



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

AGENDA

CALL TO ORDER

INVOCATION-Pastor T. L. Jackson, DeLand Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Student of the Month.
2. Presentation re Hometown Heros.
3. Introduction of New Police Officer Rafael Alfonso.
4. Employee Years of Service Awards.
5. Presentation re Medical Marijuana Dispensaries.

CONSENT AGENDA

1. Consideration re Final Ranking of Utility Engineering Consultants.

Staff recommends that the City Commission approve the recommended final ranking of utility engineering consultants in the order which follows: (1) Mead & Hunt, (2) McKim & Creed, (3) Freese & Nichols, and (4) Atkins & Wright Pierce (Tied) and authorize staff to begin negotiations with the top three ranked firms, Mead & Hunt, McKim & Creed and Freese & Nichols, on contracts for Utility Engineering Services.

2. Consideration re Agreement with New Hope Animal Shelter.

It is recommended the City Commission approve the Agreement for Services between West Volusia Humane Society, Inc. DBA New Hope Animal Shelter and The City of DeLand.

3. Consideration re Amendment to the West Volusia Water Suppliers Interlocal Agreement and Change Order No. 1 for Capital Project Planning and Programming.

Staff recommends that the City Commission approve the First Amendment to the Interlocal Agreement to Conduct a Capital Improvement Plan Coordination Study as well as the Mead & Hunt Scope Change Request in the total amount of \$92,100.00 pending approval of the First Amendment to the Interlocal Agreement by the remaining West Volusia Water Suppliers.

4. Consideration re Approval of Minutes.

It is recommended that the City Commission approve the minutes.

5. Consideration re Approval of Yardly DeLand Proportionate Fair Share Agreement.

Approval of Proportionate Fair Share Agreement for Yardly DeLand project.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. First Reading of Ordinance Granting a Petition to Create the Cresswind DeLand Community Development District.

First Reading of Ordinance Granting a Petition to Create the Cresswind DeLand Community Development District.

2. First Reading of Ordinance Granting a Petition to Create the Kepler Road Community Development District.

First Reading of Ordinance Granting a Petition to Create the Kepler Road Community Development District.

3. First Reading of an Ordinance Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed.

The City's current Land Development Regulations do not include Doggie Daycare as an allowed use in any of the City's zone districts. Over the past few years there have been several inquiries regarding doggie daycare facilities. Staff has evaluated the anticipated impact of a doggie daycare facility with no outdoor runs or kennels and determined that "Veterinary Clinics allowing inside overnight boarding, no outside runs or kennels" is a similar use with similar impacts. Section 33-12 will be updated to add a definition for doggie daycare, and clarify the parking requirements in Section 33-91.03 for veterinary clinics to include doggie daycare. The parking requirements for veterinary clinics have also been revised to add doggie daycare uses.

4. Resolution Approving a Preliminary Plat for Spring Garden Townhomes Located on the West Side of North Spring Garden Avenue, South of Plymouth Avenue and North of Minnesota Avenue.

The City Commission is requested to approve the preliminary plat for Spring Garden Townhomes for the development of a mixed-use residential (townhouse) and commercial project which will contain 90 multi-family residential units (Spring Gardens Townhomes) and a commercial parcel.

5. Resolution Approving Demolition of an Historic Single-Family Structure Located at 135 South Chandler Avenue.

This property is located within the Downtown Support District and renovations began in May 2023, resulting in a structural engineer deeming the structure unsafe and recommending demolition. The proposed future use of this property is to build a 2,060 square foot single-family house, contingent upon meeting all required zoning, density, parking, Land Development Regulations, and applicable Building Code requirements.

6. Resolution Approving Demolition of an Historic Multi-Family Structure Located at 114 West Walts Avenue.

This property is located within the Historic Support District and the Downtown Support District. The residence was renovated in 2013 from a single-family residence to a four-unit multi-family residence, which was used as a Family Emergency Shelter. In 2022, the property owners had the property inspected for additional renovations, but the residence was deemed unsafe by two different contractors due to a weak foundation contributed by termite damage. The proposed future use of this property is to build an affordable housing community, contingent upon meeting all required zoning, density, Land Development Regulations and applicable Building Code requirements.

7. Resolution Approving the Removal of One Historic Tree Located at 800 North Hill Avenue.

The applicant, Daniel Hickey's Tree Service LLC, has requested that one historic tree located at the DeLand High School campus at 800 North Hill Avenue be allowed to be removed.

8. Consideration re Acquisition of Easement to Accommodate Saving an Historic Live Oak Tree for Construction of