CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
OCTOBER 16, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mark Britner, First Methodist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation re Elder Abuse and Exploitation Awareness Month.
2. Presentation re Medical Marijuana Dispensaries.
3. Employee Years of Service Award.

CONSENT AGENDA

1. Resolution re Surplus Equipment.

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

2. Resolution Approving FY 2022-2023 Budget Amendment.

   Presentation of a budget amendment for FY 2022/2023.

3. Resolution Approving FDOT Public Transportation Grant Award for Airfield Markings Project.

   Staff recommends that the City Commission accept FDOT Grant Number 453909-1-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

4. Resolution Approving FDOT Public Transportation Grant Award for Airport Taxiway A Mid-Section Rehabilitation Construction Project.

   Staff recommends that the City Commission accept FDOT Grant Number 451595-1-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

5. Resolution Approving FDOT Public Transportation Grant Award for Airport West Apron Rehabilitation Construction Project.

   Staff recommends that the City Commission accept FDOT Grant Number 447565-2-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

6. Resolution Approving FDOT Public Transportation Grant Agreement Award for Construction of NON_AIP Eligible Items for the West Apron Rehab Project.

   Staff recommends that the City Commission accept FDOT Grant Number 447565-3-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

7. Consideration re Amendment to Professional Services Agreement by Brooks & Dun Grant Consulting.

   Consideration re Amendment to Professional Services Agreement Brooks & Dun Grant Consulting.

8. Consideration re Right of First Refusal Agreement between Aerodyne Research and the City of DeLand.

   Consideration re Right Of First Refusal Agreement Between Aerodyne Research And The City of DeLand.

9. Consideration re Utility Service Agreement for DeLand Commons.

   Staff recommends that the City Commission approve the Utility Service Agreement for DeLand Commons.

10. Consideration re Agreement with Southeast Volusia Humane Society, Inc.

    It is recommended that the City Commission approve the FY 23-24 agreement with Southeast Volusia Humane Society Inc.

11. Consideration re Acceptance of Deed Lift Station, OK Victoria Park LLLP.

    Staff recommends that the City Commission accept the quit claim deed from OK Victoria Park LLLP.

12. Consideration re Acceptance of Utility Easement, 305 South Kepler Road.

    Staff recommends that the City Commission accept the easement from the M.E.C. Trust utd at 305 South Kepler Road.

13. Consideration re Acceptance of Utility Easement, 307 South Kepler Road.

    Staff recommends that the City Commission accept the easement from Jesenia Arreola and Gabriel Hernandez at 307 South Kepler Road.

14. Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for the City's Retirement Plans.

    It is recommended the City Commission approve the contract.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-18, Amending Land Development Regulations Text to Remove the Minimum Acreage for Planned Developments in the Core Gateway Overlay District 1st RDG. 8-21-23.

   Remove the minimum lot size for a PD within the Core Gateway Overlay District.

2. Second Reading of Ordinance No. 2023-22, Removing 6.105 Acres of Land from Lakewood Park CDD for Transfer to School Board 1st Rdg. 10-02-23.

   Approval of ordinance removing 6.105 acres of land from the Lakewood Park CDD on second reading.

NEW BUSINESS

1. First Reading of Ordinance Amending Approximately 38.5 Acres of Property, Located at 801 Sol y Sombra for the Manchester Neighborhood Planned Development.

   The City Commission is requested to approve the first amendment to the Manchester PD, for the development of 37 multi-family units and permitting 4 single-family units.

2. First Reading of Ordinance Amending Approximately 14.57 Acres of Property, Located at the Intersection of Clear Lake Road and North Spring Garden Avenue, the Pointe Grand Apartments Planned Development.

   The applicant is proposing an amendment to the Pointe Grand Apartments PD for the purpose of reducing the number of guest parking spaces to convert into approximately 27 covered parking stalls.

3. First Reading of Ordinance Abandoning a 50-Foot Wide by 255-Foot Long Portion of the Pine Avenue Right-of-Way Running along the Western Boundary of 1632 Parade Circle, and along the Eastern Boundary of 1615 and 1607 North Woodland Boulevard.

   The City Commission is requested to approve the abandonment of a 50-foot wide by 255 linear feet of the Pine Ave right-of-way running along the western boundary of 1632 Parade Circle, and along the eastern boundary of 1615 and 1607 N. Woodland Boulevard and reserving a utility easement over the southerly fifteen feet (15') of the abandoned right-of-way.

4. Resolution Approving Preliminary Plat, Cresswind DeLand Phase 2 & 3, Located East of Lake Winnemissett and North of Service Road.

   The City Commission is requested to approve a preliminary plat for this parcel for the development of 226 single-family residential lots.

5. Consideration re Approval of Three (3) New Caterers for the Sanborn Center.

   The City issued a second (RFP)-23-05 proposal for additional caterers for the Sanborn Center. Three proposals were received. The committee recommends that the Commission approve Sonny's BBQ, De La Vega, and Serve All Catering, If approved, the targeted start date will be October 23, 2023.

6. Consideration re City of DeLand Legislative Program 2023-2024.

   Consideration of the City of DeLand Legislative Program 2023-2024.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *elder abuse and exploitation is a fast-growing human right issue that too often goes ignored. Seniors are valued members of our communities, and it is our responsibility to ensure that they live safe lives, free from harm and exploitation; and*

Whereas, *it is nationally recognized that for every one report of abuse, neglect or exploitation that is filed, there are 24 that go unreported; and*

Whereas, *abuse and exploitation of our elderly is a tragedy against vulnerable individuals who retire in Florida communities and it is an ever-increasing problem that crosses all socio-economic classes in all communities; and*

Whereas, *elders should be treated with respect and dignity and protected against those who prey upon the elderly seeking to take advantage of them; and*

Whereas, *combating elder abuse and exploitation by education and empowerment will help improve life for all seniors and their families throughout Florida communities; and*

Whereas, *we are responsible for building safer communities by providing resources, education and awareness to families and elders on abuse, neglect and exploitation; and*

Whereas, *the welfare- physical, emotional, and financial- of elders in Florida communities, many of whom have chosen to move to Florida after retirement and live out their remaining days- away from immediate family, is in the best interest of all citizens and adds to the well-being of communities throughout Florida; and*

Whereas, *we are all required to report elder abuse, neglect, and exploitation when suspected with the expectation that laws that govern and regulate our communities will protect elders and their families.*

Now, therefore, *I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, October 15th thru October 20,2023 as:*

Elder Abuse and Exploitation Awareness Week

in the City of DeLand and urge all citizens of DeLand to become more aware of elder abuse, neglect and exploitation and the challenges and devastation it brings to families.

Done and proclaimed *this 16th day of October 2023.*

Attest:

Julie A. Hennessy, City Clerk - Auditor

Christopher M. Cloudman, Mayor

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Presentation re Medical Marijuana Dispensaries.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Presentation

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

Representatives from the Medical Marijuana community will offer a presentation on how dispensaries look and operate.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the city.

RECOMMENDATION:

Staff recommends that the City Commission view the presentation and provide staff direction on the future allowance of medical marijuana dispensaries in the city.

BACKGROUND/DISCUSSION:



Cannabis Retail Experience

Florida Medical Marijuana Patient ID Card Process

Visit a Recommending Physician

You can locate physicians through www.knowthefactsmmj.com

Bring proof of your qualifying condition to your appointment.

1

Caregiver 101

FL allows people close to a patient to register with the state to purchase medical cannabis on their behalf. A short intro class is required.

2

Receive your Patient ID#

10 – 14 days after submitting your application and $75 payment.

Don't leave home without your recommendation!

Patients and caregivers are required to have their medical marijuana card or acceptance email while in possession of Medical Marijuana.

3

Rolling Renewal

Smokeable Marijuana Recommendations are renewed on a rolling 35-day period.

Medical Marijuana and Low-THC Cannabis Recommendations are renewed on a rolling 70-day period.

4

7-month Physician Follow-up Appointment

It's required to visit your Physician 7 months after receiving your recommendation.

5

Yearly Renewal

Patients and Caregivers are required to renew their cards yearly through the State portal and will need to pay a $75 fee.

Patients & Caregivers will receive a reminder to renew 45 days before expiration.

Retail Dispensary 101

- Clean, bright interior
- No access to sales floor without check-in
- No live product kept on sales floor
- Supervised, Supportive Shopping

Our Expertise

- Experienced management
- Multi-State operator
- Expertise from all aspects of legal cannabis
  - Cultivation, Processing, Sales, Marketing, Security
- Access to large library of Standard Operating Procedures
- High quality training for employees

Lobby Rendering



Sales Floor Renderings



Sales Floor Renderings



Exterior Examples













CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

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

15 Years of Service
Travis Taylor, Public Works

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, Department Head Memo

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The proposed Resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same. Staff has indicated that the property is either obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2023 –

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

UTILITIES DEPT/ASSET NO.	VEHICLE # CITY WORKS ID	MAKE/MODEL		VIN/SERIAL NO.
4206-N/A	Lift station #6 Pump & Motors	Smith/Loveless	Wet Well	16-7152
4206-N/A	Lift station #7 Pump & Motors	Smith/Loveless	Wet Well	16-7265
4206-N/A	Lift station #8 Pump & Motors	Smith/Loveless	Wet Well	16-7153
4206-3963	Lift station #10 Pump & Motors	Smith/Loveless	Wet Well	16-6938
4206-N/A	Lift station #65 Pump & Motors	Smith/Loveless	Wet Well	16-7484

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

PASSED AND ADOPTED this 16th day of October, 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

M E M O R A N D U M

Date: September 28, 2023

To: Julie Hennessy, City Clerk

From: Jim Ailes, Utilities Director

Re: Surplus Equipment

Listed below is equipment that I need to surplus on the next City Commission Agenda on October 16, if at all possible.

Dept.	Asset #	Description	Make	Model	Serial #
4206	None	Lift station #6 Pump & Motors	Smith/Loveless	Wet Well	16-7152
4206	None	Lift station #7 Pump & Motors	Smith/Loveless	Wet Well	16-7265
4206	None	Lift station #8 Pump & Motors	Smith/Loveless	Wet Well	16-7153
4206	3963	Lift station #10 Pump & Motors	Smith/Loveless	Wet Well	16-6938
4206	None	Lift station #65 Pump & Motors	Smith/Loveless	Wet Well	16-7484

Please contact me if you should have any questions.

CC.

Nick Segel, Budget Manager
Julia Hewitt, Deputy City Clerk

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Resolution Approving FY 2022-2023 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY22-23 Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and recommended after review of actual expenditures to date. 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	$60,020
Water & Sewer Fund	$392,903
Airport Fund	$0
Stormwater Fund	$0
Permits & Inspections Fund	$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY22/23 budget as presented.

BACKGROUND/DISCUSSION:

The significant budget amendment is in the Water and Sewer Fund where the accounts are being amended to correctly reflect the budget for the revenue and expenditures for the WRF expansion project. Also, the Refuse Collection Fund revenue and ad expenditures are being amended to accurately reflect the estimated actual for Fy 22/23.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GRANTS AND SPECIAL REVENUE FUND, WATER AND SEWER FUND, WATER TRUST FUND, AIRPORT FUND, REFUSE COLLECTION FUND AND STORMWATER 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		**52,133,182**	**250,681**	**50,824**	**52,333,039**
	Miscellaneous Revenue				
001-0000-323-100	FRANCHISE TAX - ELECTRICITY	2,975,761	250,681	0	3,226,442
	Transfers				
001-9999-381-430	TRANSFER FROM AIRPORT FUND	275,986	0	50,824	225,162
EXPENDITURES		**52,133,182**	**209,205**	**9,348**	**52,333,039**
	Administrative Services				
001-0106-414-300	O/T-HURRICANE & DISASTER RELIEF	0	67,480	0	67,480
001-0106-549-100	OTHER OBLIGATIONS	9,145	9,400	0	18,545
001-0106-599-100-IAN 22	HURRICANE IAN - 9/28/22	1,377,686	3,875	0	1,381,561
001-0106-599-100-IDALIA	HURRICANE IDALIA - 8/29/23	0	10,000	0	10,000
	Fire				
001-1222-549-100	OTHER OBLIGATIONS	4,000	15,150	0	19,150
001-1222-554-100	BOOKS & MEMBERSHIPS	2,650	1,200	0	3,850
001-1222-555-100	TRAINING	64,822	0	1,200	63,622
	Streets				
001-1302-549-100	OTHER OBLIGATIONS	0	9,400	0	9,400
	Urban Beautification				
001-1304-549-100	OTHER OBLIGATIONS	0	50,200	0	50,200
	DeLand House				
001-1406-546-100	BUILDING MAINTENANCE	1,000	3,000	0	4,000
	Stadium				
001-1408-543-100	POWER	45,048	10,000	0	55,048
001-1408-543-200	WATER/SEWER/GARBAGE/SW	19,138	5,500	0	24,638
	Sperling Sports Complex				
001-1411-552-100	OPERATING SUPPLIES	55,225	11,000	0	66,225
	Conrad/Melching				
001-1412-546-100	BUILDING MAINTENANCE	4,894	3,000	0	7,894
001-1412-552-100	OPERATING SUPPLIES	58,264	10,000	0	68,264
	Transfers				
001-9999-991-430	TRANSFER TO AIRPORT FUND	645,507	0	8,148	637,359

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**13,165,737**	**17,479**	**0**	**13,183,216**
	Grant Revenue				
190-0000-331-200-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	0	17,479	0	17,479
EXPENDITURES		**13,165,737**	**17,479**	**0**	**13,183,216**
	Police				
190-1226-664-000-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	0	17,479	0	17,479

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**119,196,971**	**60,592,643**	**40,640,000**	**139,149,614**
	Charges for Services				
401-0000-343-310	WATER OPERATING INCOME	11,463,000	292,643	0	11,755,643
401-0000-343-530	SEWER OPERATING INCOME	11,869,000	300,000	0	12,169,000
	Intergovernmental Revenue				
401-0000-389-410-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	3,000,000	0	3,000,000
	Other Sources Revenue				
401-0000-384-000	DEBT PROCEEDS	40,640,000	0	40,640,000	0
401-0000-384-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	57,000,000	0	57,000,000
EXPENDITURES		**119,196,971**	**24,340,443**	**4,387,800**	**139,149,614**
	Engineering				
401-4202-531-100	PROFESSIONAL SERVICES	25,000	21,300	0	46,300
	Water Production				
401-4203-552-500	W & WW CHEMICALS	196,500	14,000	0	210,500
	Water Distribution				
401-4204-664-000-UT2118	METER REPLACEMENT	424,700	0	45,800	378,900
	Wastewater Treatment				
401-4205-662-000-UT2221	NASH WRF S. RECLAIM STATION CONST	2,770,167	42,000	0	2,812,167
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	1,694,912	1,475	0	1,696,387
401-4205-663-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	58,940,000	24,060,000	0	83,000,000
401-4205-664-000-UT2345	SAMPLER FOR LAB	9,300	518	0	9,818
	Utilities Maintenance				
401-4206-543-200	WATER/SEWER/GARBAGE/SW	48,645	185,000	0	233,645
401-4206-546-400	EQUIPMENT MAINTENANCE	104,257	10,500	0	114,757
401-4206-664-000-UT2321	L/S #8 REPLACEMENT & PANEL BOX	73,833	30	0	73,863
401-4206-664-000-UT2330	DATA FLOW HIGH SPEED RADIO UPGRADES	170,430	5,150	0	175,580
401-4206-664-000-UT2342	BACKUP GENERATOR L/S #141	40,835	470	0	41,305
	Wastewater Collection				
401-4210-663-000-UT2334	EAST REGION FORCE MAIN PART A CONST	4,300,000	0	4,300,000	0
	Contingency				
401-9990-999-100	CONTINGENCY	434,903	0	42,000	392,903

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**10,228,489**	**621,682**	**297,643**	**10,552,528**
430-0000-380-000	USE OF RESERVES	388,493	0	73,335	315,158
430-0000-389-200-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	232,750	2,899	0	235,649
430-0000-389-200-AP2303	WEST APRON CONSTRUCTION	2,025,000	238,687	0	2,263,687
430-0000-389-200-AP2304	CONSTRUCT MID SECTION TAXIWAY A	0	268,200	0	268,200
430-0000-389-200-AP2311	WEST APRON REHAB ITEMS	0	75,855	0	75,855
430-0000-389-320-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	6,125	14,821	0	20,946
430-0000-389-320-AP2303	WEST APRON CONSTRUCTION	180,000	21,220	0	201,220
430-0000-389-320-AP2304	CONSTRUCT MID SECTION TAXIWAY A	240,000	0	216,160	23,840
430-9999-381-001	TRANSFER FROM GENERAL FUND	645,507	0	8,148	637,359
EXPENDITURES		**10,228,489**	**376,863**	**52,824**	**10,552,528**
430-4300-663-000-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	245,000	16,832	0	261,832
430-4300-663-000-AP2303	WEST APRON CONSTRUCTION	2,250,000	265,212	0	2,515,212
430-4300-663-000-AP2304	CONSTRUCT MID SECTION TAXIWAY A	300,000	0	2,000	298,000
430-4300-663-000-AP2311	WEST APRON REHAB ITEMS	0	94,819	0	94,819
430-9999-991-001	TRANSFER TO GENERAL FUND	275,986	0	50,824	225,162

REFUSE COLLECTION FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**4,700,088**	**453,800**	**0**	**5,153,888**
440-0000-343-400	GARBAGE/SOLID WASTES	4,700,088	453,800	0	5,153,888
EXPENDITURES		**4,700,088**	**453,800**	**0**	**5,153,888**
440-4400-534-100	CONTRACTUAL SERVICES	4,565,088	450,000	0	5,015,088
440-4400-549-100	OTHER OBLIGATIONS	0	3,000	0	3,000
440-4400-549-420	BAD DEBT EXPENSE	0	800	0	800

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**3,690,504**	**0**	**0**	**3,690,504**
EXPENDITURES		**3,690,504**	**49,230**	**49,230**	**3,690,504**
450-4500-534-100	CONTRACTUAL SERVICES	76,200	0	19,395	56,805
450-4500-552-100	OPERATING SUPPLIES	69,840	0	11,088	58,752
450-4500-552-200	OPERATING CAPITAL	13,000	18,065	0	31,065
450-4500-663-000-SW2311	FENCING 410 S HILL AVE	0	19,395	0	19,395
450-4500-664-000-SW2308	REPLACE 450M104-SLOPE MOWER	71,318	0	14,327	56,991
450-4500-664-000-SW2309	REPLACE 450INM522 MOWER	16,705	0	4,420	12,285
450-4500-664-000-SW2310	96" 3-PT FLAIL MOWER	0	11,770	0	11,770

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, 2022-109, 2023-07, 2023-18, 2023-26, 2023-30, 2023-33, 2023-36, 2023-40, 2023-57 and 2023-69.

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

PASSED AND DULY ADOPTED this 16th day of October, 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		***250,681***	***50,824***	
001-0000-323-100	FRANCHISE TAX - ELECTRICITY	250,681		increase funding for franchise tax - electricity
001-9999-381-430	TRANSFER FROM AIRPORT FUND		50,824	decrease funding for Transfer from Airport Fund
EXPENDITURES		***209,205***	***9,348***	
001-0106-414-300	O/T-HURRICANE & DISASTER RELIEF	67,480		increase appropriation for Hurricane Overtime
001-0106-549-100	OTHER OBLIGATIONS	9,400		increase appropriation for deductible billing liability
001-0106-599-100-IAN 22	HURRICANE IAN - 9/28/22	3,875		increase appropriation for Hurricane Ian
001-0106-599-100-IDALIA	HURRICANE IDALIA - 8/29/23	10,000		increase appropriation for Hurricane Idalia
001-1222-549-100	OTHER OBLIGATIONS	15,150		increase appropriation for deductible billing liability
001-1222-554-100	BOOKS & MEMBERSHIPS	1,200		increase appropriation for Books and Memberships
001-1222-555-100	TRAINING		1,200	decrease appropriation for Training
001-1302-549-100	OTHER OBLIGATIONS	9,400		increase appropriation for deductible billing liability
001-1304-549-100	OTHER OBLIGATIONS	50,200		increase appropriation for deductible billing liability
001-1406-546-100	BUILDING MAINTENANCE	3,000		increase appropriation for building maintenance at DeLand House
001-1408-543-100	POWER	10,000		increase appropriation for power at Stadium
001-1408-543-200	WATER/SEWER/GARBAGE/SW	5,500		increase appropriation for water and sewer at Stadium
001-1411-552-100	OPERATING SUPPLIES	11,000		increase appropriation for Operating Supplies at Sperling
001-1412-546-100	BUILDING MAINTENANCE	3,000		increase appropriation for Building Maintenance
001-1412-552-100	OPERATING SUPPLIES	10,000		increase appropriation for Operating Supplies at Conrad/Melching
001-9999-991-430	TRANSFER TO AIRPORT FUND		8,148	decrease transfer to Airport Fund
GRANTS & SPECIAL REVENUE FUND				
REVENUES		***17,479***	***0***	
190-0000-331-200-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	17,479		increase funding for 2023 Justice Assistance Grant
EXPENDITURES		***17,479***	***0***	
190-1226-664-000-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	17,479		increase appropriation for 2023 Justice Assistance Grant
WATER & SEWER FUND				
REVENUES		***60,592,643***	***40,640,000***	
401-0000-343-310	WATER OPERATING INCOME	292,643		increase funding for Water Operating Income
401-0000-343-530	SEWER OPERATING INCOME	300,000		increase funding for Sewer Operating Income
401-0000-384-000	DEBT PROCEEDS		40,640,000	increase funding for debt proceeds for WMN Capacity Expansion & AWT Improvement Construction
401-0000-384-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	57,000,000		increase funding for SRF debt proceeds for WMN Capacity Expansion & AWT Improvement
401-0000-389-410-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	3,000,000		increase funding for St Johns River Water Management District Grant
EXPENDITURES		***24,340,443***	***4,387,800***	
401-4202-531-100	PROFESSIONAL SERVICES	21,300		increase appropriation for Plat Reviews
401-4203-552-500	W & WW CHEMICALS	14,000		increase appropriation for Poly Ortho
401-4204-664-000-UT2118	METER REPLACEMENT		45,800	decrease appropriation for meter replacement
401-4205-662-000-UT2221	NASH WRF S. RECLAIM STATION CONST	42,000		increase appropriation for Reuse Pump Station
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	1,475		increase appropriation for Nash WRF Eng, Planning and Construction
401-4205-663-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	24,060,000		increase appropriation for WMN Capacity Expansion & AWT Improvement Construction
401-4205-664-000-UT2345	SAMPLER FOR LAB	518		increase appropriation for Sampler for Lab
401-4206-543-200	WATER/SEWER/GARBAGE/SW	185,000		increase appropriation for increased Water Bills
401-4206-546-400	EQUIPMENT MAINTENANCE	10,500		increase appropriation for equipment maintenance
401-4206-664-000-UT2321	L/S #8 REPLACEMENT & PANEL BOX	30		increase appropriation for L/S #8 Replacement & Panel Box
401-4206-664-000-UT2330	DATA FLOW HIGH SPEED RADIO UPGRADES	5,150		increase appropriation for Data Flow High Speed Radio Upgrades
401-4206-664-000-UT2342	BACKUP GENERATOR L/S #141	470		increase appropriation for Backup Generator L/S #141
401-4210-663-000-UT2334	EAST REGION FORCE MAIN PART A CONST		4,300,000	decrease appropriation for East regional Force Main Part A Construction
401-9990-999-100	CONTINGENCY		42,000	decrease appropriation for Reuse Pump Station ($42,000)

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
AIRPORT FUND				
REVENUES		***621,682***	***297,643***	
430-0000-380-000	USE OF RESERVES		73,335	decrease funding for Use of Reserves
430-0000-389-200-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	2,899		increase funding for Airfield Markings
430-0000-389-200-AP2303	WEST APRON CONSTRUCTION	238,687		increase funding for West Apron construction
430-0000-389-200-AP2304	CONSTRUCT MID SECTION TAXIWAY A	268,200		increase funding for Airport Taxiway A Mid-Section Rehab
430-0000-389-200-AP2311	WEST APRON REHAB ITEMS	75,855		increase funding for West Apron Rehab Items
430-0000-389-320-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	14,821		increase funding for Airfield Markings
430-0000-389-320-AP2303	WEST APRON CONSTRUCTION	21,220		increase funding for West Apron construction
430-0000-389-320-AP2304	CONSTRUCT MID SECTION TAXIWAY A		216,160	decrease funding for Airport Taxiway A Mid-Section Rehab
430-9999-381-001	TRANSFER FROM GENERAL FUND		8,148	decrease transfer from General Fund
EXPENDITURES		***376,863***	***52,824***	
430-4300-663-000-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	16,832		increase appropriation for Airfield Markings
430-4300-663-000-AP2303	WEST APRON CONSTRUCTION	265,212		increase appropriation for West Apron construction
430-4300-663-000-AP2304	CONSTRUCT MID SECTION TAXIWAY A		2,000	decrease appropriation for Airport Taxiway A Mid-Section Rehab
430-4300-663-000-AP2311	WEST APRON REHAB ITEMS	94,819		increase appropriation for West Apron Rehab Items
430-9999-991-001	TRANSFER TO GENERAL FUND		50,824	decrease appropriation for Airport Debt payment
REFUSE COLLECTION FUND				
REVENUES		***453,800***	***0***	
440-0000-343-400	GARBAGE/SOLID WASTES	453,800		increase funding for Garbage/Solid Wastes revenue
EXPENDITURES		***453,800***	***0***	
440-4400-534-100	CONTRACTUAL SERVICES	450,000		increase appropriation for Monthly Refuse Collection
440-4400-549-100	OTHER OBLIGATIONS	3,000		increase appropriation for Recycle Coach Annual Fee
440-4400-549-420	BAD DEBT EXPENSE	800		increase appropriation for Bad Debt Expense
STORMWATER FUND				
REVENUES		***0***	***0***	
EXPENDITURES		***49,230***	***49,230***	
450-4500-534-100	CONTRACTUAL SERVICES		19,395	decrease appropriation for reclassification of fencing from operating to capital
450-4500-552-100	OPERATING SUPPLIES		11,088	decrease appropriation for Operating Supplies
450-4500-552-200	OPERATING CAPITAL	18,065		increase appropriation for Mower Accessories
450-4500-663-000-SW2311	FENCING 410 S HILL AVE	19,395		increase appropriation for reclassification of fencing from operating to capital
450-4500-664-000-SW2308	REPLACE 450M104-SLOPE MOWER		14,327	decrease appropriation for Slope Mower
450-4500-664-000-SW2309	REPLACE 450INM522 MOWER		4,420	decrease appropriation for replacement mower
450-4500-664-000-SW2310	96" 3-PT FLAIL MOWER	11,770		increase appropriation for 96" 3-PT Flail Mower

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award for Airfield Markings Project.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coordinator

ATTACHMENTS: Resolution , Exhibit A-FDOT Grant PTGA to Sponsor 453909-1-94-01 Airfield Markings at DED

APPROVED BY: Michael Pleus, City Manager, October 12, 2023

SUMMARY/HIGHLIGHT:

The airfield markings are over 10 years old. They are faded and in need of new paint. Pursuant to applications made by staff and our consultants, the Florida Department of Transportation (FDOT) has agreed to fund 8% ($20,946) of the costs to repaint the airfield markings.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of $20,946 in FDOT funding. This amount represents approximately 8% of the cost for the repainting of the airfield markings project. The Federal Aviation Administration (FAA) has agreed to fund 90% ($235,649) of the costs with remaining funds (2% or $5,237) to be provided by the Airport's current operating budget. The FY 22/23 budget includes a project budget of $245,000 with funding from FAA $232,750, FDOT $6,125 and the City $6,125. A budget amendment will be provided to the City Commission for approval increasing the project budget by $16,832 while increasing the FAA funding by $2,899, increasing the FDOT funding by $14,821 and decreasing the use of the Airport Fund reserves by $888.

RECOMMENDATION:

Staff recommends that the City Commission accept FDOT Grant Number 453909-1-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of construction is expected to be completed in summer of 2024

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT, FINANCIAL MANAGEMENT NO. 453909-1-94-01 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide funding for the purpose of painting Airfield Markings at DeLand Municipal Airport; and

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

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

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

Section 1. The City Commission hereby sets aside $5,237 to pay for its share (2%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the State of Florida Department of Transportation Public Transportation Grant Agreement for this project.

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

PASSED AND DULY ADOPTED this 16th day of October 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 4/25/2023

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
453909-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000307028
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airfield Markings at DeLand Municiple Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $261,832. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $20,946 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: C. Jack Adkins
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Restripe Airfield Markings due to fading of existing paint utilizing the Florida statewide airfield pavement marking contract.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Airfield Markings: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey costs, construction inspection costs, mobilization and demobilization, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the airfield.

The specifics of the Project Scope for construction are described in and limited by the 100% Project Construction Plans identified as "Airfield Markings at DeLand Municipal Airport" prepared by AVCON, Inc., dated July 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is granted.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.


Sperling Sports Complex
Skydive DeLand, Inc
DeLand Municipal Airport

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453909-1-94-01	BIL	088719	2024	740100	N/A	N/A	$235,649.00
453909-1-94-01	DPTO	088719	2024	740100	N/A	N/A	$20,946.00
453909-1-94-01	LF	088719	2024	740100	N/A	N/A	$5,237.00
	Total Financial Assistance						$261,832.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$20,946.00	$5,237.00	$235,649.00	$261,832.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$20,946.00	$5,237.00	$235,649.00	$261,832.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

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

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award for Airport Taxiway A Mid-Section Rehabilitation Construction Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , EXHIBIT A-FDOT Grant PTGA to Sponsor 451595-1 Twy A (mid-section) Rehabilitaion-Widening at DED (2)

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

Taxiway A is severely cracked and the lighting is a direct bury system that is over 20 years old. Taxiway A is the only taxiway on the airport that is not 50ft wide which is necessary to accommodate aircraft that wish to use that runway. Pursuant to applications made by staff and our consultants, the Florida Department of Transportation (FDOT) has agreed to fund 8% ($23,840) of the costs to construct rehabilitation of the West apron.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of $23,840 in FDOT funding. This amount represents approximately 8% of the cost for the construction of the Taxiway A mid-section project. The Federal Aviation Administration (FAA) has agreed to fund 90% ($268,200) of the costs for construction of the Taxiway A mid-section with remaining funds (2% or $5,960) to be provided by the Airport's operating budget. The FY 22/23 included a project budget of $300,000 with funding from FDOT of $240,000 and City funding of $60,000. A budget amendment will be provided to the City Commission for approval to decrease the project budget by $2,000 while increasing the funding from FAA by $268,200, decreasing the funding from FDOT by $216,160 and decreasing the use of Airport Fund reserve by $54,040.

RECOMMENDATION:

Staff recommends that the City Commission accept FDOT Grant Number 451595-1-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of construction is expected to be completed in summer of 2024.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT, FINANCIAL MANAGEMENT NO. 451595-1-94-01 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide funding for the construction of Taxiway A (Mid-Section) Rehabilitation and widening at DeLand Municipal Airport; and

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

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

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

Section 1. The City Commission hereby sets aside $5,960 to pay for its share (2%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the State of Florida Department of Transportation Public Transportation Grant Agreement for this project.

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

PASSED AND DULY ADOPTED this 16th day of October 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 4/25/2023

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
451595-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000307028
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Taxiway A (Mid-Section) rehabilitation and widening at Deland Municipal Airport., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $298,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $23,840 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitate and widen to 40ft Taxiway A including new lights with in-ground conduit and cans. Taxiway A is severely cracked, and the lighting is a direct bury system that is over 20 years old.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Rehabilitation: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), joint rehabilitation for PCC pavement, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate/reconstruct the taxiway pavement.

Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project.

The specifics of the Project Scope for construction are described in and limited by the Bid Documents Construction Plans identified as "Taxiway A (mid-section) Rehabilitation at DeLand Municipal Airport" prepared by AVCON, Inc., dated April 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.


D
B
A
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E

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451595-1-94-01	BIL	088719	2024	740100	N/A	N/A	$268,200.00
451595-1-94-01	DPTO	088719	2024	740100	N/A	N/A	$23,840.00
451595-1-94-01	LF	088719	2024	740100	N/A	N/A	$5,960.00
	Total Financial Assistance						$298,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$23,840.00	$5,960.00	$268,200.00	$298,000.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$23,840.00	$5,960.00	$268,200.00	$298,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

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

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award for Airport West Apron Rehabilitation Construction Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , EXHIBIT A-FDOT Grant PTGA to Sponsor 447565-2 West Apron (AIP) at DED

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The West apron is heavily used and is several decades old and is no longer repairable. Pursuant to applications made by staff and our consultants, the Florida Department of Transportation (FDOT) has agreed to fund 8% ($201,220) of the costs to construct rehabilitation of the West apron.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of $201,220 in FDOT funding. This amount represents approximately 8% of the cost for the construction of the West Apron project. The Federal Aviation Administration (FAA) has agreed to fund 90% ($2,263,687) of the costs to construct rehabilitation of the West apron with remaining funds (2% or $50,304) to be provided by the Airport's operating budget. The FY 22/23 budget included $2,250,000 for the project with funding from FAA $2,025,000, FDOT $180,000 and the City $45,000. A budget amendment will be provided to the City Commission for approval to increase the project by $265,212 while increasing funding from FAA by $238,687, FDOT by $21,220 and use of Airport Fund Reserves by $5,305.

RECOMMENDATION:

Staff recommends that the City Commission accept FDOT Grant Number 447565-2-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of construction is expected to be completed in the summer of 2024.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT, FINANCIAL MANAGEMENT NO. 447565-2-94-01; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide funding for the AIP eligible items for the construction of the West Apron Rehabilitation at DeLand Municipal Airport; and

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

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

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

Section 1. The City Commission hereby sets aside $50,304 to pay for its share (2%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the State of Florida Department of Transportation Public Transportation Grant Agreement for this project.

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

PASSED AND DULY ADOPTED this 16th day of October 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 4/25/2023

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
447565-2-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000307028
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in West Apron Rehabilitation (AIP) at Deland Municipal Airport., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $2,515,212. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $201,220 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: C. Jack Adkins
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitation of West Apron. The apron surface has deteriorated to a point where the surface is breaking up and grass is growing through it. The area is actively being used for aircraft taxiing and parking. The 2022 Florida Department of Transportation Airfield Pavement Evaluation Report of this area having a Pavement Condition Index of "Very Poor" rating.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement.

The specifics of the Project Scope for construction are described in and limited by the Bid Documents Construction Plans identified as "West Apron Rehabilitation at DeLand Municipal Airport" prepared by AVCON, Inc., dated March 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



PROJECT MAP

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
447565-2-94-01	DPTO	088719	2024	740100	N/A	N/A	$201,220.00
447565-2-94-01	FAA	088719	2024	740100	N/A	N/A	$2,263,687.00
447565-2-94-01	LF	088719	2024	740100	N/A	N/A	$50,305.00
	Total Financial Assistance						$2,515,212.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$201,220.00	$50,305.00	$2,263,687.00	$2,515,212.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$201,220.00	$50,305.00	$2,263,687.00	$2,515,212.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

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

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Resolution Approving FDOT Public Transportation Grant Agreement Award for Construction of NON_AIP Eligible Items for the West Apron Rehab Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Exhibit A -FDOT Agreement

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

Heavily used aviation ramp pavement at the east and west portion of the airfield is several decades old and is no longer repairable. The majority of the West Apron will be funded 90% by the FAA, but this project also includes several asphalt patches, and temporary pavement markings that the FAA will not fund. The FDOT has agreed to cover the non-AIP eligible asphalt patches and marking needs at 80%.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached FDOT grant agreement will provide a maximum of $75,855 in funding for the asphalt patches and temporary markings included in the West apron project. This amount represents approximately 80% of the cost and the Airport Enterprise fund paying 20% or about $18,964). This project was not included in the FY 22/23 budget, therefore a budget amendment will be provided to the City Commission for approval adding the project for $94,819 with funding from FDOT for $75,855 and use of Airport Fund reserves of $18,964.

RECOMMENDATION:

Staff recommends that the City Commission accept FDOT Grant Number 447565-3-94-01 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of the West Apron is scheduled for summer 2024

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT, FINANCIAL MANAGEMENT NO. 447565-3-94-01; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide funding for the Non-AIP eligible items for the construction of the West Apron Rehabilitation at DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

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

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

Section 1. The City Commission hereby sets aside $18,964 to pay for its share (20%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the State of Florida Department of Transportation Public Transportation Grant Agreement for this project.

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

PASSED AND DULY ADOPTED this 16th day of October 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
447565-3-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000307028
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in West Apron Rehabilitation (NON-AIP) at Deland Municipal Airport., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   __ **Seaports**
   __ **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $94,819. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $75,855 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: C. Jack Adkins
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitation of West Apron. The apron surface has deteriorated to a point where the surface is breaking up and grass is growing through it. The area is actively being used for aircraft taxiing and parking. The 2022 Florida Department of Transportation Airfield Pavement Evaluation Report of this area having a Pavement Condition Index of "Very Poor" rating.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement.

The specifics of the Project Scope for construction are described in and limited by the Bid Documents Construction Plans identified as "West Apron Rehabilitation at DeLand Municipal Airport" prepared by AVCON, Inc., dated March 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

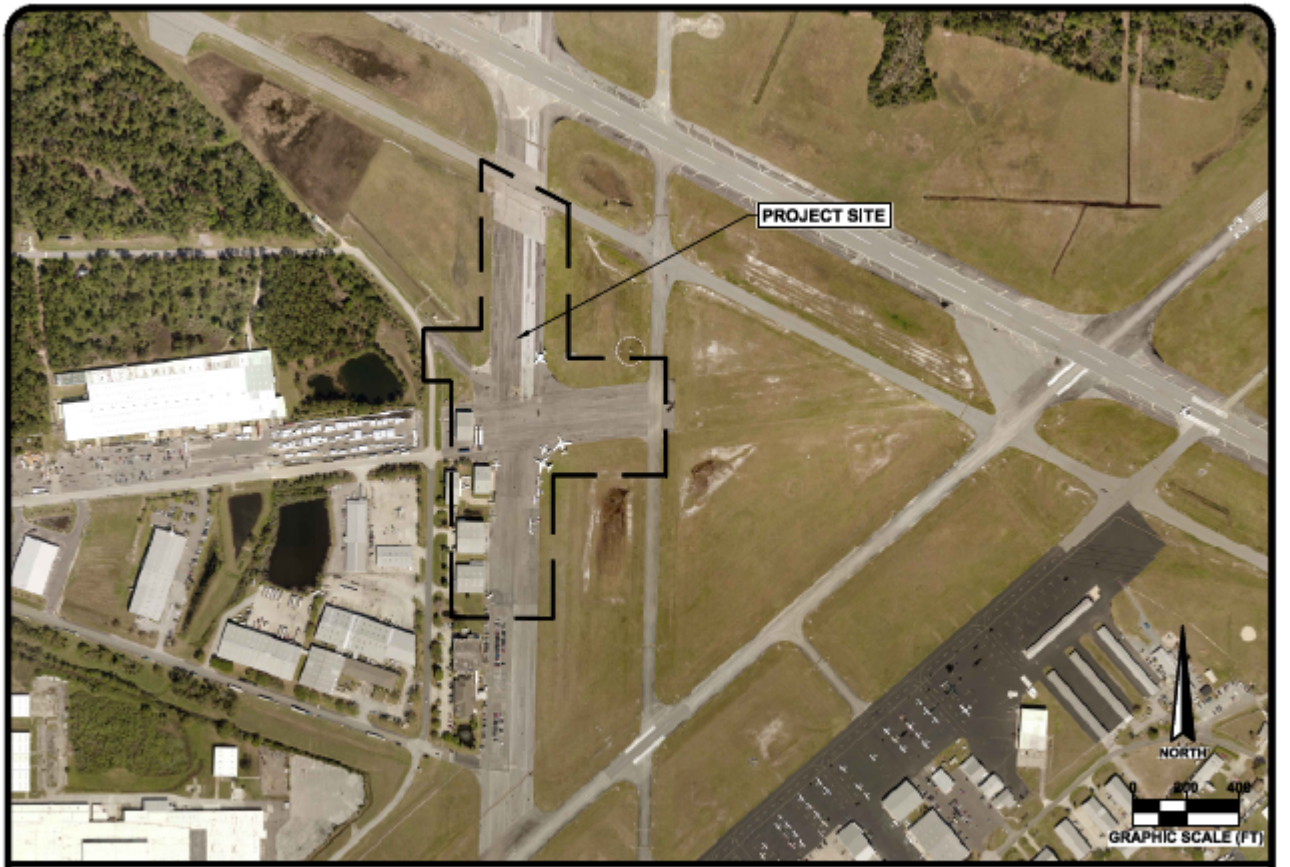
D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



PROJECT MAP

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
447565-3-94-01	DPTO	088719	2024	751000	55.004	Aviation Grant Program	$75,855.00
447565-3-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$18,964.00
	Total Financial Assistance						$94,819.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$75,855.00	$18,964.00	$0.00	$94,819.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$75,855.00	$18,964.00	$0.00	$94,819.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

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

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $75,855

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Amendment to Professional Services Agreement by Brooks & Dun Grant Consulting.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Agreement

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The City of DeLand utilizes Brooks & Dun Grant Consulting for grant research, writing, preparation, programmatic reporting, compliance, review, and grant award contracts. With the increased workload that the City has requested, Brooks & Dun Grant Consulting has requested an amendment to the existing professional services agreement that is currently in effect until 2025. The current agreement was initiated in 2020.

The amendment consists of an $580 increase in the monthly compensation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of $6,960, which was included in the FY 23/24 budget.

RECOMMENDATION:

Staff recommends that the City Commission approve the amendment.

BACKGROUND/DISCUSSION:

Theresa Brooks of Brooks & Dun, has provided the City of DeLand with outstanding grant management services, on a contract basis, over the past sixteen fiscal years.

Staff notes that Brooks & Dun is currently responsible for over 150+ grants with monthly, quarterly and/or annual reporting requirements. Over the duration of our grants management program, it is estimated that Brooks & Dun has successfully received over $750,000,000 in grant revenue for Volusia County projects with 100% success on monitoring from funding agencies.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made and entered into on this 16th day of October, 2023, by and between City of DeLand ("City") and Grant Professionals, Inc., d/b/a Brooks & Dun Grant Consulting ("Brooks & Dun").

WITNESSETH

WHEREAS, City and Brooks & Dun entered into a Professional Services Agreement dated October 1, 2020, (hereinafter referred to as "Agreement") relative to the City utilizing Brooks & Dun to perform services as a Grant Consultant and Brooks & Dun agreeing to perform services as a Grant Consultant; and

WHEREAS, the Agreement has a five year term which ends on September 30, 2025 but the Agreement is terminable without cause by either party on only 30 days' notice; and

WHEREAS, the Agreement has established a monthly compensation rate of $5,800.00 but due to the increased amount of work that the City needs Brooks & Dun to perform, the parties desire to increase the rate equitably to $6,380.00 per month.

NOW THEREFORE, for good and valuable consideration, the City and Brooks & Dun hereby agree to amend the Agreement as follows:

Section 1. Section 5 "Compensation" of the Professional Services Agreement is hereby amended to replace the compensation rate of $5,800.00 per month with a compensation rate of $6,380 per month.

Section 2. This Amendment and the new compensation rate set forth herein shall take effect on November 1, 2023.

Section 3. Except as specifically modified by this Amendment, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Amendment, and this Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

*** Signatures on following page ***

GRANT PROFESSIONALS, INC. D/BA
BROOKS & DUN GRANT CONSULTING

By: Theresa E Brooks
Theresa E. Brooks, President

CITY OF DELAND

By: _____
Christopher M. Cloudman, Mayor

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Right of First Refusal Agreement between Aerodyne Research and the City of DeLand.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Right of First Refusal, Aerodyne Aerial

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

Aerodyne Research, a DeLand-based parachute manufacturing company is seeking to secure a first right of refusal agreement with the City of DeLand for an undeveloped parcel of land located at the intersection of Flighline Boulevard and Biscayne Boulevard for future expansion. The company's long-range goal is to develop the property for canopy and parachute manufacturing and the relocation of those production jobs currently in South Africa.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value job creation - retention and expansion of existing business and site and new business development (business recruitment and site development)

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The first right of refusal agreement is an annual contract for $2,000

RECOMMENDATION:

It is recommended that the City Commission approve the attached agreement with Aerodyne Research.

BACKGROUND/DISCUSSION:

Consideration re First Right Of Refusal Agreement Between Aerodyne Research And The City of DeLand.

AGREEMENT FOR RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL (hereinafter the "Agreement") is made and entered into this 1st day of September, 2023, by and between AERODYNE RESEARCH, LLC, a Florida limited liability company, whose mailing address is 1725 Lexington Avenue, DeLand, Florida 32724, ("AERODYNE") and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, (the "CITY").

WITNESSETH

WHEREAS, the CITY operates a municipal airport; and

WHEREAS, AERODYNE is a manufacturer of main and reserve parachutes and parachute-container systems for sport and military markets; and

WHEREAS, AERODYNE has requested that the CITY grant to AERODYNE, and the CITY desires to grant to AERODYNE, a right of first refusal with respect to a ground lease of real property located at the CITY's Airport as described herein; and

WHEREAS, the real property which is the subject of the right of first refusal granted in this Agreement is generally described in the Exhibit A attached hereto (the "Property"); and

WHEREAS, AERODYNE acknowledges that the legal description in Exhibit A was prepared by the CITY'S engineering department and that the exact legal description of the Property will be determined by a survey performed following AERODYNE'S exercise of its rights granted herein and prior to execution of a lease for the Property.

NOW THEREFORE, for TWO THOUSAND AND 00/100 DOLLARS ($2,000.00) in hand paid by AERODYNE to the CITY, and other good and valuable consideration, the receipt and sufficiency of which the CITY and AERODYNE hereby acknowledge, the parties agree as follows:

SECTION 1. RIGHT OF FIRST REFUSAL.

(a). In the event that the CITY receives a *bona fide* offer in the form of a term sheet, a letter of intent or an executed lease (hereinafter the "Offer") to enter a ground lease relative to the Property, with no material terms yet to be negotiated, AERODYNE shall have the prior, exclusive right to meet any such Offer, which Offer the CITY desires to accept.

(b). In the event of receipt of such Offer which the CITY desires to accept, the CITY shall notify AERODYNE in writing (hereinafter the "Notice") of all of the terms and provisions of said Offer while providing AERODYNE with a copy thereof with the Notice. The Notice shall be transmitted by the CITY to AERODYNE within five (5) business days of receipt of the Offer.

(c). AERODYNE shall have the prior exclusive option to match the Offer at the same price or lease amount and on the same terms and conditions as contained in such Offer. AERODYNE shall have five (5) business days from the receipt of the Notice to notify the CITY in writing if it elects to exercise its rights hereunder.

(d). If AERODYNE fails to notify the CITY within the foregoing five (5) day period, AERODYNE shall be deemed to have elected not to exercise said option. If the CITY does not

thereafter lease the Property to the third party making such Offer at the price or lease amount and upon the terms and conditions set forth in the Notice, AERODYNE's rights under this Agreement shall continue in full force and apply with respect to any new offer from the third party, or from another third party, to lease the Property.

(e). If AERODYNE elects to exercise said option, the CITY shall execute a City of DeLand standard form ground lease for the Property, subject to any revisions to the legal description thereof resulting from a survey which will be prepared at the City's expense but for which the City shall be entitled to use the $2,000 fee paid to it hereunder, with AERODYNE within thirty (30) days following receipt of the survey. In the event the survey costs less than $2,000.00, no part of the $2,000 paid by AERODYNE shall be refunded, the entire amount being deemed a right of first refusal fee.

(f). AERODYNE's "right of first refusal" option under this Agreement shall continue in force for two (2) years from the date of this Agreement indicated in the opening paragraph of this Agreement, but such right will automatically terminate if AERODYNE ceases its current operation at the CITY's Airport at its current location. AERODYNE shall not have the right to assign its rights under this Agreement to a third party.

(g). If AERODYNE elects not to exercise its right of first refusal or this Agreement expires without a Notice having been given by the City, the $2,000.00 paid to the City pursuant to this Agreement shall be deemed the property of the City and AERODYNE shall have no claim to such money.

SECTION 2. NOTICES.

(a). Whenever either party desires to give notice unto the other, notice shall be delivered by a nationally recognized courier service to:

For the CITY:	John Eiff DeLand Airport Manager 1000 Flight Line Boulevard DeLand, Florida 32724
With a copy to:	Darren J. Elkind, Esquire City Attorney 142 E. New York Avenue DeLand, Florida 32724
For AERODYNE:	AERODYNE RESEARCH, LLC **Attn:** Serusha Naidoo, Vice President 1725 Lexington Avenue DeLand, Florida 32724

(b). Either of the parties may change, by written notice, the addresses or persons for receipt of notices.

SECTION 3. EFFECTIVE DATE. This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

CITY OF DELAND, FLORIDA

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind, Esquire
City Attorney

AERODYNE RESEARCH, LLC

By:_____
Serusha Naidoo, Vice President

EXHIBIT A

That part of the DeLand Municipal Airport, lying in Section 3, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the point of intersection of the centerline of Flightline Boulevard with the centerline of Biscayne Boulevard (formerly Old daytona Road), said point being N.89°31'37"E., a distance of 1804.60 feet from the northwest corner of said Section 3, run thence S.00°29'00"E., along the centerline of said Flightline Boulevard a distance of 260.54 feet; thence N.89°31'00"E., a distance of 50.00 feet to the east right of way line of said Flightline Boulevard and the POINT OF BEGINNING; thence N.00°29'00"W., along said right of way line, a distance of 178.91 feetthe point of curvature of a curve concave to the southeast, having a central angle of 86°34'22", a radius of 35.00 feet, a chord bearing of N.42°48'11"E. and a chord distance of 48.00 feet; thence northeasterly along the arc of said curve, a distance of 52.88 feet to the point of compound curvature of a curve concave the northwest, having a central angle of 07°15'31", a radius of 2081.48 feet, a chord bearing of N.82°27'37"E. and a chord distance of 263.52 feet; thence northeasterly along the arc of said curve, being the southerly right of way line of Biscayne Boulevard, a distance of 263.70 feet; thence S.19°36'02"E. a distance of 49.11 feet; thence N.78°33'21"E., a distance of 66.46 feet; thence S.05°23'48"E., a distance of 160.28 feet; thence S.40°43'50"E., a distance of 68.30 feet; thence S.89°31'00"W., a distance of 433.67 feet to the Point of Beginning; said parcel containing 1.98 acres, more or less.


City of DeLand
AERODYNE
SUBJECT PROPERTY
BISCAYNE BLVD
M-1&A
1087
FLIGHTLINE BLVD
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Utility Service Agreement for DeLand Commons.

DEPARTMENT: Utilities

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

ATTACHMENTS: DeLand Commons USA - Revised October 10 2023, Executed Downtown Redevelopment Incentive Grant Agreement, Requested Amendment to Downtown Incentive Agreement - Atl. Hous.

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

DeLand Commons subdivision is located at the Southeast corner of the intersection of East Voorhis Ave and South Clake Street and the Northeast section of the intersection of East Voorhis and South Woodland Blvd. The proposed residential apartments, carriage homes, and townhomes subdivision will provide 169 residential units and up to 11,000 square feet of non-residential space at build out. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. It also identifies the required Downtown Fair Share Payment of $1,750 per residential unit that is due, which is in addition to typical utility connection charges. The attached agreement also identifies the credits that the developer is entitled to for off-site utility improvements and public infrastructure improvements that were over and above what would have been required for this project alone.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the City will receive water and sewer impact fees and ongoing Utility revenue from the 180 units constructed at buildout.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for DeLand Commons.

BACKGROUND/DISCUSSION:

The Developer of this project previously entered into an incentive agreement with the City and the CRA. It provided for a reimbursement of increased TIF revenues related to the project so long as certain benchmarks were met with the development. The Developer has requested that the City increase the maximum amount of the grant incentive. Staff did not support this request but understands that the applicant will bring this matter

up when the Commission considers this USA. The applicant has provided staff with a written amendment and staff has attached a copy of the original incentive agreement as well as the requested amendment.

UTILITY SERVICE AGREEMENT
FOR
DELAND COMMONS

THIS AGREEMENT is entered into this __ day of _____, 2023, between the City of DeLand (City) and DELAND COMMONS PARTNERS, LTD (Developer) regarding utility service for the DeLand Commons project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located in the South East corner of the intersection of East Voorhis Ave and South Clake Street and the North East section of the intersection of East Voorhis Ave and South Woodland Blvd. FL and described as:

TAX PARCEL NUMBERS

701601110027
W 182 FT OF S 120 FT AKA S 2/5 OF LOT 2 BLK 11 HOWRYS ADD DE LAND & INC LOT 1 SUB S 1/2 OF BLK 11 HOWRY ADDITION TO DELAN D PER OR 5762 PGS 0697-0698 PER OR 5725 PGS 1149-1152 INC PE

701601110028
E 52.35 FT ON N/L OF W 234.35 FT OF S 47.66 FT ON E/L OF N 2 83.17 FT OF LOT 2 BLK 11 HOWRYS ADD DELAND MB 12 PG 175 PER OR 5847 PG 2181 PER OR 8180 PG 2138

701619000020
16-17-30 LOT 2 SUB OF S 1/2 OF BLK 11 HOWRYS ADDITION TO DEL AND MG 15 PG 48 PER OR 5847 PG 2183 PER OR 7465 PG 0307 PER OR 8180 PG 2130

701619000120
16 17 30 LOT 12 & N 16 FT OF LOT 6 E OF LOT 2 & N 16 FT OF L OT 7 EXC E 3.5 FT SUB S 1/2 BLK 11 HOWRYS ADDITION TO DELAND MB 15 PG 48 PER OR 6288 PG 4506 PER OR 7465 PG 0307 PER OR

701619000130
LOT 13 SUB S 1/2 BLK 11 HOWRYS ADD DELAND MB 6 PG 51 PER OR 4284 PG 3696 PER OR 6288 PGS 4506-4507 PER OR 8180 PG 2130

701619000140
LOT 14 SUB S 1/2 BLK 11 HOWRYS ADD DELAND MB 6 PG 51 PER OR 4284 PG 3696 PER OR 6288 PGS 4506-4507 PER OR 8180 PG 2130

701619000080
LOT 8 & E 3.5 FT OF LOT 7 SUB S 1/2 BLK 11 HOWRYS ADDDELAND PER OR 4284 PG 3696 PER OR 6322 PGS 4432-4433 & PER OR 7171 PG 2777 PER OR 8180 PG 2130

701619000090

LOT 9 SUB S 1/2 OF BLK 11 HOWRYS ADD DELAND PER OR 4284 PG 3 696 PER OR 6322 PGS 4432-4433 PER OR 8180 PG 2130

701619000100

LOT 10 SUB S 1/2 BLK 11 HOWRYS ADD DELAND PER OR 4284 PG 369 6 PER OR 6322 PGS 4432-4433 PER OR 8180 PG 2130

701619000110

LOT 11 SUB S 1/2 OF BLK 11 HOWRYS ADD DELAND DB 113 PG 455 P ER OR 4284 PG 3696 PER OR 6365 PG 583 PER OR 7495 PG 4967 PE R OR 8180 PG 2133

701612000010

LOT A CLAKES SUB IN BLK 14 HOWRYS ADD DELAND MB 5 PG 2 MB 15 PG 175 PER OR 4633 PGS 0174-0175 PER OR 5882 PG 0981 PER OR 6821 PG 2424 PER OR 7275 PGS 2249-2250 PER OR 8133 PG 3895

701612000020

LOT B CLAKES SUB BLK 14 HOWRYS ADD DELAND MB 5 PG 2 MB 15 PG 175 PER OR 4633 PGS 0174-0175 PER OR 5882 PG 0981 PER OR 6 821 PG 2424 PER OR 7275 PGS 2249-2250 PER OR 8133 PG 3895

701601140040

LOT 4 BLK 14 HOWRYS ADD DELAND MB 21 PG 191 PER OR 4633 PGS 0174-0175 PER OR 5726 PG 3219 PER OR 5726 PG 3224 PER OR 588 2 PG 0981 PER OR 5963 PG 2000 PER OR 5963 PG 2002 PER OR 596

701601140030

LOT 3 BLK 14 HOWRYS ADD DELAND MB 21 PG 191 PER OR 4633 PGS 0174-0175 PER OR 5726 PG 3219 PER OR 5726 PG 3224 PER OR 588 2 PG 0981 PER OR 6821 PG 2424 PER OR 7275 PGS 2249-2250 PER

701612000150

W 127 FT OF LOTS 15 & 16 CLAKES SUB BLK 14 HOWRYS ADD DELAND MB 5 PG 2 MB 15 PG 175 PER OR 5220 PG 0724 PER UNREC D/C PE R OR 8221 PG 1656

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

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

- One 8” x 8” wet tap with an 8” stainless steel tapping sleeve, 8” gate valve, and approximately 10 LF+/- of 8” PVC piping.
- One 8” x 4” wet tap with an 8” stainless steel tapping sleeve, 4” gate valve, and approximately 10 LF+/- of 4” PVC piping.
- One 8” x 8” wet tap with an 8” stainless steel tapping sleeve, 8” gate valve, 12” x 8” reducer and approximately 660 LF+/- of 12” PVC piping and four 12” gate valves.
- One 6”x 6” wet tap with a 6” stainless steel tapping sleeve, 6” gate valve, 12” x 6” reducer.
- One 12” x 8” tee, one 8” gate valve, and approximately 180 LF +/- of 8” PVC piping in utility easement to 4” meter.
- One 12” x 8” tee, two 8” gate valve, one hydrant, and approximately 360 LF +/- of 8” PVC piping, and one cap with 2” blow off.
- One 12” x 8” tee, one 8” gate valve, and approximately 10 LF +/- of 8” PVC piping.
- One 12” x 4” tee, one 4” gate valve, and approximately 10 LF +/- of 4” PVC piping.
- One 8” core on existing manhole and approximately 30 LF +/- of 8” gravity PVC piping.
- One Dog House Manhole and approximately 30 LF +/- of 8” gravity PVC piping.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices. All connections to City facilities shall be made at Developer’s expense

All onsite water main piping after both 4” meters and RPZ’s on fire lines, three onsite fire hydrants, all FDC water main piping, two proposed irrigation wells, and all onsite gravity sewer lines, manholes, and cleanouts beyond right of way will be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner. The City will maintain all water mains up to and including the 4” meters or RPZ’s and sewer gravity from the manhole to the property right of way, including doghouse manhole.

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

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

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

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

The City shall have absolutely no responsibility whatsoever for the maintenance of any utility lines other than the 8" water main in the easement within the project.

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

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a USB drive) furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. This Section Not Used

Section 18. Credit for Offsite Utility Improvements. The Developer shall receive the sum of ONE HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY-SIX AND 51/100 DOLLARS ($103,986.51) as reimbursement for the installation of offsite utility improvements which were not required for the construction of the Developer's project. This amount shall be credited against the Downtown Fair Share Payment addressed in Section 19 below.

Section 19. Downtown Fair Share Payment. The Developer owes to the City a Downtown Fair Share Payment in the amount of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($1,750.00) per unit for each of the ONE HUNDRED SIXTY-NINE (169) residential units being constructed for a total payment of TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($295,750.00). The Developer shall be entitled to a credit against the said Downtown Fair Share Payment in the amount of ONE HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY-SIX AND 51/100 DOLLARS ($103,986.51) for a total Downtown Fair Share Payment due in the amount of ONE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SIXTY-THREE AND 49/100 DOLLARS (191,763.49). This payment shall be made on or before the issuance of certificates of occupancy for the first residential unit in the project. A separate Downtown Fair Share Payment shall be due at the rate of $1,750 per ERU for the approximately 11,000 square feet of commercial space within the project, with such payment being due contemporaneously with the payment of impact fees related to the build out of such commercial space.

Section 20. Streetscape Improvements Credit. The Developer, in accordance with that certain Downtown Redevelopment Incentive Grant Agreement between Developer, the City of DeLand and the Downtown DeLand Community Redevelopment Agency (CRA) and bearing a signature date by the City and the CRA of February 9, 2023, is entitled to a credit for NON-UTILITY related public infrastructure improvements in an agreed amount of ONE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED FORTY-THREE AND 84/100 DOLLARS ($179,943.84). Such payment will be made to the Developer by the City and/or the CRA upon completion of such work in accordance with the terms of the aforementioned Incentive Agreement. Such payment is not related to the City's utility enterprise fund and the payment is referenced here only for the sake of having a complete recitation of credits that have been issued by the City in relation to infrastructure improvements.

Section 21. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

*** Signatures on following page ***

DELAND COMMONS PARTNERS, LTD

_____
Name:_____
Title:_____

ATTEST:

_____
Name:_____
Secretary

_____
Witness

_____
Witness

CITY OF DELAND

_____
Christopher M. Cloudman
Mayor

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

_____
Witness

_____
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____as identification

_____
Notary Public - State of Florida

Name:_____
My Commission expires:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by _____, the _____ of DeLand Commons Partners, LTD who is ☐ personally known to me or ☐ who has produced, _____as identification.

_____
Notary Public - State of Florida

Name:_____
My Commission expires:_____

Contact Information:

PROJECT TEAM MEMBERS:

OWNER:

DELAND COMMONS PARTNERS, LTD.
200 E CANTON AVE SUITE 102
WINTER PARK, FL 32789

DEVELOPER:

DELAND COMMONS PARTNERS, LTD.
MARC GAUTHIER
200 EAST CANTON AVENUE, SUITE 101
WINTER PARK, FLORIDA 32789

ENGINEER:

MADDEN, MOORHEAD, & STOKES, LLC
431 E HORATIO AVE., SUITE 260
MAITLAND, FLORIDA 32751
PHONE: (407) 629–8330

GEOTECHNICAL:

YOVAISH ENGINEERING SERVICES, LLC
953 SUNSHINE LANE
ALTAMONTE SPRINGS, FL 32714
PHONE: (407) 774–9383

ENVIRONMENTAL:

E SCIENCES, INCORPORATED
34 EAST PINE STREET
ORLANDO, FL 32801
PHONE: (407) 481–9006

SURVEYOR:

ALLEN & COMPANY, INC.
16 EAST PLANT STREET
WINTER GARDEN, FL 34787
PHONE: (407) 654–5355

ARCHITECT:

SLOCUM PLATTS
670 NORTH ORLANDO AVE, SUITE 1001
MAITLAND, FL 32751
PHONE: (407) 645–3019

LANDSCAPE ARCHITECT:

FOSTER CONANT & ASSOCIATES
120 W ROBINSON ST,
ORLANDO, FL 32801
PHONE: (407) 648–2225

UTILITY PROVIDERS:

CABLE:

CHARTER COMMUNICATIONS
1195 S. WOODLAND BLVD,
DELAND, FL 32720
PHONE: (407) 532–8614
CONTACT: STACY STAFFORD

POWER:

DUKE ENERGY
400 N. SPRING GARDEN AVE.
DELAND, FL 32720
PHONE: (407) 938–6602
CONTACT: KELLY BEARD

GAS:

FLORIDA PUBLIC UTILITIES
450 S. HIGHWAY 17–92
DEBARY, FL 32713
PHONE: (863) 220–1510
CONTACT: KATIE L. COLE

PHONE:

AT&T
1500 HERBERT ST.
PORT ORANGE, FL 32129
PHONE: (386) 281–6955
CONTACT: JAMES FRANKLIN

WATER & WASTE WATER:

CITY OF DELAND
1101 S. AMELIA AVE.
DELAND, FL 32724
PHONE: (386) 626–7250

DOWNTOWN REDEVELOPMENT INCENTIVE GRANT AGREEMENT

THE CITY OF DELAND, a Florida municipal corporation ("City"), THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND, organized under Chapter 163, Part III, Florida Statutes ("CRA"), and DELAND COMMONS PARTNERS, LTD., a Florida limited partnership ("Developer"), hereby enter into this Downtown Redevelopment Incentive Grant Agreement (this "Agreement").

WITNESSETH:

WHEREAS, Developer and/or its affiliates are the contract purchaser to acquire title to approximately 5.2 acres of land (the "Property") as further described in Exhibit "A", located at the northwest intersection of East Voorhis Avenue and South Alabama Avenue, a portion of which is within the City's designated Downtown Redevelopment Area; and

WHEREAS, Developer proposes to develop the property for multi-family residential buildings, accessory and commercial/live/work spaces, landscaping, and associated infrastructure and amenities adjacent to the footprint of these improvements (the "Project"); and

WHEREAS, in order to facilitate project feasibility, Developer has requested financial assistance from the City and CRA, primarily consisting of tax increment funds to be generated from development of the portion of the Project on the Property within the City's designated Downtown Redevelopment Area; and

WHEREAS, according to the Downtown DeLand Redevelopment Plan, among the most powerful tools associated with Part III Section 163, Florida Statutes, is the availability of tax increment financing to support a wide range of redevelopment initiatives; and

WHEREAS, specifically Developer has requested reimbursement of 90% of the tax increment funds generated on the Property after the Project is completed, up to a maximum of $3,500,000.00; and

WHEREAS, in consideration with the requested assistance, and subject to receipt of all necessary governmental and quasi-governmental approvals and permits, Developer is willing to commit to constructing a minimum of 150 multi-family residential units, first floor commercial live/work space along Woodland Boulevard and associated infrastructure and amenities; and

WHEREAS, the Project shall include certain public infrastructure improvements (the "Public Infrastructure Improvements") as generally described on Exhibit "B" and defined below, that serve the Property and which are intended to benefit the surrounding properties, support existing buildings in the vicinity, foster additional redevelopment, provide additional environmental protections, and generate sustainable economic activity in the Redevelopment Area; and

WHEREAS, Section 166.021(8)(b), Fla. Stat., provides that the governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds towards the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, Section 163.345(1), Fla. Stat., requires that to the greatest extent feasible the CRA will afford maximum opportunity for rehabilitation or redevelopment of the community redevelopment area by private enterprise; and

WHEREAS, Section 163.370(2)(c)5, Fla. Stat., authorizes the CRA to undertake and carry out community redevelopment and related activities within the community redevelopment area, including but not limited to, the carrying out of plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan; and

WHEREAS, the City Commission and CRA find that providing Developer financial assistance for development of the Project as provided above is consistent with the following goals and objectives of the City's Comprehensive Plan:

- *Future Land Use Element*, Policy 2.4 Encourage the locating of high density residential land uses in areas adjacent to employment and commercial centers, with adequate and existing city services (e.g. roads, water, sewer, transit).

- *Future Land Use Element*, Objective 4.1 Encourage residential, commercial, and office infill development within the Downtown.

- *Future Land Use Element*, Policy 4.1.2 Implement development review incentives for development in the Multimodal Supportive and Mixed-Use Overlays, including the Downtown, in order to achieve the desired mix of uses and type of development.

- *Future Land Use Element*, Policy 8.2.2 Mixed-use projects will be encouraged as a way to reduce vehicle miles traveled through the situating of both residential and supportive services within close proximity; for shorter travel distances and for pedestrian and bicycle accessibility by residents of the project and the surrounding neighborhood.

- *Housing Element*, Objective 1.9 Utilize land use patterns that create compact housing development and encourage less use of the automobile and more walkable communities.

- *Housing Element*, Policy 9.1 The city will develop regulations to encourage new development in the core of the city including infill housing.

WHEREAS, the City Commission and CRA find that providing Developer financial assistance for development of the Project as provided above is consistent with the following strategic priorities stated in the Downtown DeLand Redevelopment Plan: (i) increase residential density – lofts, condos, 2nd floor above retail and responsiveness to residential developers, and encourage residential incentives and (ii) encourage mixed use. In addition, being consistent with the following recommendation highlights included in the Downtown DeLand Redevelopment Plan:

- Create opportunities for new residential products through incentives and land assembly.

- Stimulate mixed use infill developments along main pedestrian corridors.
- Leverage tax increment to attract private developers.
- Structure incentives based on the increment produced by the development proposal.
- Mitigate impediments to development.

WHEREAS, the City Commission and CRA further find that development of the Project as proposed, will provide for additional in-fill housing, promote a mix of housing opportunities for the City's residents, increase taxable property values, and foster redevelopment of other properties in the Downtown Redevelopment Area;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. RECITALS. The foregoing recitals are true and correct and are incorporated into and made part of this Agreement as if fully set forth herein.

2. DEFINITIONS.

2.1 City – means the City of DeLand.

2.2 City Manager – means the City Manager of the City, or the City Manager's designee.

2.3 Community Redevelopment Act – means part III, chapter 163, Florida Statutes.

2.4 Community Redevelopment Agency or **CRA** – means the Downtown Community Redevelopment Agency located within the corporate limits of the City.

2.5 Developer - means Atlantic Housing Partners, L.L.L.P, or its successors or assigns.

2.6 Downtown Redevelopment Area or **Redevelopment Area** - means that area designated as the Downtown Redevelopment Area by the City.

2.7 Effective Date - means the date of last signature on this Agreement by the Parties.

2.8 Multifamily Buildings - means the new buildings to be constructed on the Property by Developer, to be used primarily with multifamily or mixed uses.

2.9 Project - means the mixed-use development of the Property, including at least 150 residential units, a minimum of 5,000 square feet of live work/commercial space along Woodland Boulevard, surface parking, landscaping and related site amenities. The specific development program is subject to formal engineering and site plan review by the City. A variation of up to ten percent (10%) of the project minimum criteria set forth in this definition that results from the site plan review process shall not require an amendment to this Agreement.

2.10 Property – means the property, consisting of approximately 5.2 acres, as further described in **Exhibit A.**

2.11 Public Infrastructure Improvements – means all capital improvements paid for by or on behalf of the Developer that provide a public benefit other than exclusively to the occupants of the Project, inclusive of pedestrian and vehicular transportation improvements, drainage, storm water, landscaping, and potable water and sanitary sewer utilities, that occur in public right-of-way or adjacent thereto, or within dedicated public easements, or otherwise constructed in connection with construction of the Project, as identified in Exhibit "B", which exceeds the City's minimum land development regulations requirements.

3. PRE-CONDITIONS FOR ENTITLEMENT TO GRANT

Prior to being eligible for the Grant referenced below, Developer must satisfy each of the following pre-conditions:

3.1 Acquisition of Title. Developer will acquire title to the Property and provide the City Manager reasonable proof thereof within six (6) months from the Effective Date, subject to Force Majeure extensions that may be granted below. If Developer does not acquire the Property for any reason, either the City, on behalf of the CRA and the City, or the Developer shall have the right to terminate this Agreement, by providing a minimum of 15 business days prior written notice of such termination to the non-terminating party, and this Agreement shall terminate without further action of the parties.

3.2 Completion of Project.

(a) Developer will construct the Project in compliance with the Performance Standards below.

(b) Subject to extensions for Force Majeure events as provided below, Developer will complete the Project within the earlier of two (2) years after all required permits have been issued or four (4) years from the Effective Date.

(c) The Project will be deemed to be complete when Developer has substantially completed construction, including the Public Infrastructure Improvements, in accordance with all applicable legal requirements, including the provisions of this Agreement, and the City has issued all certificates of occupancy required for the Multifamily Buildings (other than certificates of occupancy needed for the interior buildout of commercial space along Woodland Boulevard).

3.3 Construction of Public Infrastructure Improvements. Developer will cause the design, permitting, and construction of the Public Infrastructure Improvements, in accordance with the provisions of this Section.

(a) *Compliance with Legal Requirements.* All Public Infrastructure Improvements will comply with applicable legal requirements. If Developer proposes to install upgraded features (beyond standard public infrastructure construction requirements) such as upgraded hardscaping, art installations, or decorative light fixtures in the right-of-way or on other public property in conjunction with the development of the Property, approval of such features will only be granted in conjunction

with the City's approval of a public use permit as provided in the Land Development Regulations or other standard City approval processes for permitting private improvements in public rights-of-way.

(b) *Construction Contract Requirements.* Developer will ensure that the contract for construction of the Public Infrastructure Improvements within the public rights of way will: (i) require the contractor to provide adequate liability insurance coverage, of types, in such amounts, and from insurers approved by the City's Risk Manager; and that such insurance names the City as additional insured and providing for thirty (30) days advance written notice to the City if the insurance is cancelled or non-renewed for any reason; (ii) include provisions requiring the contractor to indemnify and hold the City harmless, the form of such provisions being subject to approval by the City Attorney; (iii) require the contractor to provide a performance and payment bond meeting the requirements of Section 3.3.e., below; (iv) require a warranty by the contractor of all labor, materials, and installation for a minimum period of twelve (12) months following the City's acceptance of the Public Infrastructure Improvements, and require the contractor to provide a maintenance bond in the amount of 10% of the estimated cost of constructing such Improvements, as certified by the contractor's design professional and approved by the City's city engineer. The warranty and the bond must be in favor of the City; (v) require that all product warranties be assigned to the City as a condition of the City's acceptance of the Public Infrastructure Improvements; and (vi) provide that Developer's rights under the construction contract will be assignable to the City if Developer abandons construction of the Project or is otherwise unable to diligently prosecute construction of the Project to completion. If Developer elects to use the services of a design-build firm for the design and construction of the Public Infrastructure Improvements, the design-build contract will also meet these requirements.

(c) *Performance and Payment Bond.* The performance and payment bond will be in an amount equal to at least 110% of the estimated cost of constructing the Public Infrastructure Improvements located within the public rights of way as certified by the project engineer and approved by the City's city engineer, in favor of the City. The bond will be in a form acceptable to the City Attorney. The bond must be accompanied by sufficient evidence of the authority of the issuing agent, including a certified copy of the power of attorney of the person signing the bond on the surety's behalf. The surety company executing the bond must be must be rated "A" or better by A.M. Best Key Rating Guide, authorized to do business in the State of Florida, and must be listed by the United States Treasury Department Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

(d) *Certificate of Completion.* At such time as Developer believes the construction of Public Infrastructure Improvements to be complete, Developer will request the City to provide a final inspection walkthrough. The City will promptly schedule and conduct the walkthrough with appropriate technical staff. If City staff identify any technical defects, Developer will cause the construction contractor to repair same and request an additional walkthrough. If based on the walkthrough inspection the City affirms that the work is complete, the City will so notify Developer, which will then be authorized to provide the City a certificate of completion.

(e) *Completion of Public Infrastructure Improvements.* The Public Infrastructure

Improvements will be deemed complete for purposes of this Agreement when the City issues a notice of acceptance. The City will only issue such notice after Developer has submitted the certificate of completion in strict conformance with the requirements above and after all other City requirements related to the acceptance of public infrastructure improvements have been complied with. The City will promptly provide Developer written notice of acceptance once these conditions are met and will then accept any necessary transfers of the Public Infrastructure Improvements in a form acceptable to the City Attorney. The City agrees that completion of the Public Infrastructure Improvements may entitle the Developer to certain credits against impact fees and other development related fees assessed by the City and County of Volusia. The City agrees to provide such impact fee and other development fee credits, as provided by the City's current ordinances and other policies relating to such fees, and to cooperate with the Developer to ensure any such credits or impact fee exemptions due to the Developer from the County are applied to the Project.

(f) *Stormwater Management Facilities*. Developer will own and maintain all necessary stormwater management facilities that exclusively serve the Project. In the event the Public Infrastructure Improvements include joint stormwater management facilities that serve the Project and other property in the vicinity or public roadways, ownership and maintenance of those stormwater management facilities will be determined by subsequent easement agreements acceptable to the City and Developer. The City will cooperate with Developer to provide any necessary connections to the City's stormwater management system. Developer will be responsible for paying the City's normal and customary fees associated with the provision of stormwater management services.

(g) *Water and Sewer Service*. The City as the water and sewer service provider within its municipal boundaries will be the sole provider of such services to the Project. Developer will be responsible for paying the City's normal and customary fees associated with the provision of those services. Developer will execute a standard form utility service agreement with the City. The utility service agreement will acknowledge any credits due to Developer for sewer and water impact or connection fees that result from Public Infrastructure Improvements constructed by or on behalf of the Developer as part of the Project.

3.4 Documentation as to Construction Value. As referenced below, the Performance Standards include a requirement as to minimum construction value. Prior to construction, Developer will be required to submit documentation reasonably satisfactory to the City Manager confirming that this Performance Standard is met. Developer will construct the Project in substantial conformance with the approved pre-construction documentation as to construction value.

4. PERFORMANCE STANDARDS.

4.1 Compliance with Land Development Regulations. Developer will construct the Project in a manner that fully complies with the provisions of the City's Land Development Regulations ("LDR").

4.2 Investment Value. The total Project investment at completion will equal or exceed $30 million. For purposes herein, investment value includes all land costs, building construction costs, landscaping, paving, site work including clearing, grading, and compaction (if required), and all soft costs directly associated with construction such as architect, engineering, surveying, topographical surveys, and all other third-party reports including environmental assessment fees.

4.3 Minimum Capacity. Upon completion, the Multifamily Buildings will contain at least 150 residential dwelling units.

4.4 Inclusion of Associated Site Amenities. Upon completion, the Project will include all landscaping and hardscape improvements associated with the Multifamily Buildings, consistent with the requirements of the LDR.

5. POST-COMPLETION OBLIGATIONS

5.1 Operation, Maintenance, and Repair of Property and Improvements. Upon completion of the Project, and thereafter throughout each calendar year in which Developer is eligible for receipt of an Annual Redevelopment Incentive Grant Payment as described below, Developer will keep and maintain the Property, and all improvements located thereon, including but not limited to the improvements required by this Agreement, in clean, good, first class condition and repair.

6. REDEVELOPMENT INCENTIVE GRANT.

As an inducement for Developer to construct and complete the Project in accordance with the provisions of this Agreement and cause the Public Infrastructure Improvements contemplated herein to be constructed, the CRA will pay Developer a Redevelopment Incentive Grant, in a series of annual payments during the Grant Period, in accordance with the provisions below.

6.1 Definitions. For purposes of this Section, certain terms are defined as follows:

(a) *Annual TIF Revenue Attributable to the Project* - means the portion of the Tax Revenue on the Property allocated to the City of DeLand in the given tax year, less the Base Year Tax Revenue and actually transferred to the CRA by the Volusia County Tax Collector.

(b) *Base Year Tax Revenue* - means the Tax Revenue on the Property in the tax year prior to the date of the first Certificate of Occupancy issued for the Project.

(c) *Grant Period* - The period of time commencing with the first calendar year following Project completion, and continuing until the last calendar year prior to the expiration of the CRA pursuant to law. In the event that the total annual payments have not reached the maximum amount set forth in Section 6.6 below at the end of the Grant Period, neither City nor CRA will be liable for any further payments to Developer.

(d) *Tax Revenue* - means the amount of ad valorem real estate tax revenue that is due on the Property in a given tax year, less taxable amounts not transferred by the Volusia County Tax Collector to the CRA, such as for taxes owed to the Volusia School Taxing District, or other taxing authorities.

6.2 Request for Grant Payment Required. No sooner than May 1st or later than July 1st of each year, Developer must make a written request to the CRA, care of the address for notices below, for the Annual Payment of the Grant for the year. The Developer will attach to the request, proof that taxes were paid in the form of the receipt of payment from the Volusia County Tax Collector.

6.3 Amount of Annual Payment. Subject to the adjustment provided below, the Annual Payment of the Grant shall be 90% of the Annual TIF Revenue Attributable to the Project.

6.4 Source of Funds for Payment. Each year, the source of funds used for the annual payment of the grant shall be solely from the tax increment funds transferred into and actually received by the City's Redevelopment Trust Fund in accordance with the Community Redevelopment Act and City Resolution 2019-01.

6.5 When Annual Payment is Due. The CRA will pay the annual payment of the Grant within 60 days after receipt of Developer's request for payment.

6.6 Maximum Amount of Grant. Subject to adjustments below, the maximum amount of the Redevelopment Incentive Grant will not exceed $3,500,000.00, and the last annual payment of the Grant will be reduced if necessary so that this maximum amount is not exceeded.

7. EXPIRATION OF CRA. Developer acknowledges that, pursuant to Volusia County Resolution No. 2001-233, Volusia County's delegation of authority to the City to exercise community redevelopment powers under the Community Redevelopment Act is scheduled to expire on December 31, 2036. This Agreement shall not be extended past the scheduled expiration date of December 31, 2036 for any reason.

8. ASSIGNMENT BY DEVELOPER.

8.1 Primary Assignee. Developer may assign all of its right, title and interest in, and its obligations under this Agreement to an entity that is created specifically for the development of the Project and that is and will be an entity in which the individual directly or indirectly owning a controlling interest in Developer also is the individual directly or indirectly owning a controlling interest in the assignee (the "Primary Assignee"), provided that such assignment is not effective until such time as the City and CRA receive written notice of such assignment.

8.2 General Assignment. Upon completion of all of Developer's obligations set out herein and City approval of these obligations by issuance of a Certificate of Occupancy, Developer may assign all of its right, title and interest in, and its obligations under this Agreement, to a person or entity other than the Primary Assignee upon the prior written consent of the City and CRA, which consent will not be unreasonably withheld, conditioned, or delayed (the "General Assignment"). Developer will provide the City and CRA with written notice of such proposed General Assignment along with the name, address, and such financial information relating to the proposed assignee as the City and CRA may reasonably require (the "Assignment Information"). The City and CRA will notify Developer of its approval or disapproval of the proposed General Assignment within forty-five (45) days from its receipt of the notice and Assignment Information. In determining whether or not to consent to the proposed General Assignment, the City and CRA may consider, among other factors, the reputation, experience and financial ability of the proposed assignee. In the event of a proposed assignment, the City and CRA, at Developer's request, will provide an estimate of benefits remaining under this Agreement to be provided to Developer. A General Assignment may include separate assignments, from the Developer or the Primary Assignee, of ownership rights in the separate lots or parcels comprising the Property, even where such separate assignments result in separate ownership of the Multifamily Buildings and parking area.

8.3 Assumption. In connection with Developer's assignment of this Agreement pursuant to Section 8.1 or Section 8.2 above, either Developer will remain responsible for, or the assignee must assume in writing, the responsibilities, obligations and duties associated with the interests being assigned by Developer. Upon the assignee's assumption of such responsibilities, obligations and duties, Developer will be relieved of same, and the City will take all necessary reasonable actions to document such assignment with third parties.

9. GENERAL PROVISIONS.

9.1 Consents and Approvals. All consents and approvals which may be given under this Agreement will, as a condition of effectiveness, be in writing. The granting by a Party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a Party to object to any such action taken without the required consent or approval, will not be deemed a waiver by the Party whose consent was required of its right to require such consent or approval for any other act, except as expressly set forth herein to the contrary.

9.2 Governing Law and Venue. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws. Venue in case of any suit filed to enforce the provisions of this Agreement will be in the Middle District of Florida, if filed in federal court, and in the state courts in and for Volusia County, if filed in state court.

9.3 Successors and Assigns. Subject to Section 8, the agreements, terms, covenants, and conditions herein will be binding upon, and inure to the benefit of City, CRA, Developer, and their respective successors and assigns.

9.4 Force Majeure. Except as otherwise expressly provided in this Agreement, if a Party hereto will be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes, work stoppage, permit delays not caused by Developer, or federal, state, and/or local governmental emergency orders or directives, or any other matter beyond the control of any Party hereto, then the performance of such covenant or obligation will be excused for the period of such delay, hindrance, or prevention and the period of the performance of such covenant or obligation will be extended by the number of days equivalent to the number of days of such delay, hindrance, or prevention.

The City Manager is authorized to grant Developer extensions of the various deadlines set forth herein that are necessary due to Force Majeure events, on behalf of the City/CRA without need for formal amendment of this Agreement.

9.5 Notices; Authorized Representatives. Any notice, demand, request or other instrument (any "Notice") which may be or is required to be given under this Agreement will be deemed given and received (a) on the date of delivery when delivered in person (with receipt for delivery), (b) seven days after deposit in the United States mail, when sent by United States certified mail, return receipt requested, postage prepaid, or (c) on the next day following deposit of any such

Notice with an overnight delivery carrier (with receipt evidencing such delivery) such as, but not limited to, Federal Express or UPS to the following:

If to City/CRA:	City Manager 120 S. Florida Ave DeLand, FL 32720
w/copy to:	City Attorney 120 S. Florida Ave DeLand, FL 32720
If to Developer:	DeLand Commons Partners, LTD. Attn: Scott Culp 200 E. Canton Avenue Suite 102 Winter Park, FL 32789
w/copy to:	Cobb Cole Law Firm Attn: Mark A. Watts 231 N. Woodland Boulevard DeLand, FL 32720

Any Party may, at any time, change its address for the above purposes by sending a notice to the other Party stating the change and setting forth the new address. The person designated to receive a party's notice pursuant to this Section will be that Party's authorized representative in all matters arising under this Agreement, except where specifically provided otherwise.

9.6 Event of Default/Termination.

(a) Any one or more of the following events will constitute an Event of Default:

(1) Developer knowingly or intentionally falsifies any report or statement furnished to the City or CRA pursuant to this Agreement.

(2) Developer files a voluntary petition under any federal or state bankruptcy law, or if an involuntary petition under any such law is filed against Developer, and Developer is adjudged to be bankrupt, insolvent, or unable to pay its debts as they mature; or Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed or retained to take charge of and manage a substantial part of the assets of Developer; or any execution or attachment will issue against Developer whereupon the Property, or any part thereof, or any interest therein of Developer will be taken or attempted to be taken, and the same is not released prior to the judicial sale thereunder.

(3) The City's Building Official notifies Developer that any building or other structure located on the Property is an unsafe or dilapidated structure as provided in Section 108 of the International Property Maintenance Code, and the conditions are not remedied within the

time period provided by such notice.

(4) Material breach by Developer, City, or CRA in the performance or observance of any covenant, undertaking, or condition of this Agreement (not referenced in this Section above), which breach is not cured within 30 days after the giving of written notice thereof. If the breach is of such nature that it cannot reasonably be cured within the 30 day period, then an Event of Default will occur if the Party fails to commence the curing of the breach within the 30 day period after notice of breach, or fails to diligently prosecute the curing of same during such period, or fails to cure the same within 90 days after the date notice is given by the other Party. The timeframes for set forth above shall be extended, as necessary, in the event of a Force Majeure event as set forth in Section 9.4 above.

(b) Upon an Event of Default, the Parties will have all remedies available at law or in equity.

9.7 Waiver of Jury Trial. Each Party hereto waives all right to trial by jury in any claim, action, proceeding or counterclaim the Party may have against the other Parties hereto regarding any matters arising out of or in any way connected with this Agreement.

9.8 Compliance with Laws. Developer will be solely responsible for obtaining all zoning, building, and other approvals required in conjunction with the proposed. Developer is responsible at all times for complying with all applicable federal, state, and local laws.

9.9 Severability. If any portion of any term or provision of this Agreement, or the application thereof to any person or circumstances will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent determined by law.

9.10 No Modification. This writing is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, employees, agents, or affiliates will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties or their affiliates will not be relevant or admissible to determine the meaning of any of the terms of this Agreement other than those specifically set forth herein. This Agreement can be modified only by a writing signed by the Party against whom the modification is enforceable.

9.11 City's Police Powers. Nothing contained in this Agreement will be construed as a waiver of, or contract, with respect to the regulatory and permitting authority of the City under applicable laws, rules, and regulations. Further, nothing contained in this Agreement will be construed as a waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

9.12 No General Obligation. Amounts due hereunder will not be or constitute a general

obligation or indebtedness of the City or CRA as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but will be payable solely from the Non-Ad Valorem Revenues in accordance with the terms hereof. Developer will never have the right to compel the exercise of any ad valorem taxing power to pay amounts due hereunder, or be entitled to payment of such from any funds of the City or CRA except from the Non-Ad Valorem Revenues.

9.13 Damage or Destruction/Insurance. Developer will bear all risk of loss, whether from casualty, theft, or other events, to all improvements contemplated by this Agreement, and will be solely responsible for obtaining any insurance necessary to protect against such risk.

9.14 No Third Party Beneficiaries. There are no third party beneficiaries and no party will have any rights pursuant to this Agreement or arising out of this Agreement except for Developer, CRA, and City.

9.15. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by Developer.

9.16 Counterparts. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Agreement.

9.17 Complete Agreement. This Agreement represents the complete understanding by and between the parties with respect to the subjects set forth herein. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement. All parties have participated equally in the drafting and preparation of this Agreement.

9.18 Recordation. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

*** Signatures on following pages ***

IN WITNESS WHEREOF, the Parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

Erin Carello
Witness 1

Erin Carello
Print Name of Witness 1

Julia M. Hewitt
Witness 2

Julia M. Hewitt
Print Name of Witness 2

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

By: _____
Christopher M. Cloudman, Mayor

Attest: Julie A. Hennessy
Julie A. Hennessy, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Mayor and City Clerk, respectively, of the City of DeLand, on behalf of the City. They are personally known to me and did not take an oath.

KENDRA R. CURRY
Commission # GG 347433
Expires August 19, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public
Commission No: GG 347433

Signed, sealed and delivered in the presence of:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND

Erin Carello
Witness 1

By: _____
Christopher M. Cloudman, Chair

ERIN CARELLO
Print Name of Witness 1

Attest: Julie A. Hennessy
Julie A. Hennessy, MMC, City Clerk

Julia M. Hewitt
Witness 2

Julia M. Hewitt
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Chair and City Clerk, respectively, of the Community Redevelopment Agency of the City of DeLand, on behalf of the Agency. They are personally known to me and did not take an oath.

KENDRA R. CURRY
Commission # GG 347433
Expires August 19, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Commission No: GG347433

Signed, sealed and delivered in the presence of:

Witness 1

Cynthia L. Bell
Print Name of Witness 1

Witness 2

Emel H Milavetz
Print Name of Witness 2

DELAND COMMONS PARTNERS, LTD.

By: DELAND COMMONS MANAGERS, L.L.C.

By: _____
~~Tricia Doody,~~ Manager
Paul M Missigman

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/2, 2023 by ~~Tricia Doody,~~ Paul M. Missigman, as Manager of DeLand Commons Managers, L.L.C., a Florida limited liability company, as General Partner of DeLand Commons Partners, LTD. He [X] ~~personally~~ known to me or [ ] produced _____ as identification and did not take an oath.

Notary Public
Commission No: _____

EMEL H. MILAVETZ
Notary Public, State of Florida
Commission No. HH 135262
My Commission Expires August 3, 2025

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Exhibit A

PropertyDescription by Parcel Identification Numbers

PARCEL ID NO.	PROPERTY ADDRESS
7016-19-00-0110	236 S. Alabama Ave. DeLand, FL 32724
7016-19-00-0100	E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0090	E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0080	129 E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0140	S. Alabama Ave. DeLand, FL 32724
7016-19-00-0130	226 S. Alabama Ave. DeLand, FL 32724
7016-19-00-0020	225 S. Woodland Blvd. DeLand, FL 32724
7016-19-00-0120	E. Voorhis Ave. DeLand, FL 32724
7016-12-00-0010	DeLand, FL 32724
7016-12-00-0020	S. Clark St. DeLand, FL 32724
7016-01-14-0040	E. Voorhis Ave. DeLand, FL 32724
7016-01-14-0030	DeLand, FL 32724
7016-01-11-0027	221 S. Woodland Blvd. DeLand, FL 32724
7016-01-11-0028	DeLand, FL 32724

Exhibit B

Public Infrastructure Improvements

Streetscaping and other pedestrian related improvements at the exterior (ie. fronting Woodland Boulevard, Voorhis Avenue and/or Alabama Avenue) shall be designed and constructed in connection with the Project. The required streetscaping along Woodland Boulevard shall be designed to complement and continue the streetscaping design previously or contemporaneously implemented by the City within the CRA area along Woodland Boulevard. The required streetscaping along Voorhis Avenue shall be designed in conjunction with the City's proposed streetscape improvements along Voorhis Avenue and such improvements shall be consistent with the City's then current design for the Voorhis Avenue streetscape.

All buffers, landscaping and hardscaping located adjacent to public rights of way shall provide for the aesthetic improvement of the adjacent streetscape and pedestrian improvements in the public right of way.

FIRST AMENDMENT TO THE DOWNTOWN REDEVELOPMENT INCENTIVE GRANT AGREEMENT

This FIRST AMENDMENT TO THE DOWNTOWN REDEVELOPMENT INCENTIVE GRANT AGREEMENT (this "**First Amendment**"), is entered into by and between **THE CITY OF DELAND,** a Florida municipal corporation ("City"), **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND**, organized under Chapter 163, Part III, Florida Statutes ("CRA"), and **ATLANTIC HOUSING PARTNERS, L.L.L.P**, a Florida limited partnership ("Developer"), (collectively the "Parties"), and is effective as of the date of last signature below by all Parties (the "Effective Date"). The Parties agree to modify and amend the Downtown Redevelopment Incentive Grant Agreement ("Agreement"), incorporated by reference herein, and entered into by the Parties on _____, as follows:

1. **THE WHEREAS CLAUSES OF THE AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS (<u>underlined</u> language are additions; ~~stricken through~~ language are deletions):**

> WHEREAS, specifically Developer has requested reimbursement of 90% of the tax increment funds generated on the Property after the Project is completed, up to a maximum of <u>$4,200,000.00</u> ~~$3.5,000,000.00~~; and

2. **SECTION 6.6 OF THE AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS (<u>underlined</u> language are additions; ~~stricken through~~ language are deletions):**

> **6.6 Maximum Amount of Grant**. Subject to adjustments below, the maximum amount of the Redevelopment Incentive Grant will not exceed <u>$4,200,000.00</u> ~~$3.5,000,000.00~~, and the last annual payment of the Grant will be reduced if necessary so that this maximum amount is not exceeded.

3. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect. All dates in the Agreement and this First Amendment shall be calculated from the Effective Date. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. This First Amendment may be signed in counterparts and by fax or email, which shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Christopher M. Cloudman, Mayor

Attest: _____
Julie A. Hennessy, MMC, City Clerk

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of_____, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Mayor and City Clerk, respectively, of the City of DeLand, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Christopher M. Cloudman, Chair

Attest: _____
Julie A. Hennessy, MMC, City Clerk

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of_____, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Chair and City Clerk, respectively, of the Community Redevelopment Agency of the City of DeLand, on behalf of the Agency. They are personally known to me and did not take an oath.

_____
Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

ATLANTIC HOUSING PARTNERS, L.L.L.P.

_____
Witness 1

By: ATLANTIC HOUSING PARTNERS MANAGERS, L.L.C.

_____
Print Name of Witness 1

By:_____

Scott Culp, Manager

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____, 2023 by Scott Culp, as Manager of Atlantic Housing Partners Managers, LLC, a Florida limited liability company, as General Partner of Atlantic Housing Partners, L.L.L.P. He [_] personally known to me or [_] produced _____

_____ as identification and did not take an oath.

_____

Notary Public

Commission No: _____

Approved as to legal form:

By: _____

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Agreement with Southeast Volusia Humane Society, Inc.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Agreement

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

DeLand Animal Services picks up stray dogs, sick or injured cats, and abandoned kittens within the City limits. We hold stray and abandoned dogs at the Second Chance Facility for (3) days, allowing the opportunity for the owner to be reunited with their dog. We partner and communicate with area rescue groups in an attempt to place animals in a forever home. The dogs are then transported to Southeast Volusia Humane Society for shelter and adoption. Aggressive dogs and cats are immediately taken to Southeast Volusia Humane Society to be evaluated by their behavioral staff.

This agreement also allows City of DeLand residents to surrender their dogs and cats as well as drop off stray dogs or cats to Southeast Volusia Humane Society at the City's expense.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

The funds for this service are included in the Police Department budget annually ($13,000).

RECOMMENDATION:

It is recommended that the City Commission approve the FY 23-24 agreement with Southeast Volusia Humane Society Inc.

BACKGROUND/DISCUSSION:

The Second Chance Kennel also houses confiscated animals that are seized as part of an animal cruelty and/or neglect investigation and impounded animals sheltered for other legal situations.

AGREEMENT FOR SERVICE
BETWEEN SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
AND THE CITY OF DELAND, FLORIDA

THIS AGREEMENT is made effective October 1, 2023, by and between the SOUTHEAST VOLUSIA HUMANE SOCIETY INC., a Florida nonprofit corporation, hereinafter referred to as the "Humane Society," and the CITY OF DELAND, a body corporate and politic and a political subdivision of the County of Volusia, hereinafter referred to as the "CITY." WHEREAS, in order to enforce the laws of the State of Florida, the CITY desires to deliver stray animals to the Humane Society for humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in ensuring that impounded animals are sheltered in a humane manner and that those animals that must be destroyed, are destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

1. TERM: This Service Agreement shall take effect on the 1st day of October, 2023, and shall remain in full force and effect for a 12-month period ending on midnight between September 30, 2024.

2. ANIMAL SHELTER:
(a) The Humane Society will maintain and operate an animal shelter in a manner adequate for confinement, remedial treatment, and disposal of stray or abandoned dogs, cats, and other domesticated animals, which may be delivered to the Humane Society from all areas within the CITY, and will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the service herein agreed to be provided for the fees and charges specified herein. Remedial care shall be provided by the Humane Society at the sole discretion of the shelter's staff and Board of Directors.

(b) The animal shelter is located at 1200 S. Glencoe Road, New Smyrna Beach, Florida. The shelter's operating hours are Monday through Sunday, 11am-5pm; closed on major holidays. The Humane Society reserves the right to change the location of the shelter and/or its hours of operation. The CITY will be notified by letter, fax, phone or email prior to any changes in the location, hours or days of operation.

(C) The Humane Society will provide means to accept all stray or abandoned dogs, cats and other domesticated animals delivered to the shelter by Police or Animal Control Officers or other designated officers appointed by the CITY for this purpose provided Humane Society has the ability, facilities, and the space to impound and control the animals.

(d) The Humane Society will accept wild animals, potbellied pigs, hoofed animals and

livestock ONLY if it has the ability and facilities to impound and control these animals. The decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require persons who report injured or stray animals to give their names and current home and post office addresses and to identify the place where the animals involved were located or picked up.

(e) When the CITY delivers an animal to the shelter for impoundment and when the animal bears an identification tag or microchip indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, shall use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of foregoing, any animal suspected of being infected with rabies or which believed to have bitten or otherwise exposed any person to rabies, shall not be released to its owner until at least a 10-day impoundment period and only with the express approval of the CITY Health Department, as provided through the Department's authorized representatives (see #4).

(f) When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal at the CITY'S expense for a period not to exceed 3 days. If the owner has not retrieved the animal within the 3-day time period, the Humane Society shall thereafter provide either for the adoption or humane disposal of such animal in accordance with the Humane Society's routine methods and procedures and in its sole and absolute discretion.

(g) The Humane Society agrees to cooperate with the designated Animal Services Division in the enforcement and implementation of CITY ordinances and to duly consider requested changes to its rules and regulations as shall further the enforcement and implementation thereof. Because the Humane Society works with multiple governmental entities, all changes to any of its rules and regulations will be at the sole and absolute discretion of its Board of Directors.

(h) The Humane Society will, at its sole and absolute discretion, humanely euthanize any animal thought to be suffering due to illness or injury, any animal that is thought to have a contagious condition that could affect the health of other animals in the facility or the health of the general public or has shown signs of aggression that would be a safety risk for the public or the Humane Society staff.

(i) Stray or abandoned animals will be held for a period of 3 days during which the shelter is open (i.e., business days), and all animals bearing identification and/or a microchip will be held for a period of 5 days during which the shelter is open (i.e., business days), before such animal is made available for adoption, rescue or euthanasia, unless the animal has been quarantined or impounded for rabies as contemplated in Section 2(e), or otherwise requires more immediate euthanasia pursuant to Section 2(h).

3. BILLING AND PAYMENT: In consideration of this agreement and services to be performed by the Humane Society hereunder, the CITY agrees to pay the Humane Society monthly in arrears of the sum of $100 per animal brought to the Humane Society under these conditions:

(a) Any stray dog, cat, or other domesticated animal received from either the CITY Police or Animal Control Officers; or
(b) Any stray dog, cat, or other domesticated animal from within the CITY delivered to the Humane Society by a private citizen;
~~c) Any stray dog, cat, or other domesticated animal received in the Humane Society's holding cages before or after operating hours; or~~
(d) Any animal transferred from the CITY'S care as a CITY owner surrender; or (e) Any domesticated animal surrendered by an owner living within the CITY; or
(f) Any offspring born to a pregnant animal from within the CITY. The Humane Society will make a reasonable attempt to get the pregnant animal spayed; CITY understands that this is not always possible.

PART II
1. RABIES IMPOUNDMENT: The Humane Society will provide space for the confinement, observation, and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies, and shall accept, care for, and if necessary, euthanize and dispose of any such animal delivered to the facility, in its sole and absolute discretion. The Humane Society shall make available to the CITY the remains of any animal that becomes ill or otherwise dies while impounded or quarantined under suspicion of having rabies for further laboratory study and examinations. Actual decapitation of rabies specimen animals shall be the responsibility of the CITY.

2. QUARANTINE IMPOUNDMENT:: The impoundment of stray animals requiring quarantine will be charged at a rate of $25 per day for a 10-day maximum. All such charges are to be paid by the CITY.

3. CONFISCATED ANIMALS: In accordance with Florida Statute 828 the Humane Society will agree to accept animals confiscated by the CITY only when the provisions of Florida Statute 828.073 are met (i.e., pursuant to court order after petition and hearing). Such impoundment will be charged at a rate of $100 upon intake, and $25 for each additional day thereafter. The applicable paperwork must be submitted by the seizing agent to the Humane Society within 3 business days (Mon-Sun) of intake date. All such charges are to be paid by the CITY.

DANGEROUS DOG LAW: In accordance with 767.12 and 767.13, Florida Statutes, it will be the sole responsibility for the Animal Control authority within the CITY to determine where a dog is dangerous and to submit the necessary paperwork required by law. The Humane Society will quarantine a stray animal determined to be dangerous by the animal control authority, and impoundment will be charged at the rate of $100 upon intake and $25 per day thereafter. If, at the end of the impoundment period, the owner is not known, the CITY may request that

euthanasia be performed by the Humane Society, provided that the animal poses a threat to public safety. All such charges are to be paid by the CITY.

5. WILD ANIMALS: There will be a $50 fee charged to the CITY for any raccoon, opossum, or any other species of wild animal delivered to the Humane Society for euthanasia. All such charges are to be paid by the CITY.

6. OWNERS IN CUSTODY, DECEASED, OR HOSPITALIZED: All animals whose owners are in the custody of law enforcement, or are otherwise deceased or hospitalized, may be placed in a bona fide boarding kennel or veterinary clinic at the owner's or his/her estate's expense. The Humane Society, at its sole and absolute discretion, will accept any of these animals, and the impoundment fee shall be $100 upon intake and $25 for each day the animal is impounded. All such charges are to be paid by the CITY.

7. CONFISCATED ANIMALS DUE TO OWNER EVICTION: All animals seized as a result of an owner's eviction shall be held for a period necessary to contact the owner by certified mail. The CITY will be responsible for sending certified mail notices to the owner. Upon receipt of the certified mail, the owner shall be afforded an additional 3 business days to reclaim his/her animal(s), and if the owner reclaims the animal, he/she shall be responsible for all charges associated with the boarding or keeping of such animal. If the animal is not reclaimed by the owner, or if the owner is unable to pay, all such charges shall be paid by the CITY at the rate of $100 upon intake and $25 for each additional day thereafter.

As the impounding agency, if the CITY chooses not to have the Humane Society hold the animal for the certified mail period, the CITY may submit the animal to the Humane Society as a "stray," in which case the animal will be held for 3 days prior to the disposition as provided for. The CITY agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the CITY'S decision to submit the animal as a "stray." All such charges will be paid by the CITY.

8. FORMS: The CITY will supply the Humane Society with the necessary Return to Owner forms to document the return of animals to their owners/caregivers.

9. DOCUMENTATION: To the extent such information is available, the Humane Society will submit to the CITY, with its monthly invoice, the pickup address of all stray animals charged to the CITY'S account that were not otherwise impounded by Animal Control or law enforcement personnel, and the names and addresses of all persons claiming a stray animal. CITY understands that the Humane Society is not always able to get accurate information from the public.

10. AMENDMENTS: Both parties will provide each other with at least 30 days advance written notice of any proposed changes to this Agreement. Any amendment to the Agreement shall be in writing and mutually agreed upon by both parties.

11. ENTIRE AGREEMENT: This Agreement, along with any exhibits, schedules, or appendices hereto, constitutes the entire Agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by executing this Agreement, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set forth in this Agreement, made by or on behalf of any other - party or any other person or entity whatsoever, prior to the execution of this Agreement.

IN WITNESS WHEREOF, the SOUTHEAST VOLUSIA HUMANE SOCIETY and the CITY of DELAND, have executed this Agreement for Services, effective on the date and year set forth above.

CITY OF DELAND
SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
BY:

NAME:
TITLE:
DATE:

_____
(Signature)

NAME: Karen Spaulding
TITLE: Executive Director
DATE: 7/30/22

Karen Spaulding 9/7/23
_____
(Signature)

NAME: Melissa Marsico
TITLE: Board President
DATE: 7/30/2022

Melissa Marsico 9/7/23
_____
(Signature)

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Acceptance of Deed Lift Station, OK Victoria Park LLLP.

DEPARTMENT: Utilities

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

ATTACHMENTS: Quit Claim Deed, Plat of Parcel

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The City has maintained a lift station site (#71) at 1280 Taylor Rd that serves as a master lift station for all of Victoria Park. We were recently informed by OK Victoria Park that this tract parcel was never deeded over to the city for official ownership and they needed to complete the transfer of ownership to the city. Attached is all the information needed to properly document and transfer the parcel to the city once it has been recorded. A resolution and quick claim deed have been provided to the City for the ownership of the lift station site.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities

FISCAL IMPACT:

The attached resolution and quit claim deed provides the necessary ownership at no cost to the City.

RECOMMENDATION:

Staff recommends that the City Commission accept the attached resolution and quit claim deed from OK Victoria Park.

BACKGROUND/DISCUSSION:

N/A

Prepared by & Return To:

Robert Poppell, Esquire
Akerman LLP
420 South Orange Ave., Suite 1200
Orlando, Florida 32801

Parcel ID No. 702700000012

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

QUIT CLAIM DEED

Lift Station Site

THIS QUIT CLAIM DEED, effective as of the 29th day of September, 2023, by **OK VICTORIA PARK, LLLP,** a Delaware limited liability limited partnership, whose post office address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 (the "Grantor"), to **THE CITY OF DELAND**, a Florida municipal corporation, whose address is 120 South Florida Avenue, DeLand, Florida 32720 (the "Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (US $10.00) in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto Grantee, Grantee's successors and/or assigns, all of the right, title, and interest that Grantor has in and to certain real property located in Volusia County, Florida, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in any way appertaining but this reference shall not serve to reimpose the same.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all of the parties to this Deed and the legal representatives, successors and assigns of each such party. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed as of the day and year first above written.

WITNESSES:

"GRANTOR"

OK VICTORIA PARK, LLLP, a Delaware limited liability limited partnership

By: OK JV1 GP, LLC, a Delaware limited liability company, its General Partner

Print Name: Emily H. Vaughn

By: _____
Mark Bines
Authorized Signatory

Print Name: ALYSSA M BENNETT

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of September, 2023, by MARK BINES, as Authorized Signatory of OK JV1 GP, LLC, a Delaware limited liability company, on behalf of the Company in its capacity as the General Partner of **OK VICTORIA PARK, LLLP**, a Delaware limited liability limited partnership. Said person is (Check Box) [X] personally known to me or [ ] provided _____ as identification.

BRIDGET STEVENS
Notary Public, State Of Florida
Commission No. HH 139799
My Commission Expires: 6/8/2025

Print Name: Bridget Stevens
Notary Public, State of Florida
Commission No.: HH 139799
My Commission Expires: 6/8/2025

72769081;1

EXHIBIT "A"
LIFT STATION SITE

That part of Sections 22 and 27, Township 17 South, Range 30 East, Volusia County, Florida described as follows:

Begin at the intersection of the Southerly right-of-way line of Taylor Road, as recorded in Official Records Book 3603, Page 834, of the Public Records of Volusia County, Florida, and the East line of the Florida Power Corporation Easement, as recorded in Official Records Book 3603, Page 829, of said Public Records; thence run N81°20'41"E along said Southerly right-of-way line for a distance of 83.68 feet; thence run S01°20'32"E for a distance of 98.81 feet; thence run S88°45'54"W for a distance of 99.08 feet; thence run N01°17'15"W for a distance of 85.92 feet to said Southerly right-of-way line of Taylor Road; thence run N81°20'41"E along said Southerly right-of-way line for a distance of 16.13 feet to the POINT OF BEGINNING.

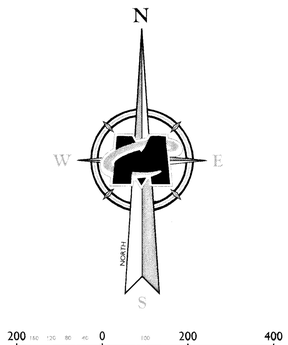
Instrument # 2019091362 #2
BOOK: 60 PAGE: 95
MAP BOOK 60 PAGE 95

VICTORIA OAKS PHASE A

A PARTIAL REPLAT OF CARROLL AND MARSHALL ADDITION TO DELAND MAP BOOK 9, PAGE 22 AND BEING A PORTION OF SECTIONS 22 AND 27 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

KEY MAP

SEE SHEETS 3 THROUGH 15 FOR SPECIFIC AREA DETAILS.



LEGEND AND ABBREVIATIONS

- □ = SET 4"x 4" CM PRM LB 7388
- ● = PRM-SET NAIL/DISK PCP LB 7388
- ◉ = PCP-SET NAIL/DISK PCP LB 7388
- PRM = PERMANENT REFERENCE MONUMENT
- (NR) = NON-RADIAL LINE
- (RAD) = RADIAL LINE
- M.B. = MAP BOOK
- O.R. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- ℄ = CENTERLINE
- N.T. = NON-TANGENT
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.P. = RADIUS POINT
- CM = CONCRETE MONUMENT
- LB = LICENSED BUSINESS
- R = RADIUS
- A = ARC LENGTH
- Δ = CENTRAL ANGLE
- CHB = CHORD BEARING
- CHD = CHORD DISTANCE
- LB = LICENSED BUSINESS
- PG = PAGE
- R/W = RIGHT OF WAY
- U.E. = UTILITY EASEMENT
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- – – – – = DRAINAGE EASEMENT
- – – – – = UTILITY EASEMENT

"NOTICE": THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MASER CONSULTING P.A.
Customer Loyalty *through* Client Satisfaction
www.maserconsulting.com
ORLANDO OFFICE
1101 North Lake Destiny Road, Suite 415
Maitland, Florida 32751
Phone: 321.441.9405
State of FL Certificate of Authorization: LB7388

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Acceptance of Utility Easement, 305 South Kepler Road.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Easement, Location Sketch, Property Info

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The Florida Department of Transportation (FDOT) is constructing a roundabout intersection at SR44 and Kepler Rd. FDOT has notified the City that it's water mains will need to be relocated as part of this project. FDOT intends to advertise this project in November, 2023. Per State Statute, City utilities located in the FDOT right of way (ROW) must be relocated at City expense for a project of this type.

The layout of the new intersection will require the city to relocate the water main to a new location to avoid proposed improvements and conflicts. To accomplish this task, the city needed to relocate the water main going south on Kepler to the east side of the road. It was discovered that two properties owned to within two feet of the current roadway. The Engineering department reached out to both sets of owners to see if they were open to selling the city an easement. Both were cooperative and have signed off on the easement documents.

An easement is required on property owned by the M.E.C. Trust, utd at 305 S. Kepler Road and was agreed to by Constance Melvin, as the Trustee. The granting of this easement was on July 10, 2023 and was delayed bringing it forward for acceptance pending approval of the second grant as well recently.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

The attached agreement provides the necessary easement at a cost to the City of $5,000 for acceptance.

RECOMMENDATION:

Staff recommends that the City Commission accept the attached easement from the M.E.C. Trust utd at 305 S. Kepler Road.

BACKGROUND/DISCUSSION:

N/A

Prepared by and Return to:
Darren J. Elkind, Esquire
142 East New York Avenue
DeLand, Florida 32724
Phone: 386.734.3020
Tax Parcel Identification Number: 701111120075 (Altkey 2231521)

305 S. KEPLER/CITY OF DELAND UTILITY EASEMENT

THIS UTILITY EASEMENT made the 10th day of July, 2023, by Constance Melvin, as Trustee of the M.E.C. Greer Trust, utd 9/29/00, whose address is 720 E. Pennsylvania Avenue, DeLand, FL 32724 (hereinafter referred to as "Grantor"), to the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as "Grantee").

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the Grantee and its assigns may deem necessary, water pipes, lines and facilities; sewer pipes, lines and facilities; and any other associated utility facilities of whatsoever type or nature including, but not limited to, electrical facilities as may be needed to engage in utility activities, over, under, upon and through the following-described lands situate in the County of Volusia, State of Florida, to-wit:

See attached Exhibit "A" which is incorporated herein by this reference thereto and is entitled "Sketch of Description" prepared by Blackwell & Associates Land Surveyors, Inc., dated June 8, 2023

TO HAVE AND TO HOLD the right to reasonably enter upon the contiguous lands of the Grantor in order to accomplish the aforesaid actions and free ingress and egress over and across the said property.

FURTHER, TO HAVE AND TO HOLD said easement and right-of-way unto said Grantee and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the Grantee and its assigns, and the Grantor, and the successors and assigns of the Grantor, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said easement and right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon, unless

approved in writing by the City.

TOGETHER WITH all other Common Law covenants of seisin, this conveyance also includes the covenant of further assurances.

THIS GRANT may be subject to the after acquired title doctrine and the Grantee shall benefit in every respect from that doctrine of law.

IN WITNESS WHEREOF, the Grantor has hereunto set the Grantor's hand and seal, the day and year written above.

Signed, sealed and delivered
in the presence of witnesses:

M.E.C. Greer Trust, utd 9/29/00

By: Constance Melvin, Trustee
Constance Melvin, Trustee

Signature of Witness #1

ERIC M. SAMPSON
Printed Name of Witness #1

Stephen J Costello II
Signature of Witness #2

Stephen J Costello II
Printed Name of Witness #2

ACKNOWLEDGMENT

STATE OF Florida)

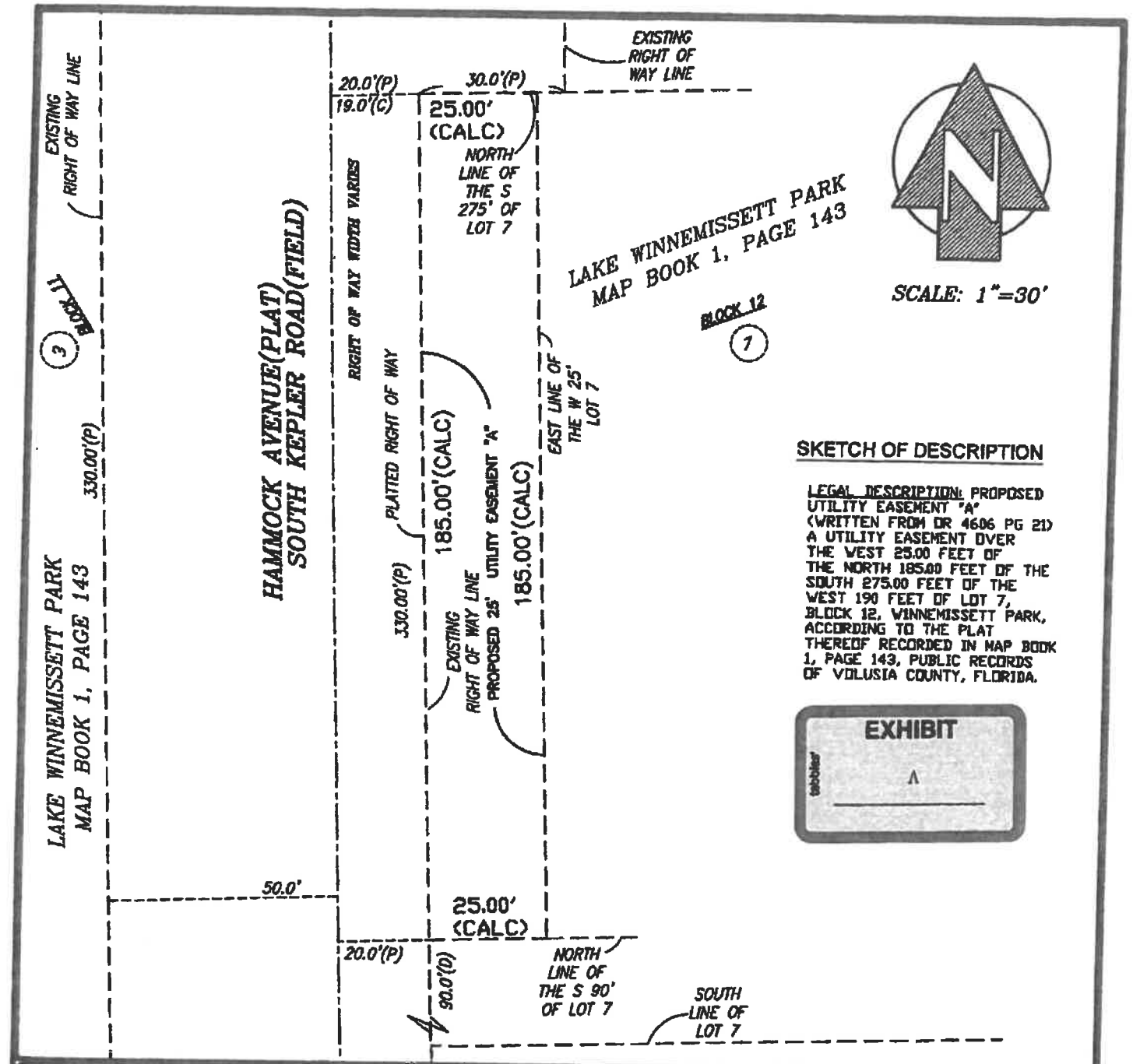
COUNTY OF Volusia)

SWORN TO AND SUBSCRIBED before me, by means of [ ] physical presence or [ ] online notarization, this _____ day of July, 2023, by Constance Melvin, as Trustee of the M.E.C. Greer Trust, utd 9/29/00, who is personally known to me or who has produced a Florida driver's license as identification.

Kim Grebosz
NOTARY PUBLIC

KIM GREBOSZ
Commission # HH 260927
Expires September 4, 2026

[Print, type or stamp commissioned name of notary or deputy clerk.]



SKETCH OF DESCRIPTION

LEGAL DESCRIPTION: PROPOSED UTILITY EASEMENT "A" (WRITTEN FROM DR 4606 PG 21) A UTILITY EASEMENT OVER THE WEST 25.00 FEET OF THE NORTH 185.00 FEET OF THE SOUTH 275.00 FEET OF THE WEST 190 FEET OF LOT 7, BLOCK 12, WINNEMISSETT PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT

A

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 WITH... SEAL OF... BLACK... SUR... BY: ... REG... FLO...

ROBERT R. EVERS License Number 5675 STATE OF FLORIDA Professional Surveyor and Mapper

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC

995 W. VOLUSIA AVE. ▪ DELAND, FL. ▪ PH (386)-734-8050

WWW.BLACKWELLSURVEYING.COM

LEGEND AND ABBREVIATIONS

Δ	Arc Length	(M)	Measured
R	Radius	(P)	Plat
CH	Chord Bearing & Dist.	(C)	Calculated
POB	Point of Beginning	(D)	Deed
POC	Point of Commencement	(F)	Field
ORB	Official Record Book	(R)	Radial
PG	Page	NR	Non-Radial
PI	Point of Intersection		
PC	Point of Curvature		
PT	Point of Tangency		
PRC	Point of Reverse Curve		
PCC	Point of Compound Curve		
POT	Point on Tangent		
CB	Concrete Block		
CM	Concrete Monument		
IP	Iron Pipe		
IR	Iron Rod		
CIRS	Capped Iron Rod Set		
CIRF	Capped Iron Rod Found		
NAIL	Nail		
NAILF	Nail Found		
NAILS	Nail Set		
PK	PK Nail		
PKF	PK Nail Found		
PKS	PK Nail Set		
MAG	Mag Nail		
MAGF	Mag Nail Found		
MAGS	Mag Nail Set		
MON	Monument		
MONF	Monument Found		
MONS	Monument Set		
CONC	Concrete		
CONT	Control		
CL	Centerline		
ROW	Right of Way		
PUE	Public Utility Easement		
DE	Drainage Easement		
CATV	Cable TV		
FPL	Florida Power & Light		
TEL	Telephone		
WM	Water Meter		
WV	Water Valve		
FH	Fire Hydrant		
SAN MH	Sanitary Manhole		
SAN CO	Sanitary Cleanout		
STM MH	Storm Manhole		
STM CB	Storm Catch Basin		
STM INL	Storm Inlet		
STM CO	Storm Cleanout		
ELEC	Electric		
ELEC MH	Electric Manhole		
ELEC PED	Electric Pedestal		
ELEC TRANS	Electric Transformer		
ELEC VAULT	Electric Vault		
TEL MH	Telephone Manhole		
TEL PED	Telephone Pedestal		
TEL VAULT	Telephone Vault		
TEL BOOTH	Telephone Booth		
CATV PED	Cable TV Pedestal		
CATV VAULT	Cable TV Vault		
FPL MH	Florida Power & Light Manhole		
FPL PED	Florida Power & Light Pedestal		
FPL VAULT	Florida Power & Light Vault		
GAS	Gas		
GAS VALVE	Gas Valve		
GAS MH	Gas Manhole		
GAS PED	Gas Pedestal		
GAS VAULT	Gas Vault		
GAS TANK	Gas Tank		
GAS METER	Gas Meter		
MW	Monitoring Well		
IRR	Irrigation		
IRR VALVE	Irrigation Valve		
IRR CONTROL	Irrigation Control Valve		
IRR PED	Irrigation Pedestal		
IRR VAULT	Irrigation Vault		
IRR METER	Irrigation Meter		
IRR WELL	Irrigation Well		
SIGN	Sign		
MB	Mail Box		
FLAG	Flag Pole		
TRAV	Traverse Point		
TBM	Temporary Benchmark		
POI	Point of Intersection		
POR	Point of Reference		
POB	Point of Beginning		
POC	Point of Commencement		
POT	Point of Tangency		

THIS IS NOT A SURVEY

Robert Evers

Digitally signed by Robert Evers
Date: 2023.06.12 17:37:29 -04'00'

SKETCH OF DESCRIPTION FOR:

CITY OF DELAND

DATE :	6/8/23
W.O. No.	03-143-23
DRAWN BY :	JT
FIELD BOOK :	756-73
CADD FILE / FILE No. :	03-143-23

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 2231521 **Parcel ID: 701111120075**
MELVIN CONSTANCE TR **305 S KEPLER RD, DELAND, FL**

Parcel Summary

Alternate Key:	2231521
Parcel ID:	701111120075
Township-Range-Section:	17 - 30 - 11
Subdivision-Block-Lot:	11 - 12 - 0075
Owner(s):	MELVIN CONSTANCE TR - TR - Trust - 100%
Mailing Address On File:	720 E PENNSYLVANIA AVE DELAND FL 32724 6314
Physical Address:	305 S KEPLER RD, DELAND 32724
Property Use:	0100 - SINGLE FAMILY
Tax District:	100-UNINCORPORATED - WESTSIDE
2022 Final Millage Rate:	18.2271
Neighborhood:	1967
Business Name:	
Subdivision Name:	
Homestead Property:	No

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Acceptance of Utility Easement, 307 South Kepler Road.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Easement - Kepler Road, Location Sketch, Lender Executed Joinder and Consent

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The Florida Department of Transportation (FDOT) is constructing a roundabout intersection at SR44 and Kepler Rd. FDOT has notified the City that it's water mains will need to be relocated as part of this project. FDOT intends to advertise this project in November, 2023. Per State Statute, City utilities located in the FDOT right of way (ROW) must be relocated at City expense for a project of this type.

The layout of the new intersection will require the city to relocate the water main to a new location to avoid proposed improvements and conflicts. To accomplish this task, the city needed to relocate the water main going south on Kepler to the east side of the road. It was discovered that two properties owned to within two feet of the current roadway. The Engineering department reached out to both sets of owners to see if they were open to selling the city an easement. Both were cooperative and have signed off on the easement documents.

An easement is required on property owned by Jesenia Arreola and Gabriel Hernandez at 307 S. Kepler Road and was agreed to by the lender as well. The granting of this easement was on August 7, 2023 for acceptance recently.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

The attached agreement provides the necessary easement at a cost to the City of $5,000 for acceptance.

RECOMMENDATION:

Staff recommends that the City Commission accept the attached easement from Jesenia Arreola and Gabriel Hernandez at 307 S Kepler Road.

BACKGROUND/DISCUSSION:

N/A

Prepared by and Return to:
Darren J. Elkind, Esquire
142 East New York Avenue
DeLand, Florida 32724
Phone: 386.734.3020
Tax Parcel Identification Number: 701111120075 (Altkey 2231521)

307 S. KEPLER/CITY OF DELAND UTILITY EASEMENT

THIS UTILITY EASEMENT made the 7th day of August, 2023, by Gabriel Hernandez and Jesenia Arreola, Husband and Wife, whose address is 307 S. Kepler Road, DeLand, FL 32724 (hereinafter referred to as "Grantor"), to the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as "Grantee").

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the Grantee and its assigns may deem necessary, water pipes, lines and facilities; sewer pipes, lines and facilities; and any other associated utility facilities of whatsoever type or nature including, but not limited to, electrical facilities as may be needed to engage in utility activities, over, under, upon and through the following-described lands situate in the County of Volusia, State of Florida, to-wit:

See attached Exhibit "A" which is incorporated herein by this reference thereto and is entitled "Sketch of Description" prepared by Blackwell & Associates Land Surveyors, Inc., dated June 8, 2023

TO HAVE AND TO HOLD the right to reasonably enter upon the contiguous lands of the Grantor in order to accomplish the aforesaid actions and free ingress and egress over and across the said property.

FURTHER, TO HAVE AND TO HOLD said easement and right-of-way unto said Grantee and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the Grantee and its assigns, and the Grantor, and the successors and assigns of the Grantor, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said easement and right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon, unless

approved in writing by the City.

TOGETHER WITH all other Common Law covenants of seisin, this conveyance also includes the covenant of further assurances.

THIS GRANT may be subject to the after acquired title doctrine and the Grantee shall benefit in every respect from that doctrine of law.

IN WITNESS WHEREOF, the Grantor has hereunto set the Grantor's hand and seal, the day and year written above.

Signed, sealed and delivered
in the presence of witnesses:

Signature of Witness #1

Edwin R. Barfield
Printed Name of Witness #1

Signature of Witness #2

Jamee Barfield
Printed Name of Witness #2

Gabriel Hernandez

ACKNOWLEDGMENT

STATE OF Florida)

COUNTY OF Volusia)

SWORN TO AND SUBSCRIBED before me, by means of [X] physical presence or [ ] online notarization, this 7th day of August, 2023, by Gabriel Hernandez, who is personally known to me or who has produced a Florida driver's license as identification.

Edwin R. Barfield
Notary Public, State of Florida
My Commission Expires 11/13/2023
Commission No. GG 917303

NOTARY PUBLIC

Edwin R. Barfield
[Print, type or stamp commissioned name of notary or deputy clerk.]

[ADDITIONAL SIGNATURE AND NOTARY ACKNOWLEDGMENT ON THE FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of witnesses:

Signature of Witness #1

Edwin R. Barfield
Printed Name of Witness #1

Signature of Witness #2

Jamee Barfield
Printed Name of Witness #2

Jesenia Arreola

ACKNOWLEDGMENT

STATE OF Florida)

COUNTY OF Volusia)

SWORN TO AND SUBSCRIBED before me, by means of [X] physical presence or [ ] online notarization, this 7th day of August, 2023, by Jesenia Arreola, who is personally known to me or who has produced a Florida driver's license as identification.

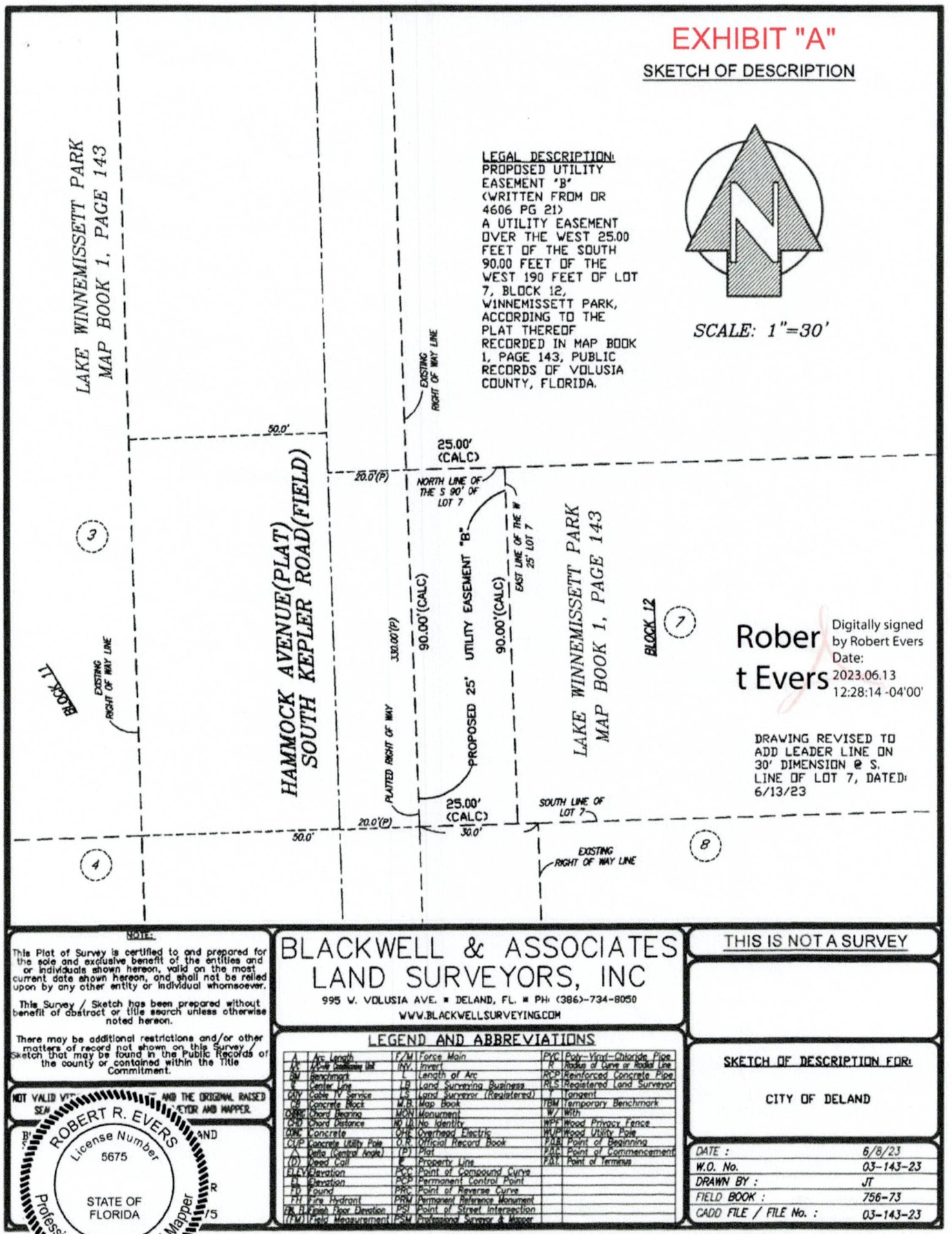
NOTARY PUBLIC STATE OF FLORIDA
Edwin R. Barfield
Notary Public, State of Florida
My Commission Expires 11/13/2023
Commission No. GG 917303

NOTARY PUBLIC

Edwin R. Barfield
[Print, type or stamp commissioned name of notary or deputy clerk.]

EXHIBIT "A"

SKETCH OF DESCRIPTION



LEGAL DESCRIPTION:
PROPOSED UTILITY EASEMENT 'B'
(WRITTEN FROM OR 4606 PG 21)
A UTILITY EASEMENT OVER THE WEST 25.00 FEET OF THE SOUTH 90.00 FEET OF THE WEST 190 FEET OF LOT 7, BLOCK 12, WINNEMISSETT PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SCALE: 1"=30'

Robert Evers
Digitally signed by Robert Evers
Date: 2023.06.13 12:28:14 -04'00'

DRAWING REVISED TO ADD LEADER LINE ON 30' DIMENSION @ S. LINE OF LOT 7, DATED: 6/13/23

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.

ROBERT R. EVERS License Number 5675 STATE OF FLORIDA Professional Surveyor and Mapper

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

THIS IS NOT A SURVEY

LEGEND AND ABBREVIATIONS

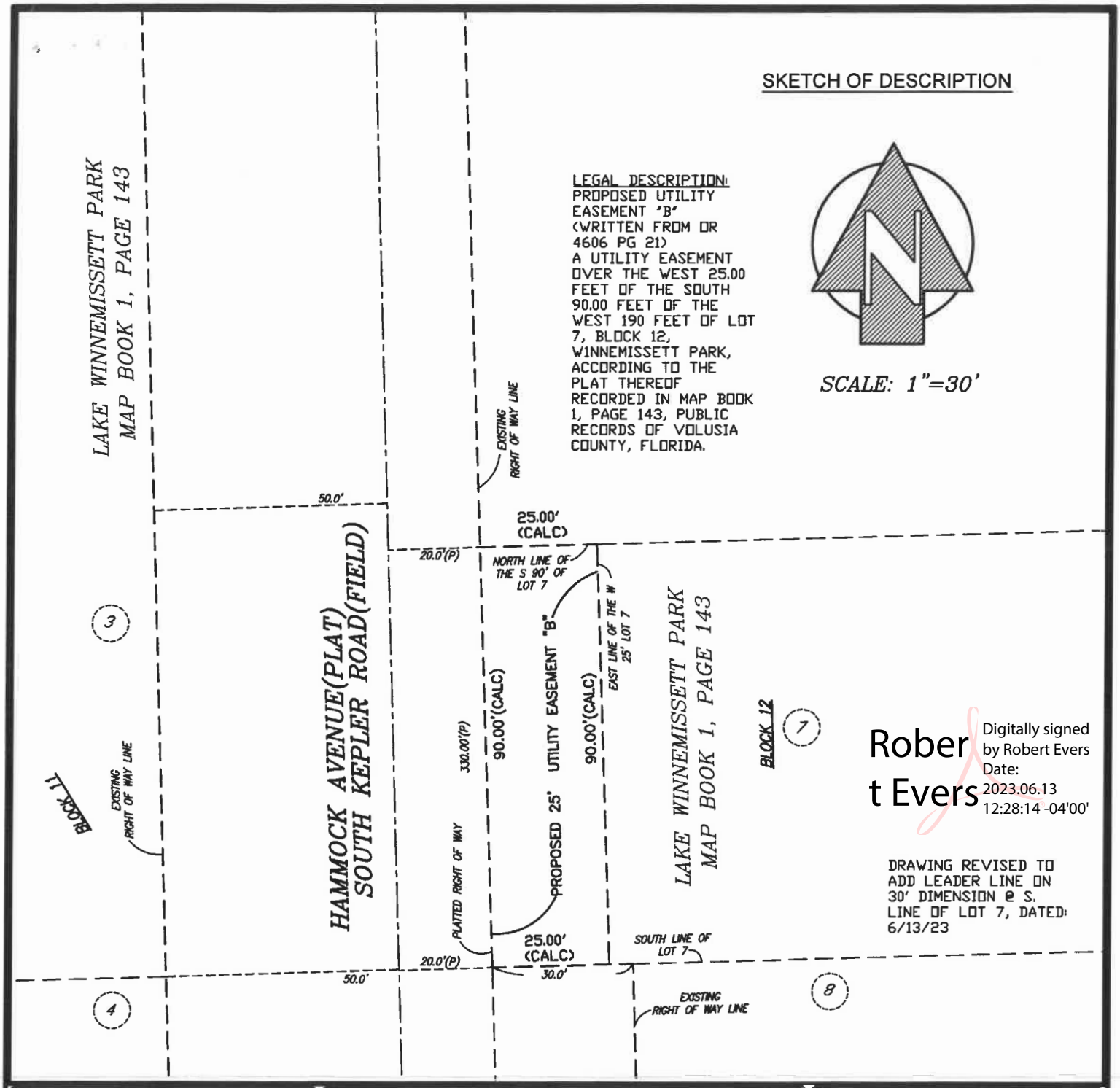
A	Arc Length	F/M	Force Main	PVC	Poly-Vinyl-Chloride Pipe
AC	Asphalt Roadway Use	INV.	Invert	R	Radius of Curve or Radial Line
BM	Benchmark	L	Length of Arc	RCP	Reinforced Concrete Pipe
℄	Center Line	LB	Land Surveying Business	RLS	Registered Land Surveyor
CATV	Cable TV Service	LS	Land Surveyor (Registered)		Tangent
CB	Concrete Block	M.B.	Map Book	TBM	Temporary Benchmark
CHBRG	Chord Bearing	MON	Monument	W/	With
CHD	Chord Distance	NO ID	No Identity	WPF	Wood Privacy Fence
CONC	Concrete	OHE	Overhead Electric	WUP	Wood Utility Pole
C.U.P.	Concrete Utility Pole	O.R.	Official Record Book	P.O.B.	Point of Beginning
Δ	Delta (Central Angle)	(P)	Plat	P.O.C.	Point of Commencement
(D)	Deed Call	ℙ	Property Line	P.O.T.	Point of Terminus
ELEV.	Elevation	PCC	Point of Compound Curve		
EL.	Elevation	PCP	Permanent Control Point		
FD	Found	PRC	Point of Reverse Curve		
FH	Fire Hydrant	PRM	Permanent Reference Monument		
FFE	Finish Floor Elevation	PSI	Point of Street Intersection		
(M)	Field Measurement	PSM	Professional Surveyor & Mapper		

SKETCH OF DESCRIPTION FOR:

CITY OF DELAND

DATE :	6/8/23
W.O. No.	03-143-23
DRAWN BY :	JT
FIELD BOOK :	756-73
CADD FILE / FILE No. :	03-143-23

SKETCH OF DESCRIPTION



LEGAL DESCRIPTION:
PROPOSED UTILITY EASEMENT 'B'
(WRITTEN FROM OR 4606 PG 21)
A UTILITY EASEMENT OVER THE WEST 25.00 FEET OF THE SOUTH 90.00 FEET OF THE WEST 190 FEET OF LOT 7, BLOCK 12, WINNEMISSETT PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SCALE: 1"=30'

Robert Evers
Digitally signed by Robert Evers
Date: 2023.06.13 12:28:14 -04'00'

DRAWING REVISED TO ADD LEADER LINE ON 30' DIMENSION @ S. LINE OF LOT 7, DATED: 6/13/23

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 WITH... AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

THIS IS NOT A SURVEY

LEGEND AND ABBREVIATIONS

A	Arc Length	F/M	Force Main	PVC	Poly-Vinyl-Chloride Pipe
A/C	A/C-Air Conditioning Unit	INV.	Invert	R	Radius of Curve or Radial Line
BM	Benchmark	L	Length of Arc	RCP	Reinforced Concrete Pipe
℄	Center Line	LB	Land Surveying Business	RLS	Registered Land Surveyor
CATV	Cable TV Service	LS	Land Surveyor (Registered)	T	Tangent
CB	Concrete Block	M.B.	Map Book	TBM	Temporary Benchmark
CHBR	Chord Bearing	MON	Monument	W/	With
CHD	Chord Distance	NO ID.	No Identity	WPF	Wood Privacy Fence
CONC	Concrete	OHE	Overhead Electric	WUP	Wood Utility Pole
CUP	Concrete Utility Pole	O.R.	Official Record Book	P.O.B.	Point of Beginning
Δ	Delta (Central Angle)	(P)	Plat	P.O.C.	Point of Commencement
(D)	Deed Call	ℙ	Property Line	P.O.T.	Point of Terminus
ELEV	Elevation	PCC	Point of Compound Curve		
EL	Elevation	PCP	Permanent Control Point		
FD	Found	PRC	Point of Reverse Curve		
FH	Fire Hydrant	PRM	Permanent Reference Monument		
FN, FI	Finish Floor Elevation	PSI	Point of Street Intersection		
(FM)	Field Measurement	PSM	Professional Surveyor & Mapper		

SKETCH OF DESCRIPTION FOR:

CITY OF DELAND

DATE :	6/8/23
W.O. No.	03-143-23
DRAWN BY :	JT
FIELD BOOK :	756-73
CADD FILE / FILE No. :	03-143-23

ROBERT R. EVERS
License Number 5675
STATE OF FLORIDA
Professional Surveyor and Mapper

After Recording Return to:
Planet Home Lending, LLC
Attn: Operations
321 Research Parkway, Suite 303
Meriden, CT 06450

RELEASE-PART OF MORTGAGED PREMISES

MIN Number: 1006534-0000084594-2

MERS Phone Number: (888)679-MERS

KNOWN BY ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc. (MERS) does hereby, remise, release, and discharge, the premises described below from the lien of the Mortgage and any Amendments and Modifications thereto, given by GABRIEL HERNANDEZ, JESENIA ARREOLA to PLANET HOME LENDING dated SEPTEMBER 16, 2019 and recorded SEPTEMBER 24, 2019 in the Official Records of VOLUSIA County, FLORIDA in INSTRUMENT # 2019186839.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and exists under the laws of Delaware, and has a mailing address of P.O. BOX 2026, Flint, MI 48501-2026. For purposes of recording this document, MERS is the Mortgagee of Record.

The premises being **released** from the lien of the above-referenced Mortgage consists of the following parcel located in County of VOLUSIA, State of FLORIDA being more particularly described as follows:

A UTILITY EASEMENT OVER THE WEST 25.00 FEET OF THE SOUTH 90.00 FEET OF THE WEST 190 FEET OF LOT 7, BLOCK 12, WINNEMISSETT PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN THE MAP BOOK 1, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

WITNESS my hand and seal this 27th day of SEPTEMBER 2023.

Mortgage Electronic Registration Systems, Inc. as mortgagee, as nominee for PLANET HOME LENDING, its successors, and assigns

BY: _____

Dawnmarie Pawelczyk, Vice President

_____

Eric Lance - Witness

_____

Garret Pugliese - Witness

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

This instrument was acknowledged before me on September 27, 2023 by Dawnmarie Pawelczyk, as Vice President of Mortgage Electronic Registration Systems, Inc. as mortgagee, as nominee for PLANET HOME LENDING, its successors, and assigns, to me known to be the person named in and who executed the within instrument and acknowledged the same to be their free act and deed.

_____

Notary Public

ERNEST F. MEIER
NOTARY PUBLIC
State of Connecticut
My Commission Expires
October 31, 2027

ORIGIN ID:ORLA
EDWIN BARFIELD (407) 893-5759
3165 MCCORY PL
SUITE 172
ORLANDO, FL 32803
UNITED STATES US

SHIP DATE: 27SEP23
ACTWGT: 1.00 LB
CAD: 3123079/INET4535

TO **GARRET PUGLIESE**

321 RESEARCH PKWY
STE 303
MERIDEN CT 06450

(203) 427-0279 REF:
INV:
PO: DEPT:

RMA:

583J4/8B35/9AE3

J233123073101uv

FedEx Express

TRK# 0221 **7913 9435 6371**

RETURNS MON-FRI
STANDARD OVERNIGHT

06450

CT-US

After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for the City's Retirement Plans.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: Fiduciary Proposal

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

Brown and Brown (BB) is the City's Agent of Record insurance agent. The City annually purchases various lines of insurance coverage through BB. This specific line of coverage is called wrap plus from the Travelers Company. This insurance is for designated benefits plans and fiduciary liability coverage.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total cost for coverage for FY 2023-2024 is $14,460.00 The budget for FY 2023-2024 includes $15,000.00 for this coverage.

RECOMMENDATION:

It is recommended the City Commission approve the contract.

BACKGROUND/DISCUSSION:

The City has six retirement plans and has been with the Travelers for many years. The plans: Senior Director 401a, General Employee 401a, 457, General Employee, Police and Fire Defined Benefit plans. This policy is for fiduciary liability coverage for these plans. This policy has been reviewed by the City's pension attorney.

Community Insurance Services
A Division of Brown & Brown

300 North Beach Street . • P.O. Box 2412
Daytona Beach, FL 32115-2412
386-252-9601 • 800-877-2769 - Fax 386-323-9110

September 8, 2023

City of Deland
Mark Hayward
120 S Florida Avenue
DeLand, FL 32720

RE: Fiduciary Proposal Letter
Proposed Policy Term: 10/01/2023 to 10/01/2024

Dear Mark Hayward

We are pleased to offer the following insurance terms. Higher limits may be available; please let us know if you would like to receive a quote for higher limits.

Please review and let us know if you have any questions or if you would like to accept this proposal. The below items must be received by our office prior to binding coverage:

- Confirmation to bind coverage
- Payment per the attached invoice

Sincerely,

Therese Bowen

Therese Bowen
Account Manager

Community Insurance Services
A Division of Brown & Brown

300 North Beach Street . • P.O. Box 2412
Daytona Beach, FL 32115-2412
386-252-9601 • 800-877-2769 - Fax 386-323-9110

A. M. Best Rating of Proposed Carrier(s):

Line of Business	Insurance Company	Rating	Admitted / Non-Admitted
Fiduciary	Travelers Casualty and Surety Company of America	Aa+, XV	Admitted

General Rating:

Rating Categories	Rating Symbols
Superior	A+ to A++
Excellent	A to A-
Good	B+ to B++
Fair	B to B-
Marginal	C+ to C++
Weak	C to C-
Poor	D

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category:

Class	Range ($ in Thousands)
Class I	Up-$1,000
Class II	$1,000-$2,000
Class III	$2,000- $5,000
Class IV	$5,000-$10,000
Class V	$10,000-$25,000
Class VI	$25,000-$50,000
Class VII	$50,000-$100,000
Class VIII	$100,000-$250,000
Class IX	$250,000-$500,000
Class X	$500,000-$750,000
Class XI	$750,000-$1,000,000
Class XII	$1,000,000-$1,250,000
Class XIII	$1,250,000-$1,500,000
Class XIV	$1,500,000-$2,000,000
Class XV	$2,000,000-Greater

The Financial Size Category is an indication of the size of an Insurer and is based on reported policyholder's surplus conditional or technical reserve funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities ($ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown, Inc. does not guarantee financial condition of the insurers listed above.

Community Insurance Services
A Division of Brown & Brown

300 North Beach Street . • P.O. Box 2412
Daytona Beach, FL 32115-2412
386-252-9601 • 800-877-2769 - Fax 386-323-9110

RELATED INFORMATION

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at (386) 252-9601 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

TRAVELERS

Sean McCann
PO Box 2950
Hartford, CT 06104-2950
Phone: (407) 388-3262
Fax: (800) 330-3109
Email: SPMCCANN@travelers.com

September 8, 2023

THERESE BOWEN
BROWN & BROWN INC
300 N BEACH ST

RE: **Benefit Plan:** CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN
120 S FLORIDA AVE,
DELAND, FL 32720

Insurance Representative: MARK HAYWARD
120 S FLORIDA AVE
DELAND, FL 32720

Expiring Policy Number: 106181747

Policy Period: October 1, 2023 to October 1, 2024

Dear THERESE BOWEN:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit **www.rmplusonline.com** to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Sean McCann
Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2022, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

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Travelers Casualty and Surety Company of America
QUOTE OPTION #1

LIABILITY COVERAGES:

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
Designated Benefit Plan Fiduciary Liability	$3,000,000 for all Claims	N/A	$15,000(A) for each **Claim** under Insuring Agreement A	10/01/2001	10/01/2001

TOTAL ANNUAL PREMIUM - $14,460.00

(Other term options listed below, if available)

COVERAGE DETAILS:

Settlement Program Limit of Liability: $100,000 for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability

HIPAA Limit of Liability: $100,000 which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability

502(c) Penalties Limit of Liability: $100,000 which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

ANNUAL REINSTATEMENT:

Liability Coverage Limit of Liability: N/A

PREMIUM DETAIL:

Total Premium includes Waiver of Recourse Premium of $100 per annual term, paid from funds other than plan assets.

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	$14,460.00	$0.00	$245.82	$14,705.82	$14,705.82

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

DBP-15001-1112 Designated Benefit Plan Fiduciary Liability Coverage Declarations
DBP-16001-1112 Designated Benefit Plan Fiduciary Liability Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement

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AFE-19038-1119	Premium, Tax And Surcharge Disclosure
DBP-17009-1112	Florida Changes Endorsement
DBP-17055-1112	Table of Contents Florida
DBP-19001-1112	Designation of Insurance Representative Endorsement
DBP-19002-1112	Waiver of Recourse Endorsement
DBP-19003-1112	Governmental Plan Endorsement
DBP-19025-1112	Addition of Specified Benefit Plan Endorsement
DBP-19083-0315	Global Coverage Compliance Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

1 none

COMMISSION: 15.00%

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure
For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

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THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

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TRAVELERS

PO Box 2950
Hartford, CT 06104-2950

Toll-Free ERISA HelpLine

As part of the services provided through Risk Management PLUS+ Online®, Travelers Bond & Specialty Insurance is pleased to provide its Fiduciary Liability policyholders with access to the ERISA HelpLine, a toll-free hotline designed for quick, practical guidance on day-to-day workplace issues.

To utilize the HelpLine, call **1-888-401KLAW (1-888-401-5529)**.

Through the ERISA HelpLine, policyholders are eligible for a consultation with an ERISA attorney from the law firm of Jackson Lewis P.C. at no charge. Jackson Lewis P.C., one of the largest law firms in the country, is exclusively dedicated to representing management on workplace issues. With more than 950 attorneys throughout the U.S. and Puerto Rico, the firm has both a recognized expertise in workplace-related issues and a dedicated ERISA practice.

The ERISA HelpLine is designed to provide general guidance on issues relating to employee benefits and ERISA law. From reviewing potential compliance pitfalls to defending employers and plan sponsors in adversary proceedings and appeals under internal agency procedures, attorneys from Jackson Lewis P.C. are there to help you. The ERISA HelpLine is available toll-free from anywhere in the United States.

We encourage policyholders to take advantage of this no-cost hotline. For more information about the hotline, go to www.rmplusonline.com/ERISAHelpLine.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, and its property casualty affiliates, PO Box 2950, Hartford, CT 06104-2950.

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TRAVELERS

PO Box 2950
Hartford, CT 06104-2950

September 8, 2023

CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN
120 S FLORIDA AVE,
DELAND, FL 32720

Re: Important Information about **Claims Information Line**

Dear CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

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P.O. Box 2950
Hartford, CT 06104-2950

9/8/2023

CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN

120 S FLORIDA AVE,
DELAND, FL 32720

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP120000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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SPECIMEN - QUOTE 1

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
P.O. Box 2950
Hartford, Connecticut 06104-2950

(866) 904.8348

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SPECIMEN - QUOTE 1

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Florida Insurer Contact Information Notice

For information about this policy, contact the insurance agent or broker listed in the policy. If additional information is needed, contact Travelers at the following address:

Travelers
P.O. Box 2950
Hartford, Connecticut 06104-2950

Or call Travelers at 800.328.2189

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Premium, Tax, And Surcharge Disclosure

The following premium, tax, and surcharge amounts apply to this Policy as of the inception date.

$14,460.00	Policy Premium
$101.22	Florida Guaranty Fund Surcharge
$144.60	Florida Guaranty Fund Emergency Surcharge
$14,705.82	Total

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SPECIMEN - QUOTE 1

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed $100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

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SPECIMEN - QUOTE 1

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TABLE OF CONTENTS – FLORIDA

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability

It is agreed that:

The following is added to the **Policy**:

I.	*INSURING AGREEMENTS*	*1*
II.	*DEFINITIONS*	*1*
III.	*EXCLUSIONS*	
	A. EXCLUSIONS APPLICABLE TO ALL LOSS	*4*
	B. EXCLUSIONS APPLICABLE TO ALL LOSS, OTHER THAN DEFENSE EXPENSES	*5*
IV.	*SEVERABILITY OF EXCLUSIONS*	*6*
V .	*CONDITIONS*	*6*

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106181747

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THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.

I. INSURING AGREEMENTS

A. The Company will pay on behalf of the **Insured**, **Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Act**.

B. The Company will pay on behalf of the **Insured**, **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice**; provided that participation by the **Insured** in any **Settlement Program** commences during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

II. DEFINITIONS

Wherever appearing in this **Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this section II. DEFINITIONS:

A. ***Additional Defense Limit of Liability*** means the amount set forth in ITEM 5 of the Declarations. If "*Not Applicable*" is selected for the **Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from this **Policy**.

B. ***Administration*** means:

1. giving counsel, advice, or notice to participants or beneficiaries with respect to a **Benefit Plan**;

2. interpreting a **Benefit Plan**;

3. handling records in connection with a **Benefit Plan**; or

4. effecting enrollment, termination or cancellation of participants or beneficiaries under a **Benefit Plan** .

C. ***Annual Reinstatement of the Limit of Liability*** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable limit of liability for each **Policy Year** during the **Policy Period**.

D. ***Application*** means the application deemed to be attached to and forming a part of this **Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Policy** will waive or change any of the terms, conditions and limitations of this **Policy**.

E. ***Benefit Plan*** means only those plans or trusts set forth in ITEM 1 of the Declarations or those plans or trusts designated within an endorsement to this **Policy**.

F. ***Benefit Plan Committee*** means any committee of the **Benefit Plan**, including any **Benefit Plan** investment or administration committee, that is established by the **Benefit Plan** and that is comprised entirely of **Insured Persons**.

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G. ***Benefit Plan Official*** means a natural person officer, including any executive director or functional equivalent thereof; member of the board of trustees; in-house risk manager; or in-house general counsel of the **Benefit Plan**.

H. ***Change of Control*** means:

1. the full assumption of fiduciary responsibilities or **Administration**, with respect to a **Benefit Plan** by one or more other persons or entities; or

2. the acquisition of a **Benefit Plan**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of a **Benefit Plan** into or with another entity or employee benefit plan such that the **Benefit Plan** is not the surviving entity.

I. ***Claim*** means:

1. a written demand for monetary damages or non-monetary relief;

2. a civil proceeding commenced by service of a complaint or similar pleading;

3. a criminal proceeding commenced by filing of charges;

4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, including a fact-finding investigation by the Department of Labor or the Pension Benefit Guaranty Corporation;

5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or

6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for a **Wrongful Act**.

A **Claim** will be deemed to have been made on the earliest date written notice thereof is received by an **Insured**.

J. ***Defense Expenses*** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.

K. ***HIPAA*** means the Health Insurance Portability and Accountability Act of 1996, as amended.

L. ***Insurance Representative*** means the entity or person so designated by endorsement to this **Policy** .

M. ***Insured*** means:

1. the **Insured Persons**;

2. any **Benefit Plan**; and

3. any **Benefit Plan Committee** in its capacity as a fiduciary or trustee of a **Benefit Plan**, or in its **Administration** of a **Benefit Plan**.

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N. ***Insured Person*** means any natural person who was, is now or becomes a trustee; committee member; officer; in-house general counsel; or employee of a **Benefit Plan**, but only while acting in his or her capacity as a fiduciary of a **Benefit Plan** or as a person performing **Administration**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

O. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this **Policy**, **Settlement Fees**. **Loss** does not include:

1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; **Section 502(c) Penalties**; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of **HIPAA**); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;

2. payment of medical benefits, pension benefits, severance, or any other benefit provided under a **Benefit Plan** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:

   a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or

   b. that portion of any damage, settlement or judgment covered as **Loss** under this **Policy** that represents a loss to any **Benefit Plan**, or loss to any account of a participant in any **Benefit Plan**, by reason of a change in value of any investments held by such **Benefit Plan** or such account, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or

3. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION, of this **Policy**.

P. ***Policy*** means, collectively, the Declarations, the **Application**, this Designated Benefit Plan Fiduciary Liability Coverage, and any endorsements attached hereto.

Q. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 3 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Policy**.

R. ***Policy Year*** means:

1. the period of one year following the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof; and

2. the time between the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Policy** if such time period is less than one year.

S. ***Pollutant*** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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T. ***Potential Claim*** means any **Wrongful Act** that may subsequently give rise to a **Claim**.

U. ***Related Wrongful Act*** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.

V. ***Section 502(c) Penalties*** means civil penalties imposed on any **Insured** pursuant to Section 502(c) of the Employee Retirement Income Security Act of 1974, as amended.

W. ***Settlement Fees*** mean any fees, penalties or sanctions imposed by law under a **Settlement Program** that any **Insured** becomes legally obligated to pay as a result of a **Wrongful Act**. **Settlement Fees** will not include any costs or expenses other than such fees, penalties or sanctions.

X. ***Settlement Program*** means any voluntary compliance resolution program or similar voluntary settlement program, administered by the Internal Revenue Service or Department of Labor of the United States, including the Employee Plans Compliance Resolution System, the Self Correction Program, the Audit Closing Agreement Plan, the Delinquent Filer Voluntary Compliance program, and the Voluntary Fiduciary Correction program, entered into by a **Benefit Plan**.

Y. ***Settlement Program Notice*** means a prior written notice to the Company by the **Insured** of the **Insured's** intent to enter into a **Settlement Program**.

Z. ***Wrongful Act*** means:

1. any actual or alleged breach of fiduciary duty by or on behalf of the **Insured** with respect to any **Benefit Plan**, including:

   a. any actual or alleged breach of duties, obligations and responsibilities imposed by the Employee Retirement Income Security Act of 1974, as amended, COBRA, **HIPAA**, or by any similar or related federal, state, local, or foreign law or regulation, in the discharge of the **Insured's** duties with respect to a **Benefit Plan**; or

   b. any other matter claimed against an **Insured** solely because of the **Insured's** status as a fiduciary of a **Benefit Plan**; or

2. any actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the **Administration** of a **Benefit Plan**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Policy**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.

2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, or humiliation.

3. The Company will not be liable for **Loss** for any **Claim**:

   a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;

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SPECIMEN - QUOTE 1

b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**, or

c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided this exclusion will not apply to any **Claim** by or on behalf of a beneficiary of, or participant in, any **Benefit Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Benefit Plan** in any organization if such diminution in value is allegedly as a result of a **Pollutant**.

4. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, other than a **Benefit Plan**, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

5. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation other than COBRA, **HIPAA** or the Employee Retirement Income Security Act of 1974, including amendments thereto and regulations promulgated thereunder or any similar common or statutory law.

6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.

7. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Benefit Plan Official** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Policy**.

8. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 3 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Policy** is a direct renewal or replacement or which it succeeds in time.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:

a. committing any intentionally dishonest or fraudulent act or omission;

b. committing any willful violation of any statute, rule, or law; or

c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any

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statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

3. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim**:

   a. based upon or arising out of the failure to collect from employers any contributions owed to a **Benefit Plan**, unless the failure is the result of a negligence by any **Insured**; or

   b. for the return of any contributions to any employer if such amounts are or could be chargeable to a **Benefit Plan**.

C. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT B

The Company will pay no **Settlement Fees** or **Defense Expenses** with respect to any **Claim** or investigation in connection with a **Settlement Program**, of which any **Insured** first became aware or received notice prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured** will be imputed to any other **Insured** to determine the application of any of the exclusions set forth in section III. EXCLUSIONS above.

V. CONDITIONS

A. TERRITORY

This **Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world, where legally permissible.

B. RETENTION

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under this **Policy**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under this **Policy**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under this **Policy**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

However, none of the Retention amounts set forth in ITEM 5 of the Declarations will apply to:

1. **Settlement Fees** under section I. INSURING AGREEMENTS, B., of this **Policy**;

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2. **502(c) Penalties**; or

3. civil penalties under the privacy provisions of **HIPAA**.

C. LIMIT OF LIABILITY

1. Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Annual Reinstatement of the Limit of Liability**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under this **Policy** will not exceed the remaining Limit of Liability stated in ITEM 5 of the Declarations.

2. Settlement Program Limit of Liability

The Company's maximum limit of liability for all **Settlement Fees** and **Defense Expenses** in connection with each **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability. However, if ITEM 5 of the Declarations indicates that Additional Defense Coverage is applicable, **Defense Expenses** incurred in connection with a **Settlement Program Notice** will apply first to and reduce the remaining **Additional Defense Limit of Liability**; provided that the Settlement Program Limit of Liability will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

Furthermore, in the event a **Claim** covered under Insuring Agreement A. and a **Settlement Program Notice** covered under Insuring Agreement B. arise from the same facts, circumstances, situations, or events, the Company's maximum limit of liability under Insuring Agreement B. for the **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, but such limit will apply only to all **Settlement Fees** in connection with such **Settlement Program Notice**. In such an event, **Defense Expenses** incurred in connection with the **Claim** and the **Settlement Program Notice** will be subject to the Limit of Liability for each **Claim** stated in ITEM 5 of the Declarations.

3. HIPAA Limit of Liability

The Company's maximum limit of liability for all civil money penalties under the privacy provisions of **HIPAA** will not exceed the amount set forth in ITEM 5 of the Declarations as the HIPAA Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

4. 502(c) Penalties Limit of Liability

The Company's maximum limit of liability for all **Section 502(c) Penalties** will not exceed the amount set forth in ITEM 5 of the Declarations as the Section 502(c) Penalties Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

5. Annual Reinstatement of the Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Limit of Liability**:

a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining limit of liability stated in ITEM 5 of the Declarations; and

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b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining limit of liability for the last **Policy Year** in effect at the time of the termination or cancellation of this **Policy** or the **Change of Control**.

6. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If the limit of liability is exhausted by the payment of amounts covered under this **Policy**, the premium for this **Policy** will be fully earned, all obligations of the Company under this **Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under this **Policy**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that this **Policy** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under this **Policy** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, the Limit of Liability. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the **Additional Defense Limit of Liability**:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and

2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

1. If Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by this **Policy**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.

2. If Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations:

a. the Company will have no duty to defend any **Claim** covered by this **Policy**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by this **Policy** and the selection of appropriate defense counsel; and

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b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under this **Policy**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under this **Policy**.

3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under this **Policy**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. INSURED'S DUTIES IN THE EVENT OF A CLAIM OR SETTLEMENT PROGRAM NOTICE

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by a **Benefit Plan Official**. If a **Benefit Plan Official** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices of **Claims** and **Settlement Program Notices** must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim** or enter into a **Settlement Program**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses** or **Settlement Fees**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, **Settlement Fees**, assumed obligation or admission to which it has not consented.

G. NOTICE OF POTENTIAL CLAIMS

If an **Insured** first becomes aware of a **Potential Claim** during the **Policy Period**, and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt.

H. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of

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settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Policy** for such **Claim** will not exceed the remaining applicable limit of liability.

J. MERGER OF PLANS

If, during the **Policy Period**, a **Benefit Plan** is merged with another **Benefit Plan**, this **Policy** will continue to provide coverage for both plans, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**.

If, during the **Policy Period**, a **Benefit Plan** ("Covered Plan") is merged with another benefit plan for which coverage is not provided under this **Policy** ("Uncovered Plan"), this **Policy** will continue to provide coverage for only the Covered Plan, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**, but only for **Claims** for **Wrongful Acts** which occurred prior to the date of such merger.

K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Policy** may not be canceled by or on behalf of any **Insured** and the entire premium for the **Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Insurance Representative** will have the right to give the Company notice that the **Insured** desires to purchase a Run-Off Extended Reporting Period for this **Policy** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by this **Policy**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability;

2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**; and

3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Run-Off Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Run-Off Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Run-Off Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty

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(30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy** will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Insured** will have the right to purchase the Extended Reporting Period under the terms of section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy**.

L. TERMINATION OF PLAN

If before or during the **Policy Period** any **Benefit Plan** is terminated, this **Policy** will provide coverage for such plan, subject to all other terms, conditions and limitations of this **Policy** for so long as this **Policy** remains in effect as to the **Insureds**.

M. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of this **Policy** for any reason other than nonpayment of premium, the **Insurance Representative** may give the Company written notice that the **Insured** desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by this **Policy**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability;

2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation; and

3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of such termination or nonrenewal.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

N. SUBROGATION

In the event of payment under this **Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

O. RECOURSE

Unless such right is waived by an endorsement to this **Policy**, the Company will have the right of recourse pursuant to Section 410(b)(1) of the Employee Retirement Income Security Act of 1974, as amended, against any **Insured** that breaches a fiduciary obligation if this **Policy** is purchased using assets of the **Benefit Plan**.

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P. RECOVERIES

All recoveries from third parties for payments made under this **Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;

2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

3. third, to the Company to reimburse the Company for the amount paid hereunder; and

4. fourth, to the **Insured** in satisfaction of any applicable Retention;

provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

Q. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and

2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Poli**cy than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

R. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under this **Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Policy** and also loss that is not covered by this **Policy** because such **Claim** includes both covered and uncovered matters, then such covered **Loss** and uncovered loss will be allocated as follows:

   a. one hundred percent (100%) of **Defense Expenses** incurred by and on behalf of the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and

   b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In making such a determination, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then

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the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under this **Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Policy** and also loss that is not covered by this **Policy** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

S. CANCELLATION

The Company may cancel this **Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Insurance Representative**, unless payment in full is received within twenty (20) days of the **Insurance Representative's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

Subject to the provisions set forth in section III. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insured** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. In the event the **Insurance Representative** cancels, the earned premium will be computed on a pro-rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 3 of the Declarations.

T. OTHER INSURANCE

This **Policy** will apply only as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Policy** by reference in such other policy to the Policy Number of this **Policy**. This **Policy** will not be subject to the terms of any other insurance.

U. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Policy**.

No person or organization has any right under this **Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

V. CHANGES

Only the **Insurance Representative** is authorized to make changes in the terms of this **Policy** and solely with the Company's prior written consent. This **Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Policy**. Notice to any representative of the **Insured** o r knowledge possessed by any agent or by any other person will not effect a waiver or

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change to any part of this **Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Policy** issued by the Company.

W. ASSIGNMENT

This **Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

X. REPRESENTATIONS

By acceptance of the terms set forth in this **Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue, this **Policy** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 3 of the Declarations, that the statement or representation was untrue;

2. any **Benefit Plan**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and

3. any **Benefit Plan**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Policy**, contained any such untrue statement or representation.

Y. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Polic**y was issued, to make any changes in the form of this **Policy**, by which the insurance afforded by this **Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

Z. AUTHORIZATION

By acceptance of the terms herein, the **Insurance Representative** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Insurance Representative**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Policy**.

AA. ENTIRE AGREEMENT

This **Policy**, including the Declarations, the **Application**, and any endorsements attached hereto, constitutes the entire agreement between the Company and the **Insured**.

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SPECIMEN - QUOTE 1

BB. HEADINGS

The titles of the various paragraphs of this Policy and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATION OF INSURANCE REPRESENTATIVE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

For all relevant purposes under the **Policy**, the **Insurance Representative** is MARK HAYWARD.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106181747

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RECOURSE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

In consideration of a separate premium paid to the Company from funds other than from assets of a **Benefit Plan**, the Company waives the right of recourse provided by section ***V. CONDITIONS***, **O. RECOURSE**, of the **Policy**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 106181747

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL PLAN ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following replaces section ***II. DEFINITIONS***, **I. *Claim***:

   I. ***Claim*** means:

   1. a written demand for monetary damages or non-monetary relief;

   2. a civil proceeding commenced by service of a complaint or similar pleading;

   3. a criminal proceeding commenced by filing of charges;

   4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document;

   5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or

   6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

   against an **Insured** for a **Wrongful Act**.

   A **Claim** will be deemed to have been made when such **Claim** is first commenced as set forth in this definition or, in the case of a written demand, when such written demand is first received by an **Insured**.

2. The following is added to section ***III. EXCLUSIONS***, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

   The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:

   a. any investment in debt obligations of the state set forth in ITEM 1 of the Declarations, or in debt obligations of any political or governmental agency in such state; or

   b. the inadequate funding of the **Benefit Plan**.

3. Section ***V. CONDITIONS***, **O. RECOURSE**, is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 106181747

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITION OF SPECIFIED BENEFIT PLAN ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

The following is added to section ***II. DEFINITIONS***, **E. *Benefit Plan***:

Benefit Plan also means the plans or trusts set forth in the Specified Benefit Plan Schedule below.

Specified Benefit Plan Schedule

Police Officers Retirement Trust Fund
Firefighters Retirement Trust Fund
Nationwide 457 Plan
Nationwide 401A DC Plan

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106181747

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following is added to section **V. CONDITIONS**:

   SANCTIONS

   This **Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

2. The following replaces section **V. CONDITIONS**, **A. TERRITORY**:

   A. TERRITORY AND VALUATION

   1. This **Policy** applies anywhere in the world; provided, this **Policy** does not apply to **Loss** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

   2. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

3. The following is added to section **V. CONDITIONS**, **E. CLAIM DEFENSE**:

   In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section V. CONDITIONS, E. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

   If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, then this section V. CONDITIONS, E. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section V. CONDITIONS, R. ALLOCATION, 2.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106181747**

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following replaces section ***II. DEFINITIONS***, **O. *Loss***:

O. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award, for which an **Insured** is vicariously liable; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this **Policy**, **Settlement Fees**, but only to the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such **Settlement Fees** are insurable under the laws of that jurisdiction. **Loss** does not include:

1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; **Section 502(c) Penalties**; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of **HIPAA**, but only to the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such **Settlement Fees** or civil penalties are insurable under the laws of that jurisdiction; provided that the funds or assets of the pension scheme will not be used to fund, pay or reimburse the premium for this coverage or any portion thereof); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;

2. payment of medical benefits, pension benefits, severance, or any other benefit provided under a **Benefit Plan** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:

   a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or

   b. that portion of any damage, settlement or judgment covered as **Loss** under this **Policy** that represents a loss to any **Benefit Plan**, or loss to any account of a participant in any **Benefit Plan**, by reason of a change in value of any investments held by such **Benefit Plan** or such account, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or

3. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION, of this **Policy**.

To the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida, **Loss** includes coverage for direct or vicarious

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SPECIMEN - QUOTE 1

punitive or exemplary damages, or the multiple portion of any multiplied damage award, incurred by the **Insureds**, if such damages are insurable under the laws of that jurisdiction.

2. The following is deleted from the third paragraph of section ***V. CONDITIONS***, **K. CHANGE OF CONTROL**:

   The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

3. The following is deleted from the second paragraph of section ***V. CONDITIONS***, **M. EXTENDED REPORTING PERIOD**:

   The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

4. The following replaces section ***V. CONDITIONS***, **S. CANCELLATION**:

   S. CANCELLATION

   The Company may cancel this **Policy** for failure to pay a premium when due, in which case written notice, including the reason for cancellation, will be given to the **Insurance Representative** at least 20 days before the effective date of such cancellation, unless payment in full is received within 20 days of the **Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

   Subject to the provisions set forth in section V. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insureds** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. The Company will refund any unearned premium computed on a pro-rata basis if this **Policy** is canceled by the **Insurance Representative** on behalf of the **Insureds**. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company will mail any unearned premium within 15 working days after the effective date of termination.

   The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice to that effect, including the reason for nonrenewal, at least 45 days before the Expiration Date set forth in ITEM 3 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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SPECIMEN - QUOTE 1

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Second Reading of Ordinance No. 2023-18, Amending Land Development Regulations Text to Remove the Minimum Acreage for Planned Developments in the Core Gateway Overlay District 1st RDG. 8-21-23.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2023-18 , Minimum size for PD - 8-3-23 PB Staff Report, Core Gateway Zone Map - ADA (PDF)

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

In order to provide additional options for infill and redevelopment within the Core Gateway Overlay District, staff has proposed removing the minimum lot size for Planned Development rezoning requests within the Core Gateway Overlay:

33-32.02. ***Criteria and standards for approval.***
(a) *Minimum conditions for approval.* The approval of Planned Development rezoning or development plan may not be approved unless the following minimum conditions are met:
1. Except in the ~~Downtown Commercial land use designation~~ Core Gateway Overlay District, the minimum size of the proposed development shall be one acre for both residential and nonresidential development. Planned Developments in the ~~Downtown Commercial land use designation~~ Core Gateway Overlay District have no minimum size.
2. Minimum setbacks established in the PD ~~at the perimeter of the development~~ shall be consistent with those of the abutting zone districts, except in the ~~Downtown Commercial land use designation~~Core Gateway Overlay District, where the minimum setback established in the PD shall be compatible with the setbacks of the adjacent properties.
~~3. The development shall be consistent with the DeLand Comprehensive Plan, unless a corresponding amendment to the Comprehensive Plan is also adopted.~~

On August 21, 2023, the City Commission approved the request on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community and Change Focus Areas - Land Development Code Review - Review of codes to address future development patterns and issues.

Community Consistent Growth - Encourage use of Planned Development Agreements in zonings.

Preparing for the Future/Sustainablity - Increase opportunities for affordable housing.

SUSTAINABILITY:

Institute Smart Growth Principles:
3. Create housing opportunities and choices – providing quality housing for people of all income levels and age

groups.
8. Strengthen and direct development to existing communities – development directed to communities already served by infrastructure, use resources of existing neighborhoods and maintain value of public and private investment.
9. Make development decisions predictable, fair, and cost effective – to be able to meet the future demand for development; the concept must be accepted and endorsed by private sector. Predictability assures developers their projects can be approved.

Land Use Guidelines:
3. Concentrate development in the urban core region or at transit oriented sites and corridors. The urban core is the key area to focus development, maintain a strong job base and take advantage of existing infrastructure.
4. Create housing opportunities and choices by providing quality housing for people of all income levels and age groups.
5. Accept styles of housing other than single family dwellings to accommodate the shift in demographics where there will be fewer households with children and provide for households with adult children or aging parents
10. Take advantage of compact development design that uses less land for building size as well as parking. Appropriate locations for cluster or compact development are dependent upon neighborhood qualities.
17. Encourage new growth to locate in the existing developed areas through infill of undeveloped lands and the reuse or better use of existing buildings.

FISCAL IMPACT:

By eliminating the minimum size for a Planned Development Overlay within the Core Gateway Overlay, additional opportunities for redevelopment and infill could be achieved in this area. By encouraging development within the Core Gateway area where there is existing infrastructure and services, there could be a reduced need for expansion of City services.

RECOMMENDATION:

Staff recommends the City Commission approve this ordinance amendment on second reading.

BACKGROUND/DISCUSSION:

The City's current Land Development Regulations provide limited options for redevelopment of existing properties. Property owners have expressed concerns regarding the lack of flexibility for infill projects. Currently, the only options for seeking relief from the current development standards is through either the Planned Development (PD) or Variance processes. However, outside of the Downtown Commercial District, the minimum size for a PD is 1 acre. Often, the opportunities for infill and redevelopment within the Core Gateway district can be found on lots smaller than 1 acre in size. In order to provide additional opportunities for redevelopment and infill projects, staff is proposing to expand the options for PD's by removing the minimum 1 acre size for properties within the Core Gateway Overlay District. Further, staff has proposed revised setback requirements for PD's within the Core Gateway to allow for the setbacks of the adjacent properties to be used as a guide for the PD standards.

Understanding that PD's can present additional costs for the developers, staff will be drafting by-right infill and redevelopment standards as part of the overall, full code update. These proposed infill and redevelopment standards would include performance standards and criteria that would enhance or replace the PD option within the Core Gateway Overlay District.

ORDINANCE NO. 2023 - 18

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS MODIFYING THE MINIMUM ACREAGE FOR PLANNED DEVELOPMENTS IN THE CORE GATEWAY OVERLAY DISTRICT BY AMENDING SECTION 33-32.02(a) "MINIMUM CONDITIONS FOR APPROVAL; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's Land Development Regulations currently require a minimum area of one acre in order to obtain planned development (PD) zoning in all future land use categories except the Downtown Commercial future land use category, in which there is no minimum area requirement; and

WHEREAS, planned development zoning provides for flexibility to permit projects on lots that may be small, irregular in shape or have other unique characteristics; and

WHEREAS, it is oftentimes difficult to develop small infill projects within the City's "core" area because of the difficulty in complying with all existing land development regulations; and

WHEREAS, in order to provide additional options for infill and redevelopment within the Core Gateway Overlay District, the City Commission desires to expand the areas in which there is no minimum area requirement for planned development zonings to include all areas within the City's Core Gateway Overlay District; and

WHEREAS, staff has undertaken a comprehensive review of the City's Land Development Regulations and it has been determined that the revisions set forth in this ordinance will be beneficial to the efficient administration of Chapter 33 of the Code of Ordinances of the City of DeLand

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

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-32.02(a), "*Minimum conditions for approval*." by adding the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-32.02. *Criteria and standards for approval.*

(a) *Minimum conditions for approval.* The approval of Planned Development rezoning or development plan may not be approved unless the following minimum conditions are met:

1. Except in the ~~Downtown Commercial land use designation~~ Core Gateway Overlay District, the minimum size of the proposed development shall be one acre for both residential and nonresidential development. Planned Developments in

the ~~Downtown Commercial land use designation~~ Core Gateway Overlay District have no minimum size.

2. Minimum setbacks established in the PD ~~at the perimeter of the development~~ shall be consistent with those of the abutting zone districts, except in the ~~Downtown Commercial land use designation~~ Core Gateway Overlay District, where the minimum setback established in the PD shall be compatible with the setbacks of the adjacent properties.

~~3. The development shall be consistent with the DeLand Comprehensive Plan, unless a corresponding amendment to the Comprehensive Plan is also adopted.~~

Section 2. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 3. 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 4. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Section 1 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2 through 5 shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the Code of Ordinances of the City of DeLand to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

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

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of October, 2023.

_____
Christopher M. Cloudman
Mayor–Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 21, 2023
Adopted on second reading: October 16, 2023

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

PLANNING STAFF
REPORTTO
CITY OF DELAND PLANNING
BOARD
August 9, 2023

APPLICATION NO: **LDR23-148**

APPLICANT: City of DeLand

REQUEST: **City-Initiated Land Development Regulations - Text Amendment to the Modify the Minimum Acreage for Planned Developments in the Core Gateway Overlay District**

APPLICABLE ORDINANCES: *Sec. 33-135. Procedure for text amendments.*

> *33-135.01(a)* Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.
>
> *33-135.12(b)* The Planning board shall review proposed changes in this chapter, which shall make a recommendation to the city commission prior to final action adopting or not adopting the amendment. However, at the request of the planning board or the city commission, or in the discretion of the city manager, proposed amendments may be taken directly to the city commission for action.

LOCATION: City-wide

BACKGROUND: The City's current Land Development Regulations provide limited options for redevelopment of existing properties. Property owners have expressed concerns regarding the lack of flexibility for infill projects. Currently, the only options for seeking relief from the standards is through the Planned Development (PD) and Variance processes. However, outside of the Downtown Commercial District, the minimum size for a PD is 1 acre. Often, the opportunities for infill and redevelopment can be found on lots smaller than 1 acre. In order to provide additional opportunities for redevelopment and infill projects, staff is proposing to expand the options for PD's by removing the minimum 1 acre size for properties within the Core Gateway Overlay District. Further, Staff has revised the setback requirements for PD's within the Core Gateway to allow for the setbacks of the adjacent properties to be used as a guide for the PD standards.

Understanding that PD's can present additional costs for the developers, staff will be drafting infill and redevelopment standards as part of the overall, full code update. These proposed infill and redevelopment standards would include performance standards and criteria and would enhance or replace the PD option within the Core Gateway Overlay District.

STAFF SUMMARY: In order provide additional options for infill and redevelopment within the Core Gateway Overlay District, staff has proposed the following revisions:

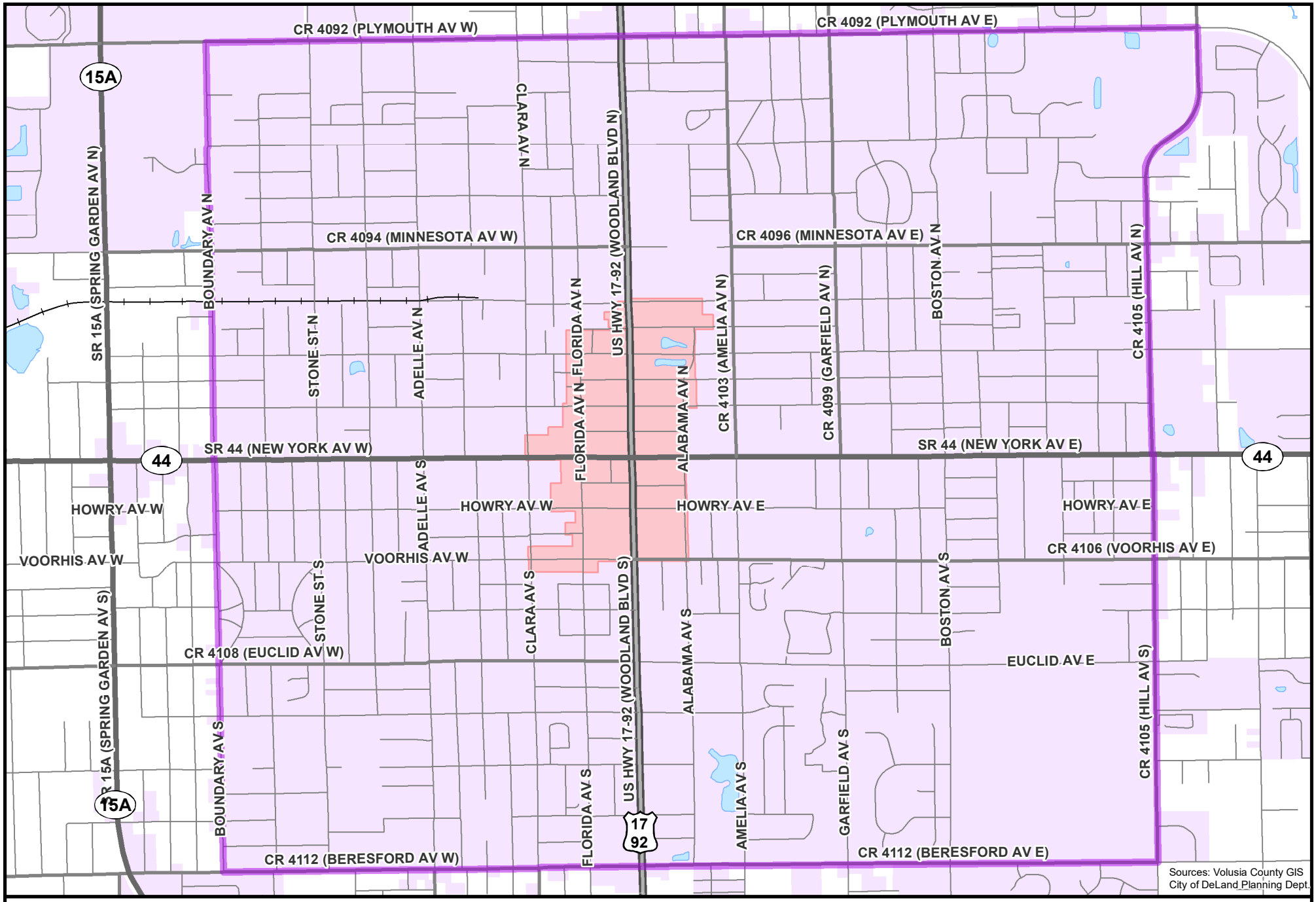
33-32.02. ***Criteria and standards for approval.***

(a) *Minimum conditions for approval.* The approval of Planned Development rezoning or development plan may not be approved unless the following minimum conditions are met:

1. Except in the ~~Downtown Commercial land use designation~~ Core Gateway Overlay District, the minimum size of the proposed development shall be one acre for both residential and nonresidential development. Planned Developments in the ~~Downtown Commercial land use designation~~ Core Gateway Overlay District have no minimum size.
2. Minimum setbacks established in the PD ~~at the perimeter of the development~~ shall be consistent with those of the abutting zone districts, except in the ~~Downtown Commercial land use designation~~Core Gateway Overlay District, where the minimum setback established in the PD shall be compatible with the setbacks of the adjacent properties.
3. ~~The development shall be consistent with the DeLand Comprehensive Plan, unless a corresponding amendment to the Comprehensive Plan is also adopted.~~

The public notice for this text amendment has been published in a newspaper of general circulation.

STAFF RECOMMENDATION: Staff recommends that the Planning Board forward this proposed text amendment, project number LDR23-148, Text Amendment to Modify the Minimum Acreage for Planned Developments within the Core Gateway Overlay District, to the City Commission for review and approval.



This map is a graphic representation and is not intended to be used for any engineering or surveying purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map.

Prepared by: City of DeLand Planning Dept.
October 24, 2018

City of DeLand
Core Gateway Map

Core Gateway Area
Downtown CRA District
DeLand City Limits

N

1 inch = 1,600 feet

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Second Reading of Ordinance No. 2023-22, Removing 6.105 Acres of Land from Lakewood Park CDD for Transfer to School Board 1st Rdg. 10-02-23.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: ORD-2023-22, Exhibit A-Lakewood Park CDD Boundary Amended

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

6.105 acres of land has been conveyed to the City the developer of the Lakewood Park (Lake Park Estates) development, which land will in turn be conveyed to the Volusia County School Board as part of the three-party agreement relating to the construction of the Beresford Avenue extension. This acreage, although currently undeveloped, needs to be removed from the limits of the Lakewood Park Community Development District (CDD). The attached ordinance is statutorily required in order to remove the property from the CDD.

On October 2, 2023, the City Commission approved the ordinance on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the City directly related to the removal of this acreage from the CDD.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

When the Lakewood Park PD was approved by the City and the Lakewood Park CDD was established, there was a different alignment for Beresford Avenue that took Beresford up to SR44. The Volusia County School Board, Volusia County and the City were able to work together to come up with an alternative and preferential alignment for Beresford which takes it out to Summitt Avenue. That, however, necessitated the area that was designated for the original alignment of the road, plus some additional acreage, being transferred to the School Board. That property cannot be part of the CDD and is therefore being removed from the CDD.

ORDINANCE NO. 2023-22

AN ORDINANCE OF THE CITY OF DELAND, VOLUSIA COUNTY, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2020-25 AND GRANTING THE PETITION FOR REDUCTION OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2023); DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner is Lakewood Park Community Development District, a special purpose government established pursuant to Chapter 190, Florida Statutes, and City of DeLand Ordinance 2020-25, containing approximately 198.02 acres, and has filed a Petition to contract the District boundaries;

WHEREAS, the parcel proposed to be removed is approximately 6.105 acres (Amended Parcel), more specifically described in the Petition. The Petition represents that the District is in the process of financing, constructing, and installing the services it intends on providing to the Amended Parcel, which include roads, stormwater management systems, utilities and landscaping;

WHEREAS, the Petition provides that should the District seek to finance, construct, and install any additional facilities, acceptance of offer of dedication of such facilities shall be at the sole discretion of the City Commission and nothing herein shall be construed as affirmative acceptance by the City Commission of improvements or acceptance of any operating maintenance obligations of the District;

WHEREAS, the filing of the Petition to contract the boundaries of the District by the District Board of Supervisors constitutes consent of all landowners within the District, pursuant to Chapter 190, Florida Statutes;

WHEREAS, all interested persons and affected units of general purpose local government were afforded an opportunity to present oral and written comments on the Petition at the duly noticed public hearing conducted by the City on October 16, 2023;

WHEREAS, upon consideration of the record established at the hearing, the City determined that statements within the Petition were true and correct, that the amended boundary of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of DeLand Comprehensive Plan, that the amended boundary within the District is of sufficient size, is sufficiently compact and sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for delivering community development services and facilities to the area served by the District, that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the amended boundary of the area to be served is amenable to separate special district governance; and

WHEREAS, the amended boundary of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition.

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

SECTION 1. RECITALS. The above recitals are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

SECTION 3. CDD BOUNDARIES. The Petition to contract the boundary of the District is hereby granted. The boundary of the District established in Ordinance No. 2020-25 is amended as described and depicted in Exhibit A. The amended boundary of the District encompasses 192 acres of land.

SECTION 4. FUNCTIONS AND POWERS. The Functions and Powers of the District established in Ordinance 2020-25 continue to apply.

SECTION 5. SAVING CLAUSE. The requirements and obligations of the District established in Ordinance No. 2020-25 shall continue to apply to the extent it does not conflict with this Ordinance. Nothing in this Ordinance shall be deemed as affirmative acceptance by the City of DeLand of any financial, operational, maintenance, or other responsibilities of the District nor be deemed as affirmative acceptance of any proposed improvement.

SECTION 6. SEVERABILITY. If any provision of this Ordinance or application thereof is formally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the illegal, invalid or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect pursuant to Florida Law.

PASSED AND DULY ADOPTED this 16th day of October, 2023.

_____
Christopher M. Cloudman
Mayor–Commissioner

ATTEST:

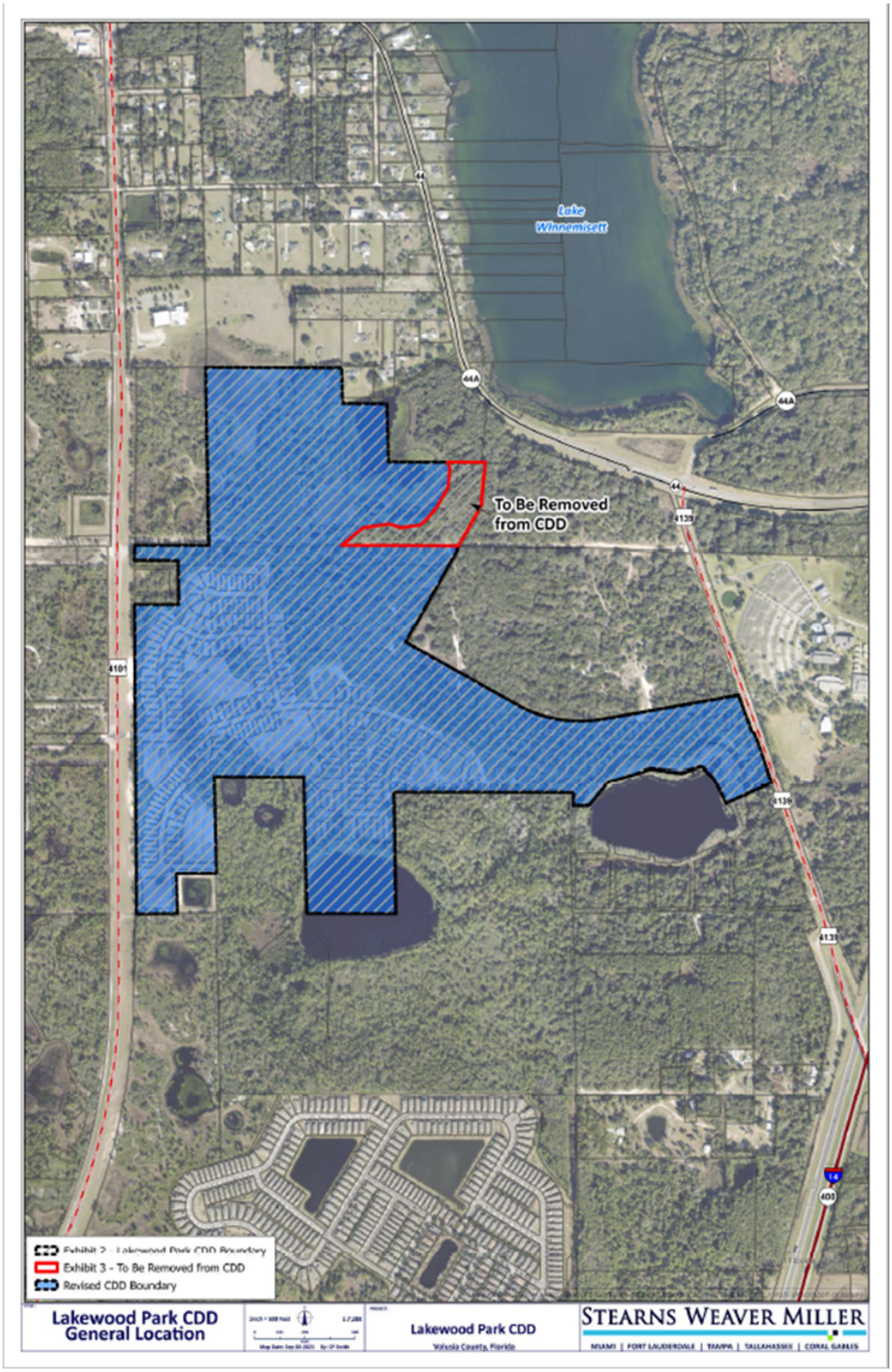
_____
Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

#12031995 v1

EXHIBIT A


Lake
Winnemisett
To Be Removed
from CDD
44A
44
4139
4101
4136
4138
Exhibit 3 - To Be Removed from CDD
Revised CDD Boundary
Lakewood Park CDD
General Location
Lakewood Park CDD
STEARNS WEAVER MILLER

Lakewood Park
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

September 26, 2023

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the Lakewood Park Community Development District ("District"). The District was established by Ordinance No. 2020-25, passed by the City Commission of the City of Deland, Florida on October 19, 2020. The current size of the District is approximately 198.02 +/- acres and the District is located entirely within the City of Deland, Florida (the "City"). The petition to amend the boundaries of the District seeks to subtract approximately 6.105 +/- acres located in the City from the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 191.915 +/- acres and is planned to be developed with a total of 434 residential dwelling units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Lakewood Park Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 434 residential dwelling units following the amendment of the District's boundaries.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Lakewood Park.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Deland, according to Census 2020, has a population of 37,351; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1

million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance amending the boundaries of the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District on the Amended Area will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The sole reason for the amending of the District's boundaries is to remove the Amendment Area. The development of the smaller, approximately 191.915 +/- acres, parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree likely similar to that of a slightly larger, pre-amendment, approximately 198.02 +/- acre, parcel contained within the existing District boundaries.

Amending the boundaries of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and smaller District, various public facilities and services for a smaller-sized development. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the amended and smaller District. The private developer of the land in the amended and smaller District will use its private funds to conduct the private land development and construction of an anticipated approximately 434 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved without amending the District's boundaries by the private sector alone, the private developer considers the amendment of the District's boundaries and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and smaller District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the amending of the boundaries of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and smaller District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a slightly larger District. The amended and smaller District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

The amending of the District's boundaries will, however, directly increase regulatory costs to the landowners within the Amendment Area. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is completely voluntary, all current property owners within the Amendment Area must consent to the amendment of the District's boundaries and the likelihood of additional transaction costs, and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for theservice and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed $5,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed amended District will serve land that comprises an approximately 191.915 +/- acre master planned residential development currently anticipated to contain a total of approximately 434 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,519 +/- and all of these residents as well as the landowners within the District will be

affected by the ordinance. The City and certain state agencies will not be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and enlarged District.

City of Deland, Florida

The existing District as well as the Amendment Area are both located within the City of Deland, Florida. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, the City approved ordinance establishing the District in 2020 and that petition possessed much information about the District and City staff should be generally familiar with the District. Second, review of the petition to amend the boundaries of the District does not include analysis of the project itself. Third, the petition itself provides much of the information needed for a staff review. Fourth, the City already possesses the staff needed to conduct the review without the need for new staff. Fifth, there is no capital required to review the petition. Sixth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to amend the boundaries of a community development district.

Further, there will be no increase in the very small annual costs to City, because of the amendment of the District's boundaries. The District is an independent unit of local government. The only annual costs the City faces, which will not change with the amendment of the District's boundaries, are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it maintains a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District

is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Please note that there is no additional facilities infrastructure resulted from the proposed contraction. Therefore, the proposed facilities and services and the estimated costs of construction in the entire CDD after contraction will remain the same as the original CDD.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the amendment of the District's boundaries. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Deland has a population of 37,351 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to amend the boundaries of the Lakewood Park Community Development District.

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: First Reading of Ordinance Amending Approximately 38.5 Acres of Property, Located at 801 Sol y Sombra for the Manchester Neighborhood Planned Development.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, Exhibit B-Manchester PD Amendment, Attachment A-Amended Planned Development Plan , Z23-123 Staff Report Manchester PD Amendment, Manchester PD 2021-11, Z23-123 Zoning Map - ADA, Z23-123 Aerial Map - ADA

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

First reading of an Ordinance to amend the Manchester PD to add a unit count to the Proposed Future Development Tract (Phases 2A & 2B) to permit the development of multi-family dwellings within said tract, as well as permit single-family dwellings to account for the proposed addition of four single-family homes within Phase 2B. At the time the initial PD approval, the applicant did not have a final development plan for Phase II and this area was identified as a future tract for either residential or medical offices. The Community Health Overlay allows for a density of up to 12 dwelling units per acre.

Currently, the PD restricts the number of dwelling units to 156 units allowed for the entire Manchester PD; and single-family homes are not listed as a permitted use. Phases 1A and 1B of the project consist of 156 dwelling units, thus making it impossible for Phase II to be developed. In addition, the existing single-family home in Phase 2B would be considered non-conforming. The proposed amendment addresses these two issues by providing for 37 multi-family units in Phase 2A and 4 single-family units in Phase 2B. The overall density for the entire PD area will be 5.14 dwelling units per acre.

At the September 13, 2023 meeting, the Planning Board recommended approval of the amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan under Strategic Focus Area: Preparing for the Future/Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future. The need for additional housing units throughout our region, as well as nationally, has become evident. This action is a step toward the City working to meet the housing needs of citizens in this region.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the amendment to the Manchester PD on first reading.

BACKGROUND/DISCUSSION:
The Manchester Neighborhood PD was originally approved in March of 2021 (Ord.# 2021-11) and consists of 2 phases on a total site area of approximately 38.5 acres. Phases 1A & 1B consisted of 156 units and Phase 2 was designated as a future development tract, as the ultimate use was unknown at the time of the initial PD. The applicant is requesting to amend the original PD agreement to add single-family homes as a permitted use as well as add additional residential units (37 multi-family and 4 single-family residential units) and establish development standards and entitlements.

- Existing: 156 multi-family units (Phase I A & B)
- Proposed: 37 multi-family units (Phase 2A)
- Proposed: 4 single-family units (Phase 2B)

Total of **197** units with approved amendment

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE MANCHESTER NEIGHBORHOOD PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 801 SOL Y SOMBRA APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 38.5 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mark Watts, Esq., on behalf of the owner, has filed for an amendment to the Manchester Neighborhood Planned Development (PD) of approximately 38.5 +/- acres of land located at 801 Sol Y Sombra, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Manchester Neighborhood PD was approved by City Commission in March 2021, City of DeLand's Ordinance No. 2021-11; and

WHEREAS, the applicant desires to amend the Manchester Neighbor PD for the development of multi-family units and single-family units; and

WHEREAS, the applicant is proposing the addition of 41 residential units; and

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

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

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

WHEREAS, the proposed development plan is consistent with the Low Density Residential future land use designation and Community Health Overlay.

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

Section 1. The City Commission has held a public hearing to approve the amendment to the Manchester Neighborhood Planned Development (PD) of approximately 38.5 +/- acres of land located at 801 Sol Y Sombra.

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

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

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

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

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

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

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

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

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

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

PASSED AND DULY ADOPTED this ___ 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

“EXHIBIT A”

LEGAL DESCRIPTION

DESCRIPTION: PHASE I (CREATED BY SURVEYOR)

LOTS 19 AND 20, LESS AND EXCEPT THE EAST 545.00 FEET, ASSESSORS SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST

AND

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
ALL IN VOLUSIA COUNTY, FLORIDA AND BEING MO PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29’58”W, ALONG THE EAST LINE OF SAID LANDS, AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET; THENCE RUN S89°27’58”W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31’58”E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27’58”W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN N01°32’05”W ALONG SAID LINE A DISTANCE OF 1150.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE RUN N88°34’18”E, ALONG THE NORTH LINE OF LOTS 19 AND 18, A DISTANCE OF 782.04 FEET TO THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 0055; THENCE RUN S01°29’42”E ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 336.93 FEET; THENCE RUN S89°24’00”W, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2179, PAGE 0055, A DISTANCE OF 118.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE RUN S01°32’55”E, ALONG THE EAST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4539, PAGE 1570, AND THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5, A DISTANCE OF 685.63 FEET; THENCE RUN N89°27’58”E, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, A DISTANCE OF 633.014 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.45 ACRES

AND

DESCRIPTION: PHASE II (CREATED BY SURVEYOR)

A PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29’58”W, ALONG THE EAST LINE OF SAID LANDS AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN S89°27’58”W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31’58”E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27’58”W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN S01°31’18”E, ALONG SAID LINE A DISTANCE OF 543.44 FEET; THENCE CONTINUE S01°30’56”E, ALONG SAID LINE OA DISTANCE OF 1298.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PLYMOUTH AVENUE; THENCE RUN N89°11’32”E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST PLYMOUTH A DISTANCE OF 60.00 FEET; THENCE RUN N01°30’24”W, A DISTANCE OF 1298.94 FEET; THENCE RUN N89°28’45”E, A DISTANCE OF 1236.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET; THENCE RUN N01°29’58”W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET, A DISTANCE OF 662.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.05 ACRES.

“EXHIBIT B”

FIRST AMENDMENT TO MANCHESTER NEIGHBORHOOD

PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Manchester Neighborhood Planned Development Agreement (the "First Amendment") is made this _____ day of _____, 2023 between the **CITY OF DELAND,** a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, and **SHEILA A. SCARLETT**, **DEBORAH F. DEEM, MARCIA F. WENK AND KAREN F. BARKER,** as individuals (collectively, “Scarlett”), **GC-DELAND, LLC**, a Florida limited liability company with a mailing address of 400 Galleria Parkway, Suite 1130, Atlanta, GA 30339 (collectively with Scarlett, the “Owners”), and **MANCHESTER COMMUNITIES, LLC**, a Florida limited liability company with a mailing address of 300 Interchange Blvd., Suite D, Ormond Beach, FL 32174 (hereafter, “Manchester” or “Developer”).

WHEREAS, the City and Manchester previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about March 15, 2021 and recorded in Official Records Book 8050, Page 259 of the Public Records of Volusia County, Florida in connection with the rezoning of ±38.5 acres known as the "Manchester Neighborhood” PD; and

WHEREAS, Manchester desires to add a unit count to the Proposed Future Development Tract (also referred to as Phases 2A and 2B) to permit the development of multiple-family dwellings within the Proposed Future Development Tract as well as permit single family dwellings to account for the proposed addition of four (4) single family homes within Phase 2B of the Future Development Tract; and

WHEREAS, the application of Manchester to amend the Manchester Neighborhood PD was duly and properly filed with the City on June 1, 2023 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to the Manchester Neighborhood PD Agreement were held by the Planning Board on September 13, 2023 and the City Commission on _____ and _____ after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

NOW THEREFORE, the City and Manchester acknowledge and agree that the Manchester Neighborhood PD is hereby amended to reflect the following changes, revisions and amendments to the Manchester Neighborhood PD Agreement and amended Planned Development Plan:

1. Paragraph D of the Development Agreement for the Manchester Neighborhood PD is amended as follows (changes shown in ~~strikethrough~~/<u>underline</u> format):

Permitted Uses within Proposed Future Development Tract:

General/Professional Offices.

Financial Institutions.

Apothecary shops.

Government and public land uses and buildings.

Private clubs and lodges.

Museums.

Parks, mini and neighborhood.

Adult day care home.

Single-family dwelling units.

Multiple-family dwellings and duplexes.

Independent living support uses.

Community uses including but not limited to clubhouse, cabana, pool, community garden, and sports courts.

Primary medical uses, including hospitals, outpatient clinics, continuing/long-term care services, hospice services, laboratories, medical research facilities, urgent or emergency medical services, offices of doctors, physical therapists, dentists and other health care providers.

Secondary medical uses including medical support facilities and similar uses, including but not limited to administrative offices, social service providers including counseling centers, fitness and rehabilitation centers including sports medicine and training facilities, health care related retail (i.e., pharmacy, medical supplies, medical apparel and equipment, miscellaneous retail trade including gift stores, bookstores, newsstands, florist, jewelry, video sales/rentals, and other retail ancillary to and located within a medical services facility, cafeterias, food and laundry and services located within, dependent on and directly related to a medical services facility.

Medical support uses, including short-term residential uses dependent upon or directly related to medical care, convalescent care facilities, skilled nursing facilities, group homes for the disabled and overnight accommodations, adult care services, including respite care, educational and meeting facilities and staff sleeping quarters.

2. Paragraph E of the Development Agreement for the Manchester Neighborhood PD is amended as follows (changes shown in ~~strikethrough~~/underline format):

E. Development Standards.

~~Residential Structures~~ Multiple-Family Dwellings:

Proposed Future Development Tract: The Proposed Future Development Tract (henceforth referred to as "Phases 2A and 2B") may be developed as an additional phase of the Adult Residential Housing Area pursuant to the Residential Structures lot development criteria described above or may be developed pursuant to the site development criteria detailed below, each set of lot development criteria shall include the number of units stated in Number 10. below:

Non-Residential/Medical Structures:

1. Maximum building height 50 ft.; 28ft. (one story) within 200 ft. of western boundary;
2. Maximum FAR 0.50;
3. Minimum lot area: 4,000 square ft.;
4. Minimum lot width: 40 ft.;

5. Minimum lot depth: 100 ft.;

6. Minimum building setbacks:

a. Front Yard: 25 ft.

b. Rear Yard: 25 ft.

c. Side Yard: 15 ft.

7. Minimum building separation of 15 ft.;

8. 20% Minimum open space;

9. 70% Maximum impervious surface area.

10. Number of Units: 41

Single-Family Dwellings:

1. Maximum building height: 35 ft.

3. Minimum lot area: 10,000 square ft.;

4. Minimum lot width: 100 ft.;

5. Minimum building setbacks:

a. Front Yard: 30 ft.

b. Rear Yard: 25 ft.

c. Side Yard: 15 ft.

6. 40% Maximum impervious surface area.

3. Exhibit B is amended to incorporate Attachment A herein as the amended Planned Development Plan for the Manchester Neighborhood PD.

IN WITNESS WHEREOF, the City and Manchester Communities, LLC have caused this First Amendment to the Manchester Neighborhood Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

City Commission of DeLand Florida

_____

Michael Pleus
City Manager

_____

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

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

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.: _____

My Commission Expires: _____

DEVELOPER

WITNESSES

MANCHESTER COMMUNITIES, LLC,
a Florida limited liability company

_____
Print Name

_____
Sign Name

By: _____
Print: _____
Title: _____

_____
Print Name

_____
Sign Name

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____, as _____ for and on behalf of **MANCHESTER COMMUNITIES, LLC**. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

OWNER

WITNESSES

GC-DELAND, LLC, a Florida limited liability company

By: **GEORGIA CAPITAL, LLC**, a Florida limited liability company, its member

_____
Print Name

_____
Sign Name

By: _____
Print: _____
Title:

Date: _____

_____
Print Name

_____
Sign Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____, as _____ for and on behalf of **GEORGIA CAPITAL, LLC**, a Florida limited liability company, as member of **GC-DELAND, LLC**. He/She is personally known to me or has produced _____ as identification.

Seal

_____
Notary Public

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

OWNER
SHEILA A. SCARLETT

_____
Print Name

_____
Sign Name

By: _____
Print: _____

_____
Print Name

_____
Sign Name

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **SHEILA A. SCARLETT**. She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

_____
Print Name

_____
Sign Name

_____
Print Name

_____
Sign Name

OWNER
DEBORAH F. DEEM

By: _____
Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **DEBORAH F. DEEM**. She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

_____
Print Name

_____
Sign Name

_____
Print Name

_____
Sign Name

OWNER
MARCIA F. WENK

By: _____
Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **MARCIA F. WENK**. She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

_____
Print Name

_____
Sign Name

_____
Print Name

_____
Sign Name

OWNER
KAREN F. BARKER

By: _____
Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **KAREN F. BARKER**. She is personally known to me or has produced _____ as identification.

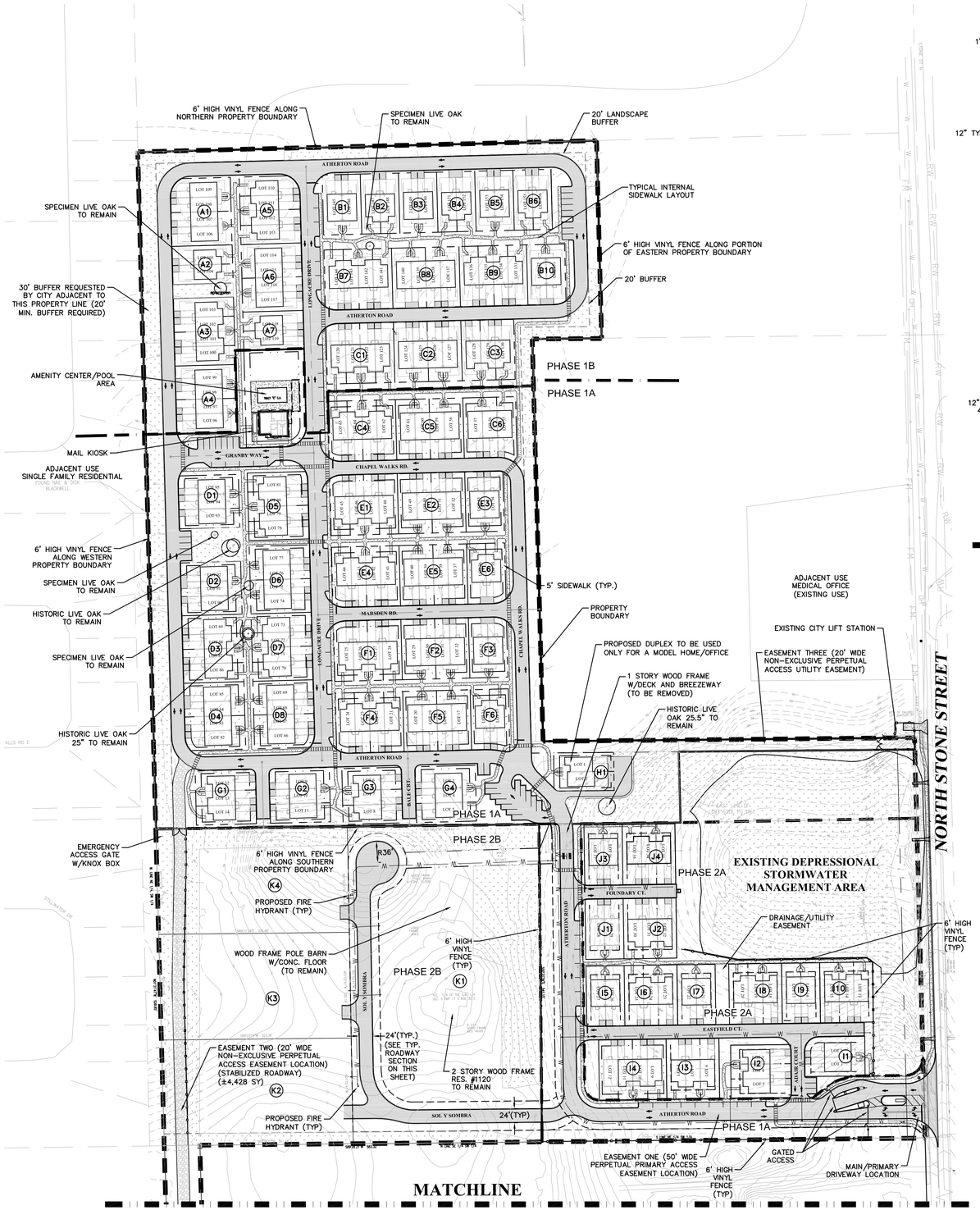
_____
Notary Public

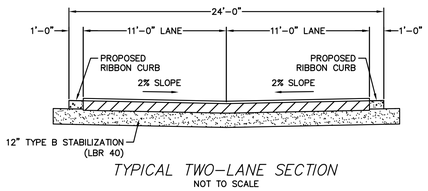
Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

Attachment A
Amended Planned Development Plan

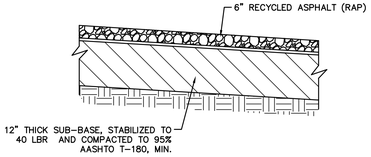
ATTACHMENT A





TYPICAL TWO-LANE SECTION
NOT TO SCALE

NEW CONSTRUCTION
2" TYPE "SP-12.5" STRUCTURAL COURSE W/
8" CRUSHED CONCRETE BASE COURSE (LBR 125)
AND 12" TYPE B STABILIZATION (LBR 40)

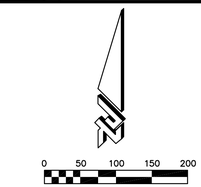


TYPICAL STABILIZED ROADWAY SECTION
NOT TO SCALE

SITE DATA (PHASE 1A & 1B)

TOTAL PD AREA	38.5 AC.
CURRENTLY PROPOSED DEVELOPMENT AREA	19.48 AC.
NUMBER OF LOTS PHASE 1A	95
NUMBER OF LOTS PHASE 1B	61
TOTAL NUMBER OF LOTS	156
DENSITY	8.0 DU/AC
REQUIRED TREE PROTECTION AREA (15%)	5.8 AC.
PROPOSED TREE PROTECTION AREA WITHIN PH-1A & PH-1B DEVELOPMENT AREA	3.0 AC.
REMAINING TREE PROTECTION TO BE PROVIDED WITHIN THE PH-2A & PH-B DEVELOPMENT	2.8 AC.
REQUIRED ON-SITE TREES (1/2,500 S.F.)	339
COVERED PARKING	156
ADDITIONAL SURFACE PARKING	70
TOTAL PARKING PROVIDED	226
PROPOSED MAXIMUM BUILDING HEIGHT	35'
MIN. LOT AREA	1,000 SF
MIN. LOT WIDTH	25'
MINIMUM YARD SIZE (BUILDING)	
FRONT YARD	15'
REAR YARD	10'
SIDE YARD	0'
BUILDING SEPARATION SIDE TO SIDE	15'
BUILDING SEPARATION FRONT TO FRONT	40'
MIN. FLOOR AREA	600 SF
MAX. LOT COVERAGE	85%
* MAX ISR (IMPERVIOUS SURFACE RATIO)	70%
OPEN SPACE (EXCLUDING TREE PROTECTION AREA)	4.02 AC

* AS DESIGNATED WITHIN THE MEDICAL OVERLAY DISTRICT



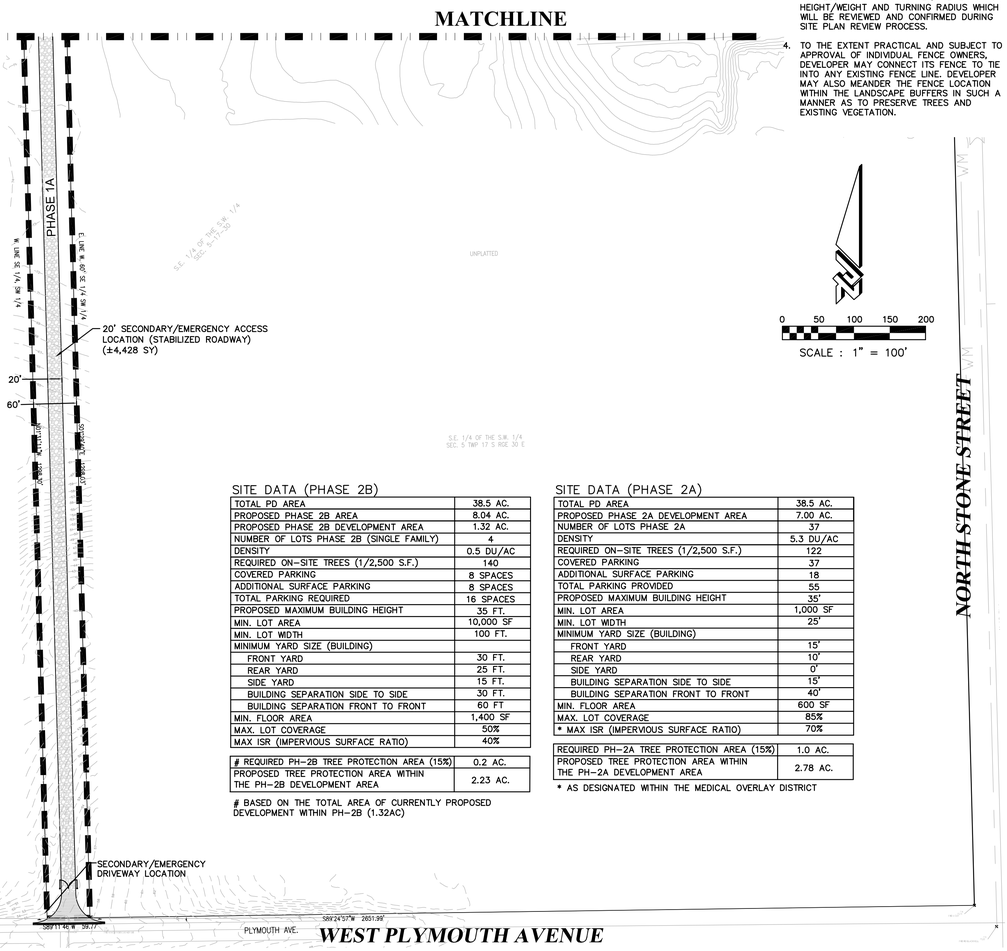
LEGEND:

- TREE PRESERVATION AREA
- PROPOSED ASPHALT PAVEMENT
- PROPOSED STABILIZED ROADWAY
- DENOTES HISTORIC OR SPECIMEN TREE
- DENOTES DEVELOPMENT AREA BOUNDARY
- DENOTES TOTAL PD BOUNDARY

PLANNED DEVELOPMENT NOTES:

1. LOCATIONS OF HISTORIC SPECIMEN TREES TO REMAIN TO BE VERIFIED BY THE PROJECT SURVEYOR.
2. STORMWATER RUNOFF TO BE CAPTURED & TREATED WITHIN THE EXISTING DEPRESSIONAL STORMWATER MANAGEMENT AREA.
3. ALL ROADS TO MEET HYDRANT REQUIREMENTS AS WELL AS APPARATUS REQUIREMENTS FOR HEIGHT/WEIGHT AND TURNING RADIUS WHICH WILL BE REVIEWED AND CONFIRMED DURING SITE PLAN REVIEW PROCESS.
4. TO THE EXTENT PRACTICAL AND SUBJECT TO APPROVAL OF INDIVIDUAL FENCE OWNERS, DEVELOPER MAY CONNECT ITS FENCE TO TIE INTO ANY EXISTING FENCE LINE. DEVELOPER MAY ALSO MEANDER THE FENCE LOCATION WITHIN THE LANDSCAPE BUFFERS IN SUCH A MANNER AS TO PRESERVE TREES AND EXISTING VEGETATION.

MATCHLINE



SITE DATA (PHASE 2B)

TOTAL PD AREA	38.5 AC.
PROPOSED PHASE 2B AREA	8.04 AC.
PROPOSED PHASE 2B DEVELOPMENT AREA	1.32 AC.
NUMBER OF LOTS PHASE 2B (SINGLE FAMILY)	4
DENSITY	0.5 DU/AC
REQUIRED ON-SITE TREES (1/2,500 S.F.)	140
COVERED PARKING	8 SPACES
ADDITIONAL SURFACE PARKING	8 SPACES
TOTAL PARKING REQUIRED	16 SPACES
PROPOSED MAXIMUM BUILDING HEIGHT	35 FT.
MIN. LOT AREA	10,000 SF
MIN. LOT WIDTH	100 FT.
MINIMUM YARD SIZE (BUILDING)	
FRONT YARD	30 FT.
REAR YARD	25 FT.
SIDE YARD	15 FT.
BUILDING SEPARATION SIDE TO SIDE	30 FT.
BUILDING SEPARATION FRONT TO FRONT	60 FT
MIN. FLOOR AREA	1,400 SF
MAX. LOT COVERAGE	50%
MAX ISR (IMPERVIOUS SURFACE RATIO)	40%

# REQUIRED PH-2B TREE PROTECTION AREA (15%)	0.2 AC.
PROPOSED TREE PROTECTION AREA WITHIN THE PH-2B DEVELOPMENT AREA	2.23 AC.

BASED ON THE TOTAL AREA OF CURRENTLY PROPOSED DEVELOPMENT WITHIN PH-2B (1.32AC)

SITE DATA (PHASE 2A)

TOTAL PD AREA	38.5 AC.
PROPOSED PHASE 2A DEVELOPMENT AREA	7.00 AC.
NUMBER OF LOTS PHASE 2A	37
DENSITY	5.3 DU/AC
REQUIRED ON-SITE TREES (1/2,500 S.F.)	122
COVERED PARKING	37
ADDITIONAL SURFACE PARKING	18
TOTAL PARKING PROVIDED	55
PROPOSED MAXIMUM BUILDING HEIGHT	35'
MIN. LOT AREA	1,000 SF
MIN. LOT WIDTH	25'
MINIMUM YARD SIZE (BUILDING)	
FRONT YARD	15'
REAR YARD	10'
SIDE YARD	0'
BUILDING SEPARATION SIDE TO SIDE	15'
BUILDING SEPARATION FRONT TO FRONT	40'
MIN. FLOOR AREA	600 SF
MAX. LOT COVERAGE	85%
* MAX ISR (IMPERVIOUS SURFACE RATIO)	70%

REQUIRED PH-2A TREE PROTECTION AREA (15%)	1.0 AC.
PROPOSED TREE PROTECTION AREA WITHIN THE PH-2A DEVELOPMENT AREA	2.78 AC.

* AS DESIGNATED WITHIN THE MEDICAL OVERLAY DISTRICT

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OSPREY/ENGLEWOOD, FL 34224
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-31-23	JLHK	SUBMITTAL TO CITY OF DELAND

MANCHESTER NEIGHBORHOOD PD
PLANNED DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

PROJECT NO: ZC 19194
DESIGNED BY: HK
DRAFTED BY: MM
CHECKED BY: RMH

DRAWING FILE: 19194-PD-PH2
XREF'S: 19194_BASE.DWG
XREF'S: XXXXX.DWG

HALUK KILIC, P.E., NO.84244
NOT VALID WITHOUT SEAL

SHEET: 1 OF 1

R:\2019\19194 MANCHESTER SENIOR HOUSING\PD-PH2\19194-PD-PH2.DWG - PRINTED: 7/31/2023 8:53 AM

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

September 13, 2023

APPLICATION NO.: Z23-123

STAFF PLANNER: Kendall Story

APPLICANT: Mark Watts, Esq., Cobb Cole

REQUEST: Amending the Manchester Neighborhood PD

APPLICABLE REGULATIONS:

Article IV OVERLAY AND FLOATING ZONES
Sec. 33-32 – Planned Development District.
Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location: 801 Sol y Sombra
Parcel Size: +/- 38.5 ac.
Land Use: Low Density Residential/Community Health Overlay
Existing Zoning: Manchester Neighborhood PD
Existing Use: Wooded/single-family residential

	SURROUNDING USE:	**SURROUNDING ZONING:**
North:	VC: Urban Low Intensity/ Community Health Overlay	VC: A-3&M; A-3A (VC)
South:	VC: Commercial/Community Health Overlay	VC: B-1&M
East:	Mixed-Office Residential/ Community Health Overlay	P-1&M
West:	Low Density Res; High Density Residential	Hillpointe PD; Cascades PD; Hillpointe Apartments PD; C-1

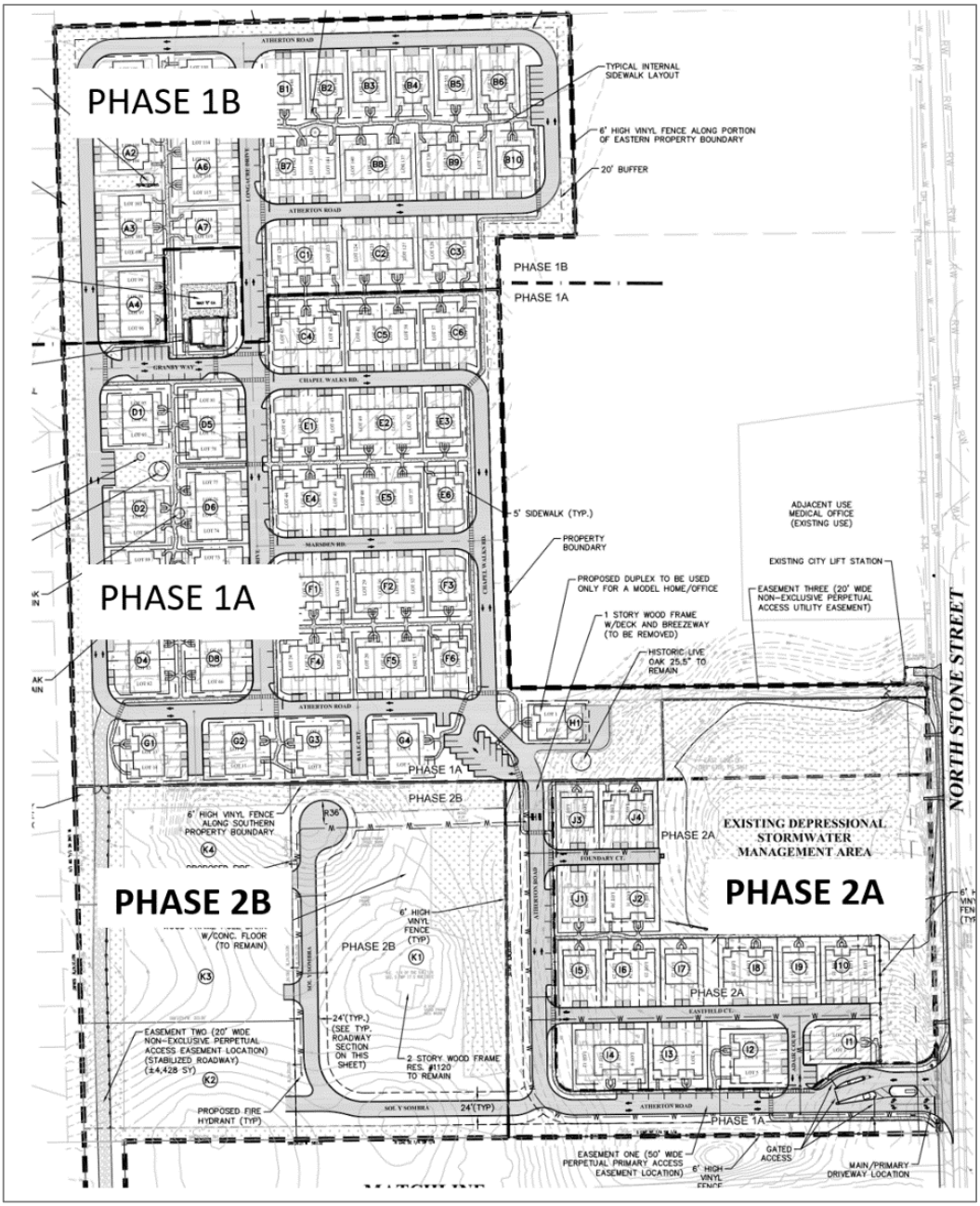
B. ANALYSIS:

The Manchester Neighborhood PD was approved in March of 2021 (Ord.# 2021-11) and consists of four phases, totaling +/-38.5 acres in all, located on the west side of N. Stone St, just north of the Advent Health Hospital DeLand property. It is bordered by The Cascades residential PD and the Hillpointe Apartments PD to the west; transitional agriculture zoning to the north; assisted living & nursing facilities to the east; and medical uses to the south.

The applicant is requesting to amend the PD agreement for the purposes of adding single-family homes as a permitted use, and to establish development standards and entitlements for the *Proposed Future Development Tract* (Phase II). Currently, the PD restricts the number of dwelling units to 156 units allowed for the entire Manchester PD; and single-family homes are not listed as a permitted use. This makes it impossible for Phase II to be developed and will make the existing single-family home in Phase 2B non-conforming.

If approved, the PD agreement will allow for an additional 41 dwelling units and would allow for single-family homes, and also include the existing home in Phase 2B.

At the July 20, 2023, Technical Review Committee meeting, a vote was made to forward the proposed 1st Amendment to the Manchester PD be forwarded on to the Planning Board, subject to



addressing remaining Staff comments. The applicant has since submitted a revised concept plan along with an updated version of the amendment and has addressed the outstanding comments.

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

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

The subject property has a future land use designation of Low Density Residential which allows up to 5.8 residential units per acre. The PD amendment proposes an additional 41 dwelling units be allowed in Phase II.

Total of **197** units with approved amendment

- 156 units (Phase I)
- 37 units (Phase 2A)
- 4 units (Phase 2B)

While the underlying land use of Low Density Residential typically allows up to 5.8 du/ac., the Community Health future land use overlay allows for an increase of up to 12 du/ac. when constructing residential in the form of a Pocket Neighborhood. The proposed PD is not a Pocket Neighborhood development, but townhomes are consistent within the Low Density Residential land use designation and with the previously-approved Scarlett PD. The proximity of senior housing to medical-related uses is also consistent with the general intent of the overlay.

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

An Environmental Assessment report was completed on April 10, 2023. According to the report,

> *There are no wetlands or surface waters present onsite, thus no wetland or surface impacts are proposed. A 100% gopher tortoise survey will be required within 90 days of construction.*

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

The applicant intends to provide affordable housing for seniors within close proximity to the hospital; and therefore, is anticipated to have a positive economic impact on the area.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City.

Due to the project size and type of development as an age-restricted community, a Traffic Impact Analysis is not required. This segment of Stone St. has a current Daily LOS of "C" per Volusia County Traffic Counts, and an Allowable LOS of "E".

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

The subject property is still part of the Manchester Neighborhood PD. The amendment being proposed is similar to Phase I in that both phases allow for many of the same uses and will be required to follow the similar or same development standards outlined in the PD.

6. Was there a mistake in the original classification?

There was no mistake in the original classification; however, the original agreement did not account for additional residential uses in Phase II, nor did it include the existing single-family residential structure as a permitted use.

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

The availability of different types of housing options for seniors (townhomes instead of single-family, detached houses), convenient to uses often utilized by seniors, should have a positive impact on the general area.

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

The subject property was previously rezoned to allow for single-family townhomes. The Manchester PD, being age-restricted and with a reduced number of units, should create even less impact than the original approval.

C. CONCLUSION:

The Applicant is proposing this first Amendment to the Manchester Neighborhood PD to accommodate additional residential units and allow for single-family residential development. The existing PD limits the maximum number of residential units to 156 for all phases of the PD. The existing PD does not allow single-family homes as a permitted use. Phase I used all of the residential entitlements allowed.

The preliminary plat for Phase 2A (PSB23-059) and Phase 2B (PSB23-065) have both been submitted along with a draft final plat. However, these applications cannot move forward unless a PD amendment is approved.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the requested 1st Amendment to the Manchester PD on to the City Commission with a recommendation for approval.

ORDINANCE NO. 2021 - 11

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM SCARLETT PLANNED DEVELOPMENT (PD) TO MANCHESTER NEIGHBORHOOD PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED ON THE WEST SIDE OF NORTH STONE STREET, JUST NORTH OF ADVENTHEALTH HOSPITAL DELAND PROPERTY; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 38.5 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mark Watts, Esq., on behalf of the owner Sheila Ann Scarlett (hereinafter referred to as "Applicant"), the owner of approximately 38.5 +/- acres of land located on the west side of North Stone Street, just north of AdventHealth Hospital DeLand property, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Scarlett PD Planned Development (PD) to Manchester Neighborhood Planned Development (PD); and

WHEREAS, the Applicant is requesting that the existing Planned Development document be amended to allow for up to 156 attached, townhome lots; and

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

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

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

WHEREAS, the proposed development plan is consistent with the Low Density Residential/Community Health Overlay land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Scarlett Planned Development (PD) to Manchester Neighborhood Planned Development (PD) on the property located on the west side of north Stone Street, just north of the AdventHealth Hospital DeLand, consisting of approximately 38.5 +/- acres.

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

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Manchester Neighborhood, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

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

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

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

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

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

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

PASSED AND DULY ADOPTED this 15th day of March, 2021.

Robert F. Apgar
Mayor - Commissioner

ATTEST:
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: February 01, 2021
Adopted on second reading: March 15, 2021

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION: PHASE I (CREATED BY SURVEYOR)

LOTS 19 AND 20, LESS AND EXCEPT THE EAST 545.00 FEET, ASSESSORS SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST

AND

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
ALL IN VOLUSIA COUNTY, FLORIDA AND BEING MO PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS, AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET; THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN N01°32'05"W ALONG SAID LINE A DISTANCE OF 1150.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE RUN N88°34'18"E, ALONG THE NORTH LINE OF LOTS 19 AND 18, A DISTANCE OF 782.04 FEET TO THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 0055; THENCE RUN S01°29'42"E ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 336.93 FEET; THENCE RUN S89°24'00"W, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2179, PAGE 0055, A DISTANCE OF 118.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE RUN S01°32'55"E, ALONG THE EAST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4539, PAGE 1570, AND THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5, A DISTANCE OF 685.63 FEET; THENCE RUN N89°27'58"E, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, A DISTANCE OF 633.014 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.45 ACRES

AND

DESCRIPTION: PHASE II (CREATED BY SURVEYOR)

A PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMERCE AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN S01°31'18"E, ALONG SAID LINE A DISTANCE OF 543.44 FEET; THENCE CONTINUE S01°30'56"E, ALONG SAID LINE OA DISTANCE OF 1298.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PLYMOUTH AVENUE; THENCE RUN N89°11'32"E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST PLYMOUTH A DISTANCE OF 60.00 FEET; THENCE RUN N01°30'24"W, A DISTANCE OF 1298.94 FEET; THENCE RUN N89°28'45"E, A DISTANCE OF 1236.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET; THENCE RUN N01°29'58"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET, A DISTANCE OF 662.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.05 ACRES.

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # Z20-098, Application of

MANCHESTER COMMUNITIES, LLC.

ORDINANCE # 2021-11

ORDER AND RESOLUTION

GRANTING A REQUEST FOR AMENDMENT OF SCARLETT PD TO

MANCHESTER NEIGHBORHOOD PD

The application of Manchester Communities, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on March 15, 2021. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on November 18, 2020 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Manchester Communities, LLC was duly and properly filed herein on July 20, 2020 as required by law.

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

C. That the Applicant is the contract purchaser of all or a portion of 38.5 +/- acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owners of the properties, Sheila A. Scarlett, Deborah F. Deem, Marcia F. Wenk and Karen F. Barker, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from SCARLETT PD to MANCHESTER NEIGHBORHOOD PD.

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 15th DAY OF MARCH, 2021, AS FOLLOWS:

A. That the Application of Manchester Communities, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from Scarlett PD to Manchester Neighborhood PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Manchester Neighborhood PD.

D. That the City of DeLand Land Development Regulations Ordinance No. 2002-09, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land Development Regulations Ordinance No. 2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The City of DeLand, will ensure overall compliance with this Ordinance.

E. Unless otherwise provided for herein, the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD.

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

DEVELOPMENT AGREEMENT

A. Development Concept. The +/- 38.5-acre property (the "Property") shall be developed as a PD substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the Property as a PD and shall regulate the future land use of this parcel. This Development Agreement replaces and supersedes the Scarlett PD approved by City of DeLand Ordinance No. 2006-67. The development of the initial +/-20.5-acre first phase of the Property is intended primarily for the housing of self-directed, independent persons 55 years of age and older, including support services for physical shelter maintenance, community security, as well as social and well-health programming. The homeowners association documentation will affirm consistency with Title VIII of the Civil Rights Act of 1968), as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act) and as further amended by the Housing for Older Persons Act of 1995 (HOPA). As such, all dwelling units shall be subject to deed restrictions attached to all sale contracts and lease agreements and acknowledged by signature and date by seller, purchaser, or tenant, as appropriate. Such deed restrictions shall be recorded and be irrevocable for a period of thirty years.

1. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Zev Cohen & Associates, Inc. and dated December 2020 and this Development Agreement. The Planned Development Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. If the uses for the Proposed Future Development Tract are consistent with the uses and standards listed under the Medical Services Overlay District and this Development Agreement, no Planned Development Plan amendment shall be required. For purposes of compliance with the Medial Services Overlay District, any portion of the Property included within the Planned Development shall count towards the acreage requirement for development under the Medical Services Overlay District.

3. Subdivision Approval or Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a final plat and/or final site plan, as applicable, of the area to be subdivided shall be submitted for review and approval in the manner required by Article XIII of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended. Notwithstanding the previous sentence, the construction of no more than twelve (12) dwelling units, including model homes and office space, as well as the infrastructure necessary to support said homes, said infrastructure including but not limited to stabilized road base for access and water service to said dwelling units, shall be permitted prior to the recording of either the final plat or the area to be subdivided. Notwithstanding the foregoing, no certificates of occupancy will be awarded to any of said dwelling units until such time that the final plat(s) are recorded in the public records. Lots on the Property shall be subdivided in accordance with the City of DeLand's Land Development Regulations.

B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after approval and recording of the Final Plat.

C. Phases of Development. The project may be developed in one or more than one phase, and mass-grading of the site may occur over the entire development area as part of any phase, as depicted on concept plan. Mass-grading of the Proposed Future Development Tract may occur after final site plan approval. Mass-graded areas will be stabilized with vegetation cover.

D. Land Uses Within the PD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed Manchester Neighborhood PD. The location and size of said land use areas are shown on the Development Plan Map, Exhibit "B".

Permitted Uses within Adult Residential Housing Area:

Adult day care home.

Mini and neighborhood parks.

Multiple-family dwellings and duplexes.

Independent living support uses.

Community uses including but not limited to clubhouse, cabana, pool, community garden, and sports courts.

Permitted Uses within Proposed Future Development Tract:

General/Professional Offices.

Financial Institutions.

Apothecary shops.

Government and public land uses and buildings.

Private clubs and lodges.

Museums.

Parks, mini and neighborhood.

Adult day care home.

Multiple-family dwellings and duplexes.

Independent living support uses.

Community uses including but not limited to clubhouse, cabana, pool, community garden, and sports courts.

Primary medical uses, including hospitals, outpatient clinics, continuing/long-term care services, hospice services, laboratories, medical research facilities, urgent or emergency medical services, offices of doctors, physical therapists, dentists and other health care providers.

Secondary medical uses including medical support facilities and similar uses, including but not limited to administrative offices, social service providers including counseling centers, fitness and rehabilitation centers including sports medicine and training facilities, health care related retail (i.e., pharmacy, medical supplies, medical apparel and equipment, miscellaneous retail trade including gift stores, bookstores, newsstands, florist, jewelry, video sales/rentals, and other retail ancillary to and located within a medical services facility, cafeterias, food and laundry and services located within, dependent on and directly related to a medical services

facility.

Medical support uses, including short-term residential uses dependent upon or directly related to medical care, convalescent care facilities, skilled nursing facilities, group homes for the disabled and overnight accommodations, adult care services, including respite care, educational and meeting facilities and staff sleeping quarters.

E. Development Standards.

Residential Structures:

1.	Minimum lot area:	1,000 sf
2.	Minimum lot width:	25 feet
3.	Minimum building setbacks:	
	a. Front yard (facing courtyards):	15 ft.
	b. Rear yard (facing drive aisles):	10 ft.
	c. Side yard:	0 ft.
	d. Between buildings (side to side):	15 ft.
	e. Between buildings (front to front or rear to rear):	40 ft.
	f. Minimum floor area:	600 sq. ft.
	g. Maximum lot coverage:	85 %

h. Maximum building height: 35 ft.; 28ft. (one story) within 200 ft. of western boundary1;

4. Maximum number of units: 156

5. Off-Street Parking: There will be one (1) covered parking space for each unit. There will be seventy (70) additional surface parking spaces provided. Enforcement of parking and maintenance of the access road shall be the responsibility of the property owners' association.

Proposed Future Development Tract: The Proposed Future Development Tract may be developed as an additional phase of the Adult Residential Housing Area pursuant to the Residential Structures lot development criteria described above or may be developed pursuant to the site development criteria detailed below:

1. Maximum building height 50 ft.; 28ft. (one story) within 200 ft. of western boundary;
2. Maximum FAR 0.50;
3. Minimum lot area: 4,000 square ft.;
4. Minimum lot width: 40 ft.;
5. Minimum lot depth: 100 ft.;
6. Minimum building setbacks:

a. Front Yard: 25 ft.

b. Rear Yard: 25 ft.

c. Side Yard: 15 ft.

1 Intended to cover first two rows of dwelling units from the western boundary.

7. Minimum building separation of 15 ft.;

8. 20% Minimum open space;

9. 70% Maximum impervious surface area.

Site:

1. Landscaping and buffer requirements: All landscaping on the Property, including but not limited to landscaping located within buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. In addition, the following buffer requirements shall apply to the Property:

North and East Buffer:

A 20 ft. buffer will run along the north and east sides of a portion of the Property. The east buffer shall meet the requirements of Buffer Standard "A" of Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations. The north buffer shall meet the planting requirements of Buffer Standard "B" per Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations. The portion of the eastern buffer adjacent to the Stone Street Right-of-Way shall comply with the Emerging Gateway Corridor standards under the City of DeLand Land Development Regulations.

West Buffer:

A 30 ft. buffer will run along the west side of a portion of the Property

and will meet Buffer Standard "C" of Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations. Developer shall remove invasive species within the western buffer at the time of fence installation on the western property line.

South Buffer:

South side buffer to be installed per the applicable Land Development Regulations upon development of southern parcel, depicted as Proposed Future Development Tract on Exhibit "B" (see Buffer Standard listed in 33.92.02(b)(3) of the City of DeLand Land Development Regulations). No buffer shall be required adjacent to the north line of the Proposed Future Development Tract until the use of that property is determined. If the Proposed Future Development Tract is developed as an additional phase of the Adult Residential Housing use, no buffer shall be required to allow the phases of development to be integrated. Buffering along the south side of the north line of the Proposed Future Development Tract shall otherwise comply with the Buffer Standards listed in 33.92.02(b)(3) of the City of DeLand Land Development Regulations based on the uses developed on that tract in the future.

Portions of the northern, southern, eastern, and western Property line shall include a 6-foot-high fence or similar barrier as approved during subdivision review on the Property boundary line, as shown on the Concept Plan. To the extent practical and subject to approval of individual fence owners, Developer may connect its fence or similar barrier to tie into any existing

fence line. Developer may also meander the fence or similar barrier location within the landscape buffers in such a manner as to preserve trees and existing vegetation. If right-of-way dedications are required by Volusia County, the landscape buffers will be measured from the new right-of-way line. Existing vegetation within the buffers will be preserved to the extent possible; however, changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material and may use a combination of saved and planted material to meet this standard. All dwelling units located within 200 feet of the western property boundary shall be limited to one story, not exceeding 28 feet in maximum height.

2. Signage: Signage for the Manchester Neighborhood PD shall be provided per the Land Development Regulations. Ground signs identifying the subdivision shall be placed at the entrance at North Stone Street. One (1) ground sign for the Proposed Future Development Tract shall also be permitted on North Stone Street.

3. Impervious surface: Impervious surface for the Manchester Neighborhood PD shall not exceed 70%. Common green space and a pedestrian walking trail, as depicted on the Planned Development Plan, shall be provided throughout the subdivision. The following are permitted, but not required uses for the green space and amenity areas: community

garden, picnic area, community fire pit, pavilion, BBQ area, sports courts: pickleball, shuffleboard and similar activities, cabana area, pool, medical uses at a clubhouse including but not limited to rehabilitation, fitness, health related retail and other similar medical and health care uses.

F. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended unless specifically stated herein. Tree Protection Areas preserving a minimum of 15% of the overall site, excluding any required right-of-way dedication areas, shall be maintained as shown on Exhibit "B". For development of this project, Laurel Oak trees shall not be considered, for the purpose of calculating tree replacement and preservation, as specimen or historic trees. Mitigation for each Laurel Oak tree measuring greater than 20 inches DBH shall require reduced replacement of one 3-inch caliper canopy tree. For the purpose of payment for tree replacement and preservation, Developer shall pay tree replacement costs for each phase of the project at the time of subdivision approval for that phase.

G. Sewage Disposal and Potable Water. Provision for sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance N[redacted] as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6. In the event reclaimed water is not available in the vicinity at the time the Property is developed, in lieu of a dry-line reuse water system, a central master irrigation system shall be installed for the Property. If the City of DeLand is subsequently able to

provide adequate capacity to service the Property with reclaimed water, the central master irrigation system shall then connect into the City of DeLand's reclaimed water system. Residential solid waste generated by each dwelling unit shall be stored in individual totes and will be collected by the City in accordance with its Land Development Regulations. Dumpsters or trash compactors will not be permitted.

H. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the site will be from North Stone Street. A secondary emergency access point will be from the Property to West Plymouth Avenue. The Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies.

J. Internal Roadways. Road rights-of-way will be developed as detailed on the Planned Development Plan attached as Exhibit "B". All internal roads will be private

and may be gated. If access to the internal roadways is gated, appropriate emergency access equipment as required by the Fire Marshall will be included in the specifications provided during preliminary plat review.

K. Building or Property Owners Association. The applicant shall create a homeowners' association to serve residents of the Manchester Neighborhood PD and perform the ongoing duties set forth herein. Amenities and/or portions of the common area, including parking bays and paved surfaces may be owned in part or in whole by a privately owned entity established by the Developer, and/or by the property owners' association. The property owners' association shall retain the management obligations of the amenities operated under the scope of Chapter 720, Florida Statutes. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the MANCHESTER NEIGHBORHOOD PD, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

L. Reverter Provision: The City Commission may rezone any portion of the

project which has not secured a final development order on or before 10 years from the effective date of this ordinance as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph.

M. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The MANCHESTER NEIGHBORHOOD PD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article XII of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

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

DONE and ORDERED by the City Commission, City of DeLand, Florida, this 15th day of March, 2021 (mo/yr).

ATTEST:

Michael Pleus
City Manager

City Commission of DeLand Florida

Robert Apgar
Mayor

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of March (mo/yr), by Michael Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

JULIA M. HEWITT
MY COMMISSION EXPIRES DECEMBER 29, 2023
#GG 908791
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Commission No.:
My Commission Expires:

WITNESSES:

MANCHESTER COMMUNITIES, LLC

Howard Lefkowitz, Manager

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 15th day of April 2021 (mo/yr), by Howard Lefkowitz, Manager of Manchester Communities, LLC, who is personally known to me or who has produced _____ as identification.

LAURA HIGHSMITH-SIMONETTE
MY COMMISSION # GG 178479
EXPIRES: May 24, 2022
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Laura Highsmith Simonette

Commission No.: GG 178479

My Commission Expires: May 24, 2022

WITNESSES:

Sheila A. Scarlett

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 15TH day of April / 2021 (mo/yr), by Sheila A. Scarlett, who is personally known to me or who has produced _____ as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Regina R. Epple

Commission No.: HH 041047

My Commission Expires: Jan. 10, 2025

WITNESSES:

Deborah F. Deem

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23RD day of APRIL 2021 (mo/yr), by Deborah F. Deem, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: REGINA R. EPPLE

Commission No.: HH 041047

My Commission Expires: JAN. 10, 2025

WITNESSES:

D. Fili

Marcia F. Wenk

Marcia F. Wenk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd day of APRIL 2021 (mo/yr), by Marcia F. Wenk, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: REGINA R. EPPLE

Commission No.: HH 041047

My Commission Expires: JAN. 10, 2025

WITNESSES:

Karen F. Barker

Karen F. Barker

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23RD day of APRIL 2021 (mo/yr), by Karen F. Barker, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: REGINA R. EPPLE

Commission No.: HH 041047

My Commission Expires: JAN. 10, 2025

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION: PHASE I (CREATED BY SURVEYOR)

LOTS 19 AND 20, LESS AND EXCEPT THE EAST 545.00 FEET, ASSESSORS SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST

AND

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
ALL IN VOLUSIA COUNTY, FLORIDA AND BEING MO PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS, AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET; THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN N01°32'05"W ALONG SAID LINE A DISTANCE OF 1150.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE RUN N88°34'18"E, ALONG THE NORTH LINE OF LOTS 19 AND 18, A DISTANCE OF 782.04 FEET TO THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 0055; THENCE RUN S01°29'42"E ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 336.93 FEET; THENCE RUN S89°24'00"W, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2179, PAGE 0055, A DISTANCE OF 118.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE RUN S01°32'55"E, ALONG THE EAST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4539, PAGE 1570, AND THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5, A DISTANCE OF 685.63 FEET; THENCE RUN N89°27'58"E, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, A DISTANCE OF 633.014 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.45 ACRES

AND

DESCRIPTION: PHASE II (CREATED BY SURVEYOR)

A PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

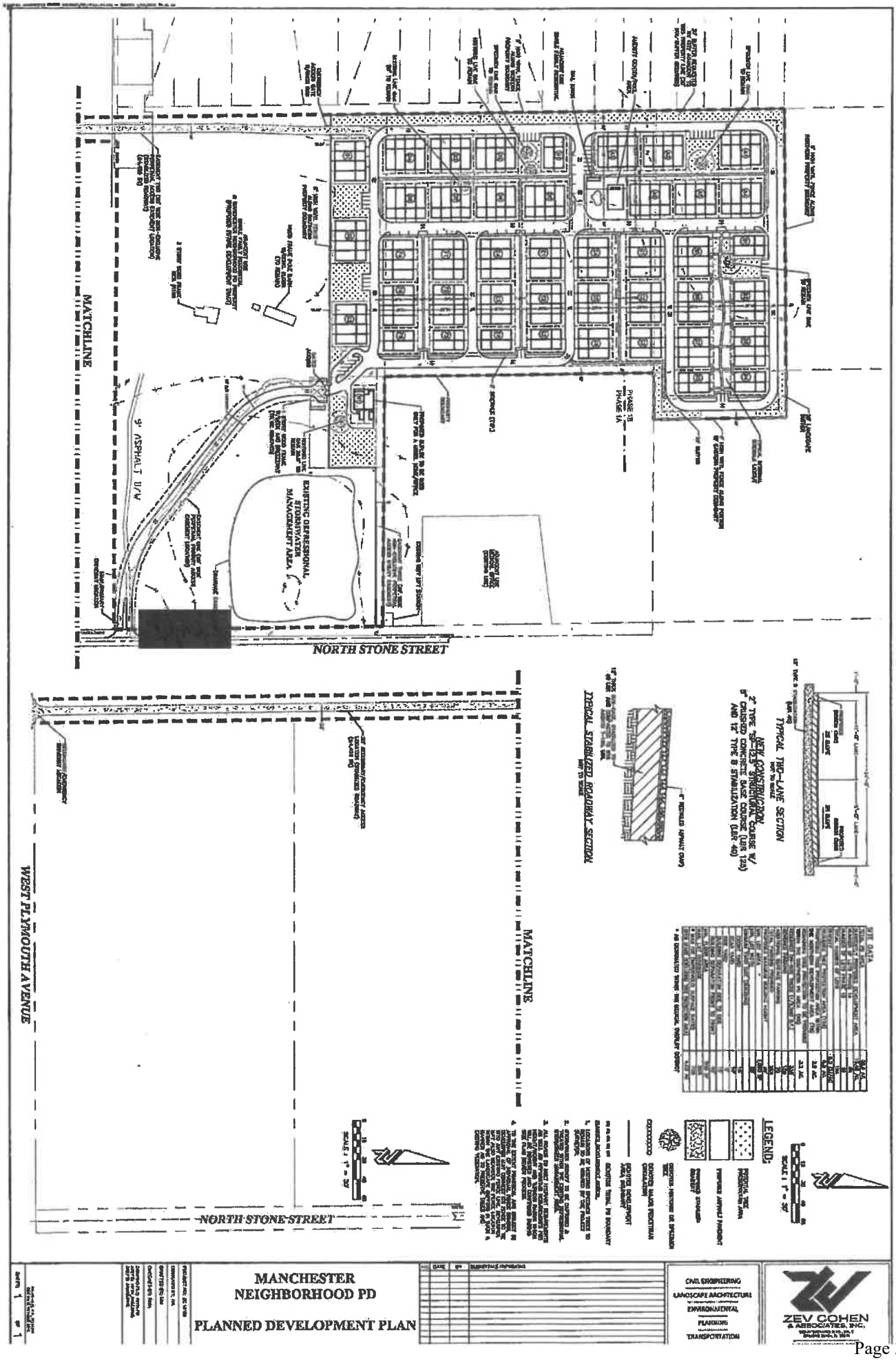
COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID

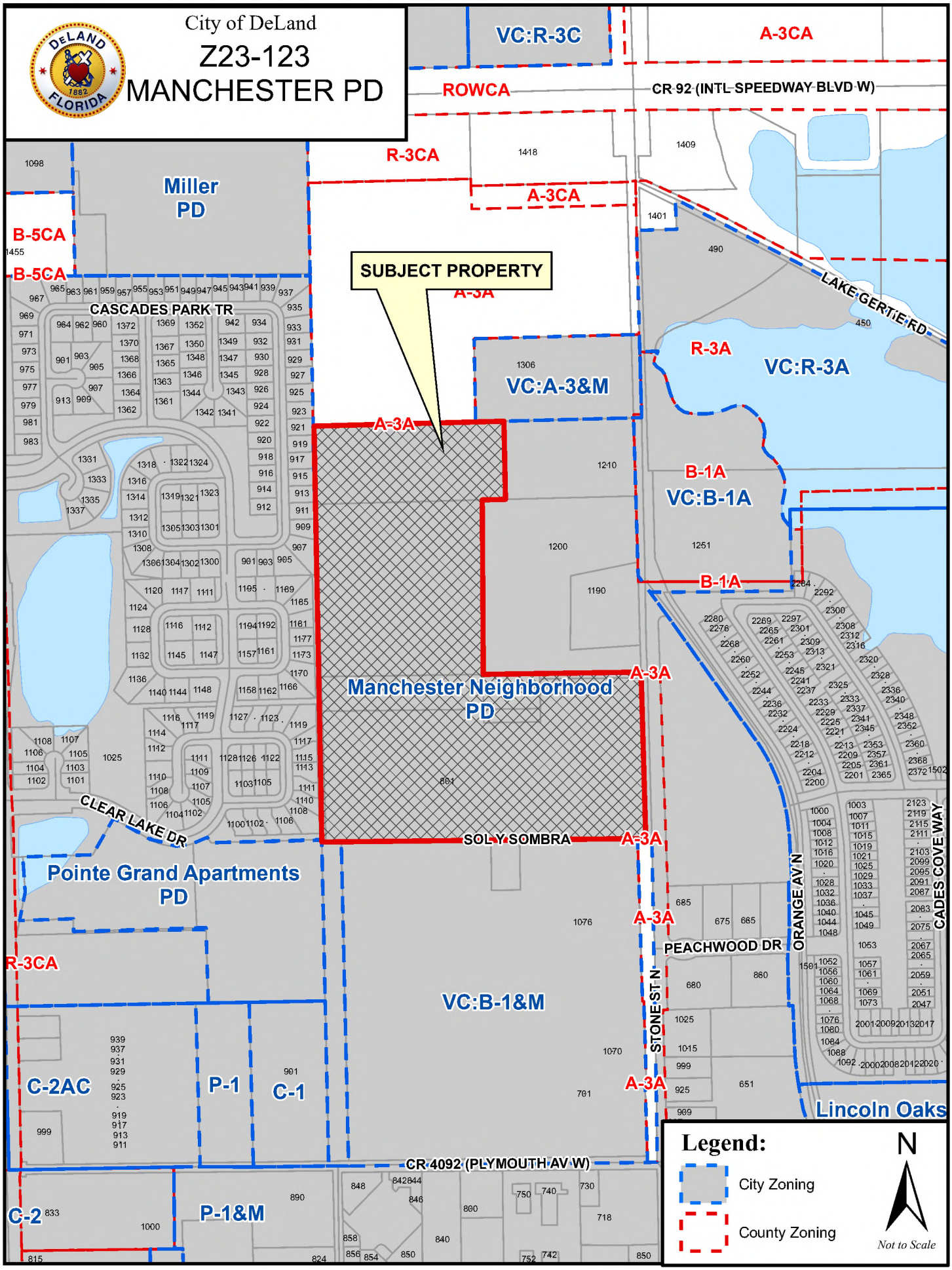
OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

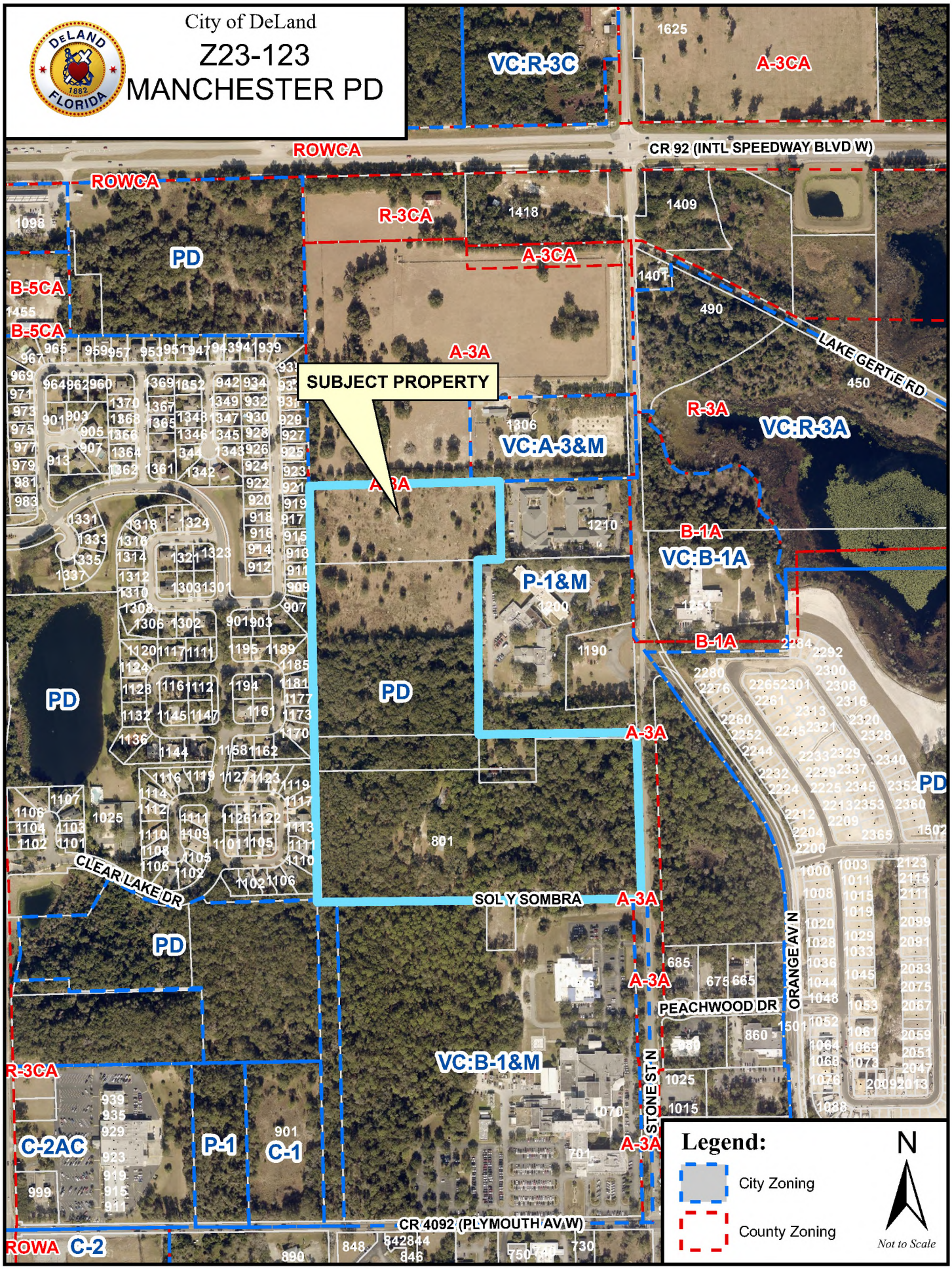
THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN S01°31'18"E, ALONG SAID LINE A DISTANCE OF 543.44 FEET; THENCE CONTINUE S01°30'56"E, ALONG SAID LINE OA DISTANCE OF 1298.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PLYMOUTH AVENUE; THENCE RUN N89°11'32"E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST PLYMOUTH A DISTANCE OF 60.00 FEET; THENCE RUN N01°30'24"W, A DISTANCE OF 1298.94 FEET; THENCE RUN N89°28'45"E, A DISTANCE OF 1236.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET; THENCE RUN N01°29'58"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET, A DISTANCE OF 662.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.05 ACRES.

EXHIBIT B


MATCHLINE
9' ASPHALT W/W
EXISTING DEPRESSIONAL STORMWATER MANAGEMENT AREA
NORTH STONE STREET
WEST PLYMOUTH AVENUE
MATCHLINE
NORTH STONE STREET
TYPICAL STABILIZED ROADWAY SECTION
NEW CONSTRUCTION
TYPICAL TWO-LANE SECTION
LEGEND:
MANCHESTER
NEIGHBORHOOD PD
PLANNED DEVELOPMENT PLAN
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN
& ASSOCIATES, INC.


City of DeLand
Z23-123
MANCHESTER PD
VC:R-3C
A-3CA
ROWCA
CR 92 (INTL SPEEDWAY BLVD W)
R-3CA
A-3CA
Miller PD
B-5CA
B-5CA
SUBJECT PROPERTY
A-3A
CASCADES PARK TR
LAKE GERTIE RD
R-3A
VC:R-3A
VC:A-3&M
A-3A
B-1A
VC:B-1A
B-1A
Manchester Neighborhood PD
A-3A
SOL Y SOMBRA
A-3A
CLEAR LAKE DR
Pointe Grand Apartments PD
R-3CA
VC:B-1&M
ORANGE AV N
CADES COVE WAY
PEACHWOOD DR
STONE ST N
A-3A
A-3A
C-2AC
P-1
C-1
Lincoln Oaks
CR 4092 (PLYMOUTH AV W)
C-2
P-1&M
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z23-123
MANCHESTER PD
SUBJECT PROPERTY
VC:R-3C
A-3CA
ROWCA
CR 92 (INTL SPEEDWAY BLVD W)
R-3CA
A-3CA
B-5CA
PD
A-3A
VC:A-3&M
R-3A
VC:R-3A
LAKE GERTIE RD
B-1A
VC:B-1A
P-1&M
SOL Y SOMBRA
CLEAR LAKE DR
ORANGE AV N
PEACHWOOD DR
STONE ST N
VC:B-1&M
C-2AC
P-1
C-1
R-3CA
CR 4092 (PLYMOUTH AV W)
ROWA
C-2
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: First Reading of Ordinance Amending Approximately 14.57 Acres of Property, Located at the Intersection of Clear Lake Road and North Spring Garden Avenue, the Pointe Grand Apartments Planned Development.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, Exhibit B- 1st PD Amendment Pointe Grand , Attachment A-Pointe Grand Apartments, Z23-167 Parking Reduction Request, Z23-167 Staff Report - Pointe Grand Apartments PD Amendment, Pointe Grand Apartments PD Agreement - Recorded, Z23-167 Zoning Map, Z23-167 Aerial Map

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The subject property, located at the intersection of Clear Lake Rd. and N. Spring Garden Ave, received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022. The Pointe Grand Apartments PD consists of 204 apartment dwelling units, each unit containing 2 or more bedrooms. Per Sec. 33-91.03 of the Land Development Regulations, each unit is required to provide 2 parking spaces per unit for resident parking, plus an additional .5 parking spaces per unit for visitor parking.

The proposed PD amendment would reduce the required visitor parking spaces from 0.5 to 0.4 per unit, resulting in a net loss of 20 parking spaces (510 to 490 spaces).

The amended PD has also added language in the agreement that allows for parking spaces to be substituted with an equal number of bicycle parking, of up to 2.5% of the total parking spaces, or a reduction of up to 12 vehicle parking spaces. The purpose of the reduction in parking is to make space to accommodate 27 covered parking spaces.

A fully engineered site plan must be approved prior to construction. The applicant has submitted a site plan application (SP23-068) and it was reviewed concurrently with the proposed PD amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Amending the PD will positively impact the project by adding value to the overall development, as covered parking provides added shelter to fit the individual needs of its residents.

RECOMMENDATION:

It is recommended that the City Commission approve the PD amendment of the Pointe Grand Apartments PD, on first reading.

BACKGROUND/DISCUSSION:

The proposed amendment is the first amendment to the Pointe Grand Apartments PD. Any change made to the PD development agreement or to the Concept Plan, requires an amendment to the PD which requires City Commission approval. The proposed PD amendment would reduce the required visitor parking spaces from 0.5 to 0.4 per unit, resulting in a net loss of 20 parking spaces (510 to 490 spaces). The amended PD has also added language in the agreement that allows for parking spaces to be substituted with an equal number of bicycle parking, of up to 2.5% of the total parking spaces, or a reduction of up to 12 vehicle parking spaces. The purpose of the reduction in parking is to make space to accommodate 27 covered parking spaces.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE POINTE GRAND APARTMENTS PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Nick Everly, on behalf of the owners, has filed for an amendment to the Pointe Grand Apartments Planned Development (PD) of approximately 14.57 +/- acres of land located at the intersection of Clear Lake Road and North Spring Garden Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the subject property received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022, City of DeLand's Ordinance No. 2022-34; and

WHEREAS, the applicant is proposing an amendment to the Pointe Grand Apartments PD for the purpose of reducing the number of guest parking spaces to convert into ±27 covered parking stalls; and

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

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

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

WHEREAS, the proposed development plan is consistent with the High Density Residential future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the amendment to the Pointe Grand Apartments, Planned Development (PD) Agreement of approximately 14.57 +/- acres of land located at the intersection of Clear Lake Road and North Spring Garden Avenue.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Pointe Grand Apartments, PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with

that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for the Pointe Grand Apartments PD, Planned Development District, as well as the documentation submitted along with the current application, all of which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan and Development Agreement for Pointe Grand Apartments PD, Planned Development District, shall be amended as per the attached Exhibit "B" which by this reference made a part hereof.

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

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

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

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

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

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

PASSED AND DULY ADOPTED this ____ 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

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17° 31' 31" and a chord bearing and distance of North 63° 34' 20" East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South 35° 11' 25" East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North 88° 18' 35" East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South 01° 39' 44" East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South 89° 15' 51" West along this South line a distance of 505.56 feet to the Point of Beginning.

FIRST AMENDMENT TO POINTE GRAND APARTMENTS

PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Pointe Grand Apartments Planned Development Agreement (the "First Amendment") is made this _____ day of _____, 2023 between the **CITY OF DELAND,** a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, and **HP-212017 DeLand, LLC**, a Florida limited liability company with a mailing address of 101 South New York Avenue, Suite 211, Winter Park, FL 32789 (hereafter, "HP DeLand").

WHEREAS, the City and HP DeLand previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about February 20, 2023 and recorded in Official Records Book 8372, Page 858 of the Public Records of Volusia County, Florida in connection with the rezoning of ±14.16 acres known as the "Pointe Grand Apartments" PD; and

WHEREAS, HP DeLand desires to modify the parking requirement in order to permit the construction of covered parking areas; and

WHEREAS, the application of HP DeLand to amend the Pointe Grand Apartments PD was duly and properly filed with the City on July 31, 2023 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to the Pointe Grand Apartments PD Agreement were held by the Planning Board on September 13, 2023 and the City Commission on _____ and _____ after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

NOW THEREFORE, the City and HP DeLand acknowledge and agree that the Pointe Grand Apartments PD is hereby amended to reflect the following changes, revisions and amendments to the Pointe Grand Apartments PD Agreement and amended Planned Development Plan:

1. Paragraph E. 8. of the Development Agreement for the Pointe Grand Apartments PD is amended as follows (changes shown in ~~strikethrough~~/underline format):

E. Development Standards for Multifamily.

8. Off-street parking requirements. ~~510~~ At least 490 parking spaces shall be provided and shall conform to the parking table as depicted on the PD Concept Plan detail. Parking space numbers may be substituted during site plan review with an equal number of bike parking spaces of up to 2.5% of the total parking spaces, or a reduction of up to twelve (12) vehicle parking spaces.

3. Exhibit B is amended to incorporate Attachment A herein as the amended Planned Development Plan for the Pointe Grand Apartments PD.

IN WITNESS WHEREOF, the City and HP DeLand have caused this First Amendment to the Pointe Grand Apartments Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

City Commission of DeLand Florida

_____

Michael Pleus
City Manager

_____

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

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

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.: _____

My Commission Expires: _____

WITNESSES

HP-212017 DeLand, LLC, a Florida limited liability company

_____
Print Name

By: _____
Steven Campisi
Authorized Representative

_____
Sign Name

_____
Print Name

Date: _____

_____
Sign Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Steven Campisi, as Authorized Representative for and on behalf of **HP-212017 DeLand, LLC**. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public

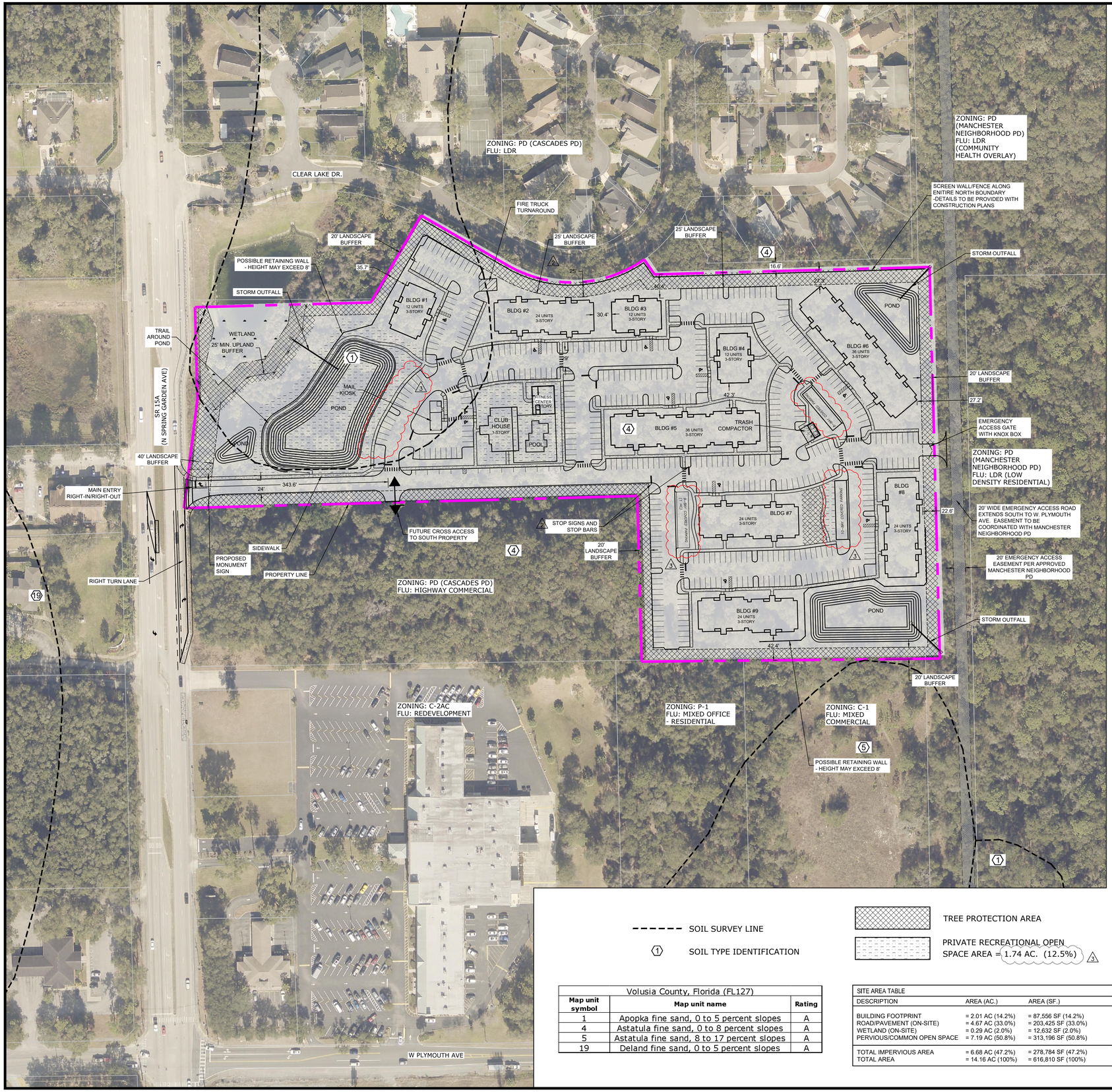
Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

Attachment A

Amended Planned Development Plan

ATTACHMENT A



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

SITE DATA

1. GROSS SITE AREA = 14.16 AC.
2. WETLAND AREA = +/-0.29 AC.
3. NET DEVELOPABLE AREA = 13.87 AC.
4. EXISTING ZONING = PD (CASCADES PD)
5. EXISTING FUTURE LAND USE = MIXED OFFICE - RESIDENTIAL
6. PROPOSED ZONING = PD, EMERGING GATEWAY CORRIDOR OVERLAY
7. PROPOSED FUTURE LAND USE = HDR
8. EXISTING USE = VACANT
9. PROPOSED USE = MULTI-FAMILY APARTMENTS
10. PROPOSED UNITS = 204 UNITS
11. MAXIMUM ALLOWED DENSITY = 16 DU/AC.
12. PROPOSED GROSS DENSITY = 204 UNITS/14.16 AC = 14.41 DU /AC
13. PROPOSED NET DENSITY = 204 UNITS/13.87 AC = 15.07 DU /AC
14. BUILDING SETBACKS:
    -FRONT = 30'
    -SIDE = 20'
    -REAR =20'
15. LANDSCAPE BUFFERS: (2)
    -NORTH = 25' (TYPE C)
    -SOUTH = 20' (TYPE C)
    -EAST = 20' (TYPE C)
    -WEST = 40' (TYPE D - EMERGING GATEWAY CORRIDOR OVERLAY)
16. MAXIMUM ALLOWED BUILDING HEIGHT = 45 FT
17. MAXIMUM IMPERVIOUS SURFACE COVERAGE = 50%
18. WATER AND SEWER ARE PROVIDED BY CITY OF DELAND.
19. THIS PROPERTY IS DESIGNATED ZONE "X"; AREAS DETERMINED TO BE OUTSIDE OF THE 0.2 % ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM PANELS 12127C0730H (FEBRUARY 19, 2014).
20. MAXIMUM BUILDING LENGTH = 260'
21. REQUIRED TREE PROTECTION (15% OF NET) =
    0.15 X 13.87 AC. = 2.08 AC.
22. PROVIDED TREE PROTECTION = 2.08 AC. (15%)
23. TREES SHALL BE PROTECTED TO THE GREATEST EXTENT POSSIBLE BASED ON SPECIFIC SITE CONDITIONS WITH FINAL TREE PROTECTION AREAS DETERMINED AT FINAL ENGINEERING. WHERE TREE PROTECTION ARE LESS THAN 30'WIDE, NEW PLANTING SHALL BE PROVIDED MEETING CITY REQUIREMENTS.
24. PROJECT TO BE DEVELOPED IN ONE PHASE.
25. PROPOSED STREETS WILL BE PRIVATE
26. NO BURNING IS PERMITTED DURING LAND CLEARING.
27. LOW IMPACT DEVELOPMENT (LID) IS RECOMMENDED FOR THE PD STORMWATER MANAGEMENT MASTER PLAN. LID SUCH AS BIORETENTION SWALES, RAIN GARDENS, STORMWATER RE-USE AND HARVESTING, AND BMP TREATMENT TRAIN TO MINIMIZE RUNOFF POLLUTANT AND INCREASE STORMWATER RECHARGE AND NATURAL INFILTRATION PROCESSES.

ITE TRIP GENERATION

CODE & DESCRIPTION		RATE	UNITS	TRIPS
220 - MULTIFAMILY	AM PEAK HOUR	0.46	204	93.8
	PM PEAK HOUR	0.56	204	114.2
	AVG. DAILY	7.32	204	1,493.3

REQUIRED PARKING

	UNITS	REQUIRED SPACES
STUDIO = 1.0 SP/UNIT	0	0
1 BEDROOM UNITS = 1.5 SP/UNIT	0	0
2+ BEDROOM UNITS = 2.0 SP/UNIT	204	408
VISITOR PARKING = 0.4 SP/UNIT	204	82
TOTAL REQUIRED:		490 SPACES

PROVIDED PARKING (1)

	PROVIDED SPACES
STANDARD (9'X19')	452
GARAGE (10' X 20')	26
GARAGE HC (15'X20')	1
HANDICAP (12'X20')	11
(3) TOTAL PROVIDED:	490 SPACES

SOIL SURVEY LINE

(1) SOIL TYPE IDENTIFICATION

TREE PROTECTION AREA

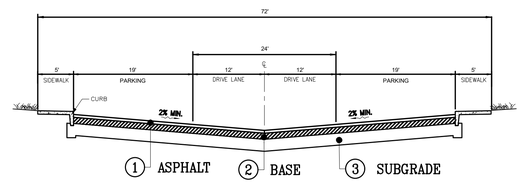
PRIVATE RECREATIONAL OPEN SPACE AREA = 1.74 AC. (12.5%) (3)

Volusia County, Florida (FL127)

Map unit symbol	Map unit name	Rating
1	Apopka fine sand, 0 to 5 percent slopes	A
4	Astatula fine sand, 0 to 8 percent slopes	A
5	Astatula fine sand, 8 to 17 percent slopes	A
19	Deland fine sand, 0 to 5 percent slopes	A

SITE AREA TABLE

DESCRIPTION	AREA (AC.)	AREA (SF.)
BUILDING FOOTPRINT	= 2.01 AC (14.2%)	= 87,556 SF (14.2%)
ROAD/PAVEMENT (ON-SITE)	= 4.67 AC (33.0%)	= 203,425 SF (33.0%)
WETLAND (ON-SITE)	= 0.29 AC (2.0%)	= 12,632 SF (2.0%)
PERVIOUS/COMMON OPEN SPACE	= 7.19 AC (50.8%)	= 313,196 SF (50.8%)
TOTAL IMPERVIOUS AREA	= 6.68 AC (47.2%)	= 278,784 SF (47.2%)
TOTAL AREA	= 14.16 AC (100%)	= 616,810 SF (100%)



EVANS
ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.

CERTIFICATE OF
AUTHORIZATION NO. 6788

Digitally signed by David Evans
DN: C=US, E=David.Evans@evansengineering.com, O=Evans Engineering, CN=David Evans
Date: 2023.07.31 14:10:04-04'00'

DAVID L. EVANS LICENSE No. 46586 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by David L. Evans, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:_____

POINTE GRAND APARTMENTS

HILLPOINTE, LLC

DELAND, FLORIDA

CONCEPT PLAN

REVISIONS			
NO.	DATE	DETAIL	BY
1	06/01/22	REVISED PER TRC COMMENTS	
2	08/01/22	REVISED PER COMMENTS	
3	08/01/23	REVISED PER FINAL ENGINEERING	

DRAWN BY:	DATE:
-	04/11/22
CHECKED BY:	JOB #:
DE	-

SHEET #:
C-1

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

J:\JOBS\17501 - Pointe Grand Apartments - Deland\CAD\Concept\Base\BASE - CONCEPT PLAN.dwg (Layout1) Plotted on - Jul 31, 2023 - 10:18pm by Tom Fisher

EVANS ENGINEERING, INC.

719 Irma Avenue
Orlando, FL 32803
(407) 872-1515
(407) 246-0963 FAX
www.evansenginc.com

July 31, 2023

City of DeLand City Commission
120 South Florida Ave.
DeLand, FL 32720

The proposed development consists of 204 Multi-Family Units on approximately 14.2 acres. The request is to reduce the required parking specific to the overflow or guest requirement. This request reduces the code requirement for guest parking from .5 spaces per unit to .4 spaces per unit which is approximately 20 spaces. The average parking ratio after the reduction in guest parking will be 2.41 spaces per unit.

This type of multi-family development is occurring in many areas surrounding the City of DeLand. As a comparison, a list of the neighboring communities and the required parking for 3-bedroom multi-family units are shown below.

DeBary = 2SP / Unit + 1 SP/5 Units = 2.2 SP / Unit

Deltona = 2 SP / Unit + 1 SP/10 Units = 2.1 SP / Unit

Daytona Beach = 2 SP / Unit

Volusia County = 2 SP / Unit

Based on the development types in the surrounding communities and requirements for parking, this request still provides additional parking for residents and guests. Thank you for your consideration.

Sincerely,
EVANS ENGINEERING, INC.

David L. Evans P. E.

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

September 13, 2023

APPLICATION NO.: Z23-167

STAFF PLANNER: Kendall Story

APPLICANT: Nick Everly, Evans Engineering

REQUEST: Request for an amendment to the Pointe Grand Apartments PD Agreement to reduce the required number of parking spaces, specific to the overflow or guest parking, from .5 spaces per unit, to .4 spaces per unit.

APPLICABLE REGULATIONS:

Article IV OVERLAY AND FLOATING ZONES
Sec. 33-32 – Planned Development District.

Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

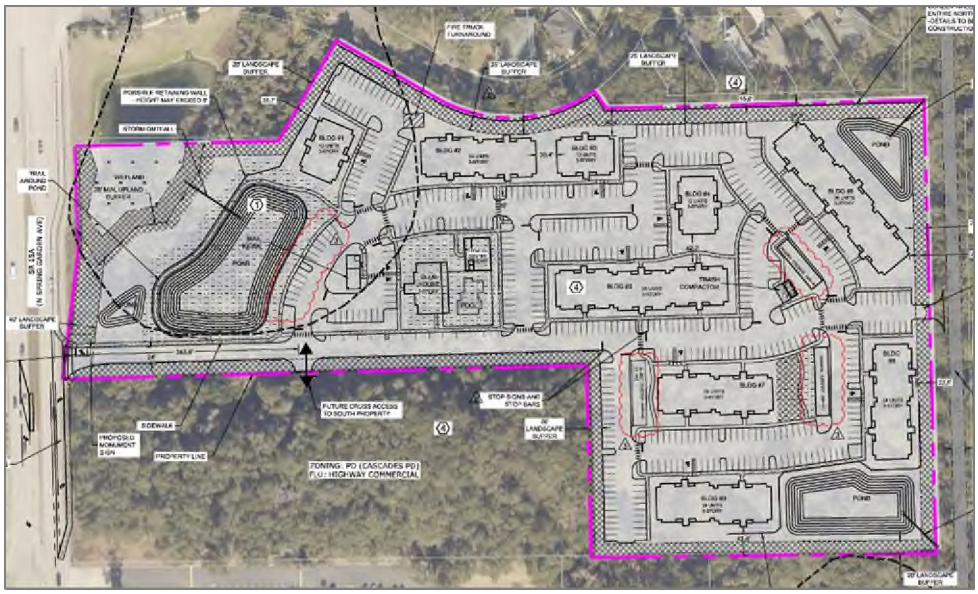
A. SITE FACTORS:

Location: Southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave.
Parcel Size: ± 14.57 acres
Land Use: High Density Residential
Existing Zoning: Pointe Grand Apartments PD
Existing Use: Residential/undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	Cascades PD
South:	Highway Commercial; Mixed Office - Residential	Cascades PD
East:	Low Density Residential/Community Health Overlay	Manchester PD
West:	ROW (Spring Garden Ave.)/ High Density Residential	R-16; R-1A

B. ANALYSIS:

The subject property consists of ± 14.57 acres of vacant, wooded land, located southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave. The subject property received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022.



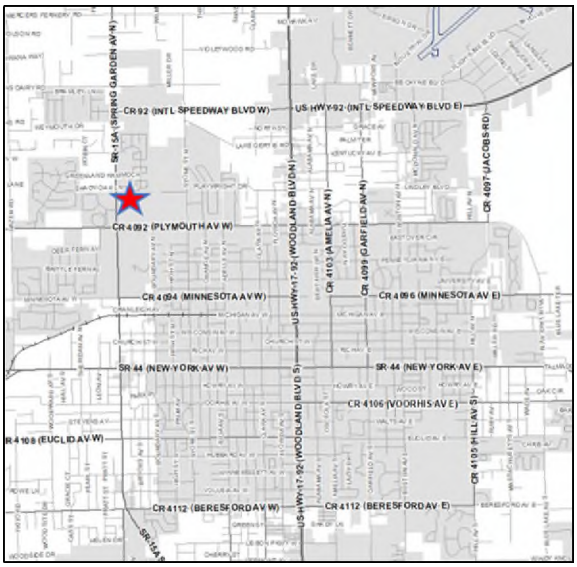
The Pointe Grand Apartments consists of 204 apartment dwelling units, containing 2 or more bedrooms per unit. Per Sec. 33-91.03 of the Land Development Regulations, multi-family residential units, such as the Pointe Grand Apartments, with 2, 3 or more bedrooms, are required to provide 2 parking spaces per unit for resident parking, plus an additional .5 parking spaces per unit for visitor parking.

The proposed PD amendment would reduce the number of total parking spaces from 510 to 490 spaces. The amended PD has also added language in the agreement that allows for parking spaces to be substituted with an equal number of bicycle parking, of up to 2.5% of the total parking spaces, or a reduction of up to 12 vehicle parking spaces. The purpose of the parking reduction is to make space to accommodate 27 covered parking spaces.

A fully engineered site plan must be approved prior to construction. The applicant has already submitted a site plan application (SP23-068) and it was reviewed concurrently with the proposed PD amendment.

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

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



The proposed zoning classification of Planned Development is consistent with the Comprehensive Land Use Plan designated as High Density Residential and is near other residential uses that vary in density.

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

The site is heavily wooded with some areas of wetlands indicated on the map. However, the developer has confirmed that there are no historic trees found on site, and they will need to obtain a permit from SJRWMD for any wetland mitigation. An environmental study was reviewed as part of the site plan submittal.

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

The property is currently vacant and contributes only marginally to the tax base. The rezoning action will permit the eventual development of the site which will have a positive impact upon the economy, once the apartments are in operation.

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

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action itself.

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

The subject property received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022. As part of the rezoning, the required number of parking spaces is stated in the PD and depicted on the conceptual plan. No changes in circumstances or conditions have affected the area that would specifically support the parking reduction.

However, since the zoning change in 2022, the applicant has researched the standard parking requirements of neighboring communities and created a comparison list for staff to review to support the requested amendment. The list provides a comparison of 4 local communities, none of which require more than 2.2 parking spaces per unit.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

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

The proposed rezoning will not have a negative effect on the value of the area, as the proposed development is compatible with adjacent uses and provides more choices for housing in the area. Upgraded, covered parking would have a positive affect on the development, as Florida is known to have hot, rainy summers, and covered parking would be a benefit to the residents.

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

Impacts upon public health, safety and welfare will generally be positive impacts, as the covered parking will provide added shelter for residents of the community.

C. CONCLUSION:

The applicant is proposing an amendment to the Pointe Grand Apartments PD for the purpose of reducing the number of guest parking spaces to convert into ±27 covered parking stalls.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the request to amend the Pointe Grand Apartments PD Agreement on to the City Commission, recommending approval of the request.

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Instrument# 2023037771 22 pages
Book: 8372 Page: 858
Electronically Recorded By
Volusia County Clerk of the Court

ORDINANCE NO. 2022 - 34

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING DESIGNATION FROM CASCADES PD, PLANNED DEVELOPMENT TO POINTE GRAND APARTMENTS PD, PLANNED DEVELOPMENT; ON PROPERTY LOCATED SOUTHEAST OF THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Nick Everly, on behalf of the owner, United Shares Real Estate, LLC, (hereinafter referred to as "Applicant"), the owner of approximately 14.57 +/- acres of land located southeast of the intersection of Clear Lake Road and Spring Garden Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development; and

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

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

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

WHEREAS, the proposed development plan is consistent with the High Density Residential land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development, on property located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Pointe Grand Apartments, PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Pointe Grand Apartments, PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

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

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

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 19th day of December, 2022.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

2.20.2023

Passed on first reading: November 21, 2022
Adopted on second reading: December 19, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17° 31' 31" and a chord bearing and distance of North 63° 34' 20" East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South 35° 11' 25" East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North 88° 18' 35" East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South 01° 39' 44" East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South 89° 15' 51" West along this South line a distance of 505.56 feet to the Point of Beginning.

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE:____, Application of

HP-212017 DELAND, LLC

ORDINANCE # 34

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM CASCADES PD TO POINTE GRAND APARTMENTS PD (PLANNED DEVELOPMENT)

The application of HP-212017 DeLand, LLC , hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on December 19, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on June 15, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of HP-212017 DeLand, LLC was duly and properly filed herein on March 9, 2022 as required by law.

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

C. That the applicant is the authorized agent of a 14.16 acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

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

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

F. That the owner of the property, HP-212017 DeLand, LLC, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from Cascades PD to Pointe Grand Apartments PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 19th DAY OF DECEMBER, 2022, AS FOLLOWS:

A. That the Application of HP-212017 DeLand, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from Cascades PD to Pointe Grand Apartments Planned Development (PD) as described in Article VII of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Planned Development (Pointe Grand Apartments PD).

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

E. Unless otherwise provided for herein the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended, shall apply to the PD in the same manner as the R-16 zoning classification.

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

DEVELOPMENT AGREEMENT

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

1. Planned Development Plan The Planned Development Plan shall consist of the PD Concept Plan prepared by Evans Engineering, Inc. and dated April 11, 2022 and bearing a final revision date of August 01, 2022 and this Development Agreement. The PD Concept Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Director to be minor technical amendments, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

3. Site Plan Approval. Prior to any construction, including clearing and landfill, an application for preliminary and/or a final site plan of the area shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

B. Unified Ownership. The Applicant or its successors shall maintain unified

ownership of the subject parcel.

C. Phases of Development. The project shall be completed in one or more phases. No burning shall be permitted on site. No mass grading shall occur on site; grading may only occur in conjunction with development of individual phases.

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

1. Multiple-family dwellings.
2. Mini and neighborhood parks.
3. Amenities / facilities.
4. Common accessory uses associated with multifamily residences.

E. Development Standards for Multifamily.

1. Minimum floor area:

   Efficiency, no separate bedroom: 425 square feet.

   One bedroom: 575 square feet.

   Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom.

2. Maximum density: 16 du/acre

3. Maximum impervious surface area: 50%

4. Maximum building height: 45 ft. (3 stories)

5. Perimeter buffer area provided:

a.	North boundary:	Min. 25 ft.
b.	East boundary:	Min. 20 ft.
c.	South boundary:	Min. 20 ft.
d.	West boundary:	Min. 20 ft.

6. Minimum building separation: 25 ft.

7. Maximum building length: 260 ft.

8. Off-street parking requirements. 510 parking spaces shall be provided and shall conform to the parking table as depicted on the PD Concept Plan detail.

9. Landscaping. Landscaping shall be provided in accordance with Section 33-92 of the Land Development Regulations. The north buffer shall be 25 feet wide and shall consist of Type C materials. The south and east landscape buffers shall be 20 feet wide and the west landscape buffer shall be 40 feet wide. The south and east landscape buffers shall consist of Type C materials, and the west landscape buffer shall consist of Type D, emerging gateway corridor materials. There shall be a minimum 25 foot upland buffer for any wetlands on the Property. All landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. Wherever possible, landscape buffers shall coincide with tree protection areas and include native, non-invasive understory vegetation in lieu of planting new plant material. Where protection of existing native vegetation is proposed and subsequently retained, a berm will not be required, and buffers may contain fewer plants than required under Section 33-92.02(b). If the

existing vegetation is removed, then a landscape buffer shall be provided for in conformity with the City's current Land Development Regulations. The northern Property line shall include a 6-foot-high fence or similar barrier as approved during site plan review on the Property boundary line, as shown on the PD Concept Plan.

10. Open Space. Common area /open space shall meet the requirements of the Land Development Regulations Ordinance # 2013-11. Usable open space areas shall be provided for the use of residents consistent with Resolution 2019-34. Open space and common areas include trails around the ponds, a club house, and similar types of amenities.

11. Site Amenities. In addition to open usable green space, the common areas shall include a variety of amenities. The community will include a primary amenity site for gathering spaces and socializing. Amenities may include a swimming pool, cabana, and natural (unpaved) trail system for hiking and walking.

F. Environmental Considerations. The requirements of the Land Development Regulations Ordinance # 2013-11, as amended, shall be met.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water, and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6.

H. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance # 2013-11, as amended and shall include Low Impact Development Standards, such as bioswales, to the extent feasible.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ord. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access shall be provided from SR 15A (N. Spring Garden Avenue). Emergency access or a full main access point for the project may be provided from/to the project by South Plymouth Avenue and shall be stabilized, as further illustrated on the PD Concept Plan.

2. Transportation System Improvements. Road improvements will be provided as required by the applicable permitting agencies. Stop signs may be added to strategic locations within the project to promote traffic calming.

J. Building or Management Association. The developer may create a management association to manage the project.

K. Special Conditions. In connection with the location of this project and in order to promote additional benefits to the community, for a period of two years following the issuance of the final certificate of occupancy for the project, twenty percent (20%) of the units within this project shall be specifically reserved and allocated to local medical employees. Within such period of time, local medical employees seeking to reside within this project will be provided with: (1) a fifty percent (50%) discount off of the required initial security deposit, (2) a full waiver of the initial application fee, (3) a full waiver of the required rent for the first month of occupancy, and (4) a cap on rate increases of five percent (5%). The term "local medical employees" shall be defined as individuals employed by a licensed medical facility or by a facility that otherwise employs licensed health care professionals, which is located within one linear mile of the project. Verification of employment shall occur

by the management association at the time of the initial application and at any subsequent lease renewal.

L. Reverter Provision. If a final site plan approval has not been obtained for the property within five (5) years from the effective date, or if all improvements related such plan are not obtained within said five year period, then this Development Agreement shall automatically terminate and be of no further force or effect.

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

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

DONE and ORDERED by the City Commission, City of DeLand, Florida, this 20th day of February (mo/yr).

ATTEST:

Michael P. Pleus
City Manager

City Commission of DeLand Florida

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 20th day of February (mo/yr), by Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

JULIA M. HEWITT
MY COMMISSION EXPIRES DECEMBER 29, 2023
#GG 908791
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Julia M. Hewitt

Commission No.:_____

My Commission Expires:_____

DEVELOPER/OWNER:

WITNESSES:

HP-212017 DeLand, LLC

Ashley Persan

By: _____

Steven Campisi, Authorized Representative

Michelle Jarae

STATE OF Florida

CITY OF Winter Park

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16th day of February 2023 (mo/yr), by STEVEN CAMPISI, the authorized representative of HP-212017 DeLand, LLC and who is ✓ personally known to me or _____ who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

Type or Print Name: Michelle Jarae

Michelle Jarae

Commission No.: HH 322924

My Commission Expires: 10/17/2026

EXHIBIT "A"

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

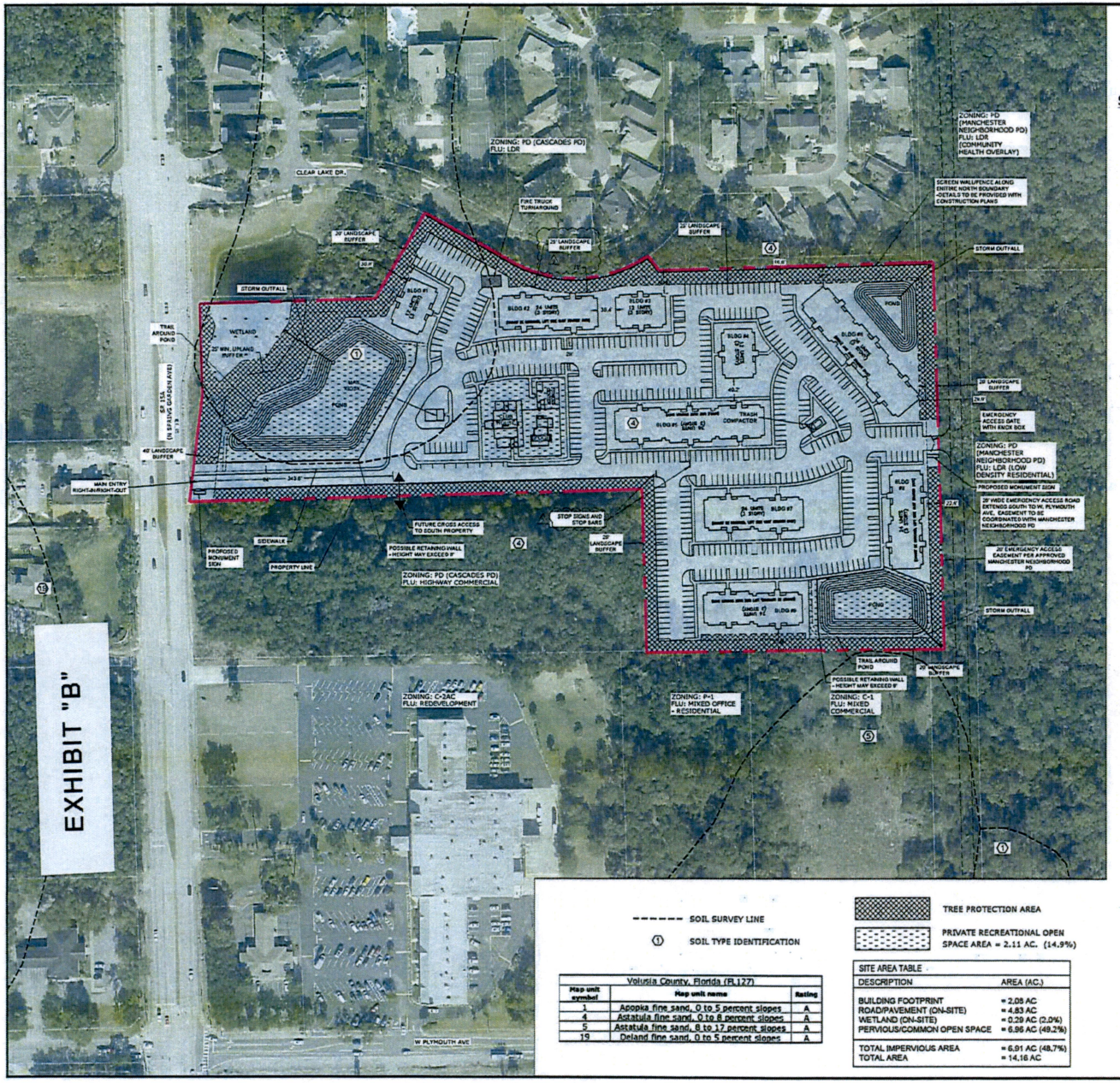
Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17° 31' 31" and a chord bearing and distance of North 63° 34' 20" East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South 35° 11' 25" East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North 88° 18' 35" East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South 01° 39' 44" East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South 89° 15' 51" West along this South line a distance of 505.56 feet to the Point of Beginning.



Volusia County, Florida (FL127)

Map unit symbol	Map unit name	Rating
1	Apopka fine sand, 0 to 5 percent slopes	A
4	Astatula fine sand, 0 to 8 percent slopes	A
5	Astatula fine sand, 8 to 17 percent slopes	A
19	Deland fine sand, 0 to 5 percent slopes	A

SITE AREA TABLE

DESCRIPTION	AREA (AC.)
BUILDING FOOTPRINT	= 2.05 AC
ROAD/PAVEMENT (ON-SITE)	= 4.83 AC
WETLAND (ON-SITE)	= 0.29 AC (2.0%)
PERVIOUS/COMMON OPEN SPACE	= 6.96 AC (49.2%)
TOTAL IMPERVIOUS AREA	= 6.91 AC (48.7%)
TOTAL AREA	= 14.16 AC

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

SITE DATA

1. GROSS SITE AREA = 14.16 AC.
2. WETLAND AREA = +/-0.29 AC.
3. NET DEVELOPABLE AREA = 13.87 AC.
4. EXISTING ZONING = PD (CASCADES PD)
5. EXISTING FUTURE LAND USE = MIXED OFFICE - RESIDENTIAL
6. PROPOSED ZONING = PD, EMERGING GATEWAY CORRIDOR OVERLAY
7. PROPOSED FUTURE LAND USE = HDR
8. EXISTING USE = VACANT
9. PROPOSED USE = MULTI-FAMILY APARTMENTS
10. PROPOSED UNITS = 204 UNITS
11. MAXIMUM ALLOWED DENSITY = 16 DU/AC.
12. PROPOSED GROSS DENSITY = 204 UNITS/14.16 AC = 14.41 DU /AC
13. PROPOSED NET DENSITY = 204 UNITS/13.87 AC = 15.07 DU /AC
14. BUILDING SETBACKS:
    -FRONT = 30'
    -SIDE = 20'
    -REAR =20'
15. LANDSCAPE BUFFERS: ⚠
    -NORTH = 25' (TYPE C)
    -SOUTH = 20' (TYPE C)
    -EAST = 20' (TYPE C)
    -WEST = 40' (TYPE D - EMERGING GATEWAY CORRIDOR OVERLAY)
16. MAXIMUM ALLOWED BUILDING HEIGHT = 45 FT
17. MAXIMUM IMPERVIOUS SURFACE COVERAGE = 50%
18. WATER AND SEWER ARE PROVIDED BY CITY OF DELAND.
19. THIS PROPERTY IS DESIGNATED ZONE "X": AREAS DETERMINED TO BE OUTSIDE OF THE 0.2 % ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM PANELS 12127C0730H (FEBRUARY 19, 2014).
20. MAXIMUM BUILDING LENGTH = 260'
21. REQUIRED TREE PROTECTION (15% OF NET) =
    0.15 X 13.87 AC. = 2.08 AC.
22. PROVIDED TREE PROTECTION = 2.08 AC. (15%)
23. TREES SHALL BE PROTECTED TO THE GREATEST EXTENT POSSIBLE BASED ON SPECIFIC SITE CONDITIONS WITH FINAL TREE PROTECTION AREAS DETERMINED AT FINAL ENGINEERING. WHERE TREE PROTECTION ARE LESS THAN 20' WIDE, NEW PLANTING SHALL BE PROVIDED MEETING CITY REQUIREMENTS.
24. PROJECT TO BE DEVELOPED IN ONE PHASE.
25. PROPOSED STREETS WILL BE PRIVATE
26. NO BURNING IS PERMITTED DURING LAND CLEARING.
27. LOW IMPACT DEVELOPMENT (LID) IS RECOMMENDED FOR THE PD STORMWATER MANAGEMENT MASTER PLAN. LID SUCH AS BIORETENTION SWALES, RAIN GARDENS, STORMWATER RE-USE AND HARVESTING, AND BMP TREATMENT TRAIN TO MINIMIZE RUNOFF POLLUTANT AND INCREASE STORMWATER RECHARGE AND NATURAL INFILTRATION PROCESSES.

ITE TRIP GENERATION

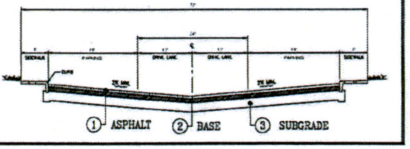
CODE & DESCRIPTION		RATE	UNITS	TRIPS
220 - MULTIFAMILY	AM PEAK HOUR	0.46	204	93.8
	PM PEAK HOUR	0.56	204	114.2
	AVG. DAILY	7.32	204	1,493.3

REQUIRED PARKING

	UNITS	REQUIRED SPACES
STUDIO = 1.0 SP/UNIT	0	0
1 BEDROOM UNITS = 1.5 SP/UNIT	0	0
2+ BEDROOM UNITS = 2.0 SP/UNIT	204	408
VISITOR PARKING = 0.5 SP/UNIT	204	102
TOTAL REQUIRED:		510 SPACES

PROVIDED PARKING

	PROVIDED SPACES
STANDARD (9'X19')	500
HANDICAP (12'X20')	10 ⚠
TOTAL PROVIDED:	510 SPACES



EVANS ENGINEERING, INC.
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansengineering.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

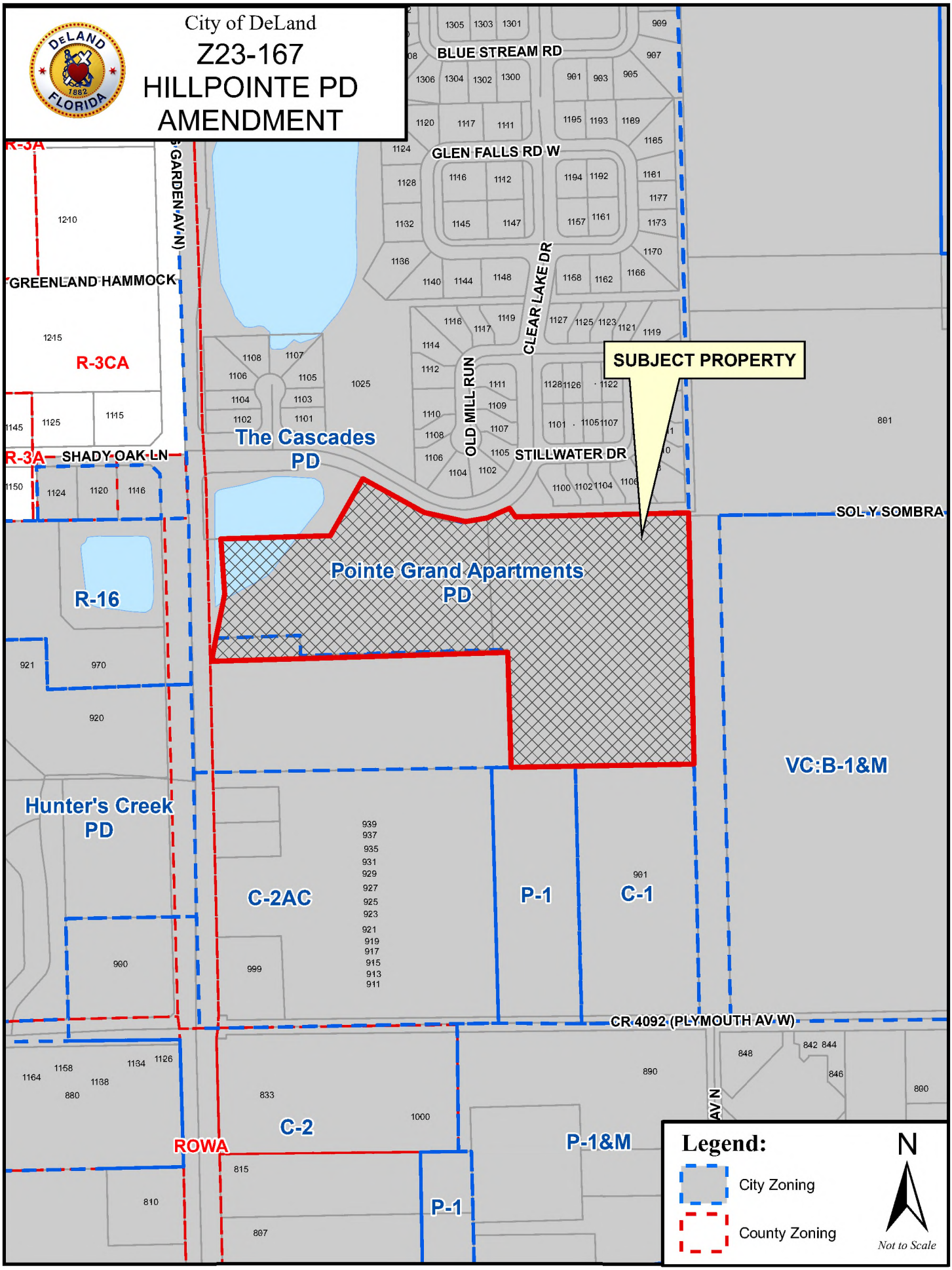
HILLPOINTE, LLC
DELAND, FLORIDA

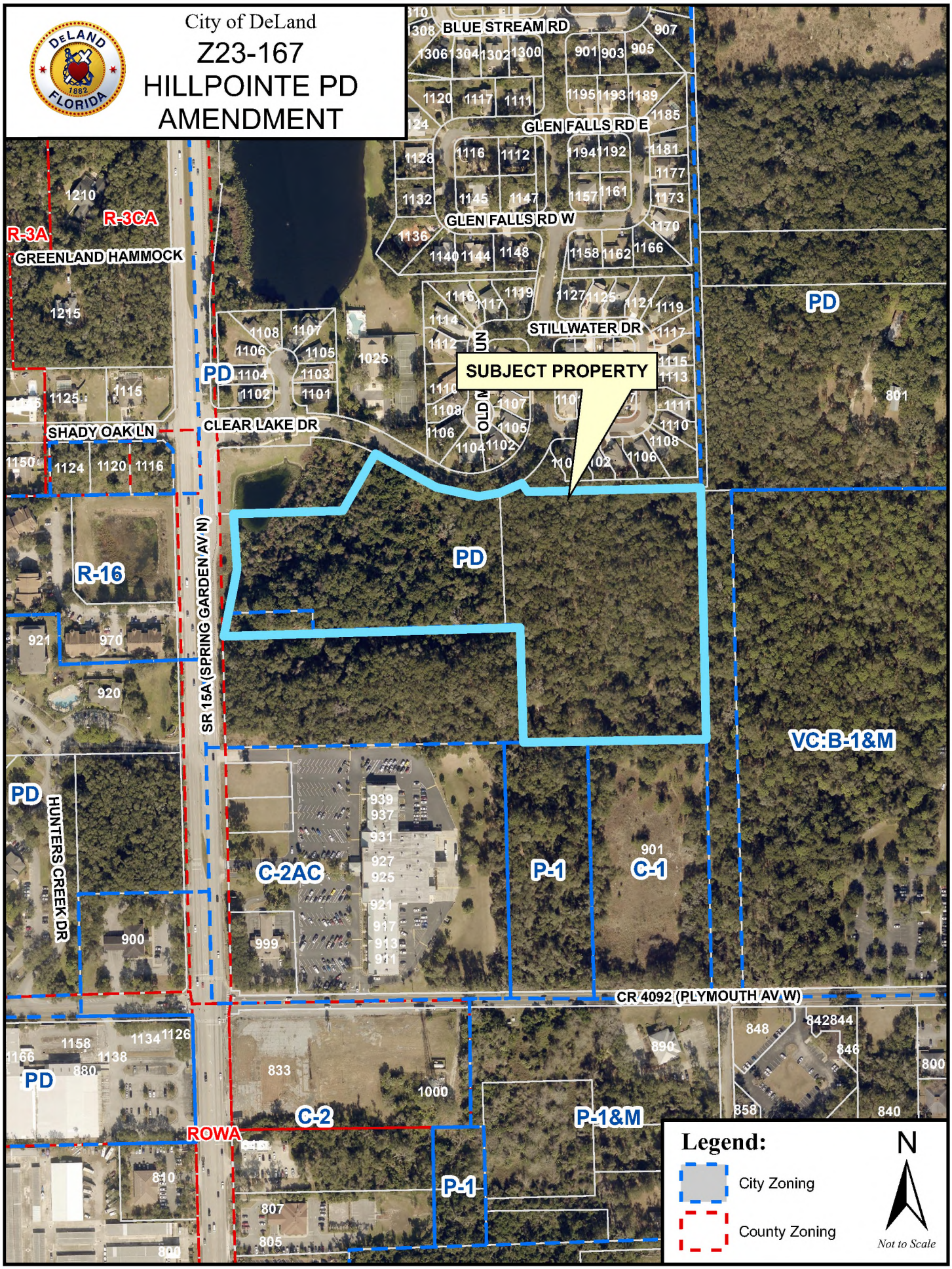
CONCEPT PLAN

REVISIONS			
DATE	NO.	DETAIL	BY
06/01/22	1 ⚠	REVISED PER TRC COMMENTS	
08/01/22	2 ⚠	REVISED PER COMMENTS	

DRAWN BY: -
DATE: 04/11/22
CHECKED BY: DE
JOB #: -

SHEET #:
C-1


City of DeLand
Z23-167
HILLPOINTE PD
AMENDMENT
SUBJECT PROPERTY
Pointe Grand Apartments
PD
The Cascades
PD
Hunter's Creek
PD
R-16
R-3CA
R-3A
C-2AC
C-2
P-1
C-1
P-1&M
VC:B-1&M
ROWA
BLUE STREAM RD
GLEN FALLS RD W
CLEAR LAKE DR
OLD MILL RUN
STILLWATER DR
SHADY OAK LN
GREENLAND HAMMOCK
GARDEN AV N
SOL Y SOMBRA
CR 4092 (PLYMOUTH AV W)
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z23-167
HILLPOINTE PD
AMENDMENT
SUBJECT PROPERTY
BLUE STREAM RD
GLEN FALLS RD E
GLEN FALLS RD W
STILLWATER DR
OLD N
CLEAR LAKE DR
SHADY OAK LN
SR 15A (SPRING GARDEN AV N)
HUNTERS CREEK DR
CR 4092 (PLYMOUTH AV W)
ROWA
GREENLAND HAMMOCK
R-3A
R-3CA
R-16
PD
C-2AC
C-2
C-1
P-1
P-1&M
VC:B-1&M
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: First Reading of Ordinance Abandoning a 50-Foot Wide by 255-Foot Long Portion of the Pine Avenue Right-of-Way Running along the Western Boundary of 1632 Parade Circle, and along the Eastern Boundary of 1615 and 1607 North Woodland Boulevard.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A- Legal, A20-200 1632 Parade Circle - Planning Board - January 2021, A20-200 Zoning Map, A20-200 AERIAL, A20-200 Survey, Boundary Survey - CITY EASEMENT

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The owner of the property located at 1632 Parade Circle has requested to abandon a 50-foot wide by 255-foot long portion of the Pine Ave right-of-way running along the western boundary of 1632 Parade Circle, and along the eastern boundary of 1615 and 1607 N. Woodland Boulevard and reserving a utility easement over the southerly fifteen feet (15') of the abandoned right-of-way. The applicant, Delmont Littlefield, has submtted a site plan application for expansion of his automobile business located at 1632 Parade Circle which includes the land contained within the proposed right-of-way being abandoned. However, by operation of law, when the right-of-way is abandoned it gets split down the middle with title passing to the property owners on either side. As such, the applicant will have to work with his neighbor in order to transfer any title to the abandoned right-of-way, but that is not a process in which the City will be involved. At their January 20, 2021 meeting, the Planning Board recommended approval of the abandonment. No action was taken on this application since that time because a pending annexation was determined to be unnecessary and the property owner was evaluating what other actions needed to be done in order to move forward.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles and Preserving "Sense of Community"

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no direct fiscal impact from the abandonment. Abandonment of the right-of-way will allow the business to expand, thus increasing tax revenue for the city.

RECOMMENDATION:

It is recommended that the City Commission approve the abandonment of a 50-foot wide by 255 linear feet of the Pine Ave right-of-way running along the western boundary of 1632 Parade Circle, and along the eastern

boundary of 1615 and 1607 N. Woodland Boulevard and reserving a utility easement over the southerly fifteen feet (15') of the abandoned right-of-way.

BACKGROUND/DISCUSSION:

Delmont Littlefield, owner of Littlefield Automotive located at 1632 Parade Circle, has plans to expand his business and would like to have the undeveloped portion of the right-of-way added to his property. By operation of law, once a right-of-way is abandoned, the property is divided equally among the adjacent property owners. The other property owner adjacent to the right-of-way has expressed their desire NOT to have the additional property added to their property once this abandonment takes place. The applicant will have to work with the adjacent property to make this happen. The applicant has provided information indicating no objection from any of the utility companies that could potentially utilize the right-of-way for any of their facilities. There is a fire hydrant in the area and, as such, the attached ordinance reserves a utility easement over the southerly fifteen feet of the area being abandoned.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING A 255-FOOT LONG BY 50-FOOT WIDE PORTION OF THE PINE AVENUE RIGHT-OF-WAY, LOCATED ALONG THE WESTERN BOUNDARY OF 1632 PARADE CIRCLE AND ALONG THE EASTERN BOUNDARY OF 1615 AND 1607 NORTH WOODLAND BOULEVARD AND RESERVING A UTILITY EASEMENT OVER THE SOUTHERLY FIFTEEN FEET OF THE ABANDONED RIGHT-OF-WAY; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Delmont Littlefield, owner of Littlefield Automotive, requested approval of the abandonment of a 255-foot long by 50-foot wide portion of the Pine Avenue right-of-way, located along the western boundary of 1632 Parade Circle and along the eastern boundary of 1615 and 1607 North Woodland Boulevard and more particularly described in the attached Exhibit "A"; and

WHEREAS, the applicant owns the property located on the east side of this right-of-way; and

WHEREAS, the requested abandonment of the right-of-way is consistent with the transportation element of the City's Comprehensive Plan; and

WHEREAS, the requested abandonment of this portion of the right-of-way will not restrict access to any property, will not be harmful to the public interest, and provides a positive benefit to the City; and

WHEREAS, the City is reserving the southerly fifteen feet (15') of the subject Pine Avenue right-of-way for a utility easement.

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

Section 1. The 255-foot long by 50-foot wide portion of the Pine Avenue right-of-way, described in the attached Exhibit A, is hereby abandoned, but the southerly fifteen feet (15') thereof is reserved to the City for a utility easement, and any right, title, or interest of the public in and to the right-of-way on any recorded map or plat, except for the reserved 15' utility easement, is hereby renounced and disclaimed.

Section 2. The effect of this Ordinance is to abandon a 255-foot long by 50-foot wide portion of the Pine Avenue right-of-way described above, and to renounce and disclaim any right, title, or interest of the public in and to the said right-of-way, except for a reserved utility easement over the southerly fifteen feet (15') thereof.

Section 3. The City Clerk-Auditor is hereby directed to have recorded in the public records of Volusia County, Florida, a certified copy of this Ordinance.

Section 4. 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 5. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of October, 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: (WRITTEN)

THAT PORTION OF PINE AVENUE LYING WEST OF LOTS 20 THROUGH 29, BLOCK B, PINEHURST, A SUBDIVISION OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP IN MAP BOOK 6 PAGE 101, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

.2927 Acres

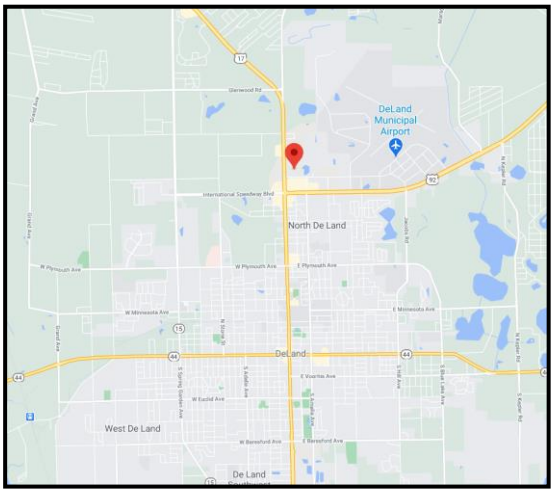
PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

January 20, 2021

A. **APPLICATION NO.**: A20-200

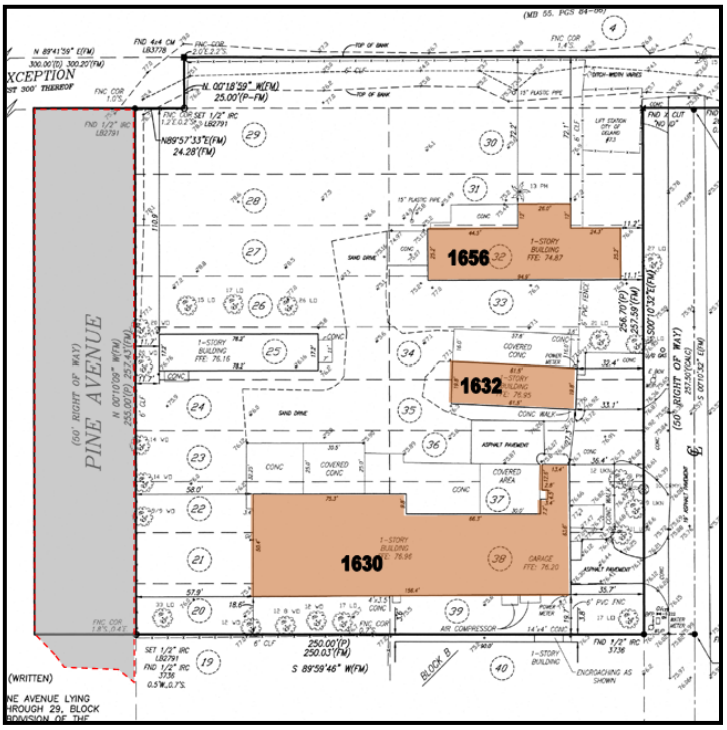
APPLICANT: Delmont Littlefield

B. **REQUEST:** Abandonment of 255 linear feet of the Pine Ave. right-of-way located along the western boundary of 1630, 1632, 1656 and 1660 Parade Circle.



C. **APPLICABLE REGULATIONS**: CHARTER AND RELATED LAWS Art. XII Planning & Zoning, Sec. 93. - Dedication and abandonment of streets. CHAPTER 33 - LAND DEVELOPMENT REGULATIONS, ARTICLE VIII. - Development Design and Improvement Standards, Sec. 33-90. - Transportation systems. 33-90.02. *Rights-of-way.*

D. **ANALYSIS**: This is a request for abandonment of a 255-foot long portion of the Pine Avenue right-of-way.



Applicant owns the property located on the east side of this right-of-way.

The area is comprised of commercial and industrial properties and the right-of-way has never been developed and is vegetated.

None of the surrounding properties are able to utilize any portion of the Pine Ave. r.o.w. for access.

Art. XII Planning & Zoning

Sec. 93. - Dedication and abandonment of streets.

The city commission may by ordinance discontinue, vacate and abandon any plat, public park, public square, street, avenue, highway or any other way which is laid out, fixed or established in any manner by the city or any person; however, this power shall not apply to any designated state road without the concurrence of the state road department.

ARTICLE VIII. - DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS
Sec. 33-90. - Transportation systems.
33-90.02. *Rights-of-way.*

(d) *Vacation of right-of-way.* Applications to vacate a right-of-way shall be approved upon a finding that all of the following requirements are met:

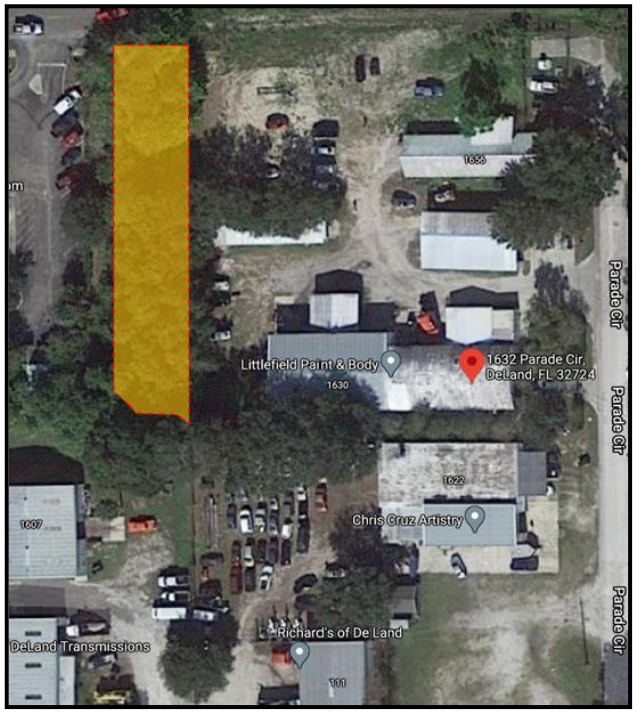
1. The requested vacation is consistent with the transportation element of the city Comprehensive Plan.

   The vacation of this right of way will not adversely impact the goals of the city's transportation element. The element states the following:

   t. 1.1.6 Give priority to improvements which will directly benefit City residents and businesses, or those residents and businesses in the planning area.

2. The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement.

   As shown on this aerial photo, this right-of-way does not provide access to any property.



3. The vacation will not jeopardize the current or future location of any utility.

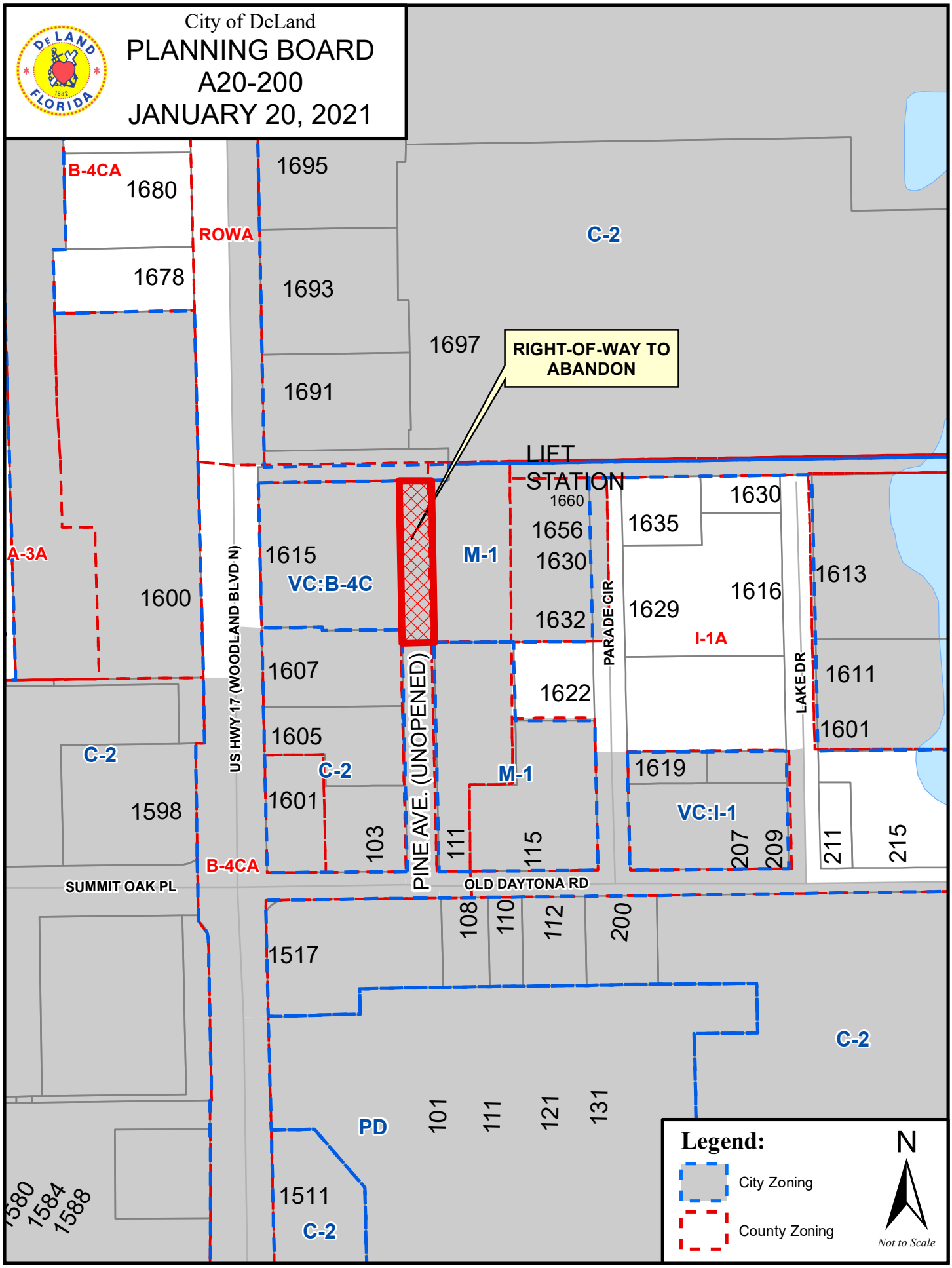
   Both Duke Energy and Charter/Spectrum Communications have provided no objection letters for the abandonment. However, the City of DeLand has utilities located within the right-of-way that will need to be dealt with before the abandonment can be finalized.

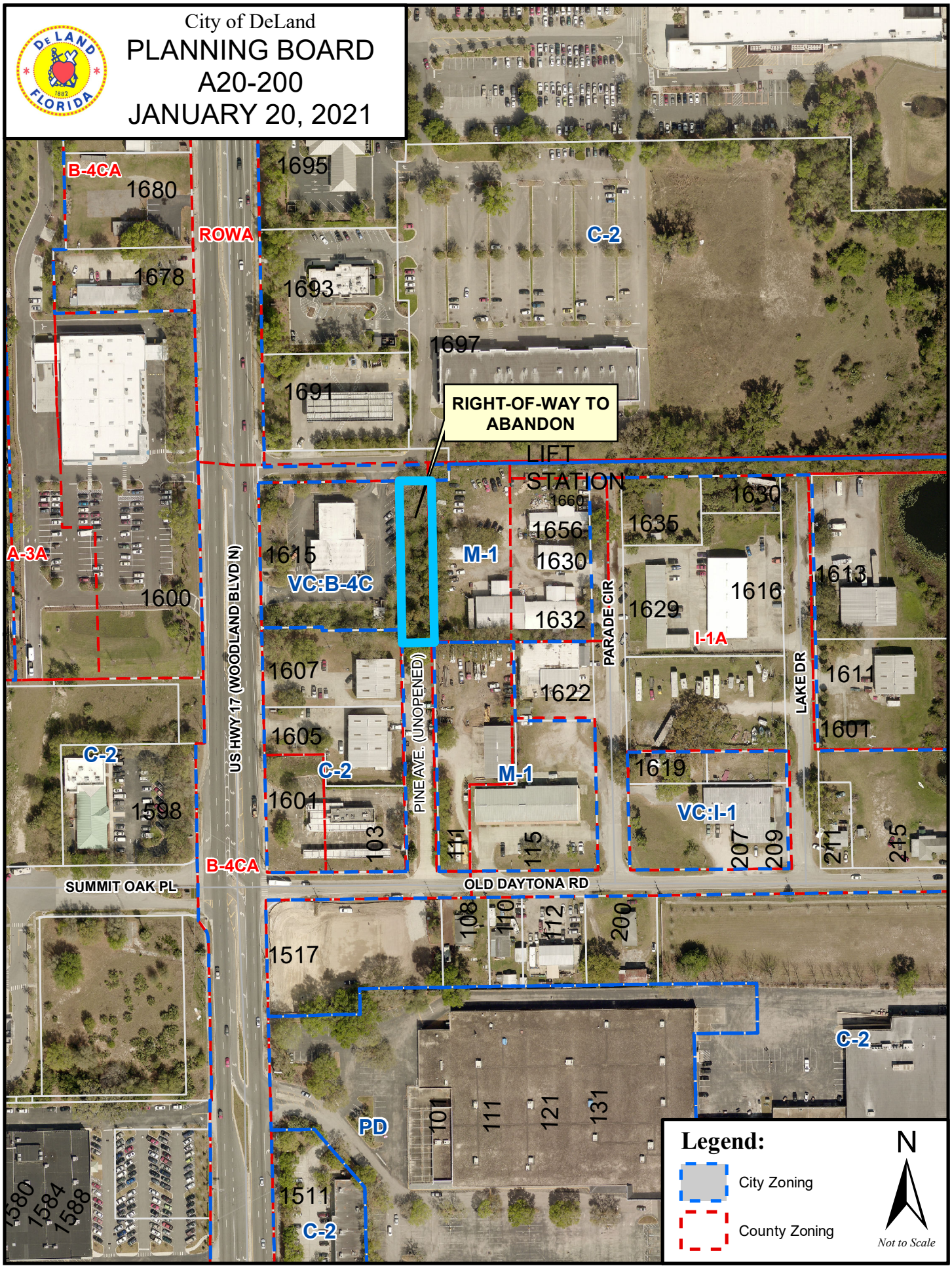
4. The proposed vacation is not detrimental to the public interest, and provides a positive benefit to the city.

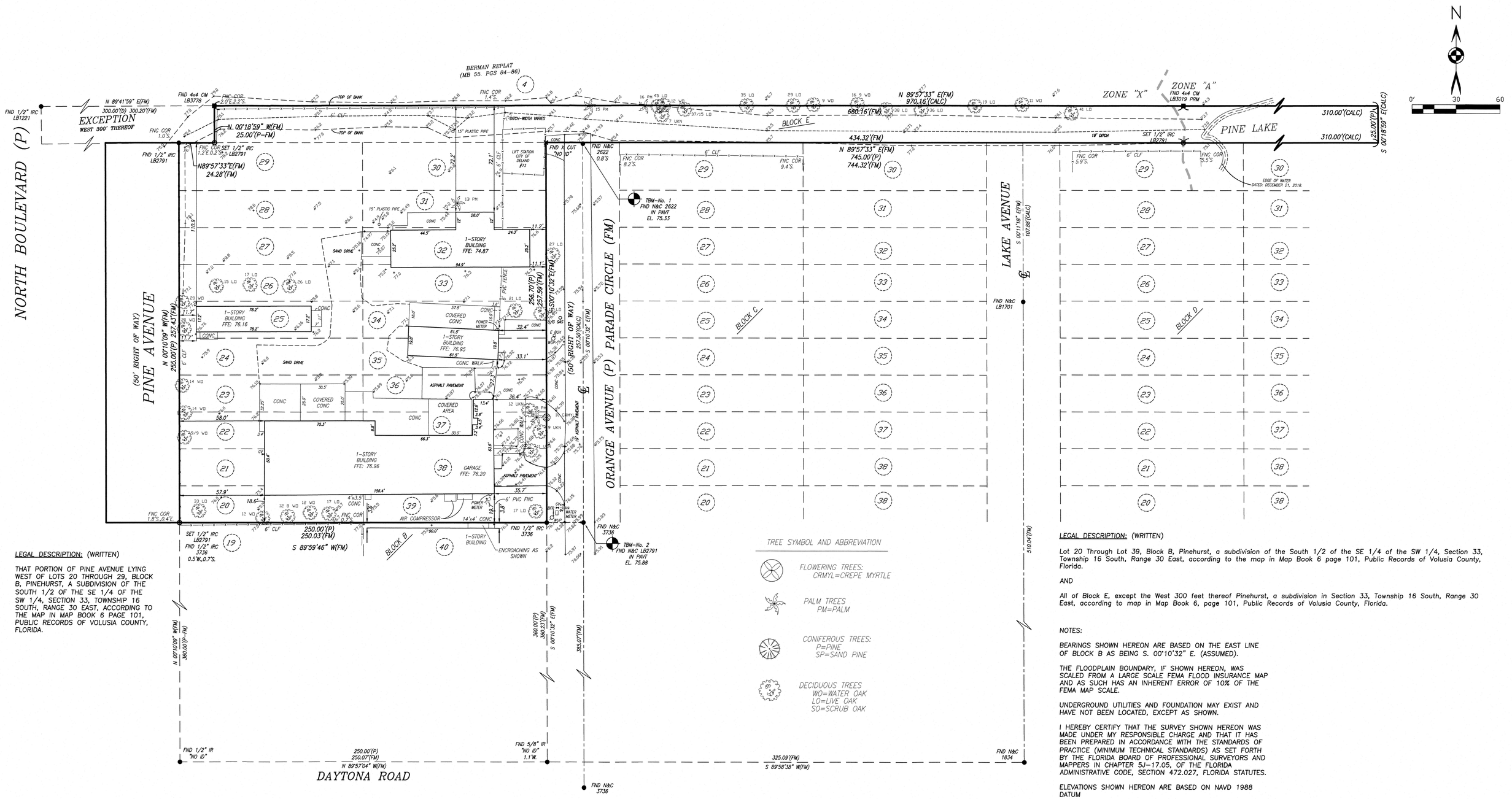
   The vacation is not detrimental to the city as it has never been developed.

E. STAFF RECOMMENDATION:

Staff advises that the Planning Board recommend approval to the City Commission of the abandonment of the 255-foot portion right-of-way upon adequately addressing the utility issues of the City of DeLand. Once approval has been granted for the abandonment by the City Commission, the east half of the right-of-way will go to ownership of the applicant and the west half will go to the property owner on the west side of Pine Avenue.


City of DeLand
PLANNING BOARD
A20-200
JANUARY 20, 2021
B-4CA
1680
ROWA
1695
C-2
1678
1693
1697
RIGHT-OF-WAY TO ABANDON
1691
LIFT STATION
1660
1630
1656
1635
A-3A
1615
M-1
1630
1613
1600
VC:B-4C
1616
1629
1632
I-1A
1607
1622
1611
1605
1601
C-2
C-2
M-1
1619
1598
1601
VC:I-1
103
111
115
207
209
211
215
B-4CA
SUMMIT OAK PL
OLD DAYTONA RD
108
110
112
200
1517
C-2
PD
101
111
121
131
1511
C-2
US HWY 17 (WOODLAND BLVD N)
PINE AVE. (UNOPENED)
PARADE CIR
LAKE DR
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
PLANNING BOARD
A20-200
JANUARY 20, 2021
B-4CA
1680
ROWA
1678
1695
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1697
1691
C-2
RIGHT-OF-WAY TO ABANDON
LIFT STATION
1660
1656
1630
1635
1630
1615
VC:B-4C
M-1
A-3A
1600
1632
1629
1616
1613
I-1A
PARADE CIR
LAKE DR
1607
1622
1611
1605
1601
C-2
M-1
1619
1601
1598
103
111
115
VC:I-1
207
209
211
215
US HWY 17 (WOODLAND BLVD N)
PINE AVE. (UNOPENED)
B-4CA
SUMMIT OAK PL
OLD DAYTONA RD
108
110
112
200
1517
C-2
PD
101
111
121
131
1511
C-2
1580
1584
1588
Legend:
City Zoning
County Zoning
N
Not to Scale



LEGAL DESCRIPTION: (WRITTEN)

THAT PORTION OF PINE AVENUE LYING WEST OF LOTS 20 THROUGH 29, BLOCK B, PINEHURST, A SUBDIVISION OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP IN MAP BOOK 6 PAGE 101, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TREE SYMBOL AND ABBREVIATION

- FLOWERING TREES: CRMYL=CREPE MYRTLE
- PALM TREES PM=PALM
- CONIFEROUS TREES: P=PINE SP=SAND PINE
- DECIDUOUS TREES WO=WATER OAK LO=LIVE OAK SO=SCRUB OAK

SITE DATA

BUILDING AREA (4)	= 12,582 S.F.
IMPERVIOUS AREA	= 9,517 S.F.
TOTAL IMPERVIOUS	= 22,099 S.F.
TOTAL SITE AREA	= 88,649 S.F.
PERCENTAGE OF IMPERVIOUS	= 24.9%

LEGAL DESCRIPTION: (WRITTEN)

Lot 20 Through Lot 39, Block B, Pinehurst, a subdivision of the South 1/2 of the SE 1/4 of the SW 1/4, Section 33, Township 16 South, Range 30 East, according to the map in Map Book 6 page 101, Public Records of Volusia County, Florida.

AND

All of Block E, except the West 300 feet thereof Pinehurst, a subdivision in Section 33, Township 16 South, Range 30 East, according to map in Map Book 6, page 101, Public Records of Volusia County, Florida.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF BLOCK B AS BEING S. 00°10'32" E. (ASSUMED).

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-17.05, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM

DRAWING REVISED TO SHOW ELEVATIONS AND TREES, DATED: 11/13/19

DRAWING REVISED TO ADD LEGAL FOR PINE AVENUE, DATED: 9/8/2020

REVISED 8/26/2019 TO COMBINE LEGAL DESCRIPTIONS

DRAWING RECERTIFIED TO: MAINSTREET COMMUNITY BANK OF FLORIDA ISAOA, 204 S WOODLAND BLVD DELAND, FL 32720; VOLUSIA TITLE SERVICES. DATED: MARCH 11, 2019.

ABBREVIATIONS

A=Arc Length
AC=Acres
A/C=Air Conditioning Unit
ASPH=Asphalt
BFP=Back Flow Preventer
BLDG=Building
BLK=Block
BM=Benchmark
(C)=Computed Data
CATV=Cable TV Service
C/B=Catch Basin
CB=Chord Bearing
CHD=Chord Distance
C/LF=Chain Link Fence
CMP=Corrugated Metal Pipe
CONC=Concrete
COR=Corner
CUP=Concrete Utility Pole
(D)=Deed call
DRA=Drainage Retention Area
ELEC=Electric
ELEV=Elevation
ESMT=Easement
FND=Found
FOC=Fiber Optic Cable
FIN FL=Finish Floor Elev
FH=Fire Hydrant
(FM)=Field Measured
FNC=Fence
FR=Frame Construction
F/WF=Field Wire Fence
F/WF=Field Wire Fence
GA=Guy Anchor
GL=Government Lot
GLO=Government Land Office
HDW=Headwall
INV=Invert Elevation
I/P=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
NID ID=No Identification
ORB=Official Records Book
O/_=Overhead
(P)=Plat
PC=Point of Curvature
PCC=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
PRM=Permanent Reference Mon.
PT=Point of Tangency
PVC=Poly Vinyl Chloride
P/MT=Pavement
R=Radius or Radial Line
RCP=Reinforced Conc. Pipe
REC=Recovered
RNG=Range
RRS=Railroad Spike
R/W=Right of Way
SEC=Section
SAN=Sanitary Sewer
SD=Storm Sewer
T=Tangent
TB=Tangent Bearing
TEL or T=Telephone Service
TWP=Township
U/_=Underground
UP=Utility Pole
WD/F=Wood Fence
WPF=Wood Privacy Fence
WM=Water Meter
W/M=Water Main
WSL=Water Service Line
W/=With
WI=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.

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 PARTIALLY located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map, Panel 470 of 930, Zone "X" & "A".

BOUNDARY SURVEY CERTIFIED TO:

LITTLEFIELD PAINT & BODY

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050
CERTIFICATE OF AUTHORIZATION NUMBER LB 2791

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

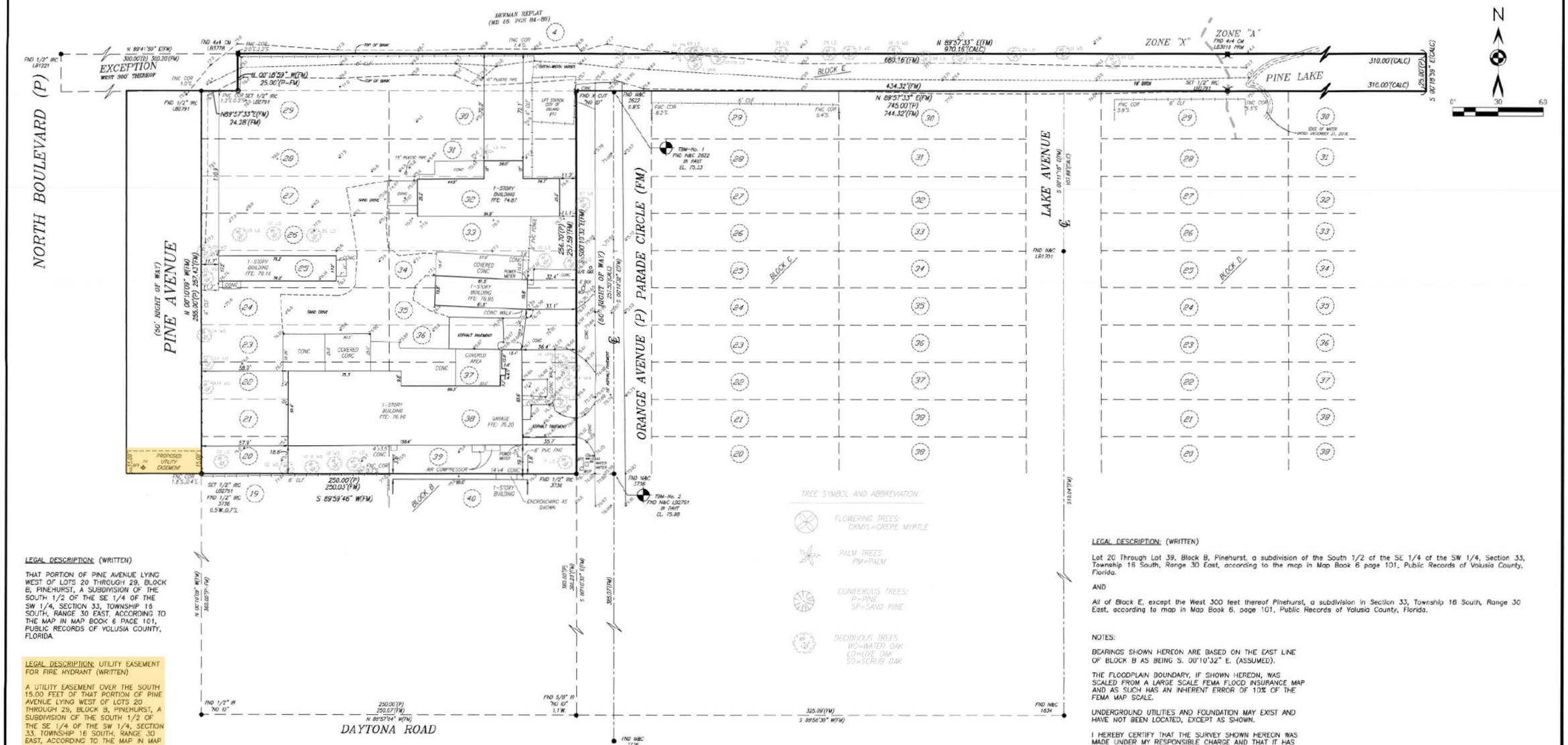
BY: Robert R Evers

ROBERT R. EVERS
FLORIDA CERTIFICATE # LS 5675

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 :	12/21/18
W.O. No.	11-289-18
DRAWN BY :	RC
FIELD BOOK :	725 PGS 65&67
CADD FILE / FILE No. :	11-289-18 M-



LEGAL DESCRIPTION: (WRITTEN)

THAT PORTION OF PINE AVENUE LYING WEST OF LOTS 20 THROUGH 29, BLOCK B, PINEHURST, A SUBDIVISION OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP IN MAP BOOK 6 PAGE 101, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION: UTILITY EASEMENT FOR FIRE HYDRANT (WRITTEN)

A UTILITY EASEMENT OVER THE SOUTH 15.00 FEET OF THAT PORTION OF PINE AVENUE LYING WEST OF LOTS 20 THROUGH 29, BLOCK B, PINEHURST, A SUBDIVISION OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP IN MAP BOOK 6 PAGE 101, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DRAWING REVISED TO ENLARGE PROPOSED UTILITY EASEMENT, DATED: 4/19/23

DRAWING REVISED TO LOCATE FIRE HYDRANT AT PINE AVENUE AND TO WRITE LEGAL DESCRIPTION FOR HYDRANT EASEMENT, DATED: 3/25/23

REVISED 8/26/2019 TO COMBINE LEGAL DESCRIPTIONS

DRAWING RECERTIFIED TO: MAINSTREET COMMUNITY BANK OF FLORIDA ISAOA, 204 S WOODLAND BLVD DELAND, FL 32720; VOLUSIA TITLE SERVICES. DATED: MARCH 11, 2019.

ABBREVIATIONS

A=Arc Length	CONC=Concrete	F/W=Field Wire Fence	U/G=Utility & Cap	POL=Point on Line	TB=Tangent Bearing
AC=Acres	COR=Corner	GA=Guy Anchor	VID=Utility Identification	PRC=Point of Reverse Curve	TEL or T=Telephone Service
A/C=Air Conditioning Unit	CUP=Concrete Utility Pole	GL=Government Lot	UR=Utilities Reverse Book	PRM=Permanent Reference Mon.	TWP=Township
ASPH=Asphalt	D=Deed (ref)	GLO=Government Land Office	U/_=Overhead	PT=Point of Tangency	U/_=Underground
BRP=Back Flow Preventer	DRA=Drainage Retention Area	HDW=Headwall	(R)=Plat	PVC=Poly Vinyl Chloride	UPP=Utility Pole
BLDG=Building	ELEC=Electric	HP=Hard Pipe Elevation	PAVT=Pavement	R=Radius or Radial Line	W/_=Water Line
BLK=Block	ELEV=Elevation	IP=Iron Pipe	POB=Point of Beginning	RAD=Radius or Radial Line	WF=Wood Fence
BM=Benchmark	ESMT=Easement	IR=Iron Rod	POC=Point of Compound Curvature	RCP=Reinforced Conc. Pipe	WM=Water Meter
(C)=Computed Data	FND=Found	IRC=Iron Rod & Cap	POB=Point	RED=Recovered	W/M=Water Main
CATV=Cable TV Service	FOC=Fiber Optic Cable	Inv/Inst=Invert	Pt/Inst=Point of Intersection	RNG=Range	WPS=Water Service Line
C/B=Catch Basin	FH=Fire Hydrant	LB=Licensed Business	POB=Point of Beginning	ROR=Railroad Spike	W/=With
CB=Chord Bearing	FH/Fire Hydrant	LLR=Registered Land Surveyor	POC=Point of Commencement	R/W=Right of Way	WC=Witness Corner
CHD=Chord Distance	(FM)=Field Measured	MB=Help Book	POL=Point on the Curve	SEC=Section	WUP= Wood Utility Pole
C/L=Chain Link Fence	FND=Found	MH=Manhole	POL=Point on Line	SAN=Sanitary Sewer	
CMP=Corrugated Metal Pipe	FR=Frame Construction	MON=Monument		SD=Storm Sewer	
	F/W=Field Wire Fence			TH=Tangent	

NOTE:

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(Per map dated February 19, 2014)
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BOUNDARY SURVEY CERTIFIED TO:

LITTLEFIELD PAINT & BODY

SITE DATA

BUILDING AREA (4)	= 12,562 S.F.
IMPERVIOUS AREA	= 9,917 S.F.
TOTAL IMPERVIOUS	= 22,059 S.F.
TOTAL SITE AREA	= 88,649 S.F.
PERCENTAGE OF IMPERVIOUS	= 24.9%

Robert Evers
Digitally signed by Robert Evers
Date: 2023.04.25 08:39:34 -04'00'

LEGAL DESCRIPTION: (WRITTEN)

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AND

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ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM

DRAWING REVISED TO SHOW ELEVATIONS AND TREES, DATED: 11/13/19

DRAWING REVISED TO ADD LEGAL FOR PINE AVENUE, DATED: 9/8/2020

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL * PH (386)-734-8050
CERTIFICATE OF AUTHORIZATION NUMBER: LB 3791

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

ROBERT R. EVERS, License Number 3675, STATE OF FLORIDA, Professional Surveyor and Mapper

BY: ROBERT R. EVERS, FLORIDA CERTIFICATE NO. 3675

SYMBOLS :
- = IRON TOUND (SIZE SHOWN HEREON)
- = 1/2" REBAR & CAP SET
- = 4"x4" CONCRETE MONUMENT & CAP SET
- = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
- = R.L.S. 3352/PAL FOUND (SIZE SHOWN HEREON)
- = R.L.S. 3352/PAL SET
- = IRON PIPE FOUND (SIZE SHOWN HEREON)
- = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE :	11/21/18
W.O. No.	11-380-18
DRAWN BY :	RC
FIELD BOOK :	725 PGS 65&67
CADD FILE / REF No. :	11-380-18 M-

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Resolution Approving Preliminary Plat, Cresswind DeLand Phase 2 & 3, Located East of Lake Winnemissett and North of Service Road.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, SR-PSB23-086 Cresswind Preliminary Plat Phases 2 &3, PSB23-086 Zoning Map - ADA, PSB23-086 Aerial Map - ADA, PSB23-086 Cresswind Landscape Plans - ADA, PSB23-086 Cresswind Plat - ADA, PSB23-086 Cresswind Civil Plans - ADA, 2020-19 Cresswind PD Recorded

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The applicant, KW CW DeLand, LLC, requests approval of a Preliminary Plat to develop an 89.08-acre site located east of Lake Winnemissett and north of Service Road (a.k.a. the old alignment of E. SR 44) identified as Phases 2 and 3, in order to create 226 single-family lots. Both phases are divided further into Phases 2A, 2B, 3A and 3B and will contain 83, 29, 49 and 65 units respectively. All lots will be served with municipal water and sanitary sewer. Reclaim water will be provided for irrigation to lots located easterly of the utility easement and well water will be utilized westerly of the easement. All lots in the proposed phases meet the minimum dimensions and lot area standards for the PD. All staff comments have been addressed and the project meets all concurrency requirements for the county. Low impact development standards were applied and all lighting has been coordinated with Duke Energy and will be dark sky compliant.

The City Commission approved the Cresswind DeLand Planned Development on September 23, 2020, the Preliminary Plat for Phase 1 of the project on November 15, 2021 and the Final Plat for Phase 1 on September 12, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

As the project is developed, properties will be added to the City's tax roll with subsequent demand for city services.

RECOMMENDATION:

It is recommended that the City Commission approve the Preliminary Plat for Phases 2 & 3 for this project.

BACKGROUND/DISCUSSION:

This is an application for the construction of Phase 2 and 3 of the Cresswind PD for 226 residential lots. The

89.08-acre site is located east of Lake Winnemissett and north of Service Road (a.k.a. the old alignment of E. SR 44). A portion of this planned development, Phase 1, is located between Phases 2 and 3 and is currently under construction. However, the property that will house phases 2 and 3 is currently vacant, undeveloped and heavily vegetated.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR CRESSWIND DELAND, PHASES 2 AND 3, LOCATED EAST OF LAKE WINNEMISSETT AND NORTH OF SERVICE ROAD; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, KW CW DeLand, LLC., have submitted a proper and complete application under Chapter 33, Article 13 of the City of DeLand Code of Ordinances (hereinafter the "Code") for approval of a preliminary subdivision plat for Cresswind DeLand Phases 2 and 3, located east of Lake Winnemissett and north of Service Road; and

WHEREAS, the applicant intends to develop the Phases 2 and 3 into 226 single-family residential lots; and

WHEREAS, on September 13, 2023, the Planning Board recommended approval of the preliminary subdivision plat for Cresswind DeLand, Phases 2 and 3.

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

Section 1. The City Commission hereby approves the preliminary subdivision plat for Cresswind DeLand, Phases 2 and 3, located east of Lake Winnemissett and north of Service Road.

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

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

PASSED AND DULY ADOPTED this 16th day of October, 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

PLANNING STAFF REPORT
To
PLANNING BOARD

September 13, 2023

APPLICATION: PSB23-086

SUBJECT: Preliminary Plat for Cresswind DeLand PD Phases 2 &3

1. Location: East of Lake Winnemissett and north of Service Road (a.k.a. the old alignment of E. SR 44)

2. Applicant: KW CW DELAND, LLC

3. Size: ± 89.08 acres, Parcel IDs Associated with Project:
701305000010
701305000160
701305000170
711800000070
711800000090
711800000110

4. Existing Zoning & Land Use:
Land Use: Urban Low Intensity (ULI)
Zoning: Cresswind DeLand Planned Development (PD)

5. Surrounding Conditions:

	SURROUNDING USE:	**SURROUNDING ZONING:**
North:	VC: Urban Low Intensity; VC: Forestry Resource	VC: R-3; VC: FR
South:	Gateway; Highway Commercial	Gateway East PD; VC: A-3
East:	VC: Forestry Resource; VC: Commercial	VC: FR; VC: B-6; VC: B-6C
West:	Medium Density Residential	VC: R-3

6. Applicable Regulations:
Sec. 33-146.05. *Subdivision of Land.*
Cresswind DeLand Planned Development Agreement
(Ord. #2020-19)

7. Physical Characteristics:
The subject property is located within two proposed phases of the Cresswind PD, which is east of Lake Winnemissett and on the north side of Service Road (the old alignment of E. State Route (SR) 44

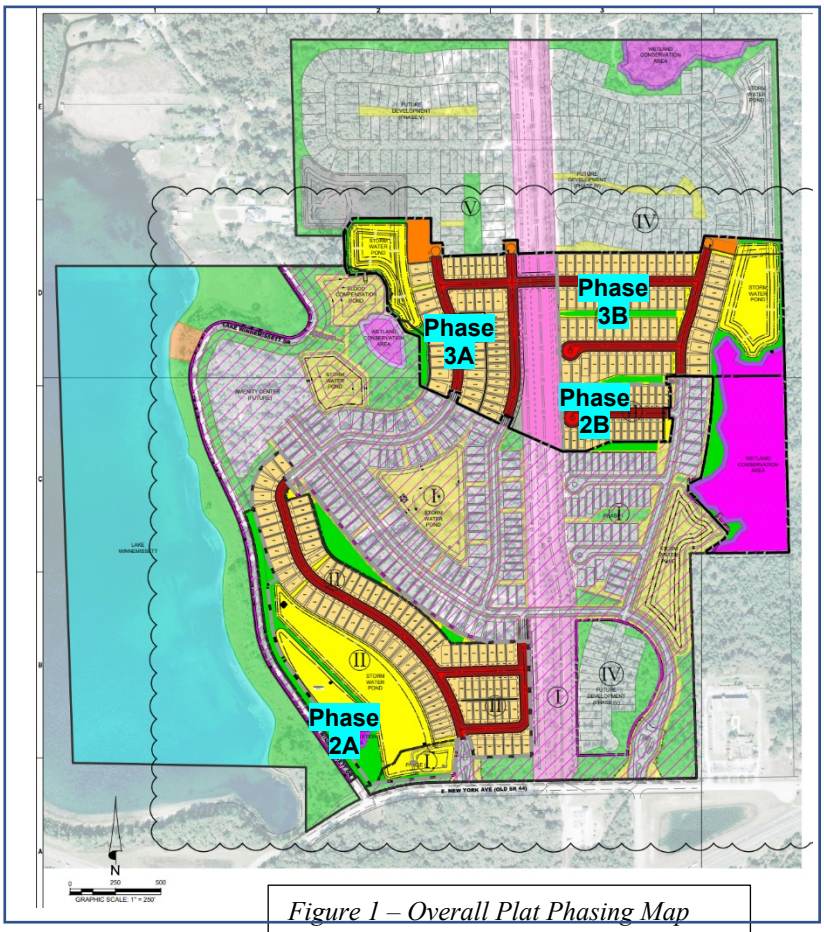


Figure 1 – Overall Plat Phasing Map

west of Lake Winnemissett Drive). As shown in Figure 1, Phase 2A is proposed in the southwest area of the PD, south and west of Phase 1, which is scheduled for City Commission approval on September 18, 2023. Phases 2B, 3A, and 3B are proposed north of Phase 1 and include a portion of a 180+ ft wide utility service easement dedicated to FPL, Duke Energy, and Florida Gas Company.

With the exception of portions of Phase 1 that are under construction, the properties within the PD are vacant and mostly wooded. East of the utility easement is mainly compreised of pine-scrub forested uplands and bay swamps with dense canopy trees and understory plants as well as mature trees wihin the wetlands. West of the utility easement resides large, is dominated by mature upland, hardwood forests, with mature live and laurel oaks and scattered pine, that have regenerated on the site of a historic citrus operation. Approximately 61 acres acres of the site is open water associated with Lake Winnemissett and associated shoreline wetlands. Directly adjacent to the northeast and east of the project are environmentally-sensitive lands (some already under conservation easement) designated as Natural Resource Management Area (NRMA) by Volusia County. Some portions of the proposed development, particularly those lands directly adjacent to Lake Winnemissett and a small portion in the northwestern quadrant, lie within a 100-year floodplain – many of which are the above-noted wetlands.

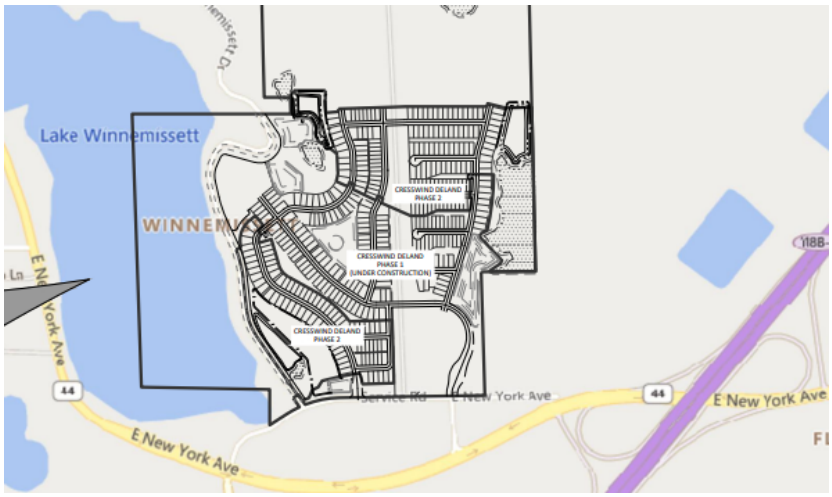
If approved, the Phase 2A plat would abut Lake Winnemissett Drive and the tract containing a section of Lake Winnemissett, associated wetlands, and undeveloped Lakefront Park. To the north, it would abut the undeveloperd Amenity Center site. On the east and south, it would be adjacent to Phase 1's platted lots and utility easement. Likewise, if the plat is approved for Phases 2B, 3A, and 3B, it would abut the remaining future phase(s) of of Cresswind PD. Additionally, it would abut vacant wooded land to the east and Phase 1 to the south and west.

8. Public Utilities and Service:

Water: The proposed development would be served by City potable water facilities.
Sewer: The proposed development would be served by City sanitary sewer facilities.

Irrigation: Per the PD Agreement, the eastern-half of the proposed development would be served by City reclaimed water facilities. The western-half wouldl be irrigated via a combination of wet stormwater ponds and irrigation wells drawing from the Florida Aquifer.

9. Type of Development:



The applicant seeks to develop Phase 2A, 2B, 3A, and 3B of Cresswind DeLand PD, which was approved in 2020 and allows the development of 600-lot single-family, active adult community homes (age restricted 55 & over) on 89.08 acres. The PD is also approved to include common areas such as an amenity center with pool, a lakefront park with picnic areas and boat dock, and a multi-modal trail. The adopted PD agreement allows lot sizes ranging between 40 and 60 ft. in width and specifies requirements for open space, landscaping, trees, perimeter buffers, among other areas. All lots in the proposed subdivision shall meet the minimum dimensions and lot area standards specified within the PD. To address open-water retention ponds' impacts to adjacent environmentally-sensitive lands, littoral zones are required. In these zones, wetland-friendly aquatic species are required to be replanted to create a more 'natural' appearance and provide new foraging habitat for wading birds.

The proposed plat totals 226 units comprised of the following phases:

Phase	Number of Units
2A	83
2B	29
3A	49
3B	65

Phase 2A, proposed to be 83 lots, would be the first to develop. Phase 2A also proposes a temporary Operations Center within a residential home-sized structure. Before all Cresswind Phases are complete, the developer would redevelop the structure as a single-family home consistent with PD requirements.

Remaining 3 phases are proposed to include 143 units. Prior to development of Phases 2A and 3A, a portion of each is proposed to be used as a stockpile for which the developer would store and retrieve excavated soil, consistent with building and structure construction activities. Once the stockpile is no longer needed, it would be removed and its platted lots would be developed.

10. Analysis:

The proposed plat phases are located within Cresswind DeLand PD, located east of Lake Winnemissett and on the north side of Service Road (old SR 44 alignment), between the Lake Winnemissett Drive and the Interstate 4/SR 44 interchange. Access would be provided via two Florida Department of Transportation (FDOT) approved gated driveway connections on Service Road. During the PD application process, the applicant's transportation impact analysis (TIA) and proportionate fair-share mitigation calculation, for impacts to transportation system deficient road and intersections, were approved. In 2022, during the Phase 1 Final Plat application, the applicant, city, and Volusia County entered into a tri-party proportionate fair share agreement, obligating the applicant/developer to pay Volusia County $263,584.54 for Phase 1 impacts and issue a bond in the amount of $476,571.53 for the remaining phases' impacts. Volusia County will apply the cash and bond funds toward capacity improvements on county thoroughfares near the site.

An environmental report dated July 2021 was submitted as part of the application to identify or review the potential of listed species of flora or fauna. Although no tortoises were observed, numerous burrows were observed. The report describes both areas east and west of the utility easement as not providing ideal tortoise habitat; therefore, any tortoises found during required gopher tortoise surveying prior to construction activities would be relocated to state-approved receiver sites.

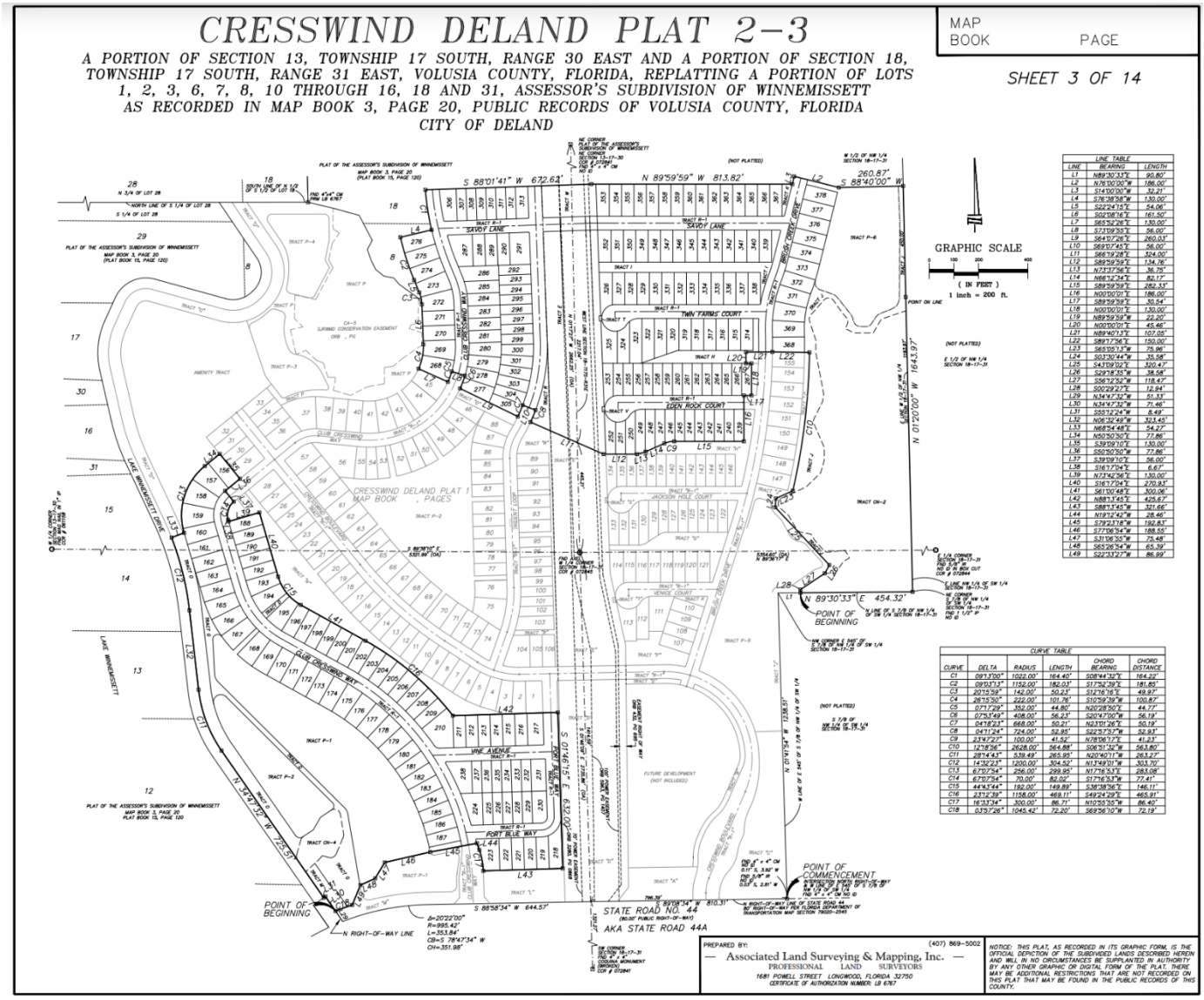
Due to the property's wetlands and upland habitats, it has potential to provide habitat for a variety of state and federally listed wildlife species. However, surveys conducted in 2018, 2019 and 2021 did not locate most species/species habitats. For example, sandhill cranes were regularly audible on or near the site, but not seen. No bald eagle nests were recorded on the site, although one was foraging on roadkill nearby in 2021 and two were observed flying over the site in 2018 and 2019 respectively. Florida scrub-jays were not encountered, seen, or heard on site, and the report outlines the reasons despite area being well-known for portntial scrub-jay habitat. The report included the results of state wildlife database searches that show the location of recognized wading bird colonies near the project site. Of those, the listed wood stork would be attracted to Lake Winnemissett's littoral zone.

City Commission approved the request for rezoning of the subject property to Cresswind DeLand PD on September 23, 2020.

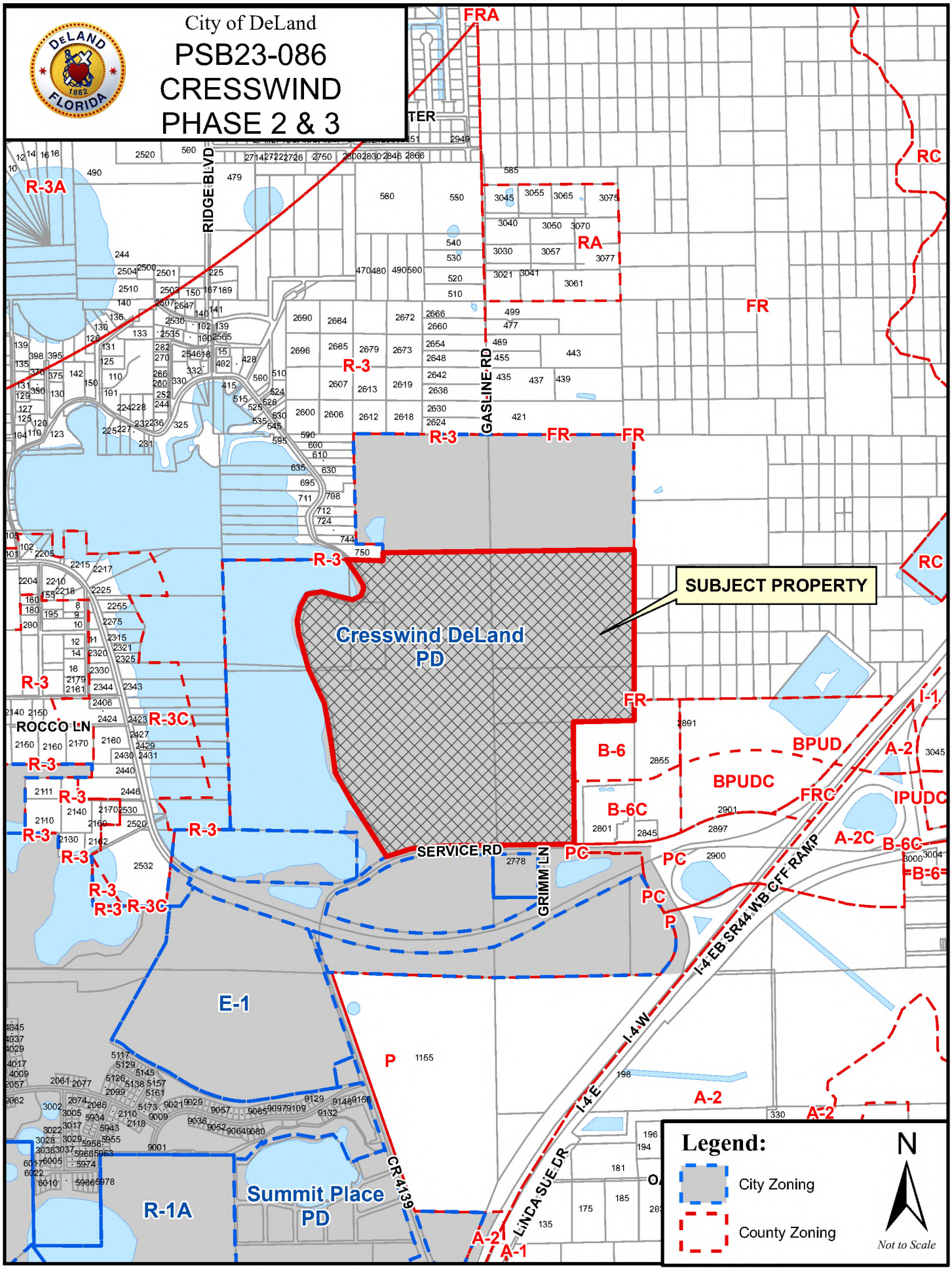
The proposed preliminary plat includes the approved civil contruction plans and is consistent with the adopted PD agreement, concept plan, and applicable land development regulations. As outlined in the PD, after preliminary plat and final construction plans are approved, separate site plans are required for the approval of any model homes or temporary offices, trailers, parking areas, etc. The applicant submitted site plan applications for both the operations center and stockpile, which are currently under review.

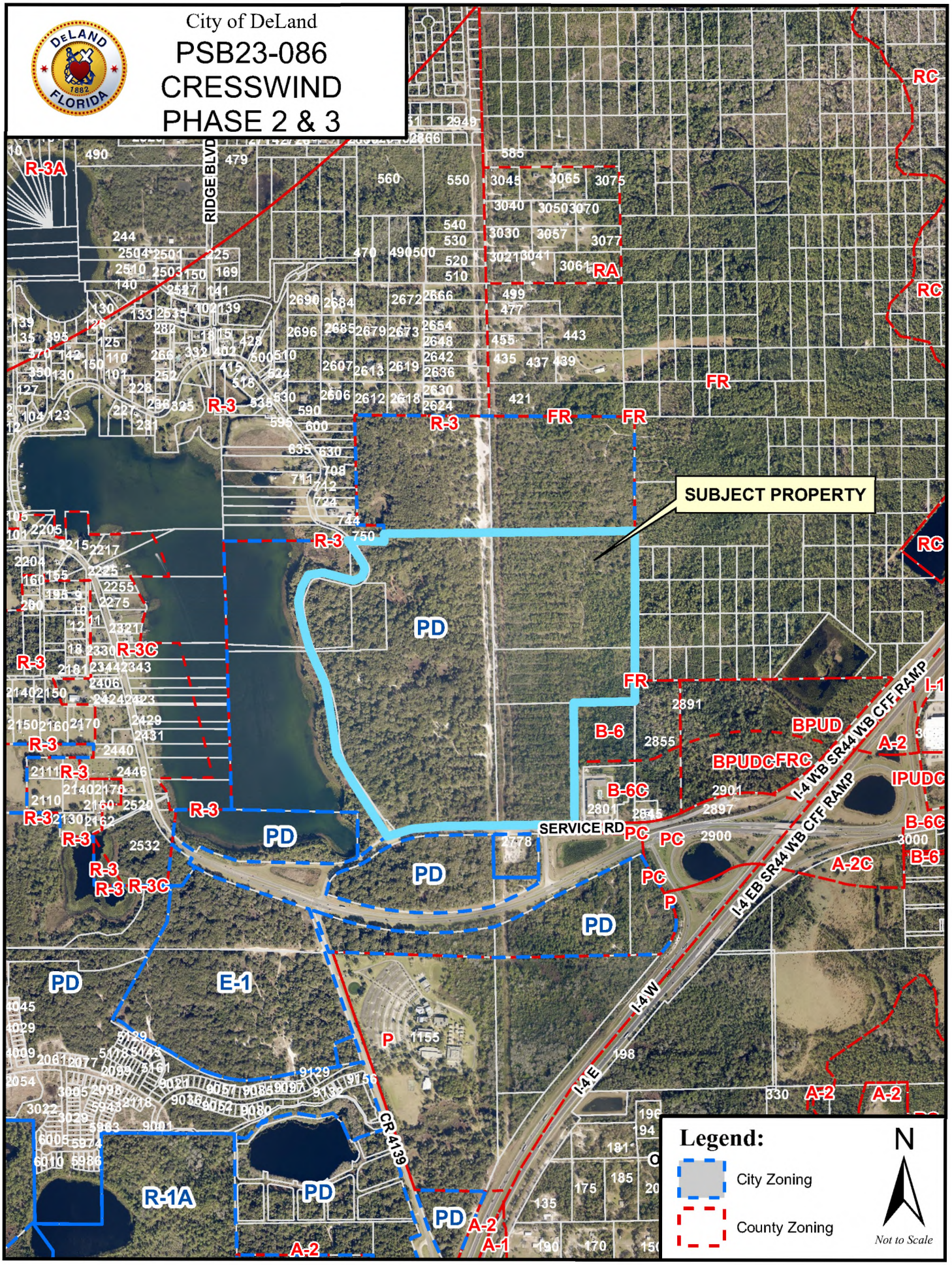
At the July 20, 2023 Technical Review Committee meeting, members recommended the Preliminary Plat be forwarded on to the Planning Board. The applicant provided updated plans to address the TRC review comments and these plans have been included with the staff report.

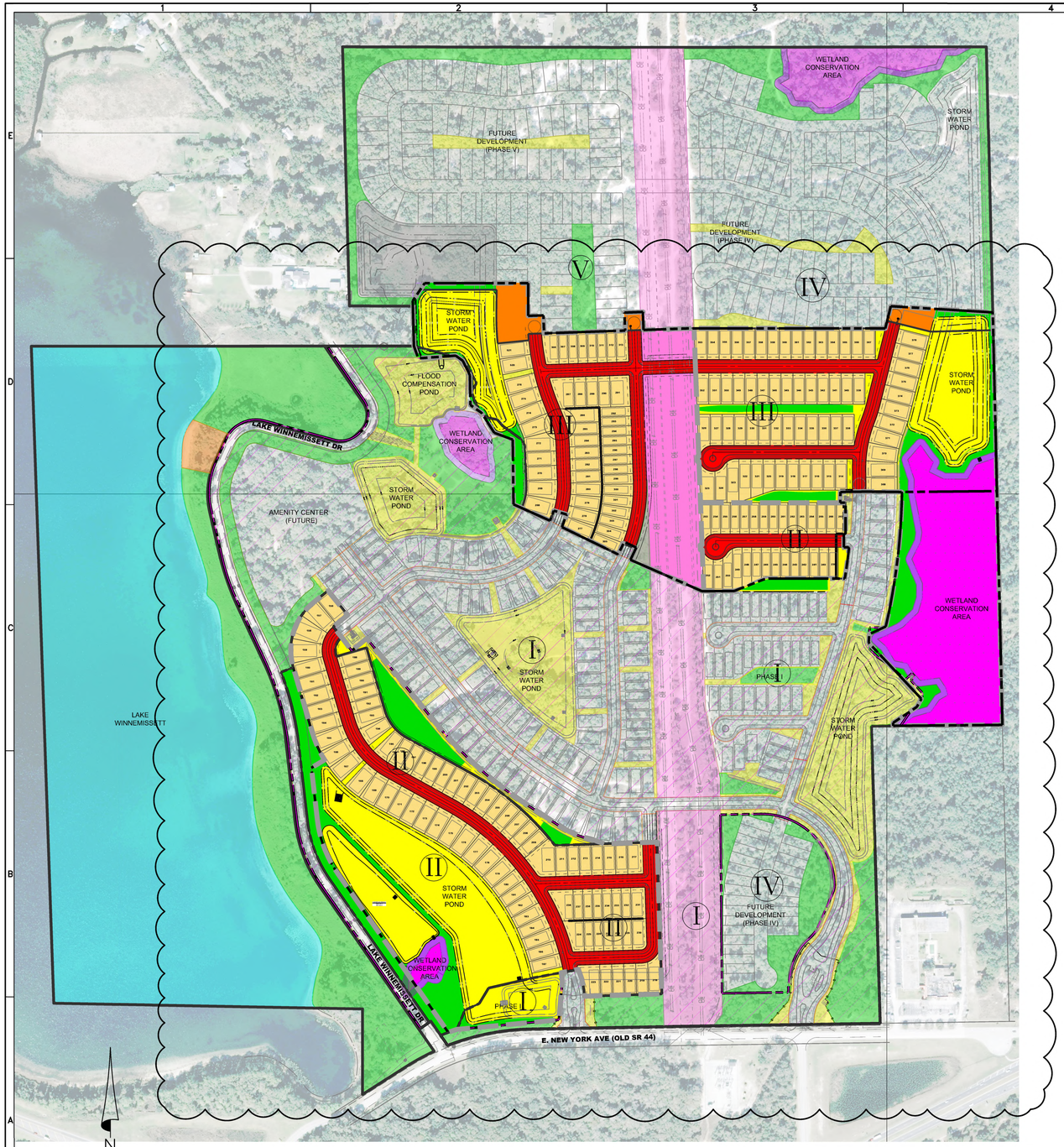
11. Recommendation:
Staff recommends approval of the preliminary plat by the Planning Board, subject to all comments being met and addressed prior to the plans being forwarded to City Commission for their approval.




PHASE V
(FUTURE)
PHASE IV
(FUTURE)
PHASE IIIA
PHASE IIIB
PHASE IIB
AMENITY CENTER
(UNDER CONSTRUCTION)
PHASE I
(UNDER
CONSTRUCTION)
PHASE I
(UNDER
CONSTRUCTION)
PHASE IIA
PHASE IV
(FUTURE)


City of DeLand
PSB23-086
CRESSWIND
PHASE 2 & 3
SUBJECT PROPERTY
Cresswind DeLand
PD
Summit Place
PD
R-3A
R-3
R-3C
R-1A
E-1
P
RA
FR
FRA
RC
B-6
B-6C
BPUD
BPUDC
FRC
IPUDC
A-2
A-2C
I-1
PC
RIDGE BLVD
GASLINE RD
ROCCO LN
SERVICE RD
GRIMM LN
I-4 EB SR44 WB OFF RAMP
I-4 W
I-4 E
LINDA SUE CR
CR 4139
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
PSB23-086
CRESSWIND
PHASE 2 & 3
SUBJECT PROPERTY
RIDGE BLVD
SERVICE RD
CR 4139
I-4 WB SR44 WB CFF RAMP
I-4 EB SR44 WB CFF RAMP
I-4 W
I-4 E
R-3A
R-3
R-3C
R-1A
E-1
PD
RA
RC
FR
B-6
B-6C
BPUD
BPUDC FRC
IPUDC
A-2
A-2C
I-1
PC
P
Legend:
City Zoning
County Zoning
N
Not to Scale



ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

LEGEND:

TREE PROTECTION AREAS (TPA)
FUTURE PHASES
- TREE PROTECTION AREA
- NET WETLAND CONSERVATION
- WETLAND SETBACK

TREE PROTECTION AREAS (TPA)
PHASE 1 PLAT BOUNDARY
- TREE PROTECTION AREA
- NET WETLAND CONSERVATION

TREE PROTECTION AREAS (TPA)
PHASE 2-3 PLAT BOUNDARY
- TREE PROTECTION AREA
- NET WETLAND CONSERVATION

OPEN SPACES
FUTURE PHASES
- PROPOSED OPEN SPACE
- UTILITY EASEMENT
- PROPOSED POND

OPEN SPACES
PHASE 1 PLAT BOUNDARY
- OPEN SPACE AREA
- UTILITY EASEMENT

OPEN SPACES
PHASE 2-3 PLAT BOUNDARY
- OPEN SPACE AREA
- UTILITY EASEMENT

OTHER AREAS
FUTURE PHASES
- LAKE WINNEMISSETT
- PROPOSED AMENITY SITE

OTHER AREAS
PHASE 2-3 PLAT BOUNDARY
- FUTURE DEVELOPMENT
- LOT AREA
- ROW AREA

SITE DATA AND OPEN SPACE CALCULATIONS

Description	Ac. +/-	%
Total Site Area:	318.4	
Less Lake Winnemissett Area:	51.7	
Less Lake Winnemissett Road 43' ROW (Phase 1 Plat):	3.7	
Net Landward Area:	**263.0**	
Retention Ponds[2] :	20.1	
Tree Protection Areas (TPA):		
Tree Protection Areas Future:	24.13	9.2%
Tree Protection Areas (Phase 2-3 Plat):	7.37	2.8%
Tree Protection Areas (Phase 1 Plat):	12.7	4.8%
Net Wetland Conservation[1] Future:	2.28	0.9%
Net Wetland Conservation[1] (Phase 2-3 Plat):	8.87	3.4%
Net Wetland Conservation[1] (Phase 1 Plat):	0.75	0.3%
Wetland Setbacks Future:	0.76	0.3%
Wetland Setbacks (Phase 2-3 Plat):	1.44	0.5%
Wetland Setbacks (Phase 1 Plat):	0.50	0.2%
Total TPA[3]:	**58.8**	**22.4%**
Open Space		
Other Open Space[4]:	2.22	
Other Open Space[4]: (Phase 2-3 Plat)	1.38	
Other Open Space[4]: (Phase 1 Plat)	20.20	
Utility Easement:	5.84	
Utility Easement: (Phase 2-3 Plat)	5.23	
Utility Easement: (Phase 1 Plat)	9.90	
Stormwater Ponds and Pond Banks:	5.59	
Stormwater Ponds and Pond Banks: (Phase 2-3 Plat)	16.01	
Net Wetland Conservation[1] :	11.90	
Wetland Setbacks:	2.70	
Amenity Site[5]:	7.27	
Tree Protection Areas (TPA):	44.2	
Total Open Space Without TPA:	**88.3**	**33.6%**
Total Open Space With TPA:	**132.5**	**50.4%**
Impervious Surface Ratio (ISR):		
Net Landward Area:	**263.0**	
Pervious Areas:		
Stormwater Ponds and Pond Banks:	21.6	
Wetlands and Wetland Setbacks:	14.1	
Estimated Pervious Portion of Amenity Center[6]:	3.2	
Other Open Space[4]:	23.8	
Tree Protection Areas (TPA):	44.2	
Utility Easement:	21.0	
Estimated Pervious Portion of Lots:	23.8	
Estimated Pervious Area of ROW[7]:	5.6	
Total Pervious Area:	157.3	
Total Impervious Area:	**105.7**	**40.2%**

Notes:

1) Area does not include wetland setbacks and deducts 1.2 Acres of proposed wetland impact.

2) Area does not include maintenance berms pond banks.

3) Based on Net Landward Area.

4) Includes open spaces between back-to-back lots, and other inefficient lands adjacent to wetlands that are not proposed to be developed. Available Open Space and final Open Space calculations are subject to final layout, engineering design, and permitting.

5) Entire Amenity Center for Open Space Calculations.

6) Includes sidewalks, buildings, pool and pool deck, parking, tennis and pickleball courts. Based on a conceptual design and is an estimate.

7) For proposed internal roadways (50' and 56' ROW). This calculation will be determined by the number of driveways that extend into the ROW. For planning purposes, it is estimated using an

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Tampa, Florida 33610
Office: 813-253-5311
Fax: 813-464-7629
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
PERMIT OVERAL SITE DATA
& OPEN SPACE CALCS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	L-100
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED
LANDSCAPE ARCHITECT

The seal appearing on this document was authorized by Keven J. Steele, P.L.A. LA6667179 on the date indicated here unless accompanied by an electronic signature as described in this section.

Keven J Steele
Digitally signed by Keven J Steele
DN: C=US, O=Florida, dnQualifier=A01410D0000019DCEFC110000
4AF3F, CN=Keven J Steele
Reason: I am the author of this document
Location:
Date: 2023.06.17 17:53:53-04'00'
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KEVEN J STEELE
DATE:
REGISTRATION NO.LA6667179

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L-100 2023/06/17 5:31 PM KEVEN STEELE

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I. PD PLANNED DEVELOPEMENT AGREEMENT:

2. Site

Landscape buffer requirements: Minimum 50-foot perimeter buffer along all boundaries. Existing wetlands, existing lakes and proposed lake areas shall be included as uses allowed within buffer areas (If right-of-way dedications are required by Volusia County, the landscape buffers will be measured from the new right-of-way line.) Existing vegetation within the buffers will be preserved to the extent practical, however changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using native or low-water landscape material.

Fences: Open style fencing shall be permitted along rear single family lot property lines to encourage visibility of water features and open spaces; however, this requirement shall not apply to those lots that share a common rear property boundary with another lot, a conservation area or other areas not otherwise considered open space. The property owner's association for the development shall be responsible for determination and enforcement of fencing requirements within the development.
A 6 foot to 8-foot height black vinyl coated chain link fence may be used within the development's perimeter landscape buffers. A 6-foot height black vinyl chain link fence may also be used to surround City owned lift stations provided they are screened with landscape hedge material.

Open Space: Open Space and/or Common Area shall meet the requirements of the Land Development Regulations Ordinance #2013-11.

J. Environmental Considerations. All landscape buffers noted on the Planned Development Plan as "natural" must contain an amount of visual screening equal to the Landscape Buffer Standard C (30 feet) per Table 33-92.02(b) of the Land Development Regulations Ordinance No. 2013-11, as amended. If landscape buffers in their natural condition contain insufficient plant material to meet the visual screening standard, the Developer will bring the buffer into compliance with the Buffer Standard referenced above. Said plantings shall be in place on or before the completion of construction for those proposed improvements and/or homes, as the case may be, which front a required buffer. Buffer standard shall not apply in adjacent areas where existing wetlands, existing lakes or proposed lakes are present within the buffer areas.

The Planned Development Plan encourages environmental preservation and sustainable development through the provision of substantial perimeter buffers, natural areas, wetland conservation easements, open space, the incorporation of elements of Impact Development ("LID") stormwater strategies, as developed by the UF/IFAS, Center for Landscape Conservation and Ecology, and use of Florida-Friendly Landscaping. The proposed buffers will add Florida-Friendly vegetation where needed to screen adjoining residential properties. The Planned Development Plan depicts a minimum fifty (50) foot perimeter buffer along the east, north and south sides of the development, and a combination of existing natural areas, wetlands and stormwater ponds along Lake Winnemissett Drive on the west, to preserve the existing scenic roadway, A passive park with walkway, to the extent approved by easement holders, is proposed through the existing power line and gas line easements through the center of the development. The proposed minimum twelve (12) foot wide paved walkway, if approved, will be connected to various locations throughout the development as depicted on the Planned Development Plan. Existing trees and native vegetation within the power and gas line easement areas will be retained to the extent practical and may be enhanced with Florida-Friendly plantings, as approved by the easement holders. Maintenance, as approved by the easement holders of the passive park, walkway, existing vegetation and any easement holder approved landscape enhancements shall be the responsibility of the POA. The Planned Development Plan shall meet the minimum environmental standards of the Land Development Regulations Ordinance No. 2013-11, as amended.

Landscaping. The Developer shall incorporate Florida-Friendly planting principles as part of any tree replacement required for development of the Property and shall plant Florida-Friendly replacement and mitigation trees between Lake Winnemissett Drive and the lakeshore. Temporary irrigation may be installed in the area between Lake Winnemissett Drive and the lakeshore in order to ensure the successful establishment of replacement trees planted in that area.

Tree Survey. As part of any Preliminary or Final plat submittal, a tree survey shall be required. Both Historical and Specimen trees meeting the species and size requirement of Land Development Regulations Ordinance No. 2013-11, as amended, shall be located and shown on a survey. Historic trees located in the tree preservations areas shown on the Planned Development Plan will be preserved. Any historic tree not located in a tree preservation area is permitted to be removed and will be replaced at the required percentage provided for in Section 33-57.05(d) of the Land Development Regulations. Trees located within wetlands (including wetland buffers) are not required to be located or counted. Other trees, excluding those identified in City code as "nuisance trees", having a diameter of 6" or larger may be grouped into defined areas on the tree survey and an average number of trees determined based on an actual count of trees inside a smaller sub-area within the larger defined area. Unless otherwise stated herein, tree removal and replacement shall be done at the ratios identified in City Code Section 33-57, as amended. Trees planted within approved on-site private road rights-of-way may count towards required lot trees. Trees within any proposed lot, amenity site or open space parcel shall be exempt from City Code Section 33-57.07(b)5. The Developer shall not be responsible for the replacement of those currently existing trees within utility easements which are later removed by the utility provider or required to be removed as part of this development. The area within the existing power and gas line utility easements shall be exempt from City Code Section 33-57.07(a)2. Land area located below normal water line of Lake Winnemissett shall be exempt from all requirements of City Code Section 33-57. Trees may be planted within the existing on-site wetlands or Lake Winnemissett shoreline to meet the requirements of City Code section 33-57.07(a)1 provided said trees shall be wetland-friendly native species and compliant with SJRWMD permits and standards. Where proposed wet detention lakes are located within PD Buffer areas, the Developer shall plant littoral zones along the shoreline adjacent to the PD boundary or adjacent to the existing wetland areas within the Planned Development. Littoral zones shall be a minimum of ten (10) square feet per linear foot of shoreline located within a buffer adjacent to any property line. Littoral zones shall extend a minimum of 2.5 vertical feet below control water line and include an upland transitional planting zone 2.5 vertical feet above the control water line. Littoral plantings including upland transition zones shall be wetland-friendly and native species. Any existing trees transplanted on-site shall be credited at twice its DBH inches towards the overall project tree replacement requirements. Transplanted trees shall be monitored for a period of three (3) years to determine survivability. Any transplanted tree that does not survive shall be mitigated for at the ratios identified in City Code Section 33-57, as amended. Non-specimen and specimen trees may be relocated or removed from proposed individual single family lots provided they are replaced in accordance with this Agreement. Historic tree removal and replacement shall be conducted as required by Section 33-57.05(d). Portions of Tree Protection Areas may be less than 30 feet in width when connected to larger Tree Protection Areas. Any amendments to an approved Tree Removal and Replacement Plan to accommodate actual project site conditions may be processed administratively by the City Forester. All existing and new trees planted within project open space tracts, common area tracts, littoral zone areas, parks and private rights-of-ways shall be the maintenance responsibility of the POA. The clearing of the proposed Lakefront Park shall be limited to preserve existing trees. No other portions of the lakeshore shall be cleared unless required to remove invasive species pursuant to and compliant with SJRWMD requirements or City permits and any areas where invasive species are removed will be replanted with Florida-Friendly trees, as approved by the City.

R. Building or Property Owners Association

2. Removal of Trees from Shore of Lake Winnemissett. Except for removal of trees as reasonably required in connection with the development of the improvements adjacent to the shore of Lake Winnemissett and except for removal of non-native or invasive species, removal of dead, dangerous, damaged or diseased trees and tree limbs, or except for normal and customary trimming of limbs no higher than six (6') feet above ground level in order to enhance the visibility of the Lake from the Property and except for normal and customary trimming of all limbs for safety or storm preparation purposes, except as the result of force majeure, the removal, destruction or damaging of trees within the area between Lake Winnemissett Drive and the shore of Lake Winnemissett shall not be permitted. The POA shall re-establish trees removed, destroyed or damaged in violation of this provision with trees of equivalent or like kind and condition as those removed, destroyed or damaged. Any invasive trees removed along the Lake Winnemissett shoreline will be replaced with Florida-Friendly trees to maintain the natural shoreline and tree canopy over Lake Winnemissett Drive.

LEGEND

AREA A — SAMPLE AREAS

TREE REMOVAL SAMPLE AREA SITE INFORMATION

DESCRIPTION	SQ FT	ACRES
TOTAL PROJECT AREA	13,867,374	318.4
LAKE WINNEMISSETT	2,250,406	51.7
WETLAND AREA	518,490	11.9
UTILITY EASEMENT	925,197	21.2
ROW AREA (LAKE WINNEMISSETT BLVD)	159,118	3.7
TOTAL TREE REMOVAL SAMPLE AREAS REQUIRED (10%)	1,386,737	31.8

PROTECTED TREE SAMPLE AREAS A, B, C, D, AND E SUMMARY (EXCLUDED FROM AREA: SPECIMEN AND HISTORIC TREES)

	TOTAL TREES	TOTAL INCHES (DBH)	TOTAL REPLACEMENT (1/3RD TOTAL DBH OF REMOVED TREES) & LAUREL OAKS IN DETERIORATED CONDITION	TOTAL AREA (SQUARE FEET)	TOTAL AREA (ACRES)	AVERAGE REPLACEMENT DBH PER ACRE	AVERAGE SAVED DBH PER ACRE
AREA A	680	9,107	2,439	693,889	15.93	153.1	571.7
AREA B	303	2,989	996	274,613	6.30	158.0	474.1
AREA C	144	2,033	583	174,097	4.00	146.0	508.7
AREA D	371	3,271	1,080	249,347	5.72	188.7	571.4
AREA E	614	5,582	1,846	250,002	5.74	321.6	972.6
TOTAL	**2,112**	**22,982**	**6,945**	**1,641,949**	**37.69**	**193.5**	**619.7**

TOTAL PROJECT SITE	13,867,374	318.35
10% OF TOTAL PROJECT SITE	1,386,737	31.84
11.8% SAMPLE TREE AREA	1,641,949	37.69

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GRAPHIC SCALE: 1" = 200'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

MINIMUM TREE COVERAGE AND SPECIMEN TREE PROTECTION REQUIREMENT NOTE:
In this phase there is a deficiency in the minimum tree coverage and specimen tree protection requirement. As the enhanced phases and future phase landscape plans are finalized, there will be additional inches/trees added to the plans to comply with the minimum coverage requirements. There will also be tree protection areas that will have smaller trees that will be added to the inches saved.

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www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
PERMIT OVERALL TREE SAMPLE AREA SUMMARY

PREPARED FOR: KH CW DELAND LLC

	DATE	DESCRIPTION
2	07/31/2023	REVISED CHART LABELS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: L-101
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

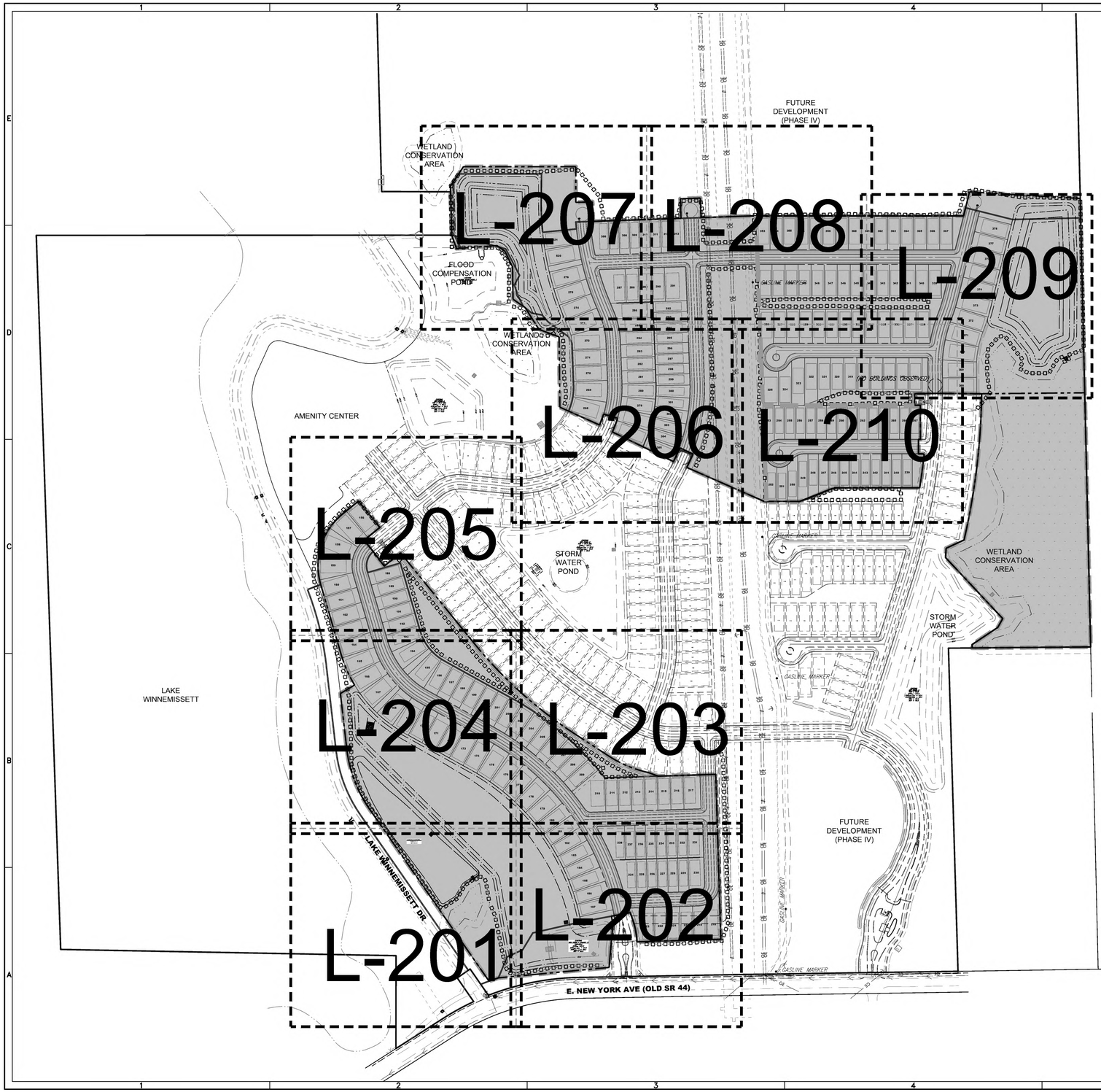
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DATE:
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L-101

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

OVERALL SPECIMEN & HISTORIC TREE REMOVAL PLAN COVER

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO: KGA-CD-1031
FILE: L-200
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

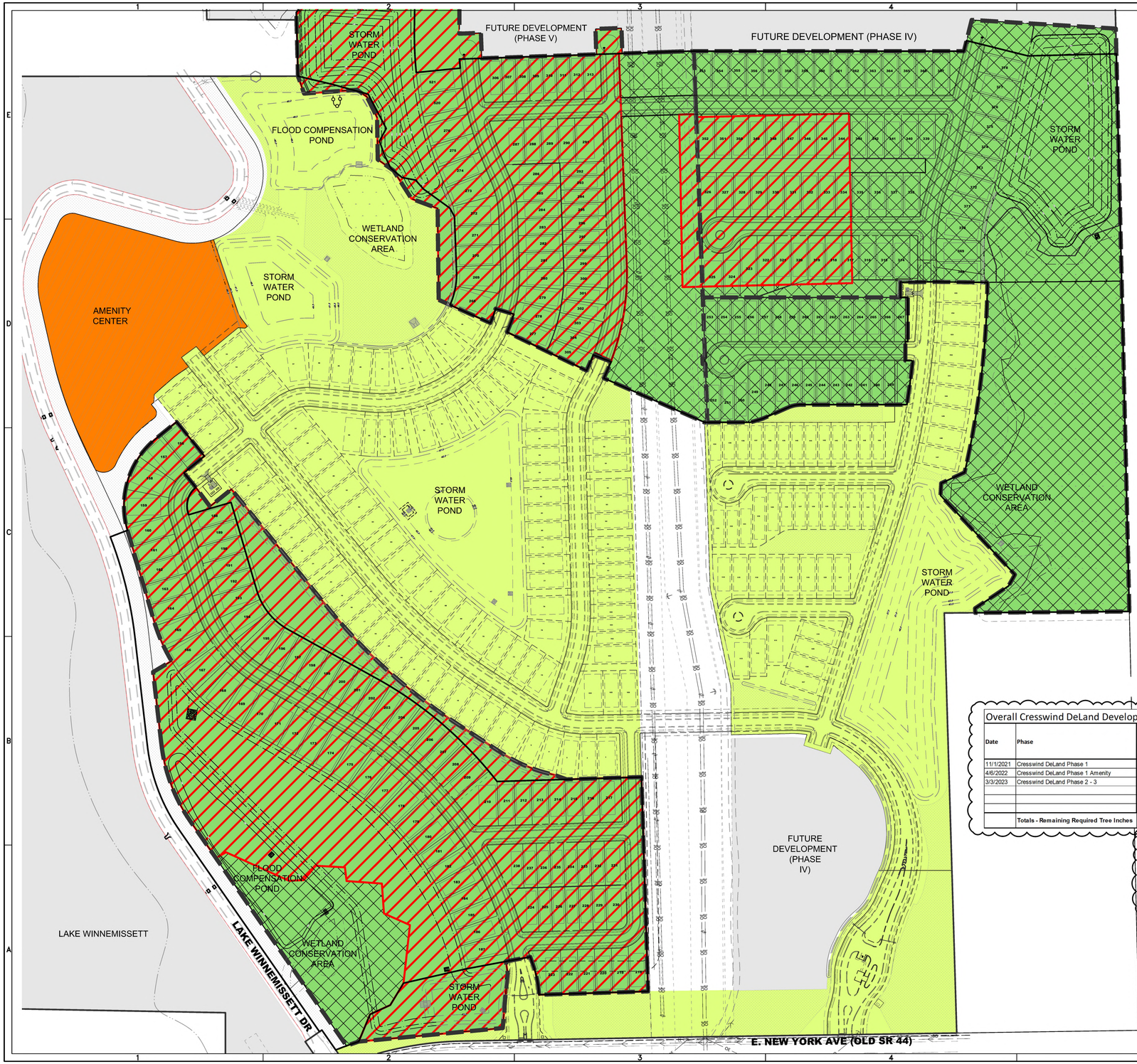
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L-200

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LEGEND

TREE REMOVAL & PRESERVATION CALCULATIONS

- PHASE 2 & 3 AREA
- PHASE 2 & 3 - Surveyed Area - Arborist Reviewed Specimen and Historic Trees
- PHASE 2 & 3 - Non-Surveyed Area Arborist Surveyed Specimen and Historic Trees (Applying Sample Area Average for Protected Tree Replacement)
- PHASE 1 AMENITY AREA -Approved
- PHASE 1 AREA - Approved
- SILT FENCE
- TREE BARRICADE
- PHASE LINE
- PROJECT BOUNDARY
- FUTURE DEVELOPMENT
- TREE PROTECTION AREA

OVERALL TOTAL FOR ALL TREES SAVED

#	Saved Trees	Total Trees Saved	Total DBH Surveyed
1	Non-Specimen Tree Saved Arborist Report	4	33
2	Specimen Tree Saved	6	101
3	Protected Tree Survey Saved	219	2,529
4	Protected Tree Non-Survey Saved	418	4,625
	Total DBH Saved	**647**	**7,288**

OVERALL TOTALS FOR ALL TREES REMOVED

#	Removed Trees	Total Trees Removed	Total DBH Surveyed	Total DBH Replacement Inches Required
1	Non-Specimen Tree Removal Arborist Report	12	81	27
2	Specimen Tree Removal from Arborist Report	60	741	371
3	Specimen Tree Removed	46	964	482
4	Protected Tree Survey Removal	2,139	26,453	8,818
5	Protected Tree Non-Survey Removal	1,271	0	4,391
	Total DBH Removed	**3,528**	**28,239**	**14,089**

TREE PROVIDED CHART

Trees Provided	Quantity	DBH	Total DBH
Lot Trees	635	2	1,270
Red Maple	11	2	22
Southern Red Cedar	21	2	42
Southern Magnolia	143	2	286
Live Oak	133	2	266
Live Oak	0	5	0
Bald Cypress	26	2	52
Eagleston Holly	29	2	58
Total	**998**		**1,996**

Overall Cresswind DeLand Developer Provided Tree Replacement Surety Account

Date	Phase	DBH Inches Required Per Code	DBH Inches Transplanted	DBH Inches Provided Permit Landscape Plan	33-57.14 Tree Protection DBH	Additional DBH Inches Field Review	Total DBH Tree Replacement Inches	Total DBH Replacement Inches Required
11/1/2021	Cresswind DeLand Phase 1	11,542	0	1,999	0	0	1,999	9,543
4/6/2022	Cresswind DeLand Phase 1 Amenity	559	0	578	0	0	578	-19
3/3/2023	Cresswind DeLand Phase 2 - 3	14,089	0	1,996	0	0	1,996	12,093
	Totals - Remaining Required Tree Inches	**26,190**	**0**	**4,573**	**0**	**0**	**4,573**	**21,617**

TREE REPLACEMENT SURETY ACCOUNT NOTE:
Surety Bond amount will be provided to City and will be updated for each future phase of construction. Based on the 21,617 cumulative amount of replacement inches noted above, the total Tree Replacement Fund amount is $1,621,275 ($75/inch). A payment in the amount of $750,000 ($375,000 cash and $375,000 bond) was previously made to the City in Phase 1. An amount of ½ the balance of the remaining $871,275, equaling $435,637.50, will be provided to the City prior to the start of construction of Phases 2 & 3. The payment can be in the form of cash or bond, or a combination thereof.

MINIMUM TREE COVERAGE AND SPECIMEN TREE PROTECTION REQUIREMENT NOTE:
In this phase there is a deficiency in the minimum tree coverage and specimen tree protection requirement. As the enhanced phases and future phase landscape plans are finalized, there will be additional inches/trees added to the plans to comply with the minimum coverage requirements. There will also be tree protection areas that will have smaller trees that will be added to the inches saved.

TREE SAMPLING NOTE:
Tree sampling areas were established in the approved Phase 1. Please see sheet L-101 for these areas. The sample area replacement tree and DBH count were established in the approved Phase 1 plans. Please see approved Phase 1 plans for trees surveyed within these area. These areas did not include specimen and historic trees.

N

0 150 300

GRAPHIC SCALE: 1" = 150'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE EXHIBIT

PREPARED FOR: KH CW DELAND LLC

#	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	06/09/2023
2	REVISED CHART LABELS	07/31/2023

REVIEW SUBMITTAL 02/20/2023

PROJECT NO: KGA-CD-1031
FILE: L-200A
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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1 Non Specimen Tree Save From Arborist Report

TREE TAG #	# OF TREES	SURVEY DBH	TREE TYPE	CONDITION	Total
463	1	15	LONGLEAF_PINE	EXCELLENT	15
464	1	6	LONGLEAF_PINE	EXCELLENT	6
466	1	6	LONGLEAF_PINE	EXCELLENT	6
465	1	6	LONGLEAF_PINE	EXCELLENT	6
	4	33	Total DBH Saved		33

2 Specimen Tree Save

# OF TREES	SURVEY DBH	TREE TYPE	Total
2	12	Turkey Oak	12
1	18	Long Leaf Pine	18
1	21	Long Leaf Pine	21
1	22	Long Leaf Pine	22
1	28	Long Leaf Pine	28
6		Total DBH Saved	101

3 Protected Tree Save

# OF TREES	SURVEY DBH	TREE TYPE	Total
4	6	Cherry Laurel	24
16	6	Laurel Oak	96
1	6	Magnolia	6
5	6	Sand Pine	30
3	7	Cherry Laurel	21
13	7	Laurel Oak	91
2	7	Long Leaf Pine	14
8	7	Sand Pine	56
1	7	Turkey Oak	7
1	8	Cherry Laurel	8
13	8	Laurel Oak	104
7	8	Sand Pine	56
1	9	Cherry Laurel	9
6	9	Laurel Oak	54
7	9	Sand Pine	63
1	10	Cherry Laurel	10
9	10	Laurel Oak	90
2	10	Long Leaf Pine	20
5	10	Sand Pine	50
2	10	Palm	20
2	11	Cherry Laurel	22
6	11	Laurel Oak	66
1	11	Palm	11
	11	Scrub Oak	0
6	11	Sand Pine	66
1	11	Turkey Oak	11
1	12	Long Leaf Pine	12
14	12	Laurel Oak	168
9	12	Palm	108
4	12	Sand Pine	48
2	13	Cherry Laurel	26
7	13	Laurel Oak	91
1	13	Palm	13
3	13	Sand Pine	39
5	14	Long Leaf Pine	70
1	14	Palm	14
5	14	Sand Pine	70
2	15	Laurel Oak	30
1	15	Sand Pine	15
7	16	Laurel Oak	112
4	16	Palm	64
4	17	Laurel Oak	68
1	17	Sand Pine	17
1	17	Palm	17
2	18	Laurel Oak	36
3	18	Palm	54
2	18	Sand Pine	36
1	19	Laurel Oak	19
1	19	Sand Pine	19
2	20	Laurel Oak	40
2	22	Laurel Oak	44
1	23	Laurel Oak	23
4	24	Laurel Oak	96
1	24	Sand Pine	24
1	25	Laurel Oak	25
1	26	Laurel Oak	26
1	28	Laurel Oak	28
1	34	Laurel Oak	34
1	38	Laurel Oak	38
219		Total DBH Saved	2,529

4 Protected Tree Save Non-Surveyed Saved

Location	Acres	Tree Sample Replacement Trees Per 1 ac = 56 Trees	Tree Sample Replacement DBH Per 1 ac = 619.7 Replacement DBH	Total DBH
Non Surveyed Area	7.46	418	619.7	4,625

OVERALL TOTAL FOR ALL TREES SAVED

#	Saved Trees	Total Trees Saved	Total DBH Surveyed
1	Non-Specimen Tree Saved Arborist Report	4	33
2	Specimen Tree Saved	6	101
3	Protected Tree Survey Saved	219	2,529
4	Protected Tree Non-Survey Saved	418	4,625
	Total DBH Saved	647	7,288

1 Non Specimen Tree Removal From Arborist Report

TREE TAG #	# OF TREES	SURVEY DBH	TREE TYPE	CONDITION	REPLACEMENT DBH (1/3 SURVEY DBH)	Total
444	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
447	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
453	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
458	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
459	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
460	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
461	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
464	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
465	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
466	1	6	LONGLEAF_PINE	EXCELLENT	2.0	2.0
PH1	1	6	SAND_PINE	EXCELLENT	2.0	2.0
463	1	15	LONGLEAF_PINE	EXCELLENT	5.0	5.0
	12	81	Total DBH Removed			27

2 Specimen Tree Removal From Arborist Report

TREE TAG #	# OF TREES	SURVEY DBH	TREE TYPE	CONDITION	REPLACEMENT DBH (50% DBH)	Total
446	1	10	LIVE_OAK	EXCELLENT	5.0	5
468	1	10	LIVE_OAK	GOOD	5.0	5
480	1	10	LIVE_OAK	EXCELLENT	5.0	5
482	1	10	LIVE_OAK	EXCELLENT	5.0	5
486	1	10	LIVE_OAK	EXCELLENT	5.0	5
498	1	10	LIVE_OAK	EXCELLENT	5.0	5
499	1	10	LIVE_OAK	EXCELLENT	5.0	5
504	1	10	LIVE_OAK	EXCELLENT	5.0	5
505	1	10	LIVE_OAK	EXCELLENT	5.0	5
506	1	10	LIVE_OAK	EXCELLENT	5.0	5
507	1	10	LIVE_OAK	EXCELLENT	5.0	5
525	1	10	LIVE_OAK	EXCELLENT	5.0	5
866	1	10	LIVE_OAK	POOR	5.0	5
867	1	10	LIVE_OAK	HAZARDOUS	5.0	5
469	1	11	LIVE_OAK	EXCELLENT	5.5	6
470	1	11	LIVE_OAK	EXCELLENT	5.5	6
471	1	11	LIVE_OAK	POOR	5.5	6
483	1	11	LIVE_OAK	GOOD	5.5	6
485	1	11	LIVE_OAK	EXCELLENT	5.5	6
487	1	11	LIVE_OAK	EXCELLENT	5.5	6
492	1	11	LIVE_OAK	EXCELLENT	5.5	6
495	1	11	LIVE_OAK	EXCELLENT	5.5	6
496	1	11	LIVE_OAK	EXCELLENT	5.5	6
524	1	11	LIVE_OAK	EXCELLENT	5.5	6
526	1	11	LIVE_OAK	EXCELLENT	5.5	6
443	1	12	LIVE_OAK	EXCELLENT	6.0	6
448	1	12	LIVE_OAK	EXCELLENT	6.0	6
455	1	12	LIVE_OAK	EXCELLENT	6.0	6
467	1	12	LIVE_OAK	EXCELLENT	6.0	6
475	1	12	LIVE_OAK	EXCELLENT	6.0	6
481	1	12	LIVE_OAK	EXCELLENT	6.0	6
484	1	12	LIVE_OAK	EXCELLENT	6.0	6
490	1	12	LIVE_OAK	EXCELLENT	6.0	6
491	1	12	LIVE_OAK	EXCELLENT	6.0	6
494	1	12	LIVE_OAK	EXCELLENT	6.0	6
497	1	12	LIVE_OAK	EXCELLENT	6.0	6
500	1	12	LIVE_OAK	EXCELLENT	6.0	6
501	1	12	LIVE_OAK	EXCELLENT	6.0	6
502	1	12	LIVE_OAK	EXCELLENT	6.0	6
450	1	13	LIVE_OAK	EXCELLENT	6.5	7
456	1	13	LIVE_OAK	EXCELLENT	6.5	7
474	1	13	LIVE_OAK	EXCELLENT	6.5	7
477	1	13	LIVE_OAK	EXCELLENT	6.5	7
503	1	13	LIVE_OAK	EXCELLENT	6.5	7
868	1	13	LIVE_OAK	HAZARDOUS	6.5	7
445	1	14	LIVE_OAK	EXCELLENT	7.0	7
462	1	14	LIVE_OAK	EXCELLENT	7.0	7
476	1	14	LIVE_OAK	EXCELLENT	7.0	7
488	1	14	LIVE_OAK	EXCELLENT	7.0	7
489	1	14	LIVE_OAK	EXCELLENT	7.0	7
454	1	15	LIVE_OAK	EXCELLENT	7.5	8
527	1	15	LIVE_OAK	EXCELLENT	7.5	8
PH1	1	15	LIVE_OAK	EXCELLENT	7.5	8
449	1	16	LIVE_OAK	EXCELLENT	8.0	8
493	1	16	LIVE_OAK	EXCELLENT	8.0	8
PH1	1	16	LIVE_OAK	EXCELLENT	8.0	8
452	1	17	LIVE_OAK	EXCELLENT	8.5	9
451	1	18	LIVE_OAK	EXCELLENT	9.0	9
457	1	18	LIVE_OAK	GOOD	9.0	9
869	1	18	LONGLEAF_PINE	EXCELLENT	9.0	9
	60	741	Total DBH Removed			371

3 Specimen Tree Removal

# OF TREES	SURVEY DBH	TOTAL DBH	TREE TYPE	REPLACEMENT DBH (50% DBH)	Total
1	12	12	Turkey Oak	6.0	6
1	16	16	Turkey Oak	8.0	8
1	17	17	Turkey Oak	8.5	9
11	18	198	Long Leaf Pine	9.0	99
4	19	76	Long Leaf Pine	9.5	38
5	20	100	Long Leaf Pine	10.0	50
3	21	63	Long Leaf Pine	10.5	32
8	22	176	Long Leaf Pine	11.0	88
1	23	23	Long Leaf Pine	11.5	12
5	24	120	Long Leaf Pine	12.0	60
2	25	50	Long Leaf Pine	12.5	25
1	26	26	Long Leaf Pine	13.0	13
1	27	27	Long Leaf Pine	13.5	14
1	29	29	Long Leaf Pine	14.5	15
1	31	31	Long Leaf Pine	15.5	16
46		964	Total DBH Removed		482

4 Protected Tree Removal

# OF TREES	SURVEY DBH	TOTAL DBH	TREE TYPE	REPLACEMENT DBH (1/3 SURVEY DBH)	Total
2	6	12	Cedar	2.0	4.0
23	6	138	Cherry Laurel	2.0	46.0
81	6	486	Laurel Oak	2.0	162.0
4	6	24	Long Leaf Pine	2.0	8.0
1	6	6	Magnolia	2.0	2.0
76	6	456	Sand Pine	2.0	152.0
3	6	18	Scrub Oak	2.0	6.0
23	6	138	Turkey Oak	2.0	46.0
2	7	14	Cedar	2.3	4.7
23	7	161	Cherry Laurel	2.3	53.7
71	7	497	Laurel Oak	2.3	165.7
6	7	42	Long Leaf Pine	2.3	14.0
63	7	441	Sand Pine	2.3	147.0
12	7	84	Turkey Oak	2.3	28.0
12	7	84	Cherry Laurel	2.3	28.0
29	8	232	Cherry Laurel	2.7	77.3
54	8	432	Laurel Oak	2.7	144.0
7	8	56	Long Leaf Pine	2.7	18.7
2	8	16	Palm	2.7	5.3
48	8	384	Sand Pine	2.7	128.0
11	8	88	Turkey Oak	2.7	29.3
33	9	297	Cherry Laurel	3.0	99.0
53	9	477	Laurel Oak	3.0	159.0
12	9	108	Long Leaf Pine	3.0	36.0
53	9	477	Sand Pine	3.0	159.0
1	9	9	Scrub Oak	3.0	3.0
6	9	54	Turkey Oak	3.0	18.0
26	10	260	Cherry Laurel	3.3	86.7
146	10	1460	Laurel Oak	3.3	486.7
14	10	140	Long Leaf Pine	3.3	46.7
5	10	50	Palm	3.3	16.7
44	10	440	Sand Pine	3.3	146.7
2	10	20	Scrub Oak	3.3	6.7
4	10	40	Turkey Oak	3.3	13.3
1	11	11	Cedar	3.7	3.7
23	11	253	Cherry Laurel	3.7	84.3
82	11	902	Laurel Oak	3.7	300.7
7	11	77	Long Leaf Pine	3.7	25.7
2	11	22	Palm	3.7	7.3
35	11	385	Sand Pine	3.7	128.3
1	11	11	Scrub Oak	3.7	3.7
3	11	33	Turkey Oak	3.7	11.0
23	12	276	Cherry Laurel	4.0	92.0
131	12	1572	Laurel Oak	4.0	524.0
22	12	264	Long Leaf Pine	4.0	88.0
14	12	168	Palm	4.0	56.0
35	12	420	Sand Pine	4.0	140.0
8	13	104	Cherry Laurel	4.3	34.7
84	13	1092	Laurel Oak	4.3	364.0
10	13	130	Long Leaf Pine	4.3	43.3
8	13	104	Palm	4.3	34.7
24	13	312	Sand Pine	4.3	104.0
7	14	98	Cherry Laurel	4.7	32.7
55	14	770	Laurel Oak	4.7	256.7
15	14	210	Long Leaf Pine	4.7	70.0
8	14	112	Palm	4.7	37.3
8	14	112	Sand Pine	4.7	37.3
4	15	60	Cherry Laurel	5.0	20.0
74	15	1110	Laurel Oak	5.0	370.0
10	15	150	Long Leaf Pine	5.0	50.0
12	15	180	Palm	5.0	60.0
8	15	120	Sand Pine	5.0	40.0
4	16	64	Cherry Laurel	5.3	21.3
59	16	944	Laurel Oak	5.3	314.7
8	16	128	Long Leaf Pine	5.3	42.7
1	16	16	Magnolia	5.3	5.3

Protected Tree Removal Continued

# OF TREES	SURVEY DBH	TOTAL DBH	TREE TYPE	REPLACEMENT DBH (1/3 SURVEY DBH)	Total
3	16	48	Palm	5.3	16.0
11	16	176	Sand Pine	5.3	58.7
1	17	17	Cherry Laurel	5.7	5.7
48	17	816	Laurel Oak	5.7	272.0
8	17	136	Long Leaf Pine	5.7	45.3
4	17	68	Palm	5.7	22.7
3	17	51	Sand Pine	5.7	17.0
38	18	684	Laurel Oak	6.0	228.0
12	18	216	Palm	6.0	72.0
9	18	162	Sand Pine	6.0	54.0
27	19	513	Laurel Oak	6.3	171.0
3	19	57	Palm	6.3	19.0
2	19	38	Sand Pine	6.3	12.7
39	20	780	Laurel Oak	6.7	260.0
9	20	180	Palm	6.7	60.0
4	20	80	Sand Pine	6.7	26.7
16	21	336	Laurel Oak	7.0	112.0
1	21	21	Palm	7.0	7.0
2	21	42	Sand Pine	7.0	14.0
36	22	792	Laurel Oak	7.3	264.0
1	22	22	Palm	7.3	7.3
11	23	253	Laurel Oak	7.7	84.3
1	23	23	Sand Pine	7.7	7.7
1	24	24	Cherry Laurel	8.0	8.0
33	24	792	Laurel Oak	8.0	264.0
1	24	24	Palm	8.0	8.0
2	24	48	Sand Pine	8.0	16.0
14	25	350	Laurel Oak	8.3	116.7
1	25	25	Sand Pine	8.3	8.3
1	26	26	Cherry Laurel	8.7	8.7
12	26	312	Laurel Oak	8.7	104.0
7	27	189	Laurel Oak	9.0	63.0
9	28	252	Laurel Oak	9.3	84.0
4	29	116	Laurel Oak	9.7	38.7
9	30	270	Laurel Oak	10.0	90.0
2	31	62	Laurel Oak	10.3	20.7
1	32	32	Laurel Oak	10.7	10.7
1	33	33	Laurel Oak	11.0	11.0
2	34	68	Laurel Oak	11.3	22.7
1	35	35	Laurel Oak	11.7	11.7
3	36	108	Laurel Oak	12.0	36.0
1	37	37	Laurel Oak	12.3	12.3
2	38	76	Laurel Oak	12.7	25.3
2	40	80	Laurel Oak	13.3	26.7
1	42	42	Laurel Oak	14.0	14.0
2	45	90	Laurel Oak	15.0	30.0
2,139		26,453	Overall Total DBH Removed Surveyed		8,818

5 Protected Tree Non-Surveyed Removal

Location	Acres	Tree Sample Replacement Per 1 ac = 56 Trees	Tree Sample Replacement Per 1 ac = 193.5 Replacement DBH	Total DBH
Non Surveyed Area	22.69	1,271	193.5	4,391

OVERALL TOTALS FOR ALL TREES REMOVED

#	Removed Trees	Total Trees Removed	Total DBH Surveyed	Total DBH Replacement Inches Required
1	Non-Specimen Tree Removal Arborist Report	12	81	27
2	Specimen Tree Removal from Arborist Report	60	741	371
3	Specimen Tree Removed	46	964	482
4	Protected Tree Survey Removal	2,139	26,453	8,818
5	Protected Tree Non-Survey Removal	1,271	0	4,391
	Total DBH Removed	3,528	28,239	14,089

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
TREE REMOVAL & SAVE
CALCULATIONS

PREPARED FOR: KH CW DELAND LLC

	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: L-200B
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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SEE SHEET L-204

TREE TO BE REMOVED (TYP)

PLEASE SEE PHASE ONE APPROVED PLANS FOR ADDITIONAL TREES SAVED AND REMOVED WITHIN THIS AREA

NON-SURVEYED AREA
(SAMPLE AREA AVERAGE APPLIED TO THE PROTECTED TREE SAVED AND REMOVED CHARTS AND CALCULATIONS)

SEE SHEET L-202

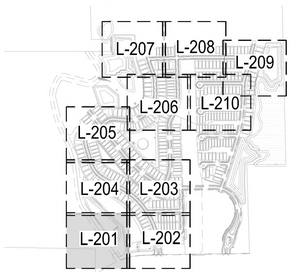
TREE TO BE REMOVED (TYP)

PLEASE SEE PHASE ONE APPROVED PLANS FOR ADDITIONAL TREES SAVED AND REMOVED WITHIN THIS AREA

LEGEND

- TREE TO BE SAVED
- TREE TO BE REMOVED
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SHEET KEY



ELEVATIONS BASED ON:
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

#	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO:	KGA-CD-1031
FILE:	L-201
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED
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L-201

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SEE SHEET L-203

SEE SHEET L-201

TREE TO BE REMOVED (TYP)

PHASE 1 LIMITS (TYP)

EXISTING DRY POND 1 (PHASE 1)
TOB=68.0
DHW_{100} =67.5
$DHW_{25YR-96HR}$ = 67.5
$DHW_{25YR-24HR}$ = 66.0
BOT = 63.0

50' PERIMETER LANDSCAPE BUFFER

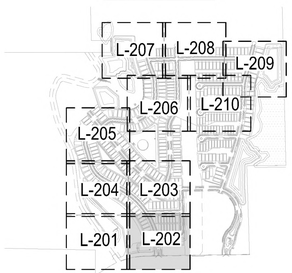
PLEASE SEE PHASE ONE APPROVED PLANS FOR ADDITIONAL TREES SAVED AND REMOVED WITHIN THIS AREA

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

-	DATE	DESCRIPTION
	02/20/2023	REVIEW SUBMITTAL
	06/09/2023	REVISED PER CITY COMMENTS

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

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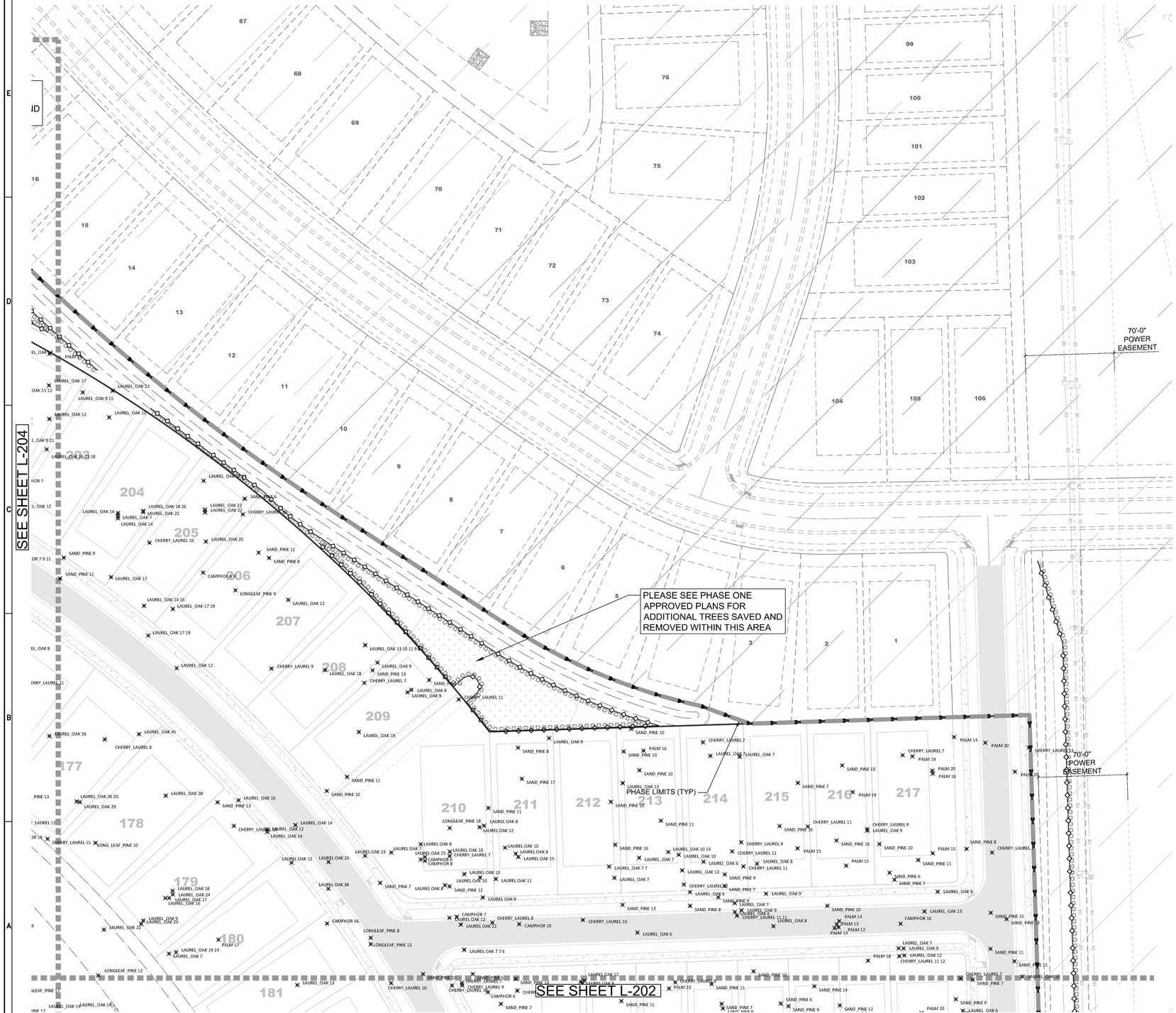
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L-202

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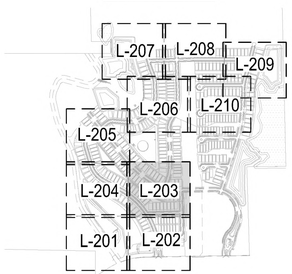
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

-	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
2	02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

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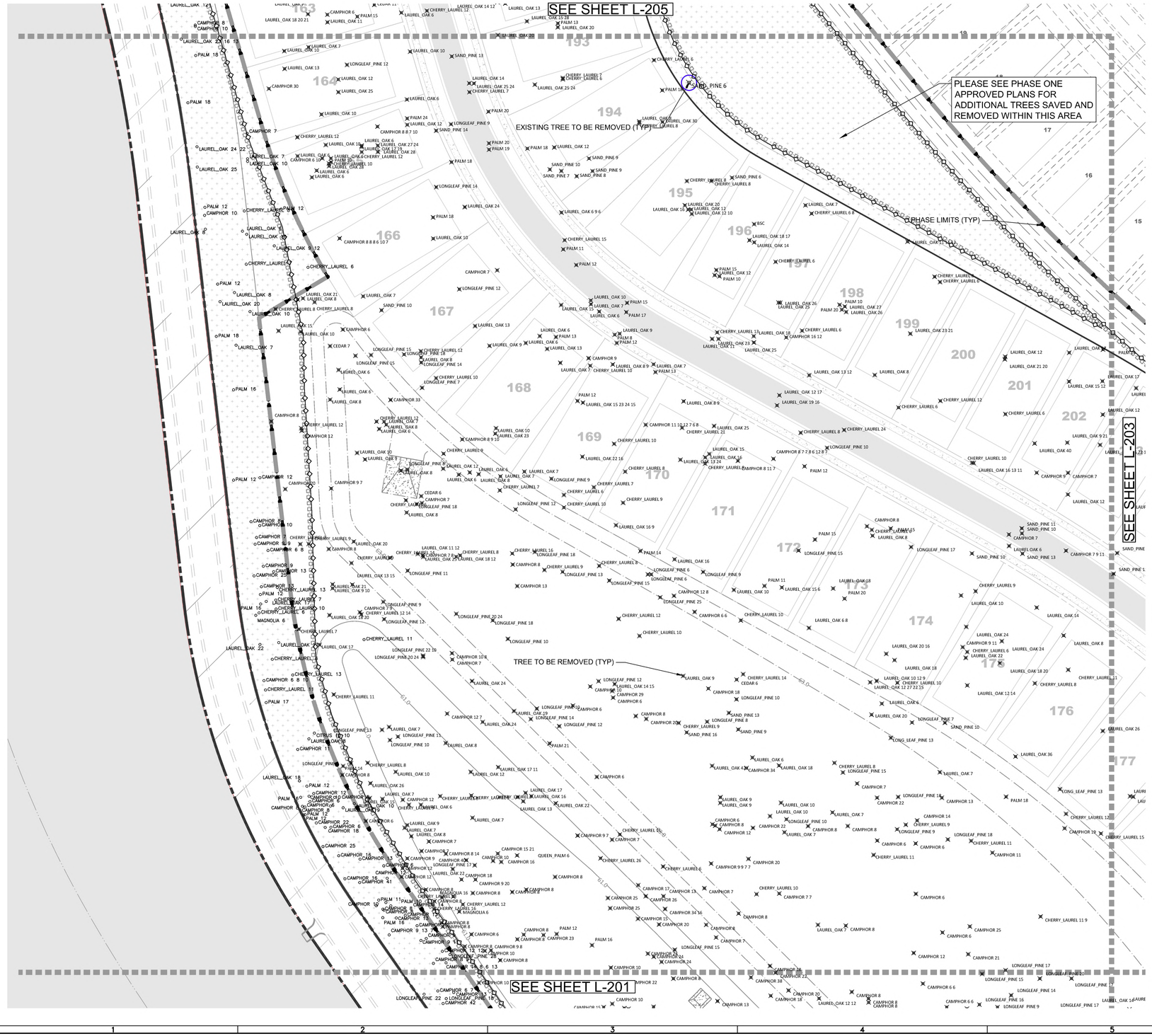
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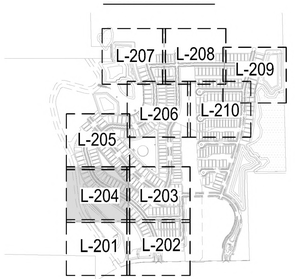
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LEGEND

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

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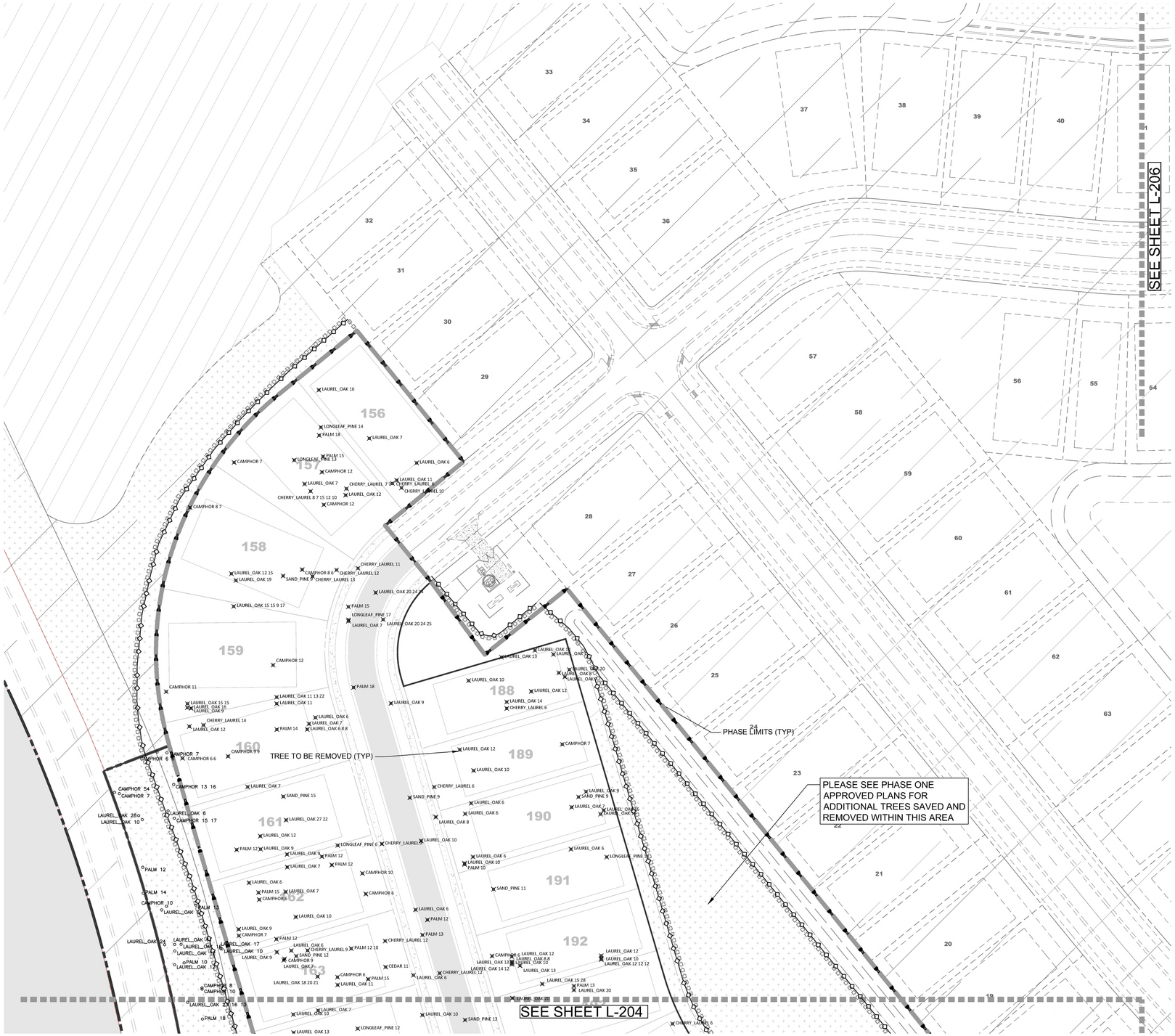
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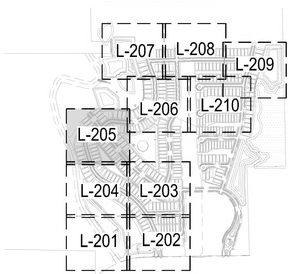
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LEGEND

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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

-	DATE	DESCRIPTION
1	02/20/2023	REVIEW SUBMITTAL
2	06/09/2023	REVISED PER CITY COMMENTS

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

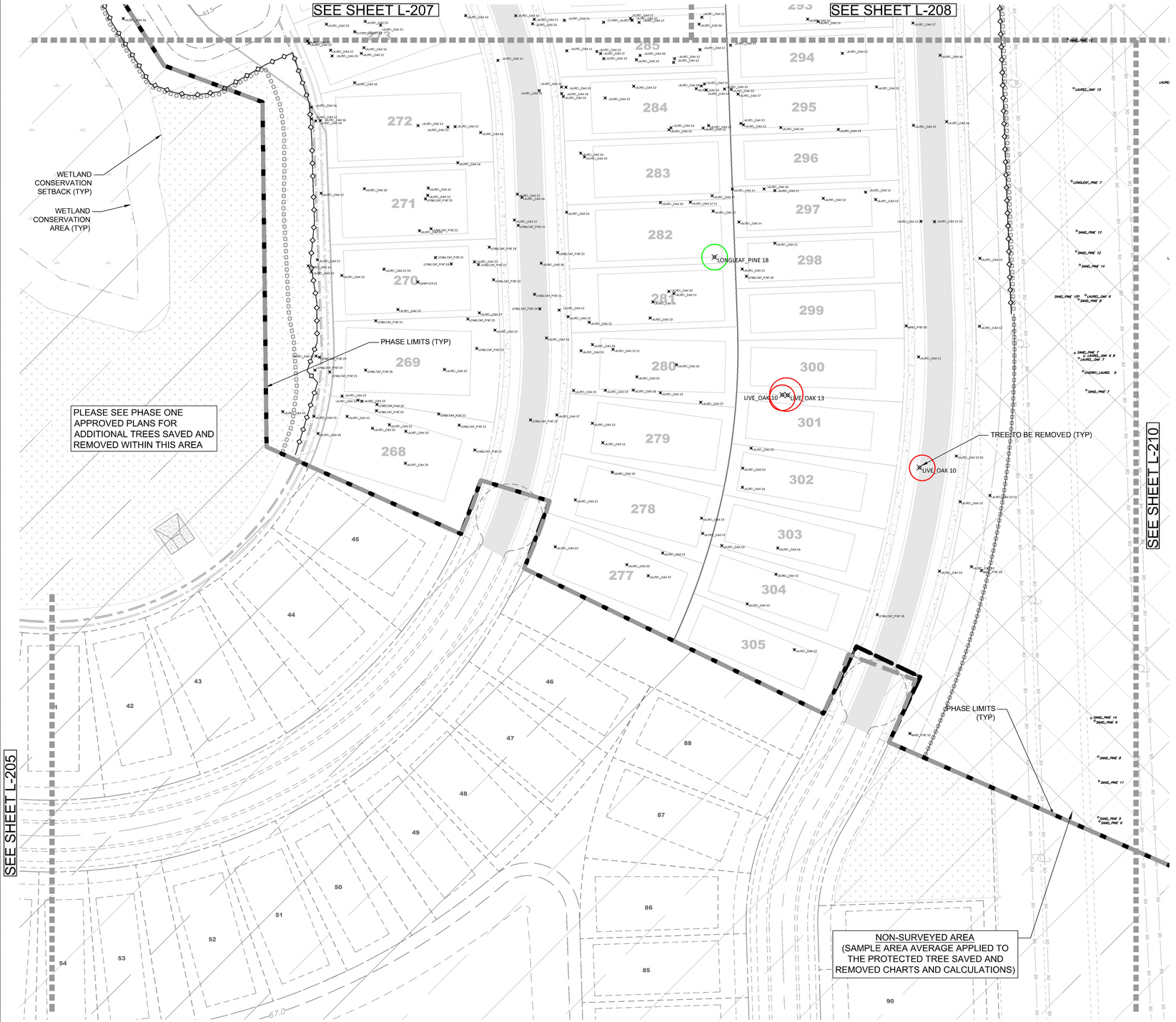
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L-205

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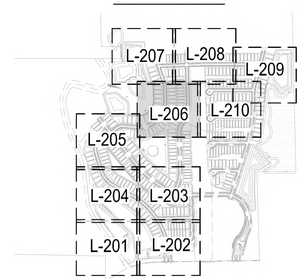
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LEGEND

- TREE TO BE SAVED (LIVE OAK 24)
- TREE TO BE REMOVED (LIVE OAK 24)
- SILT FENCE
- TREE BARRICADE
- PHASE LINE
- PROJECT BOUNDARY
- FUTURE DEVELOPMENT
- AMENITY AREA
- PHASE ONE AREA
- TREE PROTECTION AREA
- ARBORIST IDENTIFIED TREE GOOD OR EXCELLENT
- ARBORIST IDENTIFIED TREE
- ARBORIST IDENTIFIED TREE HAZARDOUS, POOR, OR FAIR

SHEET KEY



ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

N

0 40 80
GRAPHIC SCALE: 1" = 40'

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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVISED PER CITY COMMENTS	08/09/2023
REVIEW SUBMITTAL	02/20/2023
DESCRIPTION	DATE

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

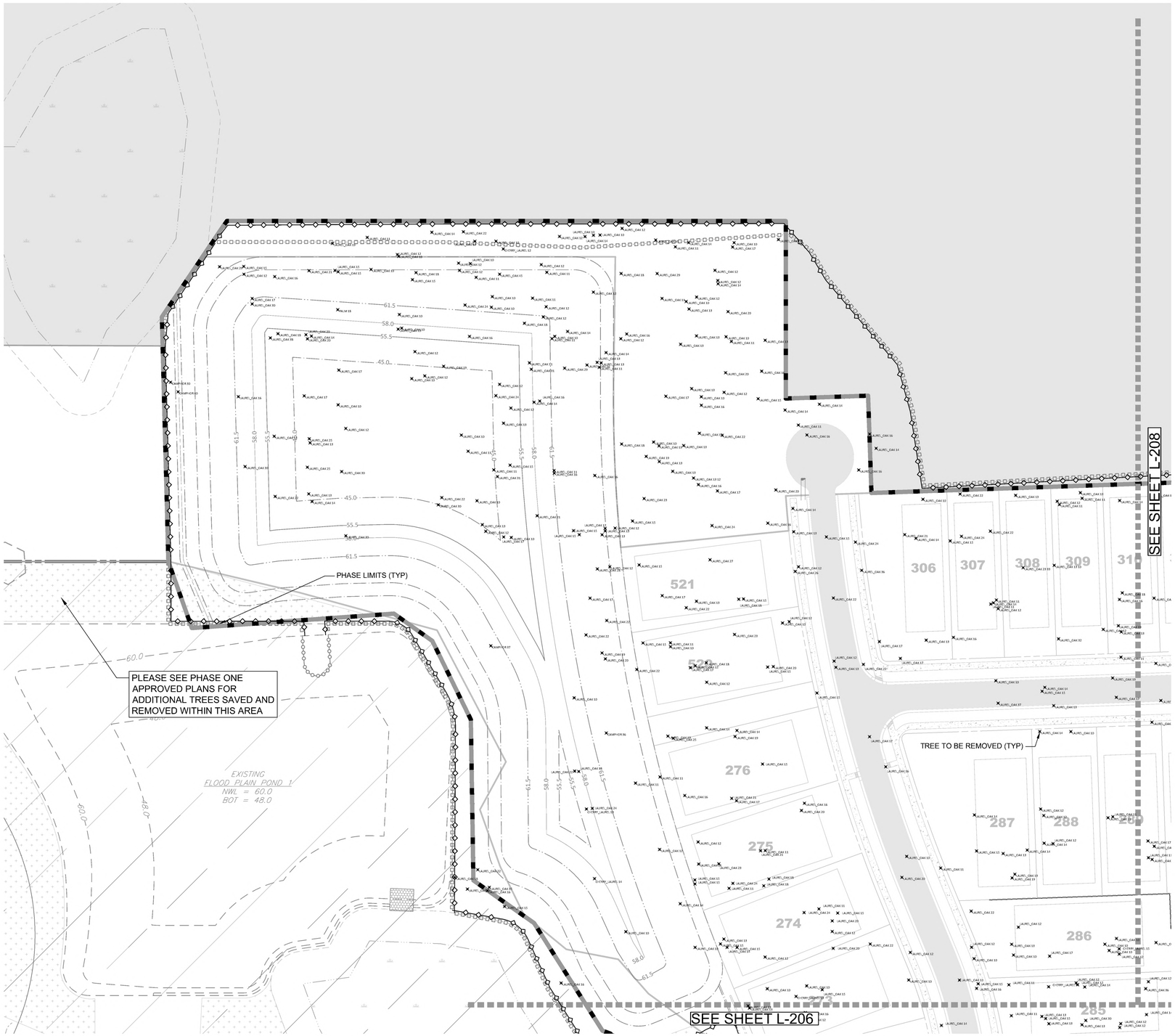
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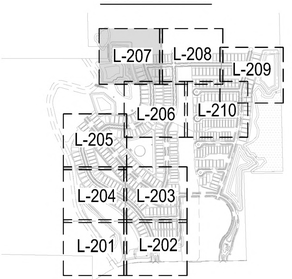
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LEGEND

- TREE TO BE SAVED (LIVE OAK 24)
- TREE TO BE REMOVED (LIVE OAK 24)
- SILT FENCE
- TREE BARRICADE
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SHEET KEY



ELEVATIONS BASED ON:
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CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

N

0 40 80
GRAPHIC SCALE: 1" = 40'

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

NO	DATE	DESCRIPTION
1	02/20/2023	REVIEW SUBMITTAL
	06/09/2023	REVISED PER CITY COMMENTS

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

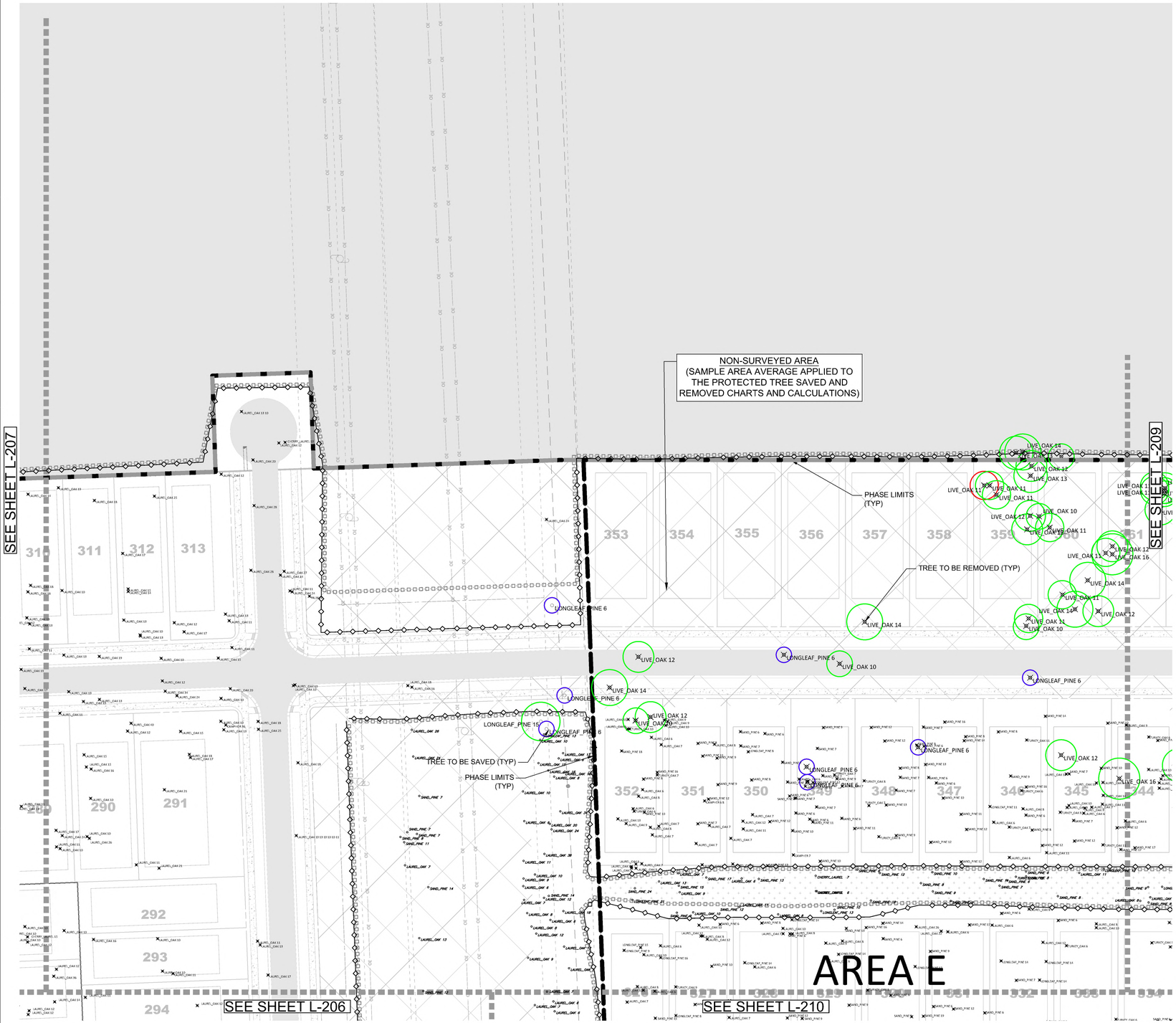
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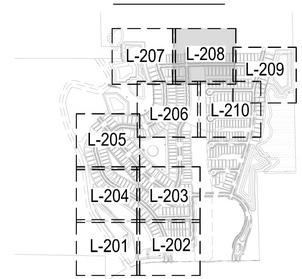
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LEGEND

- TREE TO BE SAVED (LIVE OAK 24)
- TREE TO BE REMOVED (LIVE OAK 24)
- SILT FENCE
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SHEET KEY



ELEVATIONS BASED ON:
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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	08/09/2023
	REVIEW SUBMITTAL	02/20/2023
	DESCRIPTION	DATE

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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L-208

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NON-SURVEYED AREA
(SAMPLE AREA AVERAGE APPLIED TO THE PROTECTED TREE SAVED AND REMOVED CHARTS AND CALCULATIONS)

PHASE LIMITS (TYP)

TREE TO BE REMOVED (TYP)

SEE SHEET L-208

SEE SHEET L-210

SEE SHEET L-210

WETLAND CONSERVATION SETBACK (TYP)

WETLAND CONSERVATION AREA (TYP)

25'-0"

LEGEND

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SHEET KEY

L-207 L-208 L-209
L-206 L-210
L-205
L-204 L-203
L-201 L-202

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

#	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	06/05/2023
	REVIEW SUBMITTAL	02/20/2023
	DESCRIPTION	DATE

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

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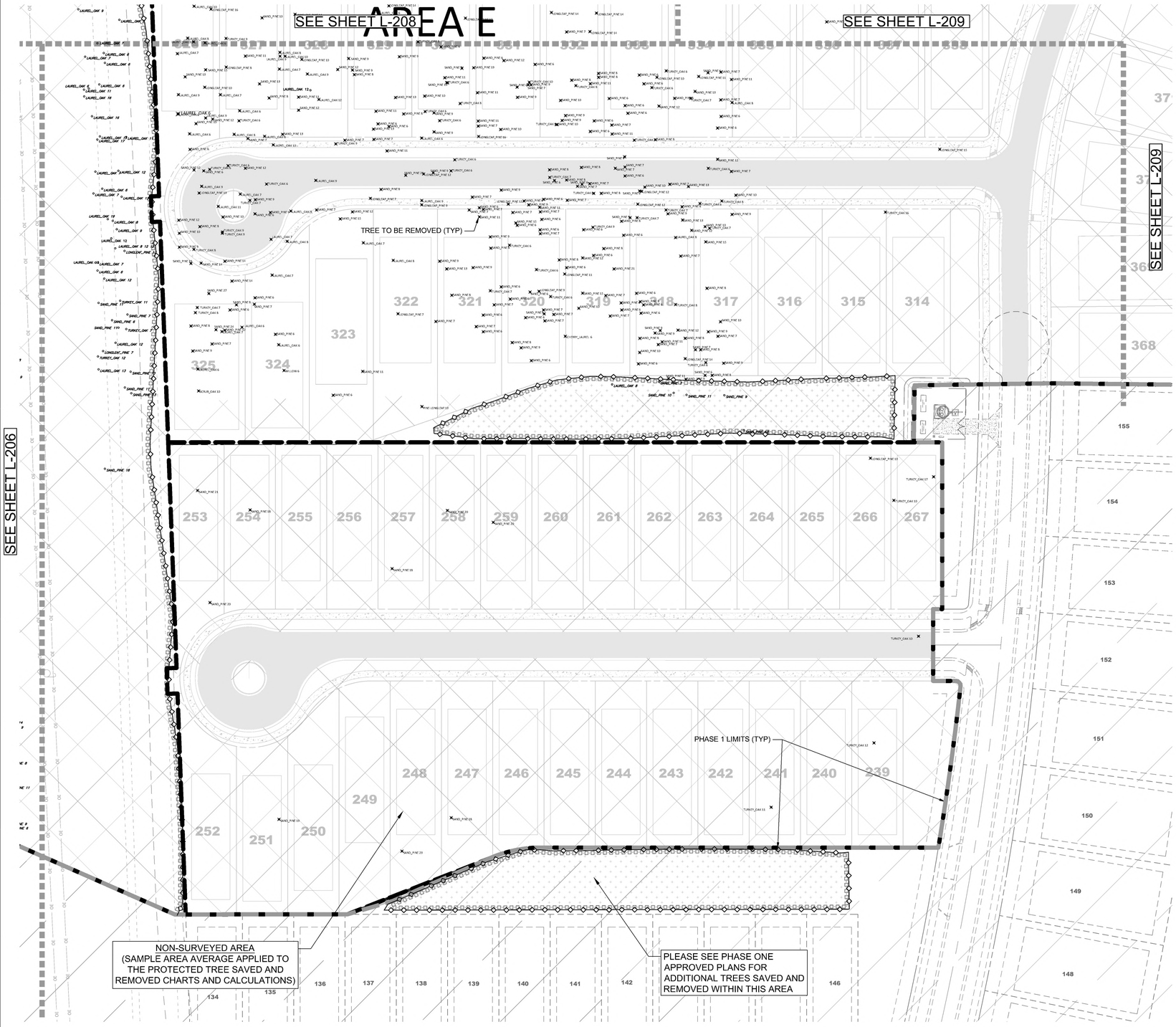
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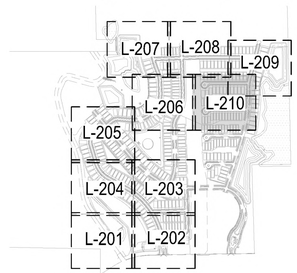
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SHEET KEY



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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

TREE REMOVAL & SAVE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: L-201
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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L-210

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LEGEND

LOT TREES FOR SINGLE & TWO FAMILY DWELLINGS

Code	Size of Lot (sq ft)	Min. Number of Trees
	0 - 3,750	1
	3,751-6,250	2
	6,251-8,750	3
	8,751-11,250	4
	11,251-13,750	5
	13,751-16,250	6
	16,251-18,750	7

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

LOT TREES			
Lot Size	Quantity of Lots	Required 2" DBH trees per lot	Total Trees Required/Provided
Lot Trees: 0-3,750	0	1	0
Lot Trees: 3,751-6,260	57	2	114
Lot Trees: 6,251-8,750	152	3	456
Lot Trees: 8,751-11,250	15	4	60
Lot Trees: 11,251-13,750	1	5	5
Lot Trees: 13,751-16,250	0	6	0
Lot Trees: 16,251-18,750	0	7	0
		Lot Trees Required	635

LOT NUMBER	SIZE OF LOT (sq ft)
N/A	0-3,750
225-229, 232-237, 239-247, 251-267, 292-305, & 307-312	3,751-6250
156, 160-209, 211-222, 224, 230-231, 248-250, 270-271, 274-285, 288-290, 306, 313-322, 324, 326-369, 371-378, & 520-521	6,251-8,750
157-159, 223, 238, 268, 272-273, 286-287, 291, 323, 325, & 370	8,751-11,250
210	11,251-13,750
N/A	13,751-16,250
N/A	16,251-18,750

LOT TREE REQUIREMENTS

- All lot trees shall be chosen from the List of Approved Tree Replacement Species Chart (See sheet L-480 for list)
- Lot trees shall consist of 75% Canopy Trees and 25% Palms or Understory Trees
- All lot trees shall be a minimum specification of 2" DBH, 45 Gallon and 8 FT Tall.

N

0 150 300

GRAPHIC SCALE: 1" = 150'

ELEVATIONS BASED ON:
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

LOT TREE REQUIREMENTS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
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PROJECT NO: KGA-CD-1031
FILE: L-400B
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

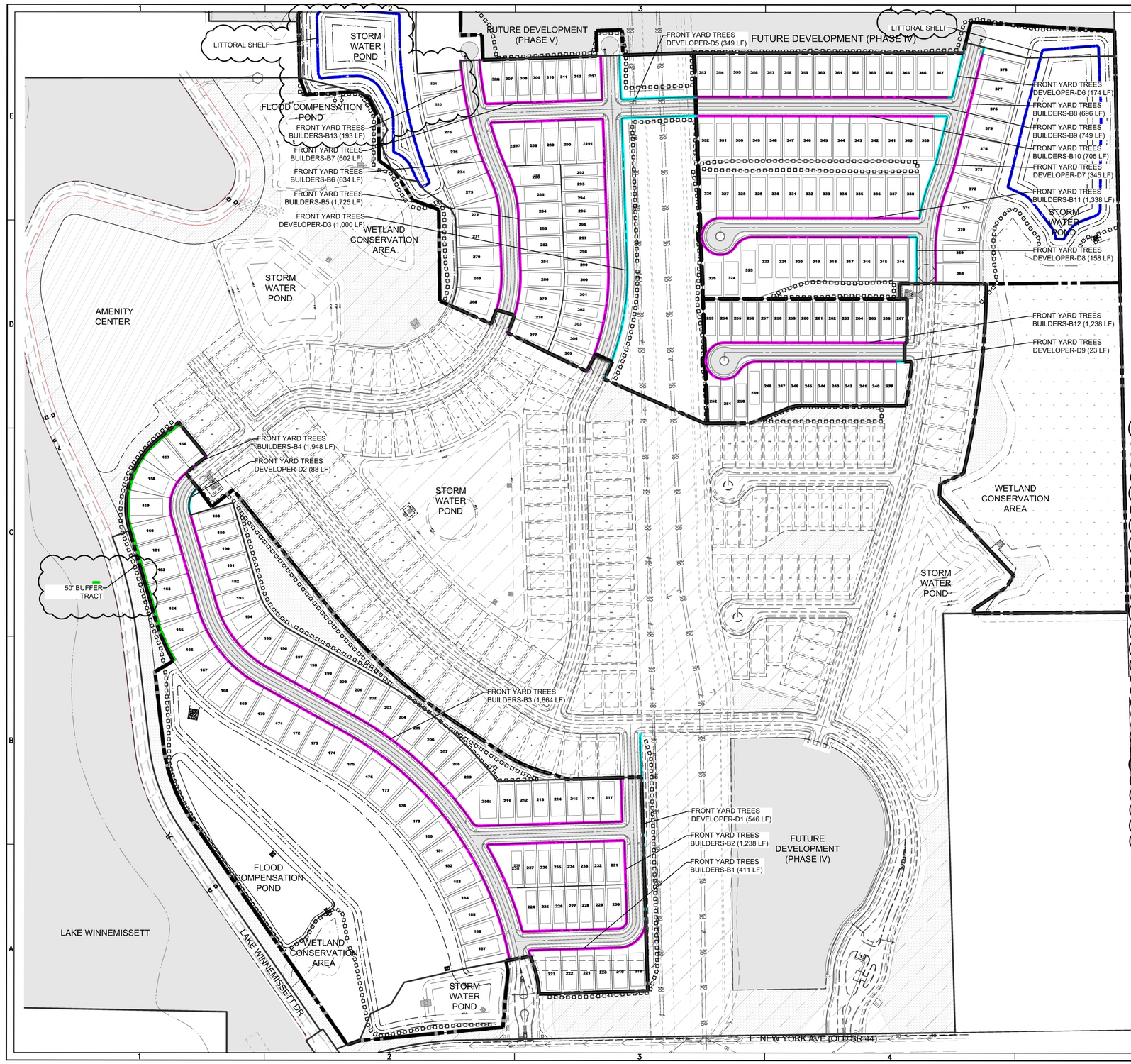
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L-400B

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LEGEND

UTILITY FACILITIES
- Utility Facilities 5-Wide Screening

50' BUFFER TRACT
- 50' Buffer Tract

FRONT YARD TREES
- Developer Front Yard Trees
- Builder Front Yard Trees

VEHICULAR USE AREAS, INTERIOR (VUA)
- Vehicular Use Areas

LITTORAL SHELF
- Littoral Shelf Area

- SILT FENCE
- TREE BARRICADE
- PHASE LINE
- PROJECT BOUNDARY
- FUTURE DEVELOPMENT
- FUTURE AMENITY
- PHASE ONE AREA
- TREE PROTECTION AREA

LAKE WINNEMISSETT REQUIRED TREES & SHRUBS - PHASE 2 & 3

SITE	DESCRIPTION	TOTAL LENGTH (LF)	TOTAL SHRUBS REQUIRED	TOTAL CANOPY TREES REQUIRED	DIAMETER OF CANOPY TREES REQUIRED (DBH)	TOTAL UNDERSTORY TREES REQUIRED	DIAMETER OF TREES UNDERSTORY REQUIRED (DBH)	TOTAL DIAMETER OF TREES REQUIRED (DBH)
LOT TREES	LOT TREES	N/A	N/A	635	2	0	0	1,270
UTILITY FACILITIES 5-WIDE SCREENING	SCREENING	0	0	N/A	N/A	N/A	N/A	0
50' BUFFER TRACT	SCREENING	N/A	N/A	N/A	N/A	N/A	N/A	0
FRONT YARD TREE (DEVELOPER)	STREET TREES	2,683	N/A	35	2	0	2	70
FRONT YARD TREE (BUILDER)	STREET TREES	13,341	N/A	177	2	0	2	354
VEHICULAR USE AREA	VUA	N/A	N/A	0	0	0	0	0
			TOTALS	0	847	0		1,694

LAKE WINNEMISSETT PROVIDED TREES & SHRUBS - PHASE 2 & 3

SITE	TOTAL OF SHRUBS PROVIDED	TOTAL CANOPY TREES PROVIDED	DIAMETER OF CANOPY TREES PROVIDED (DBH)	TOTAL UNDERSTORY TREES PROVIDED	DIAMETER OF TREES UNDERSTORY PROVIDED (DBH)	TOTAL DIAMETER OF TREES PROVIDED (DBH)
LOT TREES	N/A	635	2	0	2	1,270
UTILITY FACILITIES 5-WIDE SCREENING	0	0	0	0	0	0
50' BUFFER TRACT	EXISTING VEGITATION	EXISTING VEGITATION	2	EXISTING VEGITATION	2	EXISTING VEGITATION
FRONT YARD TREE (DEVELOPER)	N/A	42	2	29	2	142
FRONT YARD TREE (BUILDER)	N/A	321	2	0	2	642
VEHICULAR USE AREA	0	0	0	0	0	0
	0	998		29		2,054

*50% OF CANOPY TREES, UNDERSTORY TREES AND SHRUBS SHALL BE SELECTED FROM THE "LIST OF PERMITTED SHRUBS AND TREES FOR LANDSCAPING AND TREE PROTECTION" LIST CONTAINED IN ARTICLE VI, ADDENDUM A. *"NO MORE THAN 25% OF TREE COVERAGE TO CONSIST OF PALMS.

LOT TREE NOTE:
- Lot Trees are shown and calculated on sheet L-400B

LITTORAL SHELF AREA NOTE:
- All Littoral shelf areas must have a minimum ten (10) square feet per linear foot of shoreline.
- Littoral zones shall extend a minimum of 2.5 vertical feet below the control water line and include an upland transitional planting zone 2.5 vertical feet below control water line and include and upland transitional planting zone 2.5 vertical feet above the control water line.
- Littoral plantings including upland transition zones shall be wetland-friendly and native species.

N

0 150 300

GRAPHIC SCALE: 1" = 150'

ELEVATIONS BASED ON:
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

FRONT YARD & BUFFER TREE REQUIREMENTS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: L-400C
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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KEVEN J STEELE
DATE:
REGISTRATION NO.LA6667179

L-400C

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0 200 400
GRAPHIC SCALE: 1" = 200'

ELEVATIONS BASED ON:
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CONVERSION:
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Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

OVERALL PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: L-400
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

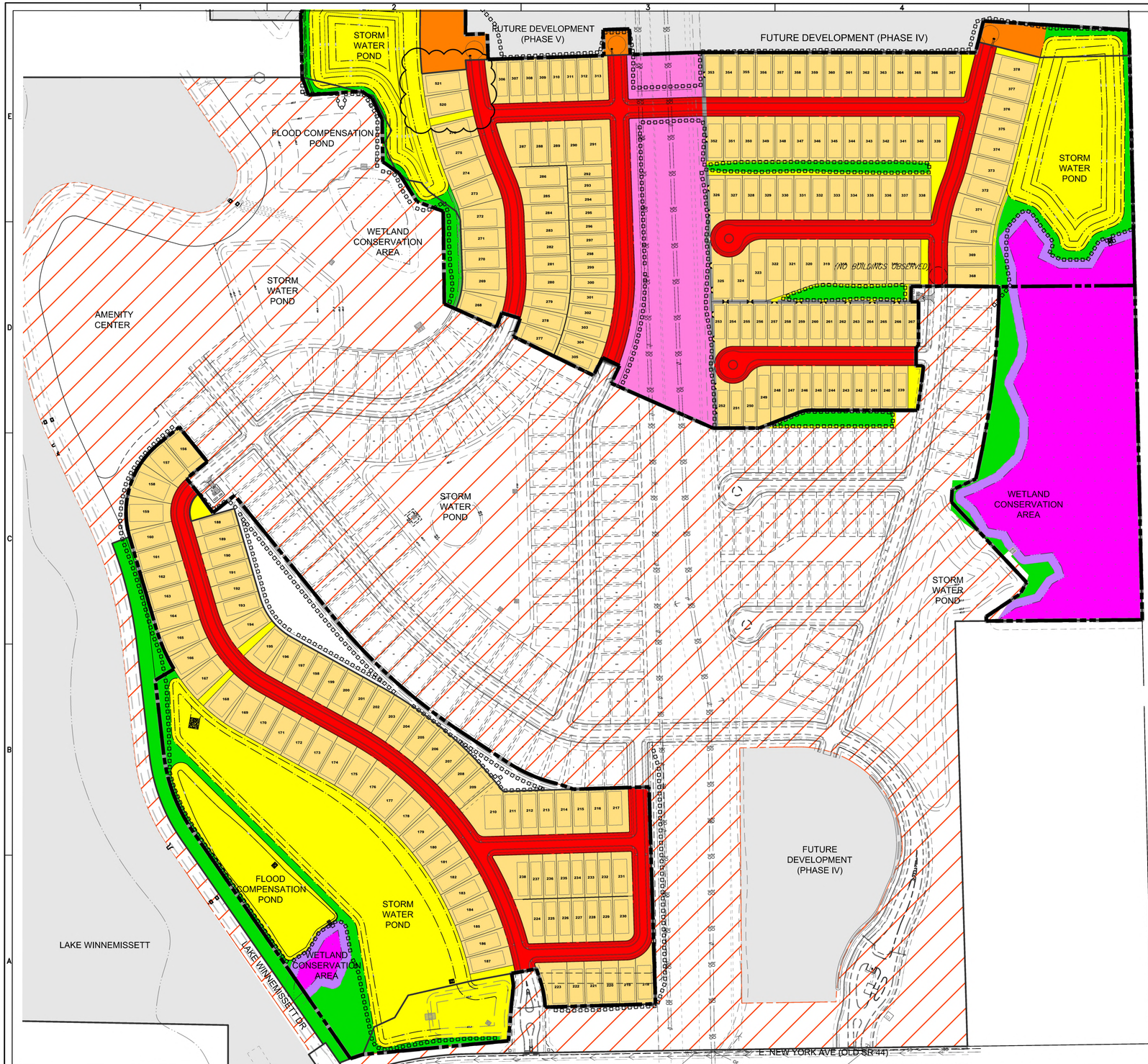
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L-400

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LEGEND

SITE DATA & OPEN SPACE CALCULATIONS

- Future Phases Development
- Lot Area
- Open Space Area
- Tree Protection Area
- ROW Area
- Utility Easement
- Net Wetland Conservation
- Future Development
- Approved Phase 1 Development

- SILT FENCE
- TREE BARRICADE
- PHASE LINE
- PROJECT BOUNDARY

PHASE 2-3 PLAT BOUNDARY SITE DATA AND OPEN SPACE CALCULATIONS

Description	Acreage	Percentage
Future Development	1.33	1.5%
Lot Area	35.36	40.4%
Open Space Area	1.38	1.6%
Stormwater Ponds	16.01	18.3%
Tree Protection Area	7.37	8.4%
Row Area	10.45	12.0%
Utility Easement	5.23	6.0%
Wetland Setback Area	1.44	1.6%
Wetland Area	8.87	10.1%
Phase 2-3 Parcel Area	87.44	100.0%

NOTE:

- See sheet L-100 for Overall Site Data and Open space Calculations Chart
- The plat boundary and open space boundary differ slightly as the plat does not incorporate some of the fringe open space areas around Phases 2 & 3 that are included in the open space calculations.

N

0 150 300

GRAPHIC SCALE: 1" = 150'

ELEVATIONS BASED ON:
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CRESWIND DELAND
PHASE 2A, 2B, 3A & 3B
SITE DATA & OPEN SPACE CALCULATIONS

PREPARED FOR: KH CW DELAND LLC

	DATE	DESCRIPTION
2	07/31/2023	ADDED NOTE ABOUT PARCEL ACREAGE
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	L-400A
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED
LANDSCAPE ARCHITECT

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2023-02-07 07:04

PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
- PLANT SUBSTITUTIONS WILL NEED TO BE APPROVED BY CITY FORESTER
- PROVIDE FINAL AS-BUILTS TO CITY PRIOR TO LANDSCAPE INSPECTION

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



ELEVATIONS BASED ON:
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N

0 40 80
GRAPHIC SCALE: 1" = 40'

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

-	06/09/2023	REVISED PER CITY COMMENTS
-	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: L-401
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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L-401

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SEE SHEET L-403

SEE SHEET L-401

FRONT YARD TREE-B4
Per City of DeLand Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,948 LN FT / 75' 25 CANOPY TREES REQUIRED

FRONT YARD TREE-B2
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,238 LN FT / 75' 16 CANOPY TREES REQUIRED

FRONT YARD TREE (DEVELOPER)-D1
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

546 LN FT / 75' 7 CANOPY TREES REQUIRED

FRONT YARD TREE- B1
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

411 LN FT / 75' 5 CANOPY TREES REQUIRED

181 182 183 184 185 186 187 238 237 236 235 234 233 232 231 230 224 225 223 222 221 220 219 218

MG3 11
MG3 7
QV3 5
QV3 5
AR3 1
JS3 3
IE3 4

70'-0" POWER EASEMENT

DRY STORM WATER POND #1 SEE CIVIL DRAWINGS

APPROVED DEVELOPMENT (PHASE I)

FUTURE DEVELOPMENT (PHASE II)

PHASE 2-3 LIMITS (TYP)

TREE PROTECTION AREA

TREE PROTECTION AREA

TREE PROTECTION AREA

50' PERIMETER LANDSCAPE BUFFER

PROJECT BOUNDARY

E. NEW YORK AVE (OLD SR 44)

2023-02-07 07:04

PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
- PLANT SUBSTITUTIONS WILL NEED TO BE APPROVED BY CITY FORESTER
- PROVIDE FINAL AS-BUILTS TO CITY PRIOR TO LANDSCAPE INSPECTION

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



ELEVATIONS BASED ON:
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CONVERSION:
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0 40 80
GRAPHIC SCALE: 1" = 40'

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CRESWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	06/09/2023
	REVIEW SUBMITTAL	02/20/2023
	DESCRIPTION	DATE

PROJECT NO:	KGA-CD-1031
FILE:	L-401
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

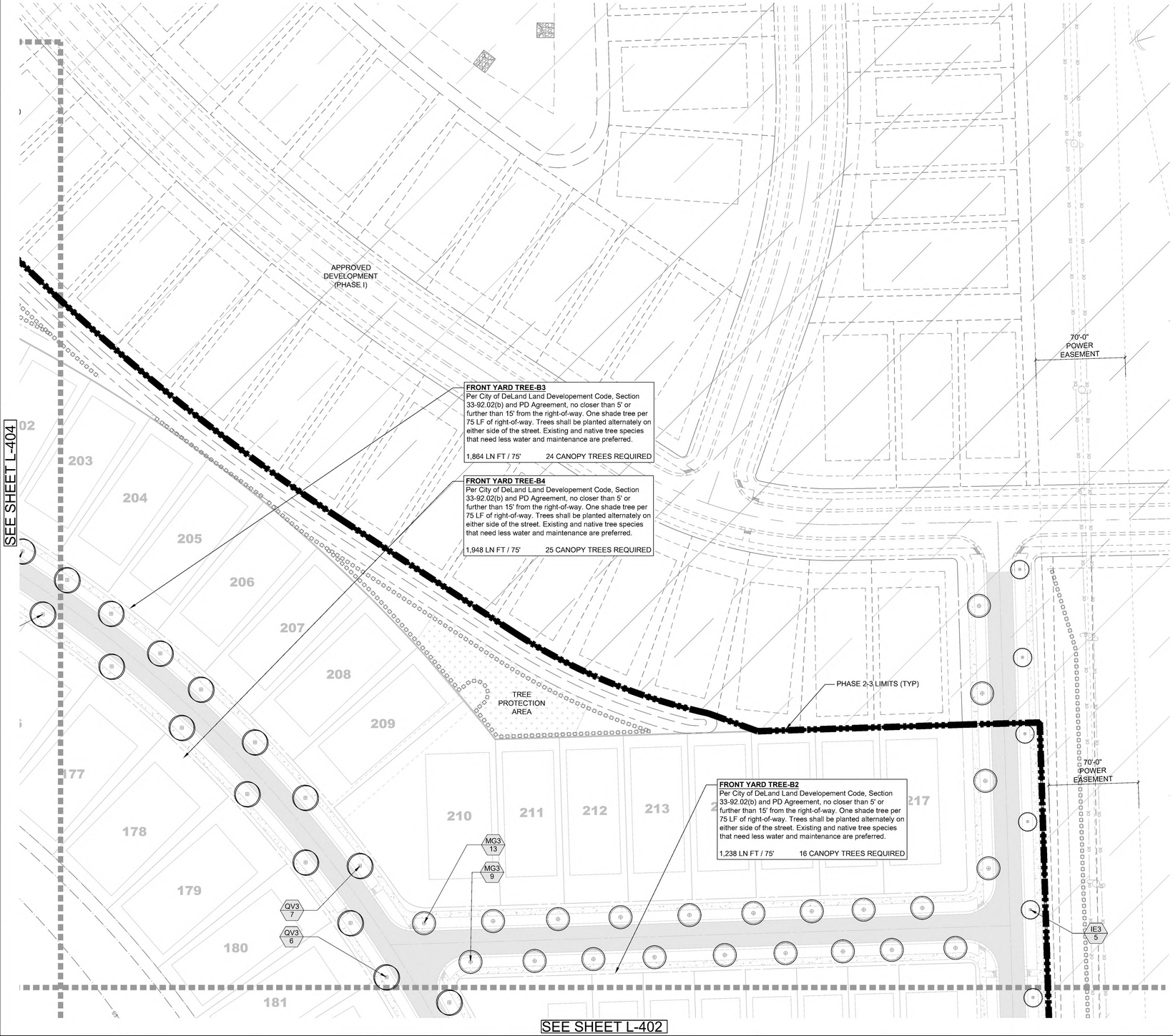
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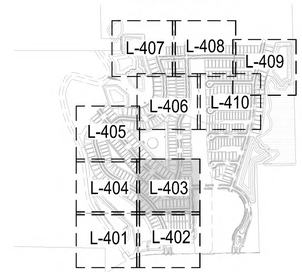
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PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
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SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



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GRAPHIC SCALE: 1" = 40'

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CRESWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO:	KGA-CD-1031
FILE:	L-401
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

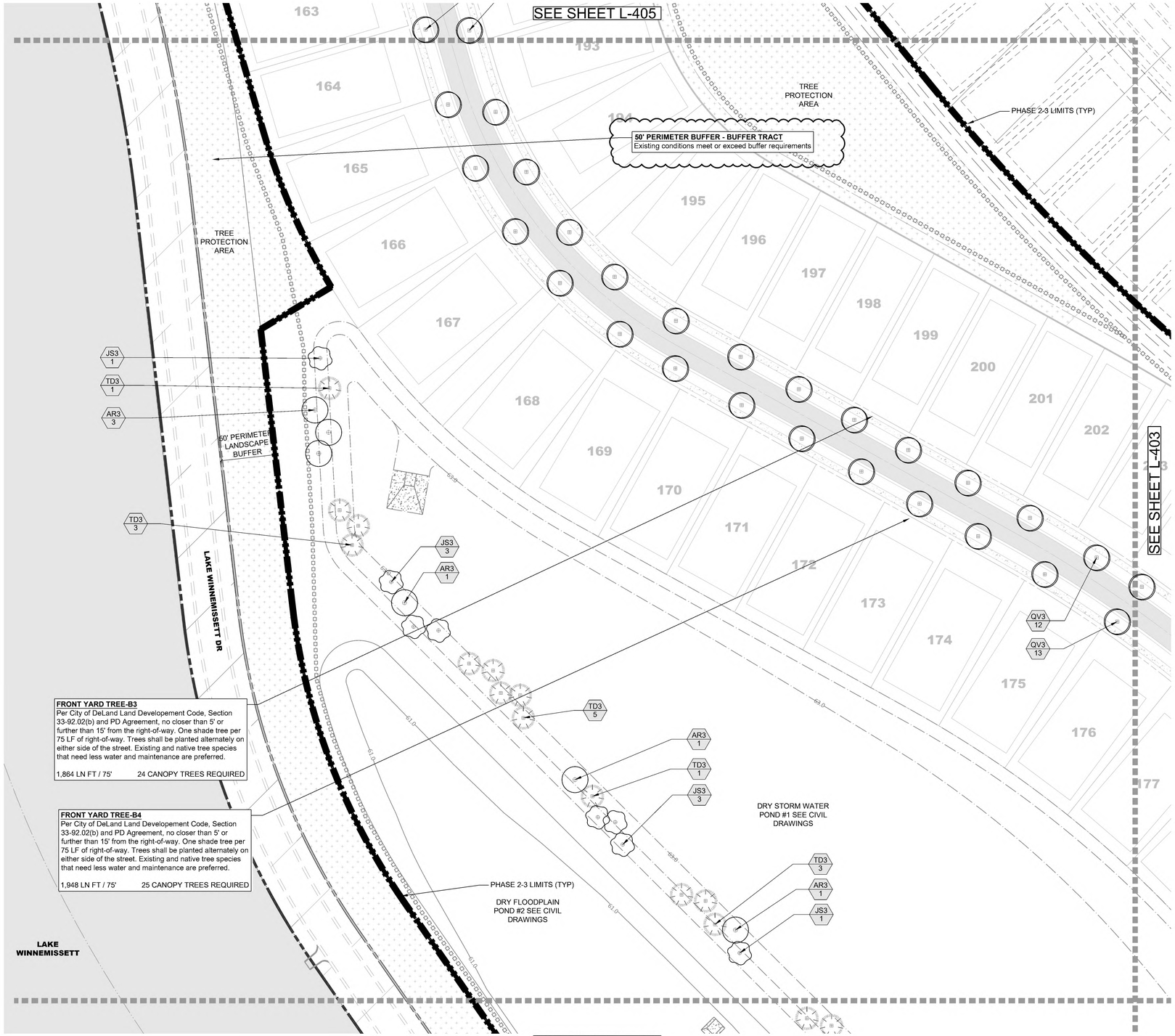
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2023-02-07 07:04

PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
- PLANT SUBSTITUTIONS WILL NEED TO BE APPROVED BY CITY FORESTER
- PROVIDE FINAL AS-BUILTS TO CITY PRIOR TO LANDSCAPE INSPECTION

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



ELEVATIONS BASED ON:
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GRAPHIC SCALE: 1" = 40'

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CRESWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

-	06/09/2023	REVISED PER CITY COMMENTS
-	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO:	KGA-CD-1031
FILE:	L-401
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

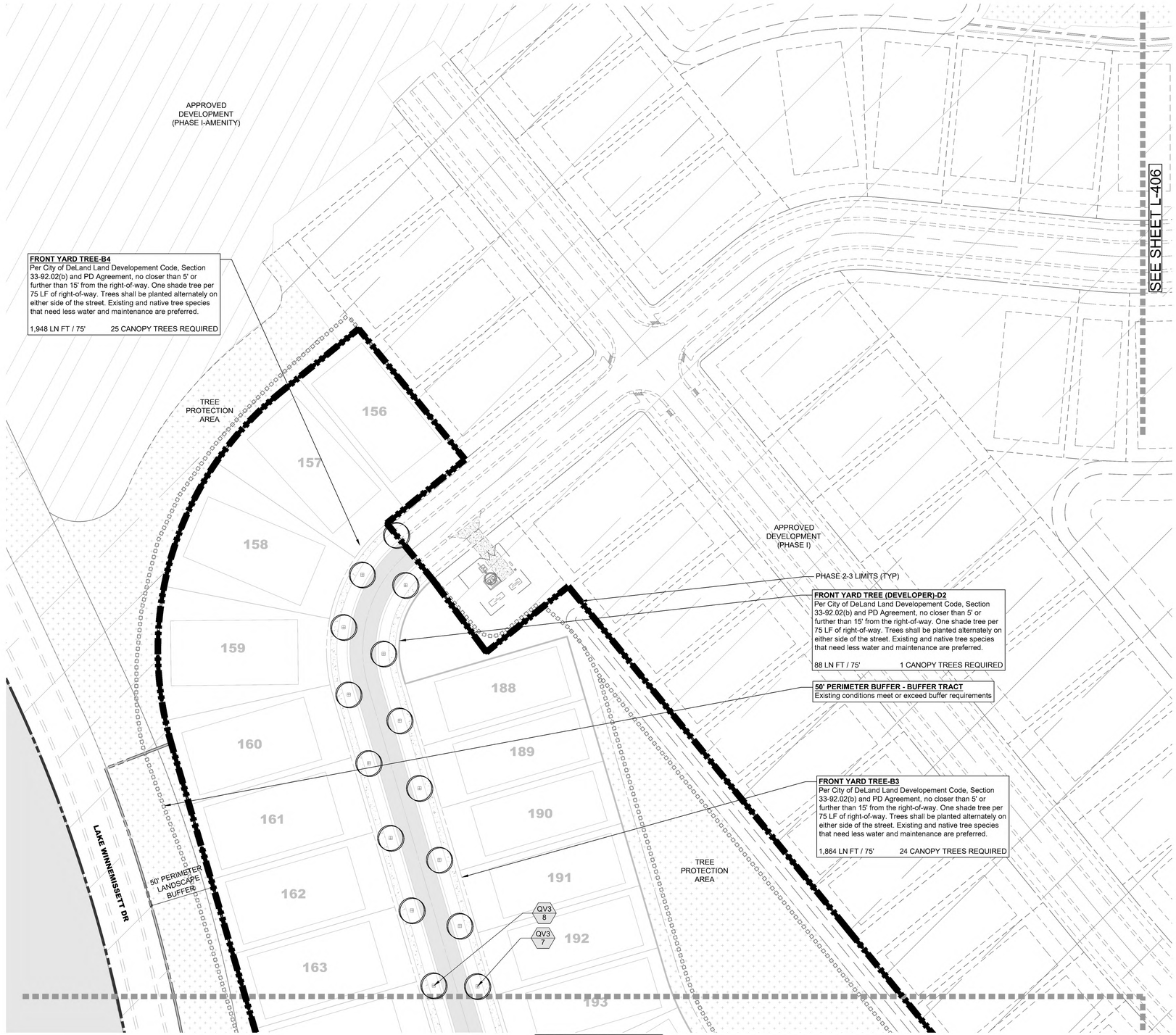
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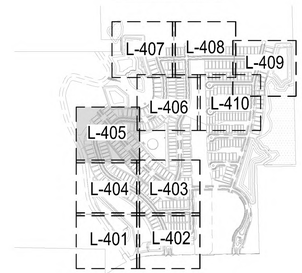
PLANT SCHEDULE LANDSCAPE

CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
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LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
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SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

#	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	06/09/2023
	REVIEW SUBMITTAL	02/20/2023
	DESCRIPTION	DATE

PROJECT NO: KGA-CD-1031
FILE: L-401
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED
LANDSCAPE ARCHITECT

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DATE:
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SEE SHEET L-407

SEE SHEET L-408

SEE SHEET L-405

SEE SHEET L-410

WETLAND CONSERVATION AREA

25'-0"

WETLAND CONSERVATION SETBACK (TYP)

TREE PROTECTION AREA

PHASE 2-3 LIMITS (TYP)

FRONT YARD TREE-B6
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

635 LN FT / 75' 8 CANOPY TREES REQUIRED

FRONT YARD TREE-B5
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,725 LN FT / 75' 23 CANOPY TREES REQUIRED

APPROVED DEVELOPMENT (PHASE I)

FUTURE DEVELOPMENT (PHASE III)

QV3 8

QV3 8

IE3 8

QV3 12

FRONT YARD TREE (DEVELOPER)-D3
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,000 LN FT / 75' 13 CANOPY TREES REQUIRED

FRONT YARD TREE-B5
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,725 LN FT / 75' 23 CANOPY TREES REQUIRED

70'-0" POWER EASEMENT

100'-0" POWER EASEMENT

PHASE 2-3 LIMITS (TYP)

APPROVED DEVELOPMENT (PHASE I)

TREE PROTECTION AREA

2023-02-07 07:04

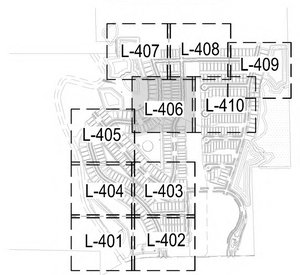
PLANT SCHEDULE LANDSCAPE

CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
- PLANT SUBSTITUTIONS WILL NEED TO BE APPROVED BY CITY FORESTER
- PROVIDE FINAL AS-BUILTS TO CITY PRIOR TO LANDSCAPE INSPECTION

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

N

0 40 80
GRAPHIC SCALE: 1" = 40'

HEIDT DESIGN
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www.HeidtDesign.com

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

-	06/09/2023	REVISED PER CITY COMMENTS
-	02/20/2023	REVIEW SUBMITTAL
DATE		DESCRIPTION

PROJECT NO:	KGA-CD-1031
FILE:	L-401
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

The seal appearing on this document was authorized by Keven J. Steele, P.L.A. LA6667179 on the date indicated here unless accompanied by an electronic signature as described in this section.

KEVEN J STEELE
DATE:
REGISTRATION NO.LA6667179

L-406

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2023-02-07 07:04

PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

WET STORM WATER POND #3 SEE CIVIL DRAWINGS

TREE PROTECTION AREA

PHASE 2-3 LIMITS (TYP)

FUTURE DEVELOPMENT (PHASE V)

LITTORAL SHELF PLANTINGS, SEE DETAIL ON SHEET L-480 (TYP)

LIT 14,972 sf

FRONT YARD TREE-B7
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

602 LN FT / 75' 8 CANOPY TREES REQUIRED

FRONT YARD TREE-B13
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

164 LN FT / 75' 2 CANOPY TREES REQUIRED

FRONT YARD TREE-B5
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,725 LN FT / 75' 23 CANOPY TREES REQUIRED

FRONT YARD TREE-B6
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

635 LN FT / 75' 8 CANOPY TREES REQUIRED

QV3 3
MG3 4
MG3 5
QV3 3
QV3 7

521 520 276 275 274 273 306 307 308 309 287 288 286 285

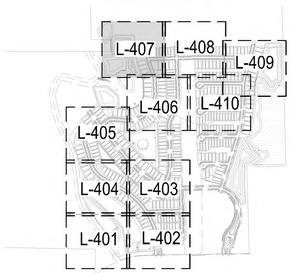
SEE SHEET L-408

SEE SHEET L-406

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
- PLANT SUBSTITUTIONS WILL NEED TO BE APPROVED BY CITY FORESTER
- PROVIDE FINAL AS-BUILTS TO CITY PRIOR TO LANDSCAPE INSPECTION

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



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0 40 80
GRAPHIC SCALE: 1" = 40'

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO:	KGA-CD-1031
FILE:	L-401
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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KEVEN J STEELE
DATE:
REGISTRATION NO.LA6667179

L-407

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2023-02-07 07:04

PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

FRONT YARD TREE-B7
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602 LN FT / 75' 8 CANOPY TREES REQUIRED

FRONT YARD TREE (DEVELOPER)-D5
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

349 LN FT / 75' 4 CANOPY TREES REQUIRED

FRONT YARD TREE-B9
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

749 LN FT / 75' 9 CANOPY TREES REQUIRED

FRONT YARD TREE-B10
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

705 LN FT / 75' 9 CANOPY TREES REQUIRED

FRONT YARD TREE (DEVELOPER)-D3
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,000 LN FT / 75' 13 CANOPY TREES REQUIRED

FRONT YARD TREE-B5
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,725 LN FT / 75' 23 CANOPY TREES REQUIRED

FUTURE DEVELOPMENT (PHASE IV)

PHASE 2-3 LIMITS (TYP)

70'-0" POWER EASEMENT

100'-0" POWER EASEMENT

30'-0" GAS EASEMENT

TREE PROTECTION AREA

SEE SHEET L-407

SEE SHEET L-409

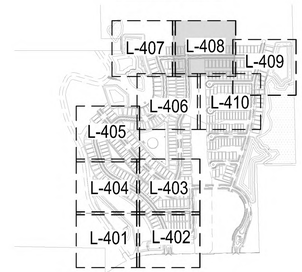
SEE SHEET L-406

SEE SHEET L-410

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
- PLANT SUBSTITUTIONS WILL NEED TO BE APPROVED BY CITY FORESTER
- PROVIDE FINAL AS-BUILTS TO CITY PRIOR TO LANDSCAPE INSPECTION

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



ELEVATIONS BASED ON:
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N

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GRAPHIC SCALE: 1" = 40'

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: L-401
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

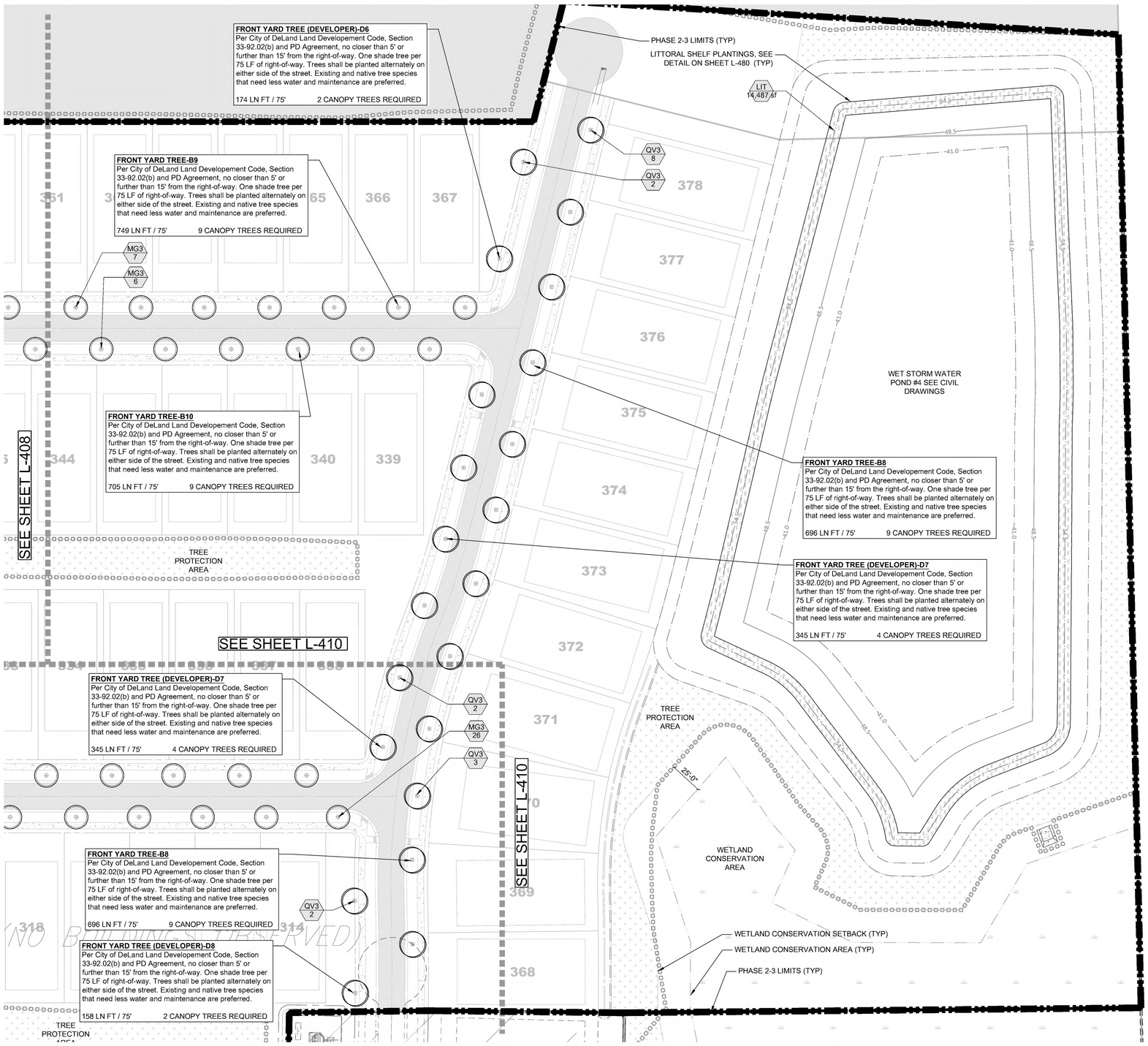
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KEVEN J STEELE
DATE:
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L-408

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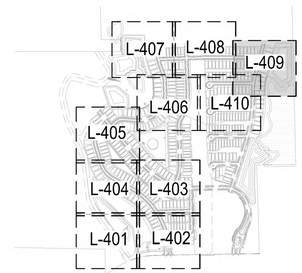
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PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
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SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DESCRIPTION	DATE
-	REVISED PER CITY COMMENTS	06/09/2023
	REVIEW SUBMITTAL	02/20/2023
	DESCRIPTION	DATE

PROJECT NO:	KGA-CD-1031
FILE:	L-401
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

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DATE:
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SEE SHEET L-408

SEE SHEET L-409

SEE SHEET L-406

SEE SHEET L-409

FRONT YARD TREE (DEVELOPER)-D7
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

345 LN FT / 75' 4 CANOPY TREES REQUIRED

FRONT YARD TREE-B11
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,338 LN FT / 75' 17 CANOPY TREES REQUIRED

FRONT YARD TREE-B8
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

696 LN FT / 75' 9 CANOPY TREES REQUIRED

FRONT YARD TREE (DEVELOPER)-D8
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

158 LN FT / 75' 2 CANOPY TREES REQUIRED

FRONT YARD TREE-B12
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

1,238 LN FT / 75' 16 CANOPY TREES REQUIRED

FRONT YARD TREE-D9
Per City of DeLand Land Developement Code, Section 33-92.02(b) and PD Agreement, no closer than 5' or further than 15' from the right-of-way. One shade tree per 75 LF of right-of-way. Trees shall be planted alternately on either side of the street. Existing and native tree species that need less water and maintenance are preferred.

23 LN FT / 75' 1 CANOPY TREES REQUIRED

QV3 2
MG3 26
QV3 3
QV3 2
MG3 30

TREE PROTECTION AREA

APPROVED DEVELOPMENT (PHASE I)

APPROVED DEVELOPMENT (PHASE I)

PHASE 2-3 LIMITS (TYP)

100'-0" POWER EASEMENT

100'-0" POWER EASEMENT

30'-0" GAS EASEMENT

322 323 325 324 318 314 368 253 254 255 256 257 258 259 260 261 262 267 249 248 247 246 245 244 243 242 241 240 239 252 251 250

(NO BUILDING PERMITTED)

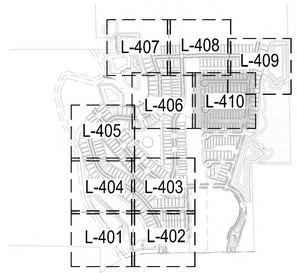
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PLANT SCHEDULE LANDSCAPE		
CANOPY TREE	CODE	COMMON NAME
	AR3	Red Maple
	JS3	Southern Red Cedar
	MG3	Southern Magnolia
	QV3	Southern Live Oak
	TD3	Bald Cypress
UNDERSTORY TREE	CODE	COMMON NAME
	IE3	Eagleston Holly
LITTORAL PLANTINGS	CODE	COMMON NAME
	LIT	Littoral Shelf
		TREE PROTECTION AREA

NOTES:
- TREE SPECIFICATIONS ON SHEET L-480
- PLANT SUBSTITUTIONS WILL NEED TO BE APPROVED BY CITY FORESTER
- PROVIDE FINAL AS-BUILTS TO CITY PRIOR TO LANDSCAPE INSPECTION

SILT FENCE
TREE BARRICADE
PHASE LINE
PROJECT BOUNDARY
FUTURE DEVELOPMENT
FUTURE AMENITY
PHASE ONE AREA
TREE PROTECTION AREA

SHEET KEY



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE PLAN

PREPARED FOR: KH CW DELAND LLC

-	06/09/2023	REVISED PER CITY COMMENTS
-	02/20/2023	REVIEW SUBMITTAL
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PROJECT NO:	KGA-CD-1031
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DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

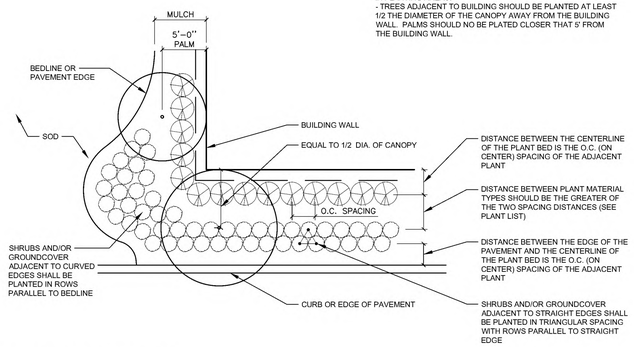
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DATE:
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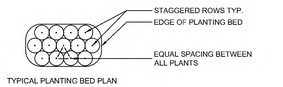


NOTE:
- CENTER TO CENTER SPACING (O.C.) VARIES FOR DIFFERENT PLANT SPECIES. SPACE EACH VARIETY OF THE PLANT EQUALLY IN PLANTING AREAS.
- TREES ADJACENT TO BUILDING SHOULD BE PLANTED AT LEAST 1/2 THE DIAMETER OF THE CANOPY AWAY FROM THE BUILDING WALL. PALMS SHOULD NO BE PLATED CLOSER THAT 5' FROM THE BUILDING WALL.

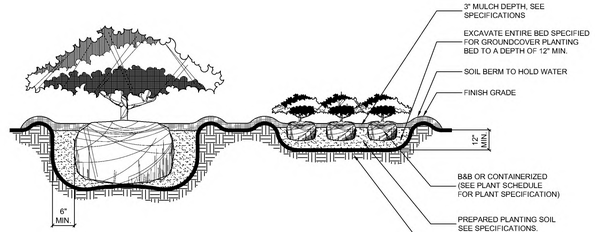
1 SPACING DETAIL

N.T.S.
DETAIL–REFERENCES

NOTES:
1. THE CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
2. IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 2"-4" ABOVE FINISH GRADE. COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO SETTING ROOTBALL ELEVATIONS.
3. SOAK EACH PLANT ROOTBALL AND PIT IMMEDIATELY AFTER INSTALLATION. REPEAT AS NEEDED TO ENSURE OPTIMUM COMPACTION AND SUFFICIENT WATERING OF PLANT MATERIALS.

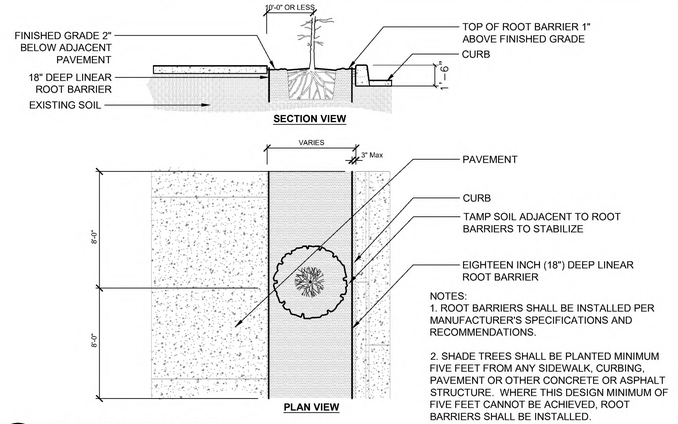


TYPICAL PLANTING BED PLAN



2 SHRUB AND GROUNDCOVER DETAIL

N.T.S.
DETAIL–REFERENCES

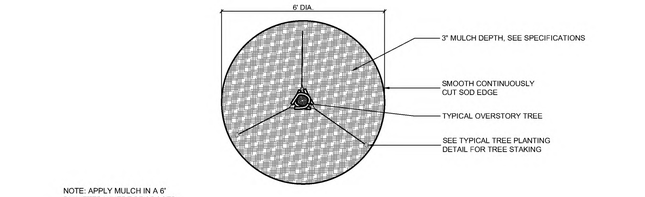


NOTES:
1. ROOT BARRIERS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

2. SHADE TREES SHALL BE PLANTED MINIMUM FIVE FEET FROM ANY SIDEWALK, CURBING, PAVEMENT OR OTHER CONCRETE OR ASPHALT STRUCTURE. WHERE THIS DESIGN MINIMUM OF FIVE FEET CANNOT BE ACHIEVED, ROOT BARRIERS SHALL BE INSTALLED.

3 TREE ROOT BARRIERS

N.T.S.



NOTE: APPLY MULCH IN A 6' DIAMETER WHERE PROPOSED TREE PLANTINGS OCCUR IN SOD.

4 TREE MULCH RING IN SOD AREAS

N.T.S.
DETAIL–REFERENCES

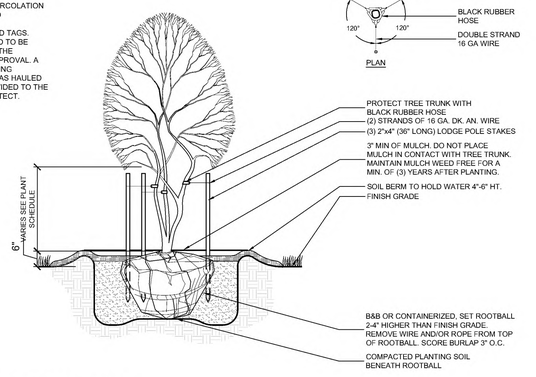
5 MULCH EDGE DETAIL

N.T.S.
DETAIL–REFERENCES

6 TREE STAKING - ALTERNATIVE

N.T.S.
DETAIL–REFERENCES

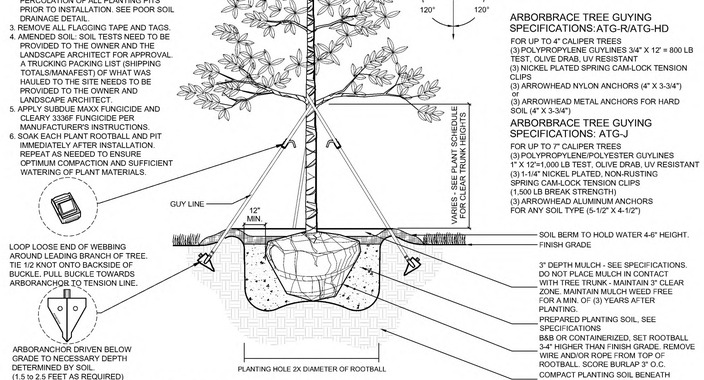
NOTES:
1. FINAL TREE LOCATION TO BE APPROVED BY OWNER.
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
3. REMOVE ALL FLAGGING TAPE AND TAGS.
4. AMENDED SOIL: SOIL TESTS NEED TO BE PROVIDED TO THE OWNER AND THE LANDSCAPE ARCHITECT FOR APPROVAL. A TRUCKING PACKING LIST (SHIPPING TOTALS/MANAFEST) OF WHAT WAS HAULED TO THE SITE NEEDS TO BE PROVIDED TO THE OWNER AND LANDSCAPE ARCHITECT.



7 MULTI-TRUNK TREE DETAIL

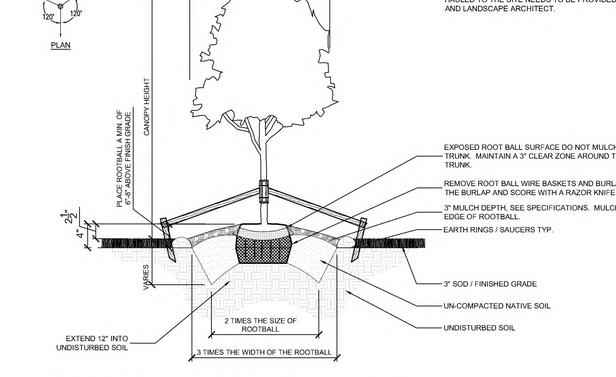
N.T.S.
DETAIL–REFERENCES
REFNOTE

NOTES:
1. FINAL TREE LOCATION TO BE APPROVED BY OWNER.
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION. SEE POOR SOIL DRAINAGE DETAIL.
3. REMOVE ALL FLAGGING TAPE AND TAGS.
4. AMENDED SOIL: SOIL TESTS NEED TO BE PROVIDED TO THE OWNER AND THE LANDSCAPE ARCHITECT FOR APPROVAL. A TRUCKING PACKING LIST (SHIPPING TOTALS/MANAFEST) OF WHAT WAS HAULED TO THE SITE NEEDS TO BE PROVIDED TO THE OWNER AND LANDSCAPE ARCHITECT.
5. APPLY SUBDUE MAXX FUNGICIDE AND CLEARY 3336F FUNGICIDE PER MANUFACTURER'S INSTRUCTIONS.
6. SOAK EACH PLANT ROOTBALL AND PIT IMMEDIATELY AFTER INSTALLATION. REPEAT AS NEEDED TO ENSURE OPTIMUM COMPACTION AND SUFFICIENT WATERING OF PLANT MATERIALS.



8 ARBORBRACE TREE GUYING DETAIL

N.T.S.
DETAIL–REFERENCES



9 PLANTING DETAIL FOR POOR SOIL DRAINAGE

N.T.S.
DETAIL–REFERENCES
REFNOTE

HEIDT DESIGN
Civil Engineering • Planning & GIS
Environmental Services
Ecological Services • Landscape Architecture
Engineering Business Certificate of Authorization No. 28762
Landscape Architecture Certificate of Authorization No. LC26000405
5904-A Hampton Oaks Pkwy.
Tampa, Florida 33610
Office: 813-253-5311
Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE DETAILS

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	L-470
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

The seal appearing on this document was authorized by Keven J. Steele, P.L.A. LA6667179 on the date indicated here unless accompanied by an electronic signature as described in this section.

KEVEN J STEELE
DATE:
REGISTRATION NO.LA6667179

L-470

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2023-04-05 14:12

PLANT SCHEDULE LANDSCAPE

CANOPY TREE	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	NATIVE	DROUGHT		REMARKS
	AR3	11	Red Maple	Acer rubrum	45 G	2"DBH	8` HT x 54" SPR	Yes	Yes		Florida Grade #1, straight central leader with even branching
	JS3	21	Southern Red Cedar	Juniperus silicicola	65 G	2"DBH	8` HT x 28" SPR	Yes	Yes		Florida Grade #1, straight central leader with even branching
	MG3	143	Southern Magnolia	Magnolia grandiflora	45 G	2"DBH	8` HT x 54" SPR	Yes	Yes		Florida Grade #1, straight central leader with even branching, full to ground
	QV3	133	Southern Live Oak	Quercus virginiana	45 G	2"DBH	8` HT x 54" SPR	Yes	Yes		Florida Grade #1, straight central leader with even branching
	TD3	26	Bald Cypress	Taxodium distichum	65 G	2"DBH	12`-14` HT x 4`-6` SPR	Yes	Yes		Florida Grade #1, straight central leader with even branching
UNDERSTORY TREE	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	NATIVE	DROUGHT		REMARKS
	IE3	29	Eagleston Holly	Ilex x attenuata `Eagleston`	45 G	2"DBH	8` HT x 28" SPR	No	Yes		Florida Grade #1, straight central leader with even branching, full to ground
LITTORAL PLANTINGS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	NATIVE	DROUGHT		SPACING	
	LIT	29,459 sf	Littoral Shelf	Littoral Shelf	SEE DETAIL						

LITTORAL SHELF AREA NOTE:
- All Littoral shelf areas must have a minimum ten (10) square feet per linear foot of shoreline.
- Littoral zones shall extend a minimum of 2.5 vertical feet below the control water line and include an upland transitional planting zone 2.5 vertical feet below control water line and include and upland transitional planting zone 2.5 vertical feet above the control water line.
- Littoral plantings including upland transition zones shall be wetland-friendly and native species.

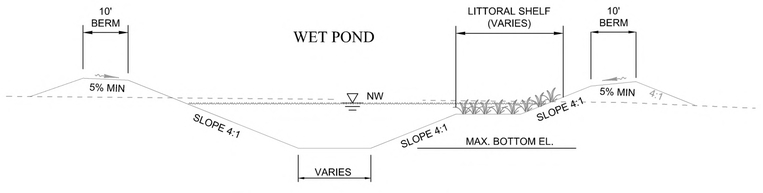
Littoral Planting Schedule

Pond #5

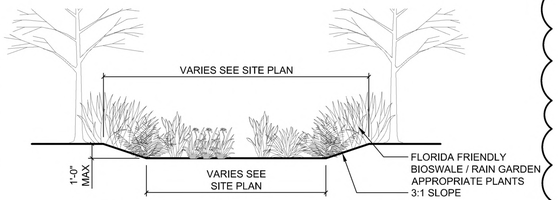
Quantity	SqFt	Percentage	Shelf Zone	Common	Botanical	Cont.	Spacing	Remarks
704	5,634	12.5%	Transitional	Sand Cordgrass	Spartina bakeri	Bare Root or 4" Pot	36" o.c.	Full form and spread
704	5,634	12.5%	Transitional	St. John's Wort	Hypericum spp.	Bare Root or 4" Pot	36" o.c.	Full form and spread
704	5,634	12.5%	Shallow	Blue Flag Iris	Iris virginica	Bare Root or 4" Pot	36" o.c.	Full form and spread
704	5,634	12.5%	Shallow	Golden Canna	Canna flaccida	Bare Root or 4" Pot	36" o.c.	Full form and spread
704	5,634	12.5%	Mid	Pickerelweed	Pontederia cordata	Bare Root or 4" Pot	36" o.c.	Full form and spread
704	5,634	12.5%	Mid	Arrowhead	Sagitarria lancifolia	Bare Root or 4" Pot	36" o.c.	Full form and spread
704	5,634	12.5%	Deep	Soft Bulrush	Scirpus validus	Bare Root or 4" Pot	36" o.c.	Full form and spread
704	5,634	12.5%	Deep	Fragrant White Lily	Nymphaea oderata	Bare Root or 4" Pot	36" o.c.	Full form and spread
Total	**45,072**	**100%**						

Pond #6

Quantity	SqFt	Percentage	Shelf Zone	Common	Botanical	Cont.	Spacing	Remarks
265	2,118	12.5%	Transitional	Sand Cordgrass	Spartina bakeri	Bare Root or 4" Pot	36" o.c.	Full form and spread
265	2,118	12.5%	Transitional	St. John's Wort	Hypericum spp.	Bare Root or 4" Pot	36" o.c.	Full form and spread
265	2,118	12.5%	Shallow	Blue Flag Iris	Iris virginica	Bare Root or 4" Pot	36" o.c.	Full form and spread
265	2,118	12.5%	Shallow	Golden Canna	Canna flaccida	Bare Root or 4" Pot	36" o.c.	Full form and spread
265	2,118	12.5%	Mid	Pickerelweed	Pontederia cordata	Bare Root or 4" Pot	36" o.c.	Full form and spread
265	2,118	12.5%	Mid	Arrowhead	Sagitarria lancifolia	Bare Root or 4" Pot	36" o.c.	Full form and spread
265	2,118	12.5%	Deep	Soft Bulrush	Scirpus validus	Bare Root or 4" Pot	36" o.c.	Full form and spread
265	2,118	12.5%	Deep	Fragrant White Lily	Nymphaea oderata	Bare Root or 4" Pot	36" o.c.	Full form and spread
Total	**16,942**	**100%**						



LITTORAL SHELF SECTION DETAIL

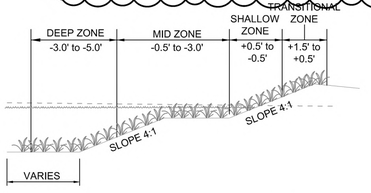


BIOSWALE/RAIN GARDEN SECTION DETAIL

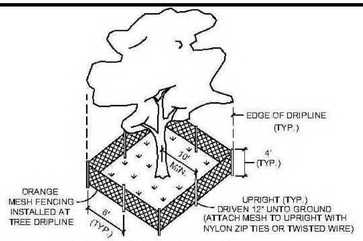
Bioswale/Rain Garden Suggested Planting List

	Common Name	Botanical Name
Flowers	African Iris	Dietes iridioides
	Blue flag Iris	Iris virginica
	Canna Lily	Canna spp.
	Goldenrod	Solidago spp.
	Milkweed	Asclepias spp.
	Shrimp Plant	Justicia brandegeana
	Swamp sunflower	Helianthus angustifolius
Grasses &Shrubs	Florida Gamma Grass	Tripsacum floridana
	Muhly Grass	Muhlenbergia capillaries
	Wiregrass	Aristida stricta var. beyrichiana
	Virginia willow	Itea virginica
Ground Covers	Holly Fern	Cyrtomium falcatum
	Periwinkle	Vinca major
	St. Bernard's Lily	Anthericum sanderii

*For more information and plant suggestions please see UF IFAS Extensions.



LITTORAL SHELF PLANTING ZONE DETAIL



TYP. CITY TREE BARRICADE DETAIL

N.T.S.

TREE BARRICADES ARE REQUIRED AROUND ALL TREES WHICH HAVE BEEN DESIGNATED ON THE SITE PLAN TO BE RETAINED AND PROTECTED. PRIOR TO ANY CLEARING OR CONSTRUCTION ACTIVITY OCCURRING ON THE SITE, TREE BARRICADES SHALL BE CONSTRUCTED BY THE CONTRACTOR AND APPROVED BY THE CITY. TREE BARRICADES SHALL BE PLACED AT THE EDGE OF THE DRIPLINE OR A MINIMUM OF 10' FROM THE TRUNK OF THE TREE, WHICH EVER IS GREATER.

FOR THE BARRIER THE CITY RECOMMENDS SAFETY BARRICADE FENCING.

NOTE: EXISTING TREES IN LANDSCAPE BUFFER SHALL ALSO BE PROTECTED.

DATE: JANUARY 31, 2023	TREE BARRICADE DETAIL	M112
	City of DeLand - Standard Details	

List of Approved Tree Replacement Species

Common Name	Scientific Name
Basswood, Florida (c)	*Tilia americana var. caroliniana* N
Bottlebrush, Upright (u)	*Callistemon rigidus* D
Cedar, Eastern Red (c)	*Juniperus virginiana* D, N
Cedar, Southern Red (c)	*Juniperus silicicola* D, N
Chaste Tree (u)	*Vitex trifolia*
Cherry, Black (c)	*Prunus serotina* D, N
Cherry Laurel (u)	*Prunus caroliniana* D, N
Chickasaw Plum (u)	*Prunus angustifolia* D, N
Citrus (u)	*Citrus spp.*
Crape Myrtle (u)	*Lagerstroemia Indica* D
Cypress, Bald (c)	*Taxodium distichum* D, N
Devilwood (u)	*Osmanthus americanus* N
Dogwood (u)	*Cornus florida* N
Elm, Weeping (u)	*Ulmus parvifolia* D
Elm, Winged (c)	*Ulmus alata* D, N
Fringe Tree (u)	*Chionanthus virginicus* N
Hawthorn (u)	*Crataegus spp.* D
Holly, American (c)	*Ilex opaca* D, N
Holly, Dahoon (u)	*Ilex cassine* D, N
Holly, Possumhaw (u)	*Ilex decidua* D, N
Holly, Yaupon (u)	*Ilex vomitoria* D, N
Japanese Blueberry (c)	*Elaeocarpus decipiens* D
Ligustrum (u)	*Ligustrum lucidum*
Loblolly Bay (u/c)	*Gordonia lasianthus* N
Loquat (u)	*Eriobotrya japonica*
Magnolia, Saucer (u)	*Magnolia x soulangiana*
Magnolia, Southern (c)	*Magnolia grandiflora* N
Magnolia, Sweetbay (c)	*Magnolia virginiana*
Maple, Florida Red (c)	*Acer rubrum*
Mulberry, Red (c)	*Morus rubra* N
Oak, Live (c)	*Quercus virginiana* D, N
Oak, Sand Live (c)	*Quercus virginiana var. geminata* N
Oak, Shumard (c)	*Quercus shumardii* D, N
Oak, Turkey (c)	*Quercus laevis* N
Olive (u)	*Olea europaea*
Palm Cabbage (c)	*Sabal palmetto* D, N
Palm, Mule (c)	*X Butiagrus nabonnandii*
Palm, Windmill (u)	*Trachycarpus fortunei* D
Pecan (c)	*Carya illinoiensis* D, N
Persimmon (c)	*Diospyros virginiana* D, N
Persimmon, Oriental (u)	*Diospyros kaki*
Pine, Loblolly (c)	*Pinus taeda* N
Pine, Longleaf (c)	*Pinus palustris* D, N
Pine Slash (c)	*Pinus elliottii* D, N
Podocarpus (u)	*Podocarpus macrophyllus* D
Podocarpus, Nagi (u)	*Podocarpus nagi* D
Redbud (u)	*Cercis canadensis* D, N
Sweetgum (c)	*Liquidambar styraciflua* N
Sycamore (c)	*Platanus occidentalis* D, N
Tulip Tree (c)	*Liriodendron tulipifera* N

Table Inset

u	-	Understory tree (mature height - 25 feet or less)
c	-	Canopy tree (mature height - 25 feet or more)
u/c	-	Depending upon environment, can be either understory or canopy
D	-	Drought Tolerant
N	-	Native

Ord. No. 2004-39, § 9; 10-18-04; Ord. No. 2008-08, Addem. A, 4-7-08)

Last Updated 11/3/2022

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Transportation • Surveying
Ecological Services • Landscape Architecture
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Landscape Architecture Certificate of Authorization No. LC26000405
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Tampa, Florida 33610
Office: 813-253-5311
Fax: 813-464-7629
www.HeidtDesign.com

CRESWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE SCHEDULE

PREPARED FOR: KH CW DELAND LLC

	DATE	DESCRIPTION
1	08/09/2023	REVISED PER CITY COMMENTS
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: L-480
DESIGN BY: RHENDRY
DRAWN BY: RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

The seal appearing on this document was authorized by Keven J. Steele, P.L.A. LA6667179 on the date indicated here unless accompanied by an electronic signature as described in this section.

KEVEN J STEELE
DATE:
REGISTRATION NO.LA6667179

L-480

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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

1) SCOPE OF WORK

a) The work consists of: furnishing all labor, materials, equipment, tools, transportation, and any other appurtenances necessary for the completion of this project as shown on the drawings, as included in the plant list, and as herein specified.

b) Work shall include maintenance and watering of all contract planting areas until certification of acceptability by the owner.

2) PROTECTION OF EXISTING STRUCTURES

a) All existing buildings, walks, walls, paving, piping, other site construction items, and planting already completed or established shall be protected from damage by the contractor unless otherwise specified. All damage resulting from negligence shall be repaired or replaced to the satisfaction of the owner, at no cost to the owner.

3) PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

a) The contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving or parking inside the drip-line and spilling oil, gasoline, or other deleterious materials within the drip-line. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/ or unsightly shall be replaced at municipality standards/requirements toward tree replacement.

4) MATERIALS

a) Material samples listed below shall be submitted for approval, on the site or as otherwise determined by the owner or owner's representative. Upon samples' approval, delivery of materials may commence.

b) Material Sample Size

i) Mulch	One (1) Cubic Foot
ii) Topsoil Mix	One (1) Cubic Foot (including existing soils report)
iii) Plants	One (1) of each variety (or tagged in nursery)

c) Plant Materials

i) Plant species and size shall conform to those indicated on the drawings. Nomenclature shall conform to standardized plant names, 1942 edition. All nursery material shall be in accordance with grades and standards for nursery plants, latest edition, published by the Florida Department of Agriculture and Consumer Services. All plants shall be Florida Grade No. 1 or better as determined by the Florida Division of Plant Industry. All plants shall be healthy, vigorous, sound, well-branched, and free of disease and insects, insect eggs and larvae and shall have adequate root systems. Trees for planting in rows shall be uniform in size and shape. All materials shall be subject to approval by the owner or owner's representative. Where any requirements are omitted from the plant list, the plants furnished shall be normal for the variety. Plants shall be pruned prior to delivery only with approval from owner or owner's representative. No substitutions shall be made without written permission from the owner's representative. All substitutions must be approved prior to purchasing. Unauthorized substitutions may require replacement at the contractor's expense.

ii) The height and/or width of trees shall be measured from the ground or across the normal spread of branches with the plants in their normal position. This measurement shall not include the immediate terminal growth. Plants larger in size than those specified in the plant list may be used if approved by the owner or owner's representative. If the use of larger plants is approved, the ball of earth or spread of roots shall be increased in proportion to the size of the plant.

iii) Plants shall be subject to inspection and approval at the place of growth, or upon delivery to the site, as determined by the owner, for quality, size, and variety; such approval shall not impair the right of inspection and rejection at the site during progress of the work or after completion for size and condition of root balls or roots, latent defects or injuries. Rejected plants shall be removed immediately from the site. Notice requesting inspection shall be submitted in writing by the contractor at least one (1) week prior to anticipated date.

5) SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

a) Soil mixture (planting medium for all plant pits) shall consist of two parts of topsoil/compost and one part sand, as described below. Soil mixture shall be based on the soil test recommendation provided by the contractor.

b) Topsoil for use in preparing soil mixture for backfilling plant pits shall be fertile, friable, and of a loamy character; reasonably free of subsoil, clay lumps, brush weeds and other litter; free of roots, stumps, stones larger than 2" in any direction, and other extraneous or toxic matter harmful to plant growth. It shall contain three (3) to five (5) percent decomposed organic matter and a PH between 5.5 and 7.0 - submit sample and PH testing results for approval.

c) Sand shall be coarse, clean, well-draining, native sand. Contractor shall submit results of soil tests for topsoil and sand proposed for use under this contract for approval by the owner or owner's representative. Contractor is responsible for evaluating the on site soils ability to drain and provide their findings and recommendation to the owner's representative.

d) All plantings to be planted with the appropriate topsoil, additives, and fertilizer mixtures. The use of on site soil only is not permitted.

e) Contractor to submit samples of topsoil mixture and soil report for owner's representative approval prior to plant installation operations commence.

6) WATER/IRRIGATION

a) Water necessary for planting and maintenance shall be of satisfactory quality to sustain an adequate plant growth and shall not contain harmful, natural or man-made elements detrimental to plants. Water meeting the above standard shall be obtained on the site from the owner, if available, and the contractor shall be responsible to make arrangements for its use by his tanks, hoses, sprinklers, etc. If such water is not available at the site, the contractor shall provide satisfactory water from sources off the site at no additional cost to the owner.

b) All proposed plantings shall be watered with a fully automatic underground irrigation system designed to provide one-hundred percent (100%) coverage.

c) Spray heads shall be set three inches (3") from curb or edge of pavement. Rotors shall be set six inches (6") from curb or twelve inches (12") from edge of pavement if no curb exists.

d) Verify locations of all underground utilities prior to installation of irrigation system. Mainline shall not be located without prior approval of the Owner's Representative and the Landscape Architect. All utilities and structures may not be shown on these plans. It is the responsibility of the Contractor to verify all utility locations.

e) All pressure mainlines under pavement shall be contained within sleeves. Where electric valve control lines pass through a sleeve with other main or lateral lines, electric lines shall be contained within a separate conduit.

f) Where shrub heads are within groundcover areas, appropriate pop up size shall be used. Irrigation shall be designed and installed with consideration to mature shrub height.

g) Locate all valves a minimum of twenty-four inches (24") from back of curb or edge of pavement. No valves shall be located within sodded lawn areas.

h) All sleeves utilized by the irrigation contractor shall be located on an As-Built Plan, and submitted to the Owner's Representative. The As-Built plan shall show location and depth below finish grade, to the nearest one-tenth foot (1/10') of each end of each sleeve utilized.

i) All valves shall be installed in a plastic valve box with locking lid.

j) Irrigation contractor shall secure any and all necessary permits for the work prior to commencement of operations on-site. Copies of the permits shall be sent to the Owner's Representative and/or General Contractor.

k) Work within the right-of-way shall conform to the standards and specifications of local and / or state highway jurisdiction.

l) Verify pump station and irrigation controller locations at project site with Owner's Representative prior to construction.

m) All sodded areas shall be irrigated with sprays and/or rotors. Bahia areas are not to be irrigated unless otherwise noted on the plans. Mulched areas void of plantings shall not be irrigated. All sodded areas shall be irrigated.

n) Irrigation shall be zoned to group plants of similar water usage on same zone according to low, medium, and high water usage. Separate zoning shall be provided for 1) rotors 2) pop-up sprinklers, 3) drip irrigation, and 4) bubblers.

o) Irrigation system shall include an automatic rain shut off device to interrupt irrigation cycle when rain dictates.

p) The Contractor shall be responsible for ensuring that irrigation is operating properly and is set to the correct timing for plant materials to get appropriate amount of water and adjusted to climatic factors and seasonal changes in water usage requirements.

*Watering/irrigation restrictions may apply - refer to property's jurisdictional authority.

7) FERTILIZER

a) Contractor shall provide fertilizer application schedule to owner or owner's representative, as applicable to soil type, plant installation, and site's proposed used. Suggested fertilizer types shall be organic or otherwise naturally-derived.

b) Fertilizer restrictions may apply - refer to properties jurisdictional authority.

8) MULCH

a) Mulch material shall be moistened at the time of application to prevent wind displacement, and applied at a minimum depth of 3 inches. Clear mulch from each plant's crown (base). See plant list for type of mulch and grade.

9) DIGGING AND HANDLING

a) Protect roots or root balls of plants at all times from sun, drying winds, water and freezing, as necessary until planting. Plant materials shall be adequately packed to prevent damage during transit. Trees transported more than ten (10) miles or which are not planted within three (3) days of delivery to site shall be sprayed with an antitranspirant product ("wiltpruf" or equal) to minimize transpirational water loss.

b) Balled and burlapped plants (B&B) shall be dug with firm, natural balls of soil of sufficient size to encompass the fibrous and feeding roots of the plants. No plants moved with a root ball shall be planted if the ball is cracked or broken. Plants balled and burlapped or container grown shall not be handled by stems.

c) Bare root plants shall not be used unless otherwise specified.

d) Protection of palms (if applicable): Only a minimum of fronds shall be removed from the crown of the palm trees to facilitate moving and handling. Clear trunk (CT) shall be as specified after the minimum of fronds have been removed. All palms shall be braced per palm planting detail.

e) Excavation of tree pits shall be performed using extreme care to avoid damage to surface and subsurface elements such as utilities or hardscape elements, footers and prepared sub- bases.

10) CONTAINER GROWN MATERIAL

a) An established container grown plant shall be transplanted into a container and grown in that container sufficiently long for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container. Container grown material shall not be handled by their stems.

b) All container grown material shall be healthy, vigorous, well-rooted plants established in the container in which they are sold. The plants shall have tops which are of good quality and are in a healthy growing condition.

c) Plant roots bound in containers are not acceptable. All tree rootballs shall be shaved 1" - 1½" off all sides with either a sharp spade or blade prior to planting or from top to bottom with a balling spade after the tree has been planted to eliminate circling roots.

d) Substitution of non-container grown material for material explicitly specified to be container grown will not be permitted without written approval is obtained from the owner or owner's representative.

e) RPG= "roots plus grower" container where specified.

11) B&B OR FIELD GROWN MATERIAL

a) When the use of B&B or field grown material is permitted as indicated by the owner or owner's representative, the minimum sizes of rootballs shall be equal to that specified for the next larger size of nursery grown material of the same variety.

12) TRANSPLANTS

a) Plants collected from wild or native stands shall be considered nursery grown when they have been successfully re-established in a nursery row and grown under regular nursery cultural practices for a minimum of two (2) growing seasons and have attained adequate root and top growth to indicate full recovery from transplanting into the nursery row.

13) MATERIALS LIST

a) Quantities necessary to complete the work on the drawings shall be furnished by the contractor. Quantity estimates have been made carefully, but the landscape architect or owner assumes no liability for omissions or errors. Should a discrepancy occur between the plans and the plant list quantity, the plans shall control. The owner's representative shall be notified for clarification prior to bidding or installation. All dimensions and/or sizes specified shall be the minimum acceptable size.

14) FINE GRADING

a) Fine grading under this contract shall consist of final finished grading of lawn and planting areas that have been rough graded by others.

b) Berming (as shown on the drawings) shall be the responsibility of the landscape contractor, unless otherwise noted, and shall consist of suitable planting soil.

c) The contractor shall fine grade the lawn and planting areas to bring the rough grade up to final finished grade allowing for thickness of sod and/or mulch depth. This contractor shall fine grade by hand and/or with all equipment necessary including a grading tractor with front-end loader for transporting soil within the site.

d) All planting areas shall be graded and maintained for positive drainage to surface/subsurface storm drain systems. Areas adjacent to buildings shall slope away from the buildings. Refer to civil engineer's plans for final grades, if applicable.

15) PLANTING PROCEDURES

a) Cleaning up before commencing work: the contractor shall clean work and surrounding areas of all rubbish or objectionable matter. All mortar, cement, and toxic material shall be removed from the surface of all plant beds. These materials shall not be mixed with the soil. Should the contractor find such soil conditions beneath the soil which will in any way adversely affect the plant growth, he shall immediately call it to the attention of the owner's representative. Failure to do so before planting shall make the corrective measures the responsibility of the contractor.

b) Verify locations of all utilities, conduits, supply lines and cables, including but not limited to: electric, gas (lines and tanks), water, sanitary sewer, stormwater systems, cable, and telephone. Properly maintain and protect existing utilities. Call National One Call (811) - to locate utilities or refer to the civil engineering plans.

c) Contractor is responsible to remove all existing and imported limerock and limerock sub-base from all landscape planting areas to a minimum depth of 36". Contractor is responsible to backfill these planting areas to rough finished grade with clean topsoil from an on-site source or an imported source. If limerock or other adverse conditions occur in planted areas after 36" deep excavation by the contractor, and positive drainage cannot be achieved, contractor shall utilize planting detail that addresses poor drainage.

d) Furnish nursery's certificate of compliance with all requirements as herein specified and required. Inspect and select plant materials before plants are dug at nursery or growing site.

e) Comply with applicable federal, state, county, and local regulations governing landscape materials and work. Conform to accepted horticultural practices as used in the trade. Upon arrival at the site, plants shall be thoroughly watered and properly maintained until planted. Plants stored on-site shall not remain unplanted or appropriately healed in for a period exceeding twenty-four (24) hours. At all times workmanlike methods customary in good horticultural practices shall be exercised.

f) The work shall be coordinated with other trades to prevent conflicts. Coordinate planting with irrigation work to assure availability of water and proper location of irrigation appurtenances and plants.

g) All planting pits shall be excavated to size and depth in accordance with the USA Standard for Nursery Stock 260.1, unless shown otherwise on the drawings, and back filled with the prepared planting soil mixture as specified in section 5. Test all tree pits with water before planting to assure proper drainage percolation is available. No allowance will be made for lost plants due to improper drainage. If poor drainage exists, utilize "poor drainage condition" planting detail. Trees shall be set plumb and held in position until the planting mixture has been flushed into place with a slow, full hose stream. All planting shall be performed by personnel familiar with planting procedures and under the supervision of a qualified landscape foreman. Proper "jetting in" shall be assured to eliminate air pockets around the roots. "jet stick" or equal is recommended.

h) Take all necessary precautions to avoid damage to buildings and building structures while installing trees.

i) Soil mixture shall be as specified in section 5 of these specifications.

j) Trees and shrubs shall be set straight at an elevation that, after settlement, the plant crown will stand one (1) to two (2) inches above grade. Each plant shall be set in the center of the pit. Planting soil mixture shall be back filled, thoroughly tamped around the ball, and settled by water (after tamping).

k) Amend Pine and Oak plant pits with ectomycorrhizal soil application per manufacturer's recommendation. All other plant pits shall be amended with ectomycorrhizal soil application per manufacturer's recommendation. Provide product information submittal (prior to inoculation) for approval.

l) Fill hole with soil mixture, making certain all soil is saturated. To do this, fill hole with water and allow to soak minimum twenty (20) minutes, stirring if necessary to get soil thoroughly wet. Pack lightly with feet. Add more wet soil mixture. Do not cover top of ball with soil mixture, only with mulch. All burlap, rope, wires, baskets, etc., shall be removed from the sides and tops of balls, but no burlap shall be pulled from underneath.

m) Trees shall be pruned, at the direction of the owner or owner's representative, to preserve the natural character of the plant. All soft wood or sucker growth and all broken or badly damaged branches shall be removed with a clean cut. All pruning to be performed by licensed arborist, in accordance with ANSI A-300.

n) Shrubs and ground cover plants shall be evenly spaced in accordance with the drawings and as indicated on the plant list. Cultivate all planting areas to a minimum depth of 6", remove and dispose all debris. Mix top 4" the planting soil mixture as specified in section 5. Thoroughly water all plants after installation.

o) Tree guying and bracing shall be installed by the contractor in accordance with the plans to insure stability and maintain trees in an upright position. If the contractor and owner decide to waive the tree guying and bracing, the owner shall notify the landscape architect in writing and agree to indemnify and hold harmless the landscape architect in the event unsupported trees planted under this contract fall and damage person or property. All guying and bracing shall be removed in one year or once the trees are established.

p) Provide a three inch (minimum) layer of specified mulch over the entire area of each shrub bed, ground cover, vine bed, and tree pit planted under this contract (except annual beds).

q) All plant beds shall be kept free of noxious weeds until final acceptance of work. If directed by the owner, "round-up" shall be applied for weed control by qualified personnel to all planting areas in spot applications per manufacturer's precautions and specifications. Prior to final inspection, treat all planting beds with an approved pre-emergent herbicide at an application rate recommended by the manufacturer. (As allowed by jurisdictional authority).

16) LAWN SODDING

a) The work consists of lawn bed preparation, soil preparation, and sodding complete, in strict accordance with the specifications and the applicable drawings to produce a turf grass lawn acceptable to the owner.

b) All areas that are to be sodded shall be cleared of any rough grass, weeds, and debris, and the ground brought to an even grade. The entire surface shall be rolled with a roller weighing not more than one-hundred (100) pounds per foot of width. During the rolling, all depressions caused by settlement shall be filled with additional soil, and the surface shall be regraded and rolled until presenting a smooth and even finish to the required grade.

c) Prepare loose bed four (4) inches deep. Hand rake until all bumps and depressions are removed. Wet prepared area thoroughly.

d) Contractor to provide a clean, sharp edge on all landscape beds and tree pits. A sharp spade cut edge (minimum 3" deep) shall be provided unless other bed edging methods are specifically identified on the plans.

e) Sodding

i) The contractor shall sod all areas that are not paved or planted as designated on the drawings within the contract limits, unless specifically noted otherwise.

ii) All sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type and free from weeds, fungus, insects and disease of any kind.

iii) Sod panels shall be laid tightly together so as to make a solid sodded lawn area. Sod shall be laid uniformly against the edges of all curbs and other hardscape elements, paved and planted areas. Immediately following sod laying, the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly irrigated. If, in the opinion of the owner, top-dressing is necessary after rolling to fill the voids between the sod panels and to even out inconsistencies in the sod, clean sand, as approved by the owner's representative, shall be uniformly spread over the entire surface of the sod and thoroughly watered in. Fertilize installed sod as allowed by property's jurisdictional authority.

e) During delivery, prior to, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked so as not to be damaged by sweating or excessive heat and moisture.

f) Lawn maintenance:

i) Within the contract limits, the contractor shall produce a dense, well established lawn. The contractor shall be responsible for the repair and re-sodding of all eroded, sunken or bare spots (larger than 12"x12") until certification of acceptability by the owner's representative. Repaired sodding shall be accomplished as in the original work (including regrading if necessary).

ii) Contractor responsible for establishing and maintaining sod/lawn until acceptance by the owner's representative. Prior to and upon acceptance, contractor to provide watering/irrigation schedule to owner or owner's representative. Observe all applicable watering restrictions as set forth by the property's jurisdictional authority.

17) CLEANUP

a) Upon completion of all planting work and before final acceptance, the contractor shall remove all material, equipment, and debris resulting from his work. All paved areas shall be broom-cleaned and the site left in a neat and acceptable condition as approved by the owner's representative.

18) PLANT MATERIAL MAINTENANCE

a) All plants and planting included under this contract shall be maintained by watering, cultivating, spraying, and all other operations (such as re-staking or repairing guy supports) necessary to insure a healthy plant condition by the contractor until certification of acceptability by the owner's representative. Maintenance after the certification of acceptability shall be in accordance with the specifications in this section. Contractors are requested to provide a bid estimate to cover landscape and irrigation maintenance for a period of 90 calendar days commencing after acceptance. Date of final acceptance marks the beginning of the warranty period.

19) MAINTENANCE (ALTERNATE BID ITEM)

a) Contractors are requested to provide a bid estimate for maintenance following the initial 90-day maintenance period on a cost-per-month basis.

20) FINAL INSPECTION AND ACCEPTANCE OF WORK

a) Final inspection at the end of the warranty period shall be on planting, construction and all other incidental work pertaining to this contract. Any replacement at this time shall be subject to the same one (1) year warranty (or as specified by the landscape architect or owner in writing) beginning with the time of replacement and ending with the same inspection and acceptance herein described.

b) An "as-built" of the landscape and irrigation plans shall be made by the landscape and irrigation contractor. The "as-built" shall be updated daily and shall be kept on site at all times during the construction period. Any and all deviations from the original construction documents shall be duly and accurately recorded. A reproducible of each "as-built" shall be provided to the owner's representative prior to final acceptance and payment of retainage.

21) WARRANTY

a) The life and satisfactory condition of all 7 gallon and larger plant material installed by the landscape contractor shall be warranted by the contractor for a minimum of one (1) calendar year commencing at the time of certification of acceptability by the owner's representative.

b) The life and satisfactory condition of all other plant material (including sod) installed by the landscape contractor shall be warranted by the contractor for a minimum of one (1) calendar year commencing at the time of certification of acceptability by the owner's representative.

c) Any plant not found in a healthy growing condition at the end of the warranty period shall be removed from the site and replaced within 2 weeks or as soon as weather conditions permit. All replacements shall be plants of the same kind and size as specified in the plant list. They shall be furnished, planted and mulched as specified under "planting procedures", at no additional cost to the owner.

d) In the event the owner does not contract with the contractor for landscape (and irrigation) maintenance, the contractor is encouraged to visit the project site periodically during the one year warranty period to evaluate maintenance procedures being performed, and shall notify the owner in writing of maintenance procedures or conditions which threaten vigorous and healthy plant growth. It is suggested such site visits shall be conducted a minimum of once per month for a period of twelve (12) months from the date of acceptance.

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Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

PERMIT LANDSCAPE NOTES

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	L-481
DESIGN BY:	RHENDRY
DRAWN BY:	RHENDRY

FLORIDA REGISTERED LANDSCAPE ARCHITECT

The seal appearing on this document was authorized by Keven J. Steele, P.L.A. LA6667179 on the date indicated here unless accompanied by an electronic signature as described in this section.

KEVEN J STEELE
DATE:
REGISTRATION NO. LA6667179

L-481

N:\LAKE WINNEMISSSETT\PHASE 2\ENGINEERING\L-481 DWG\L-481 2023\08\17 5:35 PM KEVEN STEELE

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Irrigation Concepts Inc.
3338 36th AVENUE NORTH, ST. PETERSBURG, FLORIDA 33713
(727) 521-0180 • fax (727) 521-0230

IRRIGATION DESIGN: PUMP & WELL #2 'B' TIMER

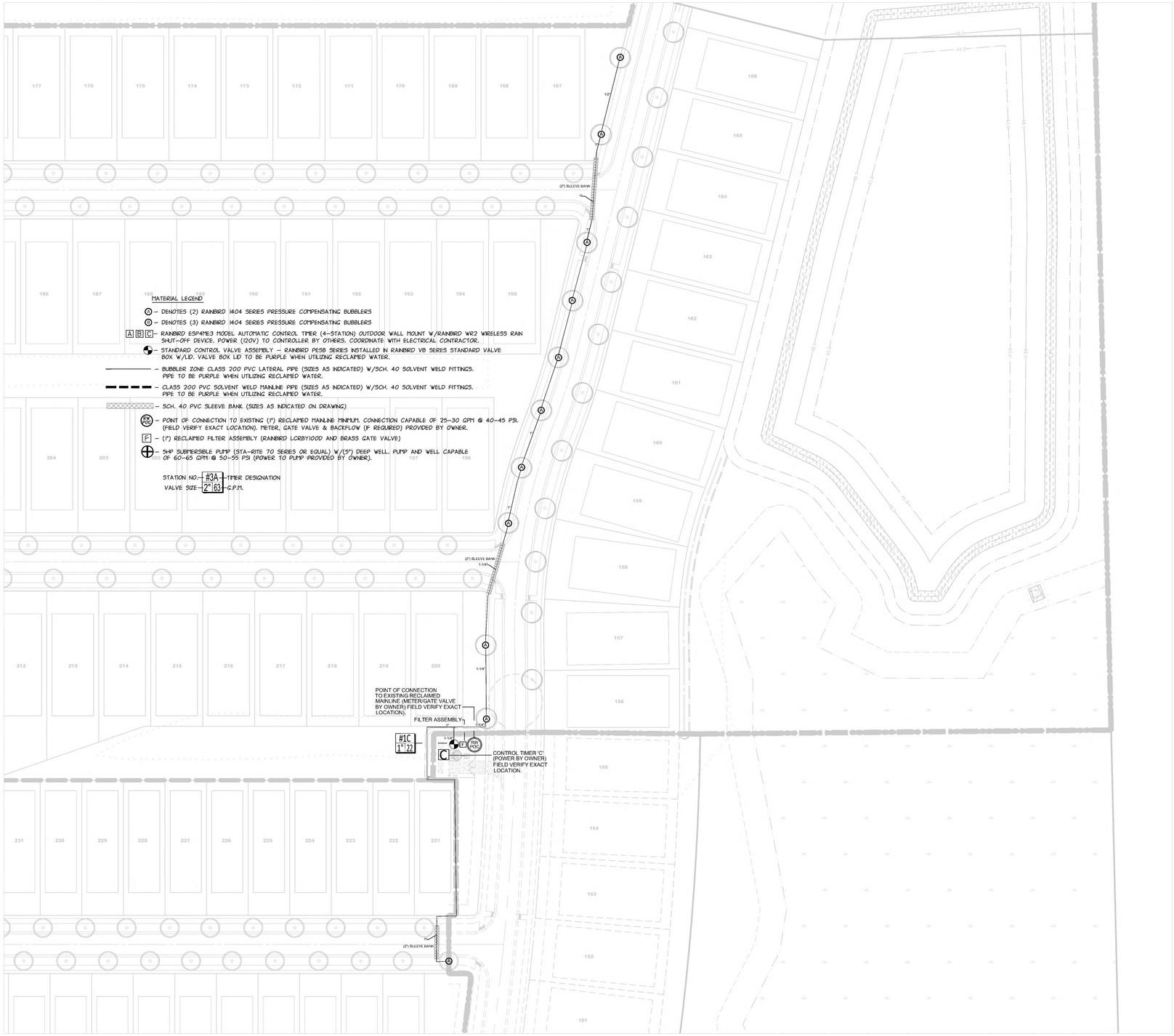
CRESSWIND PHASE II

DELAND, FLORIDA

Ronald Newberg
Digitally signed by Ronald Newberg
Date: 2023.06.08 07:33:44 -04'00'

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DATE	06/02/2023
SCALE	AS SHOWN
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IR-03
3 of 5



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IRRIGATION DESIGN: RECLAIMED CONNECTION 'C' TIMER

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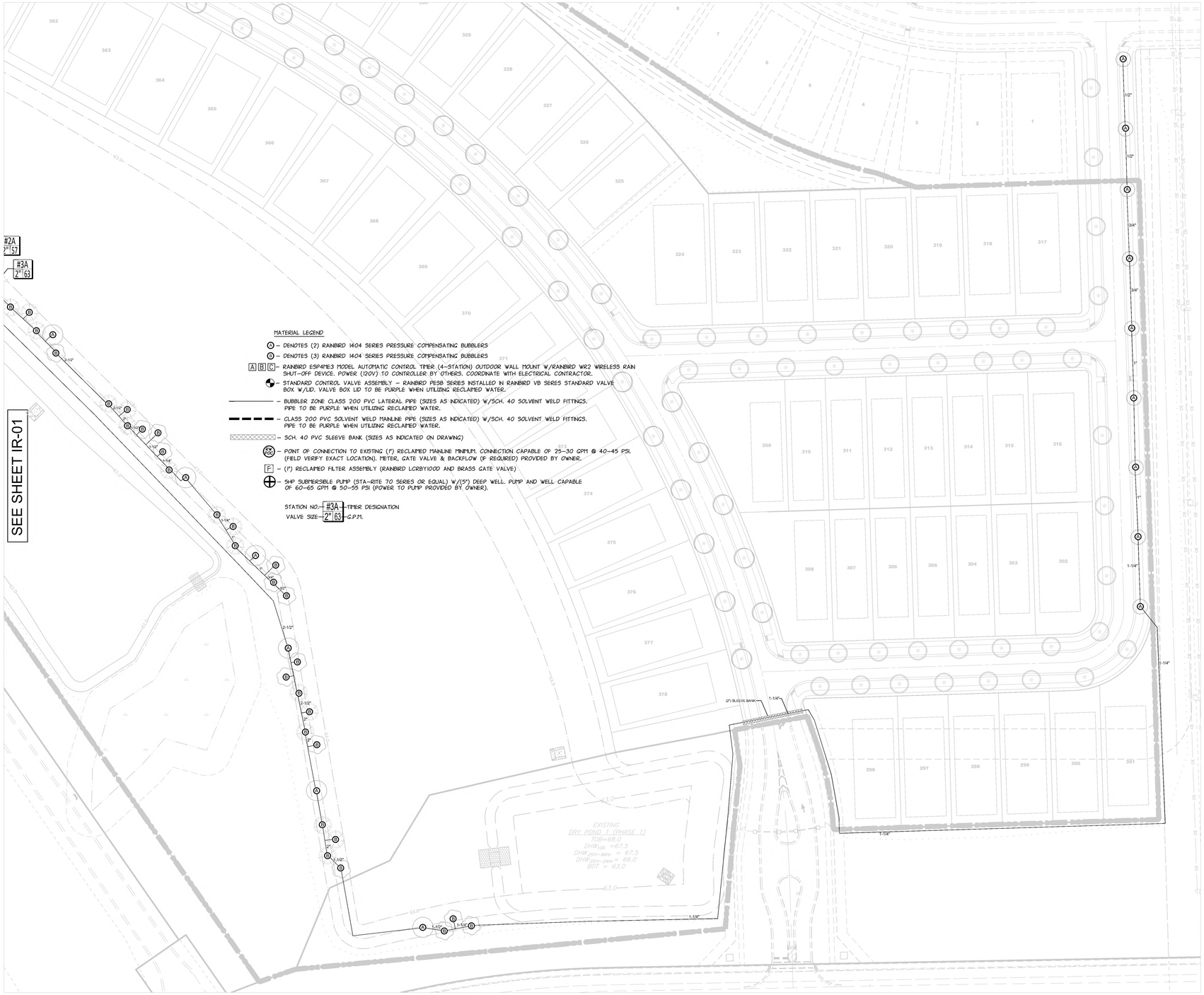
DELAND, FLORIDA

Ronald Newberg

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IR-04
4 of 5



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IRRIGATION DESIGN: PUMP & WELL #1 'A' TIMER

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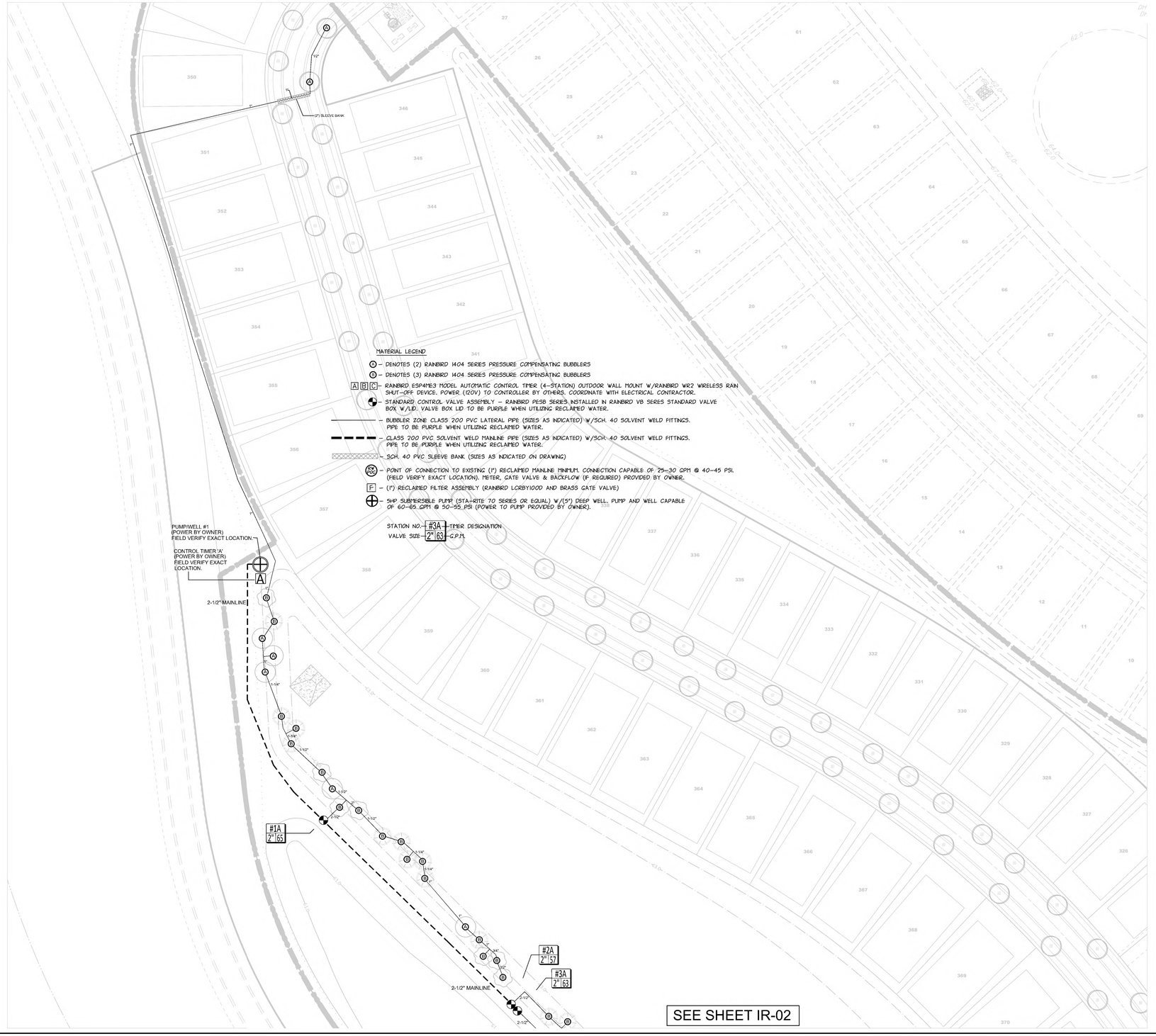
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Ronald Newberg

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IR-02
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IRRIGATION DESIGN: PUMP & WELL #1 'A' TIMER

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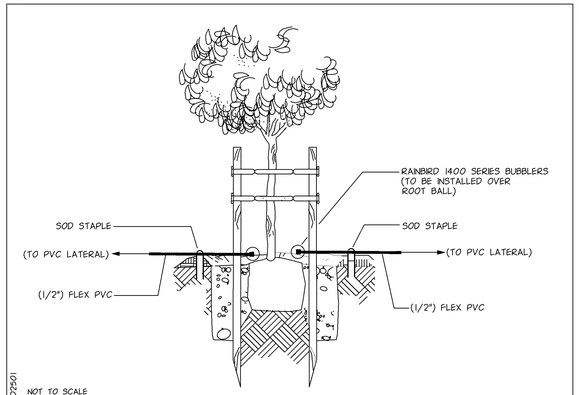
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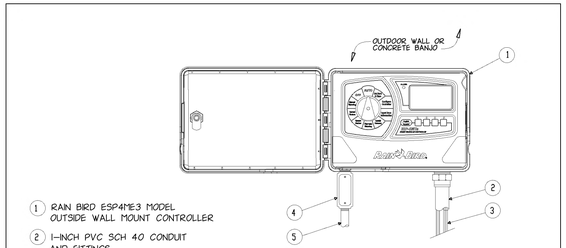
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1 of 5

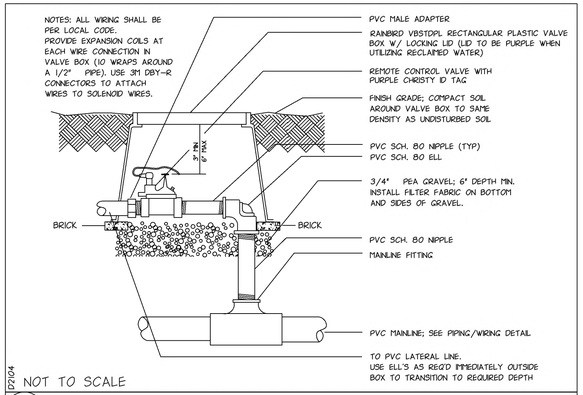


A TREE BUBBLER DETAIL

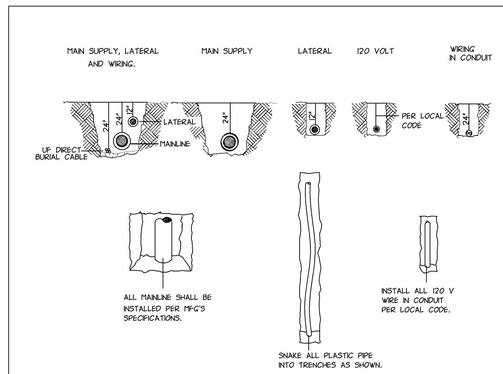


1. RAIN BIRD ESP4ME3 MODEL OUTSIDE WALL MOUNT CONTROLLER
2. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS
3. WIRES TO REMOTE CONTROL VALVES
4. JUNCTION BOX
5. 1/2-INCH PVC SCH 40 CONDUIT TO POWER SUPPLY

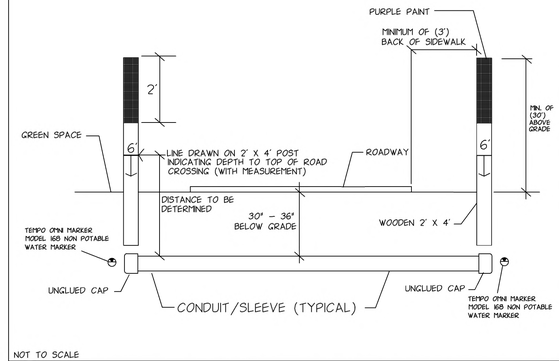
B CONTROL TIMER DETAIL



C CONTROL VALVE DETAIL (BUBBLER)



D TRENCH DETAIL



E SLEEVE W/DEPTH INDICATOR MARKING

1. PRESSURE COMPENSATING BUBBLERS TO BE INSTALLED ON ALL NEW TREES.
2. AUTOMATIC CONTROL TIMER LOCATION TO BE VERIFIED WITH ARCHITECT AND/OR OWNER. ALL CONTROL WIRE TO #14 GAUGE DIRECT BURIAL.
3. FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWING MUST BE IN THE BEST INTEREST OF THE TREES AND LANDSCAPE IRRIGATION SYSTEM. CHANGES MADE BY THE IRRIGATION CONTRACTOR WHICH ARE DEEMED, BY THE ARCHITECT AND/OR OWNER, NOT TO BE IN CONFORMITY WITH THIS CRITERIA WILL BE REMOVED AND REPLACED AT THE IRRIGATION CONTRACTOR'S EXPENSE. IF A QUESTION SHOULD ARISE AS TO THE BEST WAY TO COMPLETE A FIELD ALTERATION, CONTACT THE ARCHITECT AND/OR OWNER FOR APPROVAL.
4. THE CONTRACTOR SHALL STAKE OUT THE LOCATION OF EACH RUN OF PIPE, SPRINKLER HEADS, SPRINKLER VALVES PRIOR TO TRENCHING. TRENCHES FOR PIPE SHALL BE CUT TO REQUIRED GRADE LINES, AND COMPACTED TO PROVIDE ACCURATE GRADE AND UNIFORM BEARING FOR THE FULL LENGTH OF THE LINE. THE BOTTOM OF TRENCHES SHALL BE FREE OF ROCK OR OTHER SHARP EDGED OBJECTS. MINIMUM COVER SHALL BE AS FOLLOWS: PRESSURE MAINLINE 24" AT TOP OF PIPE TO FINISH GRADE. LATERAL PIPING 12" AT TOP OF PIPE FROM FINISH GRADE.
5. INITIAL BACKFILL ON PVC LINE SHALL BE PULVERIZED NATIVE FREE SOIL, FREE OF FOREIGN MATTER, WITHIN RADIUS OF 4" OF THE PIPE SHALL BE CLEAN SOIL OR SAND. PLANT LOCATIONS SHALL TAKE PRECEDENCE OVER SPRINKLER AND PIPE LOCATIONS. THE CONTRACTOR SHALL COORDINATE THE PLACING OF SPECIMEN TREES AND SHRUBS WITH THE ROUTING OF LINES AND FINAL HEAD LOCATIONS.
6. THE IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE THE PLACEMENT OF THE SPRINKLER EQUIPMENT AND LANDSCAPE MATERIAL WITHIN THE PLANTED AREAS. THE IRRIGATION CONTRACTOR SHALL INSTALL HIS MATERIAL AT THE EDGE OF THE PLANTED AREAS AVOIDING PLANTS, ROOT BALLS, LIGHTS, BOLLARDS, FENCES, ETC.
7. BEFORE BUBBLERS ARE SET, THE CONTRACTOR SHALL FLUSH THE LINES THOROUGHLY TO MAKE SURE THERE IS NO FOREIGN MATTER IN THE LINES. THE CONTRACTOR SHALL FLUSH THE MAIN LINES FROM FROM DEAD END FITTINGS FOR A MINIMUM OF FIVE MINUTES UNDER A FULL HEAD OF PRESSURE.
8. OPEN CUTS IN ASPHALT, WALKS AND/OR TRENCHES MUST BE PROTECTED FROM VEHICLE AND PEDESTRIAN TRAFFIC AT ALL TIMES. IT WILL BE THE IRRIGATION CONTRACTORS RESPONSIBILITY TO BARRICADE AND DIVERT TRAFFIC.
9. SLEEVING BENEATH SIDEWALKS (NOT SHOWN) SHALL BE LOCATED BY THE IRRIGATION CONTRACTOR. SIZE SLEEVING TWO TIMES LARGER THAN THE PIPE TO BE PLACED INSIDE THE SLEEVE. SLEEVING MATERIAL TO BE SCHEDULE 40 PVC. NO SLEEVING SHALL BE SMALLER THAN (2") SCHEDULE 40 PVC. SLEEVE ALL WIRE CROSSINGS EITHER IN CONDUIT (AS SPECIFIED) OR IN SCHEDULE 40 PVC PIPE (IF CONTROL WIRE IS DIRECT BURIAL).
10. ALL TRENCHES WITHIN (50') OF EXISTING TREES TO BE HAND EXCAVATED TO AVOID CONFLICTS W/TREES.
11. NO ROOTS SHALL BE CUT WITHIN (50') RADIUS OF ALL EXISTING TREES. IRRIGATION PIPES SHOULD BE DIRECTIONAL BORED WITHIN THIS (50') AREA.

VALVE SCHEDULES

CONTROLLER 'A' (PUMP AND WELL)

ZONE #1A – 65 GPM – 2" CONTROL VALVE – BUBBLER
ZONE #2A – 57 GPM – 2" CONTROL VALVE – BUBBLER
ZONE #3A – 63 GPM – 2" CONTROL VALVE – BUBBLER
STATION #4A IS OPEN

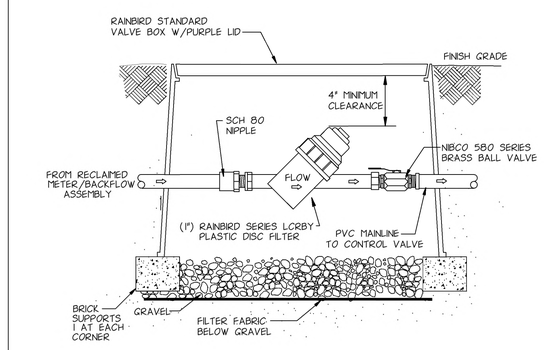
CONTROLLER 'B' (PUMP AND WELL)

ZONE #1B – 38 GPM – 1.5" CONTROL VALVE – BUBBLER
STATIONS #2B THROUGH #4B ARE OPEN

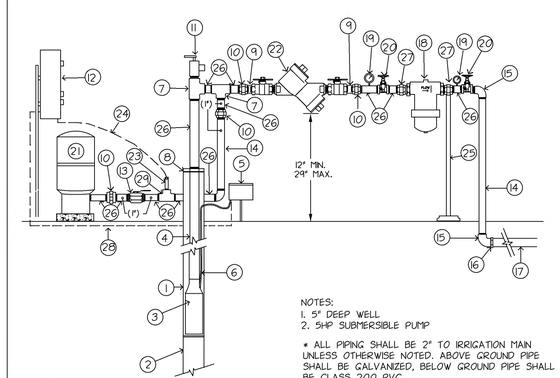
CONTROLLER 'C' (RECLAIMED WATER)

ZONE #1C – 22 GPM – 1" CONTROL VALVE – BUBBLER
STATIONS #2C THROUGH #4C ARE OPEN

F GENERAL NOTES/VALVE SCHEDULES



G RECLAIMED FILTER ASSEMBLY



LEGEND

1. WELL CASING (DEPTH TBD)
2. OPEN HOLE (DEPTH TBD)
3. 5HP SUBMERSIBLE PUMP w/3-PHASE MOTOR (PUMP AND WELL CAPABLE OF 60-65 GPM @ 45-50 PSI)
4. DROP PIPE (GALV. SCH 40)
5. JUNCTION BOX
6. SUBMERSIBLE CABLE
7. GALVANIZED TEE
8. WELL SEAL
9. 2" DIELECTRIC NIPPLE
10. GALVANIZED UNION
11. CLA-VAL #55F PRESSURE RELIEF VALVE (3/4")
12. 10HP (FOR 230V, SINGLE PHASE) ITT/GOULD SPD CONTROL PANEL (DERATE TO 50% FOR SINGLE PHASE INPUT)
13. (1") BRASS BALL VALVE
14. GALVANIZED PIPE
15. GALVANIZED ELBOW
16. PVC ADAPTER
17. IRRIGATION MAINLINE (SIZE AS PER PLANS)
18. 2" AMIAD T SUPER STST 100 MESH FILTER
19. 290 PSI PRESSURE GAUGE (LIQUID FILLED)
20. GATE VALVE
21. 20-GALLON PRESSURE TANK (ABOVE GROUND)
22. BACKFLOW DEVICE PER LOCAL CODE
23. PRESSURE TRANSDUCER (INCLUDED IN SPD PACKAGE)
24. TRANSDUCER CABLE (INCLUDED WITH TRANSDUCER)
25. PIPE SUPPORTS. (2) REQUIRED FOR LARGE PIPE AND (1) FOR 2" PIPE
26. GALVANIZED NIPPLE
27. SCHEDULE 80 PVC UNION
28. THREE PHASE POWER FROM VFD TO MOTOR
29. 1" X 1/2" GALVANIZED TEE

H IRRIGATION WELL AND VFD PUMP STATION

REVISION	DATE	BY

Irrigation Concepts, Inc.
3338 36th AVENUE NORTH, ST. PETERSBURG, FLORIDA 33713
(727) 521-0100 • Fax (727) 521-0030

IRRIGATION DETAILS

CRESSWIND PHASE II

DELAND, FLORIDA

Ronald Newberg
Digitally signed by Ronald Newberg
Date: 2023.06.08 07:34:46 -04'00'

DRAWN	GAB
CHECK	RMN
DATE	06/02/2023
SCALE	NA
FP #	

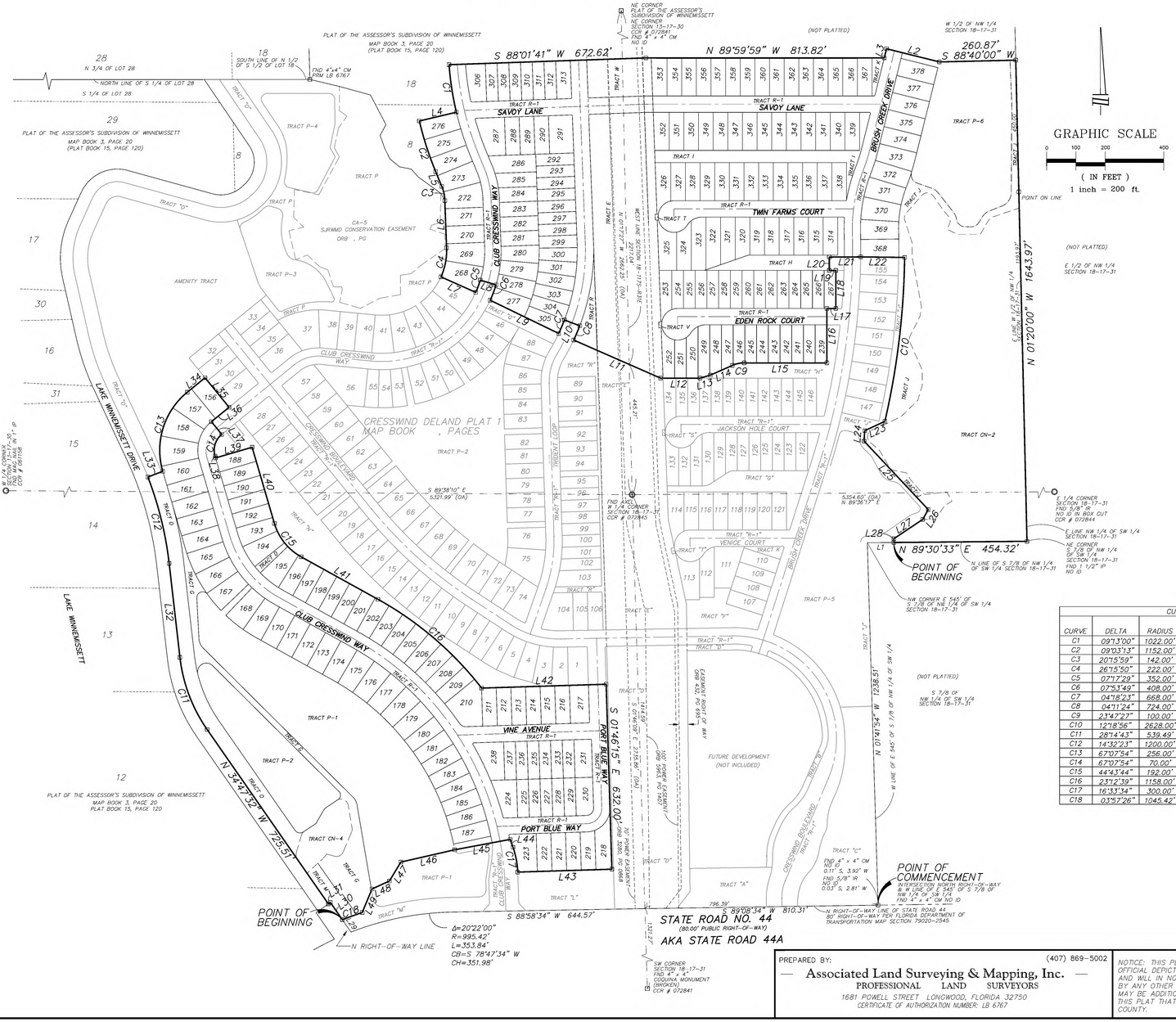
SHEET:
IR-05
5 of 5

P:\WORK IN PROGRESS\C ONCLUD IN\CRESSWIND PHASE 2\SP FILE\DRESSWIND PH 2 IRRIGATION\DRESSWIND IRRIGATION DETAILS TYLER.DWG Modified: 6/2/23 7:41 PM/mod: 6/8/23 7:10

CRESSWIND DELAND PLAT 2-3

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING A PORTION OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 16, 18 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK PAGE


NE CORNER PLAT OF THE ASSESSOR'S SUBDIVISION OF WINNEMISSETT
NE CORNER SECTION 13-17-30 CCR # 072841 FND 4" x 4" CM NO ID
PLAT OF THE ASSESSOR'S SUBDIVISION OF WINNEMISSETT MAP BOOK 3, PAGE 20 (PLAT BOOK 15, PAGE 120)
S 88°01'41" W 672.62'
N 89°59'59" W 813.82'
(NOT PLATTED)
W 1/2 OF NW 1/4 SECTION 18-17-31
260.87'
S 88°40'00" W
SOUTH LINE OF N 1/2 OF S 1/2 OF LOT 18
FND 4"x4" CM PRM LB 6767
NORTH LINE OF S 1/4 OF LOT 28
N 3/4 OF LOT 28
PLAT OF THE ASSESSOR'S SUBDIVISION OF WINNEMISSETT MAP BOOK 3, PAGE 20 (PLAT BOOK 15, PAGE 120)
SAVOY LANE
BRUSH CREEK DRIVE
TWIN FARMS COURT
EDEN ROCK COURT
JACKSON HOLE COURT
VENICE COURT
CLUB CRESSWIND WAY
CLUB CRESSWIND WAY
VINE AVENUE
PORT BLUE WAY
TRACT P-1
TRACT P-2
TRACT P-3
TRACT P-4
TRACT P-5
TRACT P-6
TRACT P
TRACT CN-2
TRACT CN-4
AMENITY TRACT
CA-5 SJRWMD CONSERVATION EASEMENT ORB , PG
TRACT "O"
TRACT "R-1"
TRACT "R-1"
TRACT "R-1

CRESSWIND DELAND PLAT 2-3

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING A PORTION OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 16, 18 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK PAGE



GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 inch = 60 ft.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	67°07'54"	98.00'	114.82'	S17°16'53"W	108.37'
C2	44°43'45"	350.00'	273.23'	S38°38'56"E	266.35'
C3	134°40'19"	20.32'	47.76'	S65°00'01"W	37.50'
C4	25°48'19"	508.00'	228.80'	S48°06'39"E	226.87'
C5	44°43'45"	192.00'	149.89'	S38°38'56"E	146.11'
C6	67°07'54"	70.00'	82.02'	S17°16'53"W	77.41'
C7	67°07'54"	256.00'	299.95'	S17°16'53"W	283.08'
C8	14°32'23"	1200.00'	304.52'	N13°49'01"W	303.70'
C9	67°07'54"	126.00'	147.63'	S17°16'53"W	139.33'
C10	16°24'38"	126.00'	36.09'	S42°38'31"W	35.97'
C11	23°21'10"	126.00'	51.36'	S22°45'37"W	51.00'
C12	23°21'10"	126.00'	51.36'	S00°35'33"E	51.00'
C13	04°00'56"	126.00'	8.83'	S14°16'36"E	8.83'
C14	44°43'45"	378.00'	295.09'	S38°38'56"E	287.66'
C15	1°43'21"	378.00'	11.36'	S17°08'44"E	11.36'
C16	08°36'02"	378.00'	56.74'	S22°18'26"E	56.69'
C17	08°36'02"	378.00'	56.74'	S30°54'28"E	56.69'
C18	08°36'02"	378.00'	56.74'	S39°30'30"E	56.69'
C19	02°38'20"	378.00'	17.41'	S45°07'41"E	17.41'
C20	08°36'09"	378.00'	56.75'	S50°44'55"E	56.70'
C21	05°57'48"	378.00'	39.34'	S58°01'54"E	39.33'
C22	44°43'45"	322.00'	251.38'	S38°38'56"E	245.04'
C23	08°15'34"	322.00'	46.42'	S20°24'51"E	46.38'
C24	14°12'32"	322.00'	79.85'	S31°38'54"E	79.65'
C25	05°01'36"	322.00'	28.25'	S41°15'58"E	28.24'
C26	14°12'32"	322.00'	79.85'	S50°53'02"E	79.65'
C27	03°01'30"	322.00'	17.00'	S59°30'03"E	17.00'
C28	08°15'34"	192.00'	27.68'	S20°24'51"E	27.65'
C29	14°12'32"	192.00'	47.61'	S31°38'54"E	47.49'
C30	05°01'36"	192.00'	16.84'	S41°15'58"E	16.84'
C31	14°12'32"	192.00'	47.61'	S50°53'02"E	47.49'
C32	03°01'30"	192.00'	10.14'	S59°30'03"E	10.14'
C33	18°55'26"	508.00'	167.78'	S25°44'46"E	167.02'
C34	01°43'21"	508.00'	15.27'	S17°08'44"E	15.27'
C35	08°36'02"	508.00'	76.26'	S22°18'26"E	76.18'
C36	08°36'02"	508.00'	76.26'	S30°54'28"E	76.18'
C37	08°36'02"	508.00'	76.26'	S39°30'30"E	76.18'
C38	02°38'20"	508.00'	23.40'	S45°07'41"E	23.39'
C39	08°36'09"	508.00'	76.27'	S50°44'55"E	76.20'
C40	05°57'48"	508.00'	52.87'	S58°01'54"E	52.85'
C41	16°24'38"	256.00'	73.32'	S42°38'31"W	73.07'
C42	23°21'10"	256.00'	104.34'	S22°45'37"W	103.62'
C43	23°21'10"	256.00'	104.34'	S00°35'33"E	103.62'
C44	04°00'56"	256.00'	17.94'	S14°16'36"E	17.94'
C293	08°53'22"	1250.00'	193.94'	S10°59'30"E	193.74'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°47'57"E	80.43'
L2	N28°59'12"E	56.00'
L3	S61°00'48"E	39.34'
L4	S61°00'48"E	18.40'
L5	N61°00'48"W	39.34'
L6	N73°42'56"E	130.00'
L7	S16°17'04"E	6.67'
L8	N39°09'10"W	56.00'
L9	S50°50'50"W	77.86'
L10	S39°09'10"E	130.00'
L11	S50°50'50"W	77.86'
L12	N68°54'48"E	54.27'
L13	S61°00'48"E	39.34'
L14	S61°00'48"E	18.40'
L15	N61°00'48"W	18.40'
L16	S16°17'04"E	20.93'
L17	S16°17'04"E	20.93'
L18	N50°50'50"E	17.86'
L19	N50°50'50"E	17.86'

PREPARED BY:
(407) 869-5002
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CRESSWIND DELAND PLAT 2-3

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING A PORTION OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 16, 18 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA CITY OF DELAND

MAP BOOK PAGE



GRAPHIC SCALE

0 30 60 120

(IN FEET)

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C45	16°33'34"	300.00'	86.71'	N10°55'55"W	86.40'
C46	28°53'02"	1000.00'	504.12'	N25°03'13"W	498.80'
C47	02°57'52"	1000.00'	51.74'	N12°05'38"W	51.73'
C48	19°33'59"	1000.00'	341.50'	N23°21'33"W	339.84'
C49	06°21'11"	1000.00'	110.88'	N36°19'08"W	110.83'
C50	90°00'00"	53.00'	83.25'	N43°13'45"E	74.95'
C51	107°26'27"	4.00'	7.50'	S34°30'31"W	6.45'
C52	90°00'00"	81.00'	127.23'	N43°13'45"E	114.55'
C53	19°04'01"	81.00'	26.96'	N78°41'44"E	26.83'
C54	70°55'59"	81.00'	100.28'	N33°41'44"E	94.00'
C55	76°44'50"	4.00'	5.36'	S53°23'50"E	4.97'
C56	90°00'00"	25.00'	39.27'	N43°13'45"E	35.36'
C57	90°00'00"	4.00'	6.28'	N46°46'15"W	5.66'
C58	118°15'27"	4.00'	8.26'	S29°06'01"W	6.87'
C59	15°00'17"	1028.00'	269.21'	N22°31'34"W	268.44'
C60	07°36'16"	1028.00'	136.44'	N26°13'34"W	136.34'
C61	07°24'01"	1028.00'	132.78'	N18°43'26"W	132.68'
C62	90°00'00"	4.00'	6.28'	N43°13'45"E	5.66'
C63	56°59'41"	25.00'	24.87'	S63°16'24"E	23.86'
C64	04°43'10"	1028.00'	84.68'	N37°08'09"W	84.65'

LINE TABLE		
LINE	BEARING	LENGTH
L20	N19°12'42"W	28.46'
L21	S79°23'18"W	34.83'
L22	S19°12'42"E	41.40'
L23	S19°12'42"E	12.94'

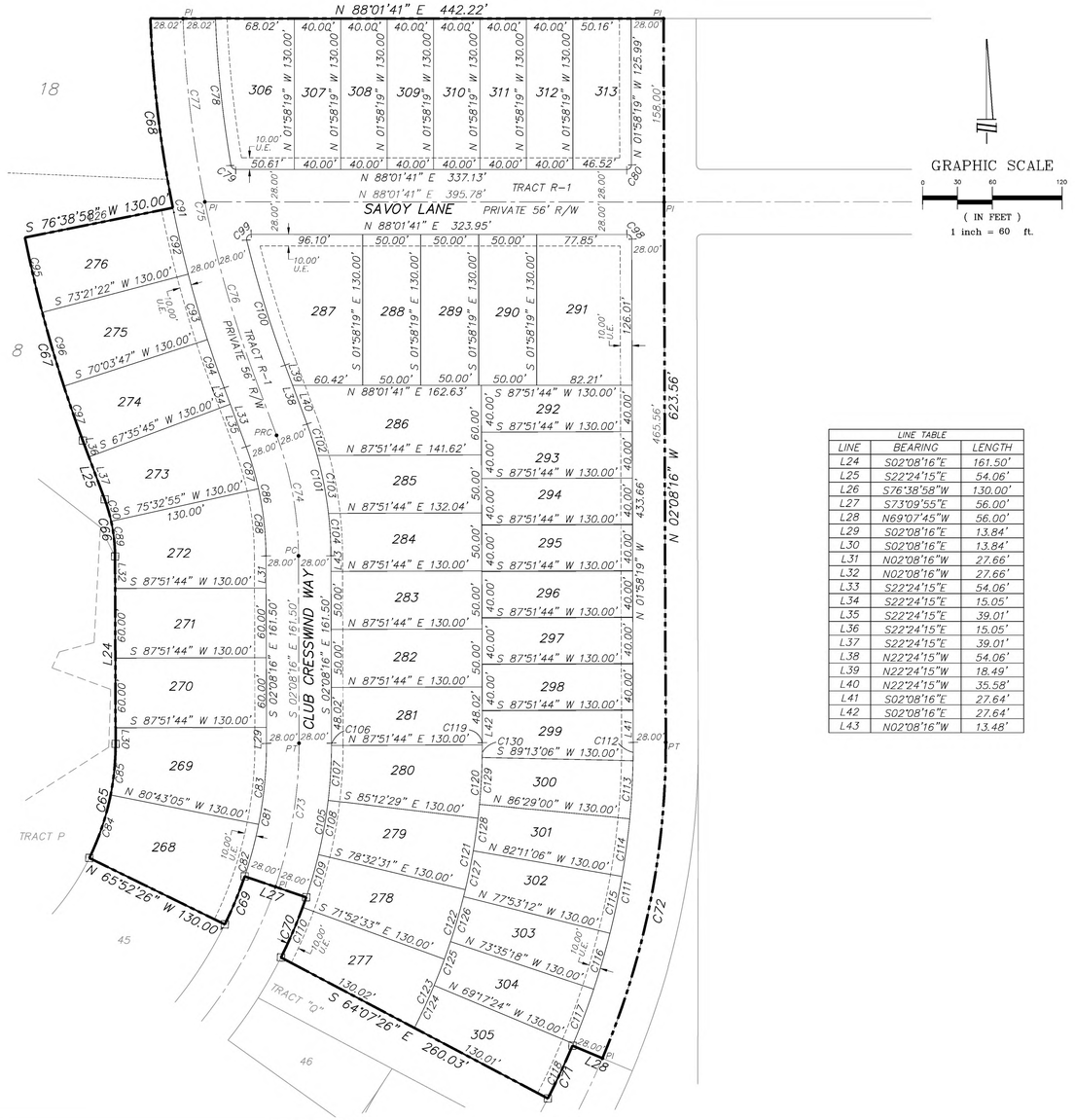
PREPARED BY: (407) 869-5002
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CRESSWIND DELAND PLAT 2-3

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING A PORTION OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 16, 18 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK PAGE



LINE TABLE		
LINE	BEARING	LENGTH
L24	S02°08'16"E	161.50'
L25	S22°24'15"E	54.06'
L26	S76°38'58"W	130.00'
L27	S73°09'55"E	56.00'
L28	N69°07'45"W	56.00'
L29	S02°08'16"E	13.84'
L30	S02°08'16"E	13.84'
L31	N02°08'16"W	27.66'
L32	N02°08'16"W	27.66'
L33	S22°24'15"E	54.06'
L34	S22°24'15"E	15.05'
L35	S22°24'15"E	39.01'
L36	S22°24'15"E	15.05'
L37	S22°24'15"E	39.01'
L38	N22°24'15"W	54.06'
L39	N22°24'15"W	18.49'
L40	N22°24'15"W	35.58'
L41	S02°08'16"E	27.64'
L42	S02°08'16"E	27.64'
L43	N02°08'16"W	13.48'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C65	26°15'50"	222.00'	101.76'	N10°59'39"E	100.87'
C66	20°15'59"	142.00'	50.23'	N12°16'16"W	49.97'
C67	09°03'13"	1152.00'	182.03'	S17°52'39"E	181.85'
C68	09°13'00"	1022.00'	164.40'	S08°44'32"E	164.22'
C69	07°17'29"	352.00'	44.80'	N20°28'50"E	44.77'
C70	07°53'49"	408.00'	56.23'	N20°47'00"E	56.19'
C71	04°18'22"	668.00'	50.21'	N23°01'26"E	50.19'
C72	23°00'31"	696.00'	279.50'	N09°22'00"E	277.62'
C73	18°58'21"	380.00'	125.83'	N07°20'55"E	125.26'
C74	20°15'59"	300.00'	106.12'	N12°16'16"W	105.56'
C75	09°10'55"	994.00'	159.29'	S08°47'09"E	159.12'
C76	09°01'39"	994.00'	156.61'	S17°53'26"E	156.45'
C77	09°10'55"	994.00'	159.29'	S08°47'09"E	159.12'
C78	07°33'42"	966.00'	127.49'	S08°02'25"E	127.40'
C79	80°09'03"	4.00'	5.60'	S51°53'48"E	5.15'
C80	90°09'57"	4.00'	6.29'	N42°56'42"E	5.67'
C81	18°58'21"	352.00'	116.56'	N07°20'55"E	116.03'
C82	14°50'39"	352.00'	91.20'	N16°42'15"E	90.94'
C83	11°25'11"	352.00'	70.16'	N03°34'20"E	70.04'
C84	14°50'39"	222.00'	57.52'	N16°42'15"E	57.36'
C85	11°25'11"	222.00'	44.25'	N03°34'20"E	44.17'
C86	20°15'59"	272.00'	96.21'	N12°16'16"W	95.71'
C87	07°57'10"	272.00'	37.75'	N18°25'40"W	37.72'
C88	12°18'49"	272.00'	58.46'	N08°17'41"W	58.34'
C89	12°18'49"	142.00'	30.52'	N08°17'41"W	30.46'
C90	07°57'10"	142.00'	19.71'	N18°25'40"W	19.69'
C91	18°16'13"	1022.00'	325.89'	S13°16'09"E	324.51'
C92	03°17'36"	1022.00'	58.74'	S14°59'50"E	58.73'
C93	03°17'36"	1022.00'	58.74'	S18°17'26"E	58.73'
C94	02°28'02"	1022.00'	44.01'	S21°10'14"E	44.01'
C95	03°17'36"	1152.00'	66.21'	S14°59'50"E	66.20'
C96	03°17'36"	1152.00'	66.21'	S18°17'26"E	66.20'
C97	02°28'02"	1152.00'	49.61'	S21°10'14"E	49.60'
C98	89°50'03"	4.00'	6.27'	N47°03'18"W	5.65'
C99	103°44'38"	4.00'	7.24'	S36°09'22"W	6.29'
C100	06°41'18"	966.00'	112.77'	S19°03'36"E	112.70'
C101	20°15'59"	328.00'	116.02'	N12°16'16"W	115.42'
C102	04°58'21"	328.00'	28.47'	N19°55'05"W	28.46'
C103	08°54'07"	328.00'	50.96'	N12°58'52"W	50.91'
C104	06°23'32"	328.00'	36.59'	N05°20'02"W	36.57'
C105	18°58'21"	408.00'	135.10'	N07°20'55"E	134.49'
C106	00°16'41"	408.00'	1.98'	N01°59'56"W	1.98'
C107	06°39'07"	408.00'	47.37'	N01°27'58"E	47.34'
C108	06°39'58"	408.00'	47.47'	N08°07'30"E	47.44'
C109	06°39'58"	408.00'	47.47'	N14°47'28"E	47.44'
C110	06°36'27"	408.00'	47.05'	N21°25'40"E	47.03'
C111	23°00'31"	668.00'	268.25'	N09°22'00"E	266.45'
C112	01°21'22"	668.00'	15.81'	N01°27'35"W	15.81'
C113	04°17'54"	668.00'	50.11'	N01°22'03"E	50.10'
C114	04°17'54"	668.00'	50.11'	N05°39'57"E	50.10'
C115	04°17'54"	668.00'	50.11'	N09°57'51"E	50.10'
C116	04°17'54"	668.00'	50.11'	N14°15'45"E	50.10'
C117	04°17'54"	668.00'	50.11'	N18°33'39"E	50.10'
C118	04°28'02"	668.00'	52.08'	N22°56'37"E	52.07'
C119	00°12'39"	538.00'	1.98'	N02°01'57"W	1.98'
C120	06°43'08"	538.00'	63.09'	N01°25'57"E	63.05'
C121	06°39'58"	538.00'	62.59'	N08°07'30"E	62.56'
C122	06°39'58"	538.00'	62.59'	N14°47'28"E	62.56'
C123	06°53'03"	538.00'	64.64'	N21°33'58"E	64.60'
C124	04°17'54"	538.00'	40.36'	N22°51'33"E	40.35'
C125	04°17'54"	538.00'	40.36'	N18°33'39"E	40.35'
C126	04°17'54"	538.00'	40.36'	N14°15'45"E	40.35'
C127	04°17'54"	538.00'	40.36'	N09°57'51"E	40.35'
C128	04°17'54"	538.00'	40.36'	N05°39'57"E	40.35'
C129	04°17'54"	538.00'	40.36'	N01°22'03"E	40.35'
C130	01°21'22"	538.00'	12.73'	N01°27'35"W	12.73'

PREPARED BY:
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767
(407) 869-5002

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CRESSWIND DELAND PLAT 2-3

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING A PORTION OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 16, 18 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK PAGE



LINE TABLE		
LINE	BEARING	LENGTH
L44	S61°00'48"E	39.34'
L45	S28°59'12"W	56.00'
L46	S61°00'48"E	18.40'
L47	S61°00'48"E	36.60'
L48	S61°00'48"E	36.60'
L49	S61°00'48"E	5.66'
L50	S61°00'48"E	10.72'
L51	N79°23'18"E	158.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C131	50°24'07"	1000.00'	879.68'	N35°48'45"W	851.59'
C132	21°31'05"	1000.00'	375.56'	N50°15'16"W	373.36'
C133	28°53'02"	1000.00'	504.12'	N25°03'13"W	498.80'
C134	21°17'06"	1158.00'	430.19'	N50°22'15"W	427.72'
C135	02°10'10"	1158.00'	43.85'	N59°55'43"W	43.84'
C136	02°43'45"	1158.00'	55.16'	N57°28'46"W	55.15'
C137	02°43'47"	1158.00'	55.17'	N54°45'00"W	55.16'
C138	02°43'49"	1158.00'	55.18'	N52°01'12"W	55.18'
C139	02°43'51"	1158.00'	55.19'	N49°17'22"W	55.19'
C140	02°43'53"	1158.00'	55.20'	N46°33'30"W	55.20'
C141	02°43'55"	1158.00'	55.21'	N43°49'36"W	55.21'
C142	02°43'57"	1158.00'	55.23'	N41°05'41"W	55.22'
C143	21°31'05"	1028.00'	386.08'	N50°15'16"W	383.81'
C144	02°25'11"	1028.00'	43.41'	N59°48'13"W	43.41'
C145	02°43'42"	1028.00'	48.95'	N57°13'47"W	48.95'
C146	02°43'42"	1028.00'	48.95'	N54°30'04"W	48.95'
C147	02°43'42"	1028.00'	48.95'	N51°46'22"W	48.95'
C148	02°43'42"	1028.00'	48.95'	N49°02'40"W	48.95'
C149	02°43'42"	1028.00'	48.95'	N46°18'58"W	48.95'
C150	02°43'42"	1028.00'	48.95'	N43°35'16"W	48.95'
C151	02°43'42"	1028.00'	48.95'	N40°51'34"W	48.95'
C152	50°24'07"	972.00'	855.05'	N35°48'45"W	827.74'
C153	01°35'34"	972.00'	27.02'	N60°13'02"W	27.02'
C154	04°06'28"	972.00'	69.69'	N57°22'01"W	69.67'
C155	04°06'28"	972.00'	69.69'	N53°15'32"W	69.67'
C156	04°06'28"	972.00'	69.69'	N49°09'04"W	69.67'
C157	04°06'28"	972.00'	69.69'	N45°02'35"W	69.67'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C158	04°06'28"	972.00'	69.69'	N40°56'07"W	69.67'
C159	03°21'49"	972.00'	57.06'	N37°11'58"W	57.05'
C160	03°21'49"	972.00'	57.06'	N33°50'09"W	57.05'
C161	03°21'49"	972.00'	57.06'	N30°28'20"W	57.05'
C162	03°21'49"	972.00'	57.06'	N27°06'31"W	57.05'
C163	03°21'49"	972.00'	57.06'	N23°44'42"W	57.05'
C164	03°21'49"	972.00'	57.06'	N20°22'53"W	57.05'
C165	03°21'49"	972.00'	57.06'	N17°01'04"W	57.05'
C166	03°21'49"	972.00'	57.06'	N13°39'15"W	57.05'
C167	01°21'39"	972.00'	23.09'	N11°17'31"W	23.09'
C168	50°24'07"	842.00'	740.69'	N35°48'45"W	717.04'
C169	01°35'34"	842.00'	23.40'	N60°13'02"W	23.40'
C170	04°06'28"	842.00'	60.37'	N57°22'01"W	60.36'
C171	04°06'28"	842.00'	60.37'	N53°15'32"W	60.36'
C172	04°06'28"	842.00'	60.37'	N49°09'04"W	60.36'
C173	04°06'28"	842.00'	60.37'	N45°02'35"W	60.36'
C174	04°06'28"	842.00'	60.37'	N40°56'07"W	60.36'
C175	03°21'49"	842.00'	49.43'	N37°11'58"W	49.42'
C176	03°21'49"	842.00'	49.43'	N33°50'09"W	49.42'
C177	03°21'49"	842.00'	49.43'	N30°28'20"W	49.42'
C178	03°21'49"	842.00'	49.43'	N27°06'31"W	49.42'
C179	03°21'49"	842.00'	49.43'	N23°44'42"W	49.42'
C180	03°21'49"	842.00'	49.43'	N20°22'53"W	49.42'
C181	03°21'49"	842.00'	49.43'	N17°01'04"W	49.42'
C182	03°21'49"	842.00'	49.43'	N13°39'15"W	49.42'
C183	01°21'39"	842.00'	20.00'	N11°17'31"W	20.00'

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CRESSWIND DELAND PLAT 2-3

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CITY OF DELAND

MAP BOOK PAGE

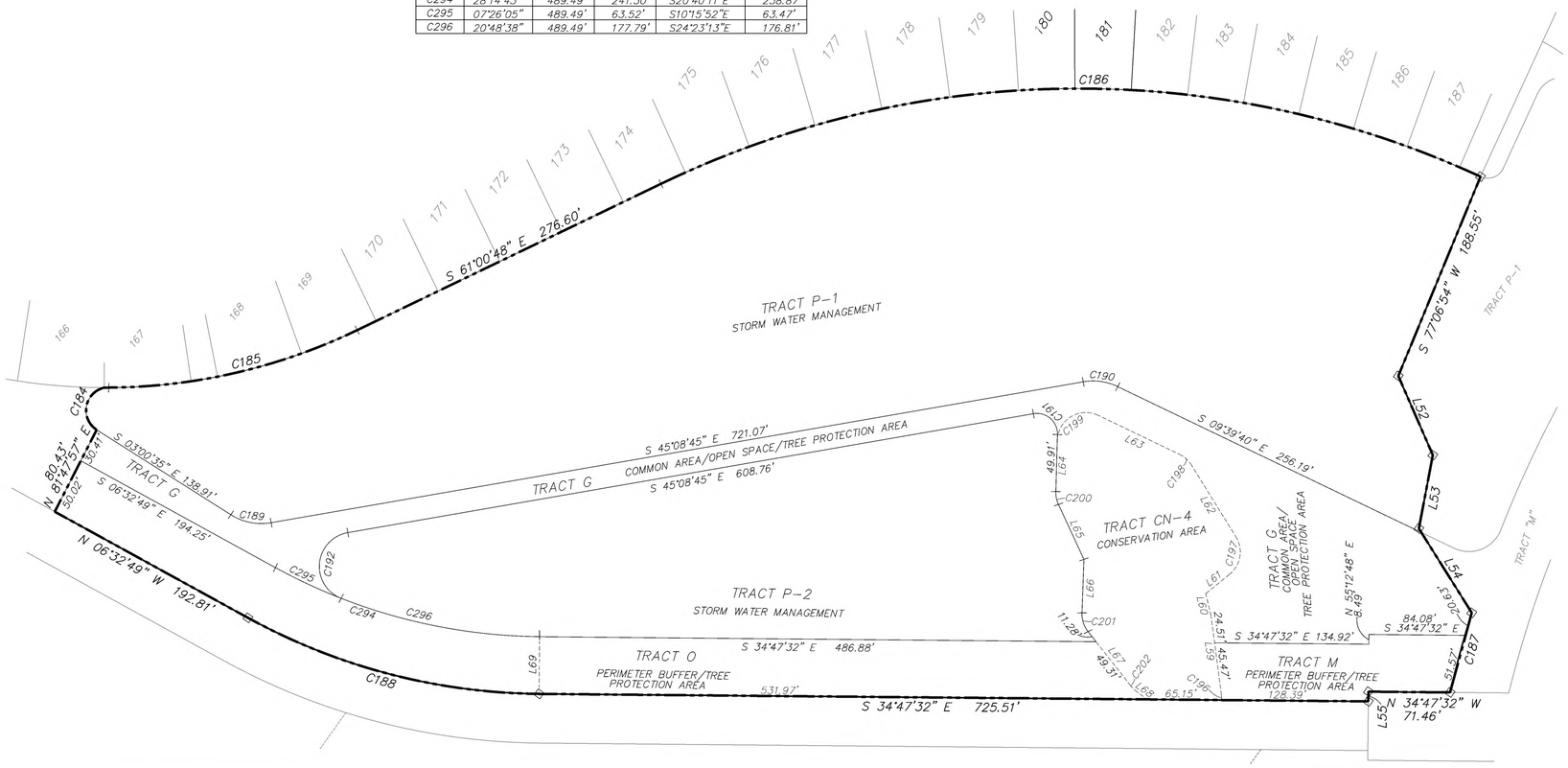
GRAPHIC SCALE
0 30 60 120
(IN FEET)

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C184	147°21'59"	20.00'	51.44'	S70°40'25"W	38.39'
C185	25°22'13"	508.00'	224.94'	S48°19'42"E	223.11'
C186	50°24'07"	842.00'	740.69'	N35°48'45"W	717.04'
C187	03°57'26"	1045.42'	72.20'	S69°56'10"W	72.19'
C188	28°14'43"	539.49'	265.95'	S20°40'11"E	263.27'
C189	42°08'10"	50.00'	36.77'	S24°04'40"E	35.95'
C190	35°29'05"	50.00'	30.97'	N27°24'13"W	30.47'
C191	148°50'09"	18.00'	31.87'	N05°34'29"E	27.87'
C192	101°26'29"	30.00'	77.93'	N60°26'10"E	57.79'
C193	88°25'22"	20.00'	30.87'	S79°00'13"E	27.89'
C194	101°26'29"	15.00'	26.56'	N05°34'29"E	23.22'
C195	26°30'10"	27.00'	12.49'	S43°02'38"W	12.38'
C196	11°25'40"	25.00'	4.99'	N52°54'49"E	4.98'
C197	82°40'20"	25.00'	36.07'	N64°14'18"E	33.02'
C198	32°33'48"	25.00'	14.21'	N06°37'14"E	14.02'
C199	114°02'36"	25.00'	49.76'	N66°40'58"W	41.94'
C200	26°30'10"	25.00'	11.56'	S43°02'38"W	11.46'
C201	40°17'43"	25.00'	17.58'	S36°38'15"W	17.22'
C202	14°58'26"	25.00'	6.53'	S09°00'11"W	6.52'
C294	28°14'43"	489.49'	241.30'	S20°40'11"E	238.87'
C295	07°26'05"	489.49'	63.52'	S10°15'52"E	63.47'
C296	20°48'38"	489.49'	177.79'	S24°23'13"E	176.81'

LINE TABLE

LINE	BEARING	LENGTH
L52	S31°06'55"W	75.48'
L53	S65°26'54"W	65.39'
L54	S22°33'27"W	86.99'
L55	S55°12'24"W	8.49'
L59	N47°11'59"E	69.98'
L60	N40°45'08"E	19.18'
L61	S74°25'32"E	27.13'
L62	N22°54'08"E	73.84'
L63	N09°39'40"W	79.01'
L64	S56°17'44"W	44.90'
L65	S29°47'33"W	52.95'
L66	S56°47'06"W	46.81'
L67	S16°29'24"W	60.59'
L68	S01°30'58"W	11.85'
L69	N55°12'28"E	51.49'



PREPARED BY:
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CRESSWIND DELAND PLAT 2-3

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CITY OF DELAND

MAP BOOK PAGE

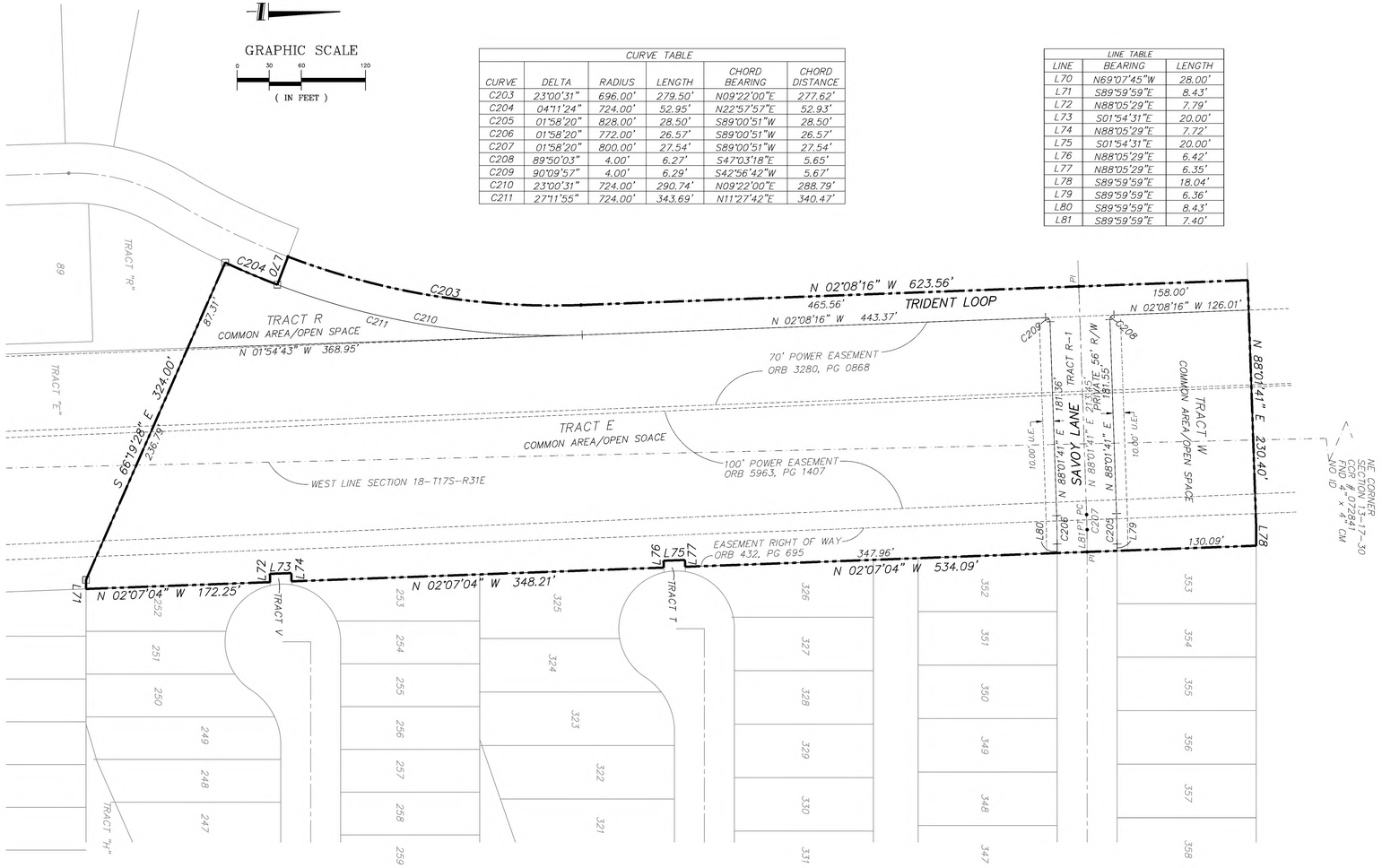
GRAPHIC SCALE
0 30 60 120
(IN FEET)

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C203	23°00'31"	696.00'	279.50'	N09°22'00"E	277.62'
C204	04°11'24"	724.00'	52.95'	N22°57'57"E	52.93'
C205	01°58'20"	828.00'	28.50'	S89°00'51"W	28.50'
C206	01°58'20"	772.00'	26.57'	S89°00'51"W	26.57'
C207	01°58'20"	800.00'	27.54'	S89°00'51"W	27.54'
C208	89°50'03"	4.00'	6.27'	S47°03'18"E	5.65'
C209	90°09'57"	4.00'	6.29'	S42°56'42"W	5.67'
C210	23°00'31"	724.00'	290.74'	N09°22'00"E	288.79'
C211	27°11'55"	724.00'	343.69'	N11°27'42"E	340.47'

LINE TABLE

LINE	BEARING	LENGTH
L70	N69°07'45"W	28.00'
L71	S89°59'59"E	8.43'
L72	N88°05'29"E	7.79'
L73	S01°54'31"E	20.00'
L74	N88°05'29"E	7.72'
L75	S01°54'31"E	20.00'
L76	N88°05'29"E	6.42'
L77	N88°05'29"E	6.35'
L78	S89°59'59"E	18.04'
L79	S89°59'59"E	6.36'
L80	S89°59'59"E	8.43'
L81	S89°59'59"E	7.40'



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CRESSWIND DELAND PLAT 2-3

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CITY OF DELAND

MAP BOOK PAGE

SHEET 10 OF 14



GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 inch = 60 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L82	S89°59'59"E	18.96'
L83	N89°59'59"W	13.48'
L84	N00°00'01"E	26.00'
L85	N88°05'29"E	6.42'
L86	S01°54'31"E	20.00'
L87	N88°05'29"E	6.35'
L88	N88°05'29"E	4.50'
L89	N88°05'29"E	4.58'
L90	N88°05'29"E	10.93'
L91	N88°05'29"E	10.93'
L92	N00°00'01"E	45.46'
L93	S89°40'13"W	79.04'
L94	N14°00'00"E	32.21'
L95	S76°00'00"E	28.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C212	7°13'04"	600.00'	75.59'	N17°36'32"E	75.54'
C213	22°29'11"	550.00'	215.85'	S09°58'29"W	214.47'
C214	14°12'04"	550.00'	136.32'	S14°07'02"W	135.97'
C215	08°17'07"	550.00'	79.53'	S02°52'27"W	79.46'
C216	01°58'53"	2450.00'	84.73'	N00°16'40"W	84.72'
C217	01°59'37"	2422.00'	84.27'	N00°16'18"W	84.27'
C218	04°44'05"	578.00'	47.76'	S01°05'56"W	47.75'
C219	93°27'57"	4.00'	6.53'	N43°16'00"W	5.83'
C220	57°03'11"	60.00'	59.75'	S61°28'25"W	57.31'
C221	37°29'27"	60.00'	39.26'	S71°15'17"W	38.56'
C222	19°33'45"	60.00'	20.49'	S42°43'42"W	20.39'
C223	237°02'43"	54.00'	223.41'	S28°31'49"E	94.89'
C224	47°17'59"	54.00'	44.58'	N56°35'49"E	43.32'
C225	87°10'22"	54.00'	82.16'	S56°10'00"E	74.46'
C226	21°20'38"	54.00'	20.12'	S01°54'31"E	20.00'
C227	69°38'16"	54.00'	65.63'	S43°34'56"W	61.67'
C228	11°35'28"	54.00'	10.92'	S84°11'48"W	10.91'
C229	80°11'16"	4.00'	5.60'	N49°54'23"E	5.15'
C230	11°24'19"	578.00'	115.06'	S15°30'55"W	114.87'
C231	07°13'04"	572.00'	72.06'	N17°36'32"E	72.01'
C232	103°59'59"	4.00'	7.26'	N38°00'00"W	6.30'
C233	76°00'01"	4.00'	5.31'	N52°00'00"E	4.93'

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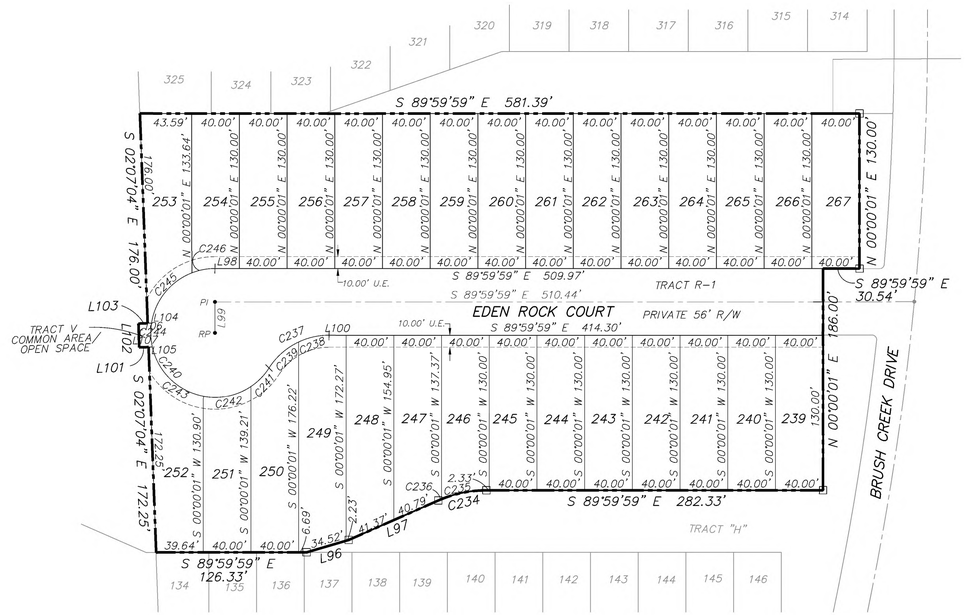
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CRESSWIND DELAND PLAT 2-3

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CITY OF DELAND

MAP BOOK PAGE

SHEET 11 OF 14



GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 inch = 60 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L96	N73°37'56"E	36.75'
L97	N66°12'34"E	82.17'
L98	S89°59'59"E	20.51'
L99	N00°00'01"E	26.00'
L100	S89°59'59"E	14.30'
L101	N88°05'29"E	7.79'
L102	S01°54'31"E	20.00'
L103	N88°05'29"E	7.72'
L104	N88°05'29"E	3.21'
L105	N88°05'29"E	3.14'
L106	N88°05'29"E	10.93'
L107	N88°05'29"E	10.93'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C234	23°47'27"	100.00'	41.52'	S78°06'17"W	41.23'
C235	22°07'40"	100.00'	38.62'	S78°56'11"W	38.38'
C236	01°39'47"	100.00'	2.90'	S67°02'27"W	2.90'
C237	57°03'12"	60.00'	59.75'	S61°28'25"W	57.31'
C238	25°11'35"	60.00'	26.38'	S77°24'13"W	26.17'
C239	31°51'37"	60.00'	33.36'	S48°52'38"W	32.94'
C240	237°03'12"	54.00'	223.42'	S28°31'35"E	94.89'
C241	23°05'57"	54.00'	21.77'	N44°29'48"E	21.62'
C242	44°27'10"	54.00'	41.90'	N78°16'21"E	40.85'
C243	66°55'14"	54.00'	63.07'	S46°02'27"E	59.55'
C244	21°20'38"	54.00'	20.12'	S01°54'31"E	20.00'
C245	60°04'42"	54.00'	56.62'	S38°48'09"W	54.06'
C246	21°09'30"	54.00'	19.94'	S79°25'16"W	19.83'

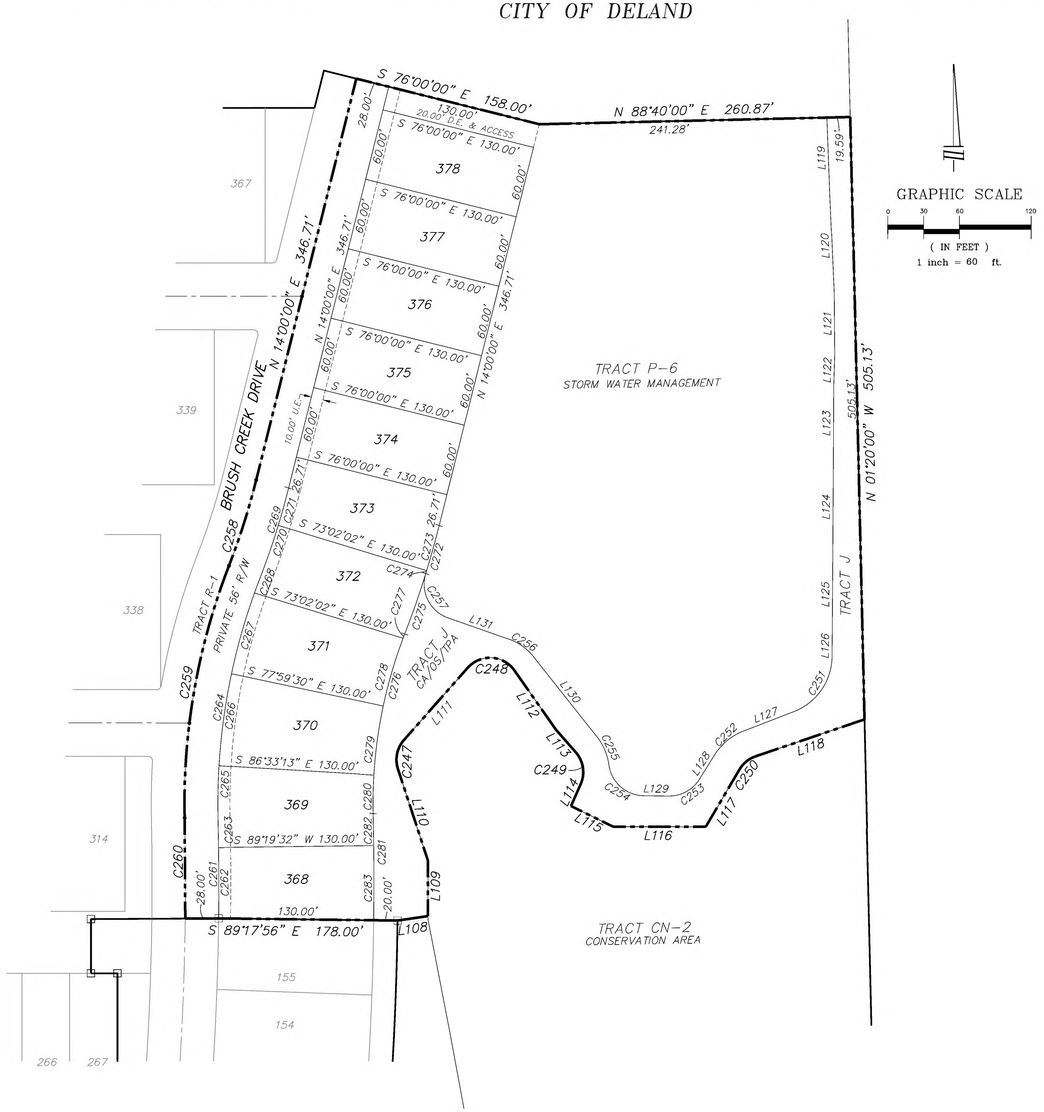
PREPARED BY:
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767
(407) 869-5002

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CRESSWIND DELAND PLAT 2-3

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING A PORTION OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 16, 18 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK PAGE



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C247	59°33'17"	25.00'	25.99'	S11°39'03"W	24.83'
C248	103°34'28"	25.00'	45.19'	N86°47'04"W	39.29'
C249	65°02'11"	25.00'	28.38'	N08°40'46"W	26.88'
C250	40°47'08"	25.00'	17.80'	S50°52'34"W	17.42'
C251	68°20'55"	50.00'	59.65'	N34°43'25"E	56.17'
C252	36°55'56"	50.00'	32.23'	S50°25'54"W	31.67'
C253	58°48'18"	30.00'	30.79'	N61°22'05"E	29.46'
C254	81°11'16"	30.00'	42.51'	S48°38'07"E	39.04'
C255	30°22'07"	50.00'	26.50'	N23°13'33"W	26.19'
C256	32°14'52"	45.00'	25.33'	N54°32'02"W	24.99'
C257	87°49'05"	30.00'	45.98'	S26°44'55"E	41.61'
C258	7°13'04"	600.00'	75.59'	N17°36'32"E	75.54'
C259	22°29'11"	550.00'	215.85'	S09°58'29"W	214.47'
C260	01°58'53"	2450.00'	84.73'	N00°16'40"W	84.72'
C261	01°58'11"	2478.00'	85.19'	N00°17'01"W	85.18'
C262	01°22'32"	2478.00'	59.49'	N00°00'48"E	59.49'
C263	00°35'39"	2478.00'	25.70'	N00°58'17"W	25.70'
C264	22°29'11"	522.00'	204.86'	S09°58'29"W	203.55'
C265	04°42'54"	522.00'	42.96'	S01°05'20"W	42.94'
C266	08°33'43"	522.00'	78.00'	S07°43'39"W	77.93'
C267	07°43'53"	522.00'	70.44'	S15°52'26"W	70.39'
C268	01°28'41"	522.00'	13.47'	S20°28'44"W	13.47'
C269	07°13'04"	628.00'	79.11'	N17°36'32"E	79.06'
C270	04°15'06"	628.00'	46.60'	N19°05'31"E	46.59'
C271	02°57'58"	628.00'	32.51'	N15°28'59"E	32.51'
C272	03°09'37"	758.00'	41.81'	N15°34'49"E	41.80'
C273	02°57'58"	758.00'	39.24'	N15°28'59"E	39.24'
C274	00°11'39"	758.00'	2.57'	N17°03'48"E	2.57'
C275	04°03'27"	758.00'	53.68'	N19°11'21"E	53.67'
C276	22°29'11"	392.00'	153.84'	S09°58'29"W	152.86'
C277	00°33'26"	392.00'	3.81'	S20°56'21"W	3.81'
C278	08°39'09"	392.00'	59.20'	S16°20'04"W	59.14'
C279	08°33'43"	392.00'	58.58'	S07°43'39"W	58.52'
C280	04°42'54"	392.00'	32.26'	S01°05'20"W	32.25'
C281	10°58'11"	2608.00'	89.66'	N00°17'01"W	89.65'
C282	00°35'39"	2608.00'	27.05'	N00°58'17"W	27.05'
C283	01°22'32"	2608.00'	62.61'	N00°00'48"E	62.61'

LINE TABLE		
LINE	BEARING	LENGTH
L108	S81°36'44"W	25.77'
L109	N00°06'56"E	46.49'
L110	N18°07'35"W	81.07'
L111	N41°25'42"E	80.68'
L112	S34°59'50"E	60.38'
L113	S41°11'51"E	25.54'
L114	S23°50'20"W	20.10'
L115	S63°53'25"E	39.34'
L116	S89°53'05"E	77.56'
L117	N30°29'00"E	55.91'
L118	N71°16'08"E	96.29'
L119	S02°07'49"E	67.25'
L120	S02°29'30"E	79.93'
L121	S00°26'48"E	51.67'
L122	S01°44'14"W	26.22'
L123	S00°17'52"W	62.25'
L124	S00°22'45"W	78.34'
L125	S00°22'45"W	68.17'
L126	S00°32'57"W	18.16'
L127	S68°53'52"W	45.10'
L128	S31°57'56"W	23.91'
L129	N89°13'45"W	20.72'
L130	N38°24'36"W	85.25'
L131	N70°39'28"W	54.10'

PREPARED BY:
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767
(407) 869-5002

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

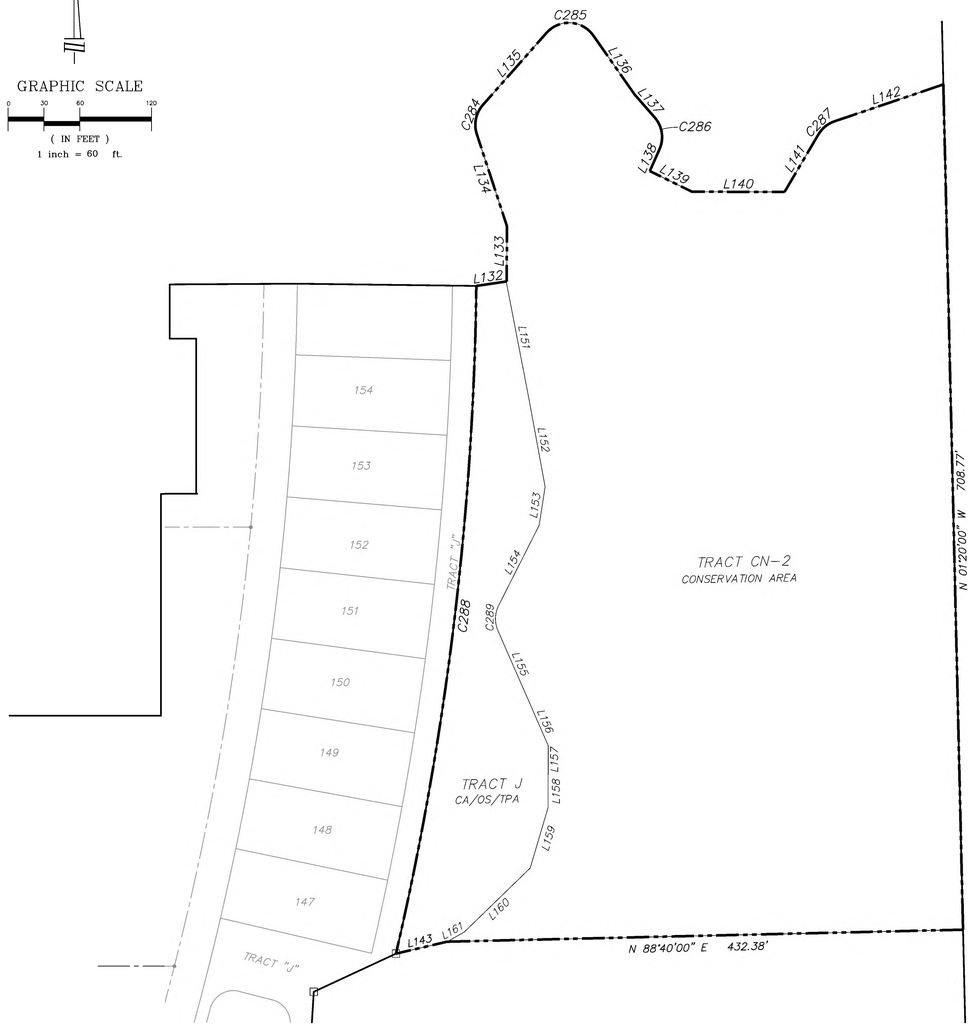
CRESSWIND DELAND PLAT 2-3

MAP BOOK PAGE

SHEET 13 OF 14

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING A PORTION OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 16, 18 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 inch = 60 ft.



LINE TABLE		
LINE	BEARING	LENGTH
L132	S81°36'44"W	25.77'
L133	N00°06'56"E	46.49'
L134	N18°07'35"W	81.07'
L135	N41°25'42"E	80.68'
L136	S34°59'50"E	60.38'
L137	S41°11'51"E	25.54'
L138	S23°50'20"W	20.10'
L139	S63°53'25"E	39.34'
L140	S89°53'05"E	77.56'
L141	N30°29'00"E	55.91'
L142	N71°16'08"E	96.29'
L143	N76°51'26"E	44.05'
L144	S76°51'26"W	44.05'
L145	N65°05'13"E	75.96'
L146	N03°30'44"E	35.58'
L147	N43°09'02"W	320.47'
L148	N29°18'35"E	38.58'
L149	N56°12'52"E	118.47'
L150	N00°29'27"W	12.94'
L151	N10°56'11"W	97.33'
L152	N10°27'50"W	77.84'
L153	N08°51'35"E	32.68'
L154	N26°47'00"E	75.18'
L155	N23°36'30"W	66.20'
L156	N23°36'30"W	38.88'
L157	N00°06'56"E	25.05'
L158	N00°06'55"E	26.71'
L159	N16°26'41"E	53.01'
L160	N45°50'05"E	77.03'
L161	N60°28'52"E	16.42'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C284	59°33'17"	25.00'	25.99'	S11°39'03"W	24.83'
C285	103°34'28"	25.00'	45.19'	N86°47'04"W	39.29'
C286	65°02'11"	25.00'	28.38'	N08°40'46"W	26.88'
C287	40°47'08"	25.00'	17.80'	S50°52'34"W	17.42'
C288	12°18'56"	2628.00'	564.88'	N06°51'32"E	563.80'
C289	50°23'31"	25.00'	21.99'	S01°35'15"W	21.29'

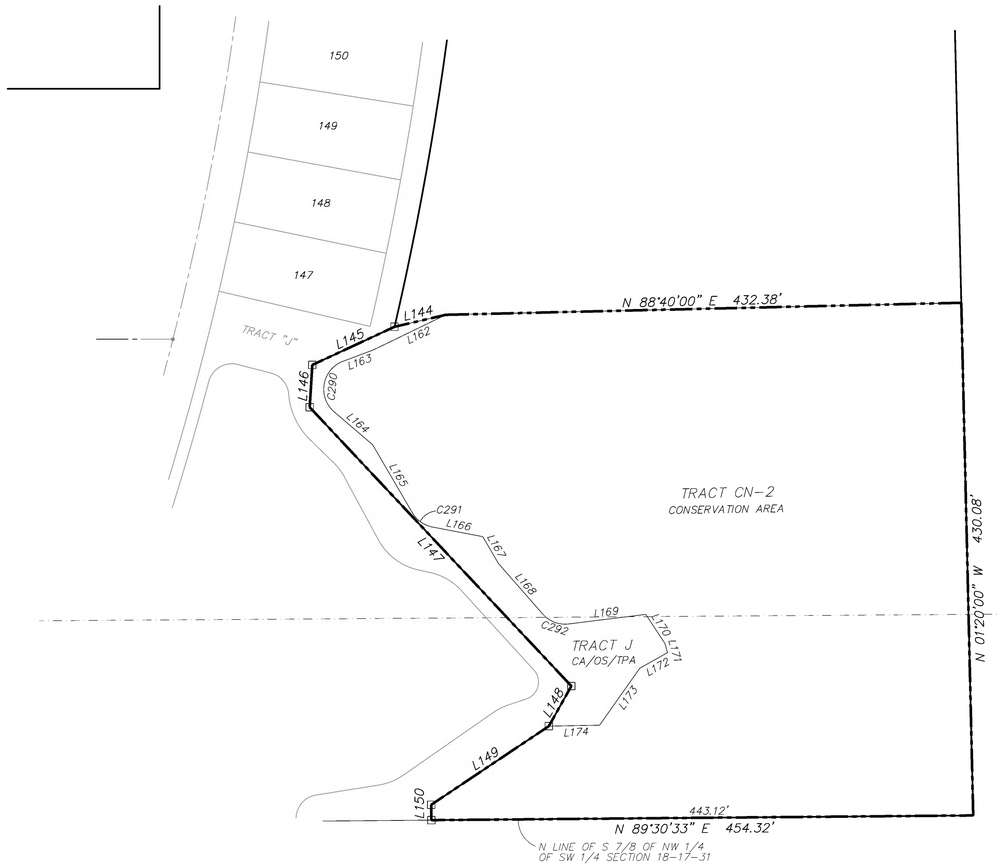
PREPARED BY:
(407) 869-5002
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

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CRESSWIND DELAND PLAT 2-3

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CITY OF DELAND

MAP BOOK PAGE



GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 inch = 60 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L144	S76°51'26"W	44.05'
L145	N65°05'13"E	75.96'
L146	N03°30'44"E	35.58'
L147	N43°09'02"W	320.47'
L148	N29°18'35"E	38.58'
L149	N56°12'52"E	118.47'
L150	N00°29'27"W	12.94'
L162	N64°07'18"E	67.20'
L163	N69°20'48"E	27.34'
L164	N49°24'36"W	42.46'
L165	N30°15'11"W	66.02'
L166	N79°08'50"W	42.85'
L167	N30°15'12"W	26.15'
L168	N41°11'54"W	56.18'
L169	S82°54'38"W	64.97'
L170	N33°16'41"W	29.08'
L171	N16°12'52"W	8.05'
L172	N60°28'53"E	26.68'
L173	N35°13'43"E	58.48'
L174	N88°55'10"E	42.47'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C290	118°45'25"	25.00'	51.82'	S09°58'06"W	43.03'
C291	48°53'39"	25.00'	21.33'	S54°42'01"E	20.69'
C292	55°53'28"	25.00'	24.39'	S69°08'38"E	23.43'

PREPARED BY:
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
(A KOLTER AGE RESTRICTED COMMUNITY)

Prepared For:
KH CW DELAND LLC

4807 PGA Boulevard
Palm Beach Gardens, FL 33418
Phone: (561) 515-4450

5904-A Hampton Oaks Parkway
Tampa, Florida 33610
Office: 813-253-5311
Fax: 813-464-7629

www.HeidtDesign.com

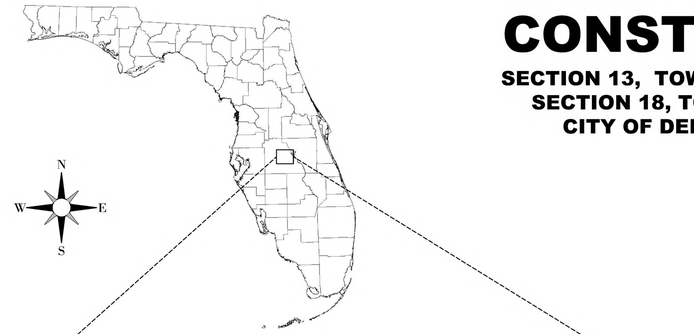
HEIDT DESIGN
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture

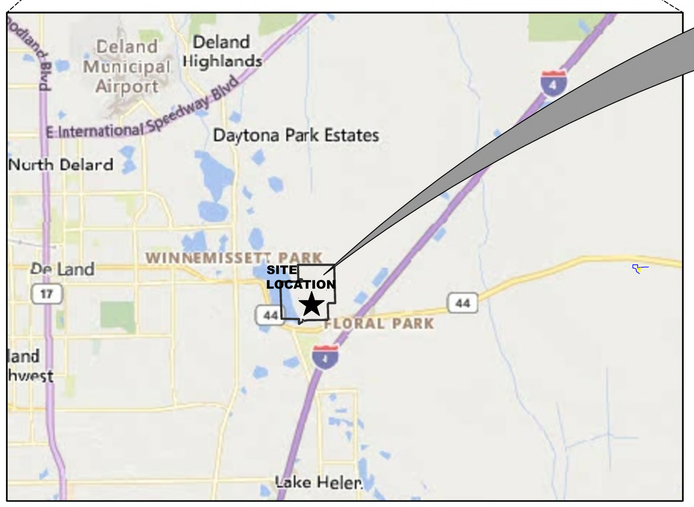
Engineering Business Certificate of Authorization No. 28782
Landscape Architecture Certificate of Authorization No. LC26000405

CONSTRUCTION PLAN

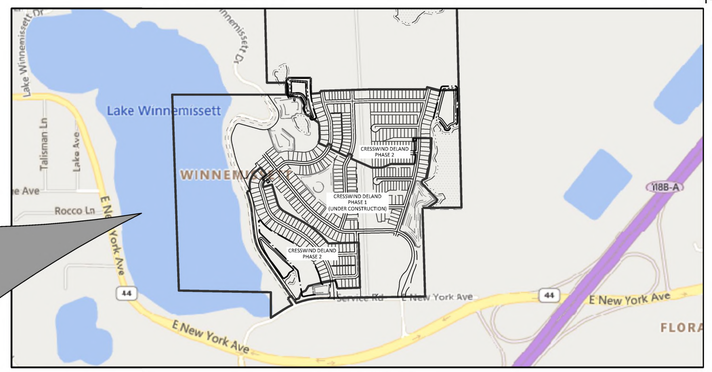
SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND
SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

CALL 48 HOURS BEFORE YOU DIG
Sunshine State One Call 811 OF FLORIDA, INC.
1-800-432-4770





LOCATION MAP
(NOT TO SCALE)



SITE MAP
(NOT TO SCALE)

UTILITY CONTACTS:

CITY OF DELAND
UTILITIES DIRECTOR
JIM AILES
386-626-7253

DUKE ENERGY
AMY FINNEY
4306 E CR 462, BLDG.. F
WILDWOOD, FLORIDA 34785
352-689-5446

OWNER/DEVELOPER:

KH CW DELAND LLC
4807 PGA BOULEVARD
PALM BEACH GARDENS, FLORIDA 33418
(561) 515-4450

CIVIL ENGINEER:

HEIDT DESIGN, LLC
STRICKLAND T. SMITH, P.E.
5904-A HAMPTON OAKS PARKWAY
TAMPA, FLORIDA 33610
(813) 253-5311

LANDSCAPE ARCHITECT

KEVEN J STEELE, R.L.A., A.S.L.A.
5904-A HAMPTON OAKS PARKWAY
TAMPA, FLORIDA 33610
(813) 253-5311

GEOTECHNICAL ENGINEER:

UNIVERSAL ENGINEERING SCIENCES
MICHAEL MOHNEY
911 BEVILLE ROAD
SOUTH DAYTONA, FLORIDA 32119
(386) 756-1105 EXT. 10413

SURVEYOR:

ASSOCIATED LAND SURVEYING & MAPPING, INC.
JACK D. REED, JR. P.S.M.
1681 POWELL STREET
LONGWOOD, FLORIDA 32750
(407) 869-5002

FIRE NOTE:

NO VERTICAL CONSTRUCTION OR COMBUSTIBLES STORED ONSITE UNTIL INFRASTRUCTURE APPROVED BY ENGINEERING/UTILITIES/FIRE PREVENTION.

CONSTRUCTION PLANS

Sheet Number	Sheet Title
100 - GENERAL	
C-100	COVER SHEET
C-101 - C-102	GENERAL NOTES
C-103	AERIAL SITE PLAN
C-104	EXISTING SITE CONDITIONS
C-105	SITE PLAN
C-106	SITE PLAN DETAILS
200 - ROADWAY DETAILS	
C-201	ROADWAY DETAILS
300 - DRAINAGE	
C-300 - C-301	MASTER GRADING & DRAINAGE PLAN
C-302 - C-309	GRADING & DRAINAGE PLAN
C-310 - C-311	STORM STRUCTURE & PIPE DATA
C-312	CONTROL STRUCTURE DATA
C-313 - C-314	GRADING & DRAINAGE SECTIONS
C-315 - C-319	DRAINAGE DETAILS
400 - UTILITIES	
C-400 - C-401	MASTER WATER & SEWER PLAN
C-402 - C-408	WATER & SEWER PLAN
500 - PLAN & PROFILE	
C-501 - C-511	ROADWAY PLAN & PROFILE
600 - UTILITY DETAILS	
C-601 - C-606	WATER & SEWER DETAILS
700 - PAVEMENT MARKING & SIDEWALKS	
C-701 - C-707	SIGNING, PAVEMENT MARKING & SIDEWALK PLAN
C-708	SIGNING, PAVEMENT MARKING & SIDEWALK NOTES
900 - ENGINEERING ADDENDA	
C-900	CONSTRUCTION SURFACE WATER MANAGEMENT PLAN
C-901	PRE-DEVELOPMENT DRAINAGE AREA MAP
C-902	POST-DEVELOPMENT DRAINAGE AREA MAP
C-903 - C-904	SUB-BASIN DRAINAGE AREA MAP

THE FOLLOWING SUPPLEMENTAL PLAN SHEETS WERE NOT PREPARED UNDER THE RESPONSIBLE CHARGE OF THE ENGINEER OF RECORD:

LANDSCAPE PLANS

Sheet Number	Sheet Title
LANDSCAPE PLANS	
L-200	OVERALL SPECIMEN & HISTORIC TREE REMOVAL PLAN COVER
L-200A	TREE REMOVAL & SAVE EXHIBIT
L-201 - L-210	TREE REMOVAL & SAVE PLAN
L-400	OVERALL PERMIT LANDSCAPE PLAN
L-400A	SITE DATA & OPEN SPACE CALCULATIONS
L-400B	LOT TREE REQUIREMENTS
L-400C	FRONT YARD & BUFFER TREE REQUIREMENTS
L-401 - L-410	PERMIT LANDSCAPE PLAN
L-470	PERMIT LANDSCAPE DETAILS
L-480	PERMIT LANDSCAPE SCHEDULE
L-481	PERMIT LANDSCAPE NOTES

KH CW DELAND LLC

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

2	07/31/2023	C-106,312; L-101,L-200A,L-400A
1	06/09/2023	C-102-104-107,301-309,313,315-319,401,406,503,900
	02/20/2023	REVIEW SUBMITTAL
	DATE	SHEET NO.

PLAN REVISIONS

	DATE	SHEET NO.

PLAN REVISIONS

N:\LAKE WINNEMISSETT\PHASE 2\ENGINEERING\COVER-ORL.DWG-C-100 2023/07/31 4:24 PM MICHAEL DMYTRYK

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HEIDT DESIGN
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION: NAVD 88 TO NGVD 29 = +1.07

ADDRESS CONTROL NUMBER	
WATER COMMITMENT	
SEWER COMMITMENT	
SWFWMD	
WATER DEP	
SEWER DEP	
FOLIO	

PERMIT / FILE NUMBERS

STATE OF FLORIDA PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Strickland T. Smith

Digitally signed by Strickland T Smith
DN: CN=C, O=Florida, E=Heidtdesign.com, OU=Engineering, CN=Strickland T Smith
Reason: I am the author of this document
Location: your signing location here
Date: 2023.07.31 16:24:07 -04'00'
Foxit PDF Editor Version: 11.2.0

STRICKLAND T. SMITH
DATE:_____
LICENSE NO. 50652

FILE:	COVER-ORL
PROJECT NO:	KGA-CD-1031

GRADING & DRAINAGE	
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

UTILITIES	
DESIGN BY:	JONES
DRAWN BY:	BLACK

COVER SHEET

C-100

SSM: ----

GENERAL EROSION AND TURBIDITY CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION AND TURBIDITY CONTROLS AND THE QUALITY AND QUANTITY OF DISCHARGES TO OFFSITE OR WETLANDS.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR HAVING A DEWATERING PLAN AND TURBIDITY CONTROL PLAN APPROVED BY THE APPLICABLE REVIEWING AGENCIES. REFER TO THE PROJECT'S PERMIT APPROVALS AND PERMIT CONDITIONS FOR AGENCIES REQUIRING SUCH REVIEW AND APPROVAL. QUESTIONS CONCERNING APPROPRIATE TECHNIQUES SHOULD BE ADDRESSED TO THOSE AGENCIES AND/OR DISCUSSED WITH THE PROJECT ENGINEER AND OWNER.
3. THE APPROPRIATE TURBIDITY AND EROSION CONTROL METHODOLOGIES SELECTED BY THE CONTRACTOR FOR THIS PROJECT SHOULD BE MADE FOLLOWING ASSESSMENT OF THE PLANS AND PROJECT SITE SPECIFIC FACTORS AND AFTER CONSULTATIONS, AS NEEDED, WITH THE PROJECT ENGINEER AND APPROPRIATE AGENCIES. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY PERMITS FOR SUCH ACTIVITY; SEVERAL FACTORS TO CONSIDER ARE LISTED BELOW:
   - A. CLAY CONTENT IN EXCAVATED MATERIALS AND/OR PERMEABILITY RATES
   - B. DEPTH OF CUT IN PONDS, TRENCHES, OR UTILITY LINES
   - C. AMBIENT GROUND WATER LEVELS
   - D. ACTUAL RAINFALL AMOUNTS AND TIME OF YEAR RELATIVE TO NORMAL RAINY SEASON
   - E. PROXIMITY TO WETLANDS, WATER BODIES OR OFFSITE PROPERTIES
   - F. 'CLASS' DESIGNATION OF RECEIVING WATER BODIES (I.E., OUTSTANDING FLORIDA WATERS, SHELLFISH HARVESTING AREAS, ETC.)
   - G. DENSITY, TYPE, AND PROXIMITY OF UPLAND VEGETATION TO BE RETAINED DURING CONSTRUCTION (FOR USE AS POSSIBLE FILTRATION AREAS)
   - H. FILL HEIGHT RELATIVE TO NATURAL GRADE AND LENGTH AND STEEPNESS OF THE PROPOSED SLOPES
   - I. EXISTING TOPOGRAPHY AND DIRECTIONS OF SURFACE FLOW
   - J. TYPE OF EQUIPMENT USED
   - K. PROJECT TYPE
   - L. DURATION OF CONSTRUCTION ACTIVITIES
   - M. SEPARATION DISTANCE OF ONSITE PONDS
   - N. AMBIENT QUALITY OF SURFACE AND GROUNDWATER
   - O. TEMPORARY STOCKPILE LOCATIONS AND HEIGHTS
4. AT THE ONSET OF CONSTRUCTION, THE CONTRACTOR, AS THE PARTY RESPONSIBLE FOR IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL PLAN, SHALL ASSESS THE ABOVE DESCRIBED CONDITIONS AND FACTORS WITH RESPECT TO RELATIVE COST EFFECTIVENESS AND SELECT THE APPROPRIATE METHODS OF PROTECTION. A FAIRLY EXTENSIVE LIST OF TECHNIQUES ARE PRESENTED BELOW BUT IT MUST BE STRESSED THAT ANY OR ALL OF THE FOLLOWING MAY BE NECESSARY TO MAINTAIN WATER QUALITY AND QUANTITY STANDARDS. THE CONSTRUCTION SEQUENCING SHOULD BE THOUGHT OUT IN ADVANCE OF INITIATION TO PROVIDE ADEQUATE PROTECTION OF WATER QUALITY.
5. DISCHARGES WHICH EXCEED 29 N.T.U.'S OVER THE BACKGROUND LEVELS ARE IN VIOLATION OF STATE WATER QUALITY STANDARDS. DISCHARGES OF WATER QUANTITIES WHICH AFFECT OFFSITE PROPERTIES OR MAY DAMAGE WETLANDS ARE ALSO PROHIBITED BY REGULATING AGENCIES.
6. THE EROSION AND TURBIDITY CONTROL MEASURES SHOWN HEREON ARE THE MINIMUM REQUIRED FOR AGENCY APPROVAL. ADDITIONAL CONTROL AND MEASURES MAY BE REQUIRED DUE TO THE CONTRACTOR'S CONSTRUCTION SEQUENCE & UNFORESEEN WEATHER CONDITIONS. ANY ADDITIONAL MEASURES DEEMED NECESSARY BY THE SITE SUBCONTRACTOR SHALL BE INCLUDED IN THE LUMP SUM BID WITH NO EXTRAS FOR MATERIALS AND LABOR ALLOWED.
7. EROSION CONTROL SHALL BE INSTALLED PRIOR TO LAND CLEARING TO PROTECT WATER QUALITY AND TO IDENTIFY AREAS TO BE PROTECTED FROM CLEARING ACTIVITIES AND MAINTAINED FOR THE DURATION OF THE PROJECT UNTIL ALL SOIL IS STABILIZED.
8. FLOATING TURBIDITY BARRIERS SHALL BE IN PLACE IN FLOWING SYSTEMS OR IN OPEN WATER POND OR LAKE EDGES PRIOR TO INITIATION OF EARTHWORK AND MAINTAINED FOR THE DURATION OF THE PROJECT UNTIL ALL SOIL IS STABILIZED.
9. NO CLAY MATERIAL SHALL BE LEFT EXPOSED IN ANY STORMWATER STORAGE FACILITY. IF CLAY OR SANDY-CLAYS ARE ENCOUNTERED DURING STORMWATER STORAGE EXCAVATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND GEOTECHNICAL ENGINEER IMMEDIATELY BEFORE PROCEEDING WITH FURTHER EXCAVATION. IF THE ENGINEER OF RECORD HAS DETERMINED THAT SUCH SOILS ARE NON-CONFINING AND MUST BE EXCAVATED TO MEET PERMIT AND DESIGN CONDITIONS, EXCAVATION MAY PROCEED AFTER OBTAINING WRITTEN AUTHORIZATION FROM THE APPROPRIATE GOVERNING AGENCY. IF SAID SOILS ARE LEFT EXPOSED AT THE PERMITTED AND DESIGNED DEPTH, THE SITE SUBCONTRACTOR SHALL OVER-EXCAVATE THE POND'S BOTTOM AND SIDE SLOPES BY A MINIMUM OF TWELVE (12") INCHES AND BACKFILL WITH CLEAN SANDS TO HELP PREVENT SUSPENSION OF FINE PARTICLES IN THE WATER COLUMN.
10. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
11. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL MAY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS OR BALES TO PREVENT EROSION. FLOATING TURBIDITY CURTAINS SHOULD GENERALLY BE USED IN OPEN WATER SITUATIONS. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORMWATER RUNOFF FROM BEING DISCHARGED TO WETLANDS OR OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES, AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
12. WHERE PUMPS ARE TO BE USED TO REMOVE TURBID WATERS FROM CONSTRUCTION AREAS, THE WATER SHALL BE TREATED PRIOR TO DISCHARGE TO THE WETLANDS. TREATMENT METHODS INCLUDE, FOR EXAMPLE, TURBID WATER BEING PUMPED INTO GRASSED SWALES OR APPROPRIATE UPLAND VEGETATED AREAS (OTHER THAN UPLAND PRESERVATION AREAS AND WETLAND BUFFERS), SEDIMENT BASINS, SEDIMENT FILTER BAGS, OR CONFINED BY AN APPROPRIATE ENCLOSURE SUCH AS TURBIDITY BARRIERS OR LOW BERMS, AND KEPT CONFINED UNTIL TURBIDITY LEVELS MEET STATE WATER QUALITY STANDARDS.
13. THE PERMITTEE SHALL SCHEDULE HIS OPERATIONS SUCH THAT THE AREA OF UNPROTECTED, ERODIBLE EARTH EXPOSED AT ANY ONE TIME IS NOT LARGER THAN THE MINIMUM AREA NECESSARY FOR EFFICIENT CONSTRUCTION OPERATION, AND THE DURATION OF EXPOSED, UNCOMPLETED CONSTRUCTION TO THE ELEMENTS SHALL BE AS SHORT AS PRACTICABLE. CLEARING AND GRUBBING SHALL BE SO SCHEDULED AND PERFORMED SUCH THAT GRADING OPERATIONS CAN FOLLOW IMMEDIATELY THEREAFTER. GRADING OPERATIONS SHALL BE SO SCHEDULED AND PERFORMED THAT PERMANENT EROSION CONTROL FEATURES CAN FOLLOW IMMEDIATELY THEREAFTER IF CONDITIONS ON THE PROJECT PERMIT.
14. WATER DERIVED FROM VARIOUS DEWATERING METHODS USED WITH APPROVED PERMITTING SHOULD BE PASSED THROUGH SUFFICIENTLY WIDE AREAS OF EXISTING UPLAND VEGETATION, OR THROUGH THE USE OF SEDIMENT FILTER BAGS, TO FILTER OUT EXCESS TURBIDITY. IF THIS IS NOT SUFFICIENT, THE WATER SHALL BE RETAINED IN PREVIOUSLY CONSTRUCTED PERMANENT STORMWATER PONDS OR ELSE RETAINED IN TEMPORARY SEDIMENTATION BASINS UNTIL THE CLARITY IS SUITABLE TO ALLOW FOR ITS DISCHARGE. PLUGGING THE OUTFALLS FROM COMPLETED STORMWATER PONDS MAY BE NEEDED TO AVOID DISCHARGE. HOWEVER, SUCH SITUATIONS SHOULD BE MONITORED CLOSELY TO PRECLUDE BERM FAILURE IF WATER LEVELS RISE TOO HIGH.
15. WATER CAN BE TRANSPORTED AROUND THE SITE BY THE USE OF INTERNAL SWALES OR BY PUMPS AND PIPES.
16. SHEET FLOW OF NEWLY FILLED OR SCRAPED AREAS MAY BE CONTROLLED OR CONTAINED BY THE USE OF BRUSH BARRIERS, DIVERSION SWALES, INTERCEPTOR DITCHES OR LOW BERMS. FLOW SHOULD BE DIRECTED TOWARD AREAS WHERE SEDIMENTS CAN SUFFICIENTLY SETTLE OUT.
17. EXPOSED SOILS SHALL BE STABILIZED AS SOON AS POSSIBLE, ESPECIALLY SLOPES LEADING TO WETLANDS. STABILIZATION METHODS INCLUDING, BUT NOT LIMITED TO, SOLID SOD, SEEDING AND MULCHING OR HYDRO-MULCHING TO PROVIDE A TEMPORARY OR PERMANENT GRASS COVER, MULCH BLANKETS, AND FILTER FABRICS CAN BE EMPLOYED TO PROVIDE VEGETATIVE COVER.
18. ENERGY DISSIPATERS (SUCH AS RIP RAP, A GRAVEL BED, BALES, ETC.) SHALL BE INSTALLED AT THE DISCHARGE POINT OF PIPES OR SWALES IF SCOURING IS OBSERVED.
19. INSTALL ROADWAY CURB AND GUTTERS AS SOON AS POSSIBLE TO REDUCE THE SURFACE AREA FOR EROSION TO OCCUR.
20. IMPLEMENT STORM DRAIN INLET PROTECTION (BALES OR GRAVEL) TO LIMIT SEDIMENTATION WITHIN THE STORMWATER SYSTEM. PERFORM INSPECTIONS AND PERIODIC CLEANING OF SEDIMENTS WHICH WASH OUT INTO THE STREETS UNTIL ALL SOIL IS STABILIZED.
21. WATER DISCHARGE VELOCITIES FROM IMPOUNDED AREAS AND TEMPORARY SEDIMENTATION BASINS SHALL BE RESTRICTED TO AVOID SCOURING IN RECEIVING AREAS.
22. IF WATER CLARITY DOES NOT REDUCE TO STATE STANDARDS RAPIDLY ENOUGH IN HOLDING PONDS, IT MAY BE POSSIBLE TO USE CHEMICAL AGENTS SUCH AS ALUM TO FLOCCULATE OR COAGULATE THE SEDIMENT PARTICLES, SUBJECT TO APPROVED PERMITTING.
23. BALES, SILT SCREENS, OR GRAVEL BEDS CAN BE ADDED AROUND THE PIPE OR SWALE DISCHARGE POINTS TO HELP CLARIFY DISCHARGES. SPREADER SWALES MAY HELP DISSIPATE CLOUDY WATER PRIOR TO CONTACT WITH WETLANDS.
24. ALL FUEL STORAGE AREAS OR OTHER HAZARDOUS STORAGE AREAS SHALL CONFORM TO ACCEPTED STATE OR FEDERAL CRITERIA FOR SUCH CONTAINMENT AREAS.
25. VEHICLE OR EQUIPMENT WASHDOWN AREAS WILL BE SUFFICIENTLY REMOVED FROM WETLANDS OR OFFSITE AREAS.
26. FUGITIVE DUST CONTROLS (PRIMARILY BY USING WATER SPRAY TRUCKS) SHALL BE EMPLOYED AS NEEDED TO CONTROL WINDBORNE EMISSIONS.
27. IF THE ABOVE CONTROLS REMAIN INEFFECTIVE IN PRECLUDING RELEASE OF TURBID WATER, ESPECIALLY DURING POND OR UTILITY LINE DEWATERING, THEN THE CONTRACTOR MAY BE COMPELLED TO USE A VERTICAL DEWATERING SYSTEM SUCH AS WELL POINTS OR SOCK DRAINS TO WITHDRAW GROUNDWATER.
28. ONGOING INSPECTIONS AND PERIODIC MAINTENANCE BY THE SITE SUBCONTRACTOR SHALL OCCUR THROUGHOUT CONSTRUCTION AS NECESSARY TO INSURE THE ABOVE METHODS ARE WORKING SUITABLY. THIS MAY BE NEEDED DAILY, IF CONDITIONS SO WARRANT. CONTRACTORS ARE ENCOURAGED TO OBTAIN AND THOROUGHLY REVIEW THE FLORIDA DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT, WHICH WAS DEVELOPED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN 1988. THIS PROVIDES FAIRLY IN-DEPTH DISCUSSIONS OF RECOMMENDED TECHNIQUES AND ALSO PROVIDES SPECIFIC DESIGN AND TECHNICAL STANDARDS. REVIEW AT HEIDT DESIGN, LLC.
29. THE CONTRACTOR WILL PERFORM DAILY INSPECTIONS OF ALL ON-SITE WETLANDS WITHIN THE CONSTRUCTION AREA TO ENSURE THAT WATER LEVELS WITHIN THOSE WETLANDS ARE NOT EXCESSIVELY IMPOUNDED PRIOR TO THE TIME WHEN THE PERMITTED CONTROL STRUCTURE OR OUTFALL IS BUILT. WATER LEVELS SIGNIFICANTLY ABOVE NORMAL SHOULD BE CORRECTED AT A FREQUENCY THAT PREVENTS A CHANGE IN THE VEGETATIVE CHARACTER OR HEALTH OF ANY WETLANDS
30. CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL REMOVAL AFTER STABILIZATION.
31. AT A MINIMUM, ALL STORMWATER MANAGEMENT FACILITY BERMS AND SLOPES SHALL BE SODDED TO THE SEASONAL HIGH OR CONTROL WATER LINE AS APPLICABLE.
32. THE REQUIREMENT LISTED ABOVE SHALL BE CONSIDERED MINIMUM. THE CONTRACTOR SHALL USE ADDITIONAL METHODS AND BMP'S (BEST MANAGEMENT PRACTICES) TO PREVENT TURBIDITY AND EROSION.
33. PRIOR COMMENCEMENT OF CLEARING & GRUBBING OR ANY SOIL DISTURBANCE, CONTRACTOR SHALL COORDINATE WITH HEIDT DESIGN TO SCHEDULE AN EROSION CONTROL INSPECTION WITH THE MUNICIPALITY.
34. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED WITHIN 14 DAYS OF NO CONSTRUCTION ACTIVITY.

SOIL REUSE REQUIREMENTS

AT LEAST THE FOLLOWING SIX (6) TYPES OF MATERIALS ARE PRESENT ON-SITE THAT REQUIRE PROPER HANDLING/TREATMENT BY THE CONTRACTOR, DURING THE COURSE OF SITE DEVELOPMENT/CONSTRUCTION ACTIVITIES, IN ACCORDANCE WITH THE NOTED REUSE REQUIREMENTS FOR EACH TYPE. ALTHOUGH SOME SOIL MATERIAL QUALITY CONTROL TESTING WILL BE RANDOMLY AND PERIODICALLY PERFORMED BY THE PROJECT GEOTECHNICAL CONSULTANT, AS REQUIRED, WORKING FOR THE OWNER, IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO REUSE ONSITE SOIL MATERIALS AS DESCRIBED AND SPECIFIED BELOW. ALL DISCOVERED OR FUTURE FILLING OR MATERIAL REUSE WORK ONSITE NOT IN ACCORDANCE OR COMPLIANCE WITH THESE NOTES, OR ANY FUTURE ADVERSE IMPACTS OR CONSEQUENCES RESULTING FROM THE CONTRACTORS FAILURE TO PROPERLY REUSE SOIL MATERIALS ONSITE AS SPECIFICALLY DESCRIBED BELOW, WILL BE THE CONTRACTORS SOLE RESPONSIBILITY FOR REMEDY AND REPAIR AT HIS COST. IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING ANY OF THE SOIL MATERIALS ONSITE, THE PROJECT GEOTECHNICAL REPORTS (WHICH HE NEEDS TO OBTAIN FROM THE OWNER OR GEOTECHNICAL CONSULTANT/ ENGINEER), OR ANY QUESTIONS ASSOCIATED WITH THE NOTES BELOW, IT IS PRESUMED THAT THE CONTRACTOR WILL SATISFACTORILY RESOLVE SUCH QUESTIONS/CONCERNS PRIOR TO SITE DEMOLITION, CLEARING, GRUBBING, STRIPPING AND EXCAVATION OPERATIONS BEGIN.

PLEASE NOTE, LOCAL, STATE AND FEDERAL RULES, LAWS, AND REGULATIONS PROHIBITING SOIL REUSE AS DESCRIBED BELOW SHALL TAKE PRECEDENCE AND SHALL BE FOLLOWED TO THE FULLEST EXTENT.

1. SITE DEMOLITION DEBRIS (SITE DEMOLITION DEBRIS, NOT GENERALLY CONSIDERED AN ENVIRONMENTAL/CONTAMINATION HAZARD, INCLUDES SUCH ITEMS AS WOOD PIECES, CONCRETE PIECES, PLASTIC PIPE PIECES, CERTAIN METAL/STEEL PIECES, OR SIMILAR. IF ANY SUCH DEBRIS OR OTHER DEMOLITION DEBRIS IS CONSIDERED AN ENVIRONMENTAL/CONTAMINATION HAZARD, OR IF BURIAL ONSITE OF SUCH MATERIALS IS PROHIBITED BY THE GOVERNING ENVIRONMENTAL AGENCY, THEN ALL SUCH MATERIALS SHALL BE HAULED OFF SITE BY THE CONTRACTOR FOR PROPER DISPOSAL, IN ACCORDANCE WITH ALL APPLICABLE GOVERNING ENVIRONMENTAL AGENCY REQUIREMENTS. IN NO CASE, SHALL ANY SUCH DEBRIS MATERIALS REMAIN, OR BE PLACED BY THE CONTRACTOR, BENEATH ANY TYPE OF STRUCTURE, PAVEMENT, ROADWAY, HOUSE, BUILDING,PIPELINE, SLAB, ETC.)

ALL SITE DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE DEVELOPMENT AND DISPOSED OF PROPERLY IN ACCORDANCE WITH ALL APPLICABLE GOVERNING ENVIRONMENTAL AGENCY REQUIREMENTS.

2. CLEARING AND GRUBBING DEBRIS (SITE CLEARING AND GRUBBING DEBRIS INCLUDES ALL LARGER ORGANIC MATERIALS, SUCH ITEMS AS TREES, STUMPS, LIMBS, BRUSH, VEGETATION, OR SIMILAR; ALL SUCH MATERIALS MUST BE EITHER "BURNED" OR "MULCHED" BY THE CONTRACTOR PRIOR TO REUSE OR DISPOSAL ONSITE.)

IF ACCEPTABLE TO THE GOVERNING ENVIRONMENTAL AGENCY, THEN ALL SUCH "BURNED" OR "MULCHED" SITE CLEARING/GRUBBING DEBRIS, IF APPROVED IN WRITING FIRST BY THE OWNER/GEOTECHNICAL CONSULTANT/ ENGINEER, COULD BE:

A). PLACED AS "MULCH" MATERIAL SURFACE DRESSING IN FUTURE LANDSCAPE AREAS, STOCKPILING OF SUCH"MULCHED" MATERIALS (AMOUNTS/LOCATIONS), IF ACCEPTABLE, WILL BE DIRECTED BY THE OWNER/GEOTECHNICAL CONSULTANT//LANDSCAPE ARCHITECT/ENGINEER;

B). PLACED IN TEMPORARILY EXCAVATED LITTORAL SHELF AREAS IN SELECTED STORMWATER PONDS, OR IN TEMPORARILY EXCAVATED SELECTED WETLAND MITIGATION PONDS, IN EITHER CASE NOT IN SIDE BANKS AND NOT BELOW THE PERMITTED DESIGN DEPTH OF THE POND, OR SUCH DEBRIS COULD BE BURIED IN TEMPORARILY EXCAVATED PASSIVE RECREATION/PARK AREAS (AT LEAST 30 FEET FROM ANY STRUCTURE) AT APPROVED DEPTHS/LOCATIONS, BUT ALL THESE DISPOSAL AREAS WILL REQUIRE ADEQUATE SOIL MIXING (MIX SOIL WITH THE MULCH) AND THEN REFILLING (WITH COMPACTION) TO REQUIRED DESIGN GRADES;

C). PLACED ALONG THE BOTTOM OF SELECTED FLOODPLAIN MITIGATION PONDS (NOT IN SIDE BANKS), NOT BELOW THE PERMITTED EXCAVATION DEPTH OF THE POND, BUT WILL REQUIRE ADEQUATE SOIL COVER;

D). PLACED ALONG THE BOTTOM OF SELECTED DEEPER STORMWATER PONDS (NOT IN SIDE BANKS), NOT BELOW THE PERMITTED DESIGN DEPTH, BUT WILL REQUIRE ADEQUATE SOIL COVER.

IN ALL INSTANCES, THE MINIMUM POND DEPTH (INCLUDING FLOODPLAIN AND WETLAND MITIGATION AREAS) SHALL BE NO LESS THAN REQUIRED BY THE ENGINEER.

ALL ORGANIC DEBRIS BURIAL AREAS IN STORMWATER POND AREAS AND FLOODPLAIN MITIGATION POND AREAS WILL REQUIRE ADEQUATE SOIL COVER OF 18 - 24 INCHES (WITH COMPACTION) BY THE CONTRACTOR, MEANING AT LEAST AN ADEQUATE WEIGHT/THICKNESS OF SOIL MATERIAL OVERTOP THE BURIED ORGANIC DEBRIS, SUCH THAT THERE WILL BE NO FUTURE FLOATING UP OF DEBRIS; AND FOR ALL ORGANIC DEBRIS BURIAL AREAS IN LITTORAL SHELF AREAS, WETLAND MITIGATION POND AREAS, AND PASSIVE RECREATION/PARK AREAS, ADEQUATE SOIL/MULCH MIXING (WITH COMPACTION) WILL BE NECESSARY BY THE CONTRACTOR, SUCH THAT NO SIGNIFICANT FUTURE UNACCEPTABLE SETTLEMENT OF A LITTORAL SHELF AREA, CREATED WETLAND AREA, OR PARK/GRASSED AREA WILL OCCUR.

IF ANY OF THESE PROCEDURES ARE CONTEMPLATED BY THE CONTRACTOR, THEN THE CONTRACTOR SHALL NOTIFY THE OWNER/GEOTECHNICAL CONSULTANT/ENGINEER IN WRITING, AT THE START OF CONSTRUCTION, WITH SOME SPECIFIC INFORMATION, INCLUDING THE ESTIMATED QUANTITY AND TYPES OF MATERIALS, TO WHICH STORMWATER PONDS, FLOODPLAIN MITIGATION PONDS, WETLAND MITIGATION PONDS, OR PASSIVE RECREATION/PARK AREAS THEY PROPOSE TO USE FOR THIS TYPE OF ORGANIC DEBRIS DISPOSAL, AND WHAT APPROXIMATE ELEVATIONS WILL BE THE TOP AND BOTTOM OF THE ORGANIC DEBRIS.

3. MUCK/PEAT ORGANIC MATERIALS (TYPICALLY GENERATED FROM WETLAND OR LOWLAND AREAS, OR SIMILAR AREAS, PERMITTED FOR IMPACT OR DISPLACEMENT, INCLUDING EXCAVATION OF UNSUITABLE ORGANIC MATERIALS AND REFILLING WITH SUITABLE SANDY SOILS TO ACCOMMODATE DEVELOPMENT; INCLUDES SIGNIFICANT ORGANIC PEAT MATERIALS, ORGANIC SANDY MUCK MATERIALS, AND MUCKY OR ORGANIC SAND MATERIALS, DESIGNATED EITHER PT OR A-8, PER THE UNIFIED AND AASHTO SOIL CLASSIFICATION SYSTEMS, RESPECTIVELY; THOSE ORGANIC MATERIALS WHOSE PRESENCE, OR PLACEMENT BY THE CONTRACTOR, IS UNACCEPTABLE BENEATH ANY TYPE OF STRUCTURE, PAVEMENT, ROADWAY, HOUSE, BUILDING, PIPELINE, SLAB, ETC.)

IF ACCEPTABLE TO THE GOVERNING ENVIRONMENTAL AGENCY, THEN ALL SUCH MUCK/PEAT (SIGNIFICANT) ORGANIC MATERIALS, IF APPROVED IN WRITING FIRST BY THE OWNER/GEOTECHNICAL CONSULTANT/ENGINEER,COULD BE:

A). PLACED AS "PEAT/MUCK/ORGANIC MATTER" SURFACE LAYER IN NEW OR CREATED WETLAND MITIGATION AREAS, STOCKPILING OF SUCH "SIGNIFICANT ORGANIC" MATERIALS (AMOUNTS/LOCATIONS), IF ACCEPTABLE, WILL BE DIRECTED BY THE OWNER/WETLAND CONSULTANT;

B). PLACED IN TEMPORARILY EXCAVATED LITTORAL SHELF AREAS IN SELECTED STORMWATER PONDS, OR IN TEMPORARILY EXCAVATED SELECTED WETLAND MITIGATION PONDS, IN EITHER CASE NOT IN SIDE BANKS AND NOT BELOW THE PERMITTED DESIGN DEPTH OF THE POND, OR SUCH ORGANIC MATERIALS COULD BE BURIED IN TEMPORARILY EXCAVATED PASSIVE RECREATION/PARK AREAS (AT LEAST 30 FEET FROM ANY STRUCTURE) AT APPROVED DEPTHS/LOCATIONS, BUT ALL THESE DISPOSAL AREAS WILL REQUIRE ADEQUATE SOIL MIXING (MIX SOIL WITH THE ORGANIC MATERIALS) AND THEN REFILLING (WITH COMPACTION) TO REQUIRED DESIGN GRADES;

C). PLACED ALONG THE BOTTOM OF SELECTED FLOODPLAIN MITIGATION PONDS (NOT IN SIDE BANKS), NOT BELOW THE PERMITTED EXCAVATION DEPTH OF THE POND, BUT WILL REQUIRE ADEQUATE SOIL COVER;

D.) PLACED ALONG THE BOTTOM OF SELECTED DEEPER STORMWATER PONDS (NOT IN SIDE BANKS), NOT BELOW THE PERMITTED DESIGN DEPTH, BUT WILL REQUIRE ADEQUATE SOIL COVER.

ALL ORGANIC DEBRIS BURIAL AREAS IN STORMWATER POND AREAS AND FLOODPLAIN MITIGATION POND AREAS WILL REQUIRE ADEQUATE SOIL COVER (WITH COMPACTION) BY THE CONTRACTOR, MEANING AT LEAST AN ADEQUATE WEIGHT/THICKNESS OF SOIL MATERIAL OVERTOP THE BURIED ORGANIC DEBRIS, SUCH THAT THERE WILL BE NO FUTURE FLOATING UP OF DEBRIS; AND FOR ALL ORGANIC DEBRIS BURIAL AREAS IN LITTORAL SHELF AREAS, WETLAND MITIGATION POND AREAS, AND PASSIVE RECREATION/PARK AREAS, ADEQUATE SOIL/ORGANICS MIXING (WITH COMPACTION) WILL BE NECESSARY BY THE CONTRACTOR, SUCH THAT NO SIGNIFICANT FUTURE UNACCEPTABLE SETTLEMENT OF A LITTORAL SHELF AREA, CREATED WETLAND AREA, OR PARK/GRASSED AREA WILL OCCUR.

IF ANY OF THESE PROCEDURES ARE CONTEMPLATED BY THE CONTRACTOR, THEN THE CONTRACTOR SHALL NOTIFY THE OWNER/GEOTECHNICAL CONSULTANT/ENGINEER IN WRITING, AT THE START OF CONSTRUCTION, WITH SOME SPECIFIC INFORMATION, INCLUDING THE ESTIMATED QUANTITY AND TYPES OF MATERIALS, TO WHICH STORMWATER PONDS, FLOODPLAIN MITIGATION PONDS, WETLAND MITIGATION PONDS, OR PASSIVE RECREATION/PARK/LANDSCAPE BERM AREAS THEY PROPOSE TO USE FOR THIS TYPE OF ORGANIC MATERIAL DISPOSAL, AND WHAT APPROXIMATE ELEVATIONS WILL BE THE TOP AND BOTTOM OF THE ORGANIC MATERIALS.

4. TOPSOILS/SITE STRIPPINGS (TYPICALLY GENERATED FROM UPLAND AREAS, AFTER DEMOLITION/CLEARING/GRUBBING/DISCING OPERATIONS; STRIPPING OF SURFICIAL ORGANICS/TOPSOILS BEING A REQUIREMENT OVER AT LEAST ALL STRUCTURE, BUILDING, CONCRETE SLAB AND PAVEMENT AREAS PRIOR TO FILLING TO ACCOMMODATE DEVELOPMENT; INCLUDES TOPSOILS AND ORGANIC LADEN SANDS; THOSE TOPSOILS/ORGANIC SAND MATERIALS WHOSE PRESENCE, OR PLACEMENT BY THE CONTRACTOR, IS UNACCEPTABLE BENEATH ANY TYPE OF STRUCTURE, PAVEMENT, ROADWAY, HOUSE, BUILDING, PIPELINE, SLAB, ETC.)

IF ACCEPTABLE TO THE GOVERNING ENVIRONMENTAL AGENCY, ALL SUCH TOPSOILS/ORGANIC LADEN SAND MATERIALS, IF APPROVED IN WRITING FIRST BY THE OWNER/GEOTECHNICAL CONSULTANT/ENGINEER, COULD BE:

A). PLACED AS FILL IN NEW (LARGER) LANDSCAPE/GRASS COMMON AREAS OR LANDSCAPE BERM AREAS (WITH COMPACTION), STOCKPILING OF SUCH "TOPSOILS/ORGANIC LADEN SAND MATERIALS" (AMOUNTS/LOCATIONS), IF ACCEPTABLE, WILL BE DIRECTED BY THE OWNER/LANDSCAPE CONSULTANT;

B). PLACED IN TEMPORARILY EXCAVATED LITTORAL SHELF AREAS IN SELECTED STORMWATER PONDS, OR IN TEMPORARILY EXCAVATED SELECTED WETLAND MITIGATION PONDS, IN EITHER CASE NOT IN SIDE BANKS AND NOT BELOW THE PERMITTED DESIGN DEPTH OF THE POND, OR SUCH TOPSOILS/ORGANIC LADEN SAND MATERIALS COULD BE BURIED IN TEMPORARILY EXCAVATED PASSIVE RECREATION/PARK AREAS (AT LEAST 30 FEET FROM ANY STRUCTURE) AT APPROVED DEPTHS/LOCATIONS, BUT ALL THESE DISPOSAL AREAS WILL REQUIRE REFILLING (WITH COMPACTION) TO REQUIRED DESIGN GRADES;

C). PLACED ALONG THE BOTTOM OF SELECTED FLOODPLAIN MITIGATION PONDS (NOT IN SIDE BANKS), NOT BELOW THE PERMITTED EXCAVATION DEPTH OF THE POND;

D.) PLACED ALONG THE BOTTOM OF SELECTED DEEPER STORMWATER PONDS (NOT IN SIDE BANKS), NOT BELOW THE PERMITTED DESIGN DEPTH.

ALL TOPSOIL/ORGANIC LADEN SAND DISPOSAL AREAS IN LITTORAL SHELF AREAS, WETLAND MITIGATION POND AREAS, PASSIVE RECREATION/PARK AREAS, OR LANDSCAPE/BERM AREAS WILL REQUIRE ADEQUATE COMPACTION BY THE CONTRACTOR, SUCH THAT NO SIGNIFICANT FUTURE UNACCEPTABLE SETTLEMENT OF A LITTORAL SHELF AREA, CREATED WETLAND AREA, PARK/GRASSED AREA, OR LANDSCAPE BERM WILL OCCUR.

IF ANY OF THESE PROCEDURES ARE CONTEMPLATED BY THE CONTRACTOR, THEN THE CONTRACTOR SHALL NOTIFY THE OWNER/GEOTECHNICAL CONSULTANT/ENGINEER IN WRITING, AT THE START OF CONSTRUCTION, WITH SOME SPECIFIC INFORMATION, INCLUDING THE ESTIMATED QUANTITY AND TYPES OF MATERIALS, TO WHICH STORMWATER PONDS, FLOODPLAIN MITIGATION PONDS, WETLAND MITIGATION PONDS, PASSIVE RECREATION/PARK AREAS, OR LANDSCAPE BERM AREAS THEY PROPOSE TO USE FOR THIS TYPE OF CLAYEY SAND/CLAY DISPOSAL, AND WHAT APPROXIMATE ELEVATIONS WILL BE THE TOP AND BOTTOM OF THE CLAYEY MATERIALS.

6.) STRUCTURAL SAND FILL MATERIALS (TYPICALLY GENERATED FROM POND/LAKE EXCAVATIONS, CUT FROM HIGHER ELEVATION AREAS, OR FROM UTILITY PIPELINE/MANHOLE EXCAVATIONS; SUCH SAND MATERIALS, WITH TYPICALLY 35% FINES OR LESS PASSING THE NO. 200 SIEVE, DESIGNATED EITHER SP, SP-SM, SM OR A-2-4, A-2-6 OR A-3, PER THE UNIFIED AND AASHTO SOIL CLASSIFICATION SYSTEMS, RESPECTIVELY; SUCH SAND MATERIALS BEING SUITABLE OR ACCEPTABLE FOR REUSE BY THE CONTRACTOR AS BUILDING PAD FILL, STRUCTURAL FILL, ROADWAY EMBANKMENT FILL, AND PIPELINE OR MANHOLE EXCAVATION BACKFILL.)

ALL SUCH SAND MATERIALS SHALL BE REUSED ONSITE BY THE CONTRACTOR, PER THE GEOTECHNICAL REPORTS, AS BUILDING PAD FILL, STRUCTURAL FILL, ROADWAY EMBANKMENT FILL, AND PIPELINE OR MANHOLE EXCAVATION BACKFILL; PLACED BY THE CONTRACTOR IN LOOSE LIFTS NOT EXCEEDING 12-INCHES, COMPACTED TO AT LEAST 95% OR 98% MODIFIED PROCTOR (PER ASTM D-1557 OR AASHTO T-180), WHICHEVER IS APPLICABLE DEPENDING UPON THE FUTURE USE OF THE FILLED AREA (SEE GEOTECHNICAL REPORTS); WITH DENSITY TESTING OF EACH FILL LIFT FOR ACCEPTANCE BY THE GEOTECHNICAL CONSULTANT, UPON CONTRACTOR REQUEST, PRIOR TO THE NEXT FILL LIFT BEING PLACED.

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

HEIDT DES

WATER AND SEWER CONSTRUCTION NOTES:

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN FROM THE ENGINEER OR OWNER A COPY OF ALL PERTINENT PERMITS RELATED TO THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT ALL CONSTRUCTION ACTIVITIES ARE IN COMPLIANCE WITH THE CONDITIONS OF ALL PERMITS AND APPROVALS.
2. ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF DELAND WATER AND WASTEWATER TECHNICAL MANUAL AND TECHNICAL SPECIFICATIONS, LATEST EDITION, AT THE TIME OF PLAN APPROVAL.
3. SOD ALL AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION.
4. IN ACCORDANCE WITH THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT (CHAPTER 556, F.S.) THE CONTRACTOR SHALL CALL THE SUNSHINE STATE ONE CALL OF FLORIDA (SSCOF) AT (811) FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY EXCAVATION.
5. CONTRACTOR SHALL CONTACT THE ENGINEER AND/OR THE OWNER PRIOR TO ANY CONSTRUCTION THAT MAY DAMAGE TREES.
6. CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF EXISTING WATER AND SEWER LINES PRIOR TO BEGINNING CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL ROAD CROSSING AND/OR UTILITY PERMITS NOT PROVIDED BY THE ENGINEER OR OWNER.
8. THE FIELD-SURVEYED OR REPORTED LOCATIONS OF ALL EXISTING UNDERGROUND AND ABOVE-GROUND UTILITIES KNOWN TO EXIST AT THE TIME OF PLANS PRODUCTION HAVE BEEN DEPICTED HEREON; HOWEVER, CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IMMEDIATELY.
9. ADJUSTING MANHOLE TOPS TO MATCH GRADE AND SLOPE OF THE FINISH PAVING SHALL BE INCLUDED IN THE RESPECTIVE CONTRACT UNIT PRICE FOR MANHOLES; PAYMENT OF WHICH WILL CONSTITUTE FULL COMPENSATION FOR THE CONSTRUCTION AND COMPLETION OF THE MANHOLE, AND NO ADDITIONAL PAYMENT WILL BE ALLOWED OR MADE FOR ADJUSTING MANHOLE TOPS.
10. ALL SANITARY SEWER MANHOLES TO BE CONSTRUCTED IN UNPAVED AREAS SHALL INCLUDE WATER-TIGHT MANHOLE COVER SEALS.
11. ALL SANITARY SEWER MANHOLES 15 FEET OR GREATER DEEP SHALL HAVE A MINIMUM DIAMETER OF 60 INCHES.
12. THE LOCATIONS AND ELEVATION OF ALL SERVICE LINES ARE TO BE DETERMINED IN THE FIELD BY OWNER AND/OR CONTRACTOR PRIOR TO CONSTRUCTION OF SAME.
13. ALL SANITARY SEWER LATERALS SHALL BE MARKED WITH AN "S" CUT INTO THE CURB LINE DIRECTLY IN FRONT OF THE SERVICE LOCATION.
14. ALL SANITARY SEWER GRAVITY MAIN PIPE AND FITTINGS 12 INCHES IN DIAMETER AND SMALLER SHALL BE PVC SDR-26 AND SHALL COMPLY WITH ASTM D 3034. THE LAST RUN OF PVC GRAVITY SEWER ENTERING A LIFT STATION SHALL BE C900 DR 25. ALL SANITARY SEWER GRAVITY MAIN PIPE AND FITTINGS 16 INCHES AND LARGER SHALL BE C900, DR 25. ALL 6" SANITARY SEWER PIPE SHALL BE CONSTRUCTED AT A 1.0% MINIMUM SLOPE.
15. ALL 4" SANITARY SEWER PIPE SHALL BE CONSTRUCTED AT A 1.2% MINIMUM SLOPE.
16. ALL PVC WATER AND RECLAIMED WATER PRESSURE PIPE WITH A DIAMETER UP TO AND INCLUDING 12 INCHES SHALL HAVE A MINIMUM COVER OF 36 INCHES. ALL SANITARY PRESSURE PIPE AND WATER AND RECLAIMED PRESSURE PIPE 14 INCHES AND LARGER SHALL HAVE A MINIMUM COVER OF 48 INCHES.
17. ALL PVC FORCE MAIN PRESSURE PIPE SIZES 4" - 12" SHALL BE AWWA C900 DR-18 OR AWWA C909 CLASS 235, AND SIZES 16" AND GREATER SHALL BE ANSI/AWWA C151/A21.51, CL 50 (MINIMUM) WITH INTERNAL COATING. ALL FITTINGS AND REQUIRED APPURTENANCES SHALL MEET THE REQUIREMENTS OF THE CITY OF DELAND WATER, WASTEWATER, AND RECLAIMED WATER TECHNICAL SPECIFICATIONS , LATEST EDITION AT THE TIME OF PLAN APPROVAL.
18. FORCE MAIN SHALL BE LOCATED 6' OFF RIGHT-OF-WAY LINE UNLESS OTHERWISE NOTED.
19. ALL WASTEWATER PVC PIPE SHALL BE GREEN IN COLOR.
20. ALL RECLAIMED WATER PRESSURE PIPE MAINS SHALL BE "PURPLE" COLOR, ANSI/AWWA C-900, DR-18 PVC.
21. ALL PVC WATER MAIN PRESSURE PIPE SHALL CONFORM TO THE REQUIREMENTS FOUND IN AWWA C-900, CLASS 150, DR-18 LATEST EDITION AT THE TIME OF PLAN APPROVAL. ALL FITTINGS AND REQUIRED APPURTENANCES SHALL MEET THE REQUIREMENTS OF THE CITY OF DELAND WATER, WASTEWATER, AND RECLAIMED WATER TECHNICAL SPECIFICATIONS , LATEST EDITION AT THE TIME OF PLAN APPROVAL.
22. ALL WATER MAIN PIPE AND FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, FLORIDA ADMINISTRATIVE CODES, USING BLUE AS THE PREDOMINANT COLOR.

SANITARY SEWERS, FORCE AND RECLAIMED MAINS AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. MINIMUM CLEARANCE DISTANCES BETWEEN PIPELINES SHOWN IN UTILITY DETAILS.

23. THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) WHENEVER THE ABOVE VERTICAL CLEARANCES ARE NOT MET. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE LEAK FREE AND MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT THE CROSSING.
24. ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER AND RECLAIMED PIPES JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).
25. WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP AND THE CROSSING SHALL BE ARRANGED TO MEET THE REQUIREMENTS ABOVE.
26. IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION BETWEEN ANY TYPE OF PARALLEL SEWER AND WATER MAIN, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
27. WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES OR A HORIZONTAL DISTANCE OF 10 FEET IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (IF AVAILABLE IN THE SIZE PROPOSED) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
28. ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED.
29. WATER MAIN SHALL BE LOCATED 6' OFF RIGHT-OF-WAY LINE UNLESS OTHERWISE NOTED.BENDS SHALL BE INSTALLED IN FORCE MAIN AND/OR WATER MAIN TO AVOID UNFORESEEN CONFLICTS IN EXISTING OR PROPOSED STRUCTURES.
30. THE JOINT DEFLECTION METHOD SHALL BE USED WHERE PRACTICAL IN LIEU OF INSTALLING BENDS.
31. FIRE HYDRANT, GATE VALVE AND BLOW-OFF VALVE ASSEMBLIES SHALL CONSIST OF ALL PIPE, VALVES, TEES, FITTINGS, AND ANY AND ALL OTHER APPURTENANCES COMPRISING A COMPLETE, WORKING UNIT.
32. THE LOCATION OF NEW FIRE HYDRANTS SHALL BE IDENTIFIED WITH A BLUE REFLECTIVE PAVEMENT MARKER INSTALLED ON THE ROADWAY. THE REFLECTIVE MARKER SHALL BE LOCATED PERPENDICULAR TO THE HYDRANT, IN THE CENTER OF THE LANE CLOSEST TO THE HYDRANT.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FLOW TESTING AND COLOR CODING OF ALL NEWLY INSTALLED FIRE HYDRANTS IN THE EXISTING OR PROPOSED CITY OF DELAND RIGHT-OF-WAY AND UTILITY EASEMENTS THAT ARE TO BE DEDICATED TO CITY OF DELAND PRIOR TO THE FINAL INSPECTION OF THE PROJECT. THE ENGINEER OF RECORD AND/OR CONTRACTOR SHALL REFER TO NFPA STANDARD 291 FOR FLOW TESTING AND COLOR CODING METHODS AND PROCEDURES.
34. FOR WATER, RECLAIMED, AND SEWER TAPS, CONTRACTOR TO PROVIDE AND INSTALL TAPPING SLEEVE AND VALVE AND ALL APPURTENANCES FOR CONTRACTOR TO MAKE TAP.
35. ALL WATER AND SANITARY SEWER SERVICE LOCATIONS ARE SHOWN GRAPHICALLY FOR PLANNING PURPOSES ONLY. FOR ACTUAL SERVICE CONSTRUCTION, SEE WATER SERVICE DETAILS W-3A - W6G. FOR SANITARY SEWER LATERALS SEE SERVICE DETAILS S-2A AND S-2B.
36. ALL VALVE BOX ASSEMBLIES LOCATED WITHIN ROADWAYS OR PARKING AREAS SHALL BE PROTECTED FROM TRUCK TRAFFIC BY USE OF 6" THICK REINFORCED CONCRETE PADS POURED AROUND VALVE BOXES (SEE DETAIL).
37. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT." THE CONTRACTOR SHALL ENSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
38. ALL NON-METALLIC PIPE SHALL BE INSTALLED WITH 2 PAIR INSULATED 10 GAGE COPPER TRACER WIRE IN ACCORDANCE W/ THE CITY OF DELAND WATER, WASTEWATER, AND RECLAIMED WATER TECHNICAL SPECIFICATIONS, LATEST EDITION AT THE TIME OF PLAN APPROVAL.
39. THE CONTRACTOR OR ENGINEER OF RECORD SHALL CONTACT THE CITY OF DELAND WATER RESOURCE SERVICES DEPARTMENT'S UTILITY INSPECTION SECTION AND LINE MAINTENANCE UNIT TO SET UP PRE-CONSTRUCTION MEETINGS.
40. PRIOR TO CITY OF DELAND WATER RESOURCE SERVICES DEPARTMENT PROVIDING A FINAL INSPECTION RELEASE, THE FOLLOWING INSPECTIONS WILL BE REQUIRED (PROVIDE MINIMUM 48 HOURS' NOTICE FOR ALL INSPECTIONS AND TESTS):
    a. FINAL INSPECTION OF ALL (DEDICATED) UTILITY INSTALLATIONS MUST BE CONDUCTED BY THE DEPARTMENT TO ENSURE STANDARDS COMPLIANCE.
    b. ALL REQUIRED LEAKAGE TESTS MUST BE OBSERVED AND PASSED BY WATER DEPARTMENT PERSONNEL.
    c. ALL GRAVITY LINE VIDEO INSPECTIONS MUST BE OBSERVED AND PASSED BY WATER DEPARTMENT PERSONNEL.
    d. ALL PUNCH LIST ITEMS MUST BE COMPLETED AND RE-INSPECTED FOR COMPLIANCE.
    e. ALL REQUIRED SITE RESTORATION SHALL BE COMPLETED.
42. ALL FITTINGS, APPURTENANCES, DEPTH OF PIPE SHALL BE MARKED IN THE FIELD FOR AS-BUILT PLAN PREPARATION.

FLORIDA GAS TRANSMISSION ENCROACHMENT SPECIFICATIONS

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. Owner shall provide a minimum of forty-eight (48) hours notice to FGT, prior to any installation, construction, excavation or demolition work on the Easement Area, and to ensure further safety Owner shall also call SUNSHINE ONE CALL or its successor at 800-432-4770. A FGT representative must be present when any work is done on the Easement Area. The onsite FGT representative will have the authority to shutdown work by the contractor if the contractor's activities are judged to by unsafe by the FGT representative. The FGT representative will be invited to participate in contractor's safety meetings. This provision applies each time FGT's Pipeline Facilities are crossed.

2. Normal ground cover (a minimum of three feet [3'] of pipeline cover) is to be maintained over the subsurface Pipeline Facilities within the Easement Area. Three feet (3') of cover will also be required over the Pipeline Facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle).

3. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the Easement Area.

4. Where the Encroachment includes for utilities, all such utilities crossing the Easement Area must have a minimum separation of eighteen inches (18") between the utility and FGT's pipeline(s) at the point of crossing and must cross at a 90° angle. No utilities shall be constructed above the Easement Area or between the surface of the Easement Area and the top of the subsurface Pipeline Facilities. No parallel utilities are permitted within the Easement Area.

5. Where consent for utility lines has been granted, electric lines must be encased in steel throughout the Easement Area; fiber optic, telephone and cable television lines must be encased in PVC throughout the Easement Area. Cables energized to 600 volts or more should cross a minimum of three feet (3') below the subsurface Pipeline Facilities if practical, be encased in concrete, color coded red, across the entire right-of-way width, and have external, spiral wound, neutrals grounded on each side of the right-of-way. The cable crossing should be clearly and permanently marked on each side of the right-of-way if practical.

6. Where consent for fencing has been granted, the Owners must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the Easement Area. Posthole excavations for fencing placed on the Easement Area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the Pipeline Facilities or closer than five feet (5') on either side of the Pipeline Facilities. Any such fence shall be constructed and maintained by Owner in such a manner that does not prevent FGT personnel from viewing the Easement Area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT Pipeline Facilities will be allowed within the Easement Area. FGT's access to its Pipeline Facilities shall be maintained by Owner. If the gate is locked with Owner's lock, Owner shall provide FGT with keys to enable FGT to unlock and open the gate.

7. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the Easement Area.

8. No roto-mixing or vibrating machinery is allowed within the Easement Area.

9. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for FGT to inspect and make coating repairs as the subsurface Pipeline Facilities are exposed.

10. Twelve inches (12") of backfill around the subsurface Pipeline Facilities shall be sand; free of rocks and debris. Rock Shield will be installed around Pipeline Facilities.

11. No more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, engineering stress calculations must be performed by FGT engineering and approved by FGT operations prior to allowing any more than the twenty feet (20') of exposed pipe.

12. Excavators shall be equipped with toothless buckets when digging or excavating within 3 feet of the Pipeline Facilities. All mechanical excavation performed within 3 feet of the pipeline will be performed parallel to the pipeline (i.e. track-hoe can not reach over the pipeline to dig on the opposite side of the pipeline)

13. All excavation within 18" from the top or 36" from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to 12" from the side or bottom of the exposed pipeline may proceed by mechanical means if FGT is satisfied it may be done safely with the equipment and operator available. (FGT Operating Procedures Manual number 80.102).

14. All metallic foreign line crossings shall have Micarta board placed between the FGT Pipeline Facilities and the foreign crossing to prevent any interference with the FGT cathodic protection system and equipment from the foreign crossing.

15. Barriers adequate to prevent vehicular damage to any exposed Pipeline Facilities shall be installed and maintained at all times.

16. Cathodic protection test lead wires shall be protected from damage by construction activity.

17. No installation, construction, excavation, or demolition work shall be performed within the Easement Area on weekends or holidays unless Owner agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.

18. Where consent for landscaping has been granted, Owner shall not plant any trees and shrubs on the Easement Area which are classified as "deep rooted" or are projected to exceed an eventual growth height of six (6) feet. Trees and shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the Pipeline Facilities.

19. These Engineering and Construction Specifications address activities on the Easement Area for which FGT has not granted consent to Owner to include as part of the Encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, the FGT consent is and shall be limited to the Encroachment as described and limited by the Encroachment Agreement to which this Exhibit "A" is attached.

1 LEGAL DESCRIPTION (PER TITLE COMMITMENT)

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AND A PARTIAL REPLAT OF LOTS 6, 7, 8, AND 18, ASSESSOR'S SUBDIVISION OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTION MAP SECTION 79020-2545; THENCE ALONG THE WEST LINE OF SAID EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 RUN N 01°41'54" W, A DISTANCE OF 1238.51 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 RUN N 89°30'33"E, A DISTANCE OF 90.80 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE N 89°30'33" E, A DISTANCE OF 454.32 FEET TO THE NORTHEAST CORNER OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18 RUN N 01°20'00 W, A DISTANCE OF 1643.97 FEET; THENCE DEPARTING SAID EAST LINE RUN S 88°40"00" W, A DISTANCE OF 260.87 FEET; THENCE RUN N 76°00'00" W, A DISTANCE OF 186.00 FEET; THENCE RUN S 14°00'00" W, A DISTANCE OF 32.21 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 813.82 FEET; THENCE RUN S 88°01'41" W, A DISTANCE OF 672.62 FEET TO A POINT ON CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1022.00 FEET, A CENTRAL ANGLE OF 01°30'36", A CHORD BEARING OF S 04°53'20" E AND A CHORD DISTANCE OF 26.93 FEET, RUN 26.93 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 84°21'22" W, A DISTANCE OF 130.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1152.00 FEET, A CENTRAL ANGLE OF 06°26'40", A CHORD BEARING OF N 02°25'18" W AND A CHORD DISTANCE OF 129.51 FEET, RUN 129.57 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 00°48'02" E, A DISTANCE OF 94.33 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 317.53 FEET; THENCE RUN S 33°30'38" W, A DISTANCE OF 50.04 FEET; THENCE RUN S 41°25'52" W, A DISTANCE OF 6.08 FEET; THENCE RUN S 01°31'18" E, A DISTANCE OF 188.34 FEET; THENCE RUN S 76°39'19" E, A DISTANCE OF 103.70 FEET; THENCE RUN S 74°41'51" E, A DISTANCE OF 109.87 FEET; THENCE RUN S 27°39'46" E, A DISTANCE OF 114.33 FEET; THENCE RUN S 28°32'25" W, A DISTANCE OF 41.97 FEET; THENCE RUN S 19°37'01" E, A DISTANCE OF 46.29 FEET; THENCE RUN S 26°10'40" E, A DISTANCE OF 41.40 FEET; THENCE RUN S 50°43'50" E, A DISTANCE OF 42.26 FEET; THENCE RUN S 79°08'33" E, A DISTANCE OF 40.73 FEET;THENCE RUN S 41°16'10" E, A DISTANCE OF 35.28 FEET; THENCE RUN S 54°06'34" E, A DISTANCE OF 95.89 FEET; THENCE RUN S 28°39'29" E, A DISTANCE OF 28.23 FEET; THENCE RUN S 02°08'16" E, A DISTANCE OF 161.50 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 222.00 FEET, A CENTRAL ANGLE OF 26°15'50", A CHORD BEARING OF S 10°59'39" W AND A CHORD DISTANCE OF 100.87 FEET, RUN 101.76 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 65°52'26" E, A DISTANCE OF 130.00 FEET A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 352.00 FEET, A CENTRAL ANGLE OF 07°17'29", A CHORD BEARING OF N 20°28'50" E AND A CHORD DISTANCE OF 44.77 FEET, RUN 44.80 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 73°09'55" E, A DISTANCE OF 56.00 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 408.00 FEET, A CENTRAL ANGLE OF 07°53'49", A CHORD BEARING OF S 20°47'00" W AND A CHORD DISTANCE OF 56.19 FEET, RUN 56.23 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 64°07'26" E, A DISTANCE OF 260.03 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 668.00 FEET, A CENTRAL ANGLE OF 04°18'23", A CHORD BEARING OF N 23°01'26" E AND A CHORD DISTANCE OF 50.19 FEET, RUN 50.21 ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 69°07'45" E, A DISTANCE OF 56.00 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 724.00 FEET, A CENTRAL ANGLE OF 04°11'24", A CHORD BEARING OF S 22°57'57" W AND A CHORD DISTANCE OF 52.93 FEET, RUN 52.95 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 66°19'28" E, A DISTANCE OF 324.00 FEET; THENCE RUN S 89°59'59" E, A DISTANCE OF 134.76 FEET; THENCE RUN N 73°37'56" E, A DISTANCE OF 36.75 FEET; THENCE RUN N 66°12'34" E, A DISTANCE OF 82.17 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 23°47'27", A CHORD BEARING OF N 78°06'17" E AND A CHORD DISTANCE OF 41.23 FEET, THENCE RUN 41.52 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 89°59'59" E, A DISTANCE OF 282.33 FEET; THENCE RUN N 00°00'01" E, A DISTANCE OF 186.00 FEET; THENCE RUN S 89°59'59" E, A DISTANCE OF 30.54 FEET; THENCE RUN N 00°00'01" E, A DISTANCE OF 130.00 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 22.20 FEET; THENCE RUN N 00°00'01" E, A DISTANCE OF 45.46 FEET; THENCE RUN N 89°40'13" E, A DISTANCE OF 107.05 FEET; THENCE RUN S 89°17'56" E, A DISTANCE OF 150.00 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2628.00 FEET, A CENTRAL ANGLE OF 12°18'56", A CHORD BEARING OF S 06°51'32" W AND A CHORD DISTANCE OF 563.80 FEET; RUN 564.88 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 65°05'13" W, A DISTANCE OF 75.96 FEET; THENCE RUN S 03°30'44" W, A DISTANCE OF 35.58 FEET; THENCE RUN S 43°09'02" E, A DISTANCE OF 320.47 FEET; THENCE RUN S 29°18'35" W, A DISTANCE OF 38.58 FEET; THENCE RUN S 56°12'52" W, A DISTANCE OF 118.47 FEET; THENCE RUN S 00°29'27" E, A DISTANCE OF 12.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND A PARTIAL REPLAT OF LOTS 1, 2, 3, 10 THROUGH 16 AND 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTION MAP SECTION 79020-2545; THENCE RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID NORTH RIGHT-OF-WAY LINE; (1) THENCE RUN S 89°08'34" W, A DISTANCE OF 610.31 FEET; (2) THENCE RUN S 88°58'34" W, A DISTANCE OF 644.57 FEET (3) TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 995.42 FEET, A CENTRAL ANGLE OF 20°22'00", A CHORD BEARING OF S 78°47'34" W AND A CHORD DISTANCE OF 351.98 FEET, RUN 353.84 FEET ALONG THE ARC OF SAID CURVE TO A POINT; (4) THENCE RUN N 34°47'32" W, A DISTANCE OF 51.33 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) THENCE RUN N 34°47'32" W, A DISTANCE OF 71.46 FEET; (2) THENCE RUN S 55°12'24" W, A DISTANCE OF 8.49 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN N 34°47'32" W, A DISTANCE OF 725.51 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 539.49 FEET, A CENTRAL ANGLE OF 28°14'43", A CHORD BEARING OF N 20°40'11" W AND A CHORD DISTANCE OF 263.27 FEET, RUN 265.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 06°32'49" W, A DISTANCE OF 323.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 14°32'23", A CHORD BEARING OF N 13°49'01" W AND A CHORD DISTANCE OF 303.70 FEET; THENCE RUN 304.52 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 68°54'48" E, A DISTANCE OF 54.27 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 256.00 FEET, A CENTRAL ANGLE OF 67°07'54", A CHORD BEARING OF N 17°16'53" E AND A CHORD DISTANCE OF 283.08 FEET, RUN 299.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 50°50'50" E, A DISTANCE OF 77.86 FEET; THENCE RUN S 39°09'10" E, A DISTANCE OF 130.00 FEET; THENCE RUN S 50°50'50" W, A DISTANCE OF 77.86 FEET; THENCE RUN S 39°09'10" E, A DISTANCE OF 56.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 67°07'54", A CHORD BEARING OF S 17°16'53" W AND A CHORD DISTANCE OF 77.41 FEET; RUN 82.02 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 16°17'04" E, A DISTANCE OF 6.67 FEET; THENCE RUN N 73°42'56" E, A DISTANCE OF 130.00 FEET; THENCE RUN S 16°17'04" E, A DISTANCE OF 270.93 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 44°43'44", A CHORD BEARING OF S 38°38'56" E AND A CHORD DISTANCE OF 146.11 FEET, RUN 149.89 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 61°00'48" E, A DISTANCE OF 300.06 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1158.00 FEET, A CENTRAL ANGLE OF 23°12'39", A CHORD BEARING OF S 49°24'29" E AND A CHORD DISTANCE OF 465.91 FEET, RUN 469.11 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 88°13'45" E, A DISTANCE OF 425.67 FEET; THENCE RUN S 01°46'15" E, A DISTANCE OF 632.00 FEET; THENCE RUN S 88°13'45" W, A DISTANCE OF 321.66 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 16°33'34", A CHORD BEARING OF N 10°55'55" W AND A CHORD DISTANCE OF 86.40 FEET, RUN 86.71 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 19°12'42" W, A DISTANCE OF 28.46 FEET; THENCE RUN S 79°23'18" W, A DISTANCE OF 192.83 FEET; THENCE RUN S 77°06'54" W, A DISTANCE OF 188.55 FEET; THENCE RUN S 31°06'55" W, A DISTANCE OF 75.48 FEET; THENCE RUN S 65°26'54" W, A DISTANCE OF 65.39 FEET; THENCE RUN S 22°33'27" W, A DISTANCE OF 86.99 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1045.42 FEET, A CENTRAL ANGLE OF 03°57'26", A CHORD BEARING OF S 69°56'10" W AND A CHORD DISTANCE OF 72.19 FEET, RUN 72.20 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 82.79 ACRES, MORE OF LESS.

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

GENERAL NOTES

PREPARED FOR: KH CW DELAND LLC

NO	DATE	DESCRIPTION
1	06/09/2023	REV. NOTE 34; ADDED LEGAL DESC
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	GNOTES
DESIGN BY:	DMYTRYK
DRAWN BY:



N

0 200 400

GRAPHIC SCALE: 1" = 200'

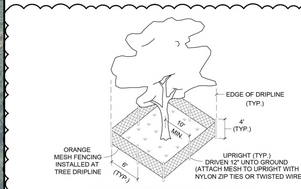
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NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

LEGEND

- WETLAND LIMITS
- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- BOUNDARY LIMITS
- RIGHT-OF-WAY LINE
- PHASE LINE

NOTE:

-TREE BARRICADES ARE REQUIRED AROUND ALL TREES WHICH HAVE BEEN DESIGNATED ON THE SITE PLAN TO BE RETAINED AND PROTECTED. PRIOR TO ANY CLEARING OR CONSTRUCTION ACTIVITY OCCURRING ON THE SITE, TREE BARRICADES SHALL BE CONSTRUCTED BY THE CONTRACTOR AND APPROVED BY THE CITY.



TYP. CITY TREE BARRICADE DETAIL

N.T.S.

TREE BARRICADES ARE REQUIRED AROUND ALL TREES WHICH HAVE BEEN DESIGNATED ON THE SITE PLAN TO BE RETAINED AND PROTECTED. PRIOR TO ANY CLEARING OR CONSTRUCTION ACTIVITY OCCURRING ON THE SITE, TREE BARRICADES SHALL BE CONSTRUCTED BY THE CONTRACTOR AND APPROVED BY THE CITY. TREE BARRICADES SHALL BE PLACED AT THE EDGE OF THE DRIPLINE OR A MINIMUM OF 10' FROM THE TRUNK OF THE TREE, WHICH EVER IS GREATER.

FOR THE BARRIER THE CITY RECOMMENDS SAFETY BARRICADE FENCING.

NOTE: EXISTING TREES IN LANDSCAPE BUFFER SHALL ALSO BE PROTECTED.

DATE: JANUARY 31, 2023 | **TREE BARRICADE DETAIL** | M112

City of DeLand - Standard Details

1

NOTE:
THIS EXHIBIT WAS PREPARED FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE DIGITAL AERIAL FILES HAVE BEEN USED HOWEVER THIS MAY NOT ACCURATELY DEPICT CURRENT SITE CONDITIONS. ADDITIONAL ENGINEERING, ENVIRONMENTAL REVIEWS, FIELD SURVEYING AND DATA COLLECTION ARE NECESSARY TO CORRECTLY PORTRAY ACTUAL SITE CONDITIONS. THIS EXHIBIT IS SUBJECT TO CHANGE WITHOUT NOTICE BASED ON THE ABOVE.

DATE OF PHOTO: 2015

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www.HeidtDesign.com

CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

AERIAL SITE PLAN

PREPARED FOR: KH CW DELAND LLC

NO	DATE	DESCRIPTION
1	06/09/2023	UPDATED TREE BARRICADE DETAIL
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	ASP
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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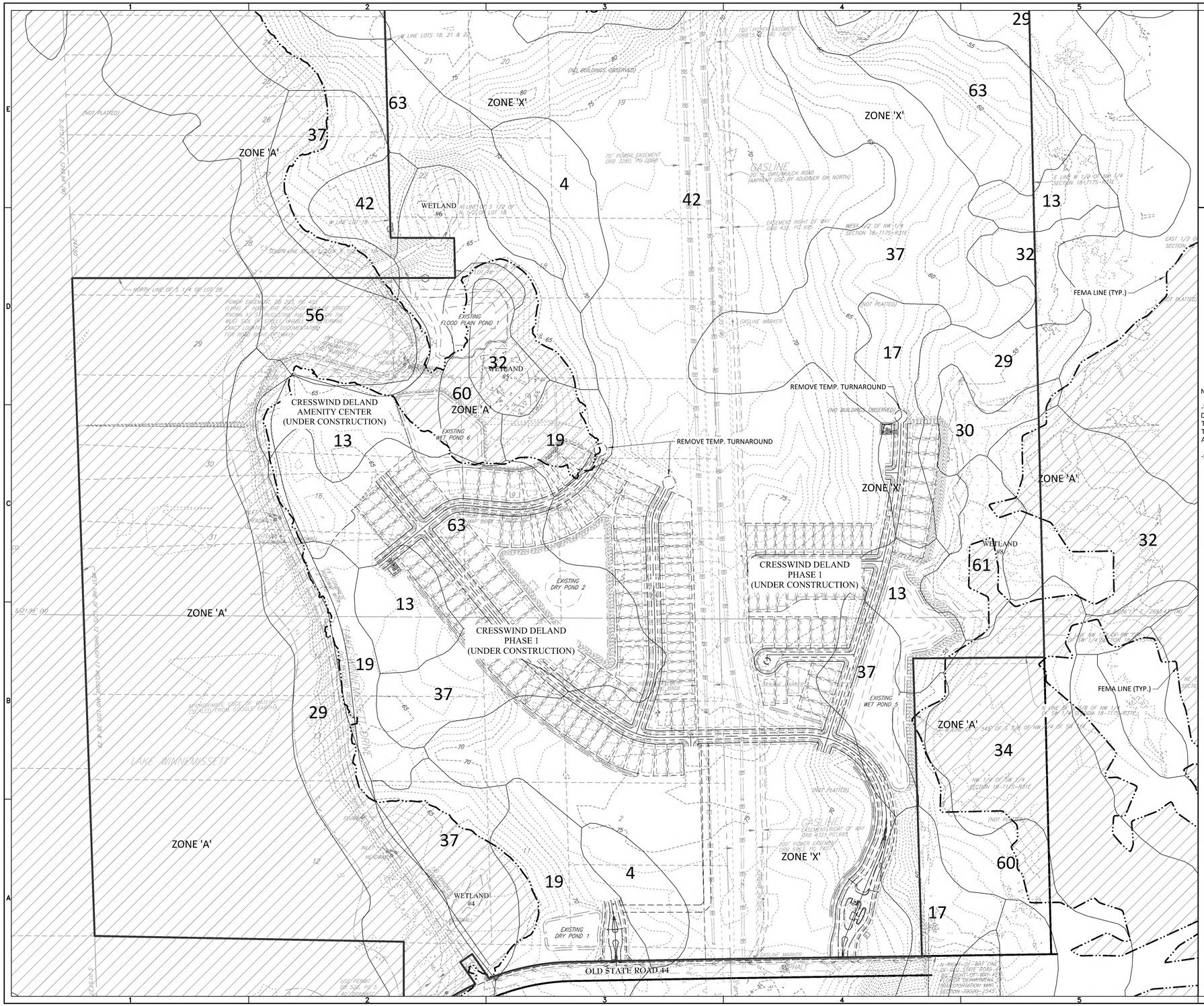
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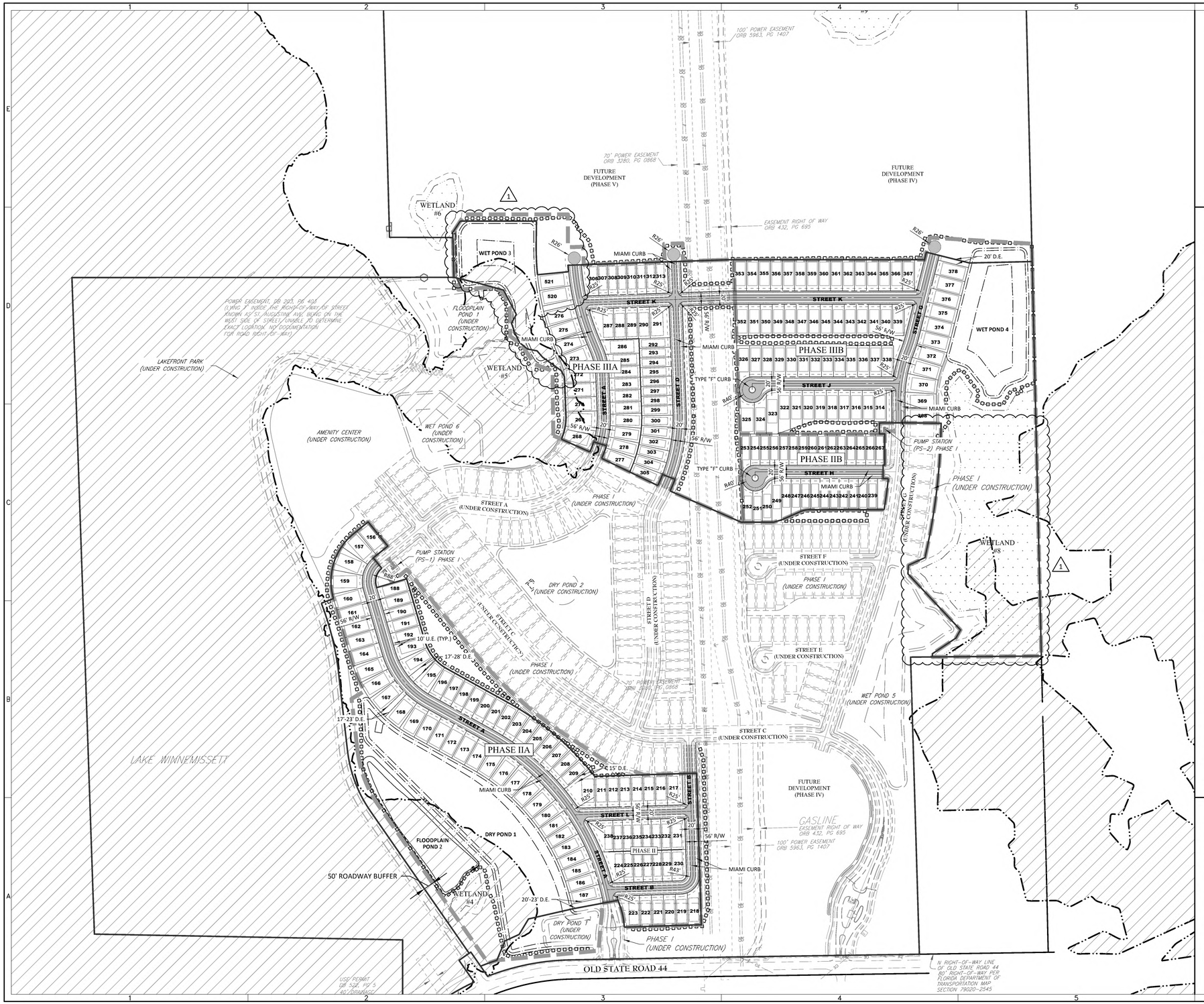
STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-103

N:\LAKE WINNEMISSETT\PHASE 2\ENGINEERING\ASP\ASP-DWG-C-103 2023\06\07 3:05 PM MARK JONES

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ZONE 'A'
ZONE 'X'
WETLAND #6
WETLAND #5
WETLAND #4
WETLAND #3
EXISTING FLOOD PLAIN POND 1
EXISTING WET POND 6
EXISTING DRY POND 2
EXISTING DRY POND 1
EXISTING WET POND 5
CRESSWIND DELAND AMENITY CENTER (UNDER CONSTRUCTION)
CRESSWIND DELAND PHASE 1 (UNDER CONSTRUCTION)
REMOVE TEMP. TURNAROUND
FEMA LINE (TYP.)
GASLINE
70' POWER EASEMENT ORB 3280, PG 4268
100' POWER EASEMENT ORB 1561, PG 1407
EASEMENT RIGHT OF WAY ORB 431, PG 695
EASEMENT RIGHT OF WAY ORB 4231, PG 1625
(NO BUILDINGS OBSERVED)
(NOT PLATTED)
LAKE WINNEMISSETT
OLD STATE ROAD 44
SOUTH LINE OF N 1/2 OF LOT 28
NORTH LINE OF S 1/4 OF LOT 28
W LINE LOTS 18, 21 & 22
W LINE LOT 18
N LINE OF S 1/2 OF N 1/2 OF LOT 18
E LINE W 1/2 OF NW 1/4 SECTION 18-17S-R31E
WEST 1/2 OF NW 1/4 SECTION 18-17S-R31E
EAST 1/2 OF SECTION
N LINE W 1/2 OF NW 1/4 SECTION 18-17S-R31E
S 1/2 OF NW 1/4 OF SW 1/4
NW 1/4 OF SW 1/4 SECTION 18-17S-R31E
N LINE NW 1/4 OF SW 1/4 SECTION 18-17S-R31E
N RIGHT-OF-WAY LINE OF OLD STATE ROAD 44 PER DEPT. OF WAY MAP OF FLORIDA DEPARTMENT OF TRANSPORTATION SEC 79020-2545
APPROXIMATE EDGE OF WATER (DIGITIZED FROM GOOGLE EARTH)
USE PERMIT DR-524 PH 1 AT TOWNHOMES
POWER EASEMENT, ORB 2523, PG 1161 LYING 7.5' NORTH AND WEST OF THE CENTERLINE OF THE EXISTING ASPHALT PAVEMENT KNOWN AS ST AUGUSTINE AVENUE AND ALSO THE WEST SIDE OF STREET LIGHT POLE CENTERLINE EXACT LOCATION TO BE DETERMINED FOR ROAD RIGHT-OF-WAY
18" CONCRETE REINFORCED PIPE CULVERT
INLET HEADWALL
FLUME
CURB INLET
CATCH BASIN
MAIL KIOSK
CURB INLET
SIDEWALK
ASPHALT
(IN PERP.) S 12°26'10" E
5421.99' (M)
N 89°56'50" E 2694.17' (M)
N 89°56'50" E 2694.17' (M)
N 89°56'50" E 2694.17



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

SITE PLAN

PREPARED FOR: KH CW DELAND LLC

NO	DATE	DESCRIPTION
1	06/09/2023	REV. LOT NO. & BNDY; ADDED LOTS 520 & 521
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: SITE
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

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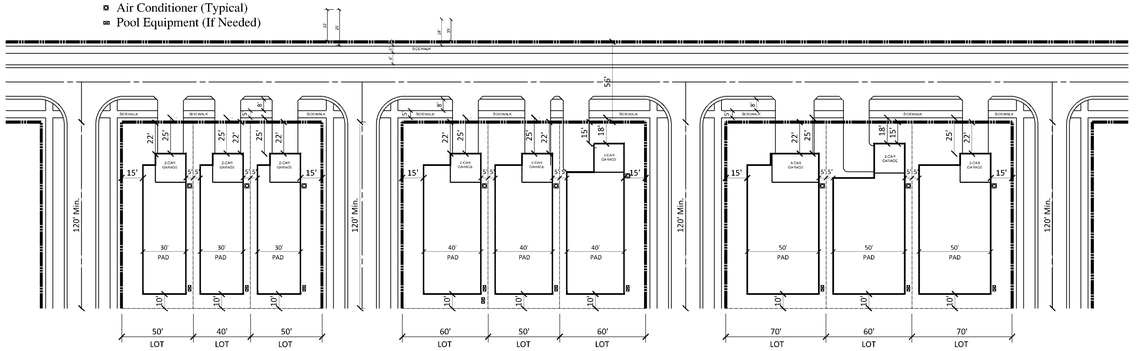
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LOT DEVELOPMENT STANDARDS				
Minimum Lot Area:	**4,800 SF**			
Minimum Lot Width:	**40'**			
Minimum Setbacks:		**40' Lots**	**50' Lots**	**60' Lots**
Building				
a. Front		15'	15'	15'
b. Rear		10'	10'	10'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Garage				
Front Facing[1]		22'	22'	22'
Side Facing		15'	15'	15'
Pools, Hot Tubs, Cabanas and Similar Structures				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		5'	5'	5'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Patios, Screened Enclosures:				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		3'	3'	3'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Fences:				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		0'	0'	0'
c. Side		0'	0'	0'
d. Side Corner		10'	10'	10'
e. Maximum Height		6'	6'	6'
Minimum Living Area (Heated):	**1,200 SF**			
Maximum Lot Impervious Area (40-Ft Product):	**66%**			
Maximum Lot Impervious Area (50-Ft Product):	**67.4%**			
Maximum Lot Impervious Area (60-Ft Product):	**70.7%**			
Maximum Project Impervious Area:	**40.8%**			
Maximum Building Height Residential:	**35'**			
Maximum Building Height Non-Residential:	**50'**			

2

LEGEND
- Air Conditioner (Typical)
- Pool Equipment (If Needed)



40' Lot Product — Corner Lot | Standard Lot | Corner Lot

50' Lot Product — Corner Lot | Standard Lot | Corner Lot With Side-Facing Garage

60' Lot Product — Corner Lot | Standard Lot With Side-Facing Garage | Corner Lot

1 NOTE: SETBACKS TO COMPLY WITH DETAILS AS SHOWN ON SHEET P-3 OF THE APPROVED CRESSWIND DELAND PD PLANS.

LOT SUMMARY					
LOT SIZE (FT)	PHASE IIA	PHASE IIB	PHASE IIIA	PHASE IIIB	TOTAL
40	13	29	22	0	64
50	45	0	13	53	111
60	25	0	14	12	51
SUBTOTAL	83	29	49	65	226

1 1

Parking Standards				
# Of Bedrooms	Parking Required	Guest Parking Req' (@ 0.25 Spaces/DU)	Total Parking Required	Parking Provided
1-3 Bedroom	2	0.5	2.5	4
4 Bedroom	3	0.75	3.75	4

NOTES:

1. THE PROPERTY SHALL BE DEVELOPED AS AN AGE RESTRICTED (55 AND OLDER) ACTIVE ADULT DEVELOPMENT.
2. SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF LOCAL ROADS IN THE 56' ROW SECTION. SIDEWALKS SHALL ONLY BE REQUIRED ON ONE SIDE OF LOCAL ROADS IN THE 50' ROW SECTION.
3. THE OPEN SPACE AND COMMON AREA TRACTS WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
4. A PASSIVE PARK WITH TRAIL CONNECTIONS TO RESIDENTIAL DEVELOPMENT IS PROPOSED THROUGH THE EXISTING POWER LINE AND GAS LINE EASEMENT. THE TRAIL SHALL AVERAGE 12 FEET IN WIDTH.
5. TREE PRESERVATION, BUFFERS, TREE REMOVAL AND PLANTING SHALL COMPLY WITH THE REQUIREMENTS OF THE CRESSWIND DELAND DEVELOPMENT AGREEMENT AND CITY OF DELAND LAND DEVELOPMENT CODE AS AMENDED.
6. ALL POTABLE WATER, WASTEWATER AND RECLAIM SHALL COMPLY WITH THE CITY OF DELAND LAND DEVELOPMENT CODE AS AMENDED AND THE FLORIDA ADMINISTRATIVE CODE 64E-6.
7. THE PROPOSED STORMWATER SYSTEM SHALL COMPLY WITH THE CITY OF DELAND LAND DEVELOPMENT CODE AS AMENDED, AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS.
8. ALL UTILITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
9. ACCESS TO THE PROPERTY MAY BE GATED AND WILL BE VIA TWO ENTRANCES FROM PHASE 1 ALONG THE OLD E. NEW YORK AVE.
10. NO CONNECTIONS FROM LAKE WINNEMISSETT DRIVE WILL BE ALLOWED EXCEPT FOR EMERGENCY AND COMMUNITY MAINTENANCE VEHICLES.
11. ALL STREETLIGHTS AND PARKING LOT LIGHTING IS TO BE FULL CUT OFF (DARK SKY) LIGHTING AND WILL BE CONSISTENT WITH THE LIGHTING APPROVED FOR PHASE 1.
12. LAND USE - LOW DENSITY RESIDENTIAL.
13. ZONING - CRESSWING DELAND PD (PLANNED DEVELOPMENT).
14. TOTAL NUMBER OF UNITS - 226.
15. THE DEVELOPER SHALL CLEAR PORTIONS OF THE PROJECT NEEDED FOR CONSTRUCTION OF THE INFRASTRUCTURE AND HOME SITES FOR ANY GIVEN PHASE. NO UNNECESSARY CLEARING WILL OCCUR. ANY CLEARING ACTIVITY OUTSIDE OF A PHASE WILL BE FOR PLACEMENT OF SURPLUS FILL ELIMINATING STOCKPILES. CLEARED AREAS WILL BE STABILIZED AT THE COMPLETION OF FILLING.

1

2

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

SITE PLAN DETAILS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
2	07/31/2023	UPDATED LOT IMPERVIOUS %; NOTE 15
1	06/09/2023	ADDED NOTES 10-14; PH. IIIA LOT #'S
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	SITE-DET
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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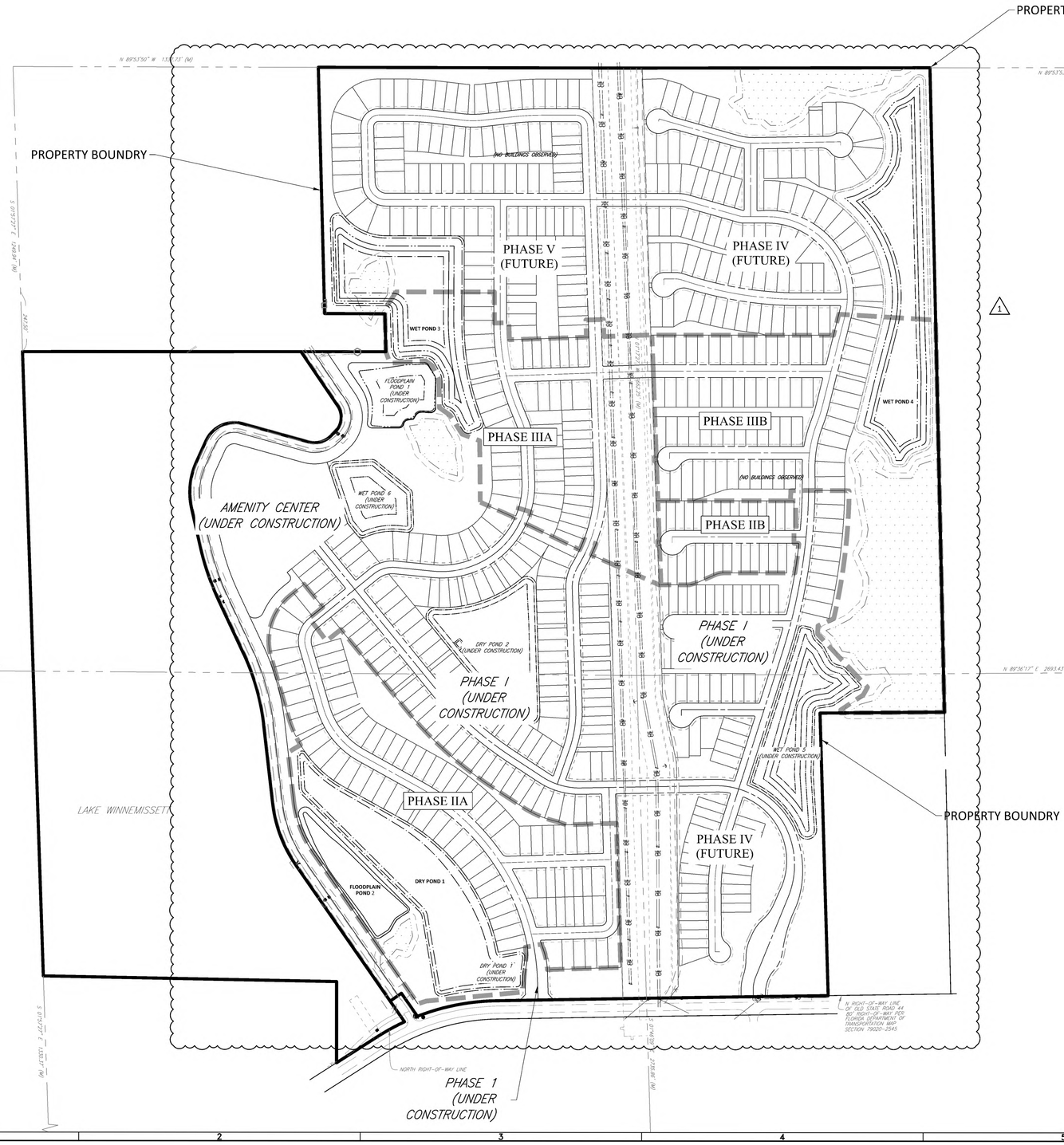
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N:\LAKE WINNEMISSETT\PHASE 2\ENGINEERING\SITE-DET DWG=C-106 2023/07/31 1:20 PM MICHAEL DMYTRYK



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GRAPHIC SCALE: 1" = 250'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

LEGEND

- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- BOUNDARY LIMITS
- RIGHT-OF-WAY LINE
- PHASE LINE

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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

OVERALL PHASING PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	02/20/2023	REVIEW SUBMITTAL
	06/09/2023	UPDATE PHASE LINES

PROJECT NO:	KGA-CD-1031
FILE:	PHASING
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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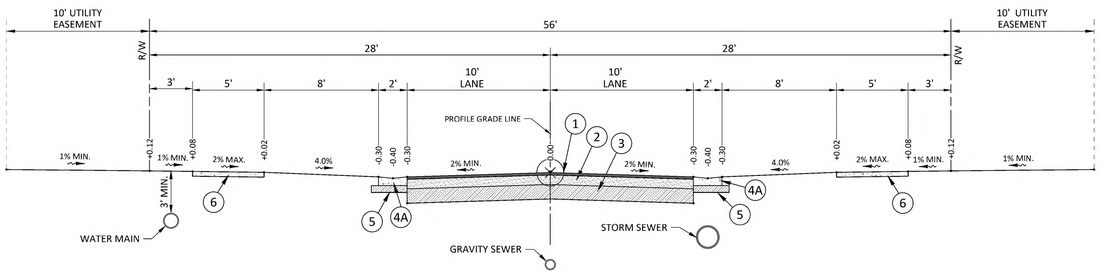
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1. 2" TYPE SP-9.5 STRUCTURAL COURSE (2 - 1" LIFTS)
2. 8" LIMEROCK BASE COURSE (LBR 100)
3. 12" STABILIZED SUBGRADE (98% AASHTO T-180, LBR 40)
4A. GUTTER CURB
5. 6" STABILIZATION (UNDER CURB ONLY)
6. 4" CONCRETE SIDEWALK (3000 PSI)

TYPICAL ROADWAY SECTION
56' RIGHT-OF-WAY - 10' LANES
DESIGN SPEED 25 MPH

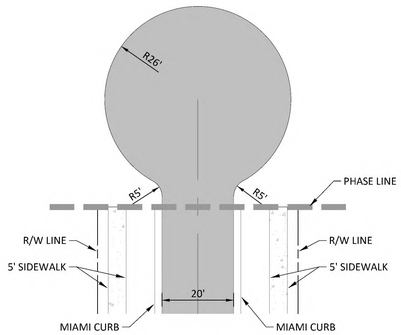
SCALE: 1" = 5'

PAVEMENT CONSTRUCTION NOTES:

1. PAVEMENT WEARING SURFACE SHALL BE ASPHALTIC CONCRETE OF TYPE AND THICKNESS SHOWN IN DETAIL AND SHALL MEET CURRENT FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FDOT SSRBC).
2. PAVEMENT BASE SHALL BE LIMEROCK, AS DESIGNATED IN PLANS, AND SHALL BE COMPACTED TO A MINIMUM THICKNESS AS SHOWN.
3. LIMEROCK BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 200 OF THE FDOT SSRBC.
4. LIMEROCK BASE MATERIAL SHALL CONFORM TO THE GRADATION CHART FOR GRADED AGGREGATE BASE, FDOT SECTION 204 AND 901 OF THE FDOT SSRBC.
5. LIMEROCK SHALL HAVE A MINIMUM LBR 100 OR GREATER.
6. AFTER ATTAINING THE PROPER MOISTURE CONDITIONS, UNIFORMLY COMPACT THE MATERIAL TO A DENSITY OF NOT LESS THAN 100% OF THE MAXIMUM DENSITY AS DETERMINED BY FM 1-T 180. ENSURE THAT THE MINIMUM DENSITY THAT WILL BE ACCEPTABLE AT ANY LOCATION OUTSIDE THE TRAVELED ROADWAY (SUCH AS INTERSECTIONS, CROSSOVERS, TURNOUTS, ETC.) IS 98% OF THE MAXIMUM DENSITY.
7. BASE SINGLE COURSE LIFTS SHOULD NOT EXCEED 6-INCHES (COMPACTED WITH 8" LOOSE).
8. STABILIZED SUBGRADE SHALL BE PLACED AND CONSTRUCTED FOR TYPE "B" STABILIZATION IN ACCORDANCE WITH FDOT SECTION 160 AND SHALL HAVE A MINIMUM LBR 40 OR GREATER. SUBGRADE SHALL BE COMPACTED TO THE MINIMUM THICKNESS AS SHOWN. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 98% MODIFIED PROCTOR PER FM 1-T 180.
9. ALL CURBS AND GUTTERS SHALL BE PLACED ON A FOUNDATION OF TYPE "B" STABILIZED SUBGRADE IN ACCORDANCE WITH FDOT SECTION 160 AND SHALL HAVE A MINIMUM LBR 40. SUBGRADE SHALL BE COMPACTED TO THE MINIMUM THICKNESS AS SHOWN. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 98% MODIFIED PROCTOR PER FM 1- T 180.
10. ALL PORTLAND CEMENT CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I.
11. ALL TESTING REFERENCED ABOVE SHALL, AT A MINIMUM, BE AT THE FREQUENCY REQUIRED BY THE GOVERNING AGENCY HAVING JURISDICTION, OR IN THE ABSENCE THEREOF, BY MINIMUM FDOT STANDARDS.

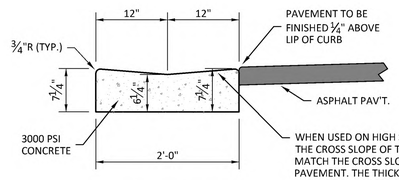
ALTERNATIVE CRUSHED CONCRETE BASE MATERIAL:

1. CRUSHED CONCRETE ROAD BASE MATERIAL SHALL BE OF UNIFORM QUALITY, FREE OF ALL ORGANICS, STEEL REBAR, ASPHALT DEBRIS, AND ANY OTHER DELETERIOUS MATERIALS.
2. CRUSHED CONCRETE ROAD BASE MATERIAL SHALL GENERALLY CONFORM TO THE GRADATION CHART FOR GRADED AGGREGATE BASE, FDOT SECTION 204 AND 901, TESTED AT A FREQUENCY REQUIRED BY THE GOVERNING AGENCY HAVING JURISDICTION. IN ADDITION, CRUSHED CONCRETE SHALL CONFORM TO THE APPLICABLE SPECIFICATION CONTAINED WITHIN PASCO COUNTY DESIGN STANDARDS, "CRUSHED CONCRETE BASE SPECIFICATION - INDEX 104."
3. CRUSHED CONCRETE ROAD BASE MATERIAL SHALL HAVE A MINIMUM COMPACTED DRY DENSITY OF 114.0 PCF (PER AASHTO T-180), AND A MINIMUM LIMEROCK BEARING RATION (LBR) OF 150 (UNDER-TOLERANCE +/-5%), TESTED AT A FREQUENCY REQUIRED BY THE GOVERNING AGENCY HAVING JURISDICTION, OR IN THE ABSENCE THEREOF, BY MINIMUM FDOT STANDARDS.
4. BASE SINGLE-COURSE LIFTS SHALL NOT EXCEED 6 INCHES (COMPACTED, 8 INCHES LOOSE).
5. CRUSHED CONCRETE ROAD BASE SHALL BE COMPACTED TO A MINIMUM OF 100% OF MODIFIED PROCTOR PER AASHTO T-180, TESTED AT A FREQUENCY REQUIRED BY THE GOVERNING AGENCY HAVING JURISDICTION, OR IN THE ABSENCE THEREOF, BY MINIMUM FDOT STANDARDS.
6. SUBGRADE SHALL BE PREPARED AS NOTED ABOVE.
7. CRUSHED CONCRETE BASE SHALL HAVE A 12-INCH THICK STABILIZED SUBGRADE, TYPE "B" STABILIZATION IN ACCORDANCE WITH FDOT SECTION 160 AND SHALL HAVE A MINIMUM LIMEROCK BEARING RATION (LBR) OF 40 OR GREATER. SUBGRADE SHALL BE COMPACTED TO THE MINIMUM THICKNESS AS SHOWN. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 98% MODIFIED PROCTOR PER AASHTO T-180.



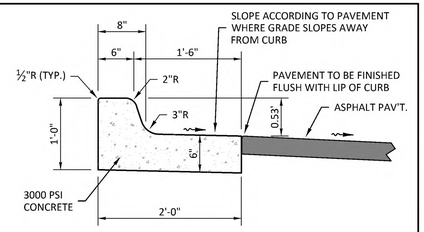
TEMPORARY CUL-DE-SAC

SCALE: 1" = 1'



GUTTER CURB

SCALE: 1" = 1'



TYPE "F" CURB & GUTTER ROTATED

SCALE: 1" = 1'

PROPOSED LOCAL ROADWAY DESIGN

MIN STR. # REQUIRED FOR RESIDENTIAL ROADS = 2.34

LAYER COEFFICIENTS	THICKNESS
0.44 - TYPE SP-9.5 ASPHALT SURFACE COURSE	2"
0.15 - LIMEROCK BASE COURSE (LBR -100)	8"
0.08 - STABILIZED SUBGRADE (LBR-40)	12"

SN = (0.44 x 2) + (0.15 x 8) + (0.04 x 12) = 3.04
SN SN$_R$
3.04 ≥ 2.34

ALTERNATE ROADWAY DESIGN

MIN STR. # REQUIRED FOR RESIDENTIAL ROADS = 2.34

LAYER COEFFICIENTS	THICKNESS
0.44 - TYPE SP-9.5 ASPHALT SURFACE COURSE	2"
0.18 - CRUSHED CONCRETE BASE COURSE (LBR-150)	8"
0.08 - COMPACTED SUBGRADE (LBR-40)	12"

SN = (0.44 x 1.5) + (0.18 x 6) + (0.08 x 12) = 3.28
SN SN$_R$
3.28 ≥ 2.34

Contractor may propose alternate pavement designs. Contractor shall submit any pavement alternatives to Engineer for approval prior to final subgrade preparations.

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Tampa, Florida 33610
Office: 813-253-5311
Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY DETAILS

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RS
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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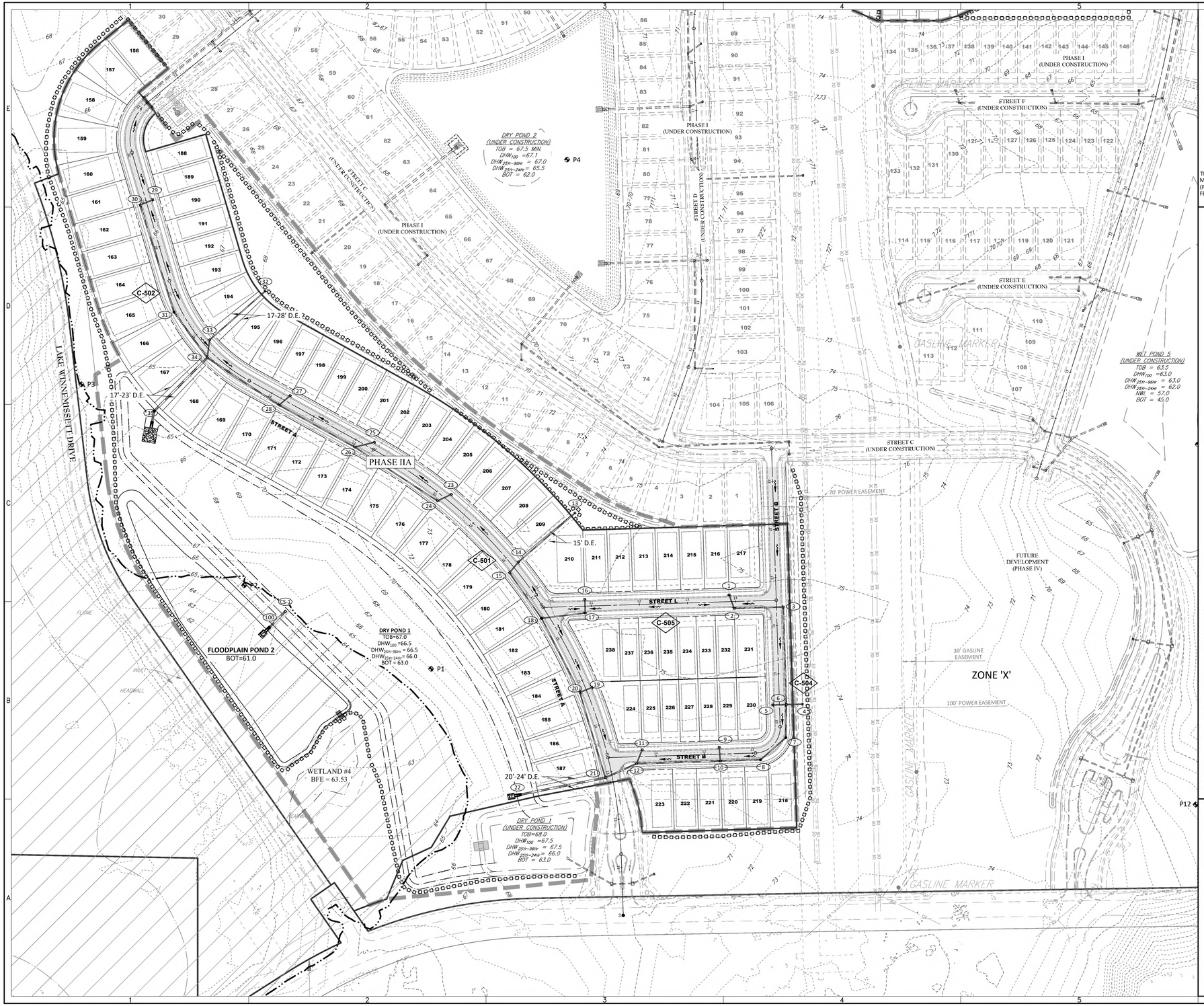
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0 100 200

GRAPHIC SCALE: 1" = 100'

ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION: NAVD 88 TO NGVD 29 = +1.07

THIS PROJECT LIES WITHIN FLOOD ZONE "AE" & "X" ACCORDING TO FLOOD INSURANCE RATE MAPS FOR VOLUSIA COUNTY, FLORIDA, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12127C0500H DATED FEBRUARY 19, 2014 AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

- WETLAND LIMITS
- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- FEMA LINE
- PROJECT BOUNDARY
- RIGHT-OF-WAY LINE
- PHASE LINE
- TREE BARRICADE

DRAINAGE LEGEND

EXISTING	PROPOSED
	STORM DRAINAGE STRUCTURE & PIPE
(10)	10 STRUCTURE NO.
	CS-F1 CONTROL STRUCTURE NO.
+15.0	15.00 SPOT ELEVATION GROUND
+15.0	15.00 SPOT ELEVATION PAVEMENT
	60.2 / 58.9 TOP OF WALL / BOTTOM OF WALL
	15.00 ROADWAY PROFILE ELEVATION
15	15.00 CONTOUR
	FF=15.00 FINISH FLOOR ELEVATION
	DIRECTION OF SURFACE FLOW
	STAKED EROSION CONTROL (SWFWMD PROJECT LIMITS AND THE LIMITS OF CLEARING AND FILLING)
	BOTTOM OF POND/TOP OF BANK OF POND
	6' WALL/FENCE (BY OTHERS)
	C-505 PLAN & PROFILE SHEET NUMBER
	A-A / C-317 SECTION ID LABEL / SECTION SHEET NUMBER
	100 YR FLOOD PLAIN LIMITS

POND EXCAVATION NOTE:

NO EXCAVATION SHALL EXTEND BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS, UNLESS ADDITIONAL TESTING SUPPORTS OTHERWISE AND THE ENGINEER OF RECORD HAS RECEIVED WRITTEN PERMISSION/APPROVAL FROM THE WATER MANAGEMENT DISTRICT AND LOCAL AGENCY HAVING JURISDICTION. NO LOWER SEMI-CONFINING UNIT CLAYEY SOIL MATERIAL AND/OR NO LIMESTONE MATERIALS SHALL BE EXCAVATED, REGARDLESS IF THESE MATERIALS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS. IF ANY LOWER SEMI-CONFINING UNIT CLAYEY SOIL MATERIALS OR LIMESTONE MATERIALS ARE ENCOUNTERED ABOVE THE PERMITTED DEPTHS/ELEVATIONS, THEN EXCAVATION OPERATIONS SHALL CEASE IN THE GENERAL AREA AND THE ENGINEER OF RECORD AND GEOTECHNICAL CONSULTANT SHALL BE NOTIFIED IMMEDIATELY.

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ANY SIGNIFICANT UNSTABLE BOTTOM AREAS DISCOVERED OR CREATED, AND ANY SIGNIFICANT BOTTOM BOILS, SHALL BE DOCUMENTED/REPORTED BY THE CONTRACTOR AND THEN REPAIRED/IMPROVED BY THE CONTRACTOR, AS DIRECTED BY THE CIVIL AND GEOTECHNICAL CONSULTANTS, PRIOR TO OBTAINING FINAL POND ACCEPTANCE. ALL POND EXCAVATION OPERATIONS BY THE CONTRACTOR SHALL BE COORDINATED WITH A SENIOR FIELD TECHNICIAN WORKING DIRECTLY FOR THE PROJECT CIVIL AND GEOTECHNICAL CONSULTANTS.

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
MASTER GRADING & DRAINAGE PLAN

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	MD-KEY
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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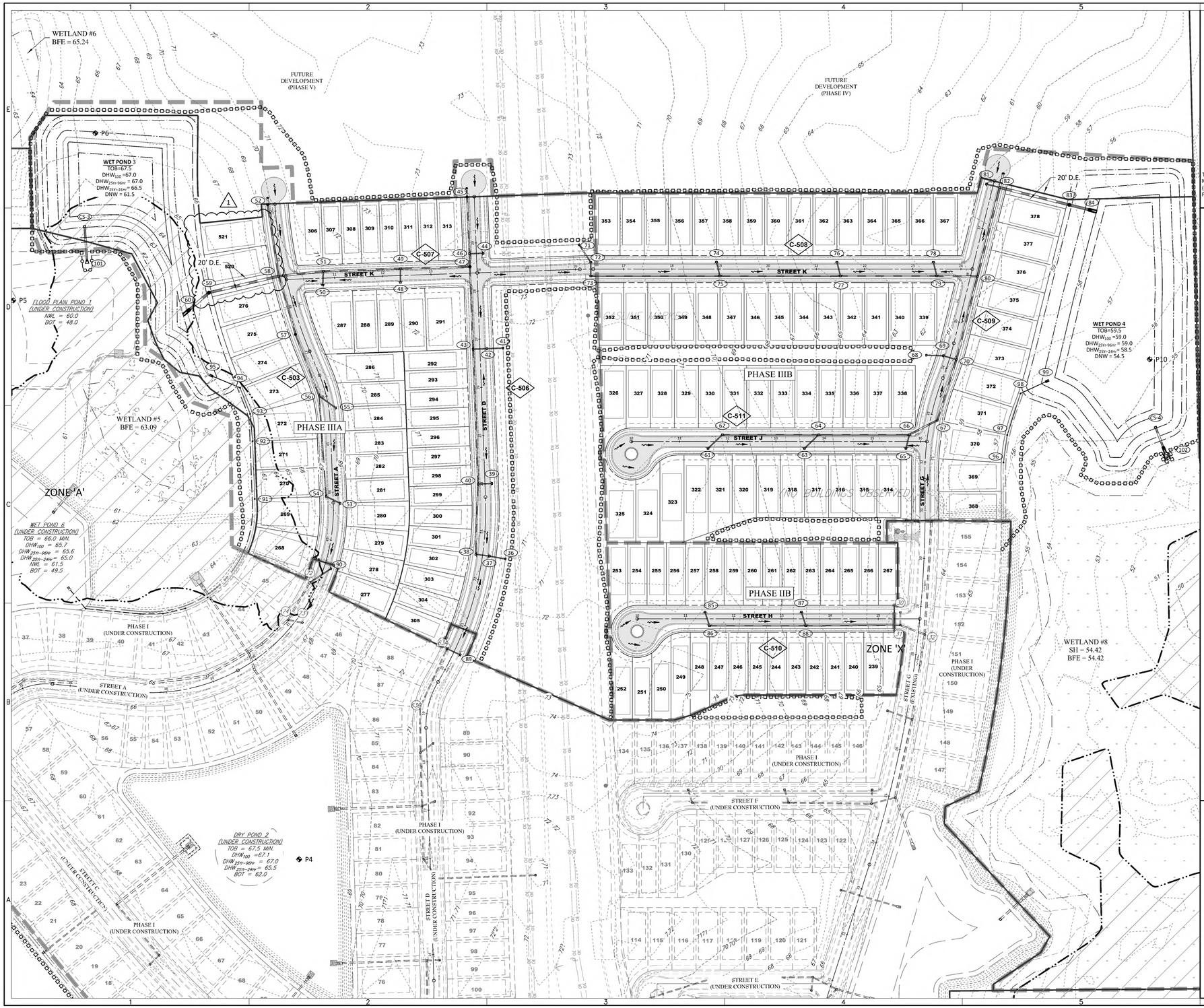
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0 100 200

GRAPHIC SCALE: 1" = 100'

ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 CONVERSION: NAVD 88 TO NGVD 29 = +1.07

THIS PROJECT LIES WITHIN FLOOD ZONE "AE" & "X" ACCORDING TO FLOOD INSURANCE RATE MAPS FOR VOLUSIA COUNTY, FLORIDA, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12127C0500H DATED FEBRUARY 19, 2014 AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

- WETLAND LIMITS
- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- FEMA LINE
- PROJECT BOUNDARY
- RIGHT-OF-WAY LINE
- PHASE LINE
- TREE BARRICADE

DRAINAGE LEGEND

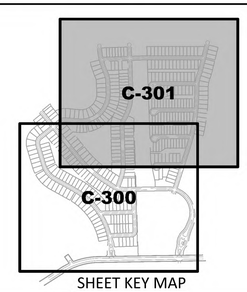
EXISTING	PROPOSED
	STORM DRAINAGE STRUCTURE & PIPE
10	10 STRUCTURE NO.
	CS-F1 CONTROL STRUCTURE NO.
+15.0	15.00 SPOT ELEVATION GROUND
+15.0	15.00 SPOT ELEVATION PAVEMENT
	60.2 / 58.9 TOP OF WALL / BOTTOM OF WALL
	15.00 ROADWAY PROFILE ELEVATION
15	15.00 CONTOUR
	FF=15.00 FINISH FLOOR ELEVATION
	DIRECTION OF SURFACE FLOW
	STAKED EROSION CONTROL (SWFWMD PROJECT LIMITS AND THE LIMITS OF CLEARING AND FILLING)
	BOTTOM OF POND/TOP OF BANK OF POND
	6' WALL/FENCE (BY OTHERS)
	C-505 PLAN & PROFILE SHEET NUMBER
	A-A / C-317 SECTION ID LABEL / SECTION SHEET NUMBER
	100 YR FLOOD PLAIN LIMITS

POND EXCAVATION NOTE:

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SHEET KEY MAP

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
MASTER GRADING & DRAINAGE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	LOTS 520 & 521 ADDED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	MD-KEY
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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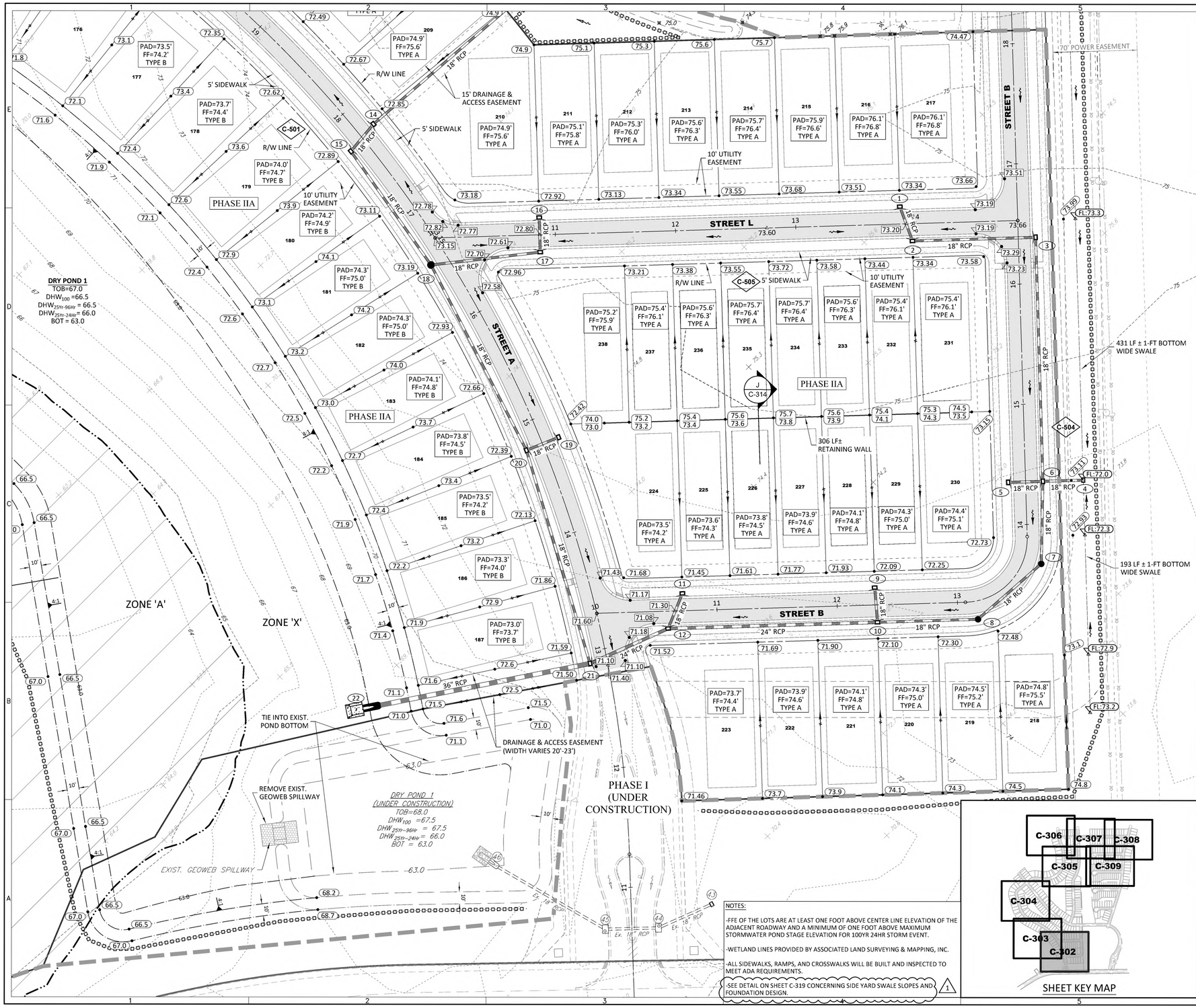
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DATE:
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ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION: NAVD 88 TO NGVD 29 = +1.07

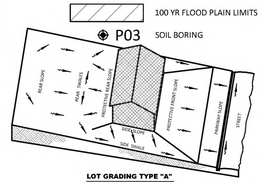
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LEGEND

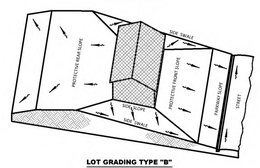
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- RIGHT-OF-WAY LINE
- PHASE LINE
- TREE BARRICADE

DRAINAGE LEGEND

EXISTING	PROPOSED
	STORM DRAINAGE STRUCTURE & PIPE
(10)	10 STRUCTURE NO.
	CS-F1 CONTROL STRUCTURE NO.
+15.0	15.00 SPOT ELEVATION GROUND
+15.0	15.00 SPOT ELEVATION PAVEMENT
	60.2 / 58.9 TOP OF WALL / BOTTOM OF WALL
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15	15.00 CONTOUR
	FF=15.00 FINISH FLOOR ELEVATION
	DIRECTION OF SURFACE FLOW
	STAKED EROSION CONTROL (SWFWMD PROJECT LIMITS AND THE LIMITS OF CLEARING AND FILLING)
	BOTTOM OF POND/TOP OF BANK OF POND
	6' WALL/FENCE (BY OTHERS)
C-505	PLAN & PROFILE SHEET NUMBER
A-A C-317	SECTION ID LABEL / SECTION SHEET NUMBER
	100 YR FLOOD PLAIN LIMITS
P03	SOIL BORING



LOT GRADING TYPE "A"
ALL DRAINAGE TO STREET



LOT GRADING TYPE "B"
DRAINAGE BOTH TO STREET AND TO REAR LOT LINE

NOTES:

-FFE OF THE LOTS ARE AT LEAST ONE FOOT ABOVE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY AND A MINIMUM OF ONE FOOT ABOVE MAXIMUM STORMWATER POND STAGE ELEVATION FOR 100YR 24HR STORM EVENT.

-WETLAND LINES PROVIDED BY ASSOCIATED LAND SURVEYING & MAPPING, INC.

-ALL SIDEWALKS, RAMPS, AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET ADA REQUIREMENTS.

-SEE DETAIL ON SHEET C-319 CONCERNING SIDE YARD SWALE SLOPES AND FOUNDATION DESIGN. (1)

NEIGHBORHOOD GRADING PLAN NOTES:

1. PAD GRADES SHOWN ARE MINIMUM GRADES. ELEVATIONS OF ADJOINING LOTS, EXISTING TREES, AND OTHER FIELD CONDITIONS MAY WARRANT LEAVING LOTS WHICH ARE HIGHER IN THEIR NATURAL STATE. THE CONTRACTOR SHOULD CONSULT WITH THE DEVELOPER/BUILDER AND THE ENGINEER PRIOR TO GRADING ACTIVITIES WHEN THESE CONDITION EXIST.
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9. MINIMUM SIDE YARD SWALE SLOPES SHALL BE 1.5%.
10. THE MINIMUM HOUSE PAD SIZE = 30' X 98'

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

GRADING & DRAINAGE PLAN

PREPARED FOR: KH CW DELAND LLC

NO	DATE	DESCRIPTION
1	06/09/2023	SIDE YARD SWALE NOTE ADDED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	GD
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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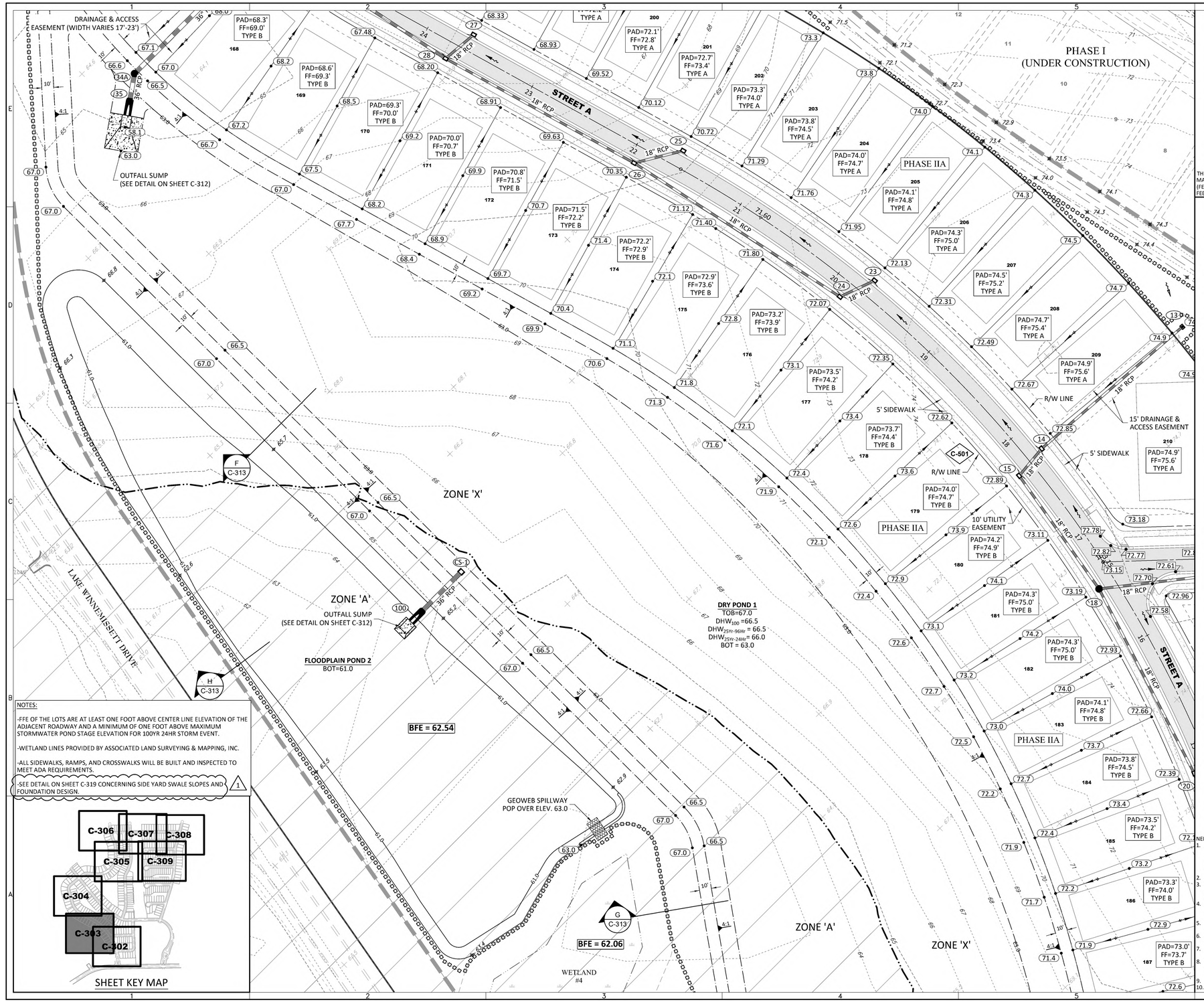
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N

0 40 80

GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 CONVERSION: NAVD 88 TO NGVD 29 = +1.07

THIS PROJECT LIES WITHIN FLOOD ZONE "AE" & "X" ACCORDING TO FLOOD INSURANCE RATE MAPS FOR VOLUSIA COUNTY, FLORIDA, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12127C0500H DATED FEBRUARY 19, 2014 AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

- WETLAND LIMITS
- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- FEMA LINE
- PROJECT BOUNDARY
- RIGHT-OF-WAY LINE
- PHASE LINE
- TREE BARRICADE

DRAINAGE LEGEND

EXISTING	PROPOSED
	STORM DRAINAGE STRUCTURE & PIPE
10	10 STRUCTURE NO.
	CS-F1 CONTROL STRUCTURE NO.
+15.0	15.00 SPOT ELEVATION GROUND
+15.0	15.00 SPOT ELEVATION PAVEMENT
	60.2 / 58.9 TOP OF WALL / BOTTOM OF WALL
	15.00 ROADWAY PROFILE ELEVATION
15	15.00 CONTOUR
	FF=15.00 FINISH FLOOR ELEVATION
	DIRECTION OF SURFACE FLOW
	STAKED EROSION CONTROL (SWFWMD PROJECT LIMITS AND THE LIMITS OF CLEARING AND FILLING)
	BOTTOM OF POND/TOP OF BANK OF POND
	6' WALL/FENCE (BY OTHERS)
	C-505 PLAN & PROFILE SHEET NUMBER
	A-A / C-317 SECTION ID LABEL / SECTION SHEET NUMBER
	100 YR FLOOD PLAIN LIMITS
	P03 SOIL BORING

NOTES:

-FFE OF THE LOTS ARE AT LEAST ONE FOOT ABOVE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY AND A MINIMUM OF ONE FOOT ABOVE MAXIMUM STORMWATER POND STAGE ELEVATION FOR 100YR 24HR STORM EVENT.

-WETLAND LINES PROVIDED BY ASSOCIATED LAND SURVEYING & MAPPING, INC.

-ALL SIDEWALKS, RAMPS, AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET ADA REQUIREMENTS.

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PROJECT NO:	KGA-CD-1031
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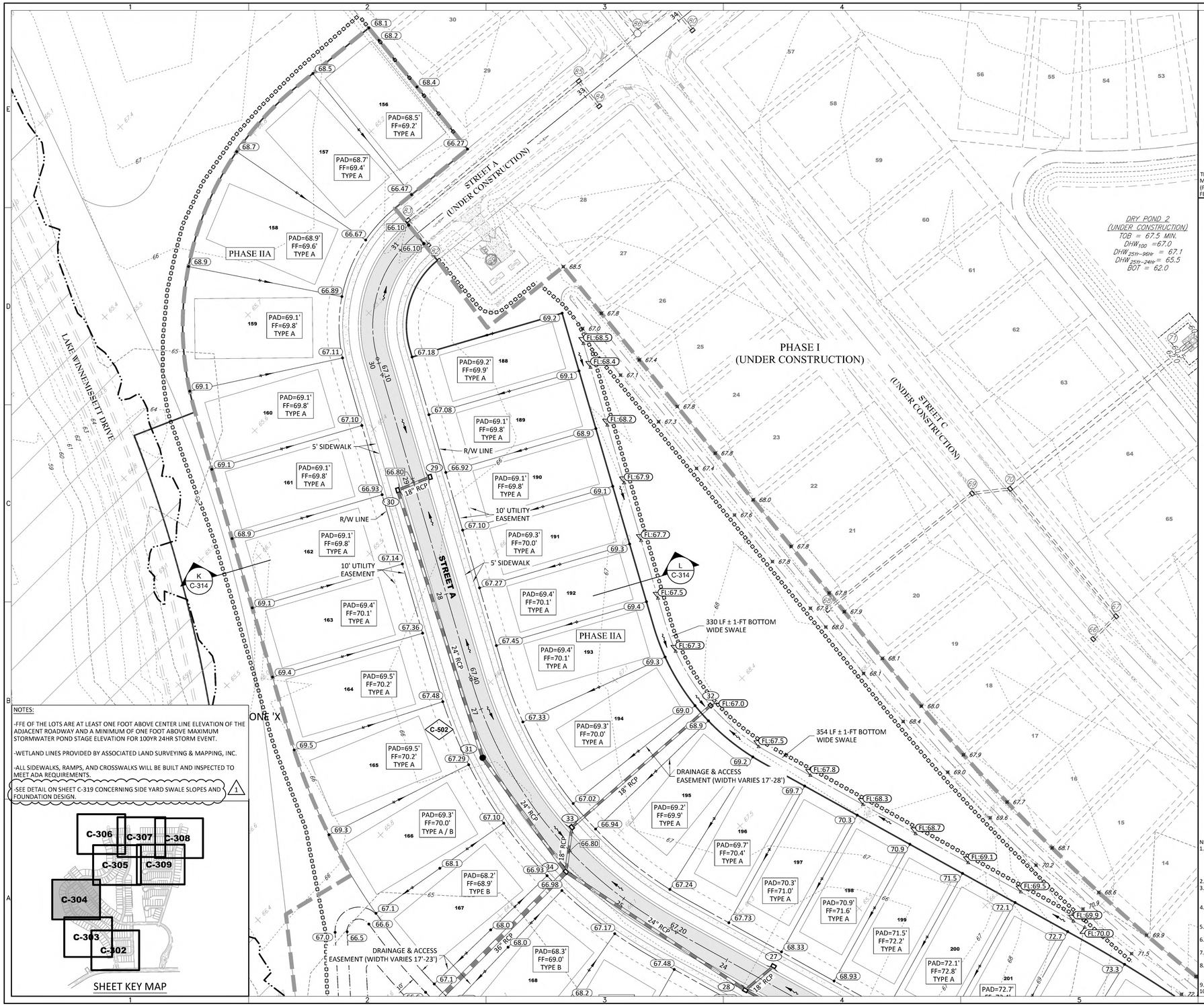
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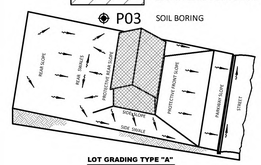
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LEGEND

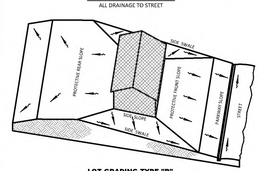
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LOT GRADING TYPE "A"
ALL DRAINAGE TO STREET



LOT GRADING TYPE "B"
DRAINAGE BOTH TO STREET AND TO REAR LOT LINE

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NO.	DATE	DESCRIPTION
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PROJECT NO: KGA-CD-1031
FILE: GD
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

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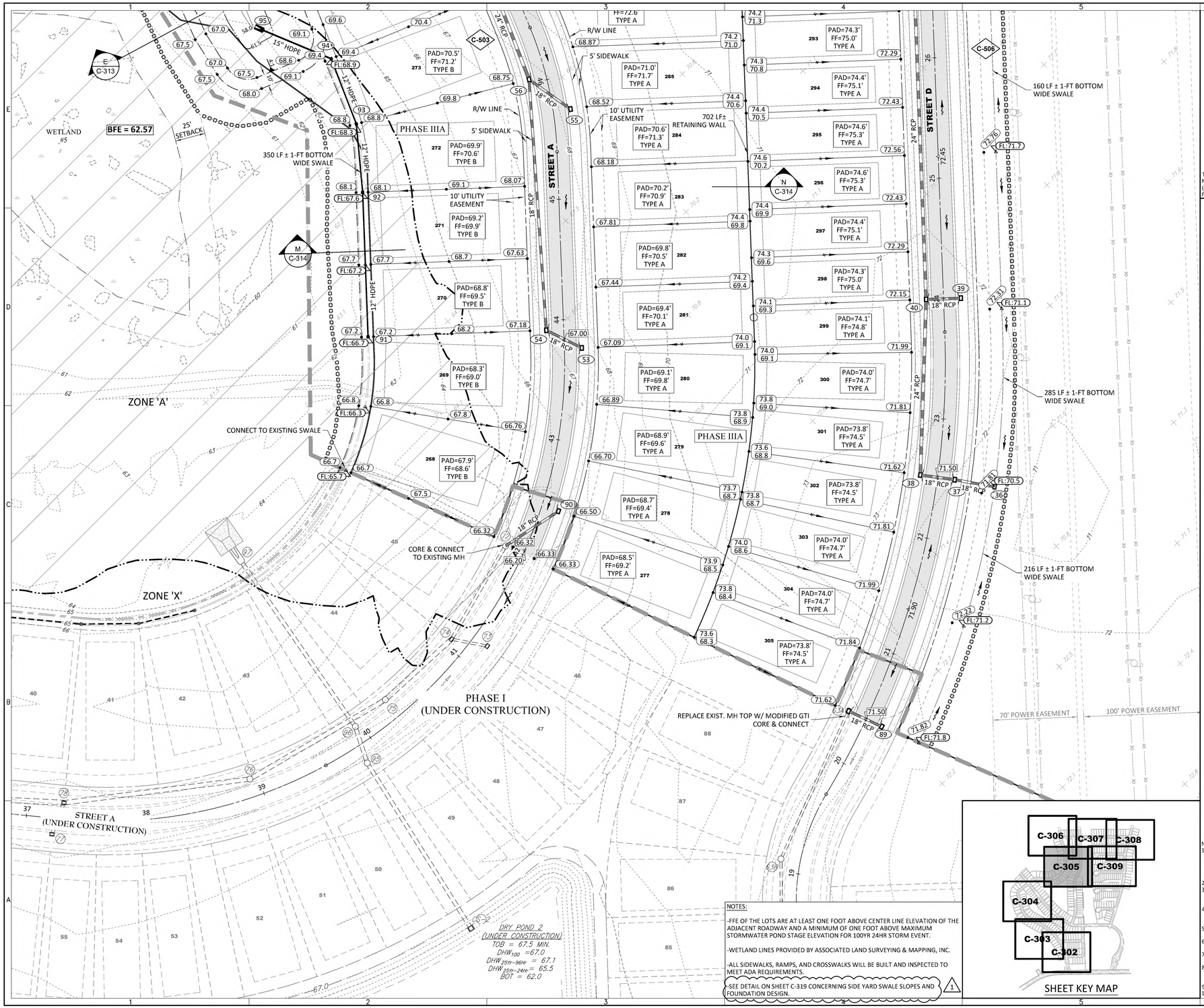
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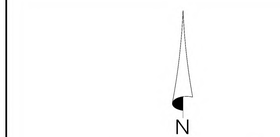
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SHEET KEY MAP



ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 CONVERSION: NAVD 88 TO NGVD 29 = +1.07

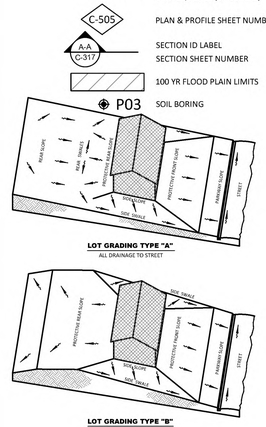
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DRAINAGE LEGEND

EXISTING	PROPOSED
	STORM DRAINAGE STRUCTURE & PIPE
(10)	10 — STRUCTURE NO.
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+15.0	15.00 — SPOT ELEVATION GROUND
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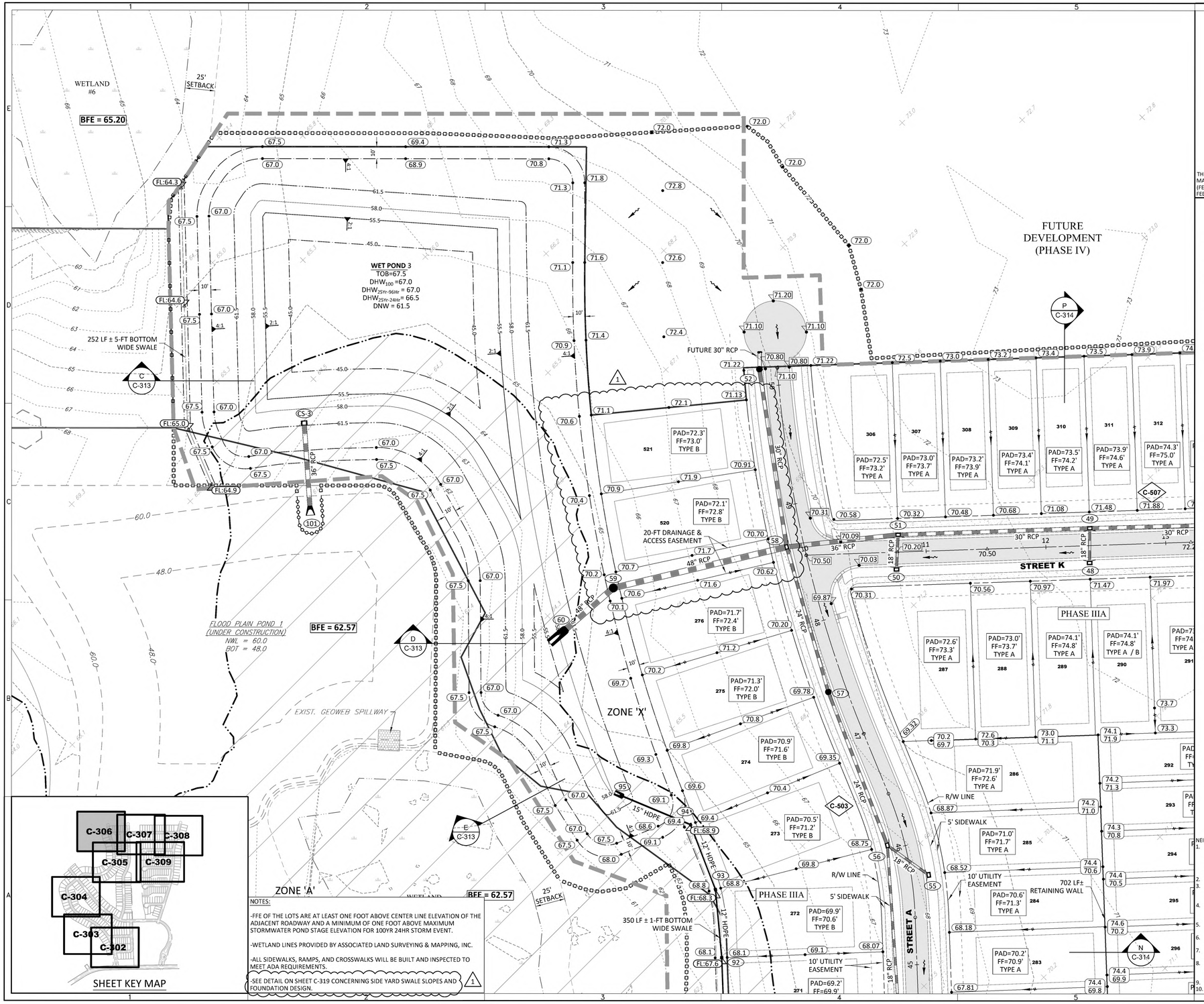
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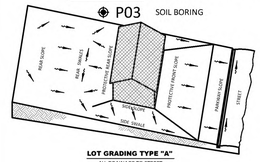
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- PHASE LINE
- TREE BARRICADE

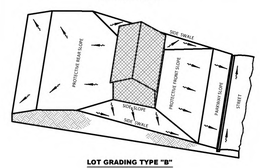
DRAINAGE LEGEND

EXISTING	PROPOSED	
		STORM DRAINAGE STRUCTURE & PIPE
(10)	10	STRUCTURE NO.
	CS-F1	CONTROL STRUCTURE NO.
+15.0	15.00	SPOT ELEVATION GROUND
+15.0	15.00	SPOT ELEVATION PAVEMENT
	60.2 / 58.9	TOP OF WALL / BOTTOM OF WALL
15	15.00	ROADWAY PROFILE ELEVATION
15	15.00	CONTOUR
	FF=15.00	FINISH FLOOR ELEVATION
		DIRECTION OF SURFACE FLOW

- STAKED EROSION CONTROL (SWFWMD PROJECT LIMITS AND THE LIMITS OF CLEARING AND FILLING)
- BOTTOM OF POND/TOP OF BANK OF POND
- 6' WALL/FENCE (BY OTHERS)
- C-505 — PLAN & PROFILE SHEET NUMBER
- A-A / C-317 — SECTION ID LABEL / SECTION SHEET NUMBER
- 100 YR FLOOD PLAIN LIMITS
- P03 — SOIL BORING



LOT GRADING TYPE "A"
ALL DRAINAGE TO STREET



LOT GRADING TYPE "B"
DRAINAGE BOTH TO STREET AND TO REAR LOT LINE

NEIGHBORHOOD GRADING PLAN NOTES:

1. PAD GRADES SHOWN ARE MINIMUM GRADES. ELEVATIONS OF ADJOINING LOTS, EXISTING TREES, AND OTHER FIELD CONDITIONS MAY WARRANT LEAVING LOTS WHICH ARE HIGHER IN THEIR NATURAL STATE. THE CONTRACTOR SHOULD CONSULT WITH THE DEVELOPER/BUILDER AND THE ENGINEER PRIOR TO GRADING ACTIVITIES WHEN THESE CONDITION EXIST.
2. PAD ELEVATIONS DENOTE FINISH GROUND ELEVATION AT PERIMETER OF BUILDING.
3. LOTS MARKED BY AN ASTERISK (*) REQUIRE PROCESSING PER FHA DATA SHEET NO. 79-G IF FHA FINANCING IS TO BE PROVIDED. SIMILAR TESTING IS RECOMMENDED AS A QUALITY CONTROL PROGRAM IN THE ABSENCE OF FHA REQUIRED TESTING.
4. FOR ALL LOTS ABUTTING WETLANDS NO GRADING SHALL TAKE PLACE BEYOND THE EROSION CONTROL LINE UNLESS SPECIFICALLY SHOWN ON THE APPROVED CONSTRUCTION PLANS.
5. SIDE SWALES SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH HOUSE CONSTRUCTION. SEE DETAIL ON SHEET C-318 FOR SIDE SWALE GRADING.
6. FOR TYPE "A" LOT GRADING RECEIVING RUNOFF FROM ABUTTING TYPE "B" LOTS, ALL RUNOFF SHALL BE DIRECTED TO SIDE YARD SWALES.
7. FOR TYPE "B" LOT GRADING ABUTTING TYPE "A" LOT GRADING, ALL REAR LOTS, ALL RUNOFF SHALL BE DIRECTED TO SIDE YARD SWALES.
8. FOR TYPE "B" LOT GRADING NOT ABUTTING DETENTION FACILITIES, THE BUILDER SHALL MAKE EVERY PRACTICAL EFFORT TO DIRECT ROOF RUNOFF TO THE FRONTING RIGHT-OF-WAY UNLESS OTHERWISE DIRECTD BY THE ENGINEER OF RECORD.
9. MINIMUM SIDE YARD SWALE SLOPES SHALL BE 1.5%.
10. THE MINIMUM HOUSE PAD SIZE = 30' X 98'

HEIDT DESIGN
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www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

GRADING & DRAINAGE PLAN

PREPARED FOR: KH CW DELAND LLC

	DATE	DESCRIPTION
1	06/09/2023	SIDE YARD SWALE NOTE ADDED; ADDED LOTS 320 & 321
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	GD
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-306

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NOTES:

-FFE OF THE LOTS ARE AT LEAST ONE FOOT ABOVE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY AND A MINIMUM OF ONE FOOT ABOVE MAXIMUM STORMWATER POND STAGE ELEVATION FOR 100YR 24HR STORM EVENT.

-WETLAND LINES PROVIDED BY ASSOCIATED LAND SURVEYING & MAPPING, INC.

-ALL SIDEWALKS, RAMPS, AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET ADA REQUIREMENTS.

-SEE DETAIL ON SHEET C-319 CONCERNING SIDE YARD SWALE SLOPES AND FOUNDATION DESIGN. (1)

FUTURE DEVELOPMENT (PHASE IV)

FUTURE DEVELOPMENT (PHASE V)

FUTURE 24" RCP

70' POWER EASEMENT

100' POWER EASEMENT

30' GASLINE ESMT

161 LF ± 1-FT BOTTOM WIDE SWALE

117 LF ± 1-FT BOTTOM WIDE SWALE

160 LF ± 1-FT BOTTOM WIDE SWALE

702 LF± RETAINING WALL

151.52 LF EOP @ 0.40%

151.84 LF EOP @ 0.40%

STREET D

STREET J

STREET K

PHASE IIIA

PHASE IIIB

SHEET KEY MAP

C-306 C-307 C-308 C-305 C-309 C-304 C-303 C-302

N

0 40 80

GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 CONVERSION: NAVD 88 TO NGVD 29 = +1.07

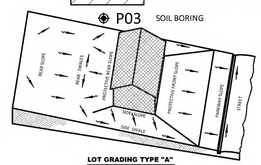
THIS PROJECT LIES WITHIN FLOOD ZONE "AE" & "X" ACCORDING TO FLOOD INSURANCE RATE MAPS FOR VOLUSIA COUNTY, FLORIDA, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12127C0500H DATED FEBRUARY 19, 2014 AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

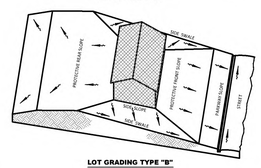
- WETLAND LIMITS
- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- FEMA LINE
- PROJECT BOUNDARY
- RIGHT-OF-WAY LINE
- PHASE LINE
- TREE BARRICADE

DRAINAGE LEGEND

EXISTING	PROPOSED
	STORM DRAINAGE STRUCTURE & PIPE
10	10 STRUCTURE NO.
	CS-F1 CONTROL STRUCTURE NO.
+15.0	15.00 SPOT ELEVATION GROUND
+15.0	15.00 SPOT ELEVATION PAVEMENT
	60.2 / 58.9 TOP OF WALL / BOTTOM OF WALL
	15.00 ROADWAY PROFILE ELEVATION
15	15.00 CONTOUR
	FF=15.00 FINISH FLOOR ELEVATION
	DIRECTION OF SURFACE FLOW
	STAKED EROSION CONTROL (SWFWMD PROJECT LIMITS AND THE LIMITS OF CLEARING AND FILLING)
	BOTTOM OF POND/TOP OF BANK OF POND
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	C-505 PLAN & PROFILE SHEET NUMBER
	A-A / C-317 SECTION ID LABEL / SECTION SHEET NUMBER
	100 YR FLOOD PLAIN LIMITS
	P03 SOIL BORING



LOT GRADING TYPE "A"
ALL DRAINAGE TO STREET



LOT GRADING TYPE "B"
DRAINAGE BOTH TO STREET AND TO REAR LOT LINE

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

GRADING & DRAINAGE PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	SIDE YARD SWALE NOTE ADDED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	GD
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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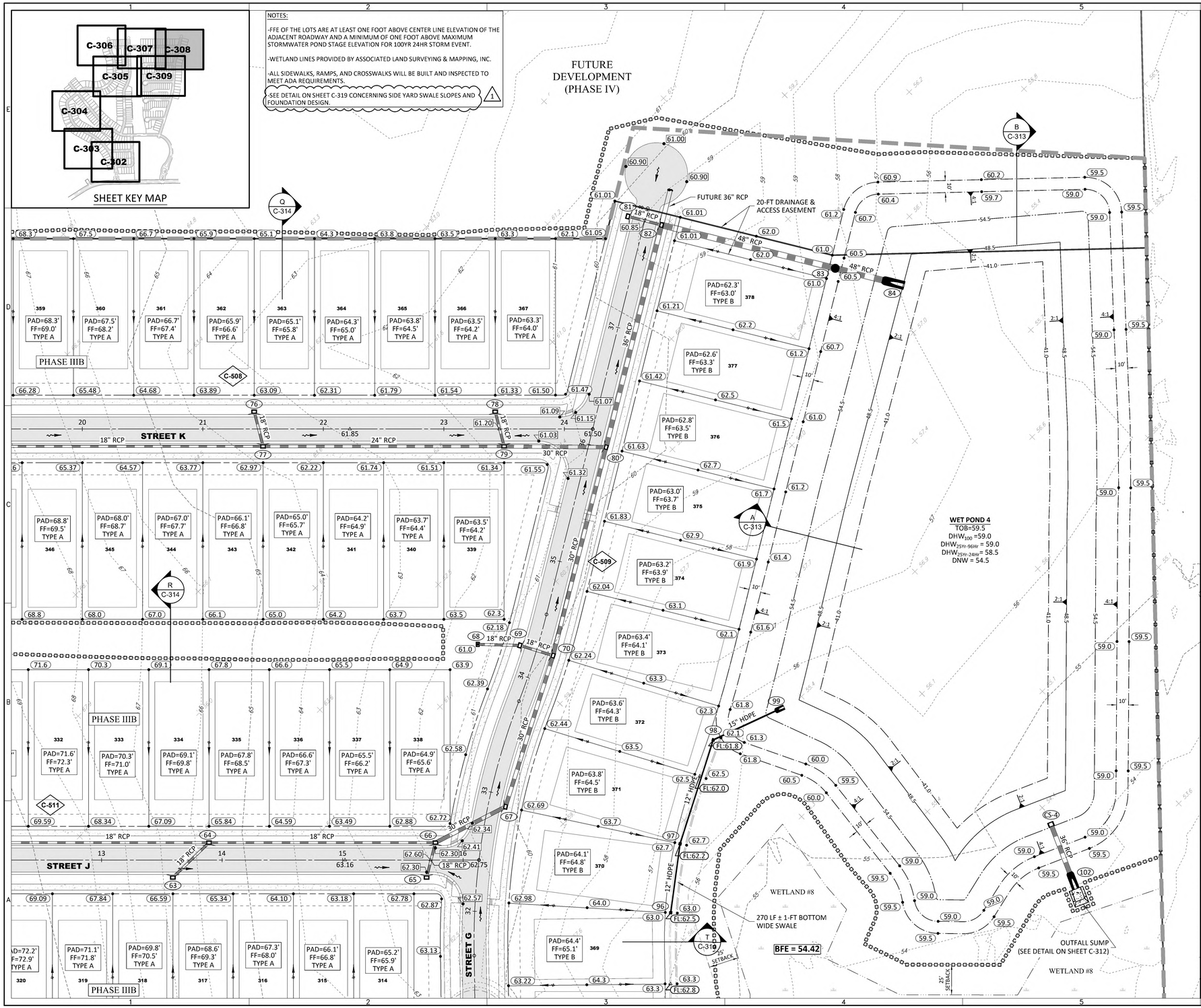
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C-307

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PREPARED FOR: KH CW DELAND LLC

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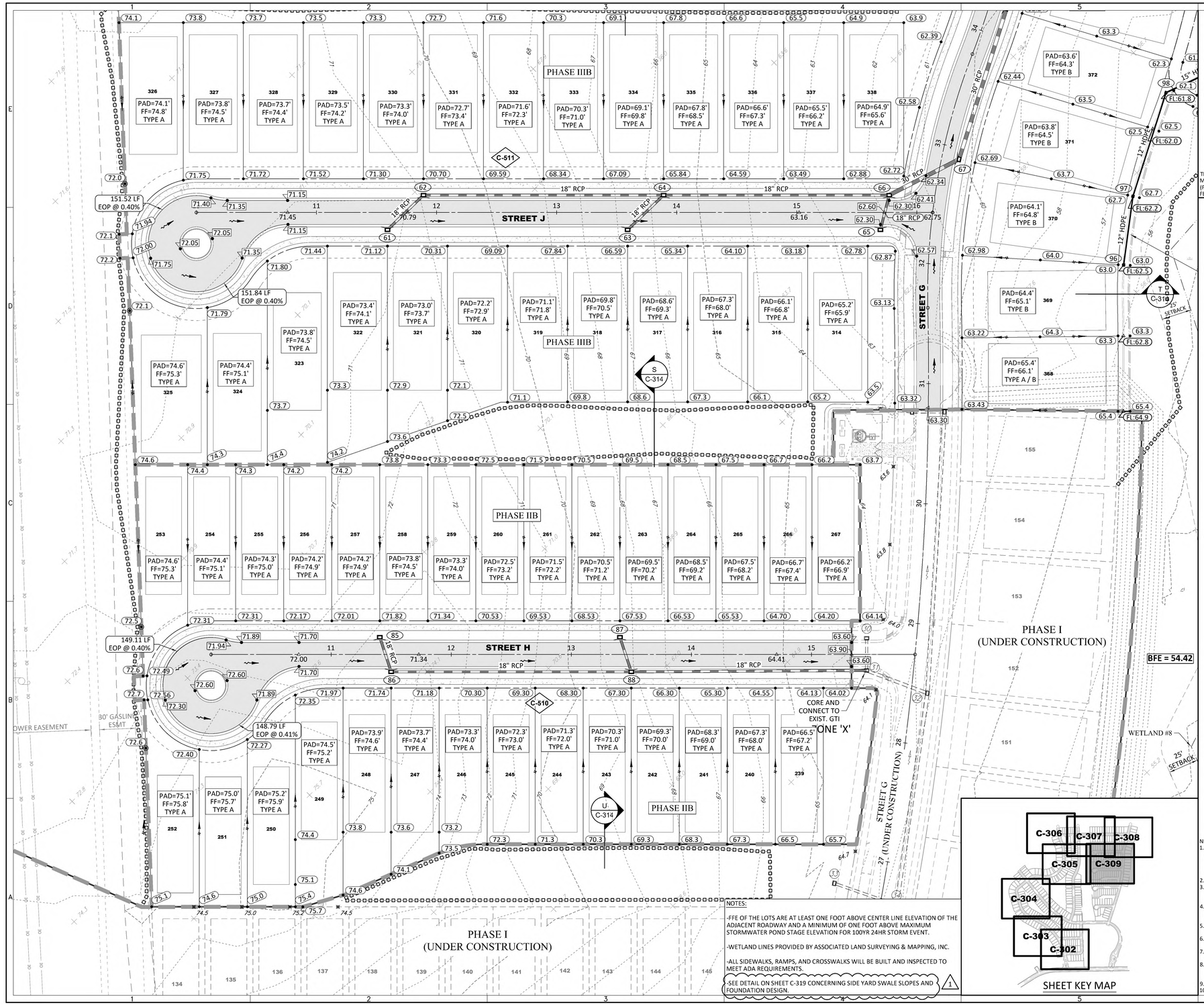
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FILE: GD
DESIGN BY: DMYTRYK
DRAWN BY: JONES

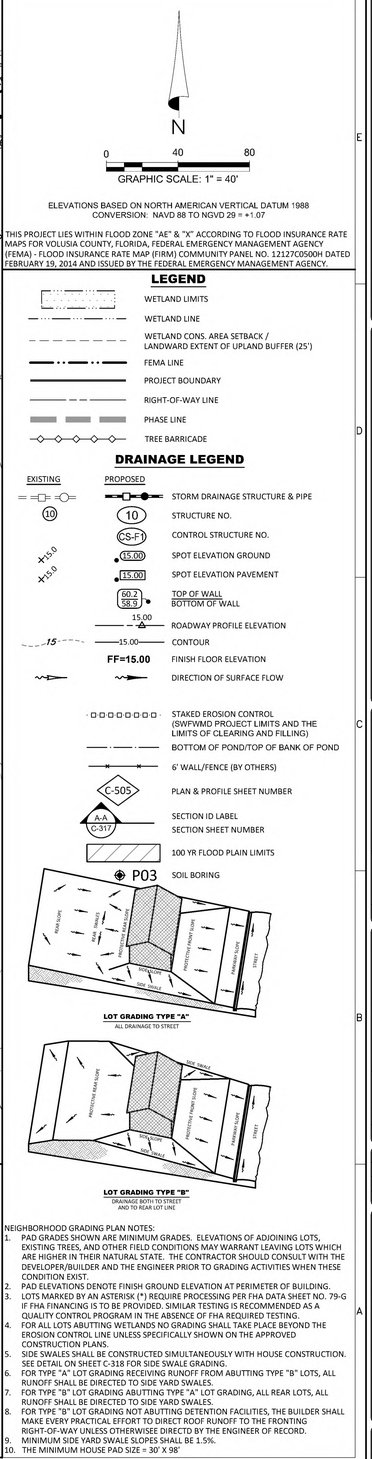
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NEIGHBORHOOD GRADING PLAN NOTES:
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
GRADING & DRAINAGE PLAN
PREPARED FOR: KH CW DELAND LLC

NO.	DESCRIPTION	DATE
1	SIDE YARD SWALE NOTE ADDED	06/09/2023
	REVIEW SUBMITTAL	02/20/2023
	DESCRIPTION	DATE

PROJECT NO: KGA-CD-1031
FILE: GD
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER
Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652
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STORM STRUCTURE & PIPE TABLE

STR. NO.	STR. TYPE	TOP ELEV. (FT)	PIPE DIAM. & MATL. (INCHES)	LENGTH (FT)	SLOPE %	INVERT IN (FT)	AS-BUILT INVERT IN (FT)	INVERT OUT (FT)	AS-BUILT INVERT OUT (FT)	COMMENTS
1	MODIFIED TYPE C GRATE INLET	72.62	18" RCP	30	0.33%			68.50 (TO STR 2)		PH 2A
2	MODIFIED TYPE C GRATE INLET	72.62	18" RCP	102	0.20%	68.40 (FROM STR 1)		66.10 (TO STR 3)		PH 2A
3	MODIFIED TYPE C GRATE INLET	73.03	18" RCP	203	0.20%	65.90 (FROM STR 2)		65.90 (TO STR 6)		PH 2A
4	TYPE C GRATE INLET	72.00	18" RCP	34	0.30%			67.40 (TO STR 6)		PH 2A
5	MODIFIED TYPE C GRATE INLET	72.21	18" RCP	29	0.35%			67.40 (TO STR 6)		PH 2A
6	MODIFIED TYPE C GRATE INLET	72.21	18" RCP	69	0.29%	67.30 (FROM STR 5) 67.30 (FROM STR 4) 65.50 (FROM STR 3)		65.50 (TO STR 7)		PH 2A
7	TYPE P MANHOLE 4'-0" DIA.	72.36	18" RCP	70	0.29%	65.30 (FROM STR 6)		65.30 (TO STR 8)		PH 2A
8	TYPE P MANHOLE 4'-0" DIA.	72.13	18" RCP	84	0.24%	65.10 (FROM STR 7)		65.10 (TO STR 10)		PH 2A
9	MODIFIED TYPE C GRATE INLET	71.39	18" RCP	29	0.35%			67.30 (TO STR 10)		PH 2A
10	MODIFIED TYPE C GRATE INLET	71.40	24" RCP	174	0.11%	67.20 (FROM STR 9) 64.90 (FROM STR 8)		64.40 (TO STR 12)		PH 2A
11	MODIFIED TYPE C GRATE INLET	70.72	18" RCP	32	0.32%			66.40 (TO STR 12)		PH 2A
12	MODIFIED TYPE C GRATE INLET	70.72	24" RCP	71	0.14%	66.30 (FROM STR 11) 64.20 (FROM STR 10)		63.40 (TO STR 21)		PH 2A; W/ J BOTTOM
13	TYPE C GRATE INLET	74.00	18" RCP	155	0.19%			65.50 (TO STR 14)		PH 2A
14	MODIFIED TYPE C GRATE INLET	72.17	18" RCP	29	0.34%	65.20 (FROM STR 13)		65.20 (TO STR 15)		PH 2A
15	MODIFIED TYPE C GRATE INLET	72.19	18" RCP	116	0.17%	65.10 (FROM STR 14)		65.10 (TO STR 18)		PH 2A
16	MODIFIED TYPE C GRATE INLET	72.22	18" RCP	29	0.35%			67.60 (TO STR 17)		PH 2A
17	MODIFIED TYPE C GRATE INLET	72.22	18" RCP	91	0.22%	67.50 (FROM STR 16)		65.70 (TO STR 18)		PH 2A
18	TYPE J MANHOLE 5'-0" DIA.	72.89	18" RCP	173	0.12%	65.50 (FROM STR 17) 64.90 (FROM STR 15)		64.90 (TO STR 20)		PH 2A
19	MODIFIED TYPE C GRATE INLET	71.69	18" RCP	29	0.35%			67.20 (TO STR 20)		PH 2A
20	MODIFIED TYPE C GRATE INLET	71.69	18" RCP	185	0.16%	64.70 (FROM STR 18) 67.10 (FROM STR 19)		64.70 (TO STR 21)		PH 2A
21	MODIFIED TYPE C GRATE INLET	70.84	36" RCP	179	0.11%	63.30 (FROM STR 12) 64.40 (FROM STR 20)		62.20 (TO STR 22)		PH 2A; W/ J BOTTOM
22	MES 36" RCP					62.00 (FROM STR 21)				PH 2A; POND 1 W/ CONC. SUMP
23	MODIFIED TYPE C GRATE INLET	71.43	18" RCP	32	0.31%			66.80 (TO STR 24)		PH 2A
24	MODIFIED TYPE C GRATE INLET	71.37	18" RCP	205	0.83%	66.70 (FROM STR 23)		66.70 (TO STR 26)		PH 2A
25	MODIFIED TYPE C GRATE INLET	70.02	18" RCP	42	0.24%			65.10 (TO STR 26)		PH 2A
26	MODIFIED TYPE C GRATE INLET	69.65	18" RCP	180	1.17%	65.00 (FROM STR 25) 65.00 (FROM STR 24)		65.00 (TO STR 28)		PH 2A; W/ J BOTTOM
27	MODIFIED TYPE C GRATE INLET	67.63	18" RCP	31	0.32%			63.00 (TO STR 28)		PH 2A
28	MODIFIED TYPE C GRATE INLET	67.50	24" RCP	179	0.11%	62.90 (FROM STR 26) 62.90 (FROM STR 27)		61.30 (TO STR 34)		PH 2A
29	MODIFIED TYPE C GRATE INLET	66.22	18" RCP	29	0.35%			61.60 (TO STR 30)		PH 2A
30	MODIFIED TYPE C GRATE INLET	66.22	24" RCP	233	0.13%	61.50 (FROM STR 29)		61.00 (TO STR 31)		PH 2A

STORM STRUCTURE & PIPE TABLE

STR. NO.	STR. TYPE	TOP ELEV. (FT)	PIPE DIAM. & MATL. (INCHES)	LENGTH (FT)	SLOPE %	INVERT IN (FT)	AS-BUILT INVERT IN (FT)	INVERT OUT (FT)	AS-BUILT INVERT OUT (FT)	COMMENTS
31	TYPE P MANHOLE 4'-0" DIA.	66.99	24" RCP	117	0.17%	60.70 (FROM STR 30)		60.70 (TO STR 34)		PH 2A
32	TYPE C GRATE INLET	67.00	18" RCP	154	0.20%			60.30 (TO STR 33)		PH 2A
33	MODIFIED TYPE C GRATE INLET	66.22	18" RCP	37	0.27%	60.00 (FROM STR 32)		60.00 (TO STR 34)		PH 2A
34	MODIFIED TYPE C GRATE INLET	66.22	36" RCP	157	0.13%	59.90 (FROM STR 33) 60.50 (FROM STR 31) 61.10 (FROM STR 28)		58.40 (TO STR 34A)		PH 2A; W/ J BOTTOM
34A	TYPE J MANHOLE 5'-0" DIA.		36" RCP	22	0.45%	58.20 (FROM STR 34)		58.20 (TO STR 35)		
35	MES 36" RCP	62.03				58.10 (FROM STR 34A)				PH 2A; POND 1 W/ CONC. SUMP
36	TYPE C GRATE INLET	70.50	18" RCP	34	0.30%			64.50 (TO STR 37)		PH 3A
37	MODIFIED TYPE C GRATE INLET	70.92	18" RCP	29	0.35%	64.40 (FROM STR 36)		64.40 (TO STR 38)		PH 3A
38	MODIFIED TYPE C GRATE INLET	70.92	24" RCP	146	0.21%	64.30 (FROM STR 37)		63.80 (TO STR 40)		PH 3A
39	MODIFIED TYPE C GRATE INLET	71.45	18" RCP	29	0.35%			66.80 (TO STR 40)		PH 3A
40	MODIFIED TYPE C GRATE INLET	71.45	24" RCP	280	0.14%	63.50 (FROM STR 38) 66.70 (FROM STR 39)		63.50 (TO STR 43)		PH 3A
41	TYPE C GRATE INLET	70.50	18" RCP	34	0.30%			64.90 (TO STR 42)		PH 3A
42	MODIFIED TYPE C GRATE INLET	71.32	18" RCP	29	0.35%	64.80 (FROM STR 41)		64.80 (TO STR 43)		PH 3A
43	MODIFIED TYPE C GRATE INLET	71.32	24" RCP	171	0.12%	64.70 (FROM STR 42) 63.10 (FROM STR 40)		60.40 (TO STR 47)		PH 3A
44	MODIFIED TYPE C GRATE INLET	72.07	18" RCP	29	0.35%			67.40 (TO STR 46)		PH 3A
45	TYPE P MANHOLE 4'-0" DIA.	72.92	24" RCP	118	0.17%			65.10 (TO STR 46)		PH 3A; 24" INV. (N) = 65.1 (BRICK & MORTAR)
46	MODIFIED TYPE C GRATE INLET	72.07	24" RCP	27	0.37%	67.30 (FROM STR 44) 64.90 (FROM STR 45)		64.90 (TO STR 47)		PH 3A
47	TYPE J MANHOLE 5'-0" DIA.	72.26	30" RCP	144	0.14%	60.20 (FROM STR 43) 64.80 (FROM STR 46)		59.70 (TO STR 49)		PH 3A
48	MODIFIED TYPE C GRATE INLET	70.77	18" RCP	29	0.35%			66.30 (TO STR 49)		PH 3A
49	MODIFIED TYPE C GRATE INLET	70.78	30" RCP	160	0.12%	66.20 (FROM STR 48) 59.50 (FROM STR 47)		59.50 (TO STR 51)		PH 3A; W/ J BOTTOM
50	MODIFIED TYPE C GRATE INLET	69.62	18" RCP	29	0.35%			65.50 (TO STR 51)		PH 3A
51	MODIFIED TYPE C GRATE INLET	69.62	36" RCP	94	0.11%	65.40 (FROM STR 50) 59.30 (FROM STR 49)		57.70 (TO STR 58)		PH 3A; W/ J BOTTOM
52	TYPE P MANHOLE 4'-0" DIA.	70.92	30" RCP	150	0.13%			61.30 (TO STR 58)		PH 3A; 30" INV. (N) = 61.3 (BRICK & MORTAR)
53	MODIFIED TYPE C GRATE INLET	66.39	18" RCP	33	0.30%			62.50 (TO STR 54)		PH 3A
54	MODIFIED TYPE C GRATE INLET	66.48	18" RCP	209	0.19%	62.40 (FROM STR 53)		61.80 (TO STR 56)		PH 3A
55	MODIFIED TYPE C GRATE INLET	67.82	18" RCP	42	0.24%			63.30 (TO STR 56)		PH 3A
56	MODIFIED TYPE C GRATE INLET	68.05	24" RCP	137	0.15%	61.40 (FROM STR 54) 63.20 (FROM STR 55)		60.90 (TO STR 57)		PH 3A; W/ J BOTTOM
57	TYPE P MANHOLE 4'-0" DIA.	69.48	24" RCP	126	0.16%	60.70 (FROM STR 56)		60.70 (TO STR 58)		PH 3A
58	MODIFIED TYPE C GRATE INLET	69.96	48" RCP	149	0.07%	57.60 (FROM STR 51) 61.10 (FROM STR 52) 60.50 (FROM STR 57)		56.60 (TO STR 59)		PH 3A; W/ J BOTTOM
59	TYPE J MANHOLE 6'-0" DIA.		48" RCP	53	0.19%	56.50 (FROM STR 58)		55.60 (TO STR 60)		PH 3A

NOTE:

- ALL INLET AND MANHOLE STRUCTURE BOTTOMS ARE SPECIFIED TYPE 'P' UNLESS OTHERWISE NOTED. REFER TO FDOT DESIGN STANDARD INDEX 425-010.
- ALL FLARED END SECTIONS (FES) ARE SPECIFIED FDOT STANDARD INDEX 430-020 UNLESS OTHERWISE NOTED.
- ALL MITERED END SECTIONS (MES) ARE SPECIFIED FDOT STANDARD INDEX 430-021 UNLESS OTHERWISE NOTED.

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

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www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

STORM STRUCTURE & PIPE DATA

PREPARED FOR: KH CW DELAND LLC

NO.	DESCRIPTION	DATE
1	REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	ST
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

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STORM STRUCTURE & PIPE TABLE

STR. NO.	STR. TYPE	TOP ELEV. (FT)	PIPE DIAM. & MATL. (INCHES)	LENGTH (FT)	SLOPE %	INVERT IN (FT)	AS-BUILT INVERT IN (FT)	INVERT OUT (FT)	AS-BUILT INVERT OUT (FT)	COMMENTS
60	MES 48" RCP	60.42				55.50 (FROM STR 59)				PH 3A; POND 3
61	MODIFIED TYPE C GRATE INLET	70.42	18" RCP	42	0.48%			66.00 (TO STR 62)		PH 3B
62	MODIFIED TYPE C GRATE INLET	70.00	18" RCP	200	0.80%	65.80 (FROM STR 61)		60.50 (TO STR 64)		PH 3B
63	MODIFIED TYPE C GRATE INLET	65.89	18" RCP	42	0.48%			61.30 (TO STR 64)		PH 3B
64	MODIFIED TYPE C GRATE INLET	65.14	18" RCP	188	0.85%	58.90 (FROM STR 62) 61.10 (FROM STR 63)		56.90 (TO STR 66)		PH 3B; W/ J BOTTOM
65	MODIFIED TYPE C GRATE INLET	62.02	18" RCP	30	0.34%			57.90 (TO STR 66)		PH 3B
66	MODIFIED TYPE C GRATE INLET	62.02	30" RCP	65	0.15%	55.30 (FROM STR 64) 57.80 (FROM STR 65)		53.50 (TO STR 67)		PH 3B; W/ J BOTTOM
67	MODIFIED TYPE C GRATE INLET	62.00	30" RCP	131	0.15%	53.40 (FROM STR 66)		53.40 (TO STR 70)		PH 3B; W/ J BOTTOM
68	TYPE C GRATE INLET	61.00	18" RCP	35	0.29%			54.40 (TO STR 69)		PH 3B
69	MODIFIED TYPE C GRATE INLET	61.54	18" RCP	29	0.35%	54.30 (FROM STR 68)		54.30 (TO STR 70)		PH 3B
70	MODIFIED TYPE C GRATE INLET	61.54	30" RCP	179	0.11%	54.20 (FROM STR 69) 53.20 (FROM STR 67)		53.20 (TO STR 80)		PH 3B; W/ J BOTTOM
71	TYPE C GRATE INLET	71.00	18" RCP	44	0.23%			64.10 (TO STR 72)		PH 3B
72	MODIFIED TYPE C GRATE INLET	70.54	18" RCP	29	0.35%	64.00 (FROM STR 71)		64.00 (TO STR 73)		PH 3B
73	MODIFIED TYPE C GRATE INLET	70.54	18" RCP	268	0.82%	63.90 (FROM STR 72)		61.80 (TO STR 75)		PH 3B
74	MODIFIED TYPE C GRATE INLET	66.38	18" RCP	30	0.34%			62.20 (TO STR 75)		PH 3B
75	MODIFIED TYPE C GRATE INLET	66.26	18" RCP	250	0.80%	62.10 (FROM STR 74) 59.60 (FROM STR 73)		57.60 (TO STR 77)		PH 3B
76	MODIFIED TYPE C GRATE INLET	62.39	18" RCP	30	0.34%			58.20 (TO STR 77)		PH 3B
77	MODIFIED TYPE C GRATE INLET	62.27	24" RCP	200	0.50%	58.10 (FROM STR 76) 55.60 (FROM STR 75)		54.40 (TO STR 79)		PH 3B
78	MODIFIED TYPE C GRATE INLET	60.62	18" RCP	30	0.34%			56.50 (TO STR 79)		PH 3B
79	MODIFIED TYPE C GRATE INLET	60.62	30" RCP	85	0.12%	56.40 (FROM STR 78) 53.40 (FROM STR 77)		52.90 (TO STR 80)		PH 3B; W/ J BOTTOM
80	MODIFIED TYPE C GRATE INLET	60.88	36" RCP	190	0.11%	52.80 (FROM STR 79) 53.00 (FROM STR 70)		52.30 (TO STR 82)		PH 3B; W/ J BOTTOM
81	MODIFIED TYPE C GRATE INLET	60.27	18" RCP	29	0.35%			55.60 (TO STR 82)		PH 3B
82	MODIFIED TYPE C GRATE INLET	60.27	48" RCP	149	0.07%	55.50 (FROM STR 81) 52.10 (FROM STR 80)		51.10 (TO STR 83)		PH 3B; W/ J BOTTOM; 36" INV. (N) = 52.1 (BRICK & MORTAR)
83	TYPE J MANHOLE 6'-0" DIA.		48" RCP	42	0.24%	51.00 (FROM STR 82)		48.60 (TO STR 84)		PH 3B
84	MES 48" RCP	56.42				48.50 (FROM STR 83)				PH 3B; POND 4
85	MODIFIED TYPE C GRATE INLET	71.12	18" RCP	30	0.33%			67.00 (TO STR 86)		PH 2B
86	MODIFIED TYPE C GRATE INLET	71.04	18" RCP	200	0.75%	66.90 (FROM STR 85)		60.90 (TO STR 88)		PH 2B
87	MODIFIED TYPE C GRATE INLET	66.83	18" RCP	30	0.33%			62.70 (TO STR 8EX 31)		PH 2B
88	MODIFIED TYPE C GRATE INLET	66.60	18" RCP	196	0.20%	59.40 (FROM STR 86) 62.60 (FROM STR 87)		59.40 (TO STR)		PH 2B; CORE & CONNECT INTO EXIST. PHASE 1 GTI INV. (W) = 59.00
89	MODIFIED TYPE C GRATE INLET	70.92	18" RCP	30	0.33%			66.60 (TO STR Ex iEX 72)		PH 3A; CORE & CONNECT INTO EXIST. PHASE 1 MH INV. (SE) = 66.50

STORM STRUCTURE & PIPE TABLE

STR. NO.	STR. TYPE	TOP ELEV. (FT)	PIPE DIAM. & MATL. (INCHES)	LENGTH (FT)	SLOPE %	INVERT IN (FT)	AS-BUILT INVERT IN (FT)	INVERT OUT (FT)	AS-BUILT INVERT OUT (FT)	COMMENTS
90	MODIFIED TYPE C GRATE INLET	65.80	18" RCP	52	0.19%			61.80 (TO STR)		PH 3A; CORE & CONNECT INTO EXIST. PHASE 1 MH INV. (NE) = 61.70
91	15" NYLOPLAST YARD DRAIN	66.70	12" HDPE	120	0.33%			62.40 (TO STR 92)		PH 3A
92	15" NYLOPLAST YARD DRAIN	67.60	12" HDPE	57	0.35%	62.00 (FROM STR 91)		62.00 (TO STR 93)		PH 3A
93	15" NYLOPLAST YARD DRAIN	68.30	12" HDPE	58	0.34%	61.80 (FROM STR 92)		61.80 (TO STR 94)		PH 3A
94	18" NYLOPLAST YARD DRAIN		15" HDPE	61	0.33%	61.60 (FROM STR 93)		58.40 (TO STR 95)		PH 3A
95	MES 15" RCP	0.00				58.20 (FROM STR 94)				PH 3A; POND 3
96	15" NYLOPLAST YARD DRAIN	62.50	12" HDPE	58	0.35%			58.20 (TO STR 97)		PH 3B
97	15" NYLOPLAST YARD DRAIN	62.20	12" HDPE	91	0.33%	58.00 (FROM STR 96)		58.00 (TO STR 98)		PH 3B
98	18" NYLOPLAST YARD DRAIN		15" HDPE	58	0.35%	57.70 (FROM STR 97)		51.30 (TO STR 99)		PH 3B
99	MES 15" RCP					51.10 (FROM STR 98)				PH 3B; POND 4
100	MES 36" RCP					60.00 (FROM STR CS-1)				PH 2A; POND 1 OUTFALL W/ CONC. SUMP
101	FES 36" RCP					55.00 (FROM STR CS-3)				PH 3A; POND 3 OUTFALL
102	MES 36" RCP	0.00				53.00 (FROM STR CS-4)				PH 3B; POND 4 OUTFALL W/ CONC. SUMP
CS-1	CONTROL STRUCTURE MODIFIED TYPE D GTI	66.50	36" RCP	46	0.22%			60.10 (TO STR 100)		PH 2A; POND 1 (SEE DETAIL SHT C-312)
CS-3	CONTROL STRUCTURE MODIFIED TYPE D GTI	67.00	36" RCP	69	0.14%			55.10 (TO STR 101)		PH 3A; POND 3 (SEE DETAIL SHT C-312)
CS-4	CONTROL STRUCTURE MODIFIED TYPE D GTI	58.70	36" RCP	44	0.23%			53.10 (TO STR 102)		PH 3B; POND 4 (SEE DETAIL SHT C-312)
Ex 63A	MODIFIED TYPE C GRATE INLET	70.92				66.50 (FROM STR 89)				PH 3A; REMOVE EXIST. MH TOP & REPLACE W/ MODIFIED TYPE C GTI

NOTE:

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- ALL FLARED END SECTIONS (FES) ARE SPECIFIED FDOT STANDARD INDEX 430-020 UNLESS OTHERWISE NOTED.
- ALL MITERED END SECTIONS (MES) ARE SPECIFIED FDOT STANDARD INDEX 430-021 UNLESS OTHERWISE NOTED.

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

STORM STRUCTURE & PIPE DATA

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	ST
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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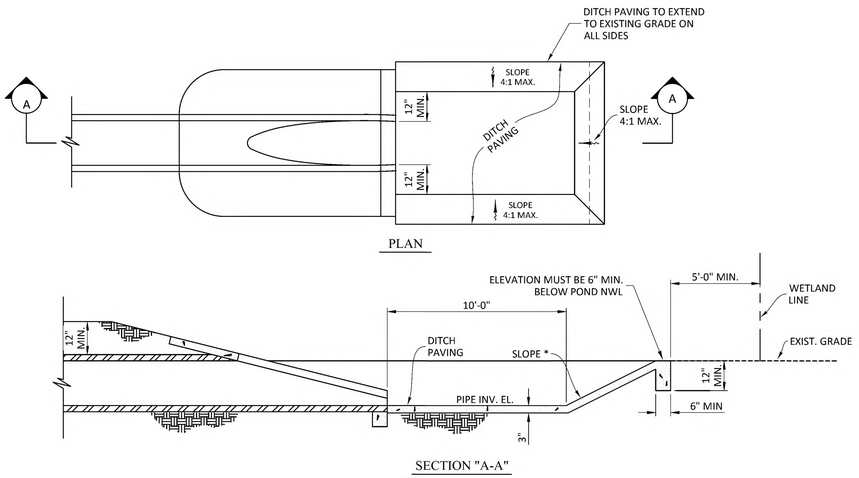
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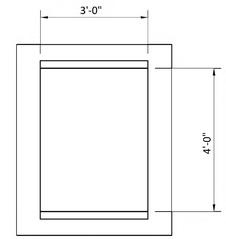
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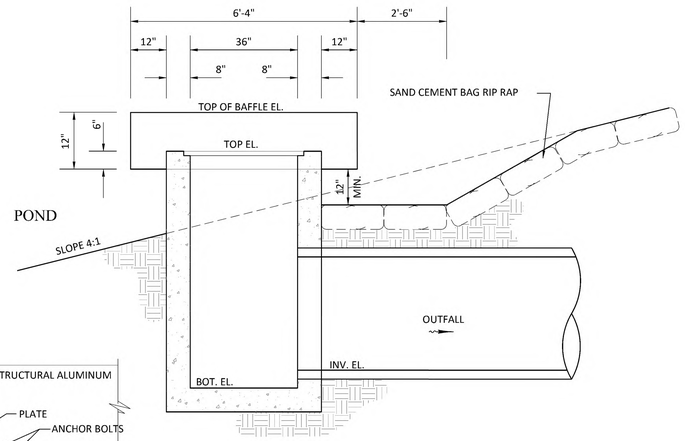


TYPICAL POND/OUTFALL SUMP DETAIL
SCALE: NTS

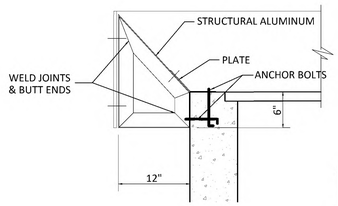
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STR. NO.	FDOT BOX TYPE	TOP ELEV.	BOTTOM ELEV.	PIPE MATL.	PIPE SIZE	PIPE INV. ELEV.	STR. TYPE	ATTENUATION OPENING A	ATTENUATION OPENING B	ELEV. (FT.)	TREATMENT OPENING C	TREATMENT OPENING D	TREATMENT OPENING F°	ELEV. (FT.)	
CS-1	D	66.50	59.60	RCP	36"	60.10	CS-13	---	---	---	---	---	---	--	POND 1; PROVIDE CS-13 BAFFLE
CS-3	D	67.00	54.60	RCP	36"	55.10	CS-3	---	---	---	0'-3 3/4"	0'-3 3/4"	---	61.50	2 POND 3; PROVIDE CS-3 BAFFLE
CS-4	D	58.70	52.60	RCP	36"	53.10	CS-3	---	---	---	0'-4 1/2"	0'-4 1/2"	---	54.50	POND 4; PROVIDE CS-3 BAFFLE



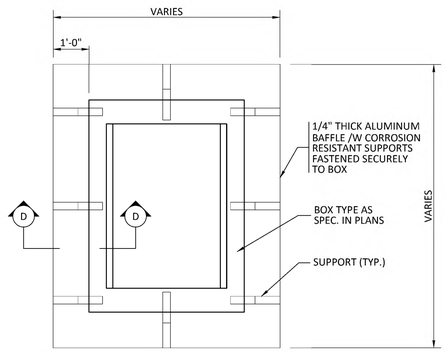
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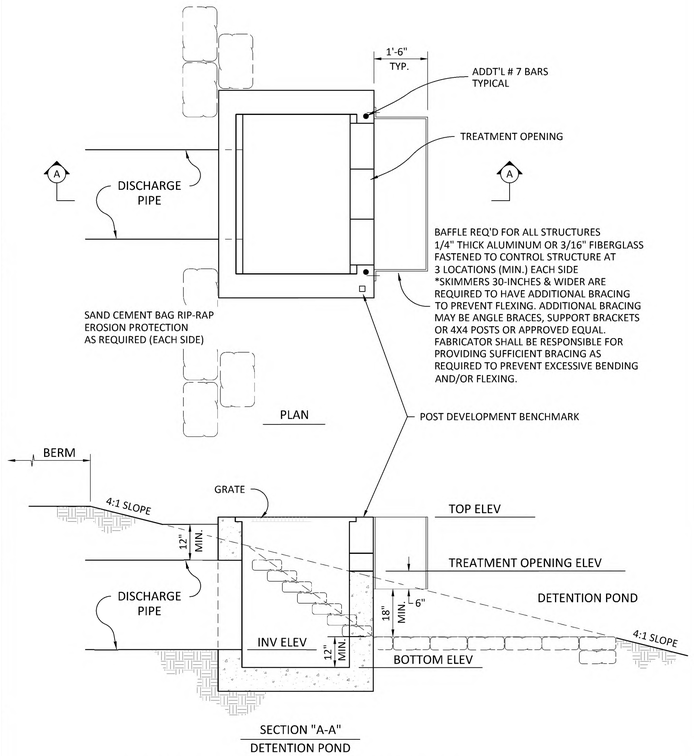


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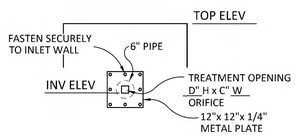


PLAN

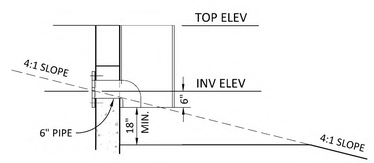
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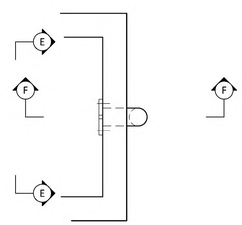
TYPICAL CONTROL STRUCTURE
MODIFIED



SECTION "E-E"



SECTION "F-F"



PLAN

TYPE "CS-3"
OPENING

NOTE:
DRAWING NOT TO SCALE

NOTE:
CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTING CONTROL STRUCTURES

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
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NAVD 88 TO NGVD 29 = +1.07

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

CONTROL STRUCTURE DATA

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
2	07/31/2023	REV CS 3 TREATMENT OPENING
1	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	CSTR
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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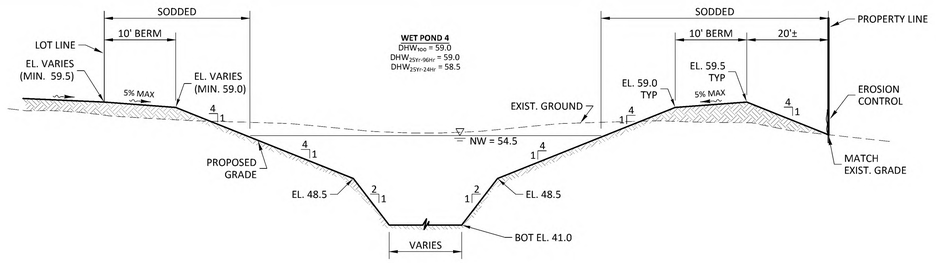
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DATE:
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C-312

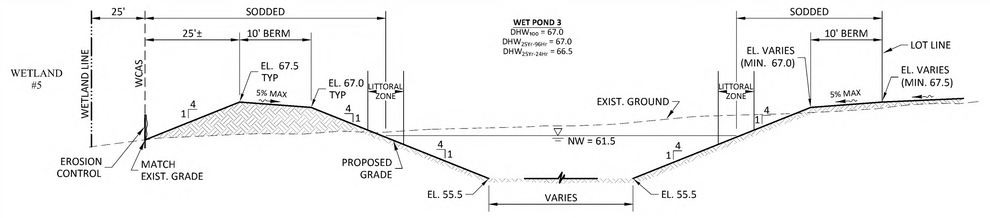
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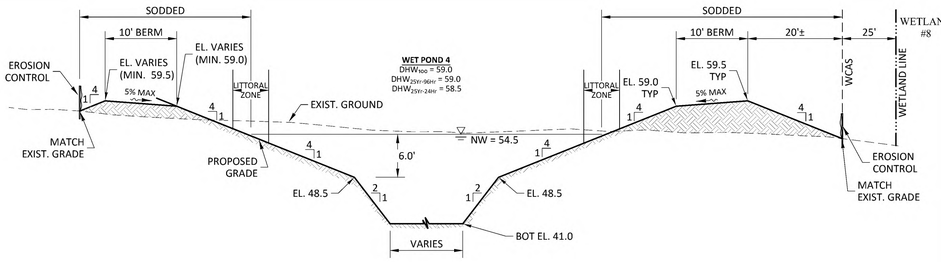
A C-308 TYPICAL POND SECTION

SCALE: N.T.S.



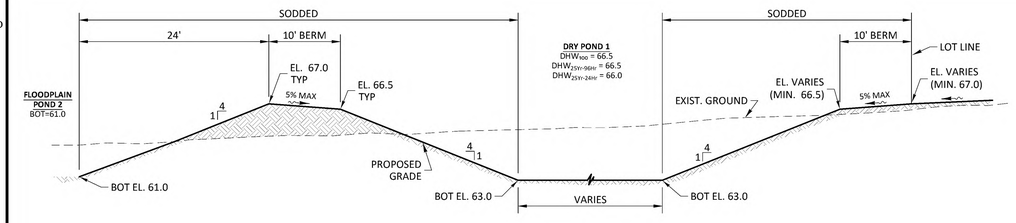
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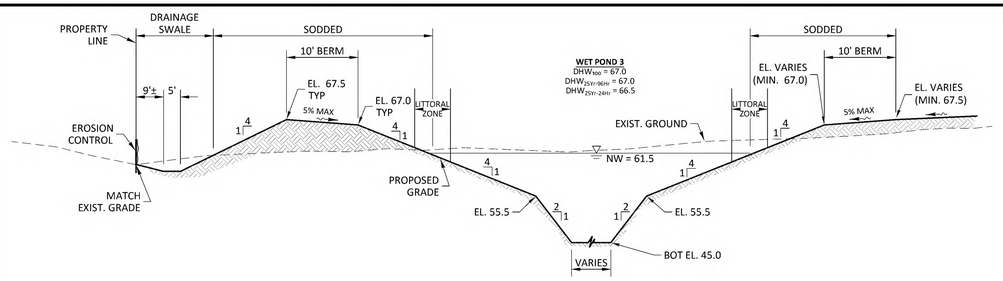
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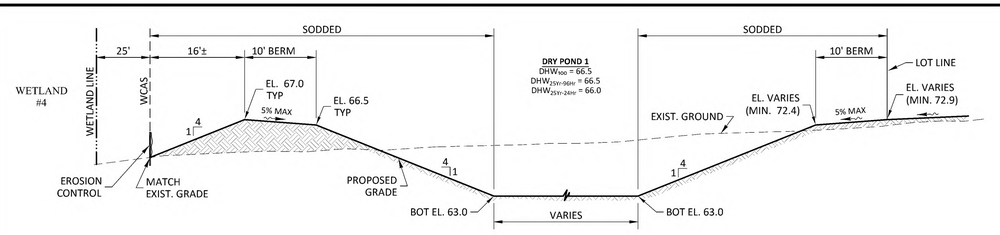
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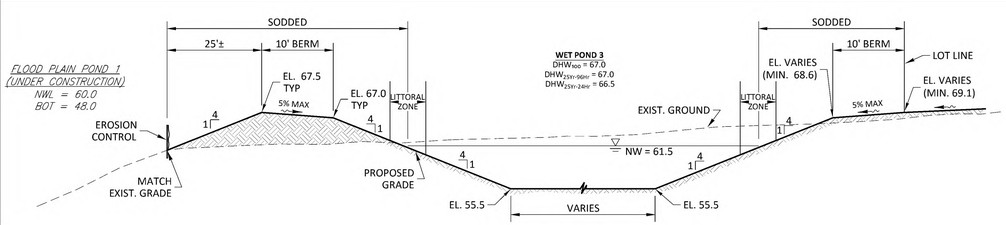
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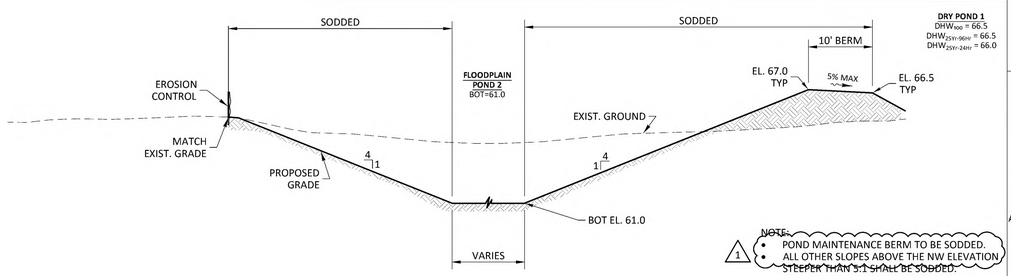
G C-303 TYPICAL POND SECTION

SCALE: N.T.S.



D C-306 TYPICAL POND SECTION

SCALE: N.T.S.



H C-303 TYPICAL POND SECTION

SCALE: N.T.S.

1 NOTE:
- POND MAINTENANCE BERM TO BE SODDED.
- ALL OTHER SLOPES ABOVE THE NW ELEVATION STEEPER THAN 3:1 SHALL BE SODDED.
- LITTORAL ZONE PLANTING REQUIRED. SEE LANDSCAPE PLANS FOR DETAILS.

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

GRADING & DRAINAGE SECTIONS

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE

1	UPDATE NOTES	06/09/2023
	REVIEW SUBMITTAL	02/20/2023
	DESCRIPTION	DATE

PROJECT NO:	KGA-CD-1031
FILE:	SEC
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

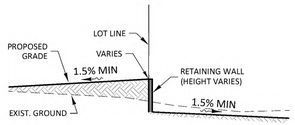
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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

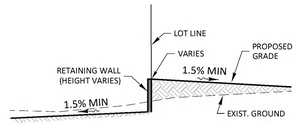
C-313

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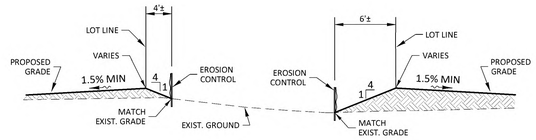
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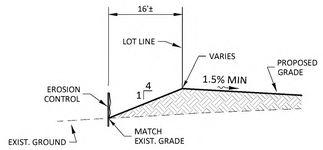
J C-302 REAR LOT LINE SECTION
SCALE: N.T.S.



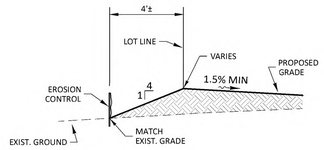
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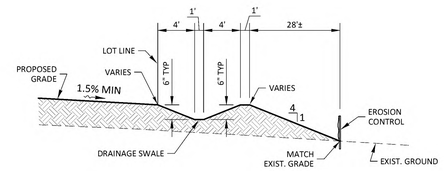
S C-309 REAR LOT LINE SECTION
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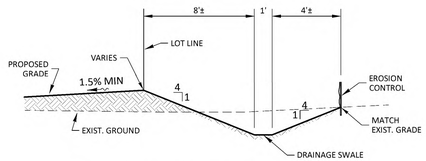
K C-304 REAR LOT LINE SECTION
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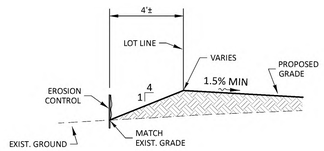
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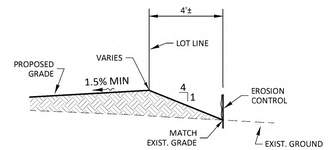
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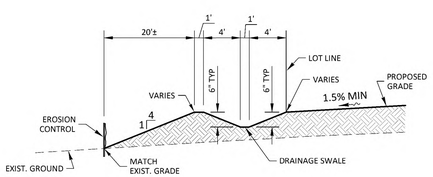
L C-304 REAR LOT LINE SECTION
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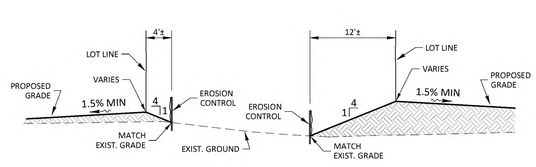
Q C-307 REAR LOT LINE SECTION
SCALE: N.T.S.



U C-309 REAR LOT LINE SECTION
SCALE: N.T.S.



M C-305 REAR LOT LINE SECTION
SCALE: N.T.S.



R C-307 REAR LOT LINE SECTION
SCALE: N.T.S.

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

GRADING & DRAINAGE SECTIONS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: SEC
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-314

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GENERAL NOTES:

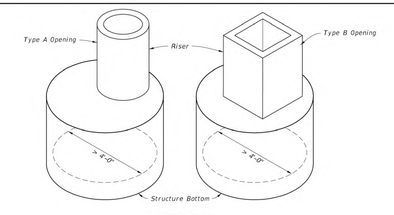
1. Work this Index with Specification 425 and Index 425-001.
2. Type P standard structure bottoms are 4'-0"diameter and smaller (Alt. A) and 3'-6" square (Alt. B) . Larger standard structure bottoms are designated Type J. Risers are permitted for all structures.
3. Walls of circular structures (Alt. A) constructed in place may be of brick or reinforced concrete. Construct precast and rectangular structures (Alt. B) with reinforced concrete only.
4. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with ASTM C478 (See Table 1).
5. Top and bottom slab thickness and reinforcement are for precast and cast-in-place construction. Use Class II concrete, except when Class IV concrete is shown in the Plans.
6. Alt. A or Alt. B structure bottoms may be used in conjunction with curb inlet tops Types 1, 2, 3, 4, 5, 6, 9, and 10, and any manhole or junction box. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet.
7. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and pipes.
8. Use straight embedment reinforcement in top and bottom slabs ,except when ACI hooks are specifically required.
9. Construct corner fillets as shown for rectangular structures used with circular risers and inlet throats, and when used on skew with rectangular risers, inlets, and inlet throats. Construct fillets in the top slab of the Alt. A structure bottoms when used with the Type B risers. Reinforce each fillet with two #5 bars.
10. Units larger than specified standards may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Furnish such larger units at no additional cost to the Department. Larger Alt. A units cannot replace Alt. B units without approval of the Engineer. This Note applies to this Index only.

REINFORCEMENT NOTES:

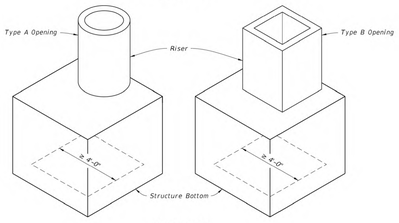
1. Locate wall reinforcement in rectangular structures as shown in the WALL REINFORCEMENT SPLICE DETAILS in Index 425-001.
2. Provide a minimum 2"clear cover for all reinforcement unless otherwise noted and except for 36"diameter ASTM C478 units.
3. Additional bars used to restrain hole formers for precast structures with grouted pipe connections may be left flush with the hole surface.
4. Cut or bend reinforcement at pipe openings to maintain cover.
5. Remove exposed ends of reinforcing at precast pipe openings and grouted joints to 1" below the concrete surface and seal with a Type F Epoxy meeting the requirements of Specification 926.
6. Equivalent area smooth or deformed welded wire reinforcement may be substituted in accordance with Index 425-001.

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Dimensional and Reinforcing Details
3	Tables 1, 2, 3, and 4
4	Tables 5 and 6

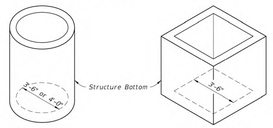


ALTERNATE A



ALTERNATE B

TYPE J



ALTERNATE A ALTERNATE B

TYPE P

LAST REVISION 11/01/20 | DESCRIPTION: | FY 2022-23 STANDARD PLANS | STRUCTURE BOTTOMS TYPE J AND P | INDEX 425-010 | SHEET 1 of 4

TABLE 5 - SLAB DESIGNS - SQUARE AND RECTANGULAR STRUCTURES
(ALL SLABS 8" THICK EXCEPT AS NOTED - REINFORCING PARALLEL TO SHORT WAY AND LONG WAY)

SHORT-WAY SLAB DEPTH	SHORT-WAY SCHEDULE (Bars A)	LONG-WAY SLAB DEPTH	LONG-WAY SCHEDULE (Bars B)
SIZE: 3'-6" x UNLIMITED			
≥0.5' < 8"	B10	≥0.5' < 24"	B10
8" < 13"	B5.5	24"-40"	B5.5
13" < 31"	C6.5		
31"-40"	D7		
SIZE: 4' x UNLIMITED			
≥0.5' < 7"	B5.5	≥0.5' < 15"	B10
7" < 19"	C6.5	15" < 29"	B5.5
19" < 31"	D7	29"-40"	C6.5
31"-40"	E5		
SIZE: 5' x 5'			
≥0.5' < 3"	C6.5	≥0.5' < 3"	C6.5
3" < 7"	B5.5	3" < 13"	C6.5
7" < 22"	C6.5	13" < 22"	D7
22" < 29"	D7	22" < 29"	D4.5
29"-40"	E5	29"-40"	E5
SIZE: 5' x 6'			
≥0.5' < 12"	C6.5	≥0.5' < 3"	C6.5
12" < 26"	D7	3" < 9"	B5.5
26"-40"	E5	9" < 23"	C3.5
		23" < 35"	D4.5
		35"-40"	E5
SIZE: 5' x 7'			
≥0.5' < 10"	C6.5	≥0.5' < 10"	B5.5
10" < 20"	D7	10" < 31"	C3.5
20" < 34"	E5	31"-40"	D4.5
34"-40"	F5		
SIZE: 5' x 8'			
≥0.5' < 7"	C6.5	≥0.5' < 8"	B10
7" < 13"	D7	8" < 17"	B5.5
13" < 24"	E5	17" < 25"	C6.5
24"-40"	F5	25"-40"	C3.5
SIZE: 5' x 9'			
≥0.5' < 8"	C6.5	≥0.5' < 14"	B10
8" < 14"	D7	14" < 24"	B5.5
14" < 25"	E5	24" < 34"	C6.5
25"-40"	F5	34"-40"	C3.5
SIZE: 5' x UNLIMITED			
≥0.5' < 8"	C6.5	≥0.5' < 14"	B10
8" < 14"	D7	14" < 24"	B5.5
14" < 25"	E5	24" < 34"	C6.5
25"-40"	F5	34"-40"	C3.5

SHORT-WAY SLAB DEPTH	SHORT-WAY SCHEDULE (Bars A)	LONG-WAY SLAB DEPTH	LONG-WAY SCHEDULE (Bars B)
SIZE: 6' x 6'			
≥0.5' < 13"	C6.5	≥0.5' < 10"	C3.5
13" < 23"	D7	10" < 18"	D4.5
23"-40"	E5	18" < 27"	E5
		27" < 33"	E3
		33"-40"	F5
SIZE: 6' x 7'			
≥0.5' < 8"	C6.5	≥0.5' < 8"	C6.5
8" < 16"	D7	8" < 12"	C3.5
16" < 28"	E5	12" < 21"	D4.5
28"-40"	F5	21" < 28"	E5
		28" < 35"	E3
		35"-40"	F5
SIZE: 6' x 8'			
≥0.5' < 6"	C6.5	≥0.5' < 6"	B5.5
6" < 13"	D7	6" < 11"	C6.5
13" < 22"	E5	11" < 17"	C3.5
22" < 35"	F5	17" < 22"	D4.5
35"-40"	G5	22" < 32"	E5
		32"-40"	E3
SIZE: 6' x 9'			
≥0.5' < 8"	D7	≥0.5' < 8"	B5.5
8" < 14"	E5	8" < 14"	C6.5
14" < 24"	F5	14" < 21"	C3.5
24"-34"	G5	21" < 25"	D4.5
		25"-34"	E5
SIZE: 6' x UNLIMITED			
≥0.5' < 8"	D7	≥0.5' < 8"	B5.5
8" < 14"	E5	8" < 14"	C6.5
14" < 24"	F5	14" < 21"	C3.5
24"-34"	G5	21" < 25"	D4.5
		25"-34"	E5
SIZE: 7' x 7'			
≥0.5' < 8"	C6.5	≥0.5' < 4"	C6.5
8" < 15"	D7	4" < 7"	C3.5
15" < 26"	E5	7" < 11"	D4.5
26"-40"	F5	11" < 22"	E3
		22" < 32"	F3.5
		32"-40"	G3.5
SIZE: 7' x 8'			
≥0.5' < 5"	C6.5	≥0.5' < 5"	C6.5
5" < 11"	D7	5" < 8"	C3.5
11" < 19"	E5	8" < 13"	D4.5
19" < 30"	F5	13" < 22"	E3
30"-40"	G5	22" < 30"	F3.5
		30"-40"	G3.5
SIZE: 7' x 9'			
≥0.5' < 9"	D7	≥0.5' < 7"	C6.5
9" < 15"	E5	7" < 10"	C3.5
15" < 25"	F5	10" < 14"	D4.5
25" - 34"	G5	14" < 21"	E5
		21" < 29"	F5
		29"-34"	F3.5

SHORT-WAY SLAB DEPTH	SHORT-WAY SCHEDULE (Bars A)	LONG-WAY SLAB DEPTH	LONG-WAY SCHEDULE (Bars B)
SIZE: 8' x 8'			
≥0.5' < 10"	D7	≥0.5' < 9"	D4.5
10" < 19"	E5	9" < 13"	E5
19"-30"	F5	13" < 18"	F5
		18" < 23"	F3.5
		23"-30"	G3.5
SIZE: 8' x 9'			
≥0.5' < 8"	D7	≥0.5' < 7"	D7
8" < 14"	E5	7" < 11"	D4.5
14" < 23"	F5	9" < 15"	E3
23"-31"	G3.5	15" < 20"	F5
		20" < 23"	F3.5
		23"-31"	G3.5
SIZE: 9' x 9'			
≥0.5' < 8"	D7	≥0.5' < 7"	D4
8" < 14"	E5	7" < 10"	E5
14" < 22"	F5	10" < 17"	F3.5
		17" < 22"	G3.5
SIZE: 9'x9'x10" SLAB THICKNESS			
22" < 36"	F5	22" < 31"	F3.5
36"-40"	G5	31"-40"	G3.5
SIZE: 10'x10'x10" SLAB THICKNESS			
≥0.5' < 7"	C6.5	0.5' < 6"	C6.5
7" < 10"	D7	6" < 9"	D4.5
10" < 18"	E5	9" < 15"	E5
18" < 27"	F5	15" < 22"	F5
27"-32"	G5	22"-32"	G3.5
SIZE: 12'x12'x12" SLAB THICKNESS			
≥0.5' < 10"	D7	≥0.5' < 8"	D7
10" < 16"	E5	8" < 14"	E5
16" < 25"	F5	14" < 22"	F5
25"-35"	G5	22" < 30"	G5
		30"-35"	H4

TABLE 6 - SLAB DESIGNS ROUND STRUCTURES

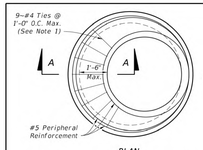
SLAB DEPTH	SLAB THICKNESS	REINF. (2-WAY) SCHEDULE
SIZE: 3'-6" DIAMETER		
2'-15"	6" Precast	C6.5
0.5' < 30"	8"	A6
30"-40"	8"	B5.5
SIZE: 4'-0" DIAMETER		
≥0.5' < 19"	8"	A6
19" < 30"	8"	B5.5
30"-40"	8"	C6.5
SIZE: 5'-0" DIAMETER		
≥0.5' < 15"	8"	B5.5
15" < 26"	8"	C6.5
26" < 35"	8"	D7
35"-40"	8"	D4.5
SIZE: 6'-0" DIAMETER		
≥0.5' < 9"	8"	B5.5
9" < 15"	8"	C6.5
15" < 22"	8"	C3.5
22" < 30"	8"	D4.5
30"-40"	8"	E5
SIZE: 7'-0" DIAMETER		
≥0.5' < 8"	8"	C3.5
8" < 16"	8"	D4.5
16" < 23"	8"	E5
23" < 27"	8"	E3
27"-40"	8"	F3.5
SIZE: 8'-0" DIAMETER		
≥0.5' < 10"	8"	D4.5
10" < 16"	8"	E5
16" < 19"	8"	E3
19" < 29"	8"	F3.5
29"-40"	10"	F5
SIZE: 10'-0" DIAMETER		
≥0.5' < 12"	10"	D4.5
12" < 20"	10"	E5
20" < 28"	10"	F5
28"-40"	10"	G3.5
SIZE: 12'-0" DIAMETER		
≥0.5' < 8"	10"	D4.5
8" < 13"	10"	E5
13" < 18"	10"	F5
18" < 26"	10"	G3.5
26"-40"	12"	G3.5

SLAB AND WALL DESIGN TABLE NOTES

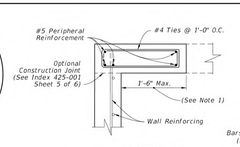
1. Size is the inside dimension(s) of a structure.
2. Slab reinforcement is appropriate for top, intermediate, and bottom slabs.
3. Bottom Slabs for precast 3'-6" x 3'-6" rectangular structures at 1'5 depth or less, may be 6" thick.
4. Slab depth is measured from finished grade to top of slab.
5. Reinforcing schedules with larger areas of steel may be substituted for schedules with smaller bar or wire spacing, except that Schedule B10 may not be substituted for Schedule A6. See Index 425-001 for allowable bar spacing adjustments when larger areas of reinforcing are substituted.

TABLES 5 AND 6

LAST REVISION 11/01/20 | DESCRIPTION: | FY 2022-23 STANDARD PLANS | STRUCTURE BOTTOMS TYPE J AND P | INDEX 425-010 | SHEET 4 of 4

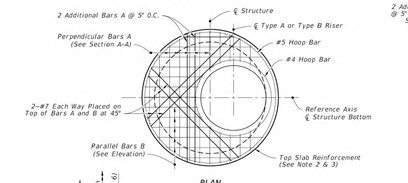


PLAN

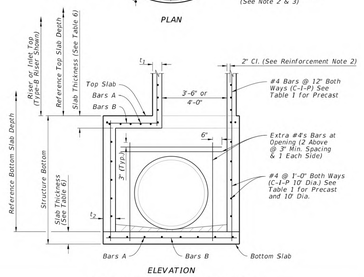


SECTION A–A

SPECIAL TOP SLAB



PLAN

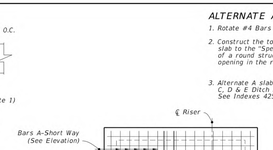


ELEVATION

TYPE J BOTTOM - ALTERNATE A

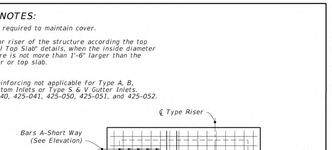
ALTERNATE A NOTES:

1. Rotate #4 Bars as required to maintain cover.
2. Construct the top or riser of the structure according the top slab to the "Special Top Slab" details, when the inside diameter of a round structure is not more than 1'-6" larger than the opening in the riser or top slab.
3. Alternate A slab reinforcing not applicable for Type A, B, C, D & E Ditch Bottom Inlets or Type 5 & 9 Gutter Inlets. See Indexes 425-040, 425-041, 425-050, 425-051, and 425-052.



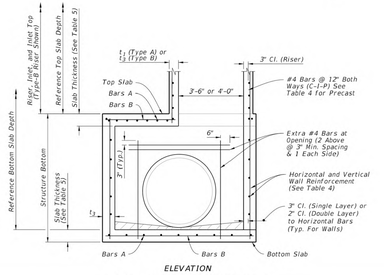
TYPE A - ROUND RISER OPENING

PLAN



TYPE B - SQUARE RISER OPENING

PLAN



ELEVATION

TYPE J BOTTOM - ALTERNATE B

DIMENSIONAL AND REINFORCING DETAILS

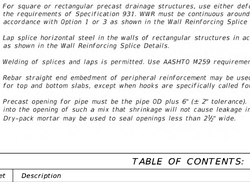
LAST REVISION 11/01/20 | DESCRIPTION: | FY 2022-23 STANDARD PLANS | STRUCTURE BOTTOMS TYPE J AND P | INDEX 425-010 | SHEET 2 of 4

GENERAL NOTES:

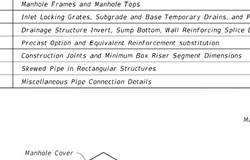
1. Use a 1-piece cover, unless the 2-piece cover is called for in the Plans, except at inlets and manholes with sump bottoms. Use the 2-piece cover when the sump depth exceeds 2', unless otherwise noted.
2. Include "Adjustable" on the cover for Type I manhole adjustable frames.
3. For square or rectangular precast drainage structures, use either deformed or smooth WWR meeting the requirements of Specification 931. WWR must be continuous around the box and lapped in accordance with Option 1 or 3 as shown in the Wall Reinforcing Splice Details.
4. Lap splice horizontal steel in the walls of rectangular structures in accordance with Option 1, 2 or 3 as shown in the Wall Reinforcing Splice Details.
5. Welding of splices and laps is permitted. Use AASHTO M259 requirements and restrictions on welds.
6. Rebar straight end embedment of peripheral reinforcement may be used in lieu of ACI standard hooks for top and bottom slabs, except when hooks are specifically called for in the Plans.
7. Precast opening for pipe must be the pipe OD plus 6" (± 2" tolerance). Use mortar to seal the pipe into the opening of such a mix that shrinkage will not cause leakage into or out of the structure. Dry-pack mortar may be used to seal openings less than 2½" wide.

TABLE OF CONTENTS:

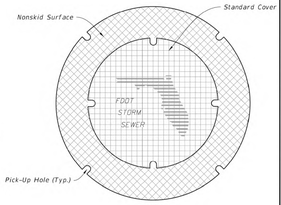
Sheet	Description
1	General Notes, Contents, Manhole Top Overview, and Manhole Covers
2	Manhole Frames and Manhole Tops
3	Inlet Locking Grates, Subgrade and Base Temporary Drains, and Pipe to Structure Filter Fabric Wrap
4	Drainage Structure Invert, Sump Bottom, Wall Reinforcing Splice Details, and Typical Slab to Wall Details
5	Precast Option and Equivalent Reinforcement substitution
6	Construction Joints and Minimum Box Riser Segment Dimensions
7	Skewed Pipe in Rectangular Structures
8	Miscellaneous Pipe Connection Details



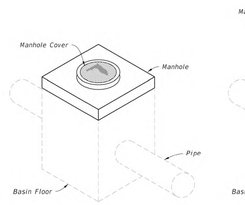
PLAN



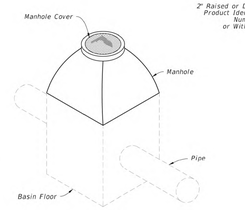
BOTTOM



PLAN

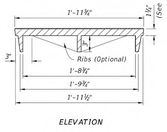


TYPE 7



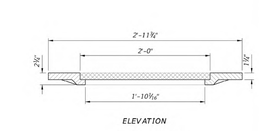
TYPE 8

MANHOLE TOPS



ELEVATION

1-PIECE COVER



ELEVATION

2-PIECE COVER

MANHOLE COVERS

LAST REVISION 11/01/20 | DESCRIPTION: | FY 2022-23 STANDARD PLANS | SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 1 of 8

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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

DRAINAGE DETAILS

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
DETAILS UPDATED	06/09/2023
REVIEW SUBMITTAL	02/20/2023
DESCRIPTION	DATE
1	

PROJECT NO: KGA-CD-1031
FILE: DD
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-315

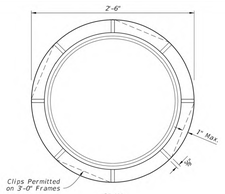
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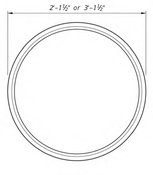
TABLE 1
WEIGHT OF CASTINGS (lb)

Frame Type	2'-0" OPENING		3'-0" OPENING		
	Frame	Cover (Std.)	Frame	2-Piece Cover	
				Inside	Outside	Total
I	155	190	220	190	220	410
II	145	190	255	190	220	410
III	90	190	180	190	220	410

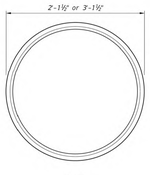
NOTE:
Frame Type I in Table 1, includes Adjustable Frames.
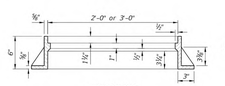


PLAN



PLAN

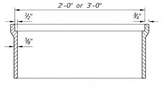


PLAN



ELEVATION


WALL SECTION

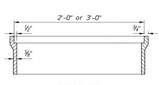


ELEVATION

TYPE I
(For Manholes)

TYPE II
(For Curb Inlets Types 1, 2, 3, & 4)

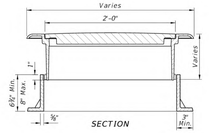

WALL SECTION



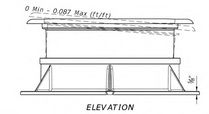
ELEVATION

TYPE III
(For Curb Inlets Types 7 & 8)

MANHOLE FRAMES

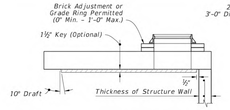


SECTION

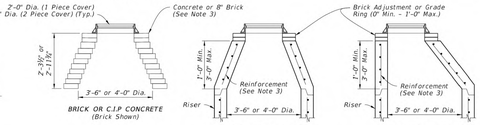


ELEVATION

TYPE I ADJUSTABLE FRAME



TYPE 7

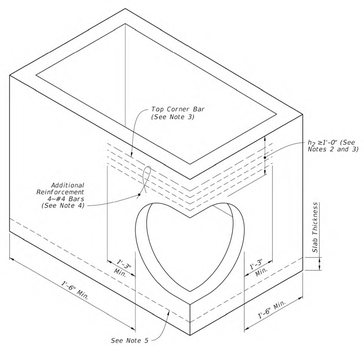


TYPE 8

MANHOLE TOPS

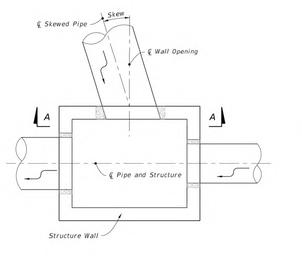
NOTES:
1. Use Class II concrete for Manhole top Type 7 slabs.
2. Manhole top Type 7 slabs may be of cast-in-place or precast construction. The optional key is for precast tops and in lieu of dowels. Omit frame and slab openings when top is used over a junction box.
3. Manhole top Type 8 may be of cast-in-place, precast concrete construction, or brick construction. For concrete construction, use the same concrete and steel reinforcement as the supporting wall unit. An eccentric cone may be used.
4. Use construction joint options, as shown on Sheet 6 to secure manhole tops to structures.
5. Frames may be adjusted to a maximum 12" height with brick or precast ASTM C478 grade rings.
6. Manhole top Type 8 may be substituted for a Type 7, if the minimum dimensions are not reduced.
7. Manhole top Type 7 may be substituted for Type 8, if the minimum thickness (h) above pipe opening cannot be maintained with Type 8.

MANHOLE FRAMES AND MANHOLE TOPS

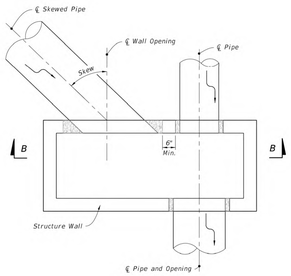


NOTES:
1. Submit Shop Drawings of corner openings for approval by the Engineer.
2. h_2 may be less than 1'-0" when a minimum 1'-0" deep segment, 8" slab or curb inlet is provided above the corner opening.
3. For inlet segments at finish grade elevation, substitute a #8 Bar for the top corner bar when $1'\text{-}0" \le h_2 < 2'\text{-}0"$.
4. Install bars continuously around corner and evenly spaced. Tie additional reinforcement to the outside of vertical wall reinforcement.
5. Dowel construction joint or monolithically cast wall and slabs.

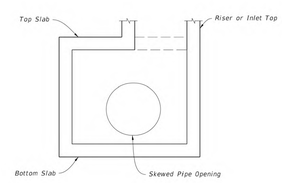
PIPE OPENING AT CORNER



PLAN

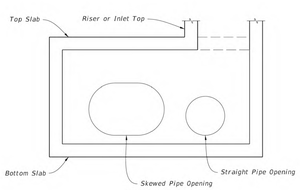


PLAN



SECTION A-A

SKEWS ≤ 45°
(Not Centered)

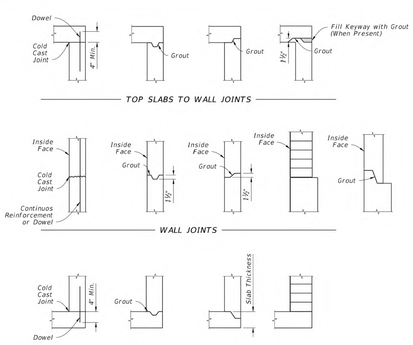


SECTION B-B

SKEWS > 45°
(Not Centered)

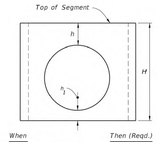
SKEWED PIPE IN RECTANGULAR STRUCTURES
(See Table 4 on Sheet 8)

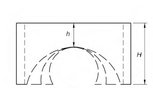
SKEWED PIPE IN RECTANGULAR STRUCTURES



NOTES:
1. One or more types of joints may be used in a single structure, except brick wall structure. Brick wall construction is permitted on circular units only.
2. All grouted joints are to have a maximum thickness of 1".
3. Keyways are to be a minimum of 1½" deep.
4. Joint dowels are to be #4 bars, 12" long with a minimum of 6 bars per joint approximately evenly spaced for circular structures or at maximum 12" spacing for rectangular structures. Bars may be either Adhesive Bonded Dowels in accordance with Specification 416, or placed approximately 6" into fresh concrete leaving the remainder to extend into the secondary cast. Welded wire reinforcement may be substituted for the dowel bar in accordance with the equivalent steel area table on Sheet 5.
5. Minimum cover on dowel reinforcing bars is 2" to outside face of structure.
6. Seal joints between wall segments and between wall segments and top or bottom slabs with preformed plastic gasket material inaccordance with Specification 430 or non-shrink grout in accordance with Specification 934.
7. Insert products approved by the Engineer may be used in lieu of dowel embedment.

CONSTRUCTION JOINT OPTIONS





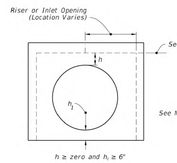


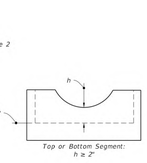
NOTES:
1. Segments may be inverted. Opening for pipe is the pipe OD plus 6" (± 2" tolerance).
2. If h can not be attained, then a top or bottom slab must be attached to the segment as shown below.

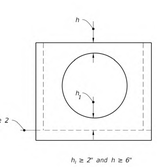
TABLE 3
Minimum Value for H

H (min.)	Box or Riser Diameter
1'-0"	3'-6" & 4'-0"
1'-6"	5'-0" & 6'-0"
2'-0"	>6'-0"

RISER SEGMENTS OTHER THAN DOWEL







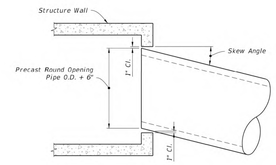
NOTES:
1. h may be less than 6" when approved by the Engineer, but not for inlet segments at finish grade elevation.
2. Dowel construction joint or monolithic cast only.

SEGMENTS FOR SLAB TO WALL DOWEL CONSTRUCTION JOINTS OR MONOLITHIC CAST

CONSTRUCTION JOINT OPTIONS

MINIMUM BOX AND RISER SEGMENT DIMENSIONS

CONSTRUCTION JOINT OPTIONS AND MINIMUM BOX AND RISER SEGMENT DIMENSIONS



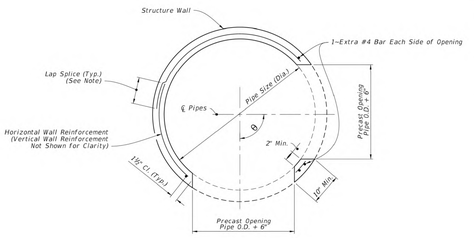
PLAN VIEW

TABLE 4 - MAXIMUM PIPE SKEW FOR PRECAST ROUND OPENINGS

	WALL THICKNESS	PIPE SIZE										
		18"	24"	30"	36"	42"	48"	54"	60"	66"	72"	78"	84"
MAXIMUM SKEW ANGLE	8"	19°	17°	16°	16°	15°	14°	14°	13°	13°	12°	12°	
	6"	21°	20°	18°	17°	17°	16°	15°	15°	14°	14°	13°	13°

NOTE:
These values are based on 2" clearance for precast structures. Larger skews are possible for Cast-In-Place Structures or elliptical pipe openings when approved by the Engineer.

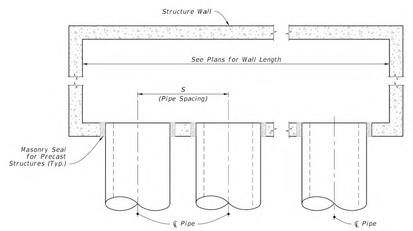
MAXIMUM PIPE SKEW FOR PRECAST ROUND OPENINGS



PLAN VIEW

NOTE:
Lap splice: 20 bar diameter for deformed wire or bar, but not less than vertical wire spacing plus 2" for WWR or 40 bar diameters for smooth wire.

MULTIPLE PIPE CONNECTIONS - PRECAST ROUND STRUCTURES



PLAN VIEW

TABLE 5 - MINIMUM SIZES FOR MULTIPLE PARALLEL PIPE CONNECTIONS

PIPE SIZE	PIPE SPACING (S)
18"	2'-10"
24"	3'-5"
30"	4'-3"
36"	5'-1"
42"	6'-0"
48"	6'-9"
54"	7'-8"
60"	8'-6"
66"	9'-0"
72"	10'-0"
78"	10'-9"
84"	11'-8"

MULTIPLE PARALLEL PIPE CONNECTIONS - RECTANGULAR STRUCTURES

MISCELLANEOUS PIPE CONNECTION DETAILS

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PHASE 2A, 2B, 3A & 3B

DRAINAGE DETAILS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	DETAILS UPDATED
	02/20/2023	REVIEW SUBMITTAL
	DATE	DESCRIPTION

PROJECT NO: KGA-CD-1031
FILE: DD
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

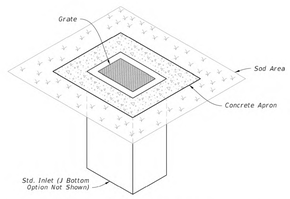
C-316

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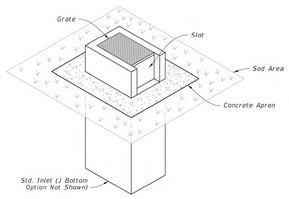
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GENERAL NOTES:

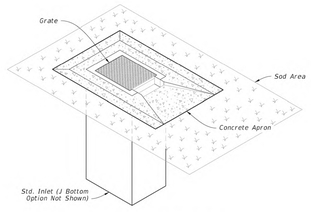
1. Work this Index with Index 425-001 and Index 425-010.
2. Chamfer all exposed edges and corners ¾" chamfer or tooled to ½" radius.
3. All reinforcing is Grade 60 bars with 2" minimum cover unless otherwise noted. Cut or bend bars for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.
4. Use Concrete Apron on inlets without slots and inlets with non-traversable slots only when called for in the Plans.
5. Quantities are for informational and estimating purposes only.



DITCH BOTTOM INLET TYPE C
TRAVERSABLE
(Without Slot - Type D, E, and H Similar, Pipe Connection Not Shown)



DITCH BOTTOM INLET TYPE C
NON-TRAVERSABLE
(Slot > 7" Shown - Type D, E, and H Similar, Pipe Connection Not Shown)

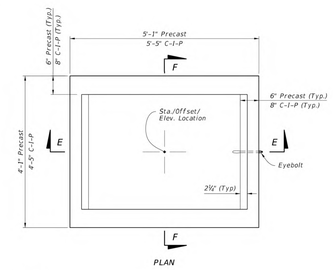


DITCH BOTTOM INLET TYPE C
TRAVERSABLE
(Single Slot < 7" Shown, Double Slot, Type D, and E Similar, Pipe Connection Not Shown)

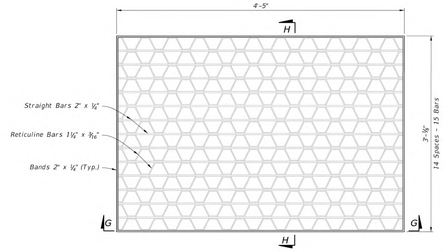
TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Type C - Dimensional, Reinforcing, and Grate Details
3	Type D - Dimensional, Reinforcing, and Grate Details
4	Type E - Dimensional, Reinforcing, and Grate Details
5	Type H (2 & 3 Grate) - Dimensional, Reinforcing, and Steel Grate Details
6	Type H (4 Grate) - Dimensional, Reinforcing, and Steel Grate Details
7	Cast Iron Grate Details
8	Non-Traversable Inlet Details
9	Traversable Inlet Without Slot Details
10	Traversable Inlet With Slot Details
11	Case 1 - Add Traversable Slots to Existing Inlets
12	Case 2 - Add Traversable Slots (Partial) to Existing Inlets
13	Case 3 - Add Traversable Slots (Partial) to Existing Inlets and Ditch Block
14	Alternate A Structure Bottom - Top Slab Details

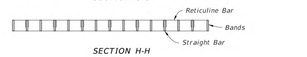
LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX	SHEET
11/01/20	REVISION				425-052	1 of 14



PLAN

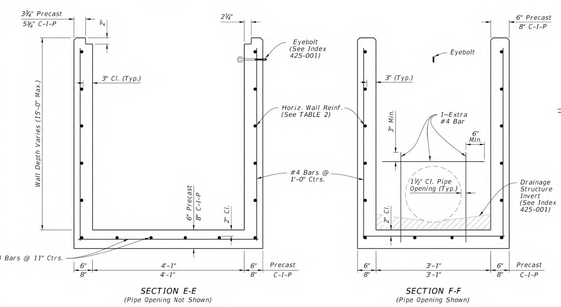


SECTION G-G



SECTION H-H

STEEL GRATE DETAIL
(Approx. 190 lbs. - See Sheet 7 For Cast Iron Grates)



SECTION E-E
(Pipe Opening Not Shown)

SECTION F-F
(Pipe Opening Shown)

TABLE 2
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0' - 6'	A12	0.20	12"	8"
6' - 10'	A6	0.20	6"	5"
10' - 13'	A4	0.20	4"	3"
10' - 15'	B5.5	0.24	5½"	5"

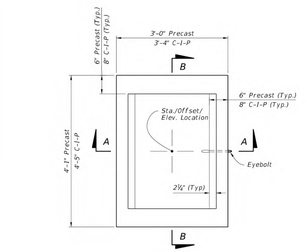
NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure details.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.
3. Cast Iron Grate is not permitted on inlet Type D.

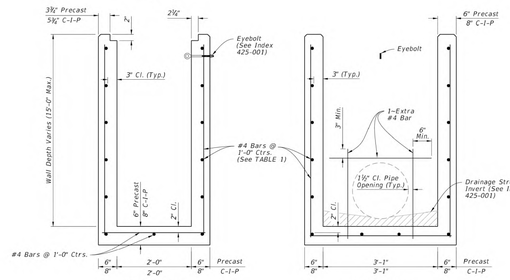
DIMENSIONAL AND REINFORCING DETAILS

TYPE D - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX	SHEET
11/01/20	REVISION				425-052	3 of 14

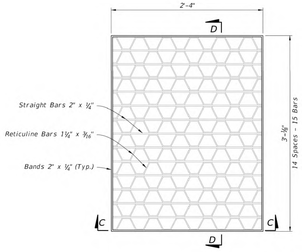


PLAN



SECTION A-A
(Pipe Opening Not Shown)

SECTION B-B
(Pipe Opening Shown)



SECTION C-C



SECTION D-D

STEEL GRATE DETAIL
(Approx. 104 Lbs. - See Sheet 7 For Cast Iron Grates)

TABLE 1
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0' - 15'	A12	0.20	12"	8"

NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.

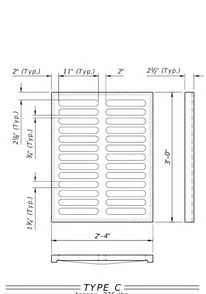
DIMENSIONAL AND REINFORCING DETAILS

TYPE C - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS

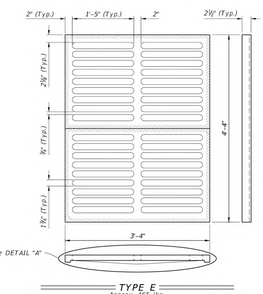
LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX	SHEET
11/01/20	REVISION				425-052	2 of 14

NOTES:

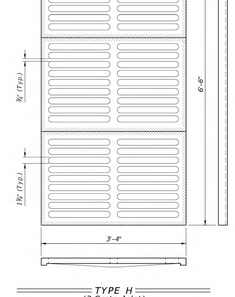
1. Steel Grates are required on inlets with traversable slots and on inlets where bicycle traffic is anticipated.
2. Cast Iron Grates are not permitted on Inlet Type D.



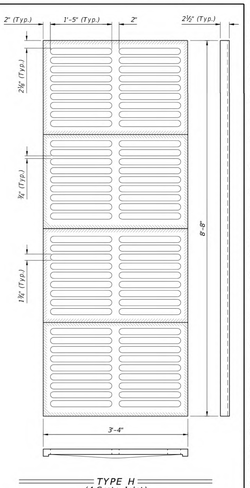
TYPE C
Approx. 235 lbs.



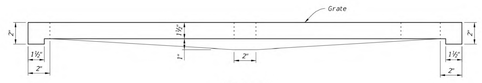
TYPE E
Approx. 465 lbs.



TYPE H
(3-Grate Inlet)
Approx. 725 lbs.



TYPE H
(4-Grate Inlet)
Approx. 967 lbs.



DETAIL "A"
(Typical Section)

CAST IRON GRATE DETAILS

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX	SHEET
11/01/20	REVISION				425-052	7 of 14

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PHASE 2A, 2B, 3A & 3B

DRAINAGE DETAILS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	DETAILS UPDATED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	DD
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

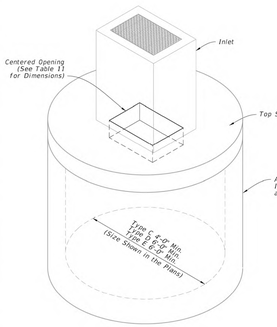
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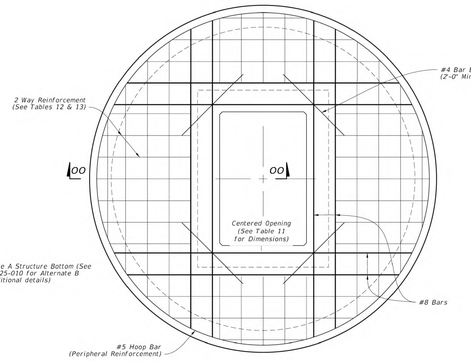
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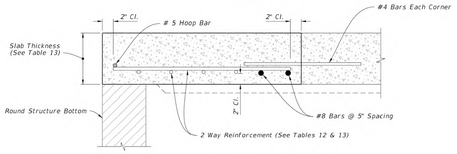
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ISOMETRIC VIEW



PLAN



SECTION OO-OO

TOP SLAB REINFORCEMENT DETAILS

TABLE 11
TOP SLAB OPENINGS

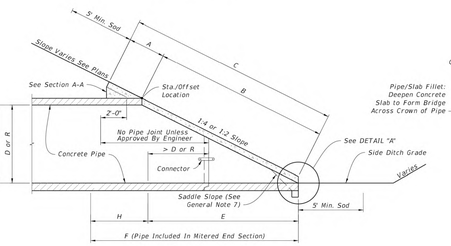
DIAMETER	OPENING SIZE	
	Min.	Max.
4'-0"	2'-0" x 3'-1"	2'-0" x 3'-1"
5'-0"	2'-0" x 3'-1"	3'-1" x 4'-1"
6'-0"	2'-0" x 3'-1"	3'-0" x 4'-6"
8'-0"	2'-0" x 3'-1"	3'-0" x 4'-6"

TABLE 12
TOP SLAB REINFORCING SCHEDULE

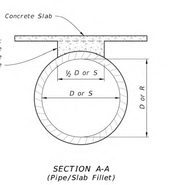
SCHEDULE	GRADE 60 (BAR) OR 65 KSI & 70 KSI (WIRE REINFORCING) $In^2/ft.$
A	0.20
B	0.24
C	0.37
D	0.53
E	0.73
F	1.06
G	1.45

TABLE 13
TOP SLAB WITH CENTERED OPENING

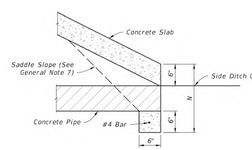
STRUCTURE DEPTH	SLAB THICKNESS	REINFORCING (2 WAY) SCHEDULE
SIZE: 4'-0"		
≥0.5'<40'	9½"	B
SIZE: 5'-0"		
≥0.5'<30'	9½"	C
30'-40'	9½"	D
SIZE: 6'-0"		
≥0.5'<8'	11½"	B
8'<18'	11½"	C
18'<30'	11½"	D
30'<37'	11½"	E
37'-40'	11½"	G
SIZE: 8'-0"		
≥0.5'<9'	11½"	C
9'<15'	11½"	D
15'<23'	11½"	E
23'<33'	11½"	E
33'-40'	11½"	G



ELEVATION



SECTION A-A
(Pipe/Slab Fillet)



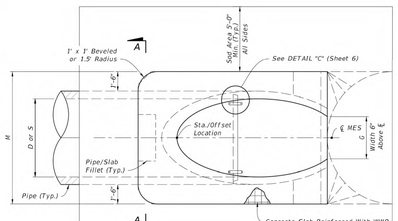
DETAIL "A"

ROUND CONCRETE PIPE
(Elliptical Pipe Similar)

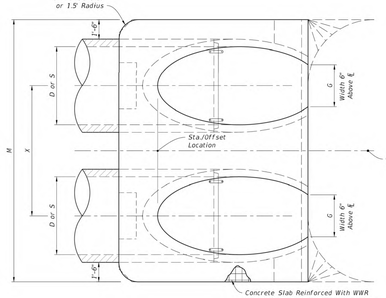
NOTE: See Table 1 on Sheet 3 for Dimensions and Quantities.

ALTERNATE A STRUCTURE BOTTOM - TOP SLAB DETAILS

SINGLE AND MULTIPLE CONCRETE PIPE



PLAN - SINGLE PIPE



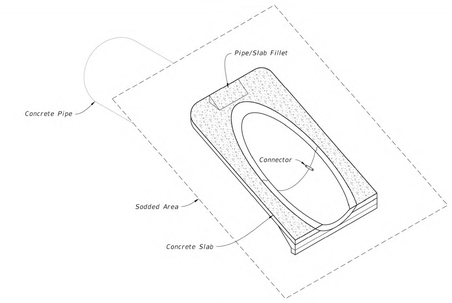
PLAN - MULTIPLE PIPE

LAST REVISION 11/01/20	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX 425-052	SHEET 14 of 14

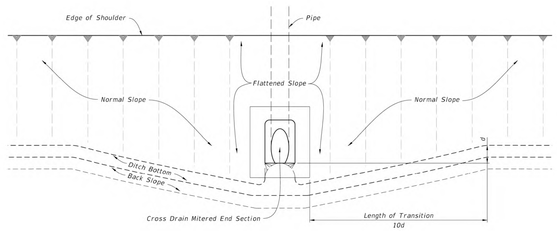
LAST REVISION 11/01/20	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 2 of 6

GENERAL NOTES:

1. Unless otherwise designated in the plans, concrete pipe mitered end sections may be used with any type of cross drain pipe; corrugated steel pipe mitered end sections may be used with any type of cross drain pipe except aluminum pipe; and, corrugated aluminum mitered end sections may be used with any type of cross drain pipe except steel pipe. When bituminous coated metal pipe is specified for cross drain pipe, construct the mitered end sections with like pipe or concrete pipe. When the mitered end section pipe is dissimilar to the cross drain pipe, construct a concrete jacket in accordance with Index 430-001.
2. Use either corrugated metal or concrete mitered end sections for corrugated polyethylene pipe (HDPE), polyvinyl-chloride pipe (PVC), steel reinforced polyethylene pipe (SRPE), and polypropylene pipe (PP). When used in conjunction with corrugated mitered end sections, make connection using either a formed metal band specifically designated to join HDPE, PVC, SRPE, or PP pipe, with metal pipe. When used in conjunction with a concrete mitered end sections, construct concrete jacket in accordance with Index 430-001.
3. Class NS concrete cast-in-place reinforced slabs are required for all sizes of cross drain pipes. Construct slabs at 5½" thick, unless 3" thickness is called for in the Plans.
4. Select lengths of concrete pipe that avoid excessive connections in the assembly of the mitered end section.
5. Repair corrugated metal pipe galvanizing that is damaged during beveling and perforating.
6. When existing multiple cross drain pipes are spaced other than the dimensions shown in this Index, have nonparallel axes, or non-uniform sections, either construct the mitered end sections separately as single pipe or collectively as multiple pipe end sections as directed by the Engineer.
7. Saddle Slope:
   1:4 Miter – Slope to ℄ of pipe for round pipes less than or equal to 18" diameter and 1:1 for round pipes greater than or equal to 24" diameter.
   Slope to the major axis for elliptical pipes 24"x38" or smaller and 1:2 for pipes 29"x45" or larger.
   Slope to the span line for pipe arch 28"x20" or smaller and 1:2 for pipe arch 35"x24" or larger.
   1:2 Miter – Slope to ℄ of pipe for round pipes less than or equal to 18"diameter and 1:2 for round pipes greater than or equal to 24" diameter.
   Slope to the major axis for elliptical pipes 29"x45" or smaller and 1:1 for pipes 34"x53" or larger.
   Slope 1:1 for all pipe arch sizes.
8. Quantities shown are for estimating purposes only.



CROSS DRAIN MITERED END SECTION
(Concrete Pipe Shown, Corrugated Metal Pipe Similar)



SLOPE AND DITCH TRANSITIONS

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Single and Multiple Concrete Pipe
3	Concrete Pipe Dimensions and Quantities
4	Single and Multiple Corrugated Metal Pipe
5	Corrugated Metal Pipe Dimensions and Quantities
6	Concrete Pipe Connections and Corrugated Metal Pipe (CMP) Anchor Detail

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 1 of 6

TABLE 1
SINGLE AND MULTIPLE CONCRETE PIPE DIMENSIONS AND QUANTITIES

	Dia. D	Rise R	Span S	X	A	B	C	E	F	G	H	M: Single Pipe	M: Double Pipe	M: Triple Pipe	M: Quad. Pipe	N	59" CONC. SLAB (CY) (See General Note 3): Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe	3" CONC. SLAB (CY) (See General Note 3): Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe	SODDING (SY): Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe
Round Concrete Pipe 1:2 Slope	15"	—	—	2'-7"	1.92'	2.18'	4.10'	2.06'	5'	1.22'	2.9'	4.63'	7.21'	9.79'	12.37'	1.19'	0.38	0.58	0.77	0.96	0.27	0.41	0.54	0.67	21	24	27	30
	18"	—	—	2'-10"	1.97'	2.74'	4.71'	2.56'	6'	1.41'	3.4'	4.92'	7.75'	10.58'	13.42'	1.21'	0.44	0.65	0.87	1.09	0.31	0.45	0.60	0.75	22	25	28	31
	24"	—	—	3'-5"	2.06'	3.05'	5.91'	3.56'	7'	1.73'	3.4'	5.50'	8.92'	12.33'	15.75'	1.25'	0.54	0.83	112	1.42	0.39	0.59	0.79	1.00	24	28	32	35
	30"	—	—	4'-3"	2.15'	4.95'	7.10'	4.56'	8'	2.00'	3.4'	6.08'	10.33'	14.58'	18.83'	1.29'	0.66	1.09	1.50	1.91	0.46	0.76	1.04	1.32	26	31	35	40
	36"	—	—	5'-1"	2.25'	6.08'	8.33'	5.56'	9'	2.24'	3.4'	6.67'	11.75'	16.83'	21.92'	1.33'	0.81	1.38	1.95	2.51	0.55	0.94	1.33	1.71	28	34	39	45
	42"	—	—	6'-0"	2.34'	7.21'	9.55'	6.56'	10'	2.45'	3.4'	7.25'	13.25'	19.25'	25.25'	1.36'	0.97	1.70	2.45	3.19	0.66	1.15	1.66	2.15	30	37	43	50
	48"	—	—	6'-9"	2.43'	8.33'	10.76'	7.56'	11'	2.65'	3.4'	7.83'	14.58'	21.33'	28.08'	1.42'	1.13	2.04	2.93	3.84	0.76	1.37	1.96	2.57	32	39	47	54
	54"	—	—	7'-8"	2.52'	9.44'	11.96'	8.56'	12'	2.83'	3.4'	8.42'	16.08'	23.75'	31.42'	1.46'	1.31	2.44	3.58	4.72	0.87	1.62	2.38	3.14	34	42	51	59
	60"	—	—	8'-6"	2.62'	10.56'	13.18'	9.56'	13'	3.00'	4.0'	9.00'	17.50'	26.00'	34.50'	1.50'	1.51	2.89	4.28	5.68	0.99	1.90	2.81	3.73	36	45	55	64
	66"	—	—	9'-2"	2.71'	11.68'	14.39'	10.56'	15'	3.18'	4.0'	9.58'	18.75'	27.92'	37.08'	1.54'	1.68	3.25	4.84	6.43	1.11	2.15	3.21	4.27	38	48	58	68
	72"	—	—	10'-0"	2.80'	12.80'	15.60'	11.56'	16'	3.30'	4.0'	10.16'	20.16'	30.16'	40.16'	1.58'	1.89	3.74	5.59	7.45	1.24	2.46	3.68	4.90	40	51	62	73
Round Concrete Pipe 1:4 Slope	15"	—	—	2'-7"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.0'	4.63'	7.21'	9.79'	12.37'	1.19'	0.57	0.87	1.15	1.44	0.40	0.61	0.80	1.00	23	26	29	32
	18"	—	—	2'-10"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.0'	4.92'	7.75'	10.58'	13.42'	1.21'	0.66	0.99	1.31	1.65	0.47	0.69	0.91	1.14	25	28	31	35
	24"	—	—	3'-5"	2.53	7.18' △	9.71'	7.03' △	11'	1.73'	4.0'	5.50'	8.92'	12.33'	15.75'	1.25'	0.85	1.30	1.75	2.20	0.60	0.90	1.21	1.52	28	32	36	40
	30"	—	—	4'-3"	2.70'	9.25'	11.95'	9.03'	12'	2.00'	4.0'	6.08'	10.33'	14.58'	18.83'	1.29'	1.10	1.74	2.39	3.05	0.76	1.19	1.63	2.07	31	36	41	46
	36"	—	—	5'-1"	2.87'	11.31' ◇	14.16'	11.03' ◇	15'	2.24'	4.0'	6.67'	11.75'	16.83'	21.92'	1.33'	1.32	2.21	3.08	3.96	0.89	1.48	2.05	2.63	34	40	46	52
	42"	—	—	6'-0"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	4.0'	7.25'	13.25'	19.25'	25.25'	1.38'	1.58	2.76	3.91	5.09	1.05	1.82	2.57	3.34	38	44	51	58
	48"	—	—	6'-9"	3.22	15.43	18.65	15.03'	19'	2.65'	4.0'	7.83'	14.58'	21.33'	28.08'	1.42'	1.85	3.30	4.73	6.17	1.21	2.15	3.07	4.00	41	48	56	63
	54"	—	—	7'-8"	3.39	17.49'	20.88'	17.03'	21'	2.83'	4.0'	8.42'	16.08'	23.75'	31.42'	1.46'	2.14	3.95	5.77	7.58	1.39	2.55	3.72	4.88	44	52	61	69
	60"	—	—	8'-6"	3.56'	19.55'	23.11'	19.03'	23'	3.00'	4.0'	9.00'	17.50'	26.00'	34.50'	1.50'	2.45	4.66	6.87	9.07	1.59	3.02	4.44	5.86	47	56	66	75
	66"	—	—	9'-2"	3.73	21.62'	25.35'	21.03'	25'	3.18'	4.0'	9.58'	18.75'	27.92'	37.08'	1.54'	2.88	5.54	8.18	10.84	1.91	3.66	5.40	7.15	49	59	69	80
	72"	—	—	10'-0"	3.91'	23.68'	27.59'	23.02'	27'	3.30'	4.0'	10.16'	20.16'	30.16'	40.16'	1.58'	3.54	6.61	9.87	13.13	2.12	4.18	6.24	8.30	52	63	74	85
Elliptical Concrete Pipe 1:2 Slope	—	12"	18"	2'-10"	1.97'	1.62'	3.59'	1.56'	4'	1.50'	2.4'	4.92'	7.75'	10.58'	13.42'	1.21'	0.30	0.49	0.67	0.85	0.19	0.33	0.45	0.57	21	24	27	30
	—	14"	23"	3'-4"	2.01'	1.99'	4.00'	1.89'	5'	1.90'	3.1'	5.38'	8.71'	12.04'	15.38'	1.23'	0.37	0.59	0.81	1.02	0.25	0.40	0.55	0.69	22	26	29	33
	—	19"	30"	4'-0"	2.11'	2.92'	5.03'	2.73'	6'	2.37'	3.3'	6.04'	10.04'	14.04'	18.04'	1.27'	0.50	0.80	1.09	1.39	0.34	0.55	0.75	0.95	24	28	33	37
	—	24"	38"	5'-0"	2.20'	3.85'	6.05'	3.56'	7'	2.85'	3.4'	6.79'	11.79'	16.79'	21.79'	1.31'	0.62	1.03	1.45	1.86	0.43	0.71	1.00	1.28	26	31	37	42
	—	29"	45"	5'-10"	2.34'	4.79'	7.13'	4.39'	8'	3.19'	3.6'	7.50'	13.42'	19.33'	25.25'	1.38'	0.75	1.30	1.84	2.39	0.52	0.90	1.27	1.65	28	34	41	47
	—	34"	53"	7'-0"	2.43'	5.72'	8.15'	5.23'	9'	3.57'	3.8'	8.25'	15.25'	22.25'	29.25'	1.42'	0.90	1.61	2.32	3.03	0.62	1.11	1.60	2.09	30	37	45	53
	—	38"	60"	7'-10"	2.52'	6.46'	8.98'	5.89'	9'	3.95'	3.1'	8.92'	16.75'	24.58'	32.42'	1.46'	1.03	1.89	2.74	3.60	0.70	1.29	1.87	2.46	31	40	49	57
	—	43"	68"	8'-11"	2.62'	7.39'	10.01'	6.73'	10'	4.28'	3.3'	9.67'	18.58'	27.50'	36.42'	1.50'	1.19	2.26	3.33	4.40	0.81	1.54	2.26	2.99	33	43	53	63
	—	48"	76"	9'-11"	2.71'	8.33'	11.04'	7.56'	11'	4.59'	3.4'	10.42'	20.33'	30.25'	40.17'	1.54'	1.38	2.65	3.93	5.21	0.93	1.79	2.66	3.53	35	46	57	68
	—	53"	83"	10'-8"	2.80'	9.26'	12.06'	8.39'	12'	4.77'	3.6'	11.08'	21.75'	32.42'	43.08'	1.58'	1.55	3.03	4.50	5.96	1.04	2.04	3.03	4.02	37	49	61	73
	—	58"	91"	11'-5"	2.90'	10.19'	13.09'	9.23'	13'	5.01'	3.8'	11.83'	23.50'	35.17'	46.83'	1.63'	1.75	3.47	5.20	6.93	1.17	2.33	3.49	4.66	39	52	65	78
Elliptical Concrete Pipe 1:4 Slope	—	12"	18"	2'-10"	2.36'	3.06'	5.42'	3.03'	5'	1.50'	2.0'	4.92'	7.75'	10.58'	13.42'	1.21'	0.45	0.68	0.92	1.14	0.30	0.45	0.61	0.76	23	26	29	32
	—	14"	23"	3'-4"	2.44'	3.75'	6.19'	3.70'	6'	1.90'	2.3'	5.38'	8.71'	12.04'	15.38'	1.23'	0.53	0.83	113	1.42	0.36	0.56	0.76	0.95	24	28	32	35
	—	19"	30"	4'-0"	2.62'	5.47'	8.09'	5.36'	8'	2.37'	2.6'	6.04'	10.04'	14.04'	18.04'	1.27'	0.74	115	1.57	1.98	0.51	0.79	1.08	1.36	27	32	36	40
	—	24"	38"	5'-0"	2.79'	7.18'	9.97'	7.03'	10'	2.85'	3.0'	6.79'	11.79'	16.79'	21.79'	1.31'	0.97	1.57	2.19	2.81	0.68	110	1.53	1.96	30	36	41	47
	—	29"	45"	5'-10"	3.05'	8.90'	11.95'	8.70'	12'	3.39'	3.3'	7.50'	13.42'	19.33'	25.25'	1.38'	1.22	2.07	2.92	3.77	0.86	1.45	2.04	2.63	33	40	46	53
	—	34"	53"	7'-0"	3.22	10.62'	13.84'	10.36'	13'	3.57'	2.6'	8.25'	15.25'	22.25'	29.25'	1.42'	1.48	2.62	3.77	4.92	1.02	1.81	2.60	3.39	36	44	52	59
	—	38"	60"	7'-10"	3.39'	11.99'	15.38'	11.70'	15'	3.95'	3.3'	8.92'	16.75'	24.58'	32.42'	1.46'	1.72	3.12	4.53	5.92	1.18	2.14	3.10	4.05	38	47	56	65
	—	43"	68"	8'-11"	3.56'	13.71'	17.27'	13.36'	17'	4.28'	3.6'	9.67'	18.58'	27.50'	36.42'	1.50'	2.02	3.78	5.56	7.32	1.38	2.58	3.79	4.99	41	51	61	71
	—	48"	76"	9'-11"	3.73'	15.43'	19.16'	15.03'	19'	4.59'	4.0'	10.42'	20.33'	30.25'	40.17'	1.54'	2.34	4.49	6.64	8.79	1.59	3.05	4.51	5.97	44	55	66	77
	—	53"	83"	10'-8"	3.91'	17.15'	21.06'	16.70'	20'	4.77'	3.3'	11.08'	21.75'	32.42'	43.08'	1.58'	2.66	5.17	7.66	10.16	1.80	3.50	5.19	6.88	47	59	71	83
	—	58"	91"	11'-8"	4.08'	18.87'	22.95'	18.36'	22'	5.01'	3.6'	11.83'	23.50'	35.17'	46.83'	1.63'	3.02	5.98	8.95	11.90	2.04	4.04	6.05	8.05	50	63	76	89

B

△ 6.42' △ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.

◇ 10.40' ◇ 10.10' Dimensions permitted to allow use of 12' standard pipe lengths.

E

CONCRETE PIPE DIMENSIONS AND QUANTITIES

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 3 of 6

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

DRAINAGE DETAILS

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	DETAILS UPDATED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	DD
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-318

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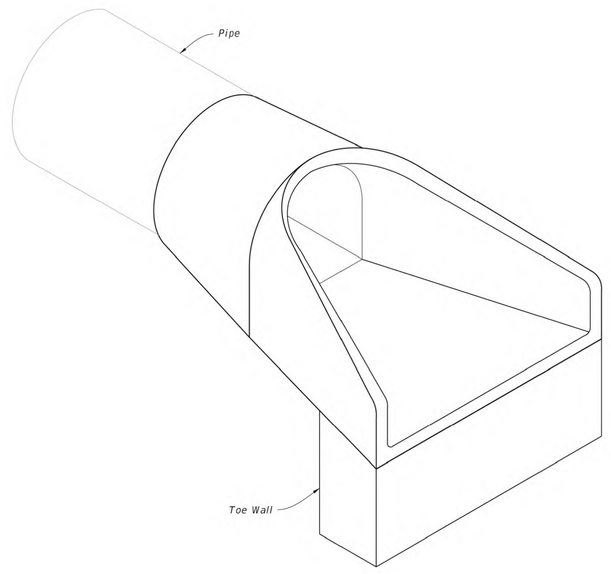
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GENERAL NOTES:

1. Provide flared end sections meeting the requirements of ASTM C76 with the exception that dimensions and reinforcement meet the criteria in the table on sheet 2. Circumferential reinforcement may consist of either one cage or two cages of steel. Use concrete compressive strength of 4000 psi.
2. Connections between the flared end section and the pipe culvert may be any of the following types unless otherwise shown on the plans.
   a. Joints meeting the requirements of Section 449 of the Standard Specifications (O-Ring Gasket). Flared end section joint dimensions and tolerances shall be identical or compatible to those used in the pipe culvert joint. When pipe culvert and flared end section manufacturers are different, the manufacturer of the flared end sections must certify the compatibility of joint designs.
   b. Joints sealed with preformed plastic gaskets. Use gaskets that meet the requirements Specification 942-2 of the Standard Specifications and the minimum sizes for gaskets as specified for equivalent sizes of elliptical pipe.
   c. Reinforced concrete jackets, as detailed on sheet 2. When non-coated corrugated metal pipe is called for in the Plans, use bituminous coated pipe in the jacketed area as specified on Index 430-001. Construct concrete jacket as specified in Index 430-001.
3. Cast Toe Walls in place using Class II Concrete.
4. On skewed pipe culverts place the flared end sections in line with the pipe culvert. Warp the side slopes as required to fit the flared end sections.
5. Quantities shown are for for estimating purposes only.

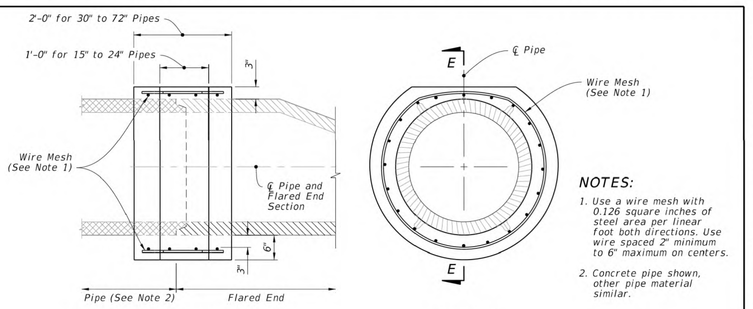
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Sheet	Description
1	General Notes and Contents
2	Straight Flare, Optional Shape Details, and Reinforced Concrete Jacket Detail



FLARED END SECTION

Pipe Dia	T	Reinf. sq. in. Per Foot	Bell or Spigot	A	B	C	D	E	P	R 1	R 2	FLAT	h	Toe Wall Class II Conc. (C.Y.)
12"	2"	0.07	1½"	4"	2'-0"	4'-0½"	6'-0⅝"	2'-0"	19'-1⅜"	10⅛"	9"	3½"	12"	.06
15"	2½"	0.07	2"	6"	2'-3"	3'-10"	6'-1"	2'-6"	24'-½"	12½"	11"	3½"	12"	.07
18"	2½"	0.07	2½"	9"	2'-3"	3'-10"	6'-1"	3'-0"	29"	15⅝"	12"	4"	15"	.11
21"	2⅝"	0.07	2½"	9"	2'-11"	3'-2"	6'-1"	3'-6"	33'-⅜"	16⅜"	13"	4"	15"	.12
24"	3"	0.07	2½"	9½"	3'-7½"	2'-6"	6'-1½"	4'-0"	33'-⅝"	16'-1⅛"	14"	4½"	18"	.17
27"	3½"	0.148	2½"	10½"	4'-0"	2'-11½"	6'-1½"	4'-6"	36"	18'-⅜"	14½"	4½"	18"	.19
30"	3½"	0.148	3"	1'-0"	4'-6"	1'-7⅞"	6'-1⅝"	5'-0"	37"	18½"	15"	5"	21"	.24
36"	4"	0.148	3½"	1'-3"	5'-3"	2'-10⅜"	8'-1⅝"	6'-0"	47'-⅜"	24'-⅝"	20"	5½"	21"	.29
42"	4½"	0.148	3½"	1'-9"	5'-3"	2'-11"	8'-2"	6'-6"	53'-⅝"	27'-½"	22"	5½"	24"	.36
48"	5"	0.148	4¼"	2'-0"	6'-0"	2'-2"	8'-2"	7'-0"	56'-½"	28'-½"	22"	5⅝"	24"	.39
54"	5½"	0.174	4¾"	2'-3"	5'-5"	2'-11"	8'-4"	7'-6"	65'-½"	33'-⅛"	24"	6½"	24"	.42
60"	6"	0.174	5"	2'-6"	5'-0"	3'-3"	8'-3"	8'-0"	72'-0"	36'-½"	24"	6⅞"	24"	.44
66"	6½"	0.174	5½"	2'-0"	6'-6"	1'-9"	8'-3"	8'-6"	72"	36⅜"	24"	7¼"	24"	.47
72"	7"	0.174	6"	2'-0"	6'-6"	1'-9"	8'-3"	9'-0"	77'-⅛"	38'-⅛"	24"	7⅞"	24"	.50

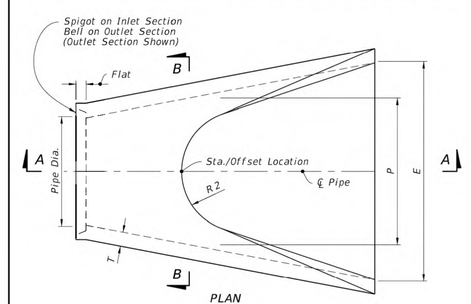


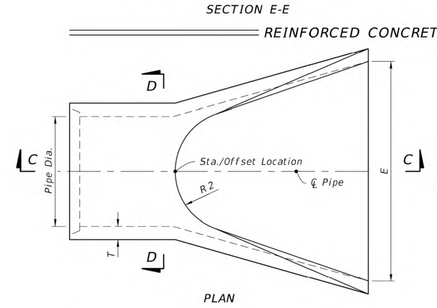
SECTION E-E

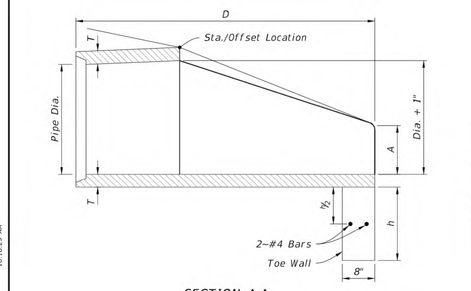
END VIEW

NOTES:
1. Use a wire mesh with 0.126 square inches of steel area per linear foot both directions. Use wire spaced 2" minimum to 6" maximum on centers.
2. Concrete pipe shown, other pipe material similar.

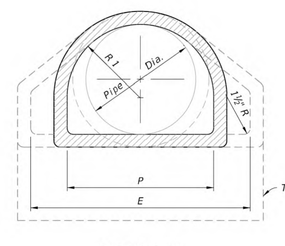
REINFORCED CONCRETE JACKET DETAIL



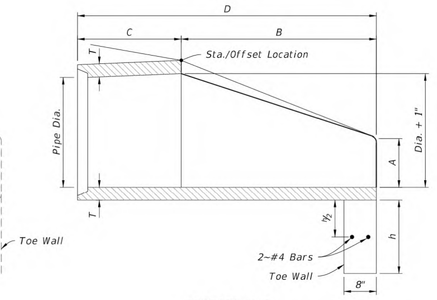




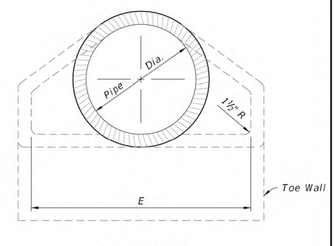
SECTION A-A



SECTION B-B



SECTION C-C



SECTION D-D

STRAIGHT FLARE — OPTIONAL SHAPE

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	FLARED END SECTION	INDEX	SHEET
11/01/21						430-020	1 of 2

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	FLARED END SECTION	INDEX	SHEET
11/01/21						430-020	2 of 2

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

DRAINAGE DETAILS

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
SHEET ADDED - UPDATED DETAILS	06/09/2023
REVIEW SUBMITTAL	02/20/2023
DESCRIPTION	DATE
1	

PROJECT NO:	KGA-CD-1031
FILE:	DD
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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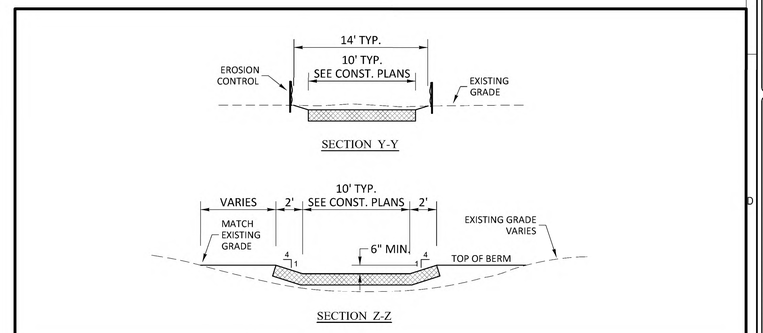
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C-318A

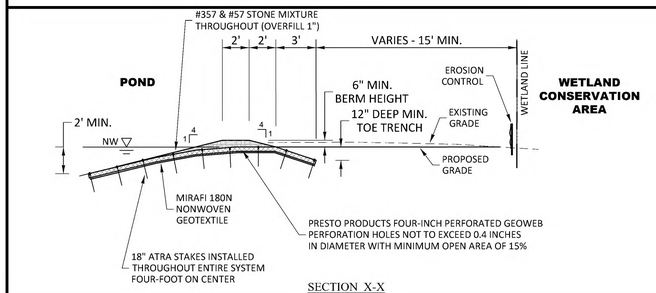
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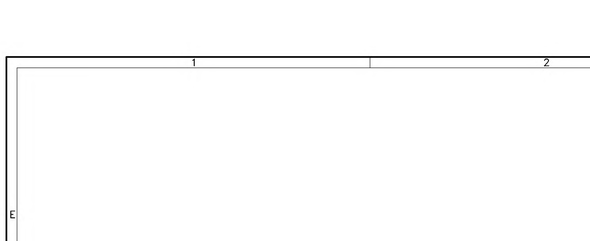


SECTION Y-Y

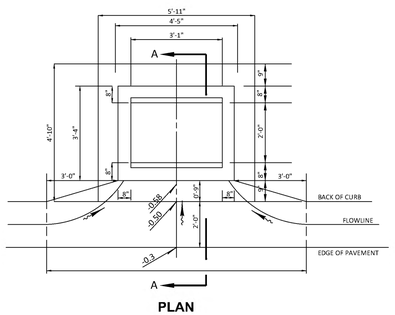
SECTION Z-Z



SECTION X-X

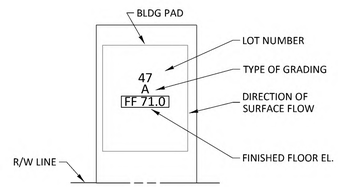


SECTION A-A



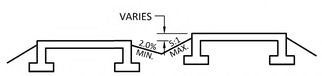
PLAN

DITCH BOTTOM INLET MODIFICATION DETAIL



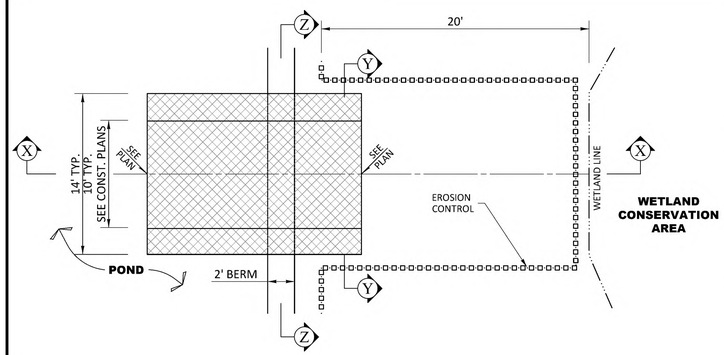
TYPICAL LOT LAYOUT

N.T.S.



TYPICAL SECTION AT LOT LINE

NOTES:
1. THICKENED EDGE SLAB FOUNDATION. STEM WALL FOUNDATION OR SIDE YARD RETAINING WALLS ARE REQUIRED FOR FFE DIFFERENCES GREATER THAN 0.95'.
2. IF LOT SLOPE EXCEEDS 5:1, STEM WALL OR THICKENED EDGE SLAB WILL BE REQUIRED.



GEOWEB SPILLWAY TYPICAL DETAIL

SCALE: N.T.S.

NOTES:
1. GEOWEB PANELS MUST BE FASTENED TOGETHER TO HELP PREVENT UNWANTED SEPARATION DURING IN-FILLING AND FOR LONG TERM SYSTEM INTEGRITY. A PNEUMATIC STAPLE GUN OR HAND HELD PLIERS AND LOC RINGS CAN BE USED FOR THIS PURPOSE. EACH CELL SHALL HAVE ONE FASTENER.
2. CONTRACTOR/SURVEYOR SHALL VERIFY IN-FIELD CONDITIONS PRIOR TO STAKING AND INSTALLING GEOWEB WEIR. WEIR ELEVATION SHALL BE THE LOWER OF THE INVERT DENOTED OR THE LOWEST NATURAL GROUND ELEVATION ABUTTING OPEN WATER EXCAVATION AND ADJACENT WETLAND SYSTEM TO WHICH HYDRAULIC CONNECTION IS DESIRED.

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

DRAINAGE DETAILS

PREPARED FOR: KH CW DELAND LLC

	DATE	DESCRIPTION
1	06/09/2023	DETAILS UPDATED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	DD
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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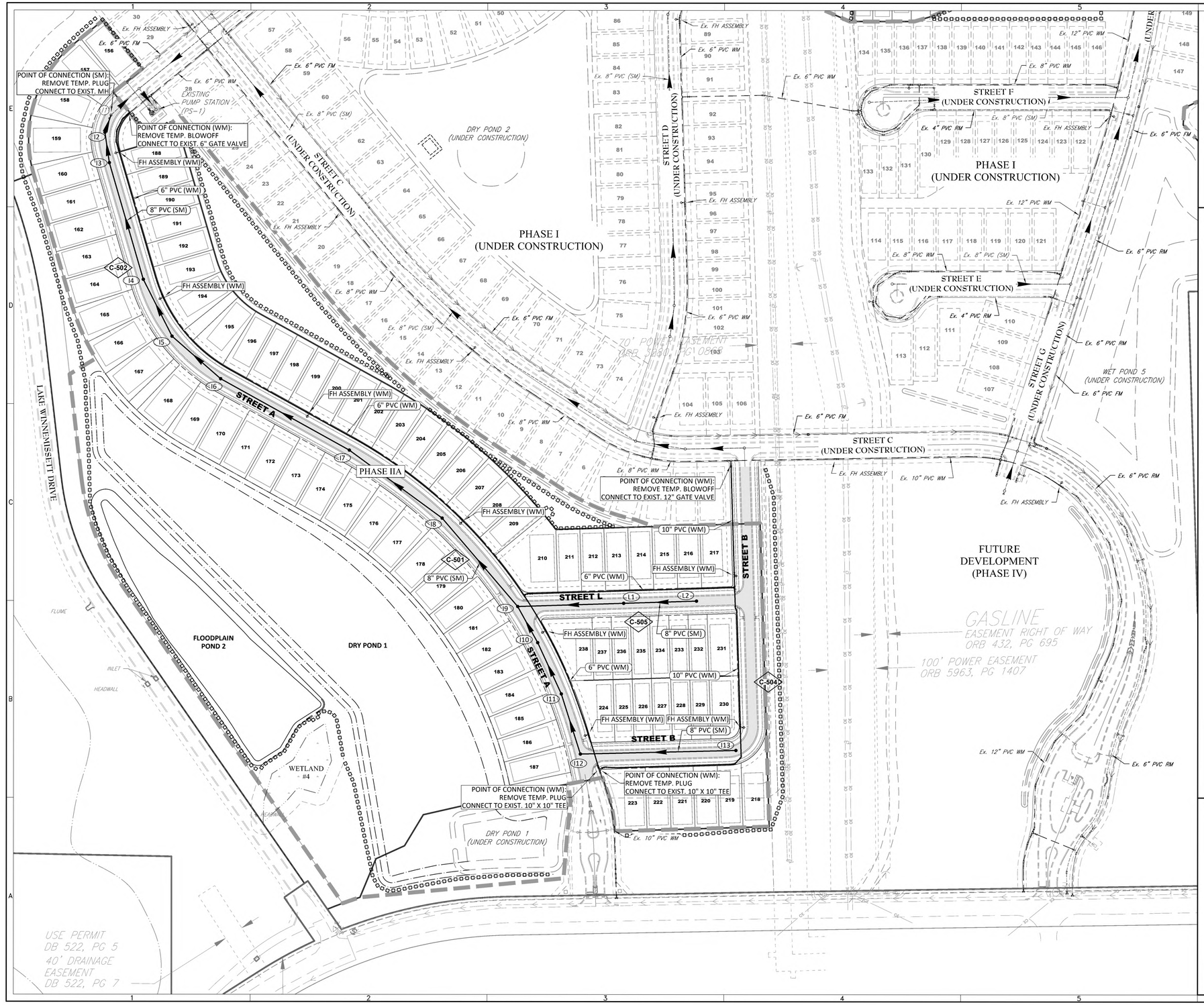
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N

0 100 200

GRAPHIC SCALE: 1" = 100'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

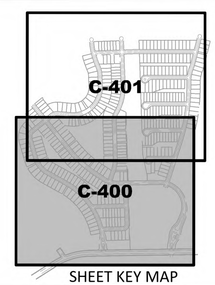
GENERAL LEGEND

- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- STAKED EROSION CONTROL
- PHASE LINE
- OVERHEAD POWER LINE
- C-510 — PLAN & PROFILE SHEET NUMBER

WATER & SEWER LEGEND

EXISTING	PROPOSED	
(10)	(10)	STORM STRUCTURE NUMBER / STORM DRAINAGE STRUCTURE
		WATER MAIN (WM)
		RECLAIMED WATER MAIN (RM)
		FIRE HYDRANT
		VALVE & BOX
		REDUCER
		PLUG
		BLOW-OFF
		BENDS
		VERTICAL BENDS
	WDSP #	WATER DISTRIBUTION SAMPLING POINT
		WATER SERVICE DOUBLE
		WATER SERVICE SINGLE
		WATER SERVICE CASING
		RECLAIMED WATER SERVICE DOUBLE
		RECLAIMED WATER SERVICE SINGLE
		RECLAIMED WATER SERVICE SLEEVE
A1	A1	SANITARY SEWER (SM)
		SANITARY FORCE MAIN (FM)
		SANITARY SERVICE DOUBLE W/CLEANOUT
		SANITARY SERVICE SINGLE W/CLEANOUT

NOTE:
CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING UTILITIES



SHEET KEY MAP

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

MASTER WATER & SEWER PLAN

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	WS-KEY
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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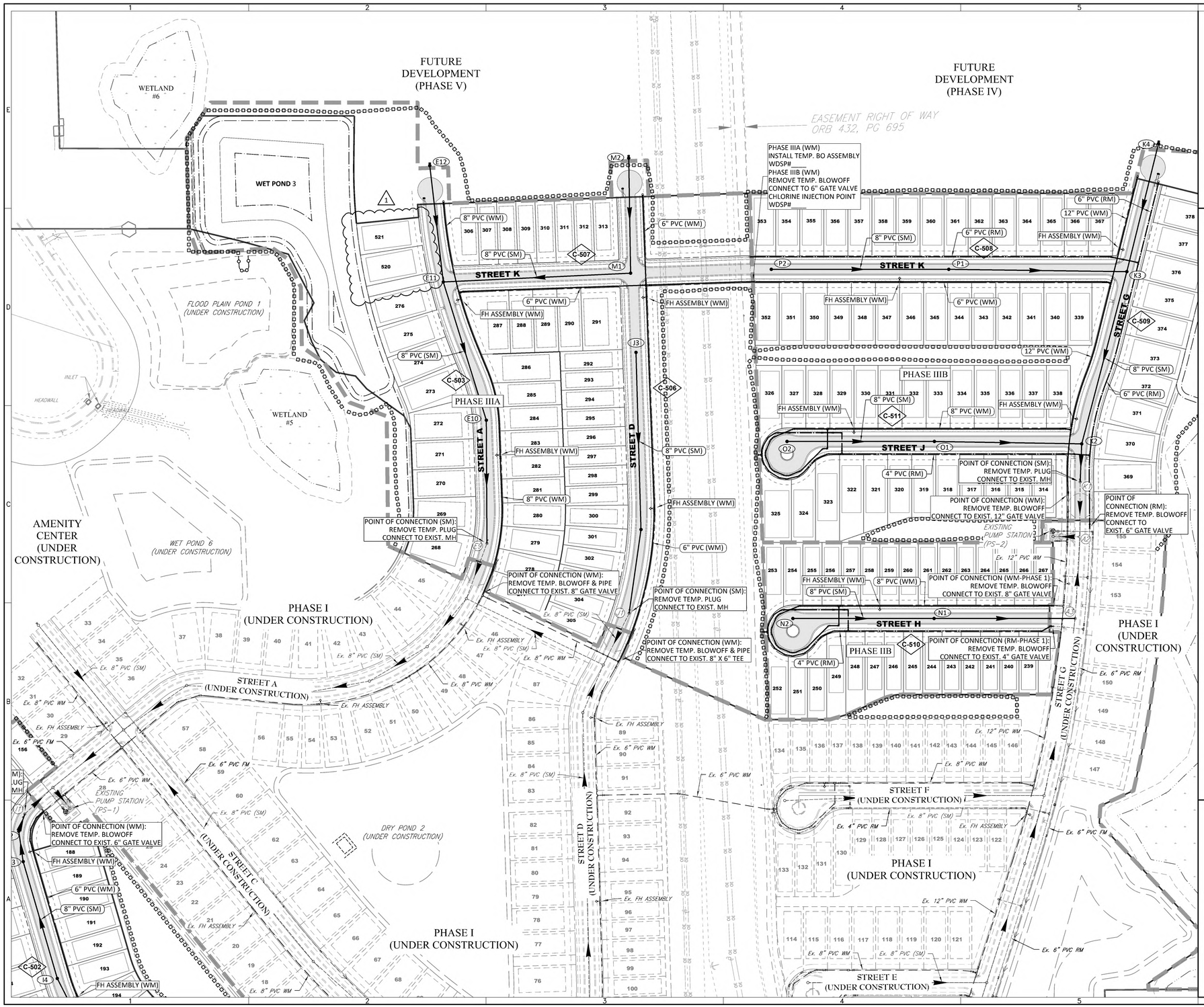
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N

0 100 200

GRAPHIC SCALE: 1" = 100'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

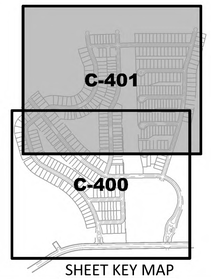
GENERAL LEGEND

- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- STAKED EROSION CONTROL
- PHASE LINE
- OE — OVERHEAD POWER LINE
- C-510 — PLAN & PROFILE SHEET NUMBER

WATER & SEWER LEGEND

EXISTING	PROPOSED	
10	10	STORM STRUCTURE NUMBER STORM DRAINAGE STRUCTURE
		WATER MAIN (WM)
		RECLAIMED WATER MAIN (RM)
		FIRE HYDRANT
		VALVE & BOX
		REDUCER
		PLUG
		BLOW-OFF
		BENDS
		VERTICAL BENDS
	WDSP #	WATER DISTRIBUTION SAMPLING POINT
		WATER SERVICE DOUBLE
		WATER SERVICE SINGLE
		WATER SERVICE CASING
		RECLAIMED WATER SERVICE DOUBLE
		RECLAIMED WATER SERVICE SINGLE
		RECLAIMED WATER SERVICE SLEEVE
A1	A1	SANITARY SEWER (SM)
		SANITARY FORCE MAIN (FM)
		SANITARY SERVICE DOUBLE W/CLEANOUT
		SANITARY SERVICE SINGLE W/CLEANOUT

NOTE:
CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING UTILITIES



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

MASTER WATER & SEWER PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	LOTS 520 & 521 ADDED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: WS-KEY
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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PHASE IIA

PHASE I
(UNDER CONSTRUCTION)

STREET C
(UNDER CONSTRUCTION)

393 LF± 6" PVC (WM)

6" GATE VALVE (WM)
FH ASSEMBLY (WM)

194 LF± 6" PVC (WM)

DRAINAGE EASEMENT
(WIDTH VARIES 15')

(WM):
1 - 6" X 6" TEE
2 - 6" GATE VALVES
1 - 6" 22.5° BEND
1 - 6" 11.25° BEND

88 LF± 6" PVC (WM)

6" GATE VALVE (WM)
FH ASSEMBLY (WM)

234 LF± 6" PVC (WM)

5' SIDEWALK
R/W LINE

10' UTILITY
EASEMENT

DRY POND 1

DRAINAGE EASEMENT
(WIDTH VARIES 20'-23')

POINT OF CONNECTION (WM):
INSTALL TEMP. SERVICE JUMPER
REMOVE TEMP. BLOWOFF
CONNECT TO EXIST. 12" GATE VALVE
CHLORINE INJECTION POINT
WDSP#

12" X 10" REDUCER (WM)

228 LF± 10" PVC (WM)

70' POWER EASEMENT

10" GATE VALVE (WM)
FH ASSEMBLY (WM)
31 LF± 10" PVC (WM)
10" X 6" TEE (WM)
6" GATE VALVE (WM)
10" GATE VALVE (WM)

440 LF± 6" PVC (WM)

5' SIDEWALK
R/W LINE

100' POWER EASEMENT

10" 22.5° BEND (WM)
10" 22.5° BEND (WM)

10' UTILITY
EASEMENT

286 LF± 10" PVC (WM)

5' SIDEWALK
R/W LINE

10' UTILITY
EASEMENT

10" GATE VALVE (WM)
FH ASSEMBLY (WM)

FH ASSEMBLY (WM)
6" GATE VALVE (WM)
70 LF± 6" PVC (WM)

10" X 6" REDUCER (WM)

10" 45° BEND (WM)
10" 45° BEND (WM)

10" 22.5° BEND (WM)

359 LF± 10" PVC (WM)

POINT OF CONNECTION (WM):
INSTALL TEMP. SERVICE JUMPER
REMOVE TEMP. BLOWOFF
CONNECT TO EXIST. 10" X 10" TEE
CHLORINE INJECTION POINT
WDSP#

STREET L
STREET A
STREET B

Ex. 8" PVC (SM)
Ex. 8" PVC WM
Ex. 10" PVC WM

8" PVC (SM)
18" RCP
24" RCP
36" RCP

C-501
C-505
C-504

N

0 40 80

GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

GENERAL LEGEND

- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- STAKED EROSION CONTROL
- PHASE LINE
- OVERHEAD POWER LINE
- C-510 — PLAN & PROFILE SHEET NUMBER

WATER & SEWER LEGEND

EXISTING	PROPOSED	
10	10	STORM STRUCTURE NUMBER / STORM DRAINAGE STRUCTURE
		WATER MAIN (WM)
		RECLAIMED WATER MAIN (RM)
		FIRE HYDRANT
		VALVE & BOX
		REDUCER
		PLUG
		BLOW-OFF
		BENDS
		VERTICAL BENDS
	WDSP #	WATER DISTRIBUTION SAMPLING POINT
		WATER SERVICE DOUBLE
		WATER SERVICE SINGLE
		WATER SERVICE CASING
		RECLAIMED WATER SERVICE DOUBLE
		RECLAIMED WATER SERVICE SINGLE
		RECLAIMED WATER SERVICE SLEEVE
A1	A1	SANITARY SEWER (SM)
		SANITARY FORCE MAIN (FM)
		SANITARY SERVICE DOUBLE W/CLEANOUT
		SANITARY SERVICE SINGLE W/CLEANOUT

NOTE:
CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING UTILITIES

SHEET KEY MAP

C-406 C-407
C-405 C-408
C-404
C-403
C-402

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

WATER & SEWER PLAN

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO: KGA-CD-1031
FILE: WS
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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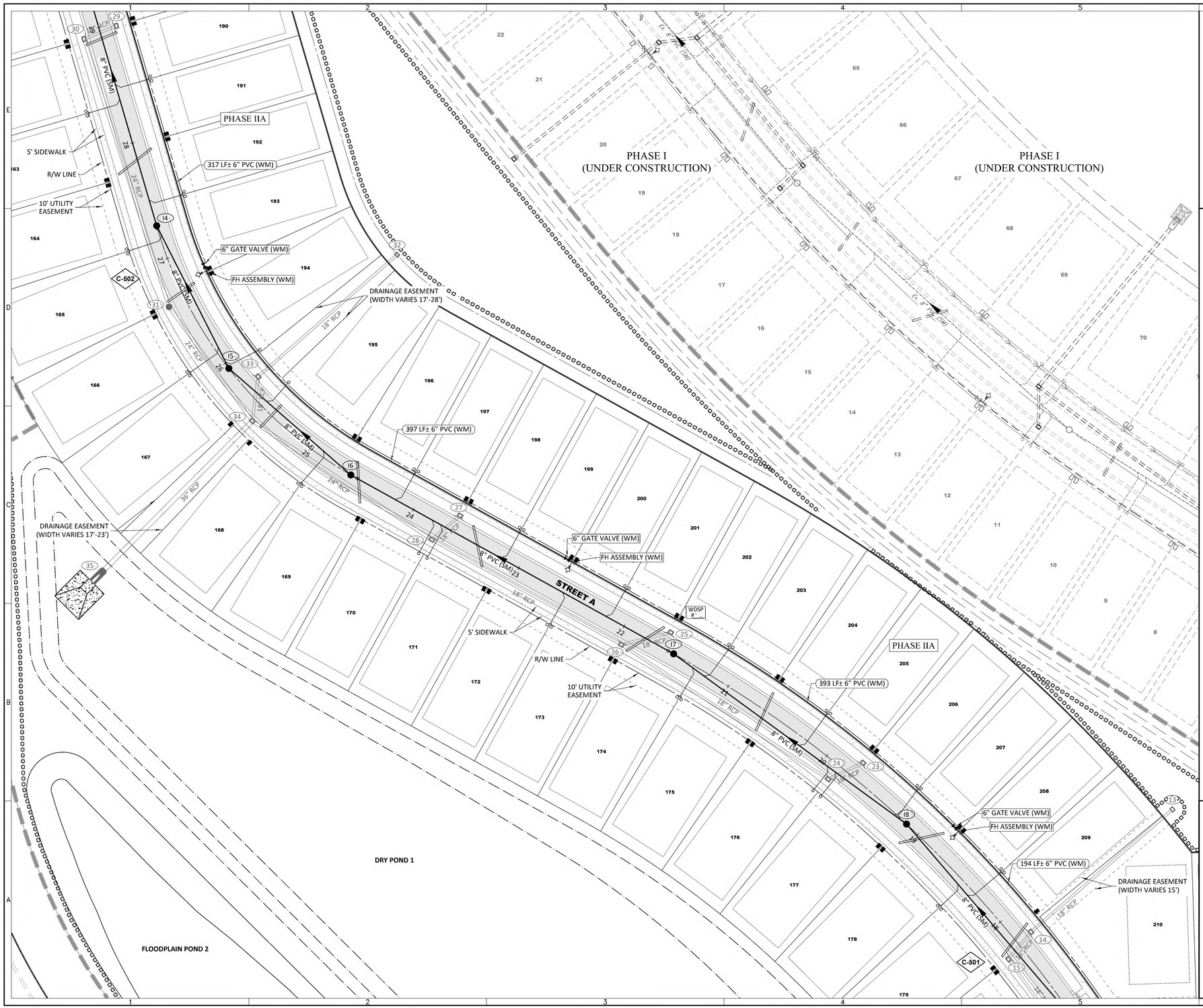
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GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
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CONVERSION:
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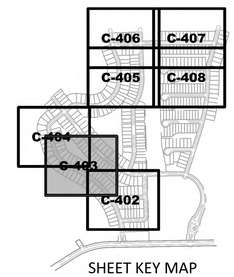
GENERAL LEGEND

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- STAKED EROSION CONTROL
- PHASE LINE
- OVERHEAD POWER LINE
- C-510 — PLAN & PROFILE SHEET NUMBER

WATER & SEWER LEGEND

EXISTING	PROPOSED	
10	10	STORM STRUCTURE NUMBER STORM DRAINAGE STRUCTURE
		WATER MAIN (WM)
		RECLAIMED WATER MAIN (RM)
		FIRE HYDRANT
		VALVE & BOX
		REDUCER
		PLUG
		BLOW-OFF
		BENDS
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	WDSP #	WATER DISTRIBUTION SAMPLING POINT
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A1	A1	SANITARY SEWER (SM)
		SANITARY FORCE MAIN (FM)
		SANITARY SERVICE DOUBLE W/CLEANOUT
		SANITARY SERVICE SINGLE W/CLEANOUT

NOTE:
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Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

WATER & SEWER PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION

DATE	REVIEW SUBMITTAL DESCRIPTION
02/20/2023	

PROJECT NO:	KGA-CD-1031
FILE:	WS
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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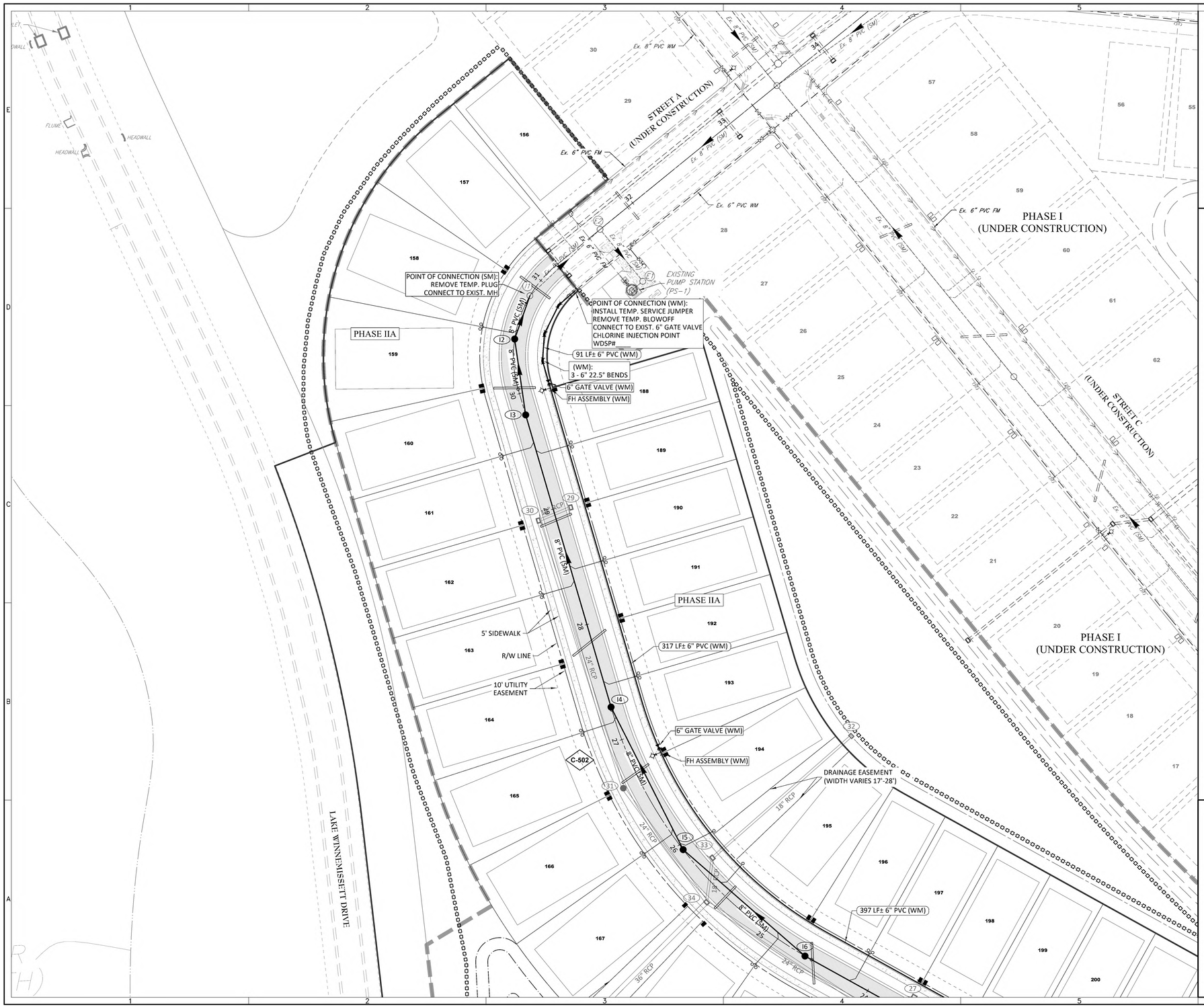
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DATE:
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0 40 80

GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

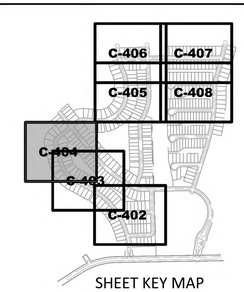
GENERAL LEGEND

- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- STAKED EROSION CONTROL
- PHASE LINE
- OE — OVERHEAD POWER LINE
- C-510 — PLAN & PROFILE SHEET NUMBER

WATER & SEWER LEGEND

EXISTING	PROPOSED	
10	10	STORM STRUCTURE NUMBER / STORM DRAINAGE STRUCTURE
		WATER MAIN (WM)
		RECLAIMED WATER MAIN (RM)
		FIRE HYDRANT
		VALVE & BOX
		REDUCER
		PLUG
		BLOW-OFF
		BENDS
		VERTICAL BENDS
	WDSP #	WATER DISTRIBUTION SAMPLING POINT
		WATER SERVICE DOUBLE
		WATER SERVICE SINGLE
		WATER SERVICE CASING
		RECLAIMED WATER SERVICE DOUBLE
		RECLAIMED WATER SERVICE SINGLE
		RECLAIMED WATER SERVICE SLEEVE
A1	A1	SANITARY SEWER (SM)
		SANITARY FORCE MAIN (FM)
		SANITARY SERVICE DOUBLE W/CLEANOUT
		SANITARY SERVICE SINGLE W/CLEANOUT

NOTE:
CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING UTILITIES



SHEET KEY MAP

HEIDT DESIGN
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Transportation • Environmental
Ecological Services • Landscape Architecture
Engineering Business Certificate of Authorization No. 28762
Landscape Architecture Certificate of Authorization No. LC26000405
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PHASE 2A, 2B, 3A & 3B

WATER & SEWER PLAN

PREPARED FOR: KH CW DELAND LLC

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02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
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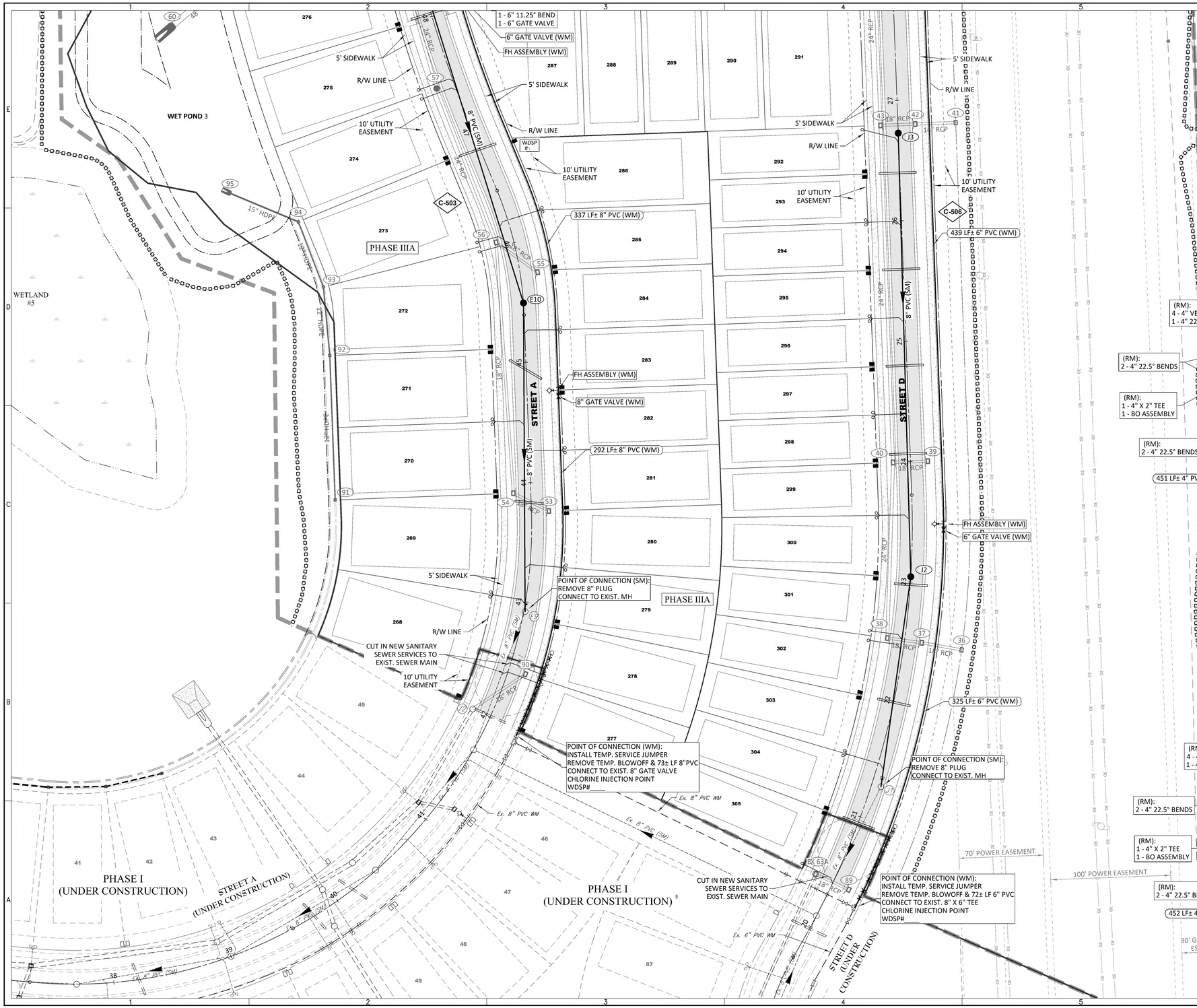
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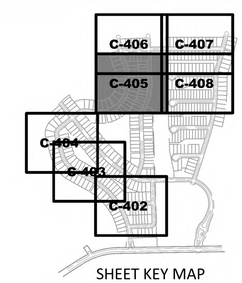
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FUTURE
DEVELOPMENT
(PHASE V)

8" PLUG (SM)
E12
8" PLUG (SM)
M2
BO ASSEMBLY (WM)
WDSP#
BO ASSEMBLY (WM)
WDSP#
52
45
X
50' RCW
8" PVC (SM)
24" RCP
8" PVC (SM)
187 LF± 6" PVC (WM)
70' POWER EASEMENT
100' POWER
EASEMENT
30' GASLINE
ESMT
521
306
307
308
309
310
311
312
313
PHASE IIIA
191 LF± 8" PVC (WM)
8" GATE VALVE (WM)
5' SIDEWALK
R/W LINE
C-507
10' UTILITY
EASEMENT
DRAINAGE EASEMENT
(WIDTH VARIES 20')
520
36" RCP
30" RCP
18" RCP
STREET K
8" PVC (SM)
E11
M1
48" RCP
(WM):
1 - 8" X 6" TEE
1 - 6" 11.25° BEND
1 - 6" GATE VALVE
6" GATE VALVE (WM)
FH ASSEMBLY (WM)
389 LF± 6" PVC (WM)
(WM):
1 - 6" X 6" CROSS
4 - 6" GATE VALVES
25 LF± 6" PVC (WM)
FH ASSEMBLY (WM)
225 LF± 6" PVC (WM)
276
275
WET POND 3
287
288
289
290
291
292
293
294
295
274
273
272
285
286
284
WDSP
#
337 LF± 8" PVC (WM)
439 LF± 6" PVC (WM)
C-503
C-506
J3
E10
15" HDPE
24" HDPE
12" HDPE
WETLAND
#5
(RM):
4 - 4" VE
1 - 4" 22

N
0 40 80
GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
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GENERAL LEGEND

- WETLAND LINE
- WETLAND CONS. AREA SETBACK / LANDWARD EXTENT OF UPLAND BUFFER (25')
- STAKED EROSION CONTROL
- PHASE LINE
- OE OVERHEAD POWER LINE
- C-510 PLAN & PROFILE SHEET NUMBER

WATER & SEWER LEGEND

EXISTING	PROPOSED	
10	10	STORM STRUCTURE NUMBER / STORM DRAINAGE STRUCTURE
		WATER MAIN (WM)
		RECLAIMED WATER MAIN (RM)
		FIRE HYDRANT
		VALVE & BOX
		REDUCER
		PLUG
		BLOW-OFF
		BENDS
		VERTICAL BENDS
	WDSP #	WATER DISTRIBUTION SAMPLING POINT
		WATER SERVICE DOUBLE
		WATER SERVICE SINGLE
		WATER SERVICE CASING
		RECLAIMED WATER SERVICE DOUBLE
		RECLAIMED WATER SERVICE SINGLE
		RECLAIMED WATER SERVICE SLEEVE
A1	A1	SANITARY SEWER (SM)
		SANITARY FORCE MAIN (FM)
		SANITARY SERVICE DOUBLE W/CLEANOUT
		SANITARY SERVICE SINGLE W/CLEANOUT

NOTE:
CONTRACTOR TO VERIFY EXACT LOCATION OF
EXISTING UTILITIES

C-406 | C-407
C-405 | C-408
C-404
C-403
C-402

SHEET KEY MAP

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

WATER & SEWER PLAN

PREPARED FOR: KH CW DELAND LLC

NO.	DATE	DESCRIPTION
1	06/09/2023	LOTS 520 & 521 ADDED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: WS
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

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FUTURE
DEVELOPMENT
(PHASE IV)

8" PLUG (SM)

K4

BO ASSEMBLY (RM)

BO ASSEMBLY (WM)
WDPS#

81

18" RCP

DRAINAGE EASEMENT
(WIDTH VARIES 20')

154 LF± 12" PVC (WM)

8" PVC (SM)

37

36" RCP

177 LF± 6" PVC (RM)

6" X 6" TEE (RM)

6" GATE VALVE (RM)

30' GASLINE ESMT

PHASE IIIA (WM)
INSTALL TEMP. BO ASSEMBLY
WDSP#____
PHASE IIIB (WM)
REMOVE TEMP. BLOWOFF
CONNECT TO 6" GATE VALVE
CHLORINE INJECTION POINT
WDSP#____

PHASE IIIB

750 LF± 6" PVC (RM)

5' SIDEWALK

C-508

R/W LINE

10' UTILITY
EASEMENT

FH ASSEMBLY (WM)

66 LF± 12" PVC (WM)

4 - 6" VERT BENDS (RM)

6" 11.25° BEND (RM)

BO ASSEMBLY (RM)

STREET K

8" PVC (SM)

P1

P2

K3

18" RCP

24" RCP

30" RCP

36

302 LF± 6" PVC (WM)

6" GATE VALVE (WM)

FH ASSEMBLY (WM)

5' SIDEWALK

R/W LINE

10' UTILITY
EASEMENT

440 LF± 6" PVC (WM)

(WM):
1 - 12" X 6" TEE
2 - 12" GATE VALVES
1 - 6" 11.25° BEND
1 - 6" GATE VALVE

292 LF± 12" PVC (WM)

172 LF± 6" PVC (RM)

C-509

STREET G

35

30" RCP

WDSP
#

R/W LINE

10' UTILITY
EASEMENT

5' SIDEWALK

8" PVC (SM)

34

30" RCP

15" HDPE

PHASE IIIB

372 LF± 8" PVC (WM)

(WM):
1 - 8" X 8" TEE
1 - 8" GATE VALVE

(RM):
1 - 4" 90° BEND
4 - 4" VERT BENDS

55 LF± 8" PVC (WM)

FH ASSEMBLY (WM)

C-511

451 LF± 8" PVC (WM)

5' SIDEWALK

10' UTILITY
EASEMENT

R/W LINE

(WM):
1 - 12" X 8" TEE
2 - 12" GATE VALVES
1 - 8" GATE VALVE
1 - 8" 11.25° BEND

FH ASSEMBLY (WM)

24 LF± 12" PVC (WM)

(RM):
4 - 4" VERT BENDS
1 - 4" 22.5° BEND

33

30" RCP

15" HDPE

353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378

352 351 350 349 348 347 346 345 344 343 342 341 340 339 338 337 336 335 334 333 332 331 330 329 328 327 326

16 17 18 19 20 21 22 23 24

71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378

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GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

GENERAL LEGEND

- WETLAND LINE
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- STAKED EROSION CONTROL
- PHASE LINE
- OVERHEAD POWER LINE
- C-510 — PLAN & PROFILE SHEET NUMBER

WATER & SEWER LEGEND

EXISTING	PROPOSED	
10	10	STORM STRUCTURE NUMBER / STORM DRAINAGE STRUCTURE
		WATER MAIN (WM)
		RECLAIMED WATER MAIN (RM)
		FIRE HYDRANT
		VALVE & BOX
		REDUCER
		PLUG
		BLOW-OFF
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A1	A1	SANITARY SEWER (SM)
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NOTE:
CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING UTILITIES

SHEET KEY MAP

C-406 C-407
C-405 C-408
C-404
C-403
C-402

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

WATER & SEWER PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION

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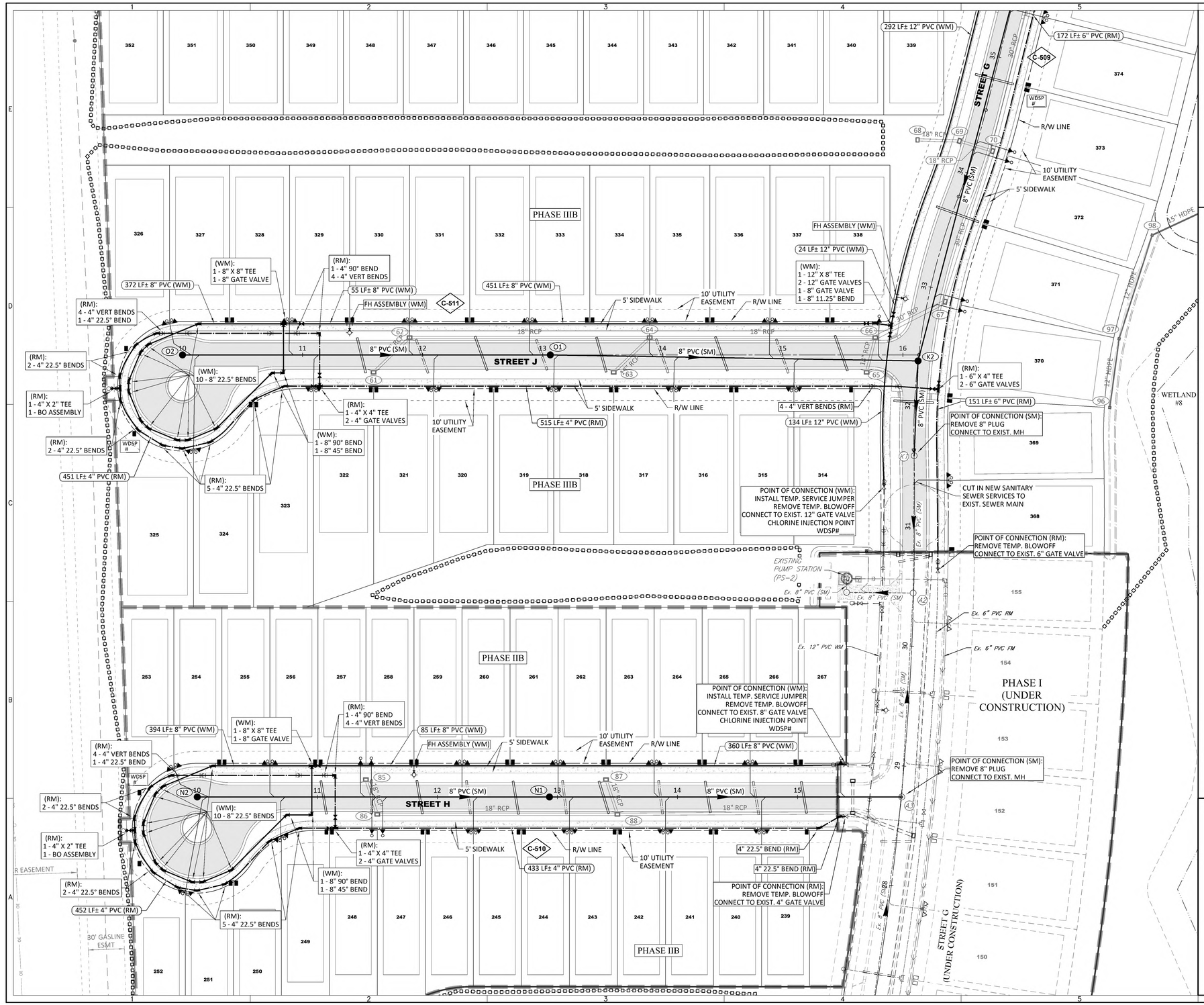
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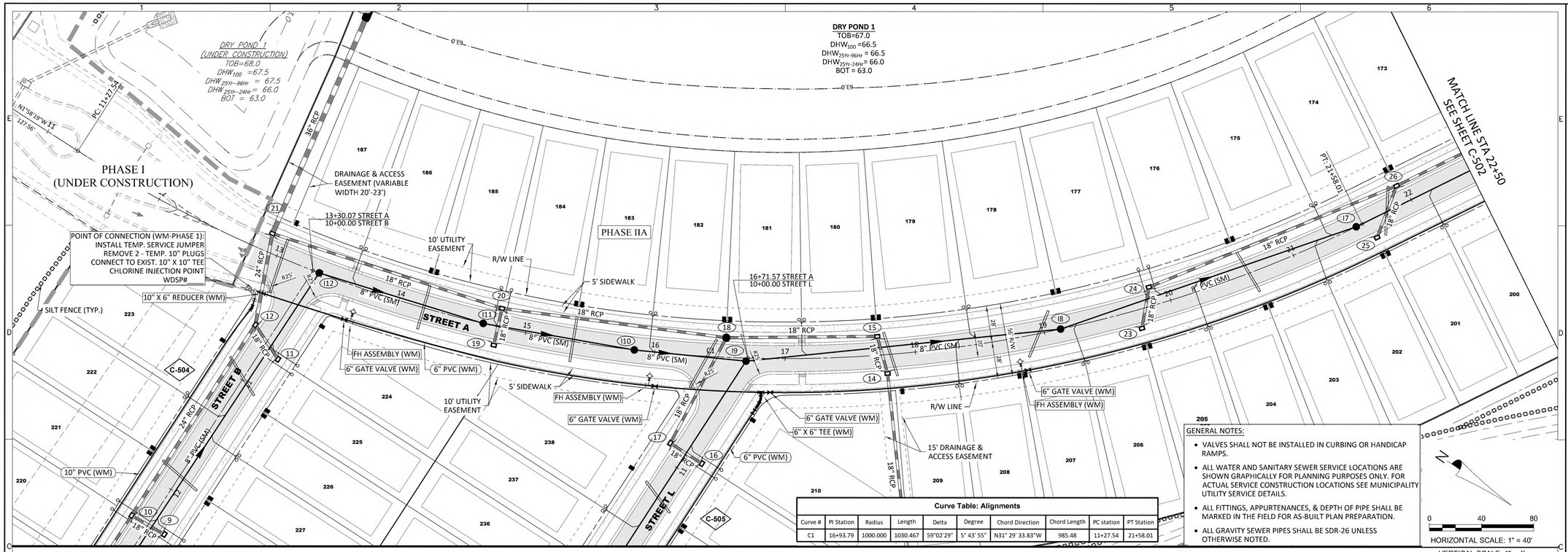
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO: KGA-CD-1031
FILE: RP-01
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

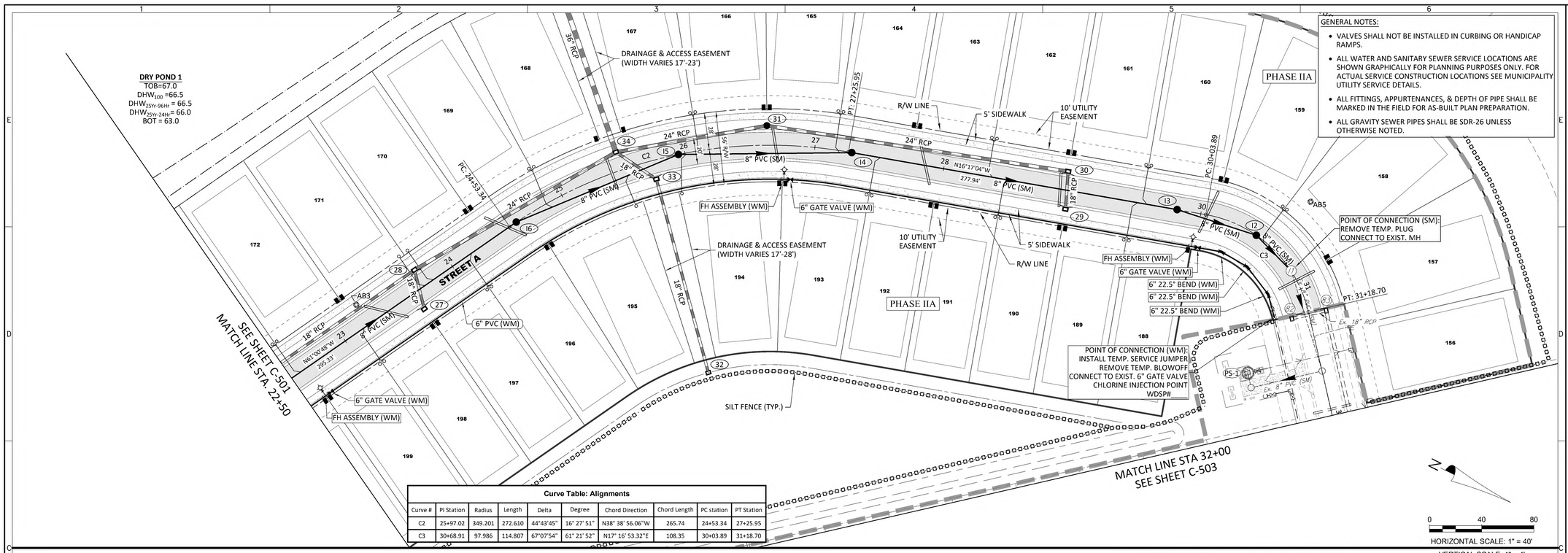
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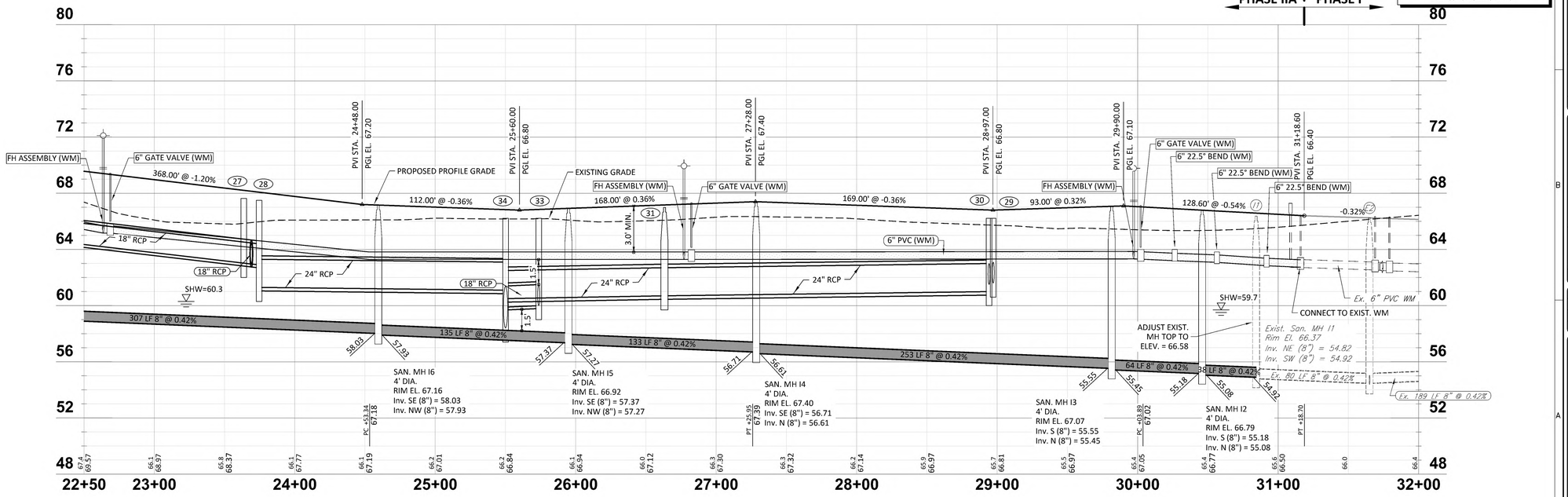
GENERAL NOTES:

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- ALL GRAVITY SEWER PIPES SHALL BE SDR-26 UNLESS OTHERWISE NOTED.

Curve Table: Alignments

Curve #	PI Station	Radius	Length	Delta	Degree	Chord Direction	Chord Length	PC station	PT Station
C2	25+97.02	349.201	272.610	44°43'45"	16° 27' 51"	N38° 38' 56.06"W	265.74	24+53.34	27+25.95
C3	30+68.91	97.986	114.807	67°07'54"	61° 21' 52"	N17° 16' 53.32"E	108.35	30+03.89	31+18.70

STREET A - PHASE IIA



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

NO.	DESCRIPTION	DATE
1	REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RP-01
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

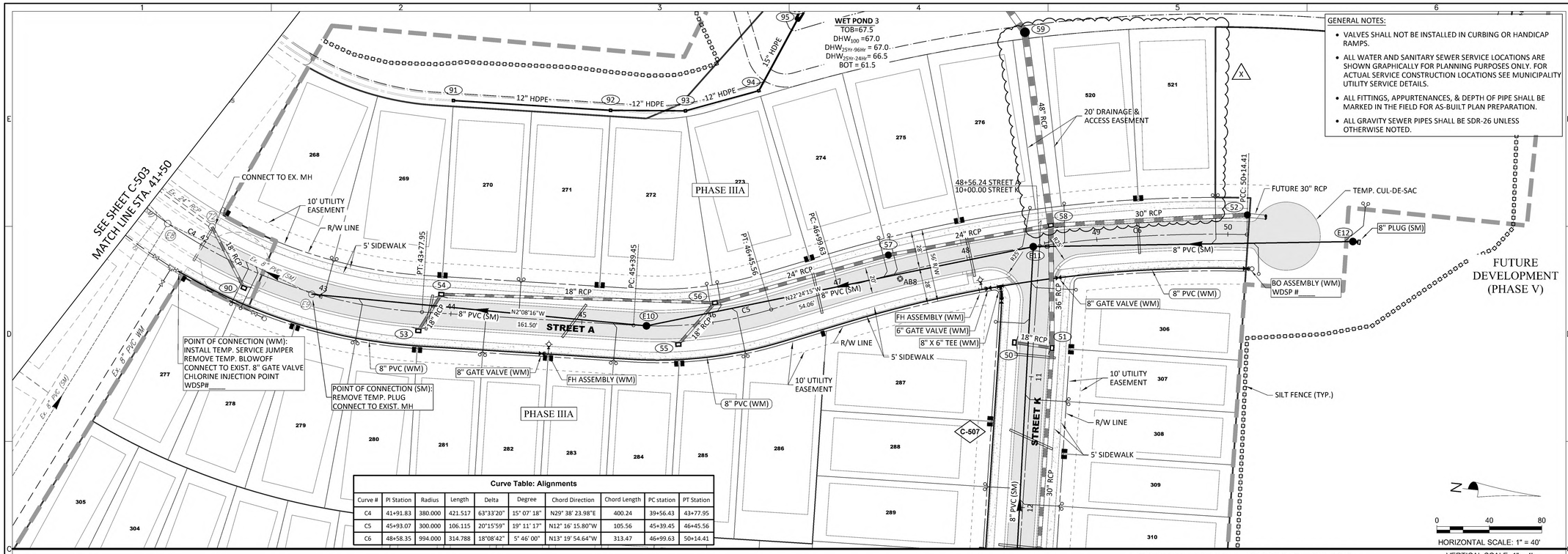
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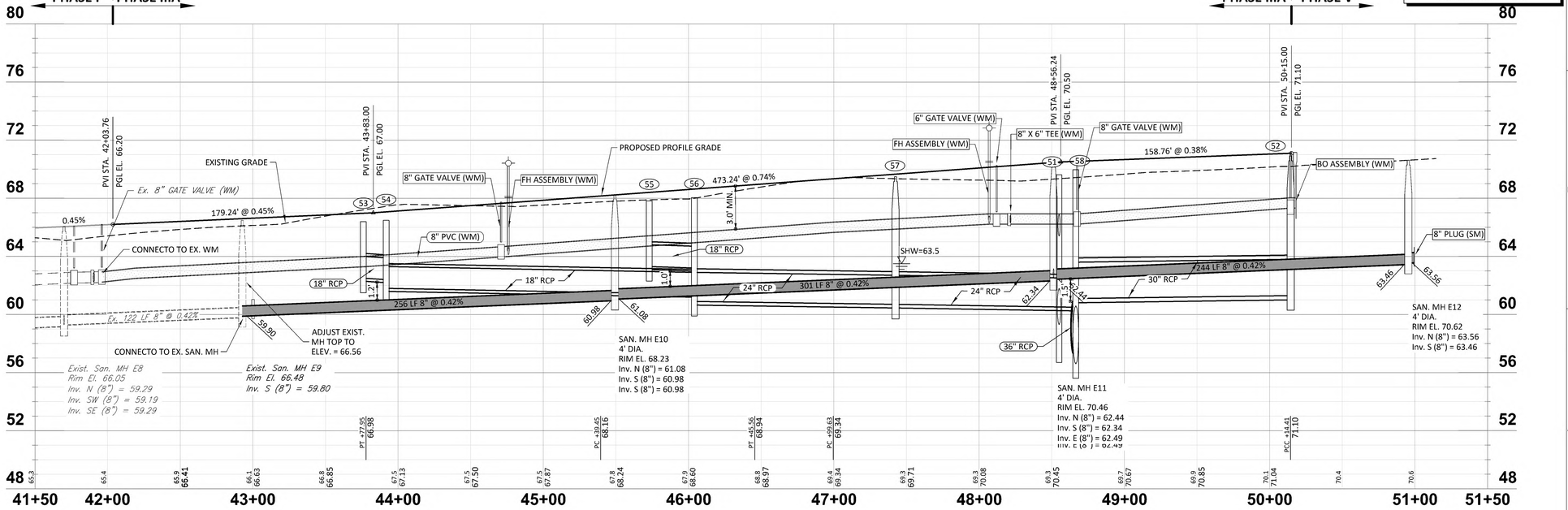
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ELEVATIONS BASED ON: NORTH AMERICAN VERTICAL DATUM 1988 CONVERSION: NAVD 88 TO NGVD 29 = +1.07

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ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

#	DATE	DESCRIPTION
1	06/09/2023	LOTS 520 & 521 ADDED
	02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	RP-01
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

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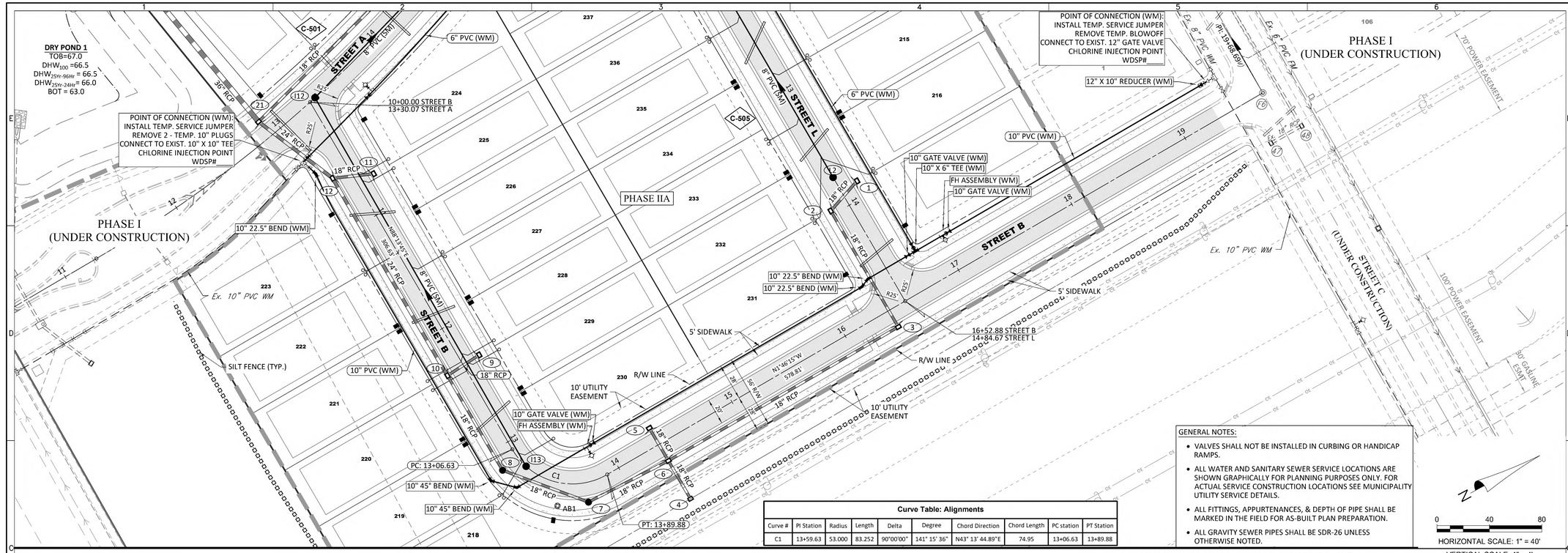
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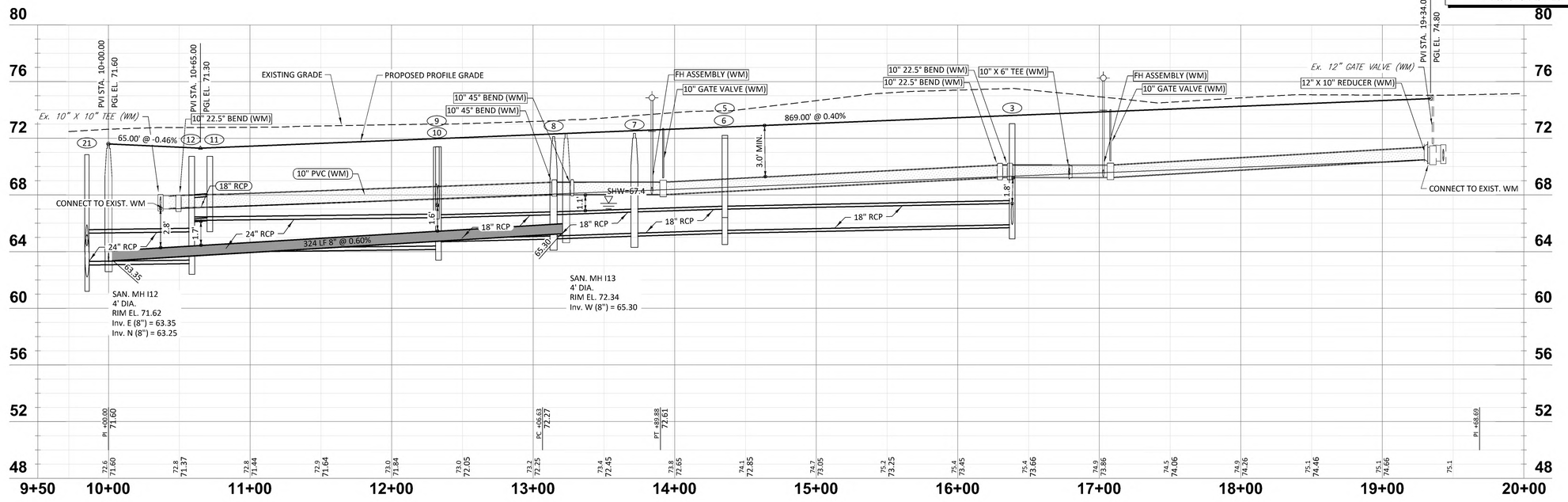
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STREET B - PHASE IIA

VERTICAL SCALE: 1" = 4'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO: KGA-CD-1031
FILE: RP-02
DESIGN BY: DMYTRYK
DRAWN BY: JONES

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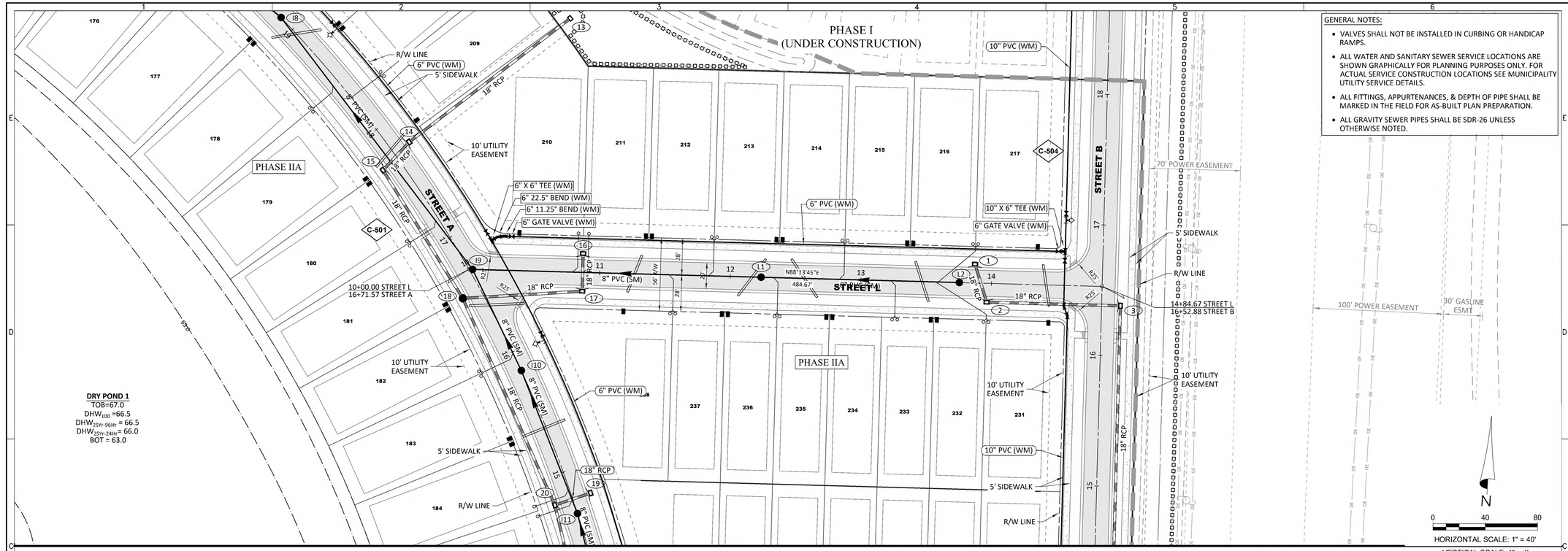
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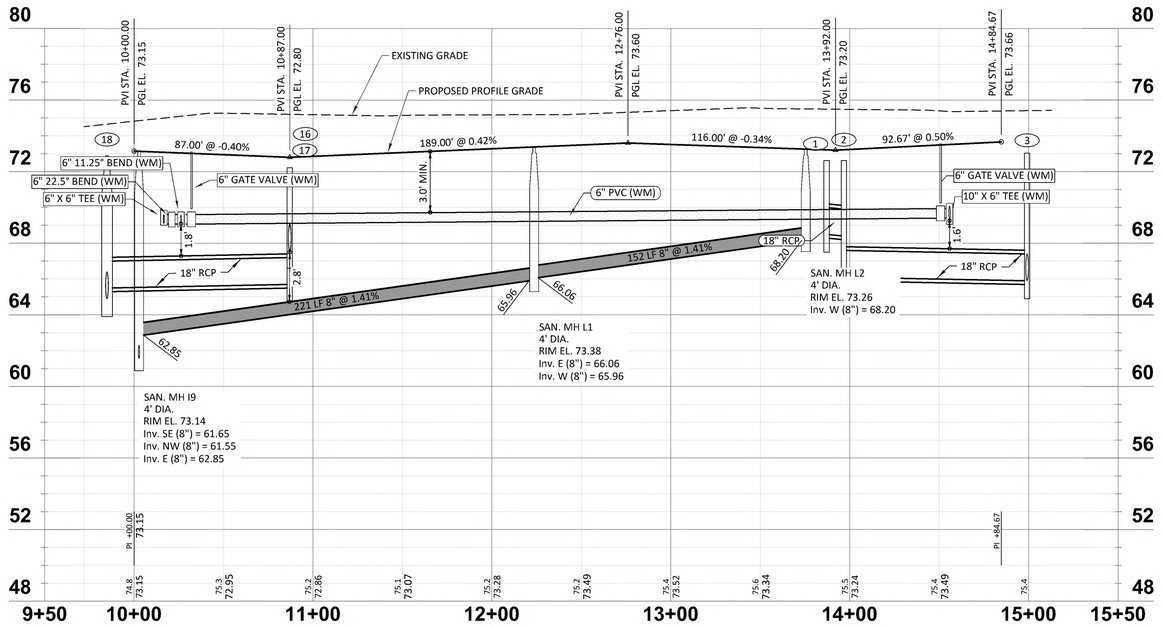
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STREET L - PHASE IIA



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RP-03
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

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PHASE I (UNDER CONSTRUCTION)

Ex. 8" PVC (SW)

Ex. 8" PVC WM

PHASE IIIA

PRC: 19+70.60

CONNECT TO EX. MH

POINT OF CONNECTION (SM): REMOVE TEMP. PLUG CONNECT TO EXIST. MH

Ex. 18" RCP

Ex. 8" PVC (SW)

18" RCP

10' UTILITY EASEMENT

5' SIDEWALK

R/W LINE

24" RCP

PT: 23+72.17

8" PVC (SM)

STREET D

POINT OF CONNECTION (WM): INSTALL TEMP. SERVICE JUMPER REMOVE TEMP. BLOWOFF CONNECT TO EXIST. 8" X 6" TEE CHLORINE INJECTION POINT WDSP#____

6" PVC (WM)

6" GATE VALVE (WM)

FH ASSEMBLY (WM)

AB20

STREET K

30" RCP

C-507

PI: 29+96.00

FUTURE 24" RCP

FUTURE DEVELOPMENT (PHASE V)

AB9

8" PLUG (SM)

TEMP. CUL-DE-SAC

BO ASSEMBLY (WM)

28+37.74 STREET D
13+95.78 STREET K

6" X 6" CROSS (WM)

GENERAL NOTES:

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Curve Table: Alignments

Curve #	PI Station	Radius	Length	Delta	Degree	Chord Direction	Chord Length	PC station	PT Station
C1	21+77.15	696.000	401.575	33°03'30"	8° 14' 21"	N14° 23' 28.72"E	396.03	19+70.60	23+72.17

HORIZONTAL SCALE: 1" = 40'

VERTICAL SCALE: 1" = 4'

STREET D - PHASE IIIA

ELEVATIONS BASED ON: NORTH AMERICAN VERTICAL DATUM 1988 CONVERSION: NAVD 88 TO NGVD 29 = +1.07

PHASE I | PHASE IIIA

PHASE IIIA | PHASE V

PVI STA. 20+41.00 PGL EL. 71.50

PVI STA. 21+39.00 PGL EL. 71.90

PVI STA. 22+51.00 PGL EL. 71.50

PVI STA. 25+18.00 PGL EL. 72.45

PVI STA. 26+80.00 PGL EL. 71.90

PVI STA. 28+37.74 PGL EL. 72.50

PVI STA. 29+96.00 PGL EL. 73.10

Ex. 8" X 6" TEE (WM-PHASE 1)

98.00' @ 0.41%

0.41%

112.00' @ -0.36%

267.00' @ 0.36%

162.00' @ -0.34%

157.74' @ 0.38%

158.26' @ 0.38%

PROPOSED PROFILE GRADE

EXISTING GRADE

6" PVC (WM)

6" GATE VALVE (WM)

FH ASSEMBLY (WM)

6" X 6" CROSS (WM)

BO ASSEMBLY (WM)

3.0' MIN.

1.8'

1.9'

2.7'

1.7'

2.0'

SHW=65.5

CONNECT TO EXIST. WM

ADJUST EXIST. MH TOP TO ELEV. = 71.62

Ex. 120 LF 8" @ 0.42%

176 LF 8" @ 1.20%

368 LF 8" @ 1.20%

329 LF 8" @ 0.42%

24" RCP

8" PLUG (SM)

CONNECT TO EXIST. MH

61.32

62.06

62.16

64.23

65.23

65.32

Exist. San. MH G1
Rim El. 71.46
Inv. NW (8") = 60.62
Inv. SW (8") = 60.72
Inv. NE (8") = 60.72

Exist. San. MH J1
Rim El. 71.70
Inv. SW (8") = 61.22

SAN. MH J2
4' DIA.
RIM EL. 71.69
Inv. S (8") = 62.06
Inv. N (8") = 62.16

SAN. MH J3
4' DIA.
RIM EL. 71.92
Inv. S (8") = 66.57

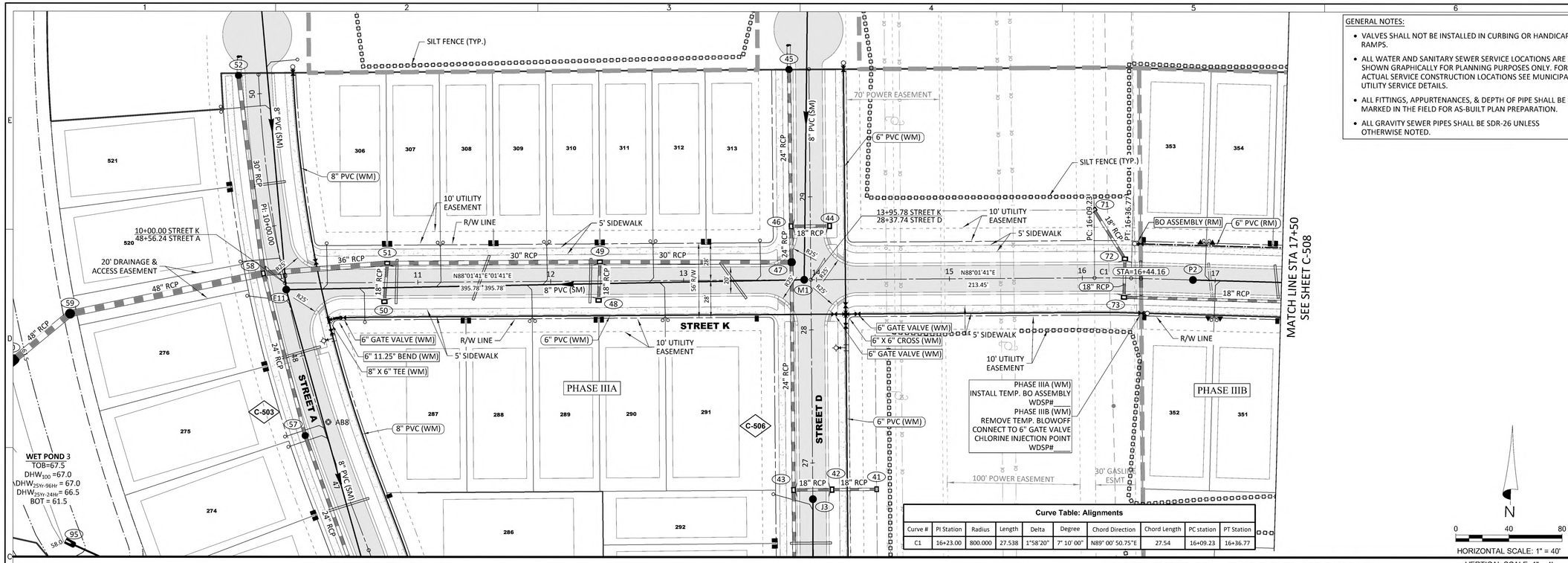
SAN. MH M1
4' DIA.
RIM EL. 72.48
Inv. W (8") = 64.13
Inv. N (8") = 64.23

SAN. MH M2
4' DIA.
RIM EL. 72.61
Inv. N (8") = 65.33
Inv. S (8") = 65.23

PT: 22+72.17 71.93

PI: 29+96.00 73.10

| STA | | |



GENERAL NOTES:

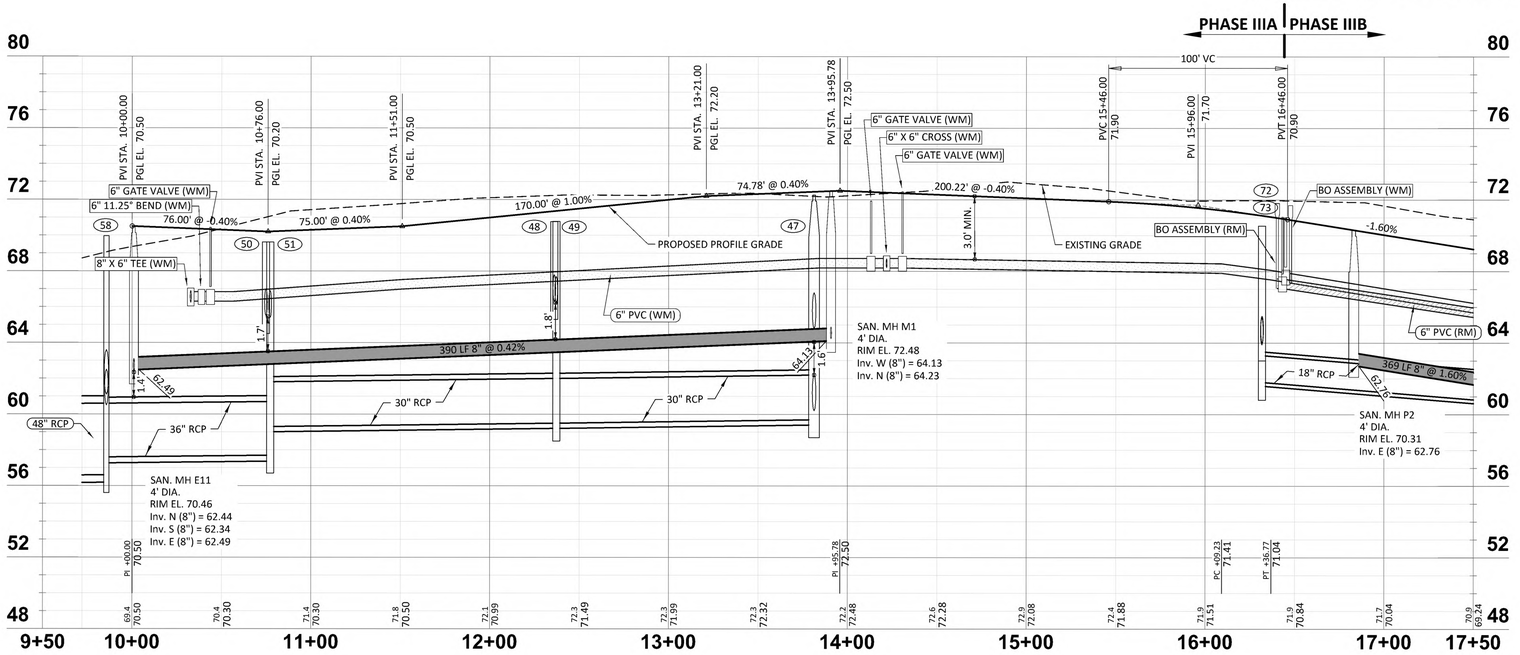
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Curve Table: Alignments

Curve #	PI Station	Radius	Length	Delta	Degree	Chord Direction	Chord Length	PC station	PT Station
C1	16+23.00	800.000	27.538	1°58'20"	7° 10' 00"	N89° 00' 50.75"E	27.54	16+09.23	16+36.77

HORIZONTAL SCALE: 1" = 40'

STREET K - PHASE IIIA/IIIB



VERTICAL SCALE: 1" = 4'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RP-05
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

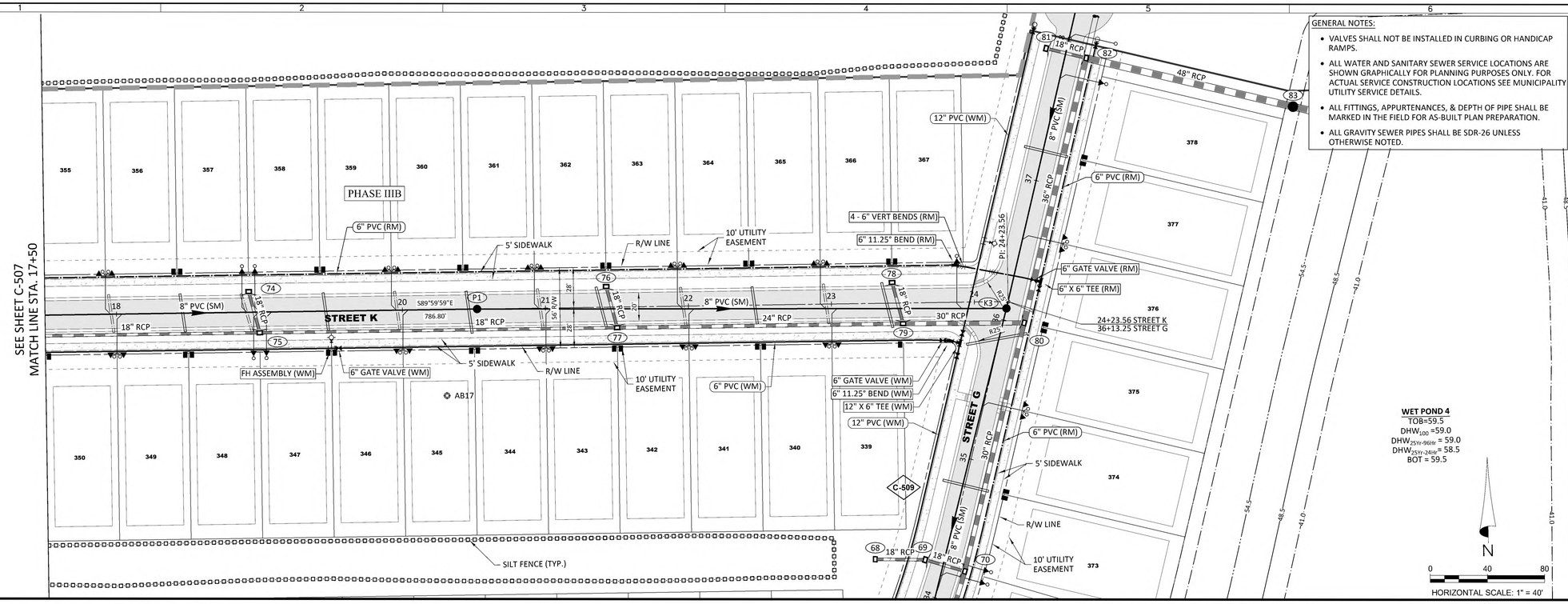
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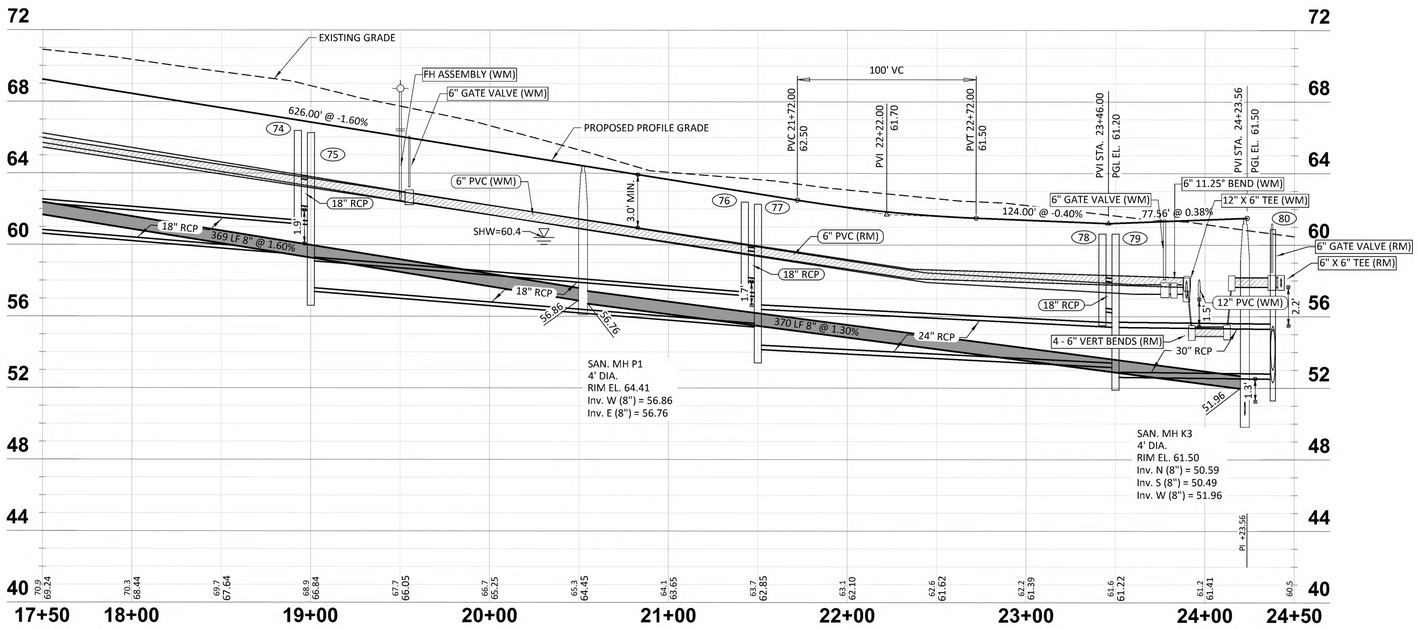
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STREET K - PHASE IIIB



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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RP-05
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

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POINT OF CONNECTION (WM): INSTALL TEMP. SERVICE JUMPER REMOVE TEMP. BLOWOFF CONNECT TO EXIST. 12" GATE VALVE CHLORINE INJECTION POINT WDSP#_

POINT OF CONNECTION (SM): REMOVE TEMP. PLUG CONNECT TO EXIST. MH

POINT OF CONNECTION (RM): REMOVE TEMP. BLOWOFF CONNECT TO EXIST. 6" GATE VALVE

PHASE I (UNDER CONSTRUCTION)

PHASE IIIB

STREET G (UNDER CONSTRUCTION)

FUTURE DEVELOPMENT (PHASE IV)

Curve Table: Alignments

Curve #	PI Station	Radius	Length	Delta	Degree	Chord Direction	Chord Length	PC station	PT Station
C1	27+61.70	2450.000	810.398	18°57'07"	2° 20' 20"	N08° 12' 26.95"E	806.71	23+52.76	31+63.16
C2	32+72.49	550.000	215.854	22°29'11"	10° 25' 55"	N09° 58' 28.87"E	214.47	31+63.16	33+79.01
C3	34+16.86	600.000	75.585	7°13'04"	9° 33' 37"	N17° 36' 32.23"E	75.54	33+79.01	34+54.60

0 40 80

HORIZONTAL SCALE: 1" = 40'

VERTICAL SCALE: 1" = 4'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

STREET G - PHASE IIIB

PHASE I | PHASE IIIB | PHASE IIIB | PHASE IV

ADJUST EXIST. MH TOP

PVI STA. 30+80.00
PGL EL. 63.30

Ex. 12" GATE VALVE (WM)
-0.34%
Ex. 6" GATE VALVE (RM)
Ex. 6" PVC RM
Ex. 12" PVC WM
SHW=58.9
CONNECT TO EXIST. RM
CONNECT TO EXIST. WM
CONNECT TO EXIST. MH

12" X 8" TEE (WM)
12" GATE VALVE (WM)
6" GATE VALVE (RM)
6" X 4" TEE (RM)
12" GATE VALVE (WM)
FH ASSEMBLY (WM)
PROPOSED PROFILE GRADE
12" PVC (WM)
4" PVC (RM)
30" RCP
712.00' @ -0.34%
3.0' MIN.
6" PVC (RM)
12" GATE VALVE (WM)
12" X 6" TEE (WM)
6" GATE VALVE (RM)
6" X 6" TEE (RM)
FH ASSEMBLY (WM)
EXISTING GRADE
36" RCP
BO ASSEMBLY (RM)
BO ASSEMBLY (WM)
8" PLUG (SM)

PVI STA. 37+92.00
PGL EL. 60.85

79 LF 8" @ 0.42%
370 LF 8" @ 0.42%
274 LF 8" @ 0.42%
Ex. 114 LF 8" @ 0.42%

Exist. San. MH A2
Rim El. 63.41
Inv. S (8") = 49.81
Inv. W (8") = 47.81
Inv. N (8") = 47.92

Exist. San. MH K1
Rim El. 63.39
Inv. S (8") = 48.40
Inv. N (8") = 48.50

ADJUST EXIST. MH TOP TO ELEV. = 63.03

SAN. MH K2
4' DIA. DROP
RIM EL. 62.76
Inv. N (8") = 48.93
Inv. S (8") = 48.83
Inv. W (8") = 54.70

SAN. MH K3
4' DIA.
RIM EL. 61.50
Inv. N (8") = 50.59
Inv. S (8") = 50.49
Inv. W (8") = 51.96

SAN. MH K4
4' DIA.
RIM EL. 60.64
Inv. S (8") = 51.74
Inv. N (8") = 51.84

PRC 463.16 63.01
PRC +79.01 62.27
PT +54.60 62.01
PI +02.00

72 68 64 60 56 52 48 44 40

30+00 31+00 32+00 33+00 34+00 35+00 36+00 37+00 38+00 39+00

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Civil Engineering • Planning & GIS
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Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RP-06
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

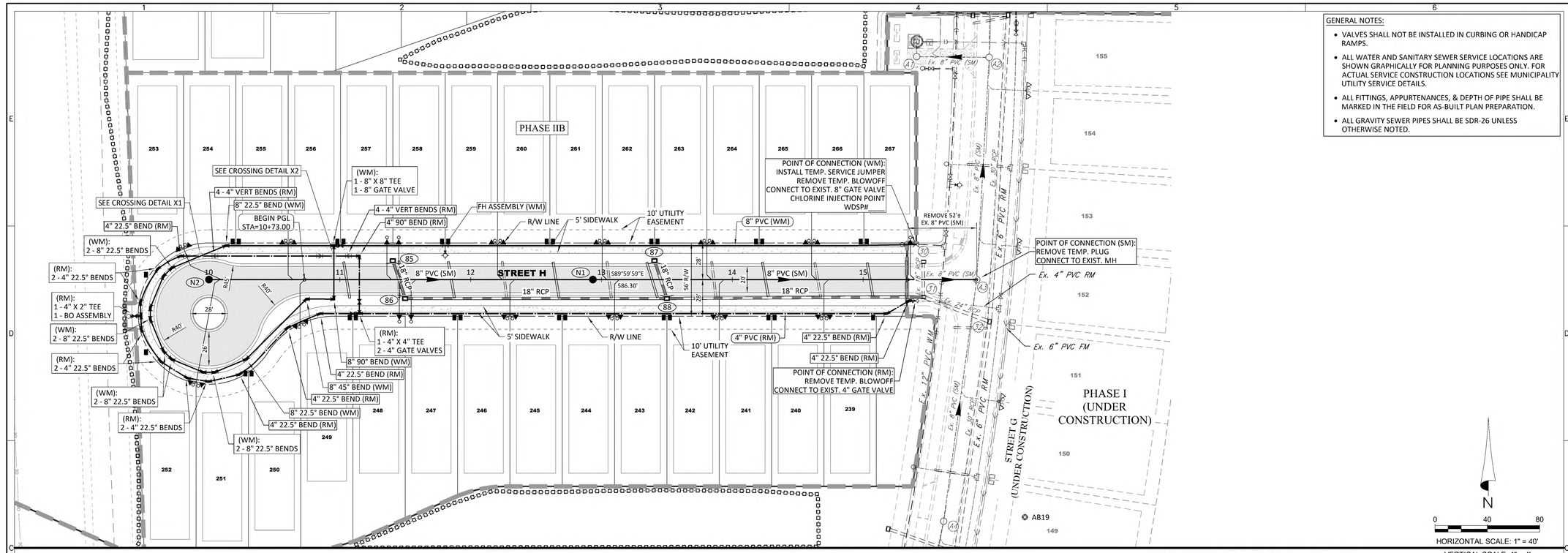
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STRICKLAND T. SMITH
DATE:_____
LICENSE NO. 50652

C-509

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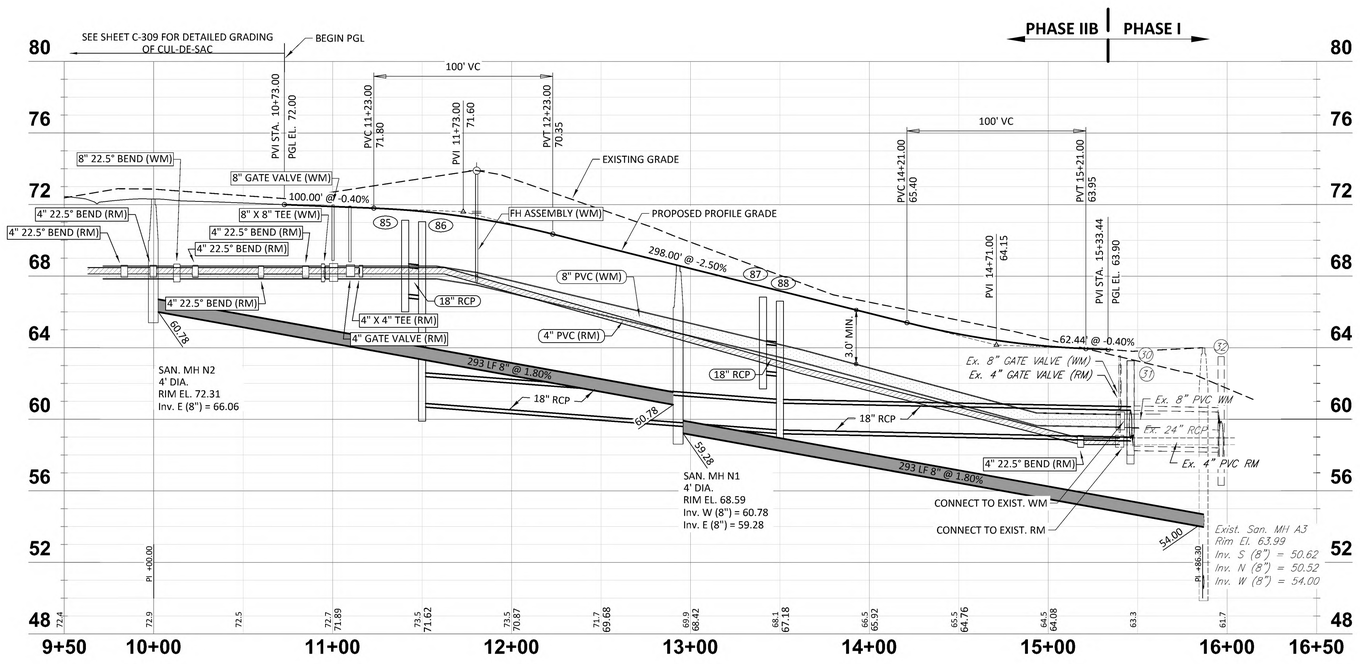
GENERAL NOTES:

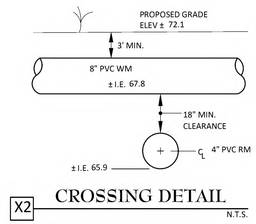
- VALVES SHALL NOT BE INSTALLED IN CURBING OR HANDICAP RAMPS.
- ALL WATER AND SANITARY SEWER SERVICE LOCATIONS ARE SHOWN GRAPHICALLY FOR PLANNING PURPOSES ONLY. FOR ACTUAL SERVICE CONSTRUCTION LOCATIONS SEE MUNICIPALITY UTILITY SERVICE DETAILS.
- ALL FITTINGS, APPURTENANCES, & DEPTH OF PIPE SHALL BE MARKED IN THE FIELD FOR AS-BUILT PLAN PREPARATION.
- ALL GRAVITY SEWER PIPES SHALL BE SDR-26 UNLESS OTHERWISE NOTED.

STREET H - PHASE IIB

VERTICAL SCALE: 1" = 4'

ELEVATIONS BASED ON: NORTH AMERICAN VERTICAL DATUM 1988 CONVERSION: NAVD 88 TO NGVD 29 = +1.07





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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RP-07
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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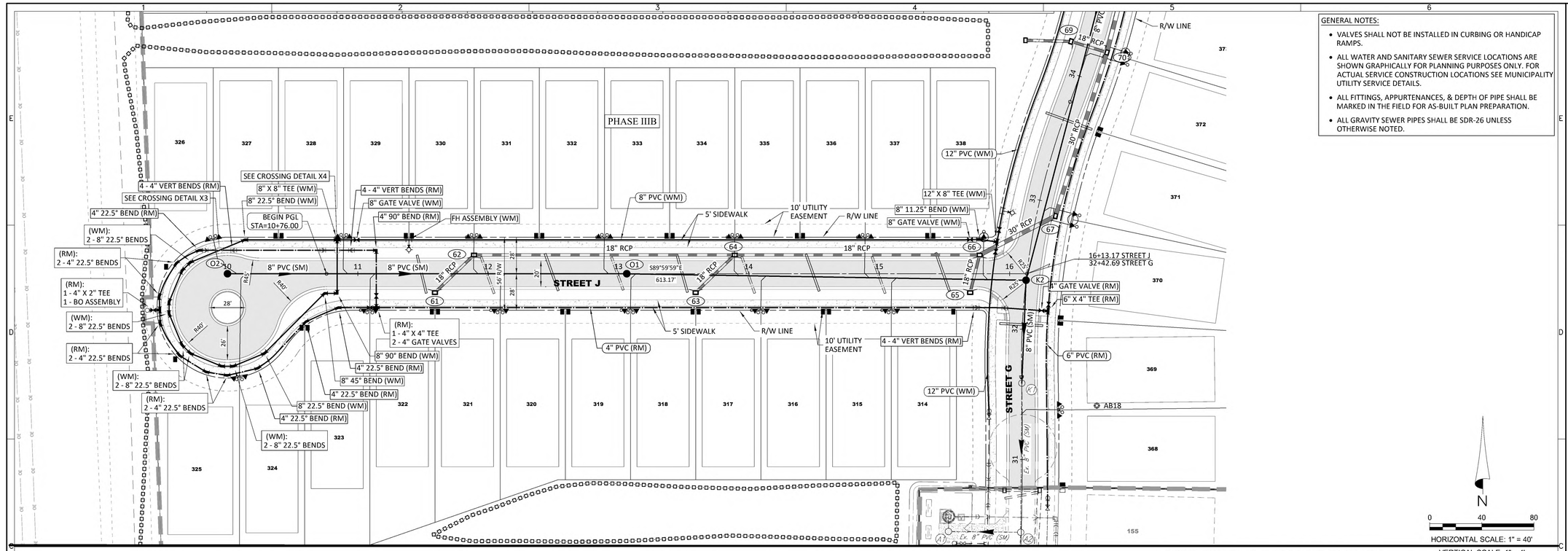
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DATE:
LICENSE NO. 50652

C-510

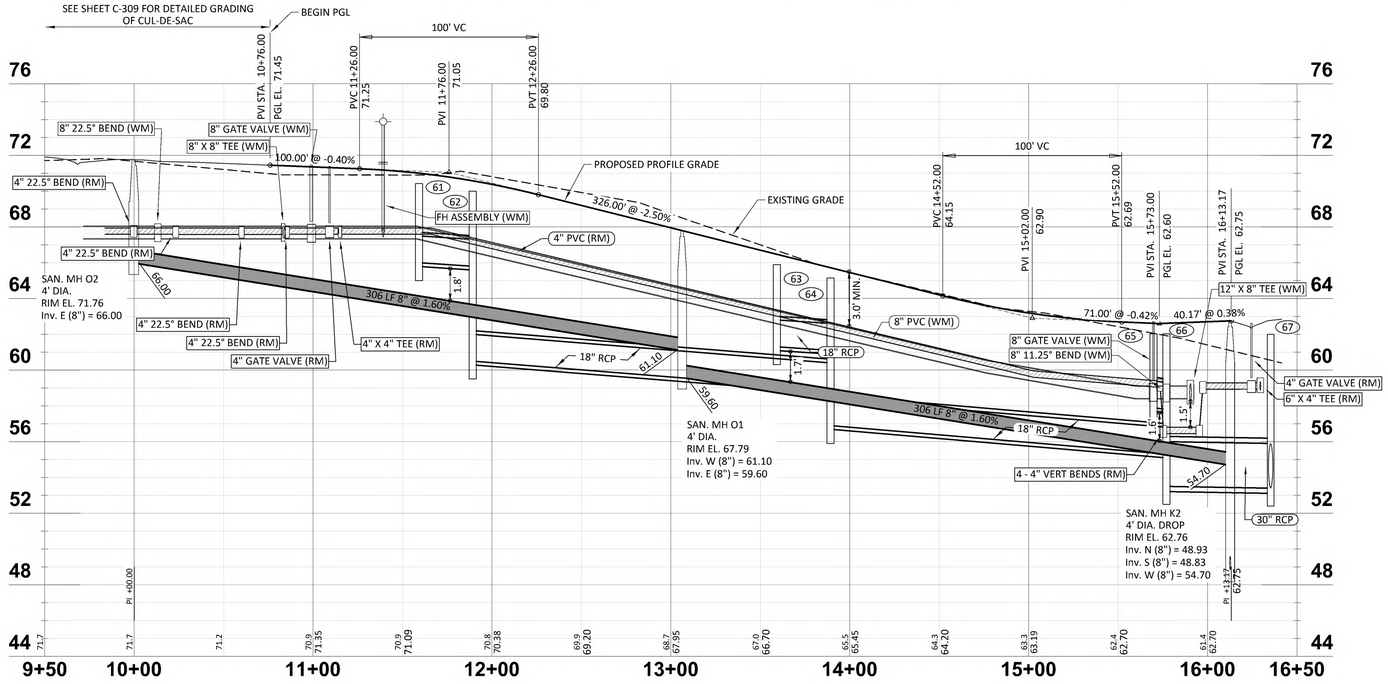
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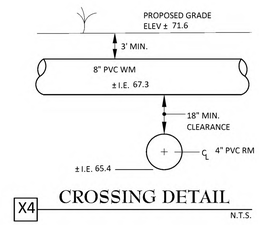
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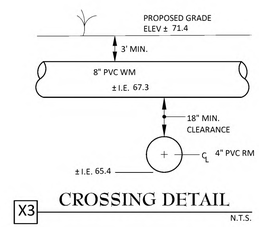
STREET J - PHASE IIIB

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07





X4 CROSSING DETAIL
N.T.S.



X3 CROSSING DETAIL
N.T.S.

GENERAL NOTES:

- VALVES SHALL NOT BE INSTALLED IN CURBING OR HANDICAP RAMPS.
- ALL WATER AND SANITARY SEWER SERVICE LOCATIONS ARE SHOWN GRAPHICALLY FOR PLANNING PURPOSES ONLY. FOR ACTUAL SERVICE CONSTRUCTION LOCATIONS SEE MUNICIPALITY UTILITY SERVICE DETAILS.
- ALL FITTINGS, APPURTENANCES, & DEPTH OF PIPE SHALL BE MARKED IN THE FIELD FOR AS-BUILT PLAN PREPARATION.
- ALL GRAVITY SEWER PIPES SHALL BE SDR-26 UNLESS OTHERWISE NOTED.

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

ROADWAY PLAN & PROFILE

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	RP-08
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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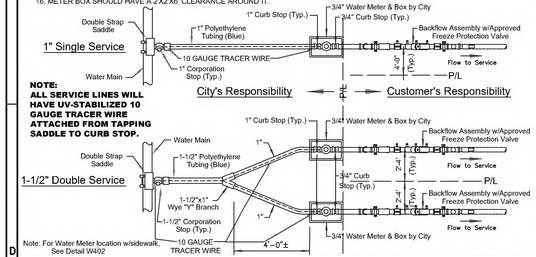
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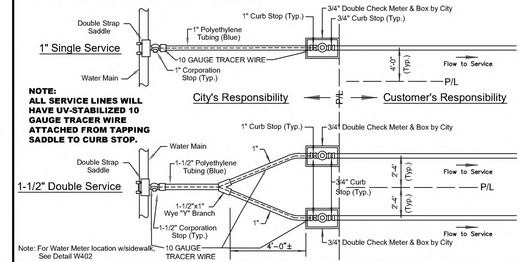
NOTES:
1. WATER MAINS TO BE ON NORTH or EAST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRACO" 40LF000FPV2F.
12. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
15. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
16. METER BOX SHOULD HAVE A 2'X2'X6' CLEARANCE AROUND IT.



DATE: 11/07/2022 **WATER MAIN SERVICE CONNECTION (BACKFLOW)** W401

City of DeLand - Standard Details

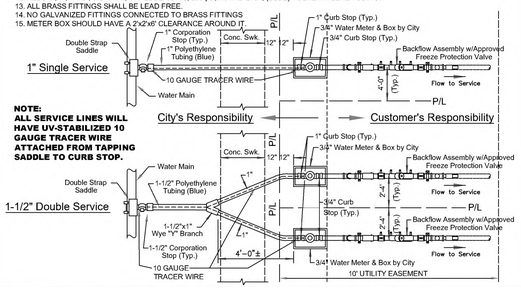
NOTES:
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2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRACO" 40LF000FPV2F.
12. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
15. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
16. METER BOX SHOULD HAVE A 2'X2'X6' CLEARANCE AROUND IT.



DATE: 11/07/2022 **WATER MAIN SERVICE CONNECTION (DOUBLE CHECK METER)** W401A

City of DeLand - Standard Details

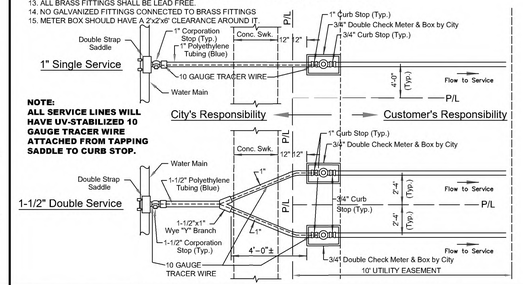
NOTES:
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2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRACO" 40LF000FPV2F.
12. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS
15. METER BOX SHOULD HAVE A 2'x2'x6' CLEARANCE AROUND IT.



DATE: 11/07/2022 **WATER MAIN SERVICE CONNECTION WITH SIDEWALK (BACKFLOW)** W402

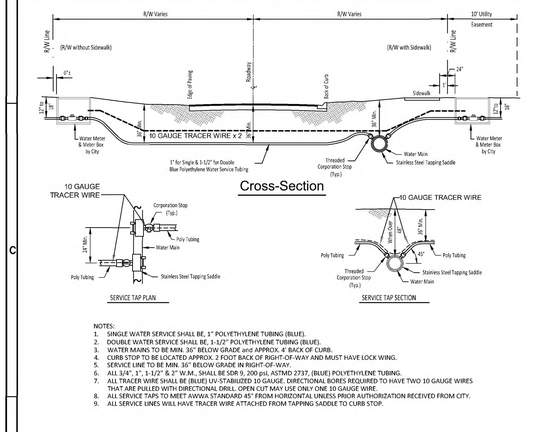
City of DeLand - Standard Details

NOTES:
1. WATER MAINS TO BE ON NORTH or EAST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRACO" 40LF000FPV2F.
12. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS
15. METER BOX SHOULD HAVE A 2'x2'x6' CLEARANCE AROUND IT.



DATE: 11/07/2022 **WATER MAIN SERVICE CONN. WITH SIDEWALK (DBL. CHECK METER)** W402A

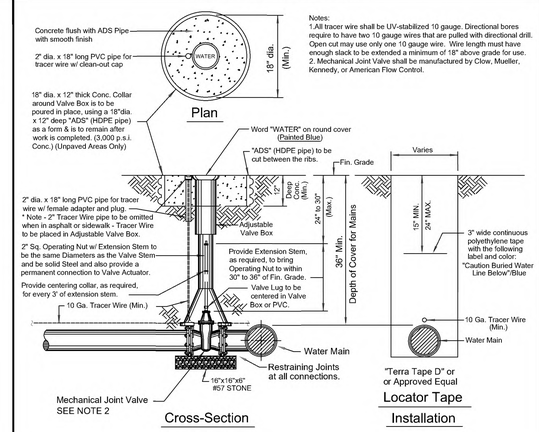
City of DeLand - Standard Details



NOTES:
1. SINGLE WATER SERVICE SHALL BE, 1" POLYETHYLENE TUBING (BLUE).
2. DOUBLE WATER SERVICE SHALL BE, 1-1/2" POLYETHYLENE TUBING (BLUE).
3. WATER MAINS TO BE MIN. 36" BELOW GRADE and APPROX. 4' BACK OF CURB.
4. CURB STOP TO BE LOCATED APPROX. 2 FOOT BACK OF RIGHT-OF-WAY AND MUST HAVE LOCK WING.
5. SERVICE LINE TO BE MIN. 36" BELOW GRADE IN RIGHT-OF-WAY.
6. ALL 3/4", 1", 1-1/2" & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
7. ALL TRACER WIRE SHALL BE (BLUE) UV-STABILIZED 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.
8. ALL SERVICE TAPS TO MEET AWWA STANDARD 45° FROM HORIZONTAL UNLESS PRIOR AUTHORIZATION RECEIVED FROM CITY.
9. ALL SERVICE LINES WILL HAVE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

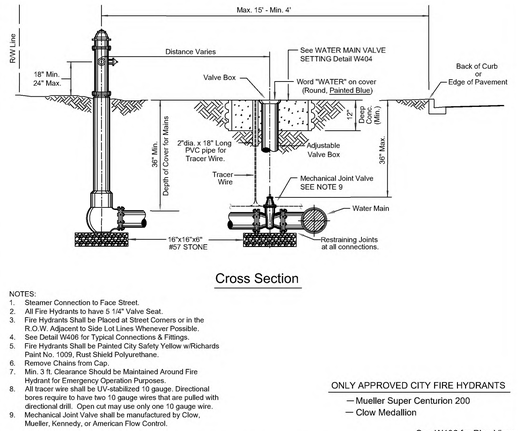
DATE: 11/07/2022 **WATER MAIN SERVICE LINES** W403

City of DeLand - Standard Details



DATE: 11/07/2022 **WATER MAIN VALVE SETTING** W404

City of Deland - Standard Details



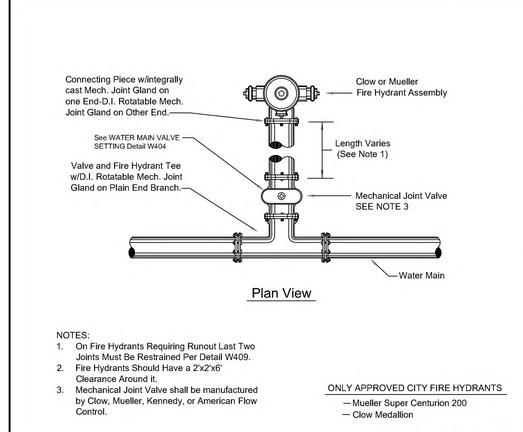
NOTES:
1. Steamer Connection to Face Street.
2. All Fire Hydrants to have 5 1/4" Valve Seat.
3. Fire Hydrants Shall be Placed at Street Corners or in the R.O.W. Adjacent to Side Lot Lines Whenever Possible.
4. See Detail W406 for Typical Connections & Fittings.
5. Fire Hydrants Shall be Painted City Safety Yellow w/Richards Paint No. 1009, Rust Shield Polyurethane.
6. Remove Chains from Cap.
7. Min. 3 ft. Clearance Should be Maintained Around Fire Hydrant for Emergency Operation Purposes.
8. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.
9. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

ONLY APPROVED CITY FIRE HYDRANTS
— Mueller Super Centurion 200
— Clow Medallion

See W406 for Plan View

DATE: 11/07/2022 **FIRE HYDRANT SETTING SECTION** W405

City of DeLand -Standard Details



NOTES:
1. On Fire Hydrants Requiring Runout Last Two Joints Must Be Restrained Per Detail W409.
2. Fire Hydrants Should Have a 2'x2'x6' Clearance Around it.
3. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

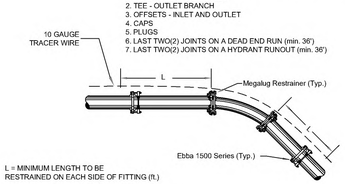
ONLY APPROVED CITY FIRE HYDRANTS
— Mueller Super Centurion 200
— Clow Medallion

See W405 for Cross Section

DATE: 11/07/2022 **FIRE HYDRANT SETTING PLAN** W406

City of DeLand - Standard Details

THE FOLLOWING JOINTS MUST BE RESTRAINED IN ALL APPLICATIONS:
1. BEND - INLET AND OUTLET
2. TEE - OUTLET BRANCH
3. OFFSETS - INLET AND OUTLET
4. CAPS
5. PLUGS
6. LAST TWO(2) JOINTS ON A DEAD END RUN (min. 36')
7. LAST TWO(2) JOINTS ON A HYDRANT RUNOUT (min. 36')



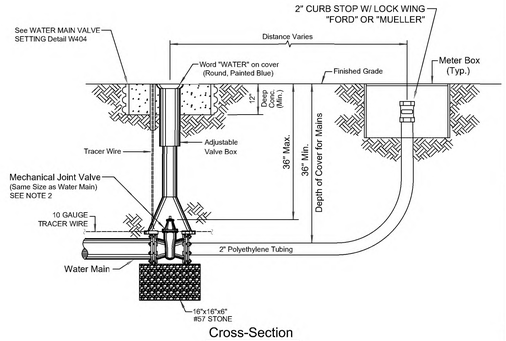
L = MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (ft.)

NOM. PIPE SIZE	ELBOWS (deg.)				VALVE TEES
	11.25	22.50	45	90	
4	3	5	8	12	9
6	4	6	10	15	11
8	4	7	13	20	14
10	5	9	15	25	18
12	6	10	17	29	21
14	6	13	26	61	30
16	7	14	28	67	49
18	8	15	31	73	68
20	8	16	33	80	85

NOTE: THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE BY USE OF EBBA IRON MEGALUG RESTRAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE BY EBBA IRON SERIES 1500 RESTRAINERS.

DATE: 11/07/2022 **THRUST RESTRAINING DETAIL FOR PVC PIPE** W408

City of DeLand - Standard Details



Notes:
1. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

DATE: 11/07/2022 **WATER MAIN BLOWOFF DETAIL** W410

City of DeLand - Standard Details

HEIDT DESIGN
Civil Engineering • Planning & GIS
Environmental Services • Surveying & Mapping
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Landscape Architecture Certificate of Authorization No. LC26000405
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www.HeidtDesign.com

N:\LAKE WINNIE\MSSET\PHASE 2\ENGINEERING\WSD.DWG-C-601 2023/06/07 3:14 PM MARK JONES

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

WATER & SEWER DETAILS

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	WSD
DESIGN BY:	JONES
DRAWN BY:	BLACK

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

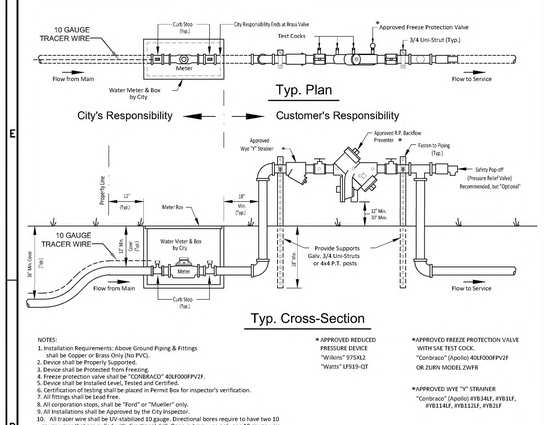
This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

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STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-601

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NOTES:
1. Installation Requirements: Above Ground Piping & Fittings shall be Copper or Brass Only (No PVC).
2. Device shall be Properly Supported.
3. Device shall be Protected from Freezing.
4. Freeze protection valve shall be "CONBRACO" 40LF000FPV2F.
5. Device shall be Installed Level, Tested and Certified.
6. Certification of testing shall be placed in Permit Box for inspector's verification.
7. All fittings shall be Lead Free.
8. All corporation stops, shall be "Ford" or "Mueller" only.
9. All Installations shall be Approved by the City Inspector.
10. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.

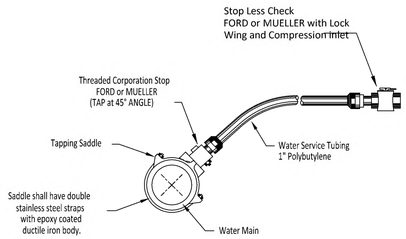
* APPROVED REDUCED PRESSURE DEVICE
"Wilkins" 975XL2
"Watts" LF919-QT

*APPROVED FREEZE PROTECTION VALVE WITH SAE TEST COCK.
"Conbraco" (Apollo) 40LF000FPV2F
OR ZURN MODEL ZWFR

*APPROVED WYE "Y" STRAINER
"Conbraco" (Apollo) #Y834LF, #YB31F, #YB114LF, #VB112LF, #Y82LF

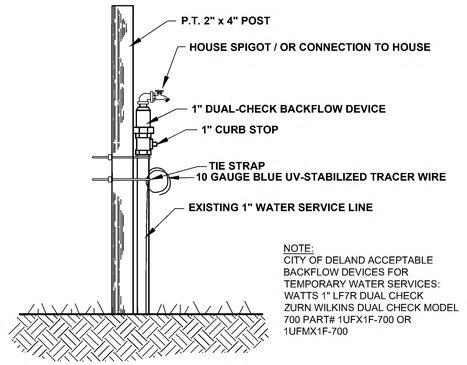
DATE: 11/07/2022 **WATER METER & BACKFLOW ASSEMBLY - 1" THRU 2-1/2" MODELS** W411

City of DeLand - Standard Details



DATE: 11/07/2022 **CHLORINATION TAP** W416

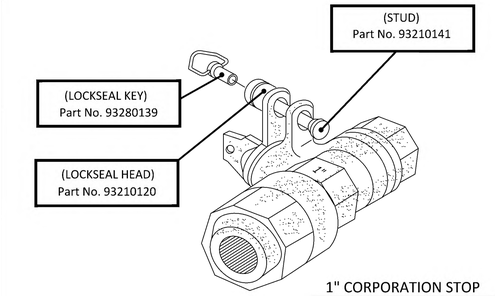
City of DeLand - Standard Details



NOTE:
CITY OF DELAND ACCEPTABLE BACKFLOW DEVICES FOR TEMPORARY WATER SERVICES:
WATTS 1" LF7R DUAL CHECK
ZURN WILKINS DUAL CHECK MODEL 700 PART# 1UFX1F-700 OR 1UFMX1F-700

DATE: 11/07/2022 **TEMPORARY RESIDENTIAL CONSTRUCTION POTABLE WATER SERVICE** W417

City of DeLand - Standard Details

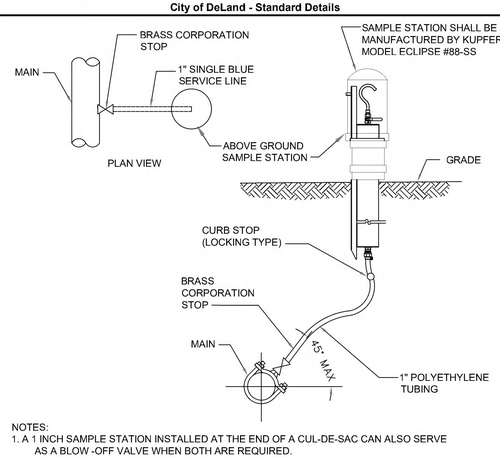


NOTE:
ALL SERVICE LINE WHIPS SHALL BE BULLET LOCKED ***OFF*** BY THE CONTRACTOR AFTER INSTALLATION AND SAMPLING HAVE BEEN COMPLETED

Manufacturer:
"FIROMATIC LOCKSEAL"

DATE: 11/07/2022 **WATER METER LOCKSEAL ASSEMBLY** W418

City of DeLand - Standard Details



NOTES:
1. A 1 INCH SAMPLE STATION INSTALLED AT THE END OF A CUL-DE-SAC CAN ALSO SERVE AS A BLOW -OFF VALVE WHEN BOTH ARE REQUIRED.

DATE: 11/07/2022 **WATER SAMPLE STATION** W419

City of DeLand - Standard Details

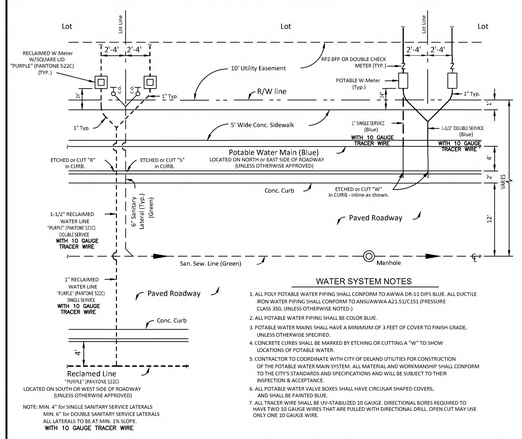
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossing (Full Joint Centered)
Storm Sewer Stormwater Force Main, Reclaimed Water (2)	WATER MAIN — 3 ft. minimum	WATER MAIN — 12 inches is the minimum except for storm sewer,then 6 inches is the minimum and 12 inches is preferred	Alternate 3' ft. minimum — WATER MAIN
Vacuum Sanitary Sewer	WATER MAIN — 10 ft. preferred 3 ft. minimum	WATER MAIN — 12 inches preferred 6 inches minimum	Alternate 3' ft. minimum — WATER MAIN
Gravity Sewer Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	WATER MAIN — 10 ft. preferred 6 ft. minimum (3)	WATER MAIN — 12 inches is the minimum except for gravity sewer,then 6 inches is the minimum and 12 inches is preferred	Alternate 6' ft. minimum — WATER MAIN
On-Site Sewage Treatment & Disposal System(4)	10 ft minimum	---	---

(1) Water Main Should Cross Above other pipe. When Water Main Must Be Below Other Pipe,the Minimum Separation is 12" inches.
(2) Reclaimed Water Regulated Under Part III of chapter 62-610, F.A.C.
(3) 3 ft. for Gravity Sanitary sewer where the Bottom of the Water Main is laid at least 6 inches above the top of gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-160, F.A.C.

DATE: 11/07/2022 **WATER PIPE SEPERATION REQUIREMENTS** W420

City of DeLand - Standard Details



WATER SYSTEM NOTES

1. ALL POLY POTABLE WATER PIPING SHALL CONFORM TO AWWA DR-11 DIPS BLUE. ALL DUCTILE IRON WATER PIPING SHALL CONFORM TO ANSI/AWWA A21.51/C151 (PRESSURE CLASS 350, UNLESS OTHERWISE NOTED.)
2. ALL POTABLE WATER PIPING SHALL BE COLOR BLUE.
3. POTABLE WATER MAINS SHALL HAVE A MINIMUM OF 3 FEET OF COVER TO FINISH GRADE, UNLESS OTHERWISE SPECIFIED.
4. CONCRETE CURBS SHALL BE MARKED BY ETCHING OR CUTTING A "W" TO SHOW LOCATIONS OF POTABLE WATER.
5. CONTRACTOR TO COORDINATE WITH CITY OF DELAND UTILITIES FOR CONSTRUCTION OF THE POTABLE WATER MAIN SYSTEM. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARDS AND SPECIFICATIONS AND WILL BE SUBJECT TO THEIR INSPECTION & ACCEPTANCE.
6. ALL POTABLE WATER VALVE BOXES SHALL HAVE CIRCULAR SHAPED COVERS, AND SHALL BE PAINTED BLUE.
7. ALL TRACER WIRE SHALL BE UV-STABILIZED 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.

DATE: 11/07/2022 **RESIDENTIAL UTILITY LAYOUT** W422

City of DeLand - Standard Details

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

WATER & SEWER DETAILS

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO: KGA-CD-1031
FILE: WSD
DESIGN BY: JONES
DRAWN BY: BLACK

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

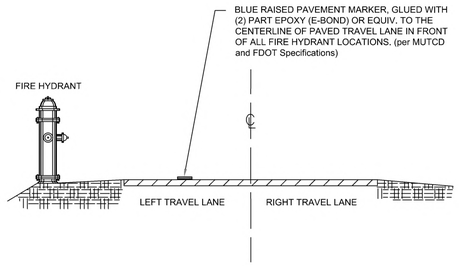
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DATE: 11/07/2022 **REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT LOCATION** W423

City of DeLand - Standard Details

Approved Ford Valve for Service Lines

1" SERVICE



Pack Joint for Copper or Plastic Tubing (CTS) Inlet by Meter Swivel Nut

Catalog Number	Description: Valve Size	Serv. Line Size	Meter Size	Approx. Wt. Lbs.
B43-211W-NL	5/8"	1/2"	5/8"	1.4
B43-212W-NL	5/8"	1/2"	5/8"x3/4" & 3/4"	1.5
▶♦ B43-231W-NL	5/8"	3/4"	5/8"	1.6
▶♦ B43-232W-NL	5/8"	3/4"	5/8"x3/4" & 3/4"	1.7
▶ B43-331W-NL	3/4"	3/4"	5/8"	2.1
▶♦ B43-332W-NL	3/4"	3/4"	5/8"x3/4" & 3/4"	2.4
▶ B43-334W-NL	3/4"	3/4"	1"	2.3
▶ B43-341W-NL	3/4"	1"	5/8"	2.7
▶♦ B43-342W-NL	3/4"	1"	5/8"x3/4" & 3/4"	2.4
▶♦ B43-344W-NL	3/4"	1"	1"	2.7
▶♦ B43-444W-NL	1"	1"	1"	3.2
B43-454W-NL	1"	1-1/4"	1"	3.4

2" SERVICE



Pack Joint for Copper or Plastic Tubing (CTS) by Female Iron Pipe Thread

Catalog Number	Valve Size	CTS End	FIP End	Approx. Wt. Lbs.
▶♦ * B41-333-NL	3/4"	3/4"	3/4"	2.0
▶♦ B41-334-NL	3/4"	3/4"	1"	2.1
▶♦ B41-343-NL	3/4"	1"	3/4"	2.2
▶♦ B41-344-NL	3/4"	1"	1"	2.4
♦ BL41-344-4-875-NL	3/4"	1"	1"	3.1
▶♦ * B41-444-NL	1"	1"	1"	2.8
♦ B41-454-NL	1"	1-1/4"	1"	3.2
♦ B41-455-NL	1"	1-1/4"	1-1/4"	3.7
♦ B41-555-NL	1-1/4"	1-1/4"	1-1/4"	5.6
♦ **B41-666-NL	1-1/2"	1-1/2"	1-1/2"	7.0
B41-677-NL	1-1/2"	2"	2"	9.6
♦ **B41-777-NL	2"	2"	2"	11.1

DATE: 11/07/2022 **VALVE FOR WATER AND RECLAIM SERVICE LINE** W424

City of DeLand - Standard Details

Approved Muller Valve for Service Lines

1" SERVICE



P-24350N

Mueller 300 Ball Straight Meter Valve
Mueller Pack Joint Connection for CTS O.D.* tubing x meter swivel nut**.
Quarter turn check - lock wing. 360° turn option available by adding -3 suffix to catalog number.
Example: P-24350-3

Catalog size	3/4"x5/8" R †	3/4" R †	3/4"	5/8"x3/4"x1"	1" R †	1"
Meter size	5/8"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"	1"
Tubing size	3/4"	3/4"	3/4"	1"	1"	1"

2" SERVICE



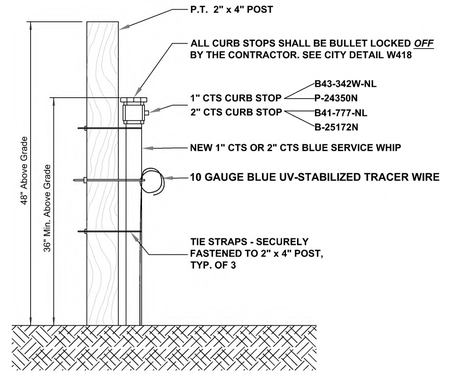
P-25172N

Mueller 300 Ball Curb Valve
Inlet: Mueller Pack Joint Connection for CTS O.D.* tubing
Outlet: F.I.P. thread
Quarter turn check-this valve may be ordered with 360° turn option by adding -3 to end of catalog number (P-25172-3)

3/4"R	3/4"	1"R	1"	1-1/2"	2"

DATE: 11/07/2022 **VALVE FOR WATER AND RECLAIM SERVICE LINE** W425

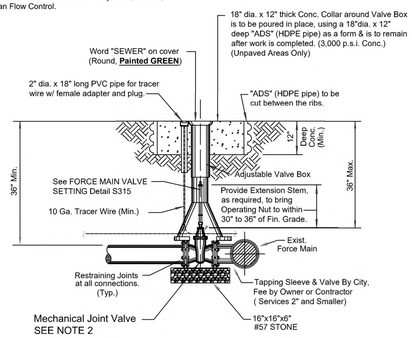
City of DeLand - Standard Details



DATE: 11/07/2022 **NEW POTABLE SERVICE WHIP** W426

City of DeLand - Standard Details

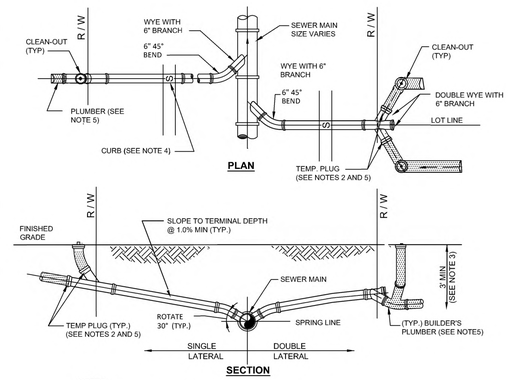
Notes:
1.All tracer wire shall be 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire. Wire length must have enough slack to be extended a minimum of 18" above grade for use.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.



Note:
For Wet Taps larger than 2", Sleeves & Valves will be furnished and installed by the contractor in the presence of the city inspector. Tapping sleeve shall be Ford, Romac, or JCM stainless steel only.

DATE: 11/07/2022 **FORCE MAIN TAPPING SLEEVE & VALVE** S407

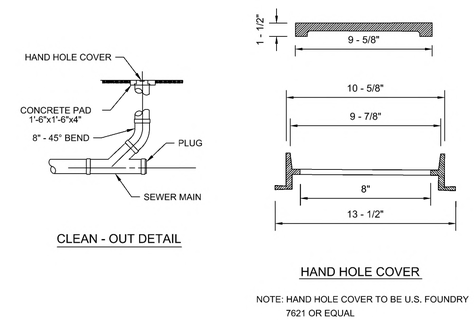
City of DeLand - Standard Details



NOTES:
1. INVERT OF SERVICE LATERAL MUST BE ABOVE SPRING LINE.
2. SERVICE LATERAL SHALL BE CAPPED BY THE CONTRACTOR.
3. WYE SHALL BE NO SHALLOWER THAN 3-FEET AND NO DEEPER THAN 5-FEET.
4. CUT OR CAST "S" IN CONCRETE CURB AT SEWER LATERAL LOCATION AND PAINT GREEN.
5. PLUMBER SHALL REMOVE PLUG, INSTALL CLEAN-OUT, AND CONNECT SERVICE LATERAL TO HOUSE.

DATE: 11/07/2022 **SANITARY SERVICE LATERIALS** S305

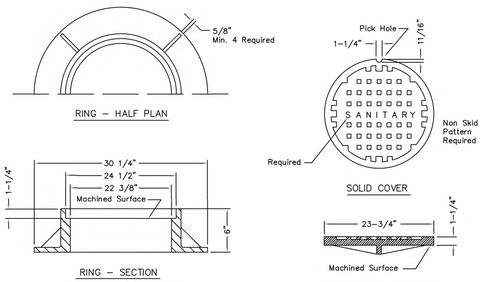
City of DeLand - Standard Details



NOTE: HAND HOLE COVER TO BE U.S. FOUNDRY 7621 OR EQUAL

DATE: 11/07/2022 **CLEAN - OUT** S308

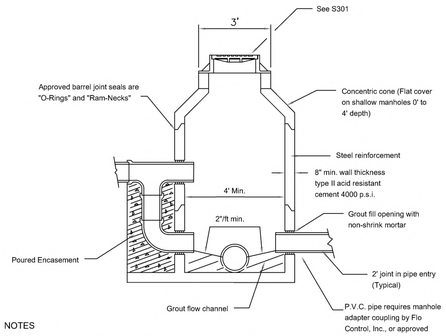
City of DeLand - Standard Details



NOTE:
Manufacturers model of storm ring and cover to be approved by City Engineer.

DATE: 11/07/2022 **SANITARY MANHOLE COVER - USF 170-E** S301

City of DeLand - Standard Details

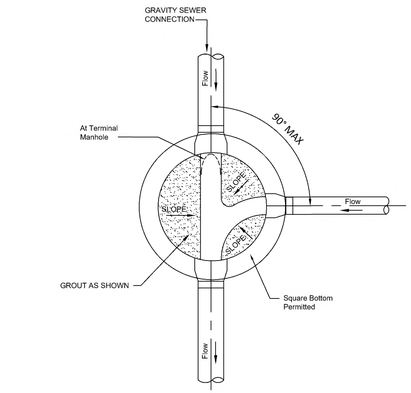


NOTES
1. Precast manhole drop may be approved by City Engineer. Shop drawing submittal required.
2. Drop required when 2' or over.
3. Manholes shall have an interior and exterior coating of at least 15 mils dry thickness PROLO EP214-351 Epoxi-Mastic
4. Polymer concrete manholes are accepted upon review and approval by the City of DeLand Engineering Dept.

SEE S303 FOR PLAN VIEW

DATE: 11/07/2022 **SANITARY MANHOLE** S302

City of DeLand - Standard Details

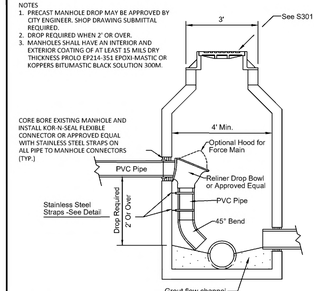


SEE S302 FOR SECTION

DATE: 11/07/2022 **SANITARY MANHOLE** S303

City of DeLand - Standard Details

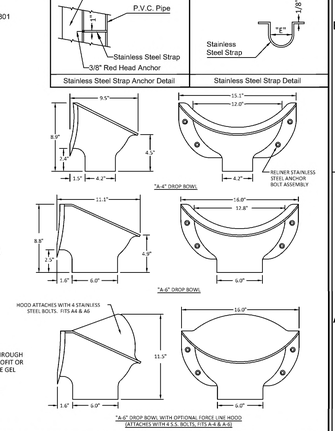
NOTES
1. PRECAST MANHOLE DROP MAY BE APPROVED BY CITY ENGINEER. SHOP DRAWING SUBMITTAL REQUIRED.
2. DROP REQUIRED WHEN 2' OR OVER.
3. MANHOLES SHALL HAVE AN INTERIOR AND EXTERIOR COATING OF AT LEAST 15 MILS DRY THICKNESS PROLO EP214-351 EPOXI-MASTIC OR KOPPERS BITUMASTIC BLACK SOLUTION 300M.



MODEL #
A4DB - 12" DROP BOWL WITH 4" OUTLET - USE FOR 4' - 5' DIA MH
A6R36 - 12" DROP BOWL WITH 4" OUTLET - USE FOR 6' - 8' DIA MH
A6DB - 12" DROP BOWL WITH 6" OUTLET - USE FOR 4' - 5' DIA MH
A6R96 - 12" DROP BOWL WITH 6" OUTLET - USE FOR 6' - 8' DIA MH

THE "A-4" BOWL WILL SERVICE UP THROUGH FULL 6" INLETS. THE "A-6" BOWL WILL SERVICE UP THROUGH FULL 8" INLETS. CAN BE USED FOR 10" AND 12" INLET MODERATE FLOWS. ALL SIZES ARE FOR RETROFIT OR NEW CONSTRUCTION. FABRICATED IN MARINE GRADE FIBERGLASS AND FINISHED IN BRIGHT WHITE GEL COAT.

USE 4 RELINER ANCHOR ASSEMBLIES TO ATTACH DROP BOWL TO MANHOLE WALL. USE RELINER STAINLESS STEEL PIPE BRACKETS TO SUPPORT DOWN PIPE. EXTERNAL PIPE COUPLER REQUIRED. PROVIDE SWEEP AT DOWN PIPE OUTLET.



DATE: 11/07/2022 **SANITARY MANHOLE - INSIDE DROP FOR GRAVITY & FORCEMAIN** S304

City of DeLand - Standard Details

HEIDT DESIGN
Civil Engineering • Planning & GIS
Land Development Services
Ecological Services • Landscape Architecture
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www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
WATER & SEWER DETAILS
PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	WSD
DESIGN BY:	JONES
DRAWN BY:	BLACK

STATE OF FLORIDA PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

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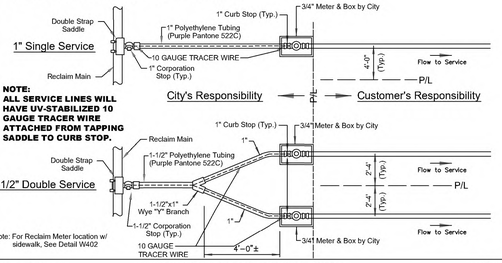
STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-603

N:\LAKE WINNIE\MISSET\PHASE 2\ENGINEERING\WSD\DWG-C-603 2023\06\07 3:14 PM MARK JONES

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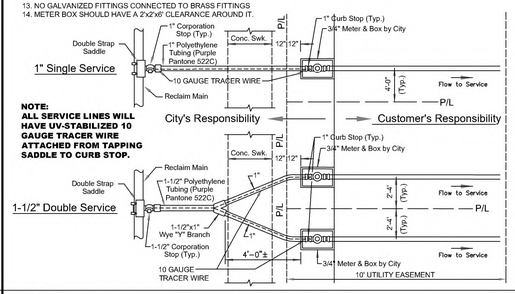
NOTES:
1. RECLAIM MAINS TO BE ON SOUTH or WEST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (PURPLE) POLYETHYLENE TUBING.
12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
13. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
14. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
15. METER BOX SHOULD HAVE A 2'X2'X6' CLEARANCE AROUND IT.



DATE: 11/07/2022 **RECLAIM MAIN SERVICE CONNECTION** **R401**

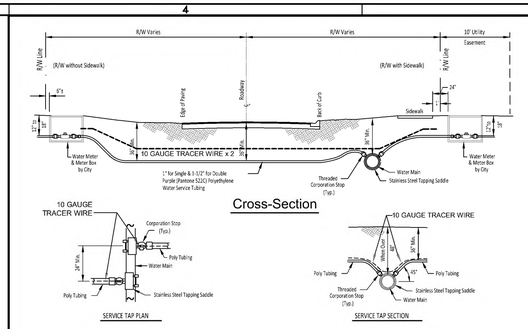
City of DeLand - Standard Details

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2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (PURPLE) POLYETHYLENE TUBING.
12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
13. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
14. METER BOX SHOULD HAVE A 2'x2'x6' CLEARANCE AROUND IT.



DATE: 11/07/2022 **RECLAIM MAIN SERVICE CONN. WITH SIDEWALK** **R402**

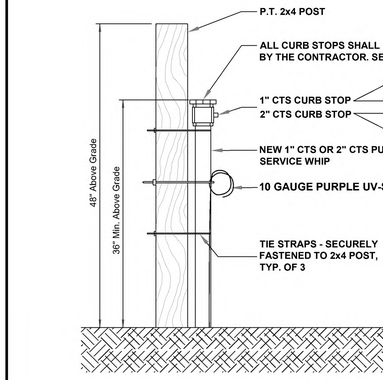
City of DeLand - Standard Details



NOTES:
1. SINGLE RECLAIM SERVICE SHALL BE, 1" POLYETHYLENE TUBING (PURPLE PANTONE 522C).
2. DOUBLE RECLAIM SERVICE SHALL BE, 1-1/2" POLYETHYLENE TUBING (PURPLE PANTONE 522C).
3. RECLAIM MAINS TO BE MIN. 36" BELOW GRADE and APPROX. 4' BACK OF CURB.
4. CURB STOP TO BE LOCATED APPROX. 2 FOOT BACK OF RIGHT-OF-WAY AND MUST HAVE LOCK WING.
5. SERVICE LINE TO BE MIN. 36" BELOW GRADE IN RIGHT-OF-WAY.
6. ALL 3/4", 1", 1-1/2" & 2" R.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (PURPLE PANTONE 522C) POLYETHYLENE TUBING.
7. ALL LOCATE WIRE SHALL BE (PURPLE) 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.
8. ALL SERVICE TAPS TO MEET AWWA STANDARD 45° FROM HORIZONTAL UNLESS PRIOR AUTHORIZATION RECEIVED FROM CITY.
9. ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

DATE: 11/07/2022 **RECLAIM MAIN SERVICE LINES** **R403**

City of DeLand - Standard Details



DATE: 11/07/2022 **NEW REUSE SERVICE WHIP** **R426**

City of DeLand - Standard Details

Notes:
1.All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire. Wire length must have enough slack to be extended a minimum of 18" above grade for use.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

DATE: 11/07/2022 **RECLAIMED WATER VALVE SETTING** **R450**

City of Deland - Standard Details

NOTES:
1. Sign background shall be white, letters shall be black (Hellvetica, Swiss 721, corel, or acceptable equal) and border shall be Pantone Purple 522C.
2. Height of sign will depend on location and surrounding landscape plant types. In all cases, the sign shall visable to the public.
3. Engineering grade reflective materials shall be used for sign.
4. Sign materials shall be of 0.040 gauge metal.
5. Sign post shall be 2-3/8" OD steel pipe, hot dip galvanized per ASTM A-123, post to be provided by customer.
6. Mounting hardware shall be stainless steel.
7. Signs shall be place by the contractor in accordance with the City approved plans and/ or as approved by the City. (e.g.) Sign should be posted by entrance to subdivision, storage ponds, irrigation pumps, gate entrances to school facility or game fields, and first and ninth Tees at Golf courses.
8. Public notification should occur in HOA document and City Reclaimed Water Brochure with meter application.

DATE: 11/07/2022 **RECLAIMED WATER SIGNAGE** **R451**

City of DeLand - Standard Details

RECLAIMED WATER SYSTEM NOTES

1. ALL PVC RECLAIMED PIPING SHALL CONFORM TO AWWA C900, DR-18. ALL DUCTILE IRON RECLAIMED PIPING SHALL CONFORM TO ANSI/AWWA A21.51/C151 (PRESSURE CLASS 350, UNLESS OTHERWISE NOTED.)
2. ALL RECLAIMED PIPING SHALL BE COLOR CODED: PURPLE (PANTONE 522C)
3. FOR ALL SYSTEMS, THERE SHALL BE READILY IDENTIFIABLE "RECLAIMED WATER" OR "DO NOT DRINK" NOTICES MARKING OR CODING ON DISTRIBUTION FACILITIES AND APPURTENANCES. (SEE APPLICABLE DETAIL) Index No. 4003 in Sign.
4. RECLAIMED MAINS SHALL HAVE A MINIMUM OF 3 FEET OF COVER TO FINISH GRADE, UNLESS OTHERWISE SPECIFIED.
5. CONCRETE CURBS SHALL BE MARKED BY ETCHING OR CUTTING AN "R" TO SHOW LOCATIONS OF RECLAIMED WATER.
6. CONTRACTOR TO COORDINATE WITH CITY OF DELAND UTILITIES FOR CONSTRUCTION OF THE RECLAIMED MAIN SYSTEM. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARDS AND SPECIFICATIONS AND WILL BE SUBJECT TO THEIR INSPECTION & ACCEPTANCE.
7. ALL RECLAIMED WATER VALVE BOXES SHALL HAVE RECTANGULAR SHAPED COVERS, AND SHALL BE PAINTED PURPLE (PANTONE 522C).
8. ALL TRACER WIRE SHALL BE UV-STABILIZED 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.

DATE: 11/07/2022 **RECLAIMED WATER SYSTEM LAYOUT** **R452**

City of DeLand - Standard Details

1. THE CITY OF DeLand's UTILITIES DEPARTMENT (386-626-7250) SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO the BEGINNING OF ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW PROPSED RECLAIMED WATER MAIN.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS IN ACCORDANCE WITH AASHTO T-180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS ARE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIPS AS WELL.
7. ALL SINGLE RESIDENTIAL RECLAIMED WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1-1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE "PURPLE" (PANTONE) IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D1248, D3350, D2239, D2737, N.S.F.-14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS. ACCEPTABLE MANUFACTURERS: ENDOT ENDOCORE RWT OR APPROVED EQUAL
8. REFER TO "NEW POTABLE AND REUSE SERVICE WHIP" R426.
9. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET.
10. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED WATER VALVE TYPES MUELLER OR CLOW:
    A. STANDARD GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER (AWWA C-500) OR RESILIENT SEAT GATE VALVES (AWWA C-509)
    B. TAPPING VALVES WITH MECHANICAL OR STAINLESS STEEL TAPPING SLEEVE.
12. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED PURPLE (PANTONE 522C) TO MAKE THEM PLAINLY DISTINGUISHABLE.
13. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.

DATE: 11/07/2022 **RECLAIMED WATER NOTES - 1 OF 3** **R460**

City of DeLand - Standard Details

14. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
15. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 48 HOURS PRIOR TO BEGINNING OF ANY FULL-DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA POTABLE WATER STANDARDS. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN.
16. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIMED MAINS IN EXCESS OF 4" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
17. RECLAIMED WATER MAINS SHALL BE PVC AWWA CLASS C-900 OR C-905, CL 150 (COLOR: "PURPLE" PANTONE 522C) OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED UNLESS APPROVED OTHERWISE BY THE CITY.
18. ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
19. MEGALIGS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES. SEE DETAILS W408 AND W409.
20. GRIPPER RING GASKETS BY ROMAC MAY BE USED AS APPROPRIATE FOR RESTRAINING PRESSURE PIPE TO FITTINGS, VALVES, ETC.
21. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE CITY OF DeLand UTILITIES AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
22. ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR "PURPLE" (PANTONE 522C) COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE PANTONE 522C POLYETHYLENE.
23. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "R". VALVES AND BLOW-OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY AN "X" SET INTO THE CURB.
24. RECLAIM WATER SERVICES SHALL BE NORMALLY DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES NEED TO BE OFFSET, DUE TO SEWER LATERAL CONNECTION. 1" SINGLE SERVICES SHALL BE SPECIFIED, THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 4.0'.

DATE: 11/07/2022 **RECLAIMED WATER NOTES - 2 OF 3** **R461**

City of DeLand - Standard Details

25. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF THREE (3) FEET (OUTSIDE TO OUTSIDE), TEN (10) FEET PREFERRED. A MINIMUM VERTICAL SEPARATION OF SIX (6) INCHES, IF WATER MAIN IS ABOVE STORM, SAN. SEW. & RECLAIMED MAINS. A MINIMUM VERTICAL SEPARATION OF EIGHTEEN (18) INCHES, IF WATER MAIN IS BELOW STORM, SAN. SEW. & RECLAIMED MAINS. (Ref Detail W420)
26. NO RECLAIMED WATER HOSE BIBBS ARE PERMITTED.
27. A 75-FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS REUSE WETTED AREAS TO ANY PUBLIC AND ANY PRIVATE POTABLE WATER SUPPLY WELLS.
28. LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 100 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
29. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CONTRACTOR AND WITNESSED BY THE CITY INSPECTOR. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRED A MINIMUM 48 HOUR NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE CITY'S UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE DAY, UNLESS ALTERNATE TIMES HAVE BEEN APPROVED BY THE CITY.
30. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
31. ALL WORK PERFORMED UPON RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY, SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
32. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL PROVIDE DIMENSION OF THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
33. ALL HDPE PIPE RECLAIMED WATER MAINS SHALL BE SDR 11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP TO WHICH IT IS ATTACHED.
34. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
35. RECLAIMED WATER HYDRANTS ARE NOT ALLOWED BY THE CITY.
36. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT "NEW" SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITIES SERVICE AREA.
37. LARGE RECLAIMED WATER METERS GREATER THAN 2" TAKES A MINIMUM OF 6 WEEKS FOR DELIVERY. IN ADDITION, ALL METERS AND VAULTS GREATER THAN 2" SHALL BE INSTALLED BY THE OWNER/ DEVELOPER OR CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY, AFTER ALL FEES HAVE BEEN PAID.
38. TYPICALLY, THE CITY PREFERS DOUBLE SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
39. ALL RECLAIMED WATER VALVE BOXES SHALL HAVE RECTANGULAR SHAPED COVERS, AND SHALL BE PAINTED "PURPLE" (PANTONE 522C) AND LABELED REUSE OR RECLAIM.
40. NO DIRECTIONAL BORES ON FRIDAYS, WEEKENDS OR HOLIDAYS. PULL BACKS ARE ALLOWED.

NOTE: DIP = DUCTILE IRON PIPE

DATE: 11/07/2022 **RECLAIMED WATER NOTES - 3 OF 3** **R462**

City of DeLand - Standard Details

HEIDT DESIGN
Civil Engineering • Planning & GIS
Environmental Services • Landscape Architecture
Ecological Services • Landscape Architecture
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

WATER & SEWER DETAILS

PREPARED FOR: KH CW DELAND LLC

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FILE:	WSD
DESIGN BY:	JONES
DRAWN BY:	BLACK

STATE OF FLORIDA PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-604

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3M LOCATING MARKER BALLS PROGRAMMABLE AND NON-PROGRAMMABLE NOTES:

- Programmable and Non-Programmable Marking Balls will be used on all Sewer, Potable and Reclaim projects
- For information on the Programmable and Non-Programmable Balls that the City requires see spec sheet for details
- Programmable Balls will be placed at all fittings ie. Tees, Couplings, 90, 45, and 22.
- Information will be recorded on a spread sheet. For information that needs to be recorded see spec sheet for an example template for the 3M Marker Balls
- Non-Programmable Marking Balls will used as follow:

- Potable: End of Service Line when buried
- Wastewater: Ball will be placed at the curb line to mark lateral location prior to end of service.
- Reclaim: End of Service Line when buried

- Desired bury depth is 1.5 feet to 3 feet. Five foot is the maximum depth for these devices

1420-LOCATER FOR MARKER BALLS

3M™ Dynatel™ Electronic Marker System (EMS) Marker Locators 1420 series is microprocessor-based systems that quickly and efficiently locate underground markers—years after construction or maintenance. -

The 3M™ Dynatel™ 1420 Marker Locators are designed to be accurate, fast and integrated allowing you to accurately and easily:

• Locate, read and write to 3M iD markers

• Pinpoint the depth and location of all existing models of properly installed underground passive EMS markers

• Conduct direct depth reading of markers

• Locate two different marker frequencies simultaneously

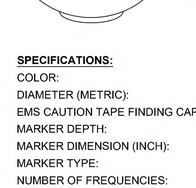
Specifications

2200RB Rechargeable Battery	Not Included
Cable/Pipe Locate	No
Carrying Bag Included	No
Coupler Size	No Coupler
Direct Connect Cable	N/A
EMS Caution Tape Finding Capability	No
Family	1420 Series
Fault Finding Capability	No

2200RB Rechargeable Battery	Not Included
Cable/Pipe Locate	No
Carrying Bag Included	No
Coupler Size	No Coupler
Direct Connect Cable	N/A
EMS Caution Tape Finding Capability	No
Family	1420 Series
Fault Finding Capability	No
Locator Type	Marker

3M DYNATEL LOCATING AND MARKING ELECTRONIC MARKER SYSTEM:

1423-XR/ID-POTABLE



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

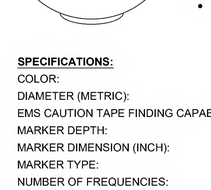
Featured Benefits

- Positive identification of underground water facilities
- iD Marker allows for programming of customer specific information
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	BLUE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
PROGRAMMABLE/PASSIVE:	PROGRAMMABLE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1424-XR/ID-SEWER



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

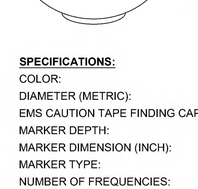
Featured Benefits

- Positive identification of underground wastewater facilities
- iD Marker allows for programming of customer specific information
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	GREEN
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PROGRAMMABLE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1428-XR/ID-RECLAIMED



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

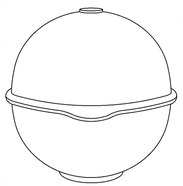
Featured Benefits

- Positive identification of underground general purpose / reclaimed water facilities
- iD Marker allows for programming of customer specific information
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	PURPLE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PROGRAMMABLE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1403-XR-POTABLE



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

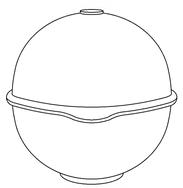
Featured Benefits

- Positive identification of underground water facilities
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	BLUE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PASSIVE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1404-XR-SEWER



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

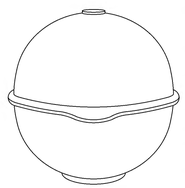
Featured Benefits

- Positive identification of underground wastewater facilities
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	GREEN
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PASSIVE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1408-XR-RECLAIMED



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

Featured Benefits

- Positive identification of underground general purpose facilities
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	PURPLE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PASSIVE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

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Fax: 813-464-7629
www.HeidtDesign.com

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

WATER & SEWER DETAILS

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE

STREET C
(UNDER CONSTRUCTION)

5' SIDEWALK

STREET B

STREET L

STREET A

STOP
R1-1
30" X 30"
W/ 2-D3 STREET
NAME SIGNS

STANDARD CROSSWALK PER
FDOT INDEX 711-001 (TYP)

2' DETECTABLE
WARNING (TYP.)

24" SOLID WHITE
STOP BAR

PHASE IIA

DRY POND 1

DRY POND 1
(UNDER CONSTRUCTION)

N
0 40 80
GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

SIDEWALK LEGEND

PROPOSED CONCRETE SIDEWALK
TO BE INSTALLED BY INDIVIDUAL HOUSE CONTRACTOR

PROPOSED CONCRETE SIDEWALK
TO BE INSTALLED BY SITE DEVELOPER

SIDEWALK NOTES:

1. SIDEWALK INDICATED AS INSTALLED BY DEVELOPER SHALL BE COMPLETED PRIOR TO FINAL INFRASTRUCTURE INSPECTION OR SHALL BE SUBJECT TO COVERAGE UNDER A PERFORMANCE GUARANTEE.
2. SIDEWALKS INSTALLED BY BUILDERS SHALL BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY OF ITS CORRESPONDING DWELLING UNIT.
3. ALL SIDEWALKS SHALL BE 6" THICK WHERE SIDEWALK IS CROSSED BY A DRIVEWAY.
4. SIDEWALK DETECTABLE WARNING SURFACES SHALL BE ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL.

SHEET KEY MAP

C-705 C-706 C-704 C-707 C-703 C-702 C-701

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Transportation • Environmental
Ecological Services • Landscape Architecture
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www.HeidtDesign.com

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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

SIGNING, PAVEMENT MARKING & SIDEWALK PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: SPM
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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DATE:
LICENSE NO. 50652

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GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

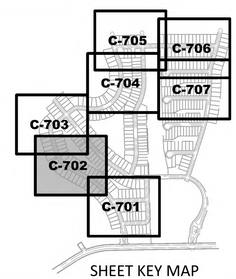
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SHEET KEY MAP

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www.HeidtDesign.com

CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B

SIGNING, PAVEMENT MARKING & SIDEWALK PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	SPM
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

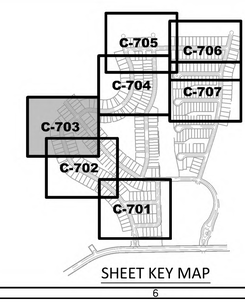
SIDEWALK LEGEND

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TO BE INSTALLED BY INDIVIDUAL HOUSE CONTRACTOR

PROPOSED CONCRETE SIDEWALK
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SHEET KEY MAP

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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

SIGNING, PAVEMENT MARKING & SIDEWALK PLAN

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	SPM
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

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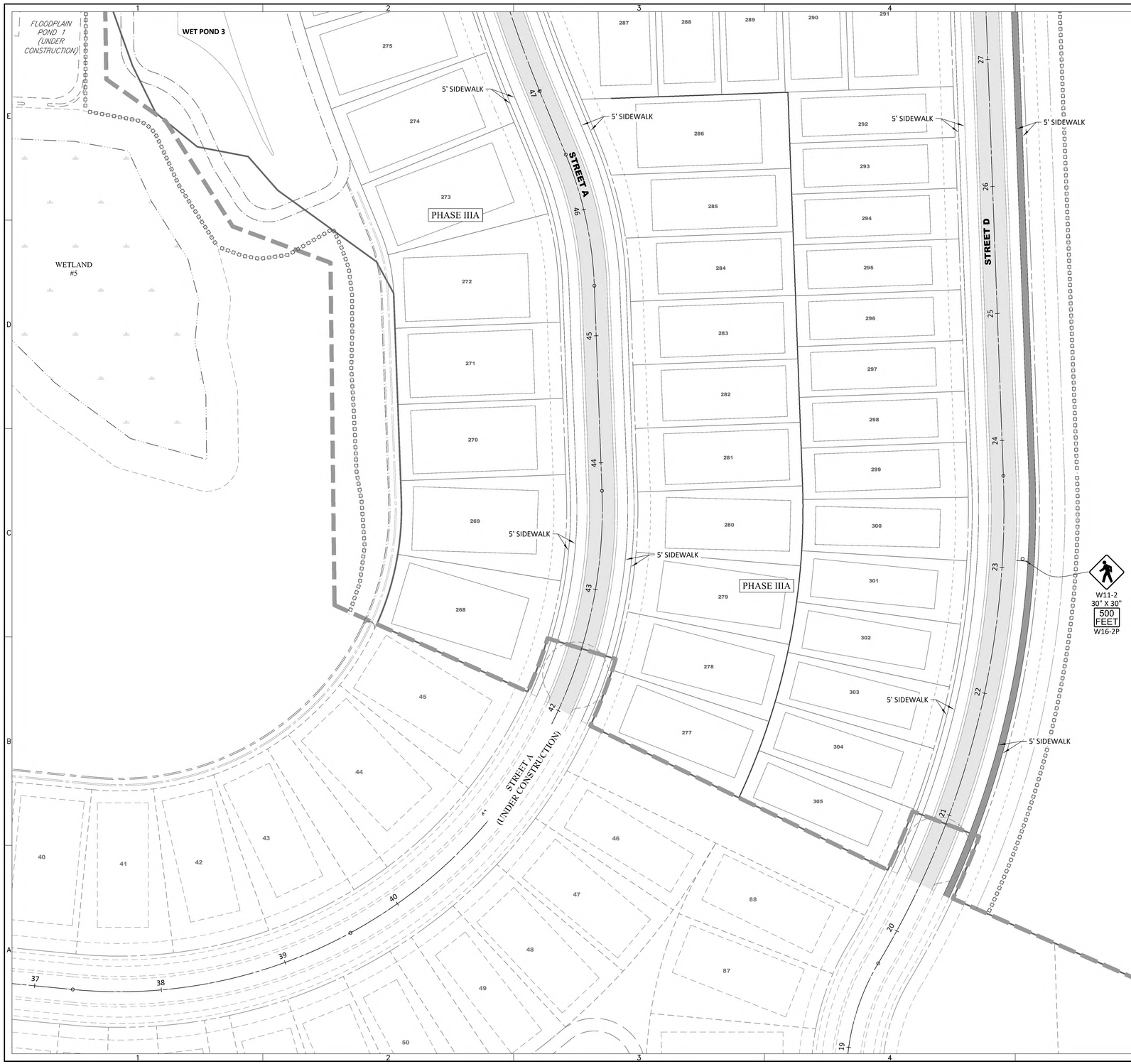
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CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

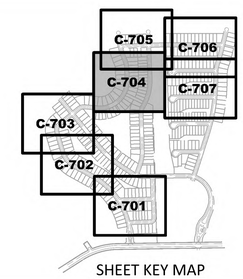
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SIGNING, PAVEMENT MARKING & SIDEWALK PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION

DATE	REVIEW SUBMITTAL DESCRIPTION
02/20/2023	

PROJECT NO:	KGA-CD-1031
FILE:	SPM
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA PROFESSIONAL ENGINEER

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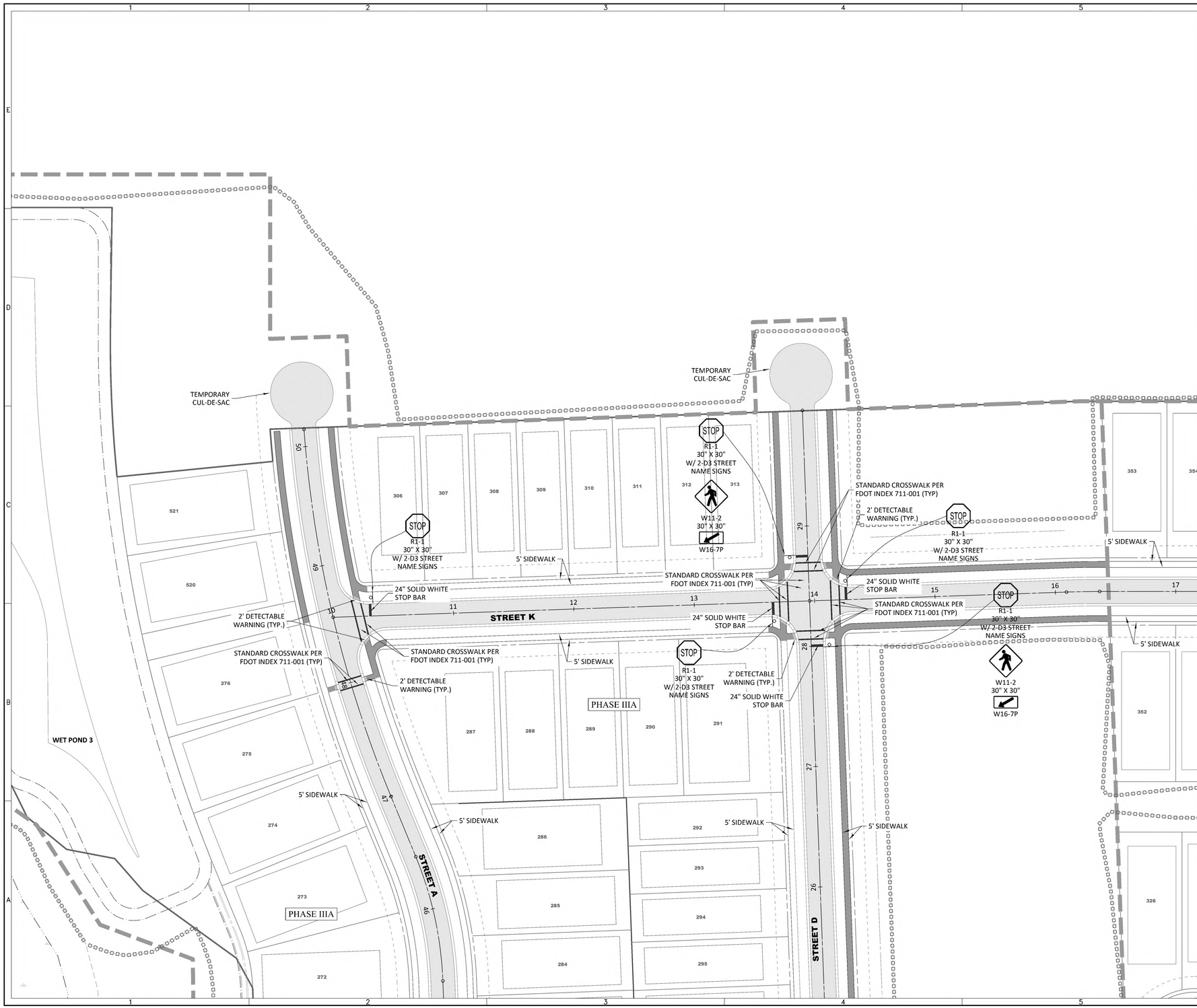
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0 40 80

GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

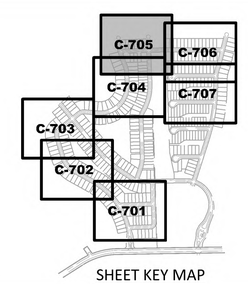
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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

SIGNING, PAVEMENT MARKING & SIDEWALK PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: SPM
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA PROFESSIONAL ENGINEER

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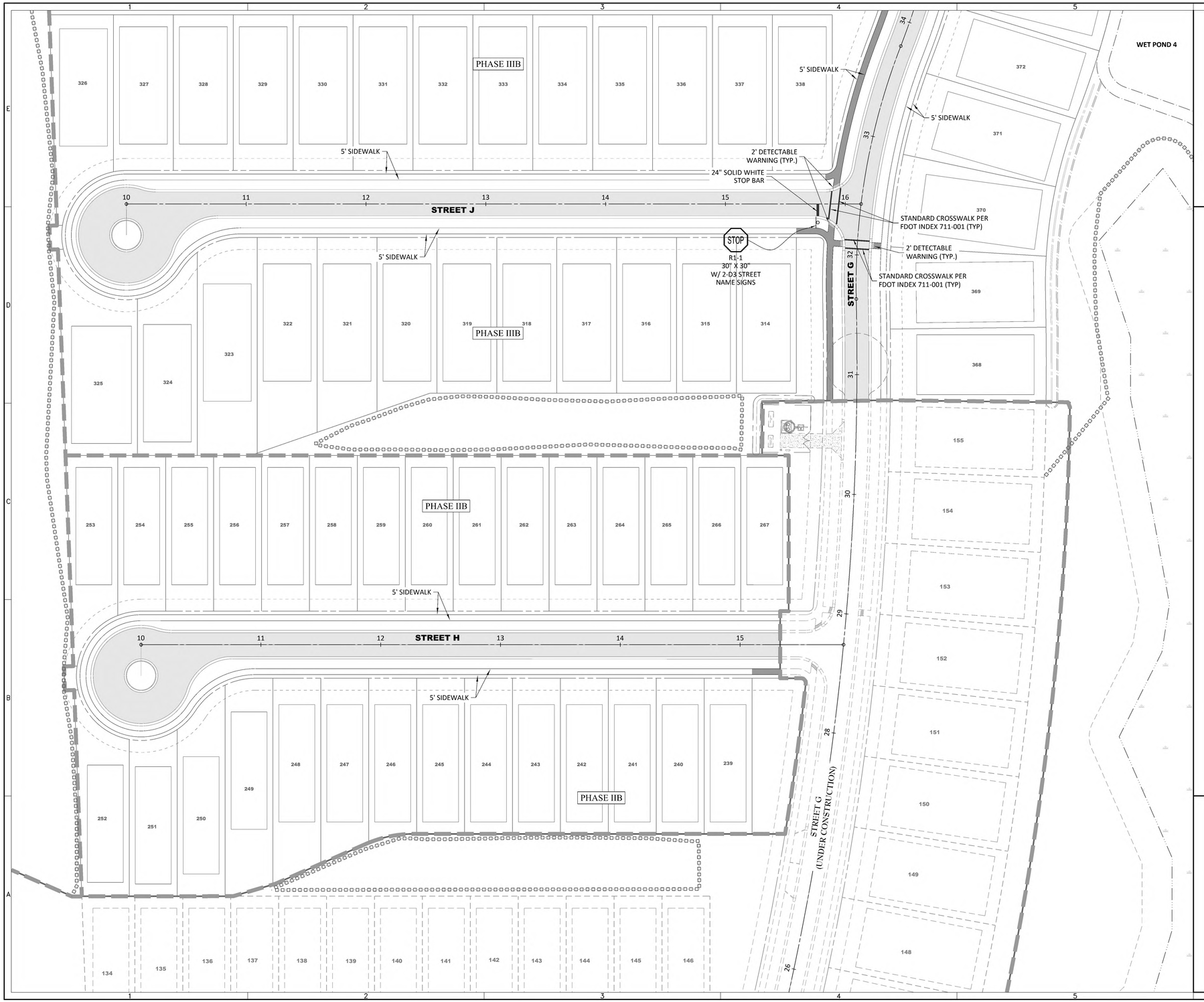
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GRAPHIC SCALE: 1" = 40'

ELEVATIONS BASED ON:
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CONVERSION:
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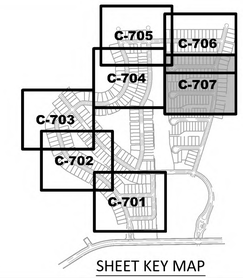
SIDEWALK LEGEND

PROPOSED CONCRETE SIDEWALK TO BE INSTALLED BY INDIVIDUAL HOUSE CONTRACTOR

PROPOSED CONCRETE SIDEWALK TO BE INSTALLED BY SITE DEVELOPER

SIDEWALK NOTES:

1. SIDEWALK INDICATED AS INSTALLED BY DEVELOPER SHALL BE COMPLETED PRIOR TO FINAL INFRASTRUCTURE INSPECTION OR SHALL BE SUBJECT TO COVERAGE UNDER A PERFORMANCE GUARANTEE.
2. SIDEWALKS INSTALLED BY BUILDERS SHALL BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY OF ITS CORRESPONDING DWELLING UNIT.
3. ALL SIDEWALKS SHALL BE 6" THICK WHERE SIDEWALK IS CROSSED BY A DRIVEWAY.
4. SIDEWALK DETECTABLE WARNING SURFACES SHALL BE ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL.



SHEET KEY MAP

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Transportation Engineering
Ecological Services • Landscape Architecture
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Landscape Architecture Certificate of Authorization No. LC26000405
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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

SIGNING, PAVEMENT MARKING & SIDEWALK PLAN

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION

DATE	REVIEW SUBMITTAL DESCRIPTION
02/20/2023	

PROJECT NO:	KGA-CD-1031
FILE:	SPM
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

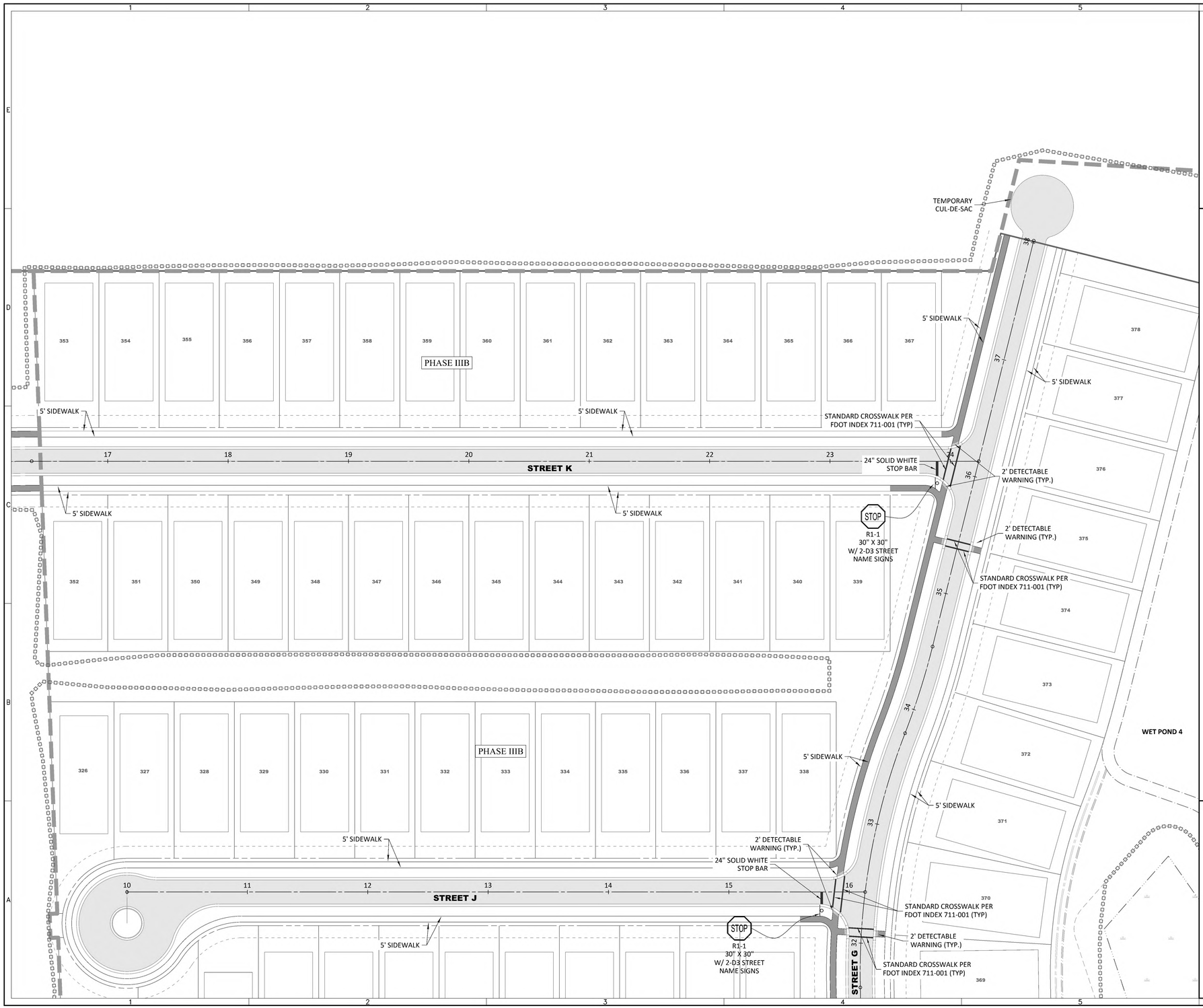
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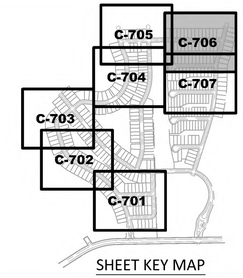
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SHEET KEY MAP

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CRESWIND DELAND PHASE 2A, 2B, 3A & 3B

SIGNING, PAVEMENT MARKING & SIDEWALK PLAN

PREPARED FOR: KH CW DELAND LLC

DESCRIPTION	DATE

DESCRIPTION	DATE
REVIEW SUBMITTAL	02/20/2023

PROJECT NO:	KGA-CD-1031
FILE:	SPM
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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SPECIFICATIONS FOR DESIGN AND INSTALLATION
OF TRAFFIC CONTROL DEVICES ON COUNTY ROADS

1) PURPOSE:

THESE SPECIFICATIONS HAVE BEEN DEVELOPED TO PROVIDE DEVELOPERS WITH A UNIFORM SYSTEM FOR INSTALLATION OF TRAFFIC CONTROL DEVICES ON THE COUNTY ROAD SYSTEM. A UNIFORM SYSTEM PROVIDES FOR REDUCED MAINTENANCE COSTS AND A HIGH STANDARD OF VISIBILITY FOR DRIVERS. ALL REQUIRED TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BY THE DEVELOPER OF THE PROJECT.

2) FLORIDA STATE STATUTE 316.0745:

2.1) ANY AND ALL TRAFFIC CONTROL DEVICES INSTALLED ON THE COUNTY ROAD SYSTEM SHALL CONFORM TO FLORIDA STATE STATUTE 316.0745, UNIFORM SIGNALS AND DEVICES.
2.2) THIS STATUTE REQUIRES THAT ALL DEVICES CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATIONS. THE FDOT HAS ADOPTED THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS THE STANDARDS TO BE USED IN THE STATE OF FLORIDA.

3) PAVEMENT MARKINGS:

3.1) ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR PREFORMED TAPES; RAISED PAVEMENT MARKERS SHALL BE CLASS "B".
3.2) PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS SHALL BE INSTALLED ON ALL ROADS CLASSIFIED OTHER THAN RESIDENTIAL WITH AN ADT GREATER THAN 500 VEHICLES, OR IF OTHER CONDITIONS EXIST THAT REQUIRE PAVEMENT MARKINGS, (SEE M.U.T.C.D. SECTION 3B-1).

4) TRAFFIC CONTROL SIGNS:

4.1) ALL SIGN BLANKS SHALL BE OF A TYPE CURRENTLY CERTIFIED BY THE FDOT FOR USE IN THE STATE OF FLORIDA.
4.2) ALL SIGN FACES SHALL BE HIGH INTENSITY PRISMATIC GRADE AND OF A TYPE CURRENTLY CERTIFIED BY THE FDOT FOR USE IN THE STATE OF FLORIDA.
4.3) ALL SIGNS SHALL BE NO LESS THAN THE STANDARD SIZE AS SPECIFIED BY THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. NO MINIMUM SIZE SIGNING SHALL BE ACCEPTED. LARGER SIGNS SHALL BE USED WHEN REQUIRED BY DESIGN SPEED, ETC.
4.4) STREET NAME SIGNS SHALL BE 9" ON COLLECTOR AND ARTERIAL ROADS. 9" SIGNS SHALL HAVE 6" SERIES B LETTERS. ALL STREET NAME SIGNS ON PRIVATE ROADS SHALL BE STANDARD D3 STREET NAME SIGNS WITH THE COLORS REVERSED. WHITE BACKGROUND WITH GREEN LETTERS AND BORDER. AT INTERSECTIONS WITH COUNTY MAINTAINED ROADS, THE COUNTY MAINTAINED ROAD SHALL BE GREEN BACKGROUND WITH WHITE LETTERS AND BORDER. STREET NAME SIGN BRACKETS FOR 6" SIGNS 30" LONG OR LESS, OR 9" SIGNS 24" LONG OR LESS, SHALL HAVE A 5 INCH BLADE OR CROSS. ALL OTHER STREET NAME SIGNS SHALL BE MOUNTED WITH BRACKETS WITH A 12 INCH BLADE OR 8 INCH CROSS. ALL STREET NAME SIGN BRACKETS SHALL BE SUPPLIED WITH BOLTS, SET SCREWS WILL NOT BE ACCEPTED.
4.5) ON ROADS TO BE MAINTAINED BY VOLUSIA COUNTY, ALL SIGNS OTHER THAN STREET NAMES SHALL BE DATE CODED WITH A YELLOW REFLECTIVE LABEL AFFIXED TO THE BACK OF THE SIGN. IT WILL BE PUNCHED TO SHOW MONTH, DAY AND YEAR OF INSTALLATION (SEE SAMPLE LABEL). ALTERNATE LABEL DESIGNS PROVIDING THE DATE CODE INFORMATION MAY BE USED IF A SAMPLE IS SUBMITTED AND APPROVED BY LAKE COUNTY PRIOR TO INSTALLATION.

SAMPLE LABEL: SIZE 2" X 4"

WARNING

REMOVAL OF, OR DEFACING ANY TRAFFIC CONTROL
DEVICE IS PUNISHABLE BY FINE AND/OR IMPRISONMENT
REPORT DAMAGE BY CALLING (727) 847-2411

INSTALLED

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10'S 20'S 30'S - 1 2 3 4 5 6 7 8 9

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4.6) ALL POST SYSTEMS, MOUNTING BRACKETS AND HARDWARE SHALL BE OF A TYPE CURRENTLY IN USE BY THE LAKE COUNTY PUBLIC WORKS DEPARTMENT AND CURRENTLY CERTIFIED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR USE IN THE STATE OF FLORIDA. ALTERNATIVE SYSTEMS, ETC., SHALL ONLY BE USED IF APPROVED BY THE COUNTY ENGINEER.

5) CERTIFICATION OF MATERIALS:

5.1) ALL TRAFFIC CONTROL DEVICES AND MATERIALS SHALL BE ON THE CURRENT FDOT APPROVED PRODUCTS LIST. PROOF OF CERTIFICATION IS REQUIRED FOR ALL TRAFFIC CONTROL DEVICES.
5.2) A TRAFFIC CONTROL DEVICES SUBMITTAL DATA FORM SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION OF ANY TRAFFIC CONTROL DEVICE. NO TRAFFIC CONTROL DEVICE SHALL BE INSTALLED UNTIL THE CERTIFICATION SUBMITTAL HAS BEEN APPROVED BY THE TRAFFIC OPERATIONS DIVISION. THESE FORMS ARE AVAILABLE FROM THE TRAFFIC OPERATIONS DIVISION. COPIES OF THE APPROVED TRAFFIC CONTROL DEVICES SUBMITTAL DATA FORM SHALL BE SENT TO THE CONTRACTOR AND THE ENGINEERING INSPECTIONS DIVISION.

6) TRAFFIC CONTROL DEVICES PLAN:

6.1) A DETAILED SET OF PLANS FOR REQUIRED TRAFFIC CONTROL DEVICES SHALL BE SUBMITTED FOR ALL ROAD CONSTRUCTION, SITE DEVELOPMENT, SUBDIVISION, AND RIGHT-OF-WAY USE PERMITS. THESE PLANS SHALL BE IN CONFORMANCE WITH FDOT DESIGN STANDARDS. ALL PLANS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA.
6.2) WITH THE SUBMITTAL OF FINAL PLANS TO THE DEVELOPMENT REVIEW DIVISION, TWO ADDITIONAL SETS OF THE TRAFFIC CONTROL PLAN PORTION OF THE ENTIRE PLAN SHALL BE SUBMITTED. THESE TWO SETS WILL BE FORWARDED TO THE TRAFFIC OPERATIONS DIVISION.

7) COST ESTIMATE:

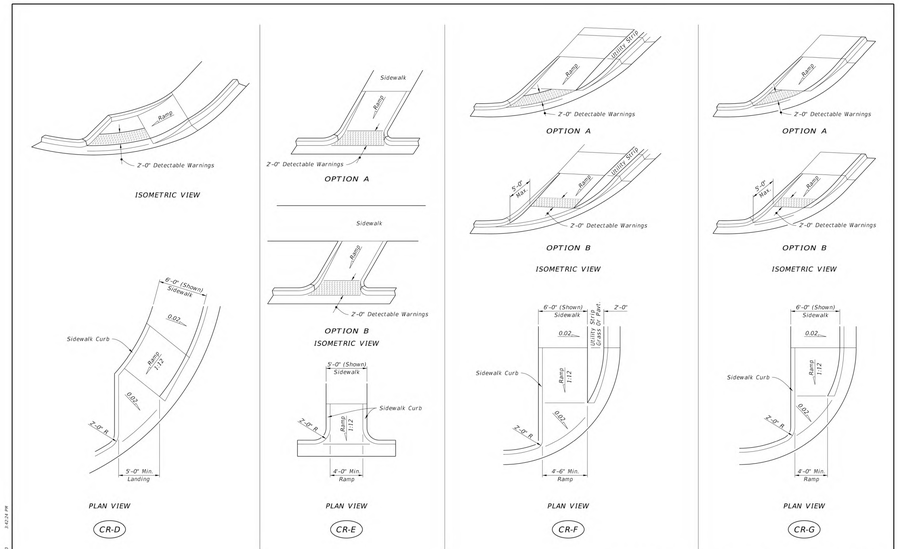
AN ENGINEER'S COST ESTIMATE SHALL BE REQUIRED FOR ALL PROPOSED TRAFFIC CONTROL DEVICES. THE ESTIMATE SHALL BE PROVIDED IN CONJUNCTION WITH THE TRAFFIC CONTROL DEVICES SUBMITTAL DATA FORM (SEE SECTION 5.2).

8) INSPECTION AND ACCEPTANCE:

8.1) UPON COMPLETION OF THE INSTALLATION OF THE TRAFFIC CONTROL DEVICES, THE CONTRACTOR SHALL CALL THE ENGINEERING INSPECTIONS DIVISION FOR AN INSPECTION AT LAKE COUNTY ROAD OPERATIONS.
8.2) THE INSPECTION SHALL BE MADE BY THE ENGINEERING INSPECTION DIVISION WITHIN 48 HOURS (TWO WORKING DAYS) OF THE REQUEST.
8.3) AN INSPECTION REPORT SHALL BE MADE BY THE ENGINEERING INSPECTIONS DIVISION. COPIES OF THE REPORT SHALL BE SENT TO THE ENGINEER AND THE DEVELOPER.
8.4) NO ROADWAY SHALL BE OPEN TO THE PUBLIC UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN INSPECTED AND ACCEPTED BY VOLUSIA COUNTY.

SPECIFICATIONS FOR DESIGN AND INSTALLATION
OF TRAFFIC CONTROL DEVICES ON NON-COUNTY ROADS

1. ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN CONFORMANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
2. STREET NAME SIGNS SHALL BE 6" ON LOCAL ROADS AND 9" ON COLLECTOR AND ARTERIAL ROADS. SIX-INCH SIGNS SHALL HAVE 4" SERIES C LETTERS AND 9" SIGNS SHALL HAVE 6" SERIES B LETTERS. ALL STREET NAME SIGNS ON PRIVATE STREETS (NON-COUNTY MAINTAINED) SHALL BE STANDARD D3 STREET NAMES WITH THE COLORS REVERSED, WHITE BACKGROUND WITH GREEN LETTERS AND BORDER. AT INTERSECTIONS WITH COUNTY MAINTAINED ROADS, THE COUNTY MAINTAINED ROAD SHALL BE GREEN BACKGROUND WITH WHITE LETTERS.
3. CONTRACTOR MUST CONTACT ENGINEER OF RECORD PRIOR TO ORDERING STREET NAME SIGNS. APPROVED STREET NAMES CANNOT BE DETERMINED UNTIL RECORDING OF THE PLAT.
4. EXISTING STRIPING AND OTHER PAVEMENT MARKINGS TO BE REMOVED SHALL BE DONE AS NECESSARY BY HYDROBLASTING. GRINDING IS NOT PERMITTED.

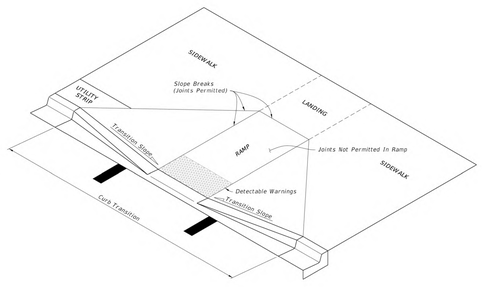


SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 4 of 7

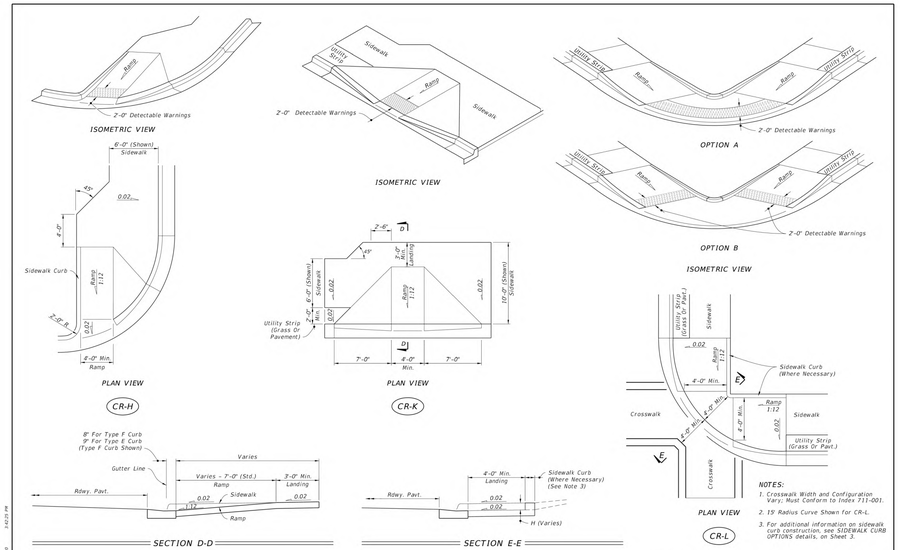
GENERAL NOTES:

1. Cross Slopes and Grades:
   A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
   A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   A. Install detectable warnings in accordance with Specification 527.
   B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.



CURB RAMP NOMENCLATURE

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 7



NOTES:
1. Crosswalk Width and Configuration Vary; Must Conform to Index 711-001.
2. 15' Radius Curve Shown for CR-L.
3. For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details, on Sheet 3.

SIDEWALK CURB RAMPS CR-H, CR-K & CR-L

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 5 of 7

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PHASE 2A, 2B, 3A & 3B

SIGNING, PAVEMENT MARKING & SIDEWALK NOTES

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	SPM
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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STORM WATER POLLUTION PREVENTION PLAN

CONTAINED IN THESE PLANS AND WITHIN THE FOLLOWING NOTES IS A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TEMPLATE WHICH HAS BEEN DEVELOPED BY HEIDT DESIGN, LLC. CONTRACTOR IS RESPONSIBLE FOR COMPLETING, IMPLEMENTING AND MAINTAINING THE SWPPP THROUGHOUT CONSTRUCTION.

THE FOLLOWING ENTITIES ARE IDENTIFIED AS TEAM MEMBERS OF "SWPPP": HEIDT DESIGN, LLC, THE DEVELOPER AS IDENTIFIED IN THE TITLE BOX OF THESE PLANS, AND THE SITE CONTRACTOR AND HIS SUB-CONTRACTORS. EACH TEAM MEMBER HAS SPECIFIC RESPONSIBILITIES AND OBLIGATIONS. IN GENERAL, ALL TEAM MEMBERS, WITH REGARD TO THEIR INVOLVEMENT AND RESPONSIBILITIES ON THE PROJECT, ARE TO IMPLEMENT ALL NECESSARY STORM WATER MANAGEMENT CONTROLS TO ASSURE COMPLIANCE WITH THE NPDES GENERIC PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMIT, THE APPLICABLE LOCAL GOVERNING AGENCY (I.E. HILLSBOROUGH COUNTY, PASCO COUNTY, CITY OF TAMPA, ETC.) AND THE GUIDELINES LISTED IN THE SWPPP. THE DUTIES AND RESPONSIBILITIES OF THE TEAM MEMBERS AS THEY PERTAIN TO THE SWPPP ARE AS FOLLOWS:

HEIDT DESIGN, LLC:

A. DEVELOP SWPPP SITE MAP AND GUIDELINES INCLUDING, BUT NOT LIMITED TO, RETENTION/DETENTION PONDS, CONTROL STRUCTURES, EROSION CONTROL METHODS AND LOCATIONS AND STABILIZATION CRITERIA. THIS DESIGN IS INCLUDED WITHIN THESE CONSTRUCTION PLANS AND THE FOLLOWING NOTES AND INSTRUCTIONS.

B. SUBMIT AND OBTAIN THE NECESSARY DESIGN RELATED STORM WATER PERMITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND OTHER APPLICABLE GOVERNMENTAL BODIES.

C. UPON NOTIFICATION BY THE DEVELOPER OF HIS INTENT TO COMMENCE CONSTRUCTION, SUBMIT A NOTICE OF INTENT TO THE FDEP ON BEHALF OF THE DEVELOPER AND COPY THE CONTRACTOR INCLUDING SWPPP CERTIFICATION AND COPY OF THE PERMIT.

D. SUBMIT TO SWFWMD AND THE OPERATOR OF THE MUNICIPAL SEPARATE STORM WATER SYSTEM, IF APPLICABLE, A LETTER OF CONSTRUCTION COMMENCEMENT.

CONTRACTOR:

A. DEVELOP, IMPLEMENT AND MAINTAIN A SITE SPECIFIC SWPPP IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S (FDEP) "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM" (NPDES) GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. THE TEMPLATE CONTAINED IN THESE PLANS SHALL BE USED AS A GUIDELINE TO COMPLETE THE SWPPP. SEE SECTION 4.7 OF THE NPDES GENERIC PERMIT FOR ITEMS THAT NEED TO BE ADDED TO THE PROVIDED TEMPLATE TO MEET THE REQUIREMENTS OF A SWPPP.

B. SIGN AND RETURN TO HEIDT A CONTRACTORS CERTIFICATION FORM CERTIFYING YOUR UNDERSTANDING OF AND WILLINGNESS TO COMPLY WITH THE STORM WATER POLLUTION PREVENTION PLAN NO LATER THAN 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALSO, EACH SUBCONTRACTOR AFFECTED BY THE SWPPP MUST CERTIFY TO THE CONTRACTOR THAT THEY UNDERSTAND AND SHALL COMPLY WITH THE NPDES PERMIT AND SWPPP. A RECORD OF THESE CERTIFICATIONS SHALL BE MAINTAINED BY THE CONTRACTOR ON SITE.

C. DURING CONSTRUCTION, ASSURE COMPLIANCE WITH THE DESIGNED STORM WATER POLLUTION PREVENTION PLAN GUIDELINES AND THE NPDES GENERIC PERMIT FOR STORM WATER DISCHARGES FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES.

D. MAINTAIN A COPY OF THE CONSTRUCTION PLANS, WHICH INCLUDE THE STORM WATER POLLUTION PREVENTION PLAN, THE NOI, AND ALL INSPECTION REPORTS AND CERTIFICATIONS ON SITE. DEVELOP A SITE SPECIFIC SWPPP NARRATIVE TO IDENTIFY CONSTRUCTION MEANS AND METHODS AND LIST SUB-CONTRACTORS.

E. UNDERTAKE ALL REASONABLE BEST MANAGEMENT PRACTICES (BMP'S) TO ASSURE THAT SILTED OR OTHERWISE POLLUTED STORM WATER IS NOT ALLOWED TO DISCHARGE FROM THE SITE DURING ALL PHASES OF CONSTRUCTION. STABILIZATION BMP'S THAT MAY BE USED INCLUDE:

TEMPORARY OR PERMANENT SEEDING, MULCHING, GEOTEXTILES, SODDING, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES AND PRESERVATION OF MATURE VEGETATION. STRUCTURAL EROSION AND SEDIMENT CONTROL BMP'S THAT MAY BE USED INCLUDE: STRAW BALE DIKES, SILT FENCES, EARTH DIKES, BRUSH BARRIERS, DRAINAGE SWALES, CHECK DAMS, SUBSURFACE DRAIN, PIPE SLOPE DRAIN, LEVEL SPREADERS, STORM DRAIN INLET PROTECTION, OUTLET PROTECTION, SEDIMENT TRAPS, AND TEMPORARY SEDIMENT BASINS. DETENTION PONDS MAY ALSO BE USED AS TEMPORARY SEDIMENT BASINS. ADDITIONAL BMP'S THAT MAY NEED TO BE IMPLEMENTED INCLUDE: PROVIDING PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER POTENTIALLY TOXIC MATERIALS. PROVIDING WASTE RECEPTACLES AT CONVENIENT LOCATIONS AND PROVIDING REGULAR COLLECTION OF WASTES, INCLUDING BUILDING MATERIAL WASTES. MINIMIZING OFF-SITE TRACKING OF SEDIMENTS. MAKING ADEQUATE PREPARATIONS, INCLUDING TRAINING AND EQUIPMENT TO CONTAIN SPILLS OF OIL AND HAZARDOUS MATERIALS. COMPLYING WITH APPLICABLE STATE OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS AND THE USE OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR ALLOWABLE NON-STORM WATER COMPONENTS OF DISCHARGE.

F. NOTIFY HEIDT DESIGN, LLC AND THE DEVELOPER IN WRITING OF ANY NON-STORM WATER POLLUTION SOURCES WHICH ARE BEING STORED, OR OTHERWISE USED DURING THE CONSTRUCTION OF THE PROJECT, I.E., FERTILIZERS, FUELS, PESTICIDES, OTHER CHEMICALS. THIS NOTIFICATION SHOULD BE ACCOMPANIED WITH THE CONTRACTOR'S DESIGN AND METHODS TO PREVENT POLLUTION RUN-OFF FROM THESE SOURCES.

G. DEVELOP A MAINTENANCE AND INSPECTION PLAN WHICH INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

THE SPECIFIC AREAS TO BE INSPECTED AND MAINTAINED THAT INCLUDES ALL THE DISTURBED AREAS AND MATERIAL STORAGE AREAS OF THE SITE.

1. THE EROSION AND SEDIMENT CONTROLS IDENTIFIED IN THE SWPPP TO BE MAINTAINED AND INSPECTED AND THOSE ADDITIONAL CONTROLS THAT THE CONTRACTOR DEEMS NECESSARY.
2. MAINTENANCE PROCEDURES.
3. THE PROCEDURE TO FOLLOW IF ADDITIONAL WORK IS REQUIRED OR WHOM TO CALL.
4. INSPECTIONS AND MAINTENANCE FORMS.
5. THE PERSONNEL ASSIGNED TO EACH TASK.

THE FOLLOWING SHALL BE INSPECTED A MINIMUM OF ONCE A WEEK OR WITHIN 24 HOURS AFTER 0.50 INCHES OF RAINFALL:

- STABILIZATION MEASURES (ONCE A MONTH IF FULLY STABILIZED).
- STRUCTURAL CONTROLS.
- DISCHARGE POINTS.
- CONSTRUCTION ENTRANCES AND EXITS.
- AREAS USED FOR STORAGE OF EXPOSED MATERIALS.

H. AN INSPECTION FORM SHALL BE COMPLETED FOR EACH INSPECTION. ANY PERMIT VIOLATIONS SHOULD BE NOTED AND CORRECTIVE MEASURES SHALL BE TAKEN NO LATER THAN 7 DAYS AFTER THE INSPECTION OCCURRED. IF REVISIONS TO THE SWPPP ARE NEEDED, A REPORT FORM FOR CHANGES IN THE SWPPP SHALL BE COMPLETED AND A COPY SENT TO HEIDT DESIGN, LLC. THE ORIGINAL SHALL BE KEPT ON-SITE AS DOCUMENTATION OF THE CHANGE. IF THE INSPECTION PASSES, A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE SWPPP AND THE NPDES PERMIT MUST BE SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE PRINCIPAL EXECUTIVE OFFICIAL OF THE OPERATOR OF THE SWPPP WITH ONE OF THE FOLLOWING QUALIFICATIONS:

1. HAS SUCCESSFULLY COMPLETED THE FLORIDA STORMWATER, EROSION AND SEDIMENT CONTROL INSPECTOR TRAINING PROGRAM.
2. SUCCESSFULLY COMPLETED A SIMILAR TRAINING PROGRAM.
3. HAS ENOUGH PRACTICAL ON THE JOB TRAINING TO BE QUALIFIED TO PERFORM THE INSPECTIONS.
4. RETAIN INSPECTION REPORTS AND CERTIFICATIONS FOR AT LEAST THREE YEARS.

I. SITE STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

J. RELEASES IN EXCESS OF REPORTABLE QUANTITIES.

1. THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORMWATER DISCHARGE(S) FROM A FACILITY OR ACTIVITY SHALL BE PREVENTED OR MINIMIZED IN ACCORDANCE WITH THE APPLICABLE STORMWATER POLLUTION PREVENTION PLAN FOR THE FACILITY OR ACTIVITY. THIS PERMIT DOES NOT RELIEVE THE OPERATOR OF THE REPORTING REQUIREMENTS OF 40 CFR PART 117 AND 40 CFR PART 302. WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABLISHED UNDER EITHER 40 CFR 117 OR 40 CFR 302, OCCURS DURING A 24 HOUR PERIOD:
2. THE OPERATOR IS REQUIRED TO NOTIFY THE STATE WARNING POINT (800-210-0519 OR 850-413-9911) AS SOON AS HE OR SHE HAS KNOWLEDGE OF THE DISCHARGE;

   a. THE OPERATOR SHALL SUBMIT WITHIN 14 CALENDAR DAYS OF KNOWLEDGE OF THE RELEASE A WRITTEN DESCRIPTION OF: THE RELEASE (INCLUDING THE TYPE AND ESTIMATE OF THE AMOUNT OF MATERIAL RELEASED), THE DATE THAT SUCH RELEASE OCCURRED, THE CIRCUMSTANCES LEADING TO THE RELEASE, AND REMEDIAL STEPS TO BE TAKEN, TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, NPDES STORMWATER SECTION, MAIL STATION 2500, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-2400; AND

   b. THE STORMWATER POLLUTION PREVENTION PLAN REQUIRED UNDER PART V OF THIS PERMIT MUST BE MODIFIED WITHIN 14 CALENDAR DAYS OF KNOWLEDGE OF THE RELEASE TO PROVIDE A DESCRIPTION OF THE RELEASE, THE CIRCUMSTANCES LEADING TO THE RELEASE, AND THE DATE OF THE RELEASE. IN ADDITION, THE PLAN MUST BE REVIEWED TO IDENTIFY MEASURES TO PREVENT THE REOCCURRENCE OF SUCH RELEASES AND TO RESPOND TO SUCH RELEASES, AND THE PLAN MUST BE MODIFIED WHERE APPROPRIATE.

3. THIS PERMIT DOES NOT AUTHORIZE THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL RESULTING FROM AN ON-SITE SPILL.

DEVELOPER:

A. NOTIFY HEIDT OF YOUR INTENT TO COMMENCE CONSTRUCTION. SIGN THE NOTICE OF INTENT FORM AS OPERATOR OF THE STORM WATER DISCHARGE FACILITY AND PERMITTEE AND RETURN TO HEIDT DESIGN, LLC.

B. SIGN A CERTIFICATION OF STORM WATER POLLUTION PREVENTION PLAN AND RETURN TO HEIDT DESIGN, LLC.

C. COMPLETE AND SUBMIT A NOTICE OF TERMINATION (NOT) AND CERTIFICATION. THE NOT SHALL BE SUBMITTED NO MORE THAN 14 DAYS AFTER;

1. COMPLETION OF THE PROJECT AND FINAL STABILIZATION OF THE SITE OR
2. WHEN RESPONSIBILITY FOR THE SITE HAS ENDED. FINAL STABILIZATION AS DEFINED BY EPA IS WHEN ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND A UNIFORM (E.G. EVENLY DISTRIBUTED, WITHOUT LARGE BARE AREAS) PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE NATIVE BACKGROUND VEGETATIVE COVER FOR THE AREA HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES. AS AN ALTERNATIVE, EQUIVALENT PERMANENT STABILIZATION MEASURES (SUCH AS RIPRAP, GABIONS, OR GEOTEXTILES) MAY BE EMPLOYED. THE CLIENT SHALL NOTIFY HEIDT DESIGN, LLC WHEN ONE OF THESE CRITERIA HAS BEEN MET.

PRE-DEVELOPED SITE INFORMATION:

TOTAL SITE ACREAGE: 82.79 AC ± (1)

LAND USE: TREE PLANTATION

VEGETATION: PINE TREES

RECEIVING WATERS OR MUNICIPAL SEPARATE STORM WATER SYSTEM: UNNAMED TRIBUTARY TO INTER-COASTAL WATERWAY

2 YEAR/24 HOUR RAINFALL DEPTH: 6"

SOIL TYPES: POTTSBURG, LEON, & RUTLEDGE SANDS

PROJECT INFORMATION:

1. PROJECT TYPE - SUBDIVISION
2. ANTICIPATED CONSTRUCTION SEQUENCE IS AS FOLLOWS:
   - COMPLETE EROSION CONTROL INSTALLATION
   - CLEARING AND GRUBBING
   - EARTHWORK ACTIVITIES
   - STORM WATER SYSTEM CONSTRUCTION
   - UTILITY CONSTRUCTION
   - BASE AND PAVEMENT CONSTRUCTION
   - FINAL STABILIZATION

THE BMP'S LISTED IN PART D OF THE CONTRACTOR SECTION OF THE SWPPP SHALL BE CONSIDERED DURING ALL PHASES OF CONSTRUCTION.

3. ANTICIPATED START DATE: 01/01/2024
4. ANTICIPATED COMPLETION DATE: 01/01/2026
5. TOTAL ACRES DISTURBED: 66.7 AC.
6. PRE-DEVELOPED "C" FACTOR: 0.20
7. POST-DEVELOPED "C" FACTOR: 0.4
8. THE STORM WATER MANAGEMENT SYSTEM, UPON COMPLETION OF CONSTRUCTION AND APPROPRIATE CERTIFICATION AND AS-BUILT SUBMITTALS WILL BE OPERATED AND MAINTAINED BY OWNER.
9. THE POTENTIAL SOURCE OF POLLUTION FROM THIS PROJECT IS ON-SITE DEVELOPMENT AND CONSTRUCTION ACTIVITY.

POND/LAKE EXCAVATION NOTE:

NO EXCAVATION SHALL EXTEND BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS, UNLESS ADDITIONAL TESTING SUPPORTS OTHERWISE AND THE ENGINEER OF RECORD HAS RECEIVED WRITTEN PERMISSION/APPROVAL FROM THE WATER MANAGEMENT DISTRICT AND LOCAL AGENCY HAVING JURISDICTION. NO LOWER SEMI-CONFINING UNIT CLAYEY SOIL MATERIAL AND/OR NO LIMESTONE MATERIALS SHALL BE EXCAVATED, REGARDLESS IF THESE MATERIALS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS. IF ANY LOWER SEMI-CONFINING UNIT CLAYEY SOIL MATERIALS OR LIMESTONE MATERIALS ARE ENCOUNTERED ABOVE THE PERMITTED DEPTHS/ELEVATIONS, THEN EXCAVATION OPERATIONS SHALL CEASE IN THE GENERAL AREA AND THE ENGINEER OF RECORD AND GEOTECHNICAL CONSULTANT SHALL BE NOTIFIED IMMEDIATELY.

NO TEMPORARY DEWATERING DITCHES OR SUMPS (FOR POND EXCAVATION) SHALL EXTEND BELOW THE PERMITTED DESIGN DEPTHS SHOWN ON THE DRAWINGS. IF ANY LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS OR LIMESTONE MATERIALS ARE ENCOUNTERED ABOVE THE PERMITTED EXCAVATION DEPTHS, THEN EXCAVATION OPERATIONS IN THAT POND AREA SHALL IMMEDIATELY CEASE IN THE GENERAL AREA, AND THE PROJECT GEOTECHNICAL CONSULTANT SHALL BE NOTIFIED TO PROVIDE SUBSEQUENT EVALUATIONS/RECOMMENDATIONS, AS APPROPRIATE, WHICH SHALL BE IMPLEMENTED BY THE CONTRACTOR.

ANY SIGNIFICANT UNSTABLE BOTTOM AREAS DISCOVERED OR CREATED, AND ANY SIGNIFICANT BOTTOM BOILS, SHALL BE DOCUMENTED/REPORTED BY THE CONTRACTOR AND THEN REPAIRED/IMPROVED BY THE CONTRACTOR, AS DIRECTED BY THE CIVIL AND GEOTECHNICAL CONSULTANTS, PRIOR TO OBTAINING FINAL POND ACCEPTANCE. ALL POND EXCAVATION OPERATIONS BY THE CONTRACTOR SHALL BE COORDINATED WITH A SENIOR FIELD TECHNICIAN WORKING DIRECTLY FOR THE PROJECT CIVIL AND GEOTECHNICAL CONSULTANTS.

OWNER'S INSTRUCTIONS FOR MAINTENANCE AND INSPECTION OF STORMWATER FACILITIES

THE ENTIRE STORMWATER SYSTEM SHOULD BE INSPECTED ON AT LEAST A SEMI-ANNUAL BASIS. THIS SHOULD INCLUDE A VISUAL INSPECTION OF THE POND, POND BANKS, BLEED-DOWN ORIFICES, OTHER CONTROL STRUCTURES, AND DISCHARGE PIPES. THESE SHOULD BE KEPT FREE OF DEBRIS AND CLEANED ON A FREQUENCY AS REQUIRED TO KEEP THEM FUNCTIONAL, AS DESIGNED. MOWING/CLEARING AROUND THE STRUCTURES MAY BE REQUIRED TO PREVENT VEGETATION FROM CLOGGING THEM.

WETLAND PLANTS, IF INTENTIONALLY INSTALLED, SHOULD BE MONITORED AND MAINTAINED AS REQUIRED ON THE APPROVED CONSTRUCTION PLANS. AREAS OF LITTORAL SHELVING, WHICH ARE REQUIRED TO BE VEGETATED BUT NOT INTENTIONALLY PLANTED, SHOULD NOT BE CLEARED OF THE WETLAND PLANTS. THESE AREAS SHOULD HAVE AS HIGH A PLANT COVERAGE AS POSSIBLE, FOR MAXIMUM WATER FILTRATION.

SEDIMENT SUMPS, IF DESIGNED AND INSTALLED, SHOULD HAVE SEDIMENT REMOVED AS NECESSARY TO ALLOW THEM TO EFFICIENTLY REMOVE SUSPENDED PARTICLES. THEY SHOULD BE RE-DUG TO THE ORIGINAL DESIGN SPECIFICATIONS, IF SILTED IN.

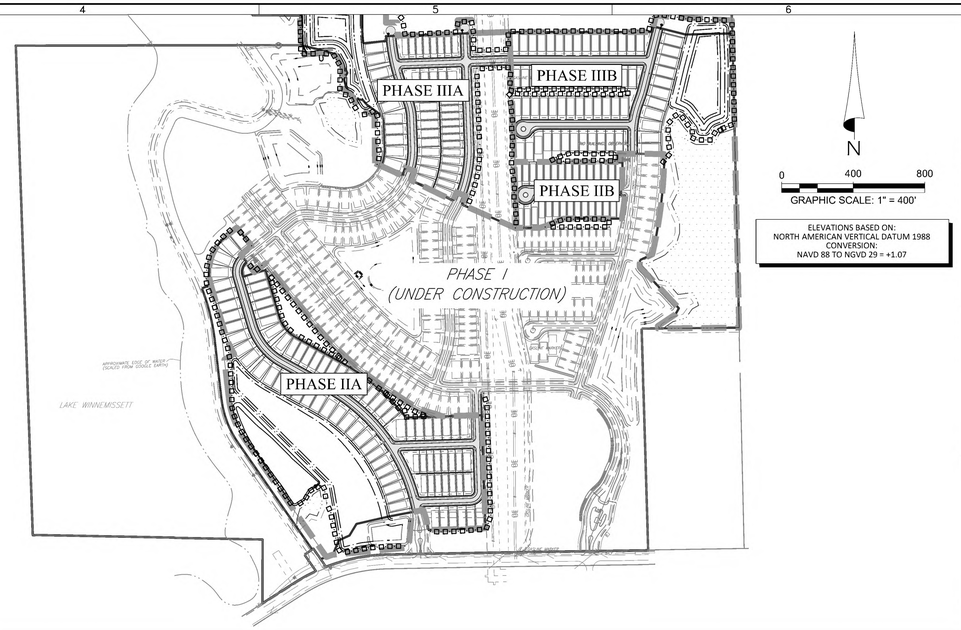
FOR PERCOLATION TREATMENT PONDS/SWALES, THE OWNER OF THE FACILITY SHALL INSPECT THE POND BOTTOM PERIODICALLY AFTER HEAVY RAINFALL EVENTS TO CHECK FOR PERSISTENT PONDING OR POOLING OF WATER. ALL LARGE DEBRIS SHALL BE REMOVED AND DISPOSED OF ELSEWHERE. IF PROLONGED PONDING PERSISTS, I.E., IN EXCESS OF 72 HOURS, THE OWNER SHALL RAKE OR SCARIFY THE SURFACE. IF REQUIRED, THE SOIL IN THE AREA OF PONDING SHALL BE REMOVED AND REPLACED WITH CLEAN SANDY, NON-COHESIVE SOILS.

PLEASE CHECK THE CONSTRUCTION PLANS TO SEE IF WRITTEN REPORTS ON MONITORING OR PLANT SURVIVAL RATES ARE REQUIRED TO BE SENT TO ANY REVIEWING AGENCIES. WRITTEN NOTES SHOULD ALWAYS BE KEPT WHICH DESCRIBE MAINTENANCE ACTIVITIES UNDERTAKEN DURING EACH INSPECTION.

SPECIFIC CONDITIONS OF ALL PERMITS MAY REQUIRE ADDITIONAL MAINTENANCE ACTIVITIES ABOVE AND BEYOND THOSE OUTLINED ABOVE. PLEASE BE AWARE OF ALL PERMIT CONDITIONS AS ISSUED BY REGULATORY AGENCIES TO ENSURE PERMIT COMPLIANCE.

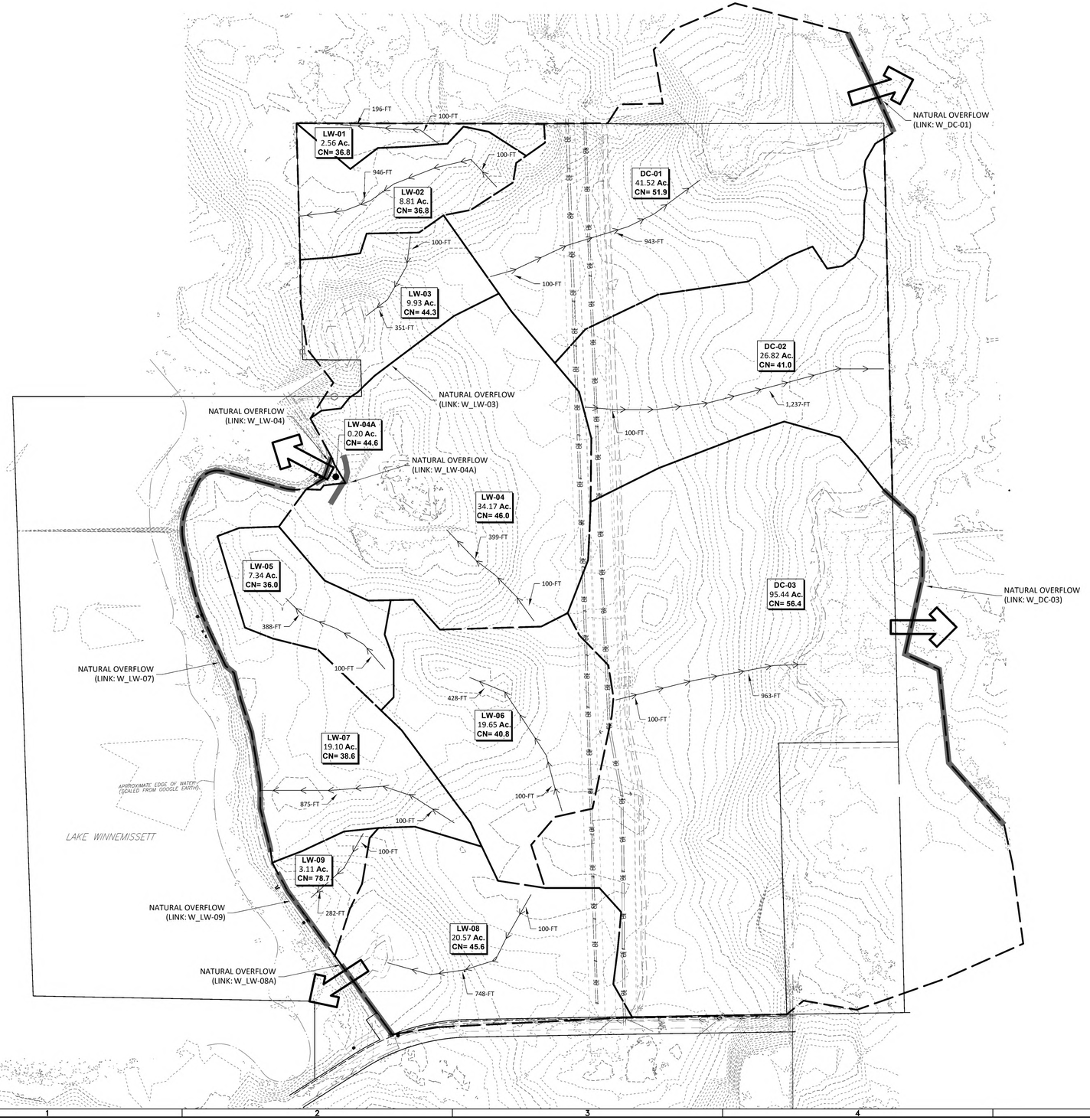
WETLAND NOTES:

THERE ARE NO WETLAND IMPACTS PROPOSED AND THEREFORE, NO MITIGATION REQUIRED.



GENERAL EROSION AND TURBIDITY CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION AND TURBIDITY CONTROLS AND THE QUALITY AND QUANTITY OF DISCHARGES TO OFFSITE OR WETLANDS.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR HAVING A DEWATERING PLAN AND TURBIDITY CONTROL PLAN APPROVED BY THE APPLICABLE REVIEWING AGENCIES. REFER TO THE PROJECT'S PERMIT APPROVALS AND PERMIT CONDITIONS FOR AGENCIES REQUIRING SUCH REVIEW AND APPROVAL. QUESTIONS CONCERNING APPROPRIATE TECHNIQUES SHOULD BE ADDRESSED TO THOSE AGENCIES AND/OR DISCUSSED WITH THE PROJECT ENGINEER AND OWNER.
3. THE APPROPRIATE TURBIDITY AND EROSION CONTROL METHODOLOGIES SELECTED BY THE CONTRACTOR FOR THIS PROJECT SHOULD BE MADE FOLLOWING ASSESSMENT OF THE PLANS AND PROJECT SITE SPECIFIC FACTORS AND AFTER CONSULTATIONS, AS NEEDED, WITH THE PROJECT ENGINEER AND APPROPRIATE AGENCIES. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY PERMITS FOR SUCH ACTIVITY; SEVERAL FACTORS TO CONSIDER ARE LISTED BELOW:
   A. CLAY CONTENT IN EXCAVATED MATERIALS AND/OR PERMEABILITY RATES
   B. DEPTH OF CUT IN PONDS, TRENCHES, OR UTILITY LINES
   C. AMBIENT GROUND WATER LEVELS
   D. ACTUAL RAINFALL AMOUNTS AND TIME OF YEAR RELATIVE TO NORMAL RAINY SEASON
   E. PROXIMITY TO WETLANDS, WATER BODIES OR OFFSITE PROPERTIES
   F. 'CLASS' DESIGNATION OF RECEIVING WATER BODIES (I.E., OUTSTANDING FLORIDA WATERS, SHELLFISH HARVESTING AREAS, ETC.)
   G. DENSITY, TYPE, AND PROXIMITY OF UPLAND VEGETATION TO BE RETAINED DURING CONSTRUCTION (FOR USE AS POSSIBLE FILTRATION AREAS)
   H. FILL HEIGHT RELATIVE TO NATURAL GRADE AND LENGTH AND STEEPNESS OF THE PROPOSED SLOPES
   I. EXISTING TOPOGRAPHY AND DIRECTIONS OF SURFACE FLOW
   J. TYPE OF EQUIPMENT USED
   K. PROJECT TYPE
   L. DURATION OF CONSTRUCTION ACTIVITIES
   M. SEPARATION DISTANCE OF ONSITE PONDS
   N. AMBIENT QUALITY OF SURFACE AND GROUNDWATER
   O. TEMPORARY STOCKPILE LOCATIONS AND HEIGHTS
4. AT THE ONSET OF CONSTRUCTION, THE CONTRACTOR, AS THE PARTY RESPONSIBLE FOR IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL PLAN, SHALL ASSESS THE ABOVE DESCRIBED CONDITIONS AND FACTORS WITH RESPECT TO RELATIVE COST EFFECTIVENESS AND SELECT THE APPROPRIATE METHODS OF PROTECTION. A FAIRLY EXTENSIVE LIST OF TECHNIQUES ARE PRESENTED BELOW BUT IT MUST BE STRESSED THAT ANY OR ALL OF THE FOLLOWING MAY BE NECESSARY TO MAINTAIN WATER QUALITY AND QUANTITY STANDARDS. THE CONSTRUCTION SEQUENCING SHOULD BE THOUGHT OUT IN ADVANCE OF INITIATION TO PROVIDE ADEQUATE PROTECTION OF WATER QUALITY.
5. DISCHARGES WHICH EXCEED 29 N.T.U.'S OVER THE BACKGROUND LEVELS ARE IN VIOLATION OF STATE WATER QUALITY STANDARDS. DISCHARGES OF WATER QUANTITIES WHICH AFFECT OFFSITE PROPERTIES OR MAY DAMAGE WETLANDS ARE ALSO PROHIBITED BY REGULATING AGENCIES.
6. THE EROSION AND TURBIDITY CONTROL MEASURES SHOWN HEREON ARE THE MINIMUM REQUIRED FOR AGENCY APPROVAL. ADDITIONAL CONTROL AND MEASURES MAY BE REQUIRED DUE TO THE CONTRACTOR'S CONSTRUCTION SEQUENCE & UNFORESEEN WEATHER CONDITIONS. ANY ADDITIONAL MEASURES DEEMED NECESSARY BY THE SITE SUBCONTRACTOR SHALL BE INCLUDED IN THE LUMP SUM BID WITH NO EXTRAS FOR MATERIALS AND LABOR ALLOWED.
7. EROSION CONTROL SHALL BE INSTALLED PRIOR TO LAND CLEARING TO PROTECT WATER QUALITY AND TO IDENTIFY AREAS TO BE PROTECTED FROM CLEARING ACTIVITIES AND MAINTAINED FOR THE DURATION OF THE PROJECT UNTIL ALL SOIL IS STABILIZED.
8. FLOATING TURBIDITY BARRIERS SHALL BE IN PLACE IN FLOWING SYSTEMS OR IN OPEN WATER POND OR LAKE EDGES PRIOR TO INITIATION OF EARTHWORK AND MAINTAINED FOR THE DURATION OF THE PROJECT UNTIL ALL SOIL IS STABILIZED.
9. NO CLAY MATERIAL SHALL BE LEFT EXPOSED IN ANY STORMWATER STORAGE FACILITY. IF CLAY OR SANDY-CLAYS ARE ENCOUNTERED DURING STORMWATER STORAGE EXCAVATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND GEOTECHNICAL ENGINEER IMMEDIATELY BEFORE PROCEEDING WITH FURTHER EXCAVATION. IF THE ENGINEER OF RECORD HAS DETERMINED THAT SUCH SOILS ARE NON-CONFINING AND MUST BE EXCAVATED TO MEET PERMIT AND DESIGN CONDITIONS, EXCAVATION MAY PROCEED AFTER OBTAINING WRITTEN AUTHORIZATION FROM THE APPROPRIATE GOVERNING AGENCY. IF SAID SOILS ARE LEFT EXPOSED AT THE PERMITTED AND DESIGNED DEPTH, THE SITE SUBCONTRACTOR SHALL OVER-EXCAVATE THE POND'S BOTTOM AND SIDE SLOPES BY A MINIMUM OF TWELVE (12") INCHES AND BACKFILL WITH CLEAN SANDS TO HELP PREVENT SUSPENSION OF FINE PARTICLES IN THE WATER COLUMN.
10. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
11. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL MAY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS OR BALES TO PREVENT EROSION. FLOATING TURBIDITY CURTAINS SHOULD GENERALLY BE USED IN OPEN WATER SITUATIONS. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORMWATER RUNOFF FROM BEING DISCHARGED TO WETLANDS OR OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES, AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
12. WHERE PUMPS ARE TO BE USED TO REMOVE TURBID WATERS FROM CONSTRUCTION AREAS, THE WATER SHALL BE TREATED PRIOR TO DISCHARGE TO THE WETLANDS. TREATMENT METHODS INCLUDE, FOR EXAMPLE, TURBID WATER BEING PUMPED INTO GRASSED SWALES OR APPROPRIATE UPLAND VEGETATED AREAS (OTHER THAN UPLAND PRESERVATION AREAS AND WETLAND BUFFERS), SEDIMENT BASINS, SEDIMENT FILTER BAGS, OR CONFINED BY AN APPROPRIATE ENCLOSURE SUCH AS TURBIDITY BARRIERS OR LOW BERMS, AND KEPT CONFINED UNTIL TURBIDITY LEVELS MEET STATE WATER QUALITY STANDARDS.
13. THE PERMITTEE SHALL SCHEDULE HIS OPERATIONS SUCH THAT THE AREA OF UNPROTECTED, ERODIBLE EARTH EXPOSED AT ANY ONE TIME IS NOT LARGER THAN THE MINIMUM AREA NECESSARY FOR EFFICIENT CONSTRUCTION OPERATION, AND THE DURATION OF EXPOSED, UNCOMPLETED CONSTRUCTION TO THE ELEMENTS SHALL BE AS SHORT AS PRACTICABLE. CLEARING AND GRUBBING SHALL BE SO SCHEDULED AND PERFORMED SUCH THAT GRADING OPERATIONS CAN FOLLOW IMMEDIATELY THEREAFTER. GRADING OPERATIONS SHALL BE SO SCHEDULED AND PERFORMED THAT PERMANENT EROSION CONTROL FEATURES CAN FOLLOW IMMEDIATELY THEREAFTER IF CONDITIONS ON THE PROJECT PERMIT.
14. WATER DERIVED FROM VARIOUS DEWATERING METHODS USED WITH APPROVED PERMITTING SHOULD BE PASSED THROUGH SUFFICIENTLY WIDE AREAS OF EXISTING UPLAND VEGETATION, OR THROUGH THE USE OF SEDIMENT FILTER BAGS, TO FILTER OUT EXCESS TURBIDITY. IF THIS IS NOT SUFFICIENT, THE WATER SHALL BE RETAINED IN PREVIOUSLY CONSTRUCTED PERMANENT STORMWATER PONDS OR ELSE RETAINED IN TEMPORARY SEDIMENTATION BASINS UNTIL THE CLARITY IS SUITABLE TO ALLOW FOR ITS DISCHARGE. PLUGGING THE OUTFALLS FROM COMPLETED STORMWATER PONDS MAY BE NEEDED TO AVOID DISCHARGE. HOWEVER, SUCH SITUATIONS SHOULD BE MONITORED CLOSELY TO PRECLUDE BERM FAILURE IF WATER LEVELS RISE TOO HIGH.
15. WATER CAN BE TRANSPORTED AROUND THE SITE BY THE USE OF INTERNAL SWALES OR BY PUMPS AND PIPES.
16. SHEET FLOW OF NEWLY FILLED OR SCRAPED AREAS MAY BE CONTROLLED OR CONTAINED BY THE USE OF BRUSH BARRIERS, DIVERSION SWALES, INTERCEPTOR DITCHES OR LOW BERMS. FLOW SHOULD BE DIRECTED TOWARD AREAS WHERE SEDIMENTS CAN SUFFICIENTLY SETTLE OUT.
17. EXPOSED SOILS SHALL BE STABILIZED AS SOON AS POSSIBLE, ESPECIALLY SLOPES LEADING TO WETLANDS. STABILIZATION METHODS INCLUDING, BUT NOT LIMITED TO, SOLID SOD, SEEDING AND MULCHING OR HYDRO-MULCHING TO PROVIDE A TEMPORARY OR PERMANENT GRASS COVER, MULCH BLANKETS, AND FILTER FABRICS CAN BE EMPLOYED TO PROVIDE VEGETATIVE COVER.
18. ENERGY DISSIPATERS (SUCH AS RIP RAP, A GRAVEL BED, BALES, ETC.) SHALL BE INSTALLED AT THE DISCHARGE POINT OF PIPES OR SWALES IF SCOURING IS OBSERVED.
19. INSTALL ROADWAY CURB AND GUTTERS AS SOON AS POSSIBLE TO REDUCE THE SURFACE AREA FOR EROSION TO OCCUR.
20. IMPLEMENT STORM DRAIN INLET PROTECTION (BALES OR GRAVEL) TO LIMIT SEDIMENTATION WITHIN THE STORMWATER SYSTEM. PERFORM INSPECTIONS AND PERIODIC CLEANING OF SEDIMENTS WHICH WASH OUT INTO THE STREETS UNTIL ALL SOIL IS STABILIZED.
21. WATER DISCHARGE VELOCITIES FROM IMPOUNDED AREAS



N

0 250 500

GRAPHIC SCALE: 1" = 250'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

DRAINAGE LEGEND

- EXISTING CONTOUR
- 1.00 AC. — MAJOR DRAINAGE AREA ACREAGE
- MAJOR DRAINAGE AREA
- TIME OF CONCENTRATION LINE (Tc)
- NATURAL OVERFLOW LOCATION

HEIDT DESIGN
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture
Engineering Business Certificate of Authorization No. 28762
Landscape Architecture Certificate of Authorization No. LC26000405
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Tampa, Florida 33610
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Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B
PRE-DEVELOPMENT DRAINAGE AREA MAP

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO: KGA-CD-1031
FILE: DA-PRE
DESIGN BY: DMYTRYK
DRAWN BY: JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

This item has been digitally signed and sealed by Strickland T. Smith, P.E. on the date indicated here.

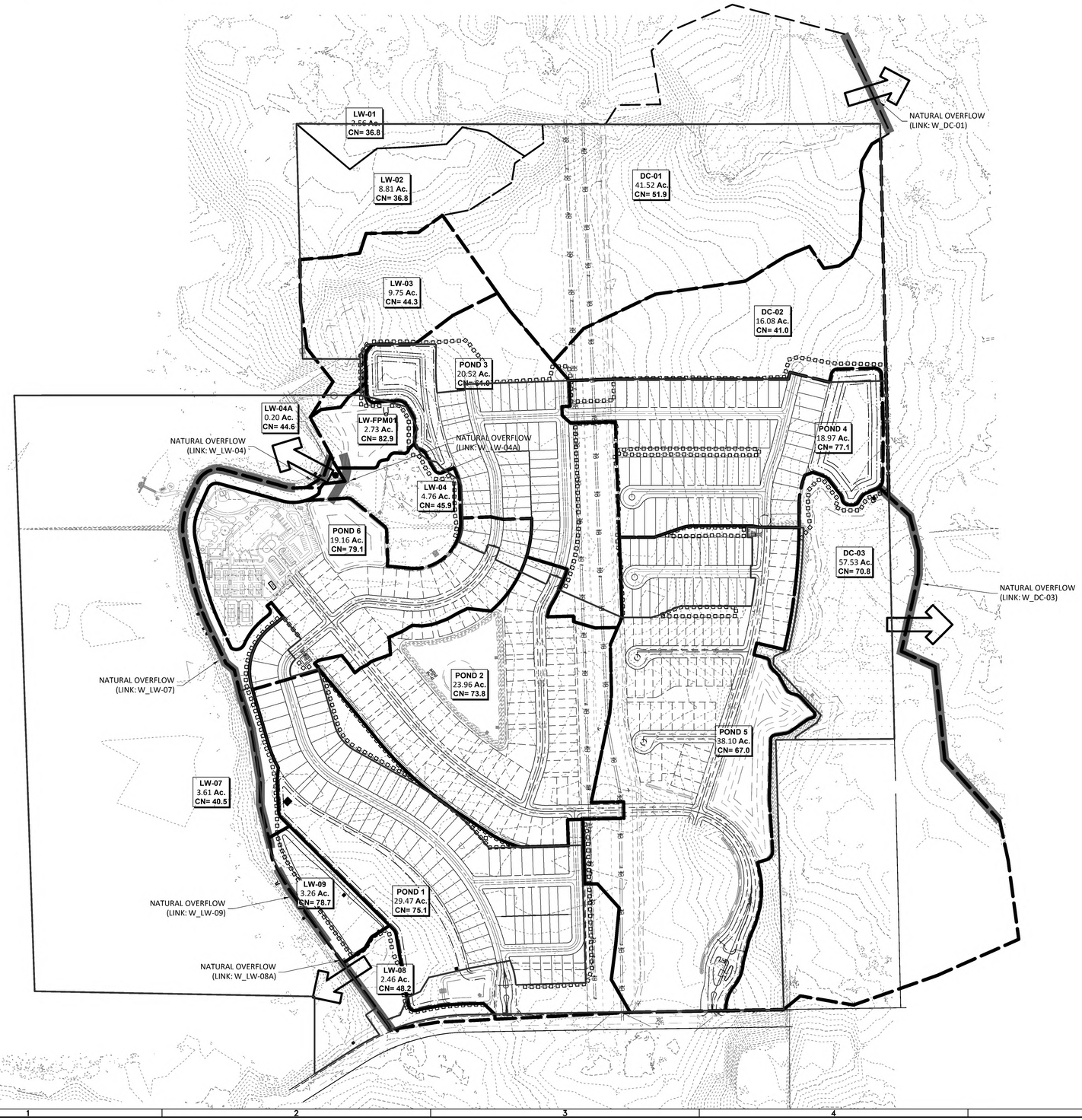
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

STRICKLAND T. SMITH
DATE:
LICENSE NO. 50652

C-901

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0 250 500

GRAPHIC SCALE: 1" = 250'

ELEVATIONS BASED ON:
NORTH AMERICAN VERTICAL DATUM 1988
CONVERSION:
NAVD 88 TO NGVD 29 = +1.07

DRAINAGE LEGEND

- 15 — EXISTING CONTOUR
- 1.00 AC. — MAJOR DRAINAGE AREA ACREAGE
- — — — MAJOR DRAINAGE AREA
- NATURAL OVERFLOW LOCATION

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Fax: 813-464-7629
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CRESSWIND DELAND
PHASE 2A, 2B, 3A & 3B
POST-DEVELOPMENT DRAINAGE AREA MAP

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION

DATE	DESCRIPTION

PROJECT NO:	KGA-CD-1031
FILE:	DA-POST
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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STRICKLAND T. SMITH
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DRAINAGE LEGEND

- CONTOUR
- 1.00 AC. — MAJOR DRAINAGE AREA ACREAGE
- MAJOR DRAINAGE AREA
- PROPERTY BOUNDRY
- (1) — STORM STRUCTURE NUMBER

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Fax: 813-464-7629
www.HeidtDesign.com

CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

SUB-BASIN DRAINAGE AREA MAP

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	DA-SUB
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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DRAINAGE LEGEND

1.00 AC.	MAJOR DRAINAGE AREA ACREAGE
	MAJOR DRAINAGE AREA
	PROPERTY BOUNDRY
1	STORM STRUCTURE NUMBER

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CRESSWIND DELAND PHASE 2A, 2B, 3A & 3B

SUB-BASIN DRAINAGE AREA MAP

PREPARED FOR: KH CW DELAND LLC

DATE	DESCRIPTION
02/20/2023	REVIEW SUBMITTAL

PROJECT NO:	KGA-CD-1031
FILE:	DA-SUB
DESIGN BY:	DMYTRYK
DRAWN BY:	JONES

STATE OF FLORIDA
PROFESSIONAL ENGINEER

Strickland T. Smith, State of Florida, Professional Engineer, License No. 50652

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IRRIGATION DESIGN: PUMP & WELL #2 'B' TIMER

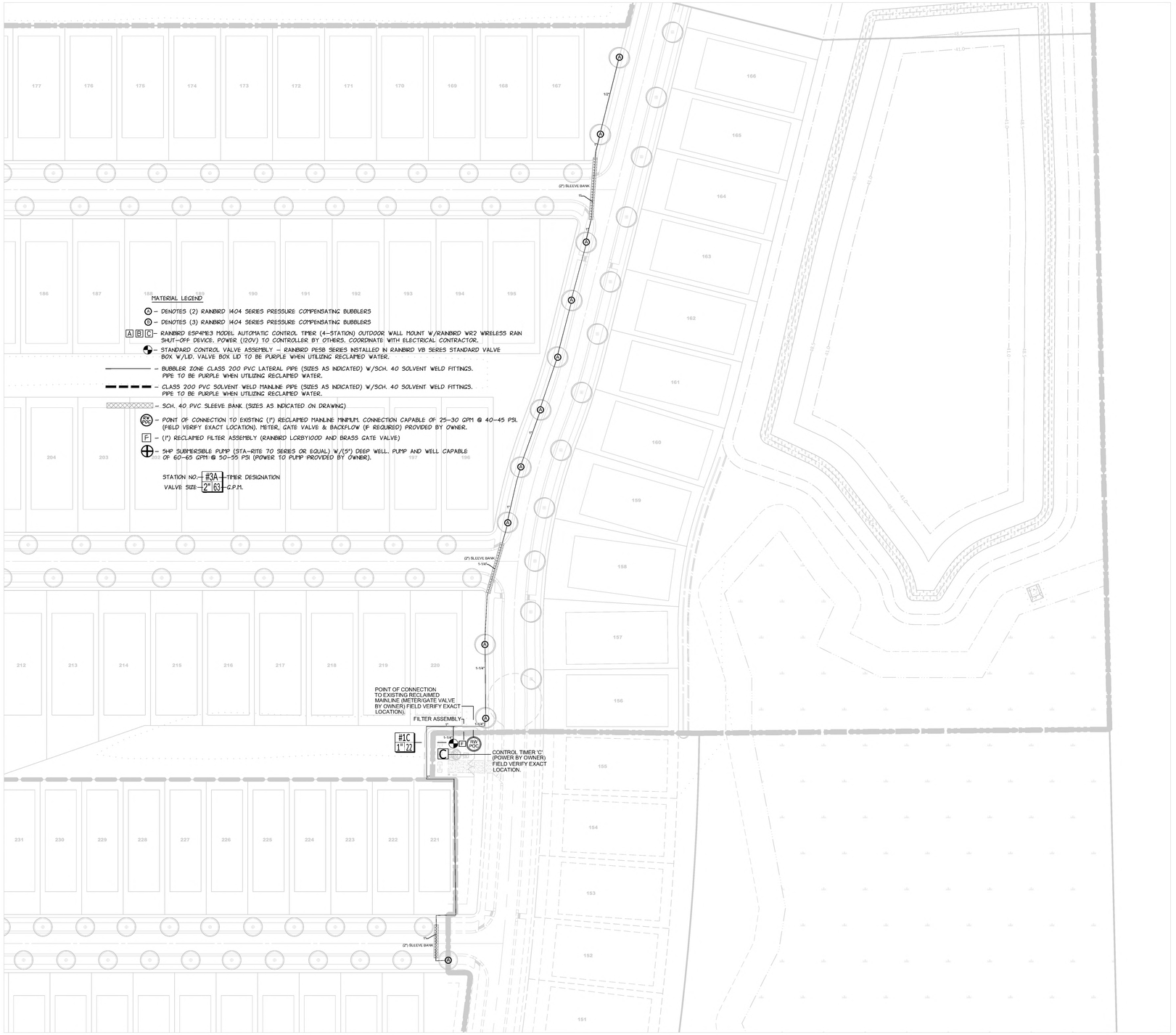
CRESSWIND PHASE II

DELAND, FLORIDA

Ronald Newberg
Digitally signed by Ronald Newberg
Date: 2023.06.08 07:33:44 -04'00'

DRAWN	GAB
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DATE	06/02/2023
SCALE	AS SHOWN
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SHEET:
IR-03
3 of 5



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IRRIGATION DESIGN: RECLAIMED CONNECTION 'C' TIMER

CRESSWIND PHASE II

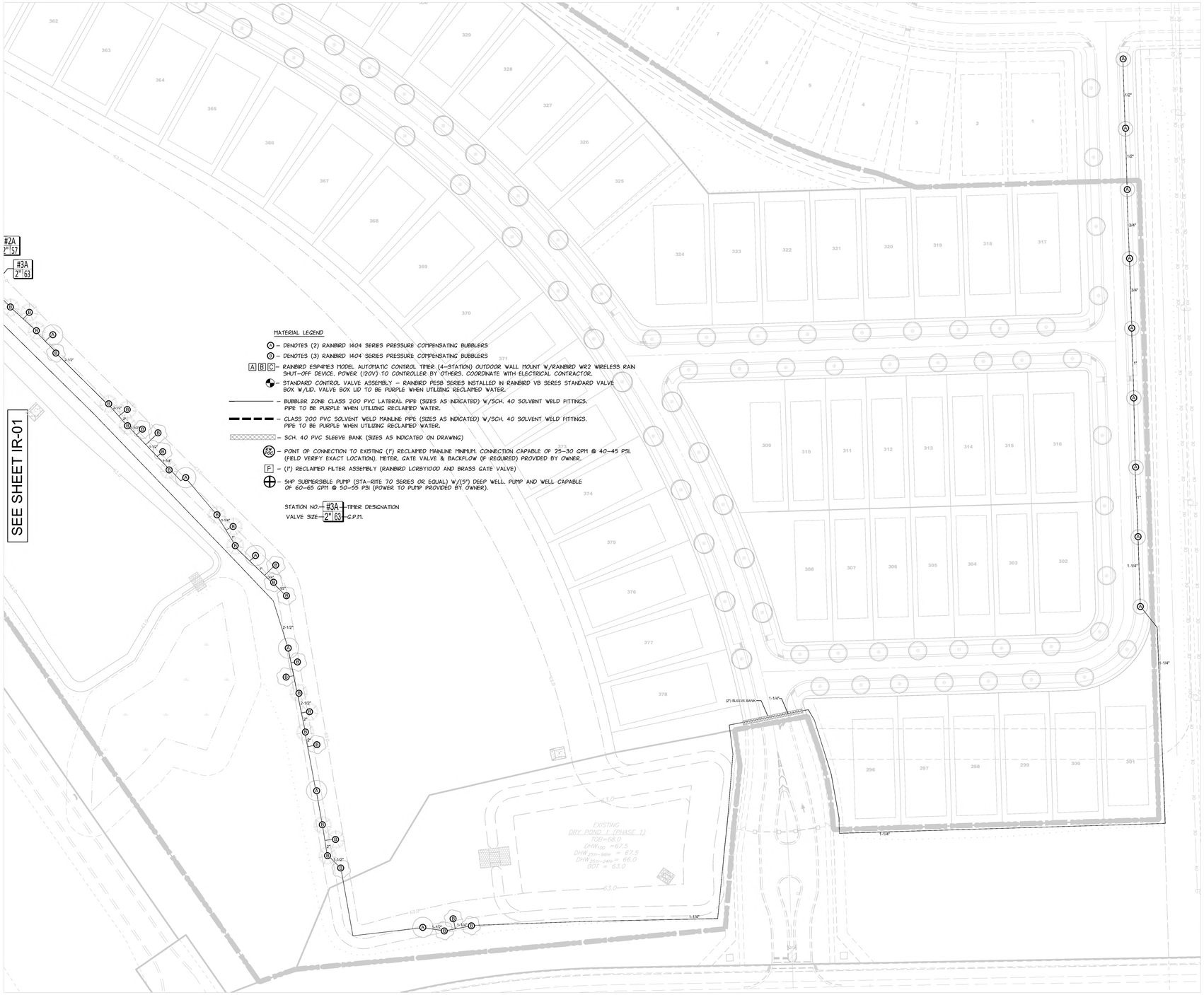
DELAND, FLORIDA

Ronald Newberg

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IRRIGATION DESIGN: PUMP & WELL #1 'A' TIMER

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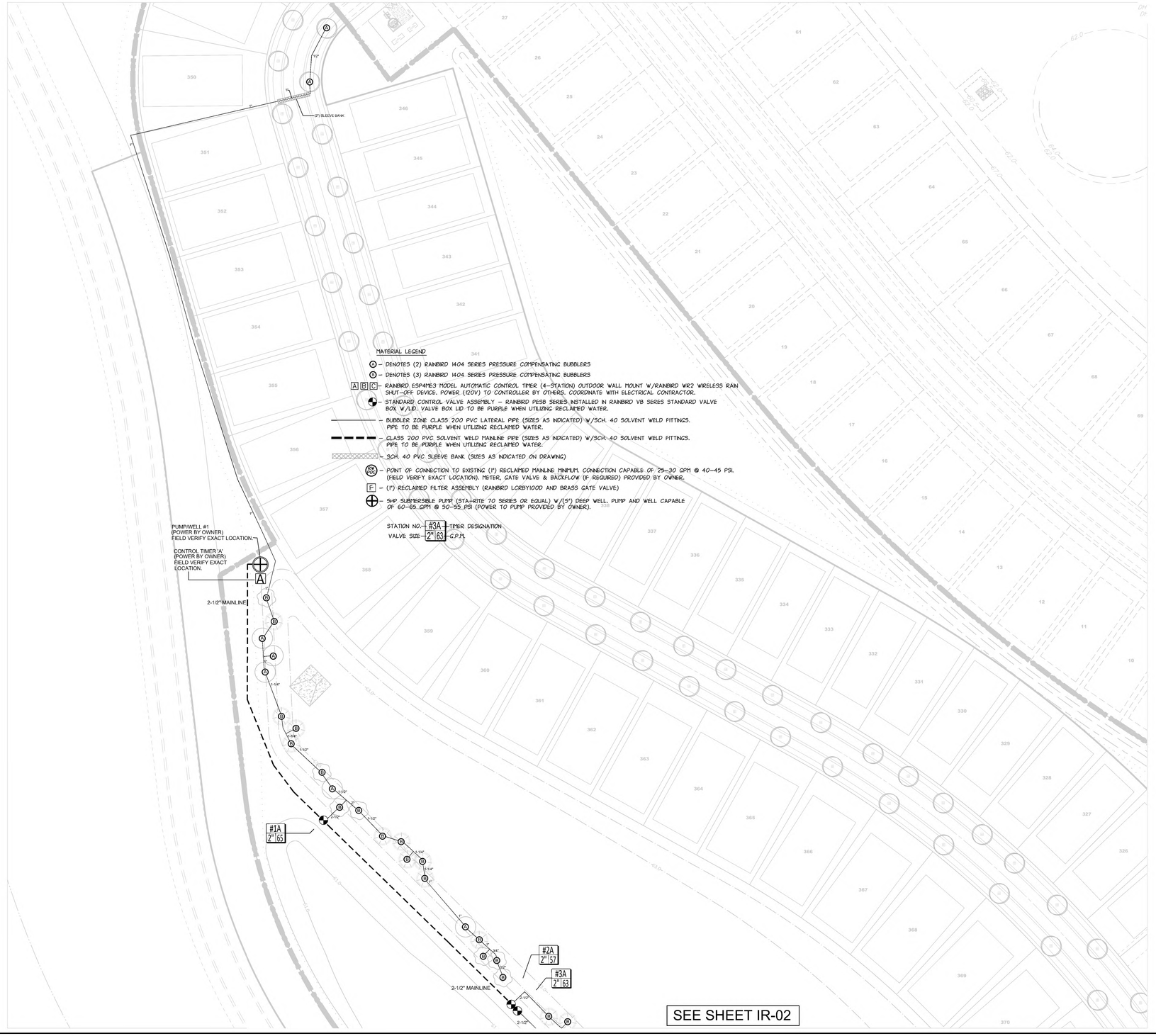
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IRRIGATION DESIGN: PUMP & WELL #1 'A' TIMER

CRESSWIND PHASE II

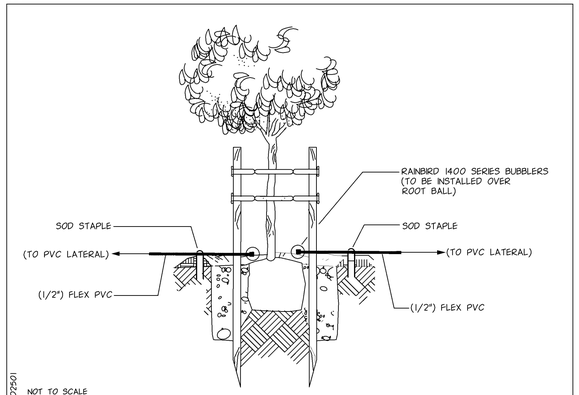
DELAND, FLORIDA

Ronald Newberg

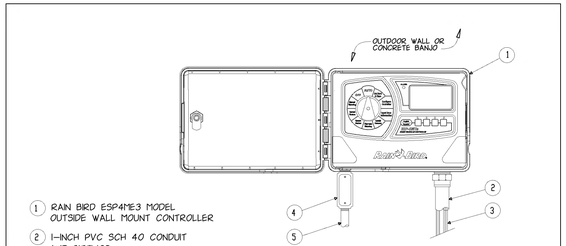
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DATE	06/02/2023
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1 of 5

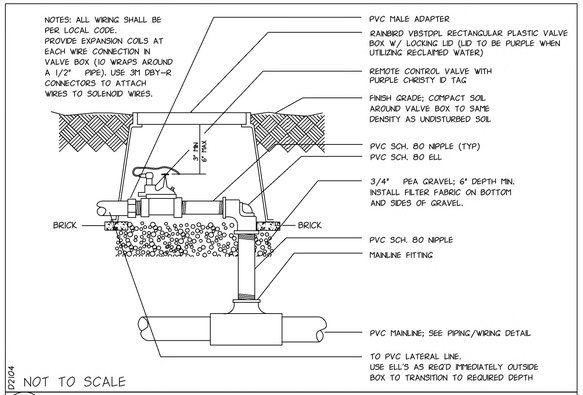


A TREE BUBBLER DETAIL

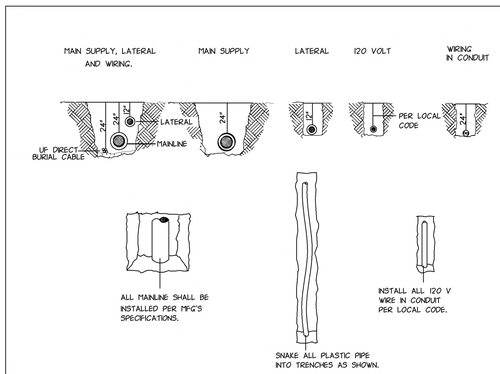


1. RAIN BIRD ESP4ME3 MODEL OUTSIDE WALL MOUNT CONTROLLER
2. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS
3. WIRES TO REMOTE CONTROL VALVES
4. JUNCTION BOX
5. 1/2-INCH PVC SCH 40 CONDUIT TO POWER SUPPLY

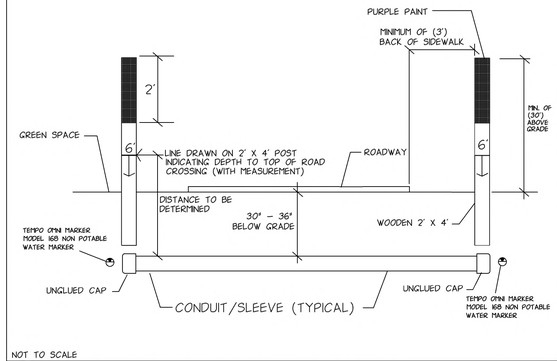
B CONTROL TIMER DETAIL



C CONTROL VALVE DETAIL (BUBBLER)



D TRENCH DETAIL



E SLEEVE W/DEPTH INDICATOR MARKING

1. PRESSURE COMPENSATING BUBBLERS TO BE INSTALLED ON ALL NEW TREES.
2. AUTOMATIC CONTROL TIMER LOCATION TO BE VERIFIED WITH ARCHITECT AND/OR OWNER. ALL CONTROL WIRE TO #14 GAUGE DIRECT BURIAL.
3. FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWING MUST BE IN THE BEST INTEREST OF THE TREES AND LANDSCAPE IRRIGATION SYSTEM. CHANGES MADE BY THE IRRIGATION CONTRACTOR WHICH ARE DEEMED, BY THE ARCHITECT AND/OR OWNER, NOT TO BE IN CONFORMITY WITH THIS CRITERIA WILL BE REMOVED AND REPLACED AT THE IRRIGATION CONTRACTOR'S EXPENSE. IF A QUESTION SHOULD ARISE AS TO THE BEST WAY TO COMPLETE A FIELD ALTERATION, CONTACT THE ARCHITECT AND/OR OWNER FOR APPROVAL.
4. THE CONTRACTOR SHALL STAKE OUT THE LOCATION OF EACH RUN OF PIPE, SPRINKLER HEADS, SPRINKLER VALVES PRIOR TO TRENCHING. TRENCHES FOR PIPE SHALL BE CUT TO REQUIRED GRADE LINES, AND COMPACTED TO PROVIDE ACCURATE GRADE AND UNIFORM BEARING FOR THE FULL LENGTH OF THE LINE. THE BOTTOM OF TRENCHES SHALL BE FREE OF ROCK OR OTHER SHARP EDGED OBJECTS. MINIMUM COVER SHALL BE AS FOLLOWS: PRESSURE MAINLINE 24" AT TOP OF PIPE TO FINISH GRADE. LATERAL PIPING 12" AT TOP OF PIPE FROM FINISH GRADE.
5. INITIAL BACKFILL ON PVC LINE SHALL BE PULVERIZED NATIVE FREE SOIL, FREE OF FOREIGN MATTER, WITHIN RADIUS OF 4" OF THE PIPE SHALL BE CLEAN SOIL OR SAND. PLANT LOCATIONS SHALL TAKE PRECEDENCE OVER SPRINKLER AND PIPE LOCATIONS. THE CONTRACTOR SHALL COORDINATE THE PLACING OF SPECIMEN TREES AND SHRUBS WITH THE ROUTING OF LINES AND FINAL HEAD LOCATIONS.
6. THE IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE THE PLACEMENT OF THE SPRINKLER EQUIPMENT AND LANDSCAPE MATERIAL WITHIN THE PLANTED AREAS. THE IRRIGATION CONTRACTOR SHALL INSTALL HIS MATERIAL AT THE EDGE OF THE PLANTED AREAS AVOIDING PLANTS, ROOT BALLS, LIGHTS, BOLLARDS, FENCES, ETC.
7. BEFORE BUBBLERS ARE SET, THE CONTRACTOR SHALL FLUSH THE LINES THOROUGHLY TO MAKE SURE THERE IS NO FOREIGN MATTER IN THE LINES. THE CONTRACTOR SHALL FLUSH THE MAIN LINES FROM FROM DEAD END FITTINGS FOR A MINIMUM OF FIVE MINUTES UNDER A FULL HEAD OF PRESSURE.
8. OPEN CUTS IN ASPHALT, WALKS AND/OR TRENCHES MUST BE PROTECTED FROM VEHICLE AND PEDESTRIAN TRAFFIC AT ALL TIMES. IT WILL BE THE IRRIGATION CONTRACTORS RESPONSIBILITY TO BARRICADE AND DIVERT TRAFFIC.
9. SLEEVING BENEATH SIDEWALKS (NOT SHOWN) SHALL BE LOCATED BY THE IRRIGATION CONTRACTOR. SIZE SLEEVING TWO TIMES LARGER THAN THE PIPE TO BE PLACED INSIDE THE SLEEVE. SLEEVING MATERIAL TO BE SCHEDULE 40 PVC. NO SLEEVING SHALL BE SMALLER THAN (2") SCHEDULE 40 PVC. SLEEVE ALL WIRE CROSSINGS EITHER IN CONDUIT (AS SPECIFIED) OR IN SCHEDULE 40 PVC PIPE (IF CONTROL WIRE IS DIRECT BURIAL).
10. ALL TRENCHES WITHIN (50') OF EXISTING TREES TO BE HAND EXCAVATED TO AVOID CONFLICTS W/TREES.
11. NO ROOTS SHALL BE CUT WITHIN (50') RADIUS OF ALL EXISTING TREES. IRRIGATION PIPES SHOULD BE DIRECTIONAL BORED WITHIN THIS (50') AREA.

VALVE SCHEDULES

CONTROLLER 'A' (PUMP AND WELL)

ZONE #1A – 65 GPM – 2" CONTROL VALVE – BUBBLER
ZONE #2A – 57 GPM – 2" CONTROL VALVE – BUBBLER
ZONE #3A – 63 GPM – 2" CONTROL VALVE – BUBBLER
STATION #4A IS OPEN

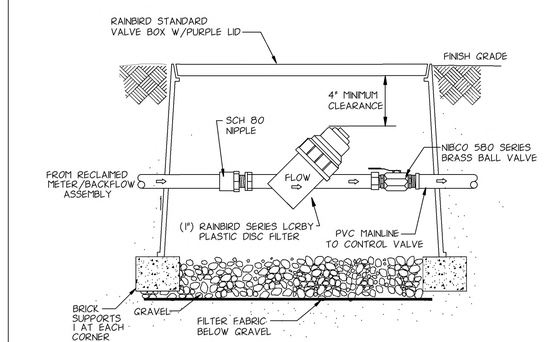
CONTROLLER 'B' (PUMP AND WELL)

ZONE #1B – 38 GPM – 1.5" CONTROL VALVE – BUBBLER
STATIONS #2B THROUGH #4B ARE OPEN

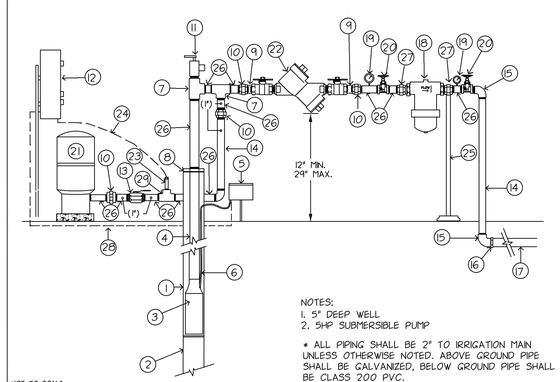
CONTROLLER 'C' (RECLAIMED WATER)

ZONE #1C – 22 GPM – 1" CONTROL VALVE – BUBBLER
STATIONS #2C THROUGH #4C ARE OPEN

F GENERAL NOTES/VALVE SCHEDULES



G RECLAIMED FILTER ASSEMBLY



LEGEND

1. WELL CASING (DEPTH TBD)
2. OPEN HOLE (DEPTH TBD)
3. 5HP SUBMERSIBLE PUMP w/3-PHASE MOTOR (PUMP AND WELL CAPABLE OF 60-65 GPM @ 45-50 PSI)
4. DROP PIPE (GALV. SCH 40)
5. JUNCTION BOX
6. SUBMERSIBLE CABLE
7. GALVANIZED TEE
8. WELL SEAL
9. 2" DIELECTRIC NIPPLE
10. GALVANIZED UNION
11. CLA-VAL #55F PRESSURE RELIEF VALVE (3/4")
12. 10HP (FOR 230V, SINGLE PHASE) ITT/GOULD SPD CONTROL PANEL (DERATE TO 50% FOR SINGLE PHASE INPUT)
13. (1") BRASS BALL VALVE
14. GALVANIZED PIPE
15. GALVANIZED ELBOW
16. PVC ADAPTER
17. IRRIGATION MAINLINE (SIZE AS PER PLANS)
18. 2" AMIAD T SUPER STST 100 MESH FILTER
19. 290 PSI PRESSURE GAUGE (LIQUID FILLED)
20. GATE VALVE
21. 20-GALLON PRESSURE TANK (ABOVE GROUND)
22. BACKFLOW DEVICE PER LOCAL CODE
23. PRESSURE TRANSDUCER (INCLUDED IN SPD PACKAGE)
24. TRANSDUCER CABLE (INCLUDED WITH TRANSDUCER)
25. PIPE SUPPORTS. (2) REQUIRED FOR LARGE PIPE AND (1) FOR 2" PIPE
26. GALVANIZED NIPPLE
27. SCHEDULE 80 PVC UNION
28. THREE PHASE POWER FROM VFD TO MOTOR
29. 1" X 1/2" GALVANIZED TEE

H IRRIGATION WELL AND VFD PUMP STATION

REVISION	DATE	BY

Irrigation Concepts, Inc.
3338 36th AVENUE NORTH, ST. PETERSBURG, FLORIDA 33713
(727) 521-0100 • Fax (727) 521-0030

IRRIGATION DETAILS

CRESSWIND PHASE II

DELAND, FLORIDA

Ronald Newberg
Digitally signed by Ronald Newberg
Date: 2023.06.08 07:34:46 -04'00'

DRAWN	GAB
CHECK	RMN
DATE	06/02/2023
SCALE	NA
FP #	

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IR-05
5 of 5

P:\WORK IN PROGRESS\C ONCEPTS\0 IY\CRESSWIND PHASE 2\SP FILES\DRESSWIND PH 2 IRRIGATION\DRESSWIND PH 2 IRRIGATION DETAILS TYLER.DGN Modified: 6/2/23 7:41 PM by: 6/8/23 7:10

10/28/2020 9:35:46 AM
Instrument# 2020208089 40 pages
Book: 7933 Page: 3622
Electronically Recorded By
Volusia County Clerk of the Court

ORDINANCE NO. 2020 - 19

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM TWELVE OAKS PLANNED DEVELOPMENT TO CRESSWIND DELAND PLANNED DEVELOPMENT, ON PROPERTY LOCATED EAST OF LAKE WINNEMISSETT AND NORTH OF THE OLD ALIGNMENT OF EAST STATE ROAD 44 (SERVICE ROAD); APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY +/- 318.4 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Michael C. Holbrook, of Heidt Design, on behalf of the owner, Lake Park Estates, LLC (hereinafter referred to as "Applicant"), the owner of approximately 318.4 +/- acres of land located east of Lake Winnemissett and north of the old alignment of East State Road 44 (Service Road), which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Twelve Oaks Planned Development (PD) to Cresswind DeLand Planned Development (PD); and

WHEREAS, the Applicant is requesting that the existing Planned Development document be amended in order to develop the subject property for up to 600 detached, single family units; and

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

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

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

WHEREAS, the proposed development plan is consistent with the Low Density Residential land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Twelve Oaks Planned Development (PD) to Cresswind DeLand Planned Development, on the property located east of Lake Winnemissett and north of the old alignment of East State Road 44 (Service Road).

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

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Cresswind DeLand PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

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

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

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

Section 8. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

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

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

PASSED AND DULY ADOPTED this 23rd day of September, 2020.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: July 06, 2020
Adopted on second reading: September 23, 2020

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT A
CRESSWIND – DELAND LEGAL DESCRIPTION (PER TITLE COMMITMENT)

LANDS SITUATED IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOTS 12 THROUGH 17 INCLUSIVE, AND LOTS 28 AND 29, ASSESSORS MAP OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2737.14 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID LOT 28; THENCE RUN NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 18, SAID ASSESSOR'S MAP OF WINNEMISSETT, A DISTANCE OF 1592.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 264 FEET OF SAID LOT 18, THENCE RUN NORTH 01 DEGREES, 31 MINUTES 18 SECONDS WEST, ALONG SAID EAST LINE OF THE WEST 264 FEET, A DISTANCE OF 166.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID LOT 18; THENCE RUN NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 18, A DISTANCE OF 264.12 FEET TO THE WEST LINE OF SAID LOT 18 AND THE WEST LINE OF LOTS 21 AND 22 OF SAID ASSESSOR'S MAP OF WINNEMISSETT; THENCE RUN NORTH 01 DEGREES 31 MINUTES 18 SECONDS WEST, ALONG SAID WEST LINE OF LOTS 18, 21 AND 22, A DISTANCE OF 1079.32 FEET TO THE NORTH LINE OF SAID ASSESSOR'S MAP OF WINNEMISSETT AND THE NORTH LINE OF THE AFORESAID SECTION 13, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, ALONG SAID NORTH LINE OF SECTION 13, A DISTANCE OF 1338.00 FEET TO THE NORTHEAST CORNER OF SAID MAP AND THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1342.24 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, THENCE RUN SOUTH 01 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2824.25 FEET TO THE NORTHEAST CORNER OF THE SOUTH 7/8 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 545.12 FEET TO A POINT ON THE WEST LINE OF THE EAST 545 FEET OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 01 DEGREES 41 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 545 FEET, A DISTANCE OF 1238.51 FEET TO THE NORTH RIGHT-OF WAY LINE OF OLD STATE ROAD 44; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 810.31 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 644.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET AND A CENTRAL ANGLE OF 20 DEGREES 22 MINUTES 00 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 353.84 FEET; THENCE RUN NORTH 34 DEGREES 47 MINUTES 32 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 122.79 FEET; THENCE RUN SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 34 DEGREES 47 MINUTES 32 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.43 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 15 MINUTES 03 SECONDS WEST; A CHORD DISTANCE OF 133.04 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 39 MINUTES 49 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 133.14 FEET; THENCE RUN SOUTH 57 DEGREES 25 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 215.16 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 355.86 FEET; THENCE RUN NORTH 88 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 1285.28 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THAT LIES WITHIN LAKE WINNEMISSETT DRIVE. SAID PROPERTY CONTAINING +/- 318.4 ACRES.

"EXHIBIT B"

PD PLANNED DEVELOPMENT AGREEMENT

THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Application of

KH ACQUISITIONS LLC

ORDINANCE # 2020-19

ORDER

GRANTING A REQUEST FOR CHANGE OF ZONING FROM

TWELVE OAKS PD (PLANNED DEVELOPMENT)

TO

CRESSWIND DELAND PD (PLANNED DEVELOPMENT)

The application of KH Acquisitions LLC, a Florida limited liability company, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on September 23, 2020. Based upon the verified application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development Department, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on February 19, 2020, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of KH Acquisitions LLC, a Florida limited liability company, was duly and properly filed herein on, October 11, 2019 as required by law.

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

C. That the applicant is the Contract Purchaser of a 318.4 +/- acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owner of the property, Lake Park Estate LLC, a Florida limited liability company (Owner), agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from Twelve Oaks PD (Planned Development) to Cresswind DeLand PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS *25th* DAY OF August, 2020, AS FOLLOWS:

A. That the Application of KH Acquisitions LLC, a Florida limited liability company, for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from Twelve Oaks PD to Cresswind DeLand PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Cresswind DeLand PD.

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

E. Unless otherwise provided for herein the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in the same manner as the R-1 zoning classification.

F. Except as otherwise stated herein, nothing in this Ordinance is intended to abridge the requirements of Land Development Regulations Ordinance No. 2013-11, as amended, and any other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The property was originally part of the Twelve Oaks

planned development, the development orders for which have expired. This Development Agreement has been drafted to sever the property from the Twelve Oaks PD planned development and set forth the entitlements for the property with a new planned development agreement known as Cresswind DeLand PD planned development. The development of the property is intended primarily for the housing of persons 55 years of age and older and to be consistent with the Housing for Older Persons Act of 1995. As such, all dwelling units shall be subject to deed restrictions attached to all sale contracts and acknowledged by signature and date by seller and purchaser. Such deed restrictions shall be recorded and be irrevocable for a period of thirty years. The property shall be developed as a private, gated community substantially in accordance with the Planned Development Plan. One or more property owners associations ("POA") will be established to serve residents of the Cresswind DeLand PD and perform the ongoing duties set forth herein.

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Heidt Design LLC bearing a final revision date of April 07, 2020, the Details sheet bearing a final revision date of July 10, 2020, and this Development Agreement. The Planned Development Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in

Land Development Regulations Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

D. Subdivision Approval. Either, after the Planned Development Plan is recorded, or concurrently with the Planned Development Plan review, but prior to any construction, including clearing and landfill, an application for a preliminary plat with construction plans and/or a final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article XIII of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

E. Amenity Site Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to issuance of any permits for construction of the Amenity Site, including clearing and landfill not otherwise approved per Section G of this Ordinance, a Final Site Plan for the Amenity Site, as shown on Exhibit "B", shall be prepared and submitted for review and approval in the manner required by Article XII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

F. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Subdivision Plat Development Order.

G. Phases of Development. Development of the Property can be accomplished in up to five (5) phases, with required easements for development and infrastructure

servicing the phase, including shared facilities such as stormwater systems and internal driveways, being constructed as required for each phase. Mass grading and associated clearing of any phase shall be reviewed and approved by the City at time of Subdivision or Final Site Plan Approval. Mass graded areas will be stabilized with vegetative cover. Preliminary and/or Final Subdivision Plat Development Order(s) shall be required for each phase and the restrictions of this Development Agreement shall apply to each phase of development.

H. Land Uses Within the Planned Development. The development of the Property shall be consistent with the uses prescribed within the proposed Cresswind DeLand PD. The location and size of said land uses are shown on the Planned Development Plan Map, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

1. Single-family dwellings
2. Other uses and structures of an accessory nature to the permitted uses listed above including but not limited to: parks, clubhouse, fitness center, pool, sports courts, indoor / outdoor social gathering areas, fire pit, stage area, food and beverage service, and on-site parking for vehicles and golf carts. Operation of any outdoor sports court lighting, outdoor events and use of a-stage for any events shall be discontinued at 11:00 PM and shall comply with the City of DeLand noise ordinance.

3. The Cresswind DeLand resident's private lakefront park on Lake Winnemissett including walkways; picnic shelters; kayak, canoe and paddleboard storage racks sufficient to accommodate no more than 15 non-motorized watercraft; one (1) dual slip boat dock with covered boat lift(s) sufficient to accommodate not more than two (2) pontoon boats owned by the POA; boat house; boat launch. The boat launch (launch ramp) shall be gated and shall not be accessible for the launching of a motorized craft by any person other than employees or other authorized representatives of the POA. The launch ramp shall only be utilized for launching and recovering the two POA owned pontoon boats and the non-motorized craft stored on the kayak, canoe and paddleboard racks and no personally owned motorized craft may be launched or recovered. The lakefront park shall be limited to use during daylight hours between dawn to dusk. All parking shall be included within the onsite Amenity area parking lot. Direct lakefront park access for vehicles shall be limited to emergency vehicles and community maintenance vehicle only. The development of the lakefront park shall be generally in accordance with the provisions set forth in the Planned Development Plan.

I. Development Standards. All development for the property shall rely upon

the standards set forth below for each phase of development as identified on the Planned Development Plan. The total number of dwelling units permitted for all Phases shall be 600 units, with the proposed mix of 60 Foot Lots, 50 Foot Lots and 40 Foot Lots. The majority of the lots located closest to Lake Winnemissett Drive will be 60' lots to maximize the pervious and recharge area for Lake Winnemissett as shown on the Planned Development Plan.

1. Single Family Residences

Minimum lot area: 4,800 sf

Minimum lot width: 40 feet. (measured at front Set back)

Minimum setbacks:	40 Foot Lots	50 Foot Lots	60 Foot Lots
Building			
a. Front:	15 feet	15 feet	15 feet
b. Rear:	10 feet	10 feet	10 feet
c. Side:	5 feet	5 feet	5 feet
d. Side Corner:	15 feet	15 feet	15 feet

Garage:	40 Foot Lots	50 Foot Lots	60 Foot Lots
Front Facing	22 feet*	22 feet*	22 feet*
Side Facing	15 feet	15 feet.	15 feet

*Minimum 25 feet from back of sidewalk to face of front facing garage.

(See lot details on Development Plan Map)

Pools, Hot Tubs, Cabanas and similar structures:

	40 Foot Lots	50 Foot Lots	60 Foot Lots
a. Front:	Not Permitted	Not Permitted	Not Permitted
b. Rear:	5 feet	5 feet	5 feet
c. Side:	5 feet	5 feet	5 feet
d. Side Corner:	15 feet	15 feet	15 feet

Patios, Screened Enclosures:

	40 Foot Lots	50 Foot Lots	60 Foot Lots
a. Front:	Not Permitted	Not Permitted	Not Permitted
b. Rear:	3 feet	3 feet	3 feet
c. Side:	5 feet	5 feet	5 feet
d. Side Corner:	15 feet	15 feet	15 feet

Fences

	40 ft. Lots	50 ft. Lots	60 ft. Lots
a. Front:	Not Permitted	Not Permitted	Not Permitted
b. Rear:	0 feet	0 feet	0 feet
c. Side:	0 feet	0 feet	0 feet
d. Side Corner:	10 feet	10 feet	10 feet
e. Maximum Height:	6 feet	6 feet	6 feet

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Minimum living area (heated):	1,200 sq. ft.
Maximum Lot Impervious Area	75%
Maximum Lot sod coverage	50% of pervious lot area
Maximum Project Impervious Area	50 % (Not including lake or

wetland areas)

Maximum building height: 35 feet (2 story residential)

50 feet (nonresidential clubhouse & guardhouse architectural elements)

2. Site

Landscape buffer requirements: Minimum 50-foot perimeter buffer along all boundaries. Existing wetlands, existing lakes and proposed lake areas shall be included as uses allowed within buffer areas (If right-of-way dedications are required by Volusia County, the landscape buffers will be measured from the new right-of-way line.) Existing vegetation within the buffers will be preserved to the extent practical, however changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using Florida-Friendly Landscaping ("Florida-Friendly"), as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology.

Fences: Open style fencing shall be permitted along rear single family lot property lines to encourage visibility of water features, conservation areas and open spaces; however, this allowance shall not apply to those lots that share a common rear property boundary with another lot. One or more property owner's association(s) (POA) shall be responsible for determination and

enforcement of fencing requirements within the development. A 6 foot to 8 foot height black vinyl coated chain link fence may be used within the development's perimeter landscape buffers. A 6 foot height black vinyl chain link fence may also be used to surround City owned lift stations provided they are screened with landscape hedge material.

Open Space: Open Space and/or Common Area shall meet the requirements of the Land Development Regulations Ordinance No. 2013-11, as amended.

Entry Features: Development entry features not including Guardhouse elements may incorporate architectural variations between 4 feet to 16 feet as measured vertically from the finished grade at the base of the structure for architectural columns or walls. The design for all entry features and walls shall be substantially similar to the elevations as shown on sheet P-5, Signage Plan and Details of Exhibit "B" attached. Fences or walls surrounding the subdivision but not located at the project entry locations may not exceed 8 feet.

Parking: Unless otherwise defined herein, parking shall be provided in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. On-street parking shall be permitted within designated parking spaces on site only. The general locations of on street parking have been shown on the Development Plan Map Sheet P-2. The final locations of on-street

parking spaces shall be determined at subdivision approval. On-street overnight parking shall not be permitted in undesignated areas and the POA for the development shall be responsible for enforcing parking restrictions.

All single-family dwelling, guest, and code required parking within an individual phase shall be provided by a driveway to accommodate a minimum of two (2) standard size vehicles (parked cars, pick-up truck or SUV) and single-family garages designed with adequate space to park at least two (2) standard size vehicles. The Developer or POA, whichever controls the subdivision common areas at the time, shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this paragraph as part of the construction permit submittal for a lot.

Garages: Individual homes may utilize a side or front garage access design concept to reduce the physical prominence of garages within the development. Garages must incorporate architectural treatments at the same level of detail and quality as the primary façade.

Design: In order to ensure architectural diversity, the owner and its successors or assigns shall ensure that no single family residence is constructed side by side or directly across the street from another residence of the same plan, elevation and color. No two (2) single family dwelling units located side by side shall have the same combination of exterior colors. The POA for the development

shall be responsible for enforcing these regulations, not only at the time of development but in the future.

Lighting: Streetlights, pathway lighting, parking lot, clubhouse, boat house, and sports court lighting shall utilize full cut off (Dark Sky) fixtures. Said fixtures shall be maintained by the POA.

J. Environmental Considerations. All landscape buffers noted on the Planned Development Plan as "natural" must contain an amount of visual screening equal to the Landscape Buffer Standard C (30 feet) per Table 33-92.02(b) of the Land Development Regulations Ordinance No. 2013-11, as amended. If landscape buffers in their natural condition contain insufficient plant material to meet the visual screening standard, the Developer will bring the buffer into compliance with the Buffer Standard referenced above. Said plantings shall be in place on or before the completion of construction for those proposed improvements and/or homes, as the case may be, which front a required buffer. Buffer standard shall not apply in adjacent areas where existing wetlands, existing lakes or proposed lakes are present within the buffer areas.

The Planned Development Plan encourages environmental preservation and sustainable development through the provision of substantial perimeter buffers, natural areas, wetland conservation easements, open space, the incorporation of elements of Impact Development ("LID") stormwater strategies, as developed by the UF/IFAS, Center for Landscape Conservation and Ecology, and use of Florida-Friendly Landscaping. The proposed buffers will add Florida-Friendly vegetation where needed to screen adjoining residential properties. The Planned Development Plan depicts a minimum fifty (50) foot perimeter buffer along the east, north and south sides of the development, and a

combination of existing natural areas, wetlands and stormwater ponds along Lake Winnemissett Drive on the west, to preserve the existing scenic roadway. A passive park with walkway, to the extent approved by easement holders, is proposed through the existing power line and gas line easements through the center of the development. The proposed minimum twelve (12) foot wide paved walkway, if approved, will be connected to various locations throughout the development as depicted on the Planned Development Plan. Existing trees and native vegetation within the power and gas line easement areas will be retained to the extent practical and may be enhanced with Florida-Friendly plantings, as approved by the easement holders. Maintenance, as approved by the easement holders of the passive park, walkway, existing vegetation and any easement holder approved landscape enhancements shall be the responsibility of the POA. The Planned Development Plan shall meet the minimum environmental standards of the Land Development Regulations Ordinance No. 2013-11, as amended.

Landscaping. The Developer shall incorporate Florida-Friendly planting principles as part of any tree replacement required for development of the Property and shall plant Florida-Friendly replacement and mitigation trees between Lake Winnemissett Drive and the lakeshore. Temporary irrigation may be installed in the area between Lake Winnemissett Drive and the lakeshore in order to ensure the successful establishment of replacement trees planted in that area.

The POA(s) shall be responsible for community wide landscape, fertilizing and irrigation, and maintenance, including on the individual lots within the Planned Development. The POA shall require, as part of their maintenance contracts, that any maintenance company contracted to perform fertilizer applications as part of said community maintenance shall have a license from the Florida Department of Agricultural

and Consumer Services (FDACS) and each person responsible for application of fertilizers shall hold a valid certificate of completion from the University of Florida Institute of Food and Agricultural Science (UFIFAS) for Green Industry Best Management Practices. In addition, the following restrictions shall be observed as part of the POA's community wide maintenance, the fertilizer application within the Planned Development shall be consistent with the requirements of Article VIII, Sections 50-522 through 50-533 of the Volusia County Code of Ordinances, which established County-wife Florida-Friendly Best Management Practices for Protection of Water Resources and shall include the following specific restrictions:

From June 1 through September 30, do not apply fertilizers containing nitrogen or phosphorus to lawn or landscape buffer areas.

Nitrogen fertilizer must contain at least 50 percent slow release nitrogen (SRN) and no more than four pounds of nitrogen per 1000 square feet may be applied to turf or landscape plants each year.

No fertilizer may be applied to impervious surfaces and any spillage or overcasting must be removed.

Only one annual application of phosphorous not exceeding 0.25 pounds per 1000 square feet per 1000 square feet shall be permitted only if soil analysis demonstrates a need for the application of supplemental phosphorous to ensure plant health.

No fertilizers containing nitrogen or phosphorus shall be applied to the 50-foot-wide natural Tree Protection Area (TPA) surrounding the Property or within any slope adjacent to a wetland, lake, tree preservation area, proposed littoral zones as shown on the approved Development Plan or in the area located west of Lake

Winnemissett Drive.

The fertilization plans and standards implemented by the POA for the Cresswind DeLand PD shall be submitted to the Program of Resource Efficient Communities at the University of Florida for peer review and recommendations.

Landscaping throughout the Planned Development, including within the individual lots, shall be designed by a LEED certified landscape architect and shall primarily incorporate the use of Florida-Friendly Landscaping approved plants.

Irrigation. As a result of concerns relating to the introduction of elevated levels of nitrogen and phosphorous to areas that drain into Lake Winnemissett, reclaimed water may only be used for irrigation in the area of the Planned Development located east of the western boundary of the powerline easement depicted on the Planned Development Plan. In the area located west of the western boundary of the powerline easement, as depicted on the Planned Development Plan, irrigation shall be provided through a combination of wet stormwater ponds located in that area of the Planned Development and irrigation wells that access the Floridan Aquifer and do not exceed six (6) inches outside diameter or 100,000 gallons per day of volume may be used to supplement the available stormwater, subject to approval of the St. Johns River Water Management District.

As part of any Preliminary or Final plat submittal, a tree survey shall be required. Both Historical and Specimen trees meeting the species and size requirement of Land Development Regulations Ordinance No. 2013-11, as amended, shall be located and shown on a survey. Historic trees located in the tree preservations areas shown on the Planned Development Plan will be preserved. Any historic tree not located in a tree preservation area is permitted to be removed and will be replaced at the required

percentage provided for in Section 33-57.05(d) of the Land Development Regulations. Trees located within wetlands (including wetland buffers) are not required to be located or counted. Other trees, excluding those identified in City code as "nuisance trees", having a diameter of 6" or larger may be grouped into defined areas on the tree survey and an average number of trees determined based on an actual count of trees inside a smaller sub-area within the larger defined area.

Unless otherwise stated herein, tree removal and replacement shall be done at the ratios identified in City Code Section 33-57, as amended. Trees planted within approved on-site private road rights-of-way may count towards required lot trees. Trees within any proposed lot, amenity site or open space parcel shall be exempt from City Code Section 33-57.07(b)5. The Developer shall not be responsible for the replacement of those currently existing trees within utility easements which are later removed by the utility provider or required to be removed as part of this development. The area within the existing power and gas line utility easements shall be exempt from City Code Section 33-57.07(a)2. Land area located below normal water line of Lake Winnemissett shall be exempt from all requirements of City Code Section 33-57. Trees may be planted within the existing on-site wetlands or Lake Winnemissett shoreline to meet the requirements of City Code section 33-57.07(a)1 provided said trees shall be wetland-friendly native species and compliant with SJRWMD permits and standards. Where proposed wet detention lakes are located within PD Buffer areas, the Developer shall plant littoral zones along the shoreline adjacent to the PD boundary or adjacent to the existing wetland areas within the Planned Development. Littoral zones shall be a minimum of ten (10) square feet per linear foot of shoreline located within a buffer adjacent to any property line. Littoral zones shall extend a minimum of 2.5 vertical feet below control water line and include an

upland transitional planting zone 2.5 vertical feet above the control water line. Littoral plantings including upland transition zones shall be wetland-friendly and native species. Any existing trees transplanted on-site shall be credited at twice it's caliper inches towards the overall project tree replacement requirements. Transplanted trees shall be monitored for a period of three (3) years to determine survivability. Any transplanted tree that does not survive shall be mitigated for at the ratios identified in City Code Section 33-57, as amended. Non-specimen and specimen trees may be relocated or removed from proposed individual single family lots provided they are replaced in accordance with this Agreement. Historic tree removal and replacement shall be conducted as required by Section 33-57.05(d). Portions of Tree Protection Areas may be less than 30 feet in width when connected to larger Tree Protection Areas. Any amendments to an approved Tree Removal and Replacement Plan to accommodate actual project site conditions may be processed administratively by the City Forester. All existing and new trees planted within project open space tracts, common area tracts, littoral zone areas, parks and private rights-of-ways shall be the maintenance responsibility of the POA. The clearing of the proposed Lakefront Park shall be limited to preserve existing trees. No other portions of the lakeshore shall be cleared unless required to remove invasive species pursuant to and compliant with SJRWMD requirements or City permits and any areas where invasive species are removed will be replanted with Florida-Friendly trees, as approved by the City.

K. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal and potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the

Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6. The City Commission specifically recognizes that the installation of reclaimed water on the western portion of the Planned Development is restricted by the terms of this Development Agreement in order to protect the water quality in Lake Winnemissett and specifically finds that the limitation of the use of reclaimed water for irrigation in that part of the development, as proposed herein, is consistent with the overall goals, policies and objectives of the Comprehensive Plan. Reclaimed water lines shall be extended to the Planned Development by the Developer so that reclaimed water is available for irrigation of all property east of the powerline easement as more particularly described in Section J above.

L. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended except that onsite wet detention volume will provide not less than fifty percent (50%), cumulatively throughout the project, more permanent pool volume than the required SJRWMD design criteria in order to provide additional water quality protection to Lake Winnemissett. Low Impact Development features such as bioswales, rain gardens and other similar features intended to encourage natural uptake of stormwater within the natural areas of the Planned Development shall be incorporated as elements in the stormwater system. The City of DeLand shall have no maintenance responsibilities whatsoever with respect to the stormwater system on the property. The City is, however, hereby granted an irrevocable license to enter upon the property to conduct any work which is required to maintain the stormwater system which has not been performed by the POA, and the POA shall be liable for any costs incurred by the City in connection

therewith. Pond 2 as shown on sheet P-2 of the Planned Development Plan shall be designed as a dry detention facility to promote increased infiltration to groundwater. Where practical, runoff from the rear of lots shall be directed to planned open space areas to promote increased infiltration to groundwater prior to entering stormwater management system. Where practical additional permeant pool volumes shall be increased within the storm water detention areas to promote increased infiltration to the underlying groundwater stratum.

If permitted by SJRWMD, storm water ponds 1 and 4 shall overflow through adjacent wetland areas 4 and 5, as shown on the Planned Development Plan, prior to discharge to Lake Winnemissett.

In addition to the SJRWMD required water quality treatment criteria, other best management practices (BMP's) to be incorporated into the stormwater drainage system shall, to the extent practicable and otherwise permitted by applicable regulations, include:

Oil / trash separator in the outfall control structures at discharge points from detention ponds.

Where practical, vegetative contact of rear yard runoff to promote infiltration prior to entering storm water system.

M. Access and Transportation System Improvements. Unless otherwise stated in this Agreement, all access and transportation system improvements shall be provided in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Two (2) private, gated access road connections to the development as shown on Exhibit B shall be from Old East New York Avenue. Exhibit B indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations. No road connections to Lake Winnemissett Drive shall be permitted. Emergency access connections from Lake Winnemissett Drive to the proposed Amenity Site may be permitted if required by the City Fire Marshall. Said emergency access will be strategically incorporated into any planned paved walkway from the Amenity site to the proposed Lakefront Park. Limited gated connections for emergency access, easement holder use or others to the existing dirt road north of the Property shall be permitted. Such access points shall be determined during the subdivision review process and shall comply with specifications determined by the City of DeLand, based upon the nature of the use of the connections.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies having jurisdiction thereof. During the subdivision review process, the applicant or its successors shall enter into a proportionate fair share agreement with Volusia County and hereby agrees that Volusia County may dictate that all funds collected pursuant to such agreement may be used for improvements to the State Road 44 corridor, including but not limited to the Beresford Avenue extension and Kepler Road round-a-bout. Moreover, the applicant or its successors hereby waives any right it may have to request a reduction in road impact fees pursuant to Volusia County Code, State Statute, or any other applicable law and recognizes that

payment of road impact fees in full and without reduction was an integral part of the consideration for the approval of this development.

N. Internal Roadways. Internal roadways for the property shall be provided in accordance with the Land Development Regulations Ordinance No. 2011-13, as amended. Unless otherwise specified herein, all local streets and sidewalks within the property shall be private and dedicated to the POA as part of Final Subdivision Plat Development Order. The City of DeLand shall not have any maintenance responsibilities for streets, sidewalks, or any other facilities. Streets shall be maintained and resurfaced in accordance with street maintenance industry best practices. In order to limit the amount of impervious area within the Planned Development, the width of all paved streets shall be twenty (20) feet, rather than twenty-four (24) feet as typically required by the City's Land Development Regulations, except at entryways into the project where wider pavement is required by the City for ingress and egress of emergency or service vehicles. Sidewalks shall be maintained free and clear of all tripping hazards in accordance with sidewalk maintenance industry best practices. Street trees shall be pruned in such a fashion to maintain the health of the trees and to maintain the appropriate vertical clearance for garbage trucks and fire engines. The City of DeLand shall have no maintenance responsibilities whatsoever with respect to the streets or sidewalks on the property. The City is, however, hereby granted an irrevocable license to enter upon the property to conduct any work which is required to maintain the streets or sidewalks which has not been performed by the POA, and said association shall be liable for any costs incurred by the City in connection therewith. Typical roadway cross section shall be in accordance with those shown on the Planned Development Plan. The Developer shall

work with the City to construct or contribute funds equal to the cost to construct to the City to install three (3) speed tables, with associated signage, along Lake Winnemissett Drive within the boundary of the Planned Development Plan, as permitted by the City. One speed table will serve as the pedestrian crossing for Lake Winnemissett Drive between the amenity center and lakefront park, as shown on the Planned Development Plan, and the remaining two shall be in locations approved by the City during subdivision review.

O. Signage. The location and size of entrance signage and monumentation at the projects two (2) access road connections as well as temporary marketing signage along the project's southern property line and internal private roads shall be consistent with the approved Planned Development Plan. Signage and monumentation may be placed within private rights-of-way provided they meet FDOT and Volusia County standards for setbacks and sight lines. Any temporary or permanent signage located within a public right-of-way shall require a permit and maintenance agreement. Temporary signage is intended to be used for the duration of the project development and shall be allowed to remain in place until the last single-family home permit has been issued by the City, but in no event longer than ten (10) years.

P. Sales Center. Applicant intends to develop a central Sales center area to be used during the life of the project. The sales center shall consist of the following temporary facilities to be located within homes to be built on 1 or more platted lots:

Sales Office (converted model home)

Design Center (converted model home)

Up to 18 Model Homes

Temporary Parking Lot

Temporary Construction Trailer(s) (may be converted model home)

Up to 3 Stay and Play Homes

The sales center hours of operation shall be:

Monday Through Friday	9:00 AM to 6 PM
Saturday and Sunday	9:00 AM to 6 PM

Special Marketing and after-hours Events shall be permitted including installation of temporary tents and restroom facilities.

In addition to the above temporary uses, the Sales Center and model area are intended to have a trap fence. Sales Center trap fencing shall be allowed to be placed across private roadways provided emergency vehicle access gates are included with Knox lock system suitable to the City's fire and police departments.

Sales Center, Design Center, Model Homes and Construction Trailers may commence construction upon approval of a Preliminary Plat and final construction plans and completion of a stabilized access to the Sales Center area for emergency vehicles. Any temporary structurally supported covered entry to either the Sales Office or Design Center or Construction Trailer to facilitate entry into the side of either building shall not be subject to side yard setbacks provided the adjoining area is a vacant lot, right-of-way or temporary parking lot. Unless otherwise approved by the City, once the Sales Center and Design Center are done being used, the Applicant shall remove all temporary structures and convert the remaining model to comply with the requirements of this Development Agreement and the City building code.

Q. Lake Winnemissett Drive. The applicant shall dedicate to The City of DeLand right-of-way covering the existing Lake Winnemissett Drive, plus a distance of 10 feet behind the existing curb on each side of the road. The applicant shall also dedicate 20 foot wide drainage easements over existing storm water discharge points from the Lake Winnemissett Drive curb line to the edge of water at Lake Winnemissett.

R. Building or Property Owners Association. The applicant shall form a property owners association(s) for the property, and the charter and by-laws of said association(s) and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within Cresswind DeLand PD, the City of DeLand shall only enforce the provisions of the Development Agreement and City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties. Notwithstanding the foregoing, the City hereby adopts and incorporates into the terms of this Development Agreement certain deed restrictions relating to the use and development of the Property that may be enforced by the City of DeLand as material terms to this Development Agreement:

1) Lake Shore Uses. Except as may be expressly allowed by this Development Agreement, no commercial, residential, agricultural, industrial or other activity

or development shall be undertaken or allowed on the shore of Lake Winnemissett.

2) Removal of Trees from Shore of Lake Winnemissett. Except for removal of trees as reasonably required in connection with the development of the improvements adjacent to the shore of Lake Winnemissett and except for removal of non-native or invasive species, removal of dead, dangerous, damaged or diseased trees and tree limbs, or except for normal and customary trimming of limbs no higher than six (6') feet above ground level in order to enhance the visibility of the Lake from the Property and except for normal and customary trimming of all limbs for safety or storm preparation purposes, except as the result of force majeure, the removal, destruction or damaging of trees within the area between Lake Winnemissett Drive and the shore of Lake Winnemissett shall not be permitted. The POA shall re-establish trees removed, destroyed or damaged in violation of this provision with trees of equivalent or like kind and condition as those removed, destroyed or damaged. Any invasive trees removed along the Lake Winnemissett shoreline will be replaced with Florida-Friendly trees to maintain the natural shoreline and tree canopy over Lake Winnemissett Drive.

3) Prohibited Uses on the Property. Except as may be expressly allowed by this Development Agreement, the Property shall not be used for any purpose other than single family residential uses and ancillary uses to single family residential uses on the Property.

4) Waters. Except as may be expressly allowed under the terms of this Development Agreement, no use, access to, construction, development, filling,

dredging or other modifications shall be allowed in or adjacent to the shore of Lake Winnemissett.

5) Construction and Improvements. Except as may be expressly allowed under terms of this Development Agreement and associated permits issued in connection with the development permitted herein, there shall not be any construction of, or the placing of additional buildings, utilities, infrastructure, roads or other structures or improvements on, under, or adjacent to the shore of Lake Winnemissett.

S. Reverter Provision. The City Commission may rezone the project in the event a final subdivision plat development order is not obtained for any phase of development on or before 5 years from the effective date of this Development Agreement, if necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Commission, for good cause shown, extends the time period indicated in this paragraph.

Provided Developer has commenced development of the project within the 5-year time frame from the effective date and continues to actively develop ongoing phases as demonstrated by issuance of development permits and building permits, then no rezoning by the City shall occur unless otherwise requested by then owner.

T. Binding Effect of Plans; Recording; and Effective Date. Unless otherwise provided for herein, the Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The Cresswind DeLand PD zoning, provisions of the "Development Agreement," and all

approved plans shall run with the land and shall be administered in a manner consistent with Article XII of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended. To the extent the Development Agreement includes references to specific sections of the City of DeLand Land Development Regulations, those references are intended to incorporate the standards in effect as of the date of the Development Agreement. Any subsequent amendments that change the references sections of the Land Development Regulations shall not change the standards incorporated in the Development Agreement.

This Development Agreement and the Ordinance by which it is adopted shall be void and of no force or effect unless, on or before December 31, 2021, either 1) the property described in the attached Exhibit "A" is purchased by the Applicant and a deed for the transfer of such property is recorded in the public records of Volusia County, Florida; or 2) the owner of such property files with the City of DeLand a notice waiving the requirement for the transfer of the property.

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

DONE and ORDERED by the City Commission, City of DeLand, Florida,

this 23rd day of September, 2020.

ATTEST:

Michael Pleus

City Manager

City Commission of DeLand Florida

Robert Apgar

Mayor

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

DeLAND FLORIDA

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd day of September, by Michael Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

JULIA M. HEWITT
MY COMMISSION EXPIRES
DECEMBER 29, 2023
HCC 908791
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Julia M. Hewitt

Commission No.: HH 908791

My Commission Expires: 12/29/20

WITNESSES:

Shawnda Mines

Shawnda Mines

.

Summer D Meents

Summer D Meents

By: Owner

Lake Park Estate LLC,

a Florida limited liability company

By: _____

Elizabeth F. Williams, Manager

By: _____

Earl W. Colvard, Manager

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of Sept, by Elizabeth F. Williams and Earl W. Colvard, Manager and Manager of Lake Park Estate LLC, as Owner, who are personally known to me or who have produced _____ as identification.

TINA GILMER
Notary Public - State of Florida
Commission # GG 249702
My Comm. Expires Oct 15, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Tina Gilmer

Tina Gilmer

Commission No.: GG 249702

My Commission Expires: Oct. 15, 2022

WITNESSES:

By: Applicant

KH Acquisitions LLC,

a Florida limited liability company

as contract purchaser

By: The Kolter Group LLC

A Florida limited liability company

Its' Manager

Cindy Cleary

By: _____

William Johnson, Manager

_____

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 22 day of September, by William Johnson, Manager of The Kolter Group LLC, as Applicant, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

SASHA PARADES
MY COMMISSION # GG 146841
EXPIRES: September 28, 2021
Bonded Thru Notary Public Underwriters

Type or Print Name: Sasha Parades

_____

Commission No.: 146841

My Commission Expires: 9/28/21

EXHIBIT A
CRESSWIND – DELAND LEGAL DESCRIPTION (PER TITLE COMMITMENT)

LANDS SITUATED IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOTS 12 THROUGH 17 INCLUSIVE, AND LOTS 28 AND 29, ASSESSORS MAP OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2737.14 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID LOT 28; THENCE RUN NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 18, SAID ASSESSOR'S MAP OF WINNEMISSETT, A DISTANCE OF 1592.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 264 FEET OF SAID LOT 18, THENCE RUN NORTH 01 DEGREES, 31 MINUTES 18 SECONDS WEST, ALONG SAID EAST LINE OF THE WEST 264 FEET, A DISTANCE OF 166.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID LOT 18; THENCE RUN NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 18, A DISTANCE OF 264.12 FEET TO THE WEST LINE OF SAID LOT 18 AND THE WEST LINE OF LOTS 21 AND 22 OF SAID ASSESSOR'S MAP OF WINNEMISSETT; THENCE RUN NORTH 01 DEGREES 31 MINUTES 18 SECONDS WEST, ALONG SAID WEST LINE OF LOTS 18, 21 AND 22, A DISTANCE OF 1079.32 FEET TO THE NORTH LINE OF SAID ASSESSOR'S MAP OF WINNEMISSETT AND THE NORTH LINE OF THE AFORESAID SECTION 13, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, ALONG SAID NORTH LINE OF SECTION 13, A DISTANCE OF 1338.00 FEET TO THE NORTHEAST CORNER OF SAID MAP AND THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1342.24 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, THENCE RUN SOUTH 01 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2824.25 FEET TO THE NORTHEAST CORNER OF THE SOUTH 7/8 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 545.12 FEET TO A POINT ON THE WEST LINE OF THE EAST 545 FEET OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 01 DEGREES 41 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 545 FEET, A DISTANCE OF 1238.51 FEET TO THE NORTH RIGHT-OF WAY LINE OF OLD STATE ROAD 44; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 810.31 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 644.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET AND A CENTRAL ANGLE OF 20 DEGREES 22 MINUTES 00 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 353.84 FEET; THENCE RUN NORTH 34 DEGREES 47 MINUTES 32 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 122.79 FEET; THENCE RUN SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 34 DEGREES 47 MINUTES 32 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.43 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 15 MINUTES 03 SECONDS WEST; A CHORD DISTANCE OF 133.04 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 39 MINUTES 49 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 133.14 FEET; THENCE RUN SOUTH 57 DEGREES 25 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 215.16 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 355.86 FEET; THENCE RUN NORTH 88 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 1285.28 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THAT LIES WITHIN LAKE WINNEMISSETT DRIVE. SAID PROPERTY CONTAINING +/- 318.4 ACRES.



L E G E N D

- Property Boundary
- Wetland Conservation
- Wetland Impacts
- 56' Right-Of-Way
- 50' Right-Of-Way
- Model Homes, Sales And Design Center
- Community Amenity
- Landscaped Entry Feature
- Utility Easement Open Space
- Other Open Space
- Stormwater Pond
- Tree Preservation Areas:
- Conceptual Trail System
- Right-Of-Way Dedication
- Enhanced Pond Littoral Shelf Planting
- Lakefront Park
- On-Street Guest Parking (2 Spaces, See Sheet P-3)

GRAPHIC SCALE: 1" = ###'

SITE DATA AND OPEN SPACE CALCULATIONS

Description	Ac. +/-	%
Total Site Area:	318.4	
Less Lake Winnemissett Area:	51.7	
Less Lake Winnemissett Road 43' ROW:	3.7	
Net Landward Area:	**263.0**	
Retention Ponds[2]:	27.2	
Tree Preservation Areas (TPA):		
Tree Preservation Areas:	35.5	13.5%
Net Wetland Conservation[1]:	19.0	7.2%
Wetland Setbacks:	4.3	1.6%
Total TPA[3]:	**58.8**	**22.4%**
Open Space		
Other Open Space[4]:	7.3	
Utility Easement:	21.0	
Stormwater Ponds and Pond Banks:	36.0	
Net Wetland Conservation[1]:	19.0	
Wetland Setbacks:	4.3	
Amenity Site[5]:	6.6	
Tree Preservation Areas (TPA):	35.5	
Total Open Space Without TPA:	**94.2**	**35.8%**
Total Open Space With TPA:	**129.7**	**49.3%**
Impervious Surface Ratio (ISR):		
Net Landward Area:	263.0	
Pervious Areas:		
Stormwater Ponds and Pond Banks:	36.0	
Wetlands and Wetland Setbacks:	23.3	
Estimated Pervious Portion of Amenity Center[6]:	3.2	
Other Open Space[4]:	7.3	
Tree Preservation Areas (TPA):	35.5	
Utility Easement:	21.0	
Estimated Pervious Portion of Lots:	23.8	
Estimated Pervious Area of ROW[7]:	5.6	
Total Pervious Area:	155.7	
Total Impervious Area:	**107.3**	**40.8%**

Notes:
1) Area does not include wetland setbacks and deducts 1.2 Acres of proposed wetland impact.
2) Area does not include maintenance berms pond banks.
3) Based on Net Landward Area.
4) Includes open spaces between back-to-back lots, and other inefficient lands adjacent to wetlands that are not proposed to be developed. Available Open Space and final Open Space calculations are subject to final layout, engineering design, and permitting.
5) Entire Amenity Center for Open Space Calculations.
6) Includes sidewalks, buildings, pool and pool deck, parking, tennis and pickleball courts. Based on a conceptual design and is an estimate.
7) For proposed internal roadways (50' and 56' ROW). This calculation will be determined by the number of driveways that extend into the ROW. For planning purposes, it is estimated using an average ISR of the various lot size configurations as shown on the Lot Details diagram on Page 3.

NOTES

1. The Property shall be developed as an Age Restricted (55 and older) active adult development.
2. Sidewalks shall be provided on both sides of local roads in the 56' ROW section. Sidewalks shall only be required on one side of local roads in the 50' ROW section.
3. See Sheet P-4 for phasing and lot size distribution.
4. The open space and common area tracts will be owned and maintained by the Property Owner's Association.
5. A passive park with trail connections to residential development is proposed through the existing power line and gas line easement. The trail shall average 12 feet in width.
6. Tree preservation, buffers, tree removal and planting shall comply with the requirements of the Cresswind DeLand Development Agreement and City of DeLand Land Development Code as amended.
7. All potable water, wastewater and reclaim shall comply with the City of DeLand Land Development Code as amended and the Florida Administrative Code 64E 6.
8. The proposed stormwater system shall comply with the City of DeLand Land Development Code as amended, and the St. Johns River Water Management District requirements.
9. All utility and drainage easements shall be maintained by the Property Owner's Association.
10. Access to the Property may be gated and will be via two entrances along the Old E. New York Avenue.

HEIDT DESIGN
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture
Engineering Business Certificate of Authorization No. 28782
Landscape Architecture Certificate of Authorization No. LC26000485
1130-A Celebration Blvd.
Celebration, FL 34747
Office: (321) 559-8521
Fax: (321) 464-7629
www.HeidtDesign.com

CRESSWIND DELAND PD

DEVELOPMENT PLAN MAP

PREPARED FOR: KH ACQUISITIONS LLC

DATE	DESCRIPTION
10/8/2019	DEVELOPMENT PLAN MAP
12/23/2019	REV. DEV. PLAN MAP
1/22/20	DPM COLOR
10/7/20	DPM COLOR ADDT'L REVISIONS
2/4/20	ADD ENTRY FEATURE
2/24/20	ADD ON-STREET
4/7/2020	UPDATE OPEN SPACE COLORING

Applicant:
Kolter Group Acquisitions LLC
Mr. Scott Morton
105 NE 1st Street
Delray Beach, FL 33444
(561) 515-4450

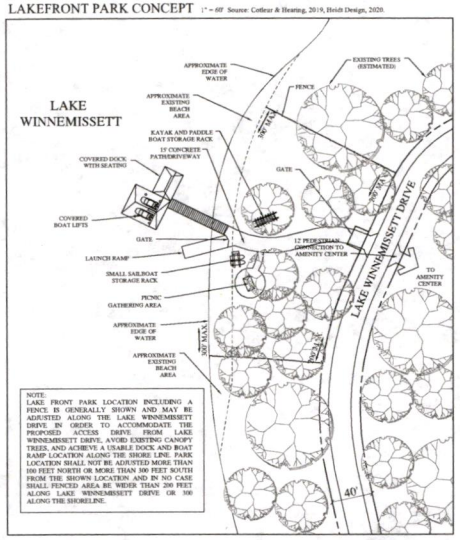
Applicant's Representative:
Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration Boulevard
Celebration, FL 34747
(321) 559-8521

PROJECT NO: KAL LW 1002
DPM REV 1.16.20 Color
DESIGN BY: B. KIRALY
DRAWN BY: B. KIRALY

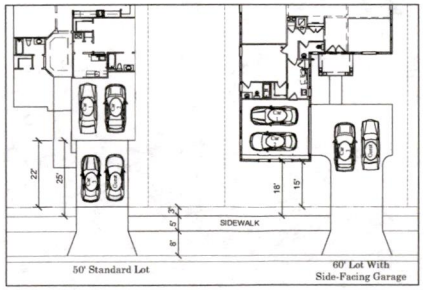
P-2-Color

K:\LAKE WINNEMISSETT\MASTER PLAN\COMMUNITY PLAN\INGZONING\DGN\COLOR VERSION\CRESSWIND P-2 DPM COLOR 4 7 2020.DWG DPM 20121120 1:14 PM BRIAN KIRALY

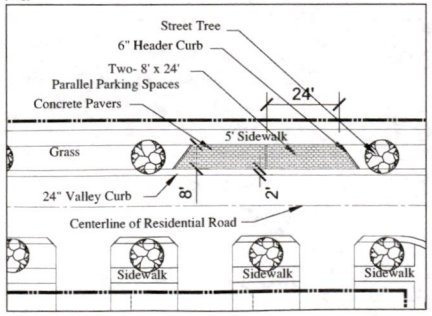
LAKEFRONT PARK CONCEPT 1" = 60' Source: Cotleur & Hearing, 2019, Heidt Design, 2020.



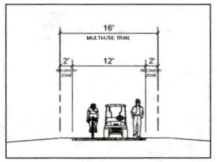
PARKING DETAILS 1" = 20'



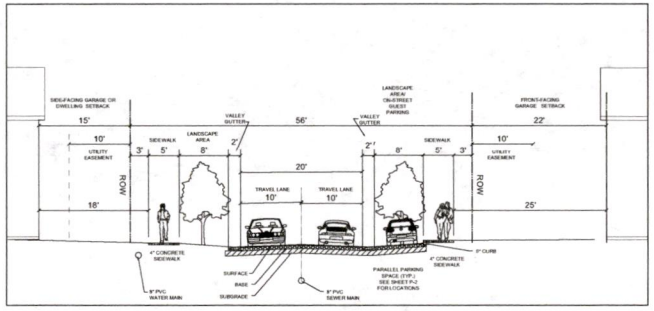
TYPICAL ON-STREET PARKING DETAIL 1" = 20'



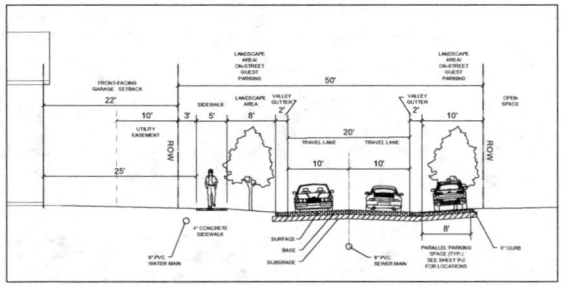
TYPICAL ROAD SECTION 12' MULTI-USE TRAIL 1" = 10'



TYPICAL ROAD SECTION 56' ROW 1" = 10'

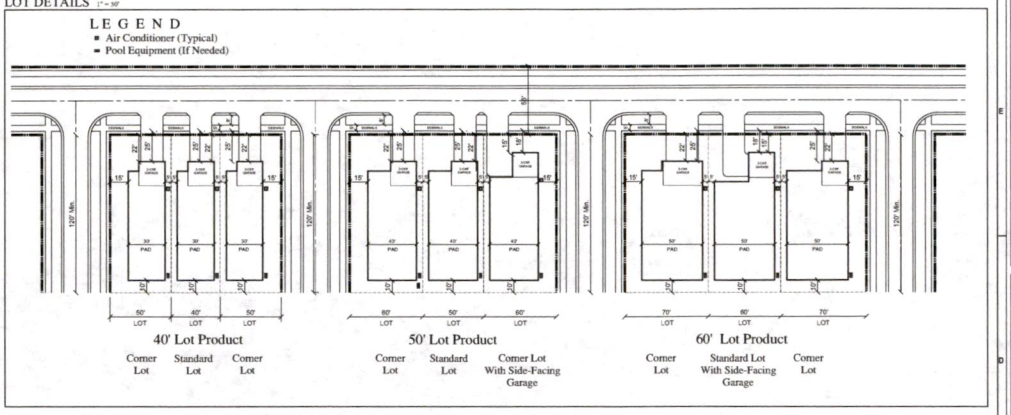


TYPICAL ROAD SECTION 50' ROW 1" = 10'



Parking Standards				
# Of Bedrooms	Parking Required	Guest Parking Req' (@ 0.25 Spaces/DU)	Total Parking Required	Parking Provided
1-3 Bedroom	2	0.5	2.5	4
4 Bedroom	3	0.75	3.75	4

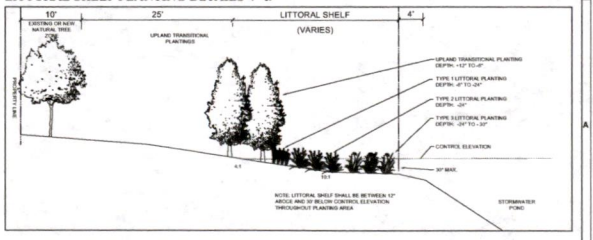
LOT DETAILS 1" = 30'



LOT DEVELOPMENT STANDARDS				
Minimum Lot Area:	**4,800 SF**			
Minimum Lot Width:	**40'**			
Minimum Setbacks:		**40' Lots**	**50' Lots**	**60' Lots**
Building				
a. Front		15'	15'	15'
b. Rear		10'	10'	10'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Garage				
Front Facing[1]		22'	22'	22'
Side Facing		15'	15'	15'
Pools, Hot Tubs, Cabanas and Similar Structures				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		5'	5'	5'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Patios, Screened Enclosures:				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		3'	3'	3'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Fences:				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		0'	0'	0'
c. Side		0'	0'	0'
d. Side Corner		10'	10'	10'
e. Maximum Height		6'	6'	6'
Minimum Living Area (Heated):	**1,800 SF**			
Maximum Lot Impervious Area:	**75%**			
Maximum Project Impervious Area:	**50%**			
Maximum Building Height Residential:	**35'**			
Maximum Building Height Non-Residential:	**50'**			

Notes:
1) A minimum of 20' from back of sidewalk to face of front-facing garage.

LITTORAL SHELF PLANTING DETAILS 1" = 20'



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Celebration, FL 34747
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www.HeidtDesign.com

CRESSWIND DELAND PD

DETAILS

PREPARED FOR: KH ACQUISITIONS LLC

N:\LAKE WINNEMISSETT\MASTER PLAN\COMMUNITY PLANNING\DWG\DAD\CRESSWIND P-3 DETAILS 7 10.2020.DWG-DETAILS 2014/11/19 12:59 PM BRIAN KRALY

DATE	DESCRIPTION
10/6/2019	DETAILS-FINAL
1/3/2020	REVISED DETAILS
1/27/2020	REVISED DETAILS
1/27/2020	REVISED DETAILS
2/24/2020	REVISED DETAILS ADD ON-STREET
2/25/2020	REVISED DETAIL
4/7/2020	UPDATE WATERFRONT PARK
5/14/2020	UPDATE PARK ADD ON-STREET
7/10/2020	ADD PARK FENCE AND NOTE

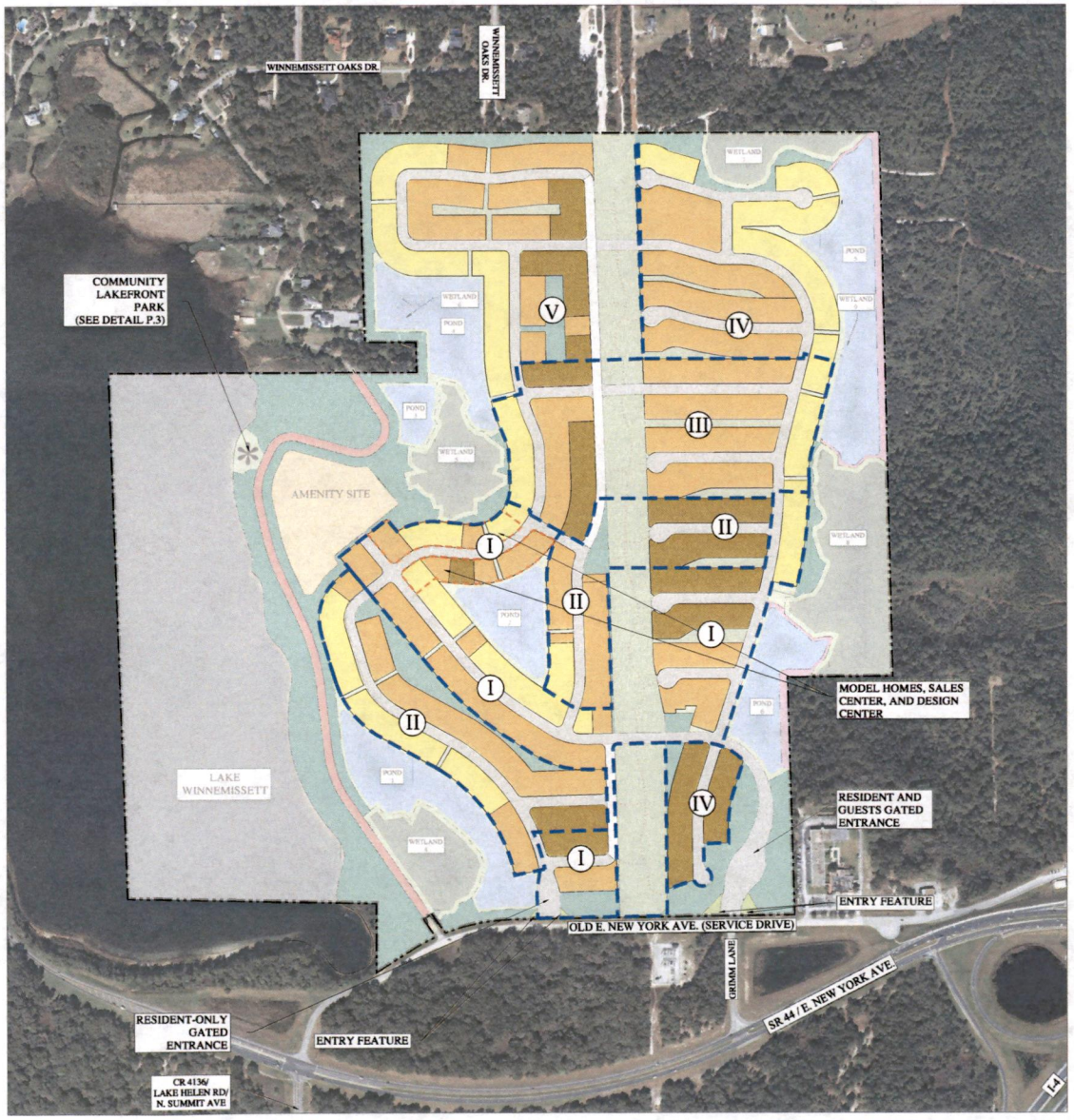
Applicant:
Kolter Group Acquisitions LLC
Mr. Scott Morton
105 NE 1st Street
Delray Beach, FL 33444
(561) 515-4450

Applicant's Representative:
Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration Boulevard
Celebration, FL 34747
(321) 559-8521

PROJECT NO:	KAL LW 1002
FILE:	DETAILS
DESIGN BY:	B. KIRALY
DRAWN BY:	B. KIRALY

P-3

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L E G E N D

- 40' Lots
- 50' Lots
- 60' Lots
- Phase Line
- Model Center Area

GRAPHIC SCALE: 1" = ###'

PRELIMINARY LOT AND PHASE SUMMARY						
LOT SIZE	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	TOTAL
40'	35	37	22	27	25	146
50'	72	62	69	59	51	313
60'	32	27	20	29	30	138
SUBTOTAL	139	126	111	115	106	597

NOTES

Disclaimer:
This plan is preliminary and conceptual in nature and is provided for conceptual review. The lot arrangements, amenity design, and waterfront park design are subject to revision pending detailed engineering design, permitting, and platting tasks.

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CRESSWIND DELAND PD
DEVELOPMENT PLAN MAP
PREPARED FOR: KH ACQUISITIONS LLC

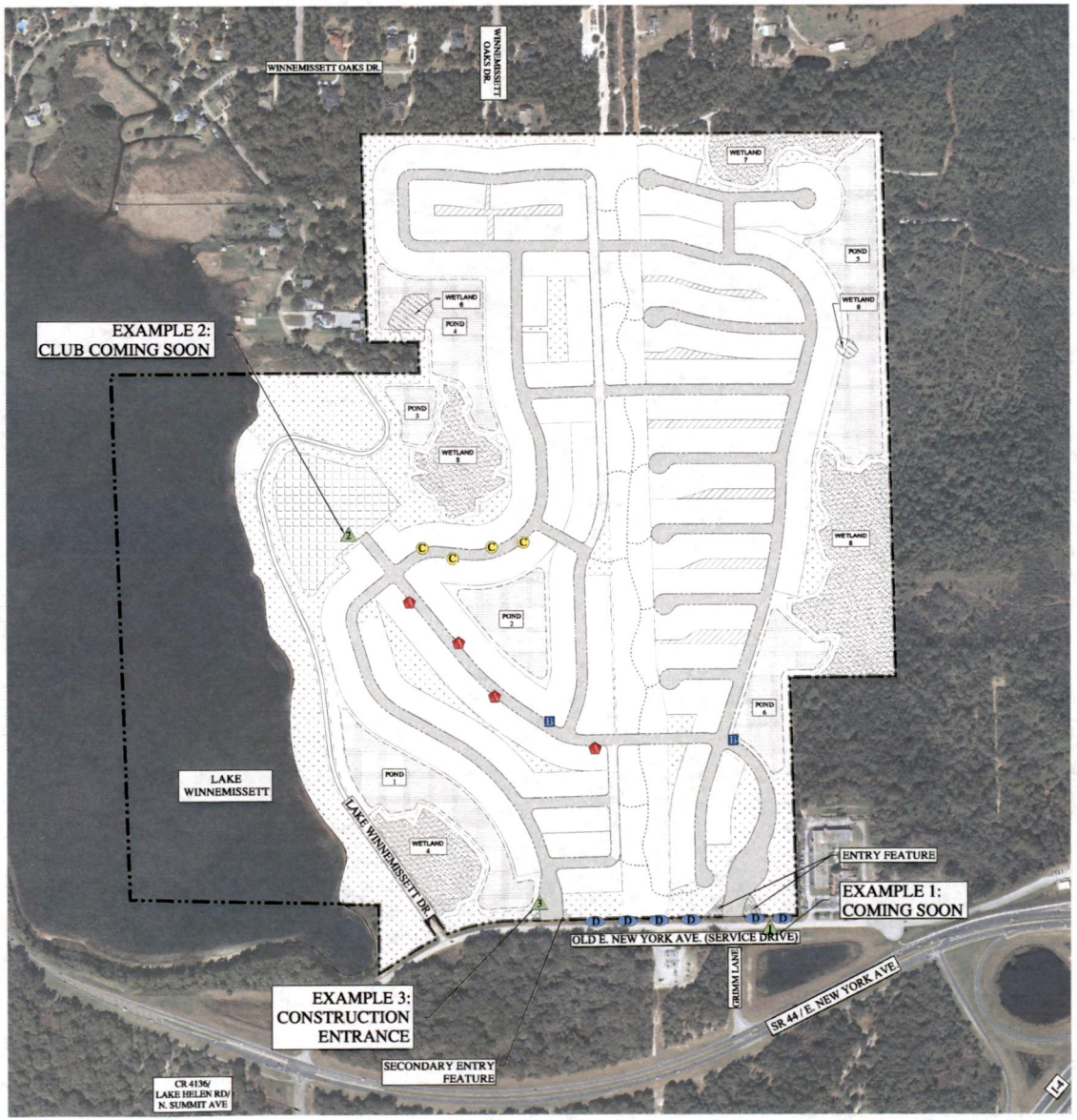
DATE	DESCRIPTION
10/5/2019	DEVELOPMENT PLAN MAP
11/22/2019	ADD 50' FRAMING LOT LAYOUT
12/27/2019	COLORED FRAMING LOT LAYOUT
1/20/2020	ADD ENTRY FEATURE
2/6/20	

Applicant:
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(561) 515-4450

Applicant's Representative:
Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration Boulevard
Celebration, FL 34747
(321) 559-8521

PROJECT NO:	KAL LW 1002
	DPM REV 1.16.20 Color
DESIGN BY:	B. KIRALY
DRAWN BY:	B. KIRALY

P-4-Color



SIGN LEGEND

- A — Sign Type A: Burma Shaves/ Banners
- B — Sign Type B: Directional Signs
- C — Sign Type C: Flag Pole Banners
- D — Sign Type D: After Opening Flags

- 1 — Example 1: Coming Soon
- 2 — Example 2: Club Coming Soon
- 3 — Example 3: Construction Entrance

0 300 600
GRAPHIC SCALE: 1" = 300'

SIGN IMAGES

Sign Type A: Burma Shaves or Banners Pending Light Posts



Sign Type B: Directional Signs 24" x 36" or 18" x 36"





Sign Type C: Flag Pole Banners Pending Light Poles 24" x 44"

Sign Type D: After Opening Flags Range from 10' to 15' In Height





Example 1: Coming Soon 4' x 8'



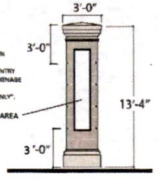
Example 2: Club Coming Soon 8' x 16'



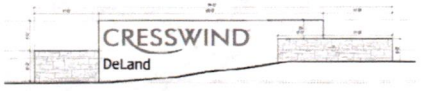


Example 3: Construction Entrance 4' x 8'

Secondary Entrance Feature Concept



Main Entrance Feature Concept



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CRESSWIND DELAND PD
SIGNAGE
PLAN AND DETAILS
PREPARED FOR: KH ACQUISITIONS LLC

DATE	DESCRIPTION
10/10/2019	SIGNAGE PLAN
12/31/2019	SIGNAGE PLAN REVISIONS
2/7/20	ADD PRIMARY ENTRY SIGN
2/9/20	ADD SECONDARY ENTRY SIGN

Applicant:
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Mr. Scott Morton
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(561) 515-4450

Applicant's Representative:
Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration Boulevard
Celebration, FL 34747
(321) 559-8521

PROJECT NO:	KAL LW 3002
FILE:	CRESSWIND P-5 SIGNAGE 2.5.20
DESIGN BY:	B. KIRALY
DRAWN BY:	B. KIRALY

P-5

K:\LAKE WINNEMISSETT\MASTER PLAN\COMMUNITY PLANNING\ZONING\DCA\CRESSWIND P-5 SIGNAGE 2.5.20.DWG SIGNAGE 2014/11/16 12:59 PM BRIAN KIRALY

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THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Susan Stanford

who, on oath says that she is .....

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia County, Florida; the attached copy of advertisement, being a .....

PUBLIC NOTICE

L 2365041

in the Court,
was published in said newspaper in the issues.....

AUGUST 14, 2020

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

.....

Sworn to and subscribed before me

This **14th** of **AUGUST**

A.D. 2020

Cynthia Anderson

49D

CYNTHIA ANDERSON
State of Florida-Notary Public
Commission # GG 155574
My Commission Expires
October 29, 2021

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF DELAND, FLORIDA

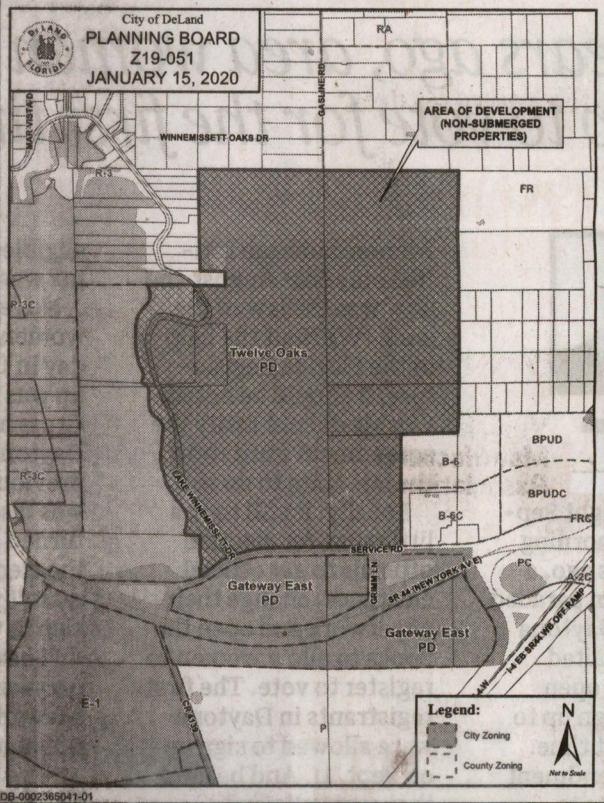
NOTICE IS HEREBY GIVEN that there will be a Public Hearing on the following Ordinance on Tuesday, August 25, 2020 at a special meeting of the DeLand City Commission. The meeting will take place at 6:00 P.M. in the City Commission Chambers, 120 South Florida Avenue, City Hall. All interested parties are invited to attend and be heard on the matter.

Any person who wishes to appeal any decision made by the City Commission with respect to any matter considered at this meeting will need a record of the proceeding and, thus, may need to ensure that a verbatim record of the proceeding is made, including the testimony and evidence upon which an appeal may be based.

The original of the ordinance is on file in the office of the City Clerk and may be inspected Monday through Friday from 8:00 A.M. to 5:00 P.M.

ORDINANCE NO. 2020 - 19

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM TWELVE OAKS PLANNED DEVELOPMENT TO CRESSWIND DELAND PLANNED DEVELOPMENT, ON PROPERTY LOCATED EAST OF LAKE WINNEMISSETT AND NORTH OF THE OLD ALIGNMENT OF EAST STATE ROAD 44 (SERVICE ROAD); APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY +/- 318.4 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.



CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re Approval of Three (3) New Caterers for the Sanborn Center.

DEPARTMENT: Parks & Recreation

PREPARED BY: Ruth victor, Admin Coord.

ATTACHMENTS: RFP-23-05 Selection Committee Consolidated Score Sheet

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The contracts with the existing caterers for the Sanborn Event Center have expired. The City Commission directed staff to increase the total number of caterers to twelve in order to allow for more options for the customers of the Sanborn Event Center. The Commission also directed staff to allow for caterers that were only able to service smaller events and to provide a scoring preference to local caterers. An initial request for proposals resulted in an approved list of seven caterers. Due to the low number of selections and the desire to get to a total number of twelve approved caterers, the Commission directed staff to advertise for additional proposals. The City issued a request for proposals "RFP" on July 26, 2023 with a submittal deadline of August 17, 2023. The Commission appointed Commissioner Jessica Davis to serve on the evaluation committee along with Rick Hall, Jennifer Wilder, and Chad Rhodes. A total of three proposals were submitted. The Review Committee met on September 5, 2023 to determine a list to submit to the City Commission for approval. The Committee approved all three applicants and notes that all three appear to be excellent caterers. Staff is recommending that the City Commission approve all three applicants. If the recommended list of caterers are approved by the Commission, an agreement will be provided to the caterers. The targeted start date would be October 23, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

The committee recommends approval of the following caterers for the Sanborn Center: Sonny's BBQ, De La Vega, and Serve All Catering.

BACKGROUND/DISCUSSION:

The three applicants proposed for approval will provide excellent services at the Sanborn Center. With the approval of the additional three caterers, the total will be 10 caterers at the Sanborn Center. The initial goal

was to select twelve caterers. Since the number is short of the target, staff is recommending an option to advertise again in a six to twelve month period from now.

SELECTION COMMITTEE CONSOLIDATED EVALUATION SCORESHEET

MEETING DATE: September 5, 2023 @ 4:30 P.M.
POSTING DATE: September 6, 2023 POSTED BY: Corey McMillen

▼Committee Member▼	Serve All Catering, Inc.	De La Vega	Sonny's BBQ
Commissioner Davis	1	1	1
Rick Hall	1	1	1
Chad Rhodes	1	1	1
Jennifer Wilder	1	1	1
TOTAL POINTS	4	4	4
RANKING	**1**	**1**	**1**

***** Motion by Rick Hall, Second by Commissioner Davis to recommend to the City Commission to enter into contract with all proposers [Unanimous vote]: Serve All Catering, Inc.; DeLa Vega; Sonny's BBQ**

CITY OF DELAND
Request for Commission Action
October 16, 2023

SUBJECT: Consideration re City of DeLand Legislative Program 2023-2024.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Live Local Act Summary v 10-3-2023

APPROVED BY: Michael Pleus, City Manager, October 11, 2023

SUMMARY/HIGHLIGHT:

The Volusia Legislative Delegation will hold their annual Delegation hearings on October 24th 2023. During this hearing, the City of DeLand presents a legislative program consisting of issues of concern and requests for action or assistance. This program also includes several of the priority items identified by the Florida League of Cities because of their impact on all Florida cities.

At this time, the Florida League of Cities has not released its final Legislative Priority Program and when it does, staff recommends that the City support the items presented by the Florida League of Cities. Typically, the items focus around maintaining home rule and opposing unfunded mandates.

One item that staff is seeking guidance from the Commission on is the Live Local Act. At the last legislative session, the state legislature passed an affordable housing bill that has many overriding impacts on local governments for when an affordable housing project is proposed under the requirements of this new Live Local Act. The City of DeBary is making a charge to address this with our Volusia Delegation and requested that surrounding cities consider supporting this charge.

The revision requests that the City of DeBary is asking for the Live Local Act are as follows:

1. Clarification is needed for commercial, industrial and mixed use within PUDs. PUDs are contractual agreement between the developer, the residents who invested in the PUD and the City. We recommend this language be added to the revised bill, " This statute does not apply to commercial, industrial or mixed uses within an existing Planned Unit Development."

2. Exempt small cities from this statute who cannot afford the infrastructure costs to support these projects. Infrastructure costs are the same for every city, however, it is proportionately more burdensome for smaller cities. We recommend cities with a population of less than 30,000 and/or an annual General Fund revenues of less than $50 million be exempt. If not, municipalities will significant have to raise property taxes to accommodate this untaxed growth. This will become the largest tax increase bill ever passed by the Florida Legislature. Affordable housing needs to be in larger cities, as this is where the jobs are located.

3. The burden on infrastructure improvements have been placed on citizens, causing municipalities to raise taxes. Eliminate the tax exemption. The incentives are too great and this law will become a commercial/industrial redevelopment bill. The tax exemption creates an unfair competitive advantage in the apartment industry, as new apartments will enjoy the exemption, existing apartments will not.

4. Restore home rule and eliminate the administrative approval on a proposed, hypothetical business plan or model. This administrative approval prior to construction will lead to a bait-n-switch practices and abuse in process.

5. Qualifying properties and rental rates exceed or at current market rates in DeBary and other cities. Rental rate percentage range (80%-120%) should be adjusted to 60%-80%. If not adjusted, the 75% tax exemption will become automatic for charging current market rate.

6. The criteria that allows apartment complexes to be able to use the highest density in the city destroys decades of comprehensive planning. The City of DeBary is being penalized for having the SunRail Station (mass-transit system located in Central Florida). The small area around the SunRail Station is 32 units per acre. Allowing this density, which is customized for mass transit systems, to be used in areas not designed for this type of densities will destroy communities. Other cities have customized higher densities in specialized areas of their cities due to specific attractions or amenities. This statute unfairly penalizes cities with special attractions or amenities, such as mass-transit, beaches, and other attractions.

7. This statute has limited audit authority to verify household income and rental rates. A revision is required to grant the local government audit authority on an annual basis to verify qualification of the tax exemption. Requiring just an affidavit will lead to abuse. Local governments can use contract auditors. The Florida Department of Revenue and other agencies, such as local governments that enforce tourist development tax have the authority to use contract auditors.

A detailed analysis of the Live Local Act from the DeBary City Attorney has been attached to this agenda item for additional details. In general, the City of DeLand staff shares similar concerns about the Live Local Act and request that the City Commission provide guidance on whether to stand with DeBary and support this specific initiative by including it in our legislative program.

In addition to the legislative priorities of the Florida League of Cities, the City will be seeking appropriation requests for three items: The Bridge, Volusia Homeless Pilot Program, and a Water Project.

Once the Florida League of Cities publishes the priority document, staff and the City's Lobbyist will work on putting together a program document that we will have to distribute at meetings or when requested by legislators.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff requests that the Commission consider approving the City's legislative program, as well as any additional items that might be presented by the City Commission.

BACKGROUND/DISCUSSION:

In addition to the City of DeLand hosting the Volusia Delegation Hearing on October 24th 2023, staff notes that the cities, the county and the Chamber typically plan the annual Volusia Day event. This will be a one day event that will focus the Legislature on our local and municipal issues. Volusia Day has not been scheduled as of yet. The Florida League of Cities Legislative Action days are scheduled from January 29th through January 31st. Session starts on January 9th and session concludes on March 8th.

The Volusia Delegation

Representative Stan McClain	District 27
Representative Tom Leek	District 28
Representative Webster Bamaby	District 29
Representative Chase Tramont	District 30
Senator Travis Hutson	District 7
Senator Tom Wright	District 8

City of DeLand Lobbyist: Alex Setzer

FACT SHEET
Live Local Act
SB 102

Directory

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Effect on Affordable…… Page 9

Effect on Property Tax Exemption…….. Page 13

Effect on Exemption Process…….. Page 17

Recommended Revisions…… Page 17

Version: October 3, 2023

Executive Summary/Talking Points

1. **The Broad Stroke of this law has an adverse effect on Unique Communities.**
    a. DeBary has over 900 acres of vacant commercial, industrial and mixed use property, most in PUD's. The highest density is 32 units/acre around the SunRail Station.
    b. Expansion of the highest density within city limits destroys 20 years of local comprehensive planning and threatens unique communities with an overwhelming amount of apartments.

2. **Affordable definition in the law is actually current market rate.**
    a. Affordable median income definition (80%-120% of median income) is at or above current market in DeBary. If 40% of the units meet the affordable definition, it guarantees a 75% - 100% property tax exemption. DeBary's 2023 Median Income is $80,000. The Deltona-Daytona Beach-Ormond Beach statistical area's median income is $65,889. Using HUD's 30% rule, the rental rates are at current market. See the chart on page 10 of this document.

3. **This law creates an unfair competitive advantage in the apartment industry.**
    a. New apartments qualify for tax exemption, will be saving $1 -2 million annually.
    b. Existing apartments are not entitled to the same property tax exemption.

4. **This law will be one of the largest tax increases for local governments (487 jurisdictions) in the State of Florida.**
    a. Tax exemption is too high, proportionate share too low, causing DeBary citizens to pick up tab for infrastructure costs, increase public safety services and other costs.
    b. We anticipate this law will cause DeBary, because of our exposure, to double our property tax rate.

5. **Because of its large tax incentives, this law will become a commercial redevelopment act.**
    a. The same law that was to provide housing for our workforce is now taking away the very jobs they need.
    b. Apartment developers will leverage tax savings into accelerating the purchase of more commercial and industrial properties, both vacant and developed.
    c. Currently, commercial/industrial developments are purposely letting their PUDs expire to enter into contracts with apartment builders. Currently apartment projects are delaying their start, letting their current PUD expire, to become eligible for the tax exemptions.

6. **This law will devastate the school system.**
    a. DeBary has one school that is already overcrowded. Volusia County Schools does not own any other property in DeBary. DeBary is almost built-out. I met with Volusia County Schools. It will severely impact their ability to handle all the children this bill creates.

7. **This law conflicts with the State's Comprehensive Plan regulations and unfairly burdens local government's land planning and development code processes.**
    a. This law may violate the PUD contracts between the developers, HOAs and the City. We are already losing an approved critical commercial/industrial project to an apartment complex that can build up to 759 apartments.
    b. This law violates the City's home rule and <u>requires administrative approval on a proposed business model or plan</u>.

EFFECT ON AUTHORIZATION

Section 166.0451 (6) Affordable Housing

Notwithstanding any other law or ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to a mixed-use residential development, on any parcel zoned for commercial and industrial use. So long as at least 10 percent of the units included in the project are housing that is affordable.

Section 166.0451(7)(a)

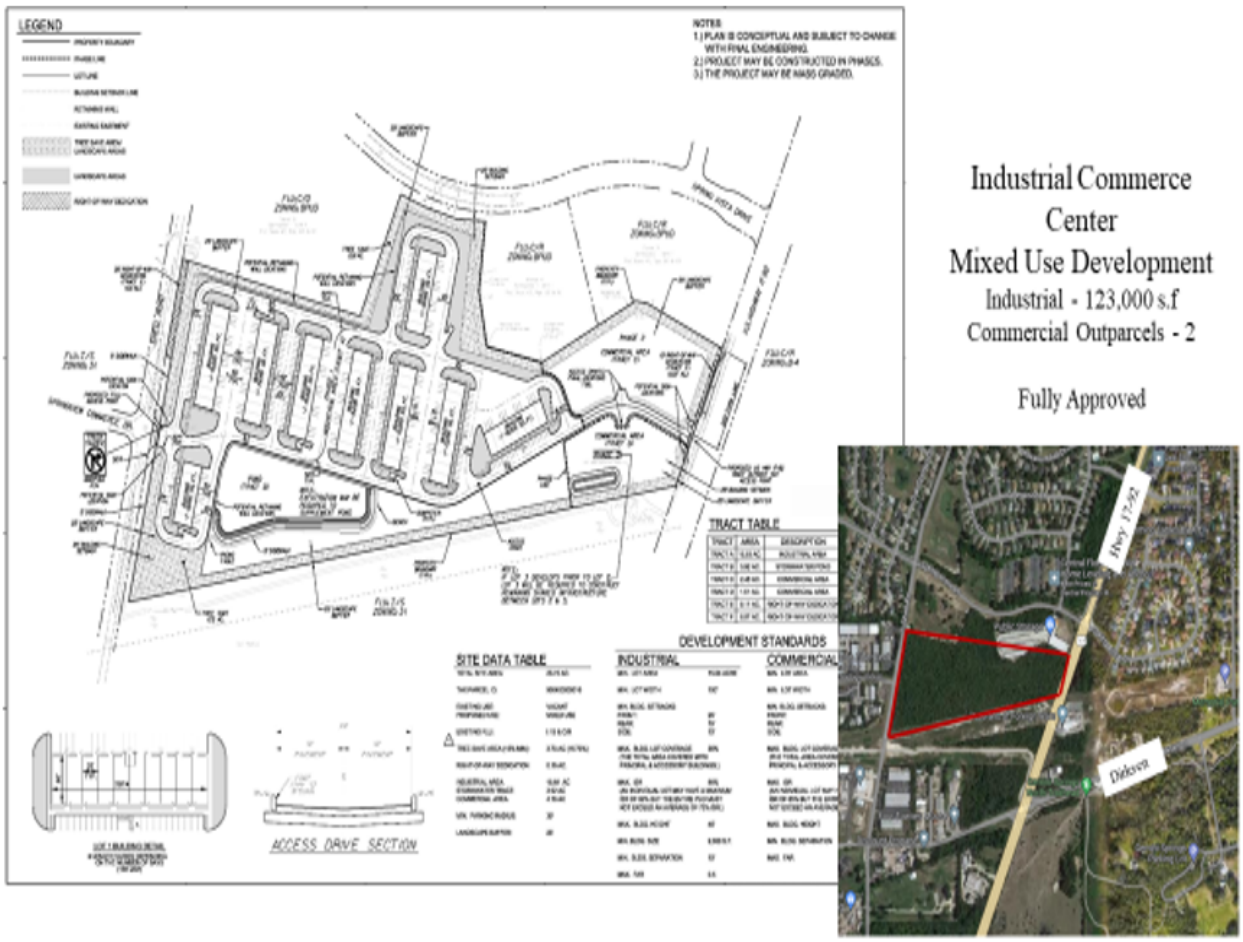
A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

Section 166.0451(7)(d)

A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

- Comment
    - If the housing development has 40% of the residential units as affordable housing for a period of 30 years, the City must authorize the development in any area zoned for commercial, industrial or mixed use zoning.
    - If the housing development has 40% of the residential units as affordable and it satisfies the City's LDC for multifamily, the approval must be done administratively without City Council approval.

- It is the position of the City, lands within a PUD, even though they may be designated for commercial, industrial and/or mixed use, are zoned PUD and does not qualify under the Live Local Act. However,



EFFECT ON LAND DEVELOPMENT CODE

Section 166.0451 (a)

A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004

Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

Section 166.0451(7)(b)

A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowable density on any land in the municipality where residential development is allowed.

Section 166.0451(7)(c)

A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

Section 166.0451(7)(e)

A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

Section 166.0451(7)(f)

A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

Section 166.043 1(a); (2)

(1)(a) Except as hereinafter provided, a no county, municipality, or other entity of local government may not shall adopt or maintain in effect an ordinance or a rule that which has the effect of imposing price controls upon a lawful business activity that which is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

Section 166.043 (2)

No municipality, county, or other entity of local government may not shall adopt or maintain in effect any law, ordinance, rule, or other measure that which would have the effect of imposing controls on rents

- Comments
    - Density
        - In 2010, the City created the Transit Oriented Develop (TOD) District surrounding the SunRail station. In this District, the maximum density allowed is 32 units per acre. It was designed to support mass transit and the SunRail system.
        - Given Section 166.0451(7)(b), an affording housing developer may build on any mixed-use, commercial and industrial property with a density up to 32 units per acre. For example, a 24-acre industrial parcel can be developed into an affordable housing development, without Council approval, with up to 759 apartments.
        - According to the latest ITE Trip Generation Manual, a Mid Rise Multifamily is defined 3-10 floors. This size development will generate up to 4100 trips per day.
        - It appears by this law, the City may impose reasonable proportionate share costs to this affordable housing developer, however, all of the impacts are proportioned. The City will be responsible to pay for all of the additional infrastructure impacts not covered by the proportionate share.
        - It appears that the School Board concurrency regulations are still intact, and may have an option to accept or deny the project do to school capacity.
        - Under Section 166.0451(7)(e), the City must consider reducing parking if the development is within ½ mile of major mass transit stop.

- Height
  - The City may not restrict height of the proposed development. The affordable housing developer may use any height regulation within 1 mile of the development or 3 stories whichever is less.
  - In the City, we have a height restriction of 50' which allows for up to 4-5 stories dependent on the project.

- Mixed Use
  - Pursuant to Section 166.0451(a), "For mixed-use residential projects, at least 65 projects of the total square footage must be used for residential purposes."

  - Pursuant to Section 166.0451(7)(f), a City may require a mixed use development if less than 20% of its land area is commercial or industrial use.

EFFECT ON AFFORDABLE

Section 166.0451(7)(a)

A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years affordable as defined in s. 420.0004……..

- Comment
    - § 166.04151(7)(a), Florida Statutes, states that a qualifying multifamily rental development must have 40% of its residential units be "affordable" for a period of at least 30 years. The Live Local Act cites § 420.0004, Florida Statutes, for the definition of affordable.

    - § 420.0004(3), Florida Statutes, states that "Affordable" means that monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households as indicated in subsection (9), subsection (11), subsection (12), or subsection (17). These categories include "extremely-low income persons," "low-income persons," "moderate-income persons," and "very-low-income persons."

    - § 420.0004(9), Florida Statutes, states that "Extremely-low-income persons" are one or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state. The Florida Housing Finance Corporation may adjust this amount annually by rule to provide that in lower income counties, extremely low income may exceed 30 percent of area median income and that in higher income counties, extremely low income may be less than 30 percent of area median income.

    - § 420.0004(11), Florida Statutes, states that "Low-income persons" are one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income for households within the state, or 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater."

- § 420.0004(12), Florida Statutes, states that "Moderate-income persons" are one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

- § 420.0004(17), Florida Statutes, states that "Very-low-income persons" are one or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50 percent of the median annual adjusted gross income for households within the state, or 50 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

- Section 196.1978(3)(d)(1) states homes between 80% - 120% of the medium income within a metropolitan statistical area qualifies the property as affordable.

- The Florida Housing Corp publishes the following chart each year using HUD data. According to their calculations, 120% of the median income of the Deltona-Daytona MSA equates to the following, depending on number of persons in the household.

- This chart can be found at *Florida-housing-rental-programs---2023-income-and-rent-limits-(eff-5-15-2023)-revised-usda-eligible-addresses.pdf* (floridahousing.org).

- Utilizing this chart and the 80%-120% range, will qualify if their salary is between $43,360 and $65,040. The rental range for a I bedroom apartment is between $1,162 and $1,743.

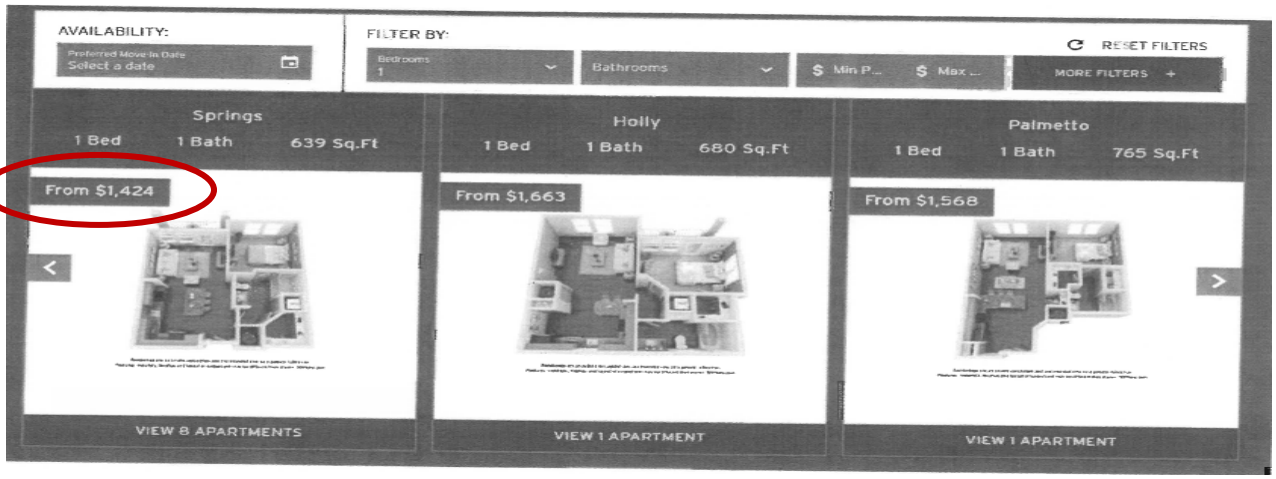
- Integra Apartments begin at $1,424 per month for a 1 bedroom, 1 bath apartment. **It appears that affordable housing criteria is already in line with the current market rate.**

Affordability Analysis
Deltona-Daytona Beach-Ormond Beach MSA
2023 Median Income $78,700

HUD release: 5/15/2023
Effective: 5/15/2023
Implement on/before: 6/28/2023

2023 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program
NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Volusia County	20%	10,840	12,400	13,940	15,480	16,720	17,960	19,200	20,440	21,672	22,910	271	290	348	402	449	495
(Deltona-Daytona Beach-	25%	13,550	15,500	17,425	19,350	20,900	22,450	24,000	25,550	27,090	28,638	338	363	435	503	561	619
Ormond Beach HMFA)	28%	15,176	17,360	19,516	21,672	23,408	25,144	26,880	28,616	30,341	32,075	379	406	487	563	628	693
	30%	16,260	18,600	20,910	23,220	25,080	26,940	28,800	30,660	32,508	34,366	406	435	522	603	673	743
	33%	17,886	20,460	23,001	25,542	27,588	29,634	31,680	33,726	35,759	37,802	447	479	575	664	740	817
	35%	18,970	21,700	24,395	27,090	29,260	31,430	33,600	35,770	37,926	40,093	474	508	609	704	785	867
	40%	21,680	24,800	27,880	30,960	33,440	35,920	38,400	40,880	43,344	45,821	542	581	697	805	898	991
	45%	24,390	27,900	31,365	34,830	37,620	40,410	43,200	45,990	48,762	51,548	609	653	784	905	1,010	1,114
	50%	27,100	31,000	34,850	38,700	41,800	44,900	48,000	51,100	54,180	57,276	677	726	871	1,006	1,122	1,238
	60%	32,520	37,200	41,820	46,440	50,160	53,880	57,600	61,320	65,016	68,731	813	871	1,045	1,207	1,347	1,486
	70%	37,940	43,400	48,790	54,180	58,520	62,860	67,200	71,540	75,852	80,186	948	1,016	1,219	1,408	1,571	1,734
Median: 78,700	80%	43,360	49,600	55,760	61,920	66,880	71,840	76,800	81,760	86,688	91,642	1,084	1,162	1,394	1,610	1,796	1,982
	120%	65,040	74,400	83,640	92,880	100,320	107,760	115,200	122,640	130,032	137,462	1,626	1,743	2,091	2,415	2,694	2,973
	140%	75,880	86,800	97,580	108,360	117,040	125,720	134,400	143,080	151,704	160,373	1,897	2,033	2,439	2,817	3,143	3,468
HERA Special Limits	**25% - HS**	13,775	15,750	17,725	19,675	21,250	22,825	24,400	25,975	27,545	29,119	344	369	443	511	570	629
per Section 142(d)(2)(E)	28% - HS	15,428	17,640	19,852	22,036	23,800	25,564	27,328	29,092	30,850	32,613	385	413	496	572	639	705
(est. 2022)	**30% - HS**	16,530	18,900	21,270	23,610	25,500	27,390	29,280	31,170	33,054	34,943	413	442	531	613	684	755
For use by projects that	33% - HS	18,183	20,790	23,397	25,971	28,050	30,129	32,208	34,287	36,359	38,437	454	487	584	675	753	831
placed in service at least	**35% - HS**	19,285	22,050	24,815	27,545	29,750	31,955	34,160	36,365	38,563	40,767	482	516	620	716	798	881
one building on or	40% - HS	22,040	25,200	28,360	31,480	34,000	36,520	39,040	41,560	44,072	46,590	551	590	709	818	913	1,007
before 12/31/2008	**45% - HS**	24,795	28,350	31,905	35,415	38,250	41,085	43,920	46,755	49,581	52,414	619	664	797	920	1,027	1,133
	50% - HS	27,550	31,500	35,450	39,350	42,500	45,650	48,800	51,950	55,090	58,238	688	738	886	1,023	1,141	1,259
	60% - HS	33,060	37,800	42,540	47,220	51,000	54,780	58,560	62,340	66,108	69,886	826	885	1,063	1,227	1,369	1,511



Integra 289 Apartments - DeBary

Integra at Ivey's Lake (Orange City, FL) – *4 miles from City Hall*

Rooms	Size	Price/Month
1-bed / 1-bath	822 sq. ft.	$1,695
1-bed / 1-bath	992 sq. ft	$1,705
2 bed / 2 bath	1119 sq. ft.	$1,780
2 bed / 2 bath	1143 sq. ft.	$1,845

The prices are also listed online here: Orange City, FL 1, 2 & 3 Bedroom Luxury Apartments near Deltona (integralandings.com)

Allure on Enterprise (DeBary, FL) – 2 *miles from City Hall*

Rooms	Size	Price/Month
1 bed / 1 bath	730 sq. ft.	$1,595
2 bed / 2.5 bath	1150 sq. ft.	$1940-$1960
3 bed / 2.5 bath	1585 sq. ft.	$2,205-$2,215

The prices are also listed online here: https://allureonenterprise.com/floorplans/

Grandville on Saxon (Orange City, FL) – *3 miles from City Hall*

Rooms	Size	Price/Month
2-bed / 2-bath	1132 sq. ft.	$1,765
2-bed / 2-bath	1244 sq. ft	$1,244
3 bed / 2 bath	1291 sq. ft.	$1,945

EFFECT ON PROPERTY TAX EXEMPTION

196.1978(3)(d)(1) Affordable Housing Property Exemption

Qualified property used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, must receive an ad valorem property tax exemption of 75 percent of the assessed value.

2. Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption

196.1979 County and municipal affordable housing property exemption.

(1)(a) Notwithstanding ss. 196.195 and 196.196, the board of county commissioners of a county or the governing body of a municipality may adopt an ordinance to exempt those portions of property used to provide affordable housing meeting the requirements of this section. Such property is considered property used for a charitable purpose. To be eligible for the exemption, the portions of property:

1. Must be used to house natural persons or families whose annual household income:
a. Is greater than 30 percent but not more than 60 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; or

b. Does not exceed 30 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides;

2. Must be within a multifamily project containing 50 or more residential units, at least 20 percent of which are used to provide affordable housing that meets the requirements of this section;

3. Must be rented for an amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of subsection (4), whichever is less;

4. May not have been cited for code violations on three or more occasions in the 24 months before the submission of a tax exemption application;

5. May not have any cited code violations that have not been properly remedied by the property owner before the submission of a tax exemption application; and

6. May not have any unpaid fines or charges relating to the cited code violations. Payment of unpaid fines or charges before a final determination on a property's qualification for an exemption under this section will not exclude such property from eligibility if the property otherwise complies with all other requirements for the exemption.

- **Comment**. It does not appear that this law allows for existing apartment projects to apply for an exemption even though they meet the affordable housing criteria.

- In DeBary, the Integra 289 Apartments sold for $71.25 million in 2021. This equates to $246,539 per unit. Their ad valorem property taxable value is $51,034,779 or $180,051 per unit. Integra pays $812,393 annually in state and local ad valorem taxes.

- In January 2023, the City approved a MPUD for DeBary Commerce Center which consists of 2 commercial outparcels and 125,000 square feet of light industrial space in 9 separate buildings. Because they have not started construction, the MPUD zoning will expire in January 2024. The zoning will revert back to the split zoning of commercial/light industrial which will make it eligible for an affordable housing project.

- We have received notification that the property owner will indeed allow the MPUD expire and is currently under contract will Hillpointe Development.

- When totally built out and leased, DeBary Commerce Center estimated value of $50 million generating nearly 500 jobs and nearly $500,000 in state and local taxes annually.

- Hillpointe Development is planning 375 apartment this sire will allow up to 759 apartments. It appears at this point, they will qualify for a 100% tax exemption.
- It appears Section 196.1979 encourages county and municipal governments to pass proactive approaches to the tax exemption and provides an opportunity to partition it by the number of units.

Volusia County Property Card
Integra 289 Apartments
Across from SunRail Station



		Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$52,034,776	1.5000	$78,052.16
0012	DISCRETIONARY	$52,034,776	0.7480	$38,922.01
0011	REQ LOCAL EFFORT	$52,034,776	3.1610	$164,481.93
0050	GENERAL FUND	$52,034,776	3.3958	$176,699.69
0055	LIBRARY	$52,034,776	0.4209	$21,901.44
0053	PUBLIC SAFETY FUND	$52,034,776	1.4541	$75,663.77
0058	VOLUSIA ECHO	$52,034,776	0.2000	$10,406.96
0057	VOLUSIA FOREVER	$52,034,776	0.2000	$10,406.96
0065	FLORIDA INLAND NAVIGATION DISTRICT	$52,034,776	0.0288	$1,498.60
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$52,034,776	0.1793	$9,329.84
0070	WEST VOLUSIA HOSPITAL AUTHORITY	$52,034,776	1.1400	$59,319.64
0190	DEBARY	$52,034,776	2.9247	$152,186.11

Estimated Ad Valorem Tax:	$798,869.10

2023 Tax Analysis

DeBary

Apartment/Stat	Integra 289	Hillpointe 372 Estimated Ratio	Hillpointe 759 Estimated Ratio
Property Value	$71,250,000	$91,698,750	$187,123,101
Property Value/Unit	$246,539		
Taxable Value	$52,034,779	$66,968,760	$136,658,709
Taxable Value/Unit	$180,051		
Annual Tax Paid	798,869	$1,028,144	$2,097,876
Tax Paid/Unit	$2,764		

Note:

- Using the Same Taxable Value Ratios as Integra 289 Apartments, we can calculate the estimated taxable value and annual tax due for the Hillpointe Apartments.

- Assuming Hillpointe qualifies for the tax exemption, which is an almost certainty, they will save over $1 million annual at minimum. The larger the apartment, the larger the savings. Leveraging the tax savings over 30 years, Hillpointe will utilize $30-$60 million buy more commercial and industrial property. Each property purchased and built under this law, the tax savings will be leveraged and consumption of commercial and industrial property will accelerate. All of it tax exempt.

- Since proportionate share is so restrictive, it will be the citizens of DeBary will be responsible for all of the infrastructure improvements, increase in police and fire services and other municipal costs.

- City of DeBary has over 1000 vacant acres of commercial, industrial and mixed-use property. As once thought as a viable tax base for our community, will not become tax exempt and burden. At 32 units per acre, the potential for 32,000 apartments is real.

- The tax incentives are too great. What was meant to house our workforce, will in fact, eliminate the jobs they are seeking.

EFFECT ON EXEMPTION PROCESS

- It does not appear to be any audit authority to verify the tax exemption. Without oversight, affidavits will certainly be abused and it is extremely difficult to prosecute for perjury. Audit resources need to be created with adequate authority to properly regulate this law and prevent abuse.

RECOMMENDED REVISIONS

1. Clarification is needed for commercial, industrial and mixed use within PUDs. PUDs are contractual agreement between the developer, the residents who invested in the PUD and the City. We recommend this language be added to the revised bill, " This statute does not apply to commercial, industrial or mixed uses within an existing Planned Unit Development."

2. Exempt small cities from this statute who cannot afford the infrastructure costs to support these projects. Infrastructure costs are the same for every city, however, it is proportionately more burdensome for smaller cities. We recommend cities with a population of less than 30,000 and/or an annual General Fund revenues of less than $50 million be exempt. If not, municipalities will significant have to raise property taxes to accommodate this untaxed growth. This will become the largest tax increase bill ever passed by the Florida Legislature. Affordable housing needs to be in larger cities, as this is where the jobs are located.

3. The burden on infrastructure improvements have been placed on citizens, causing municipalities to raise taxes. Eliminate the tax exemption. The incentives are too great and this law will become a commercial/industrial redevelopment bill. The tax exemption creates an unfair competitive advantage in the apartment industry, as new apartments will enjoy the exemption, existing apartments will not.

4. Restore home rule and eliminate the administrative approval on a proposed, hypothetical business plan or model. This administrative approval prior to construction will lead to a bait-n-switch practices and abuse in process.

5. Qualifying properties and rental rates exceed or at current market rates in DeBary and other cities. Rental rate percentage range (80%-120%) should be adjusted to 60%-80%. If not adjusted, the 75% tax exemption will become automatic for charging current market rate.

6. The criteria that allows apartment complexes to be able to use the highest density in the city destroys decades of comprehensive planning. The City of DeBary is being penalized for having the SunRail Station (mass-transit system located in Central Florida). The small area around the SunRail Station is 32 units per acre. Allowing this density, which is customized for mass transit systems, to be used in areas not designed for this type of densities will destroy communities. Other cities have customized higher densities in specialized areas of their cities due to specific attractions or amenities. This statute unfairly penalizes cities with special attractions or amenities, such as mass-transit, beaches, and other attractions.

7. This statute has limited audit authority to verify household income and rental rates. A revision is required to grant the local government audit authority on an annual basis to verify qualification of the tax exemption. Requiring just an affidavit will lead to abuse. Local governments can use contract auditors. The Florida Department of Revenue and other agencies, such as local governments that enforce tourist development tax have the authority to use contract auditors.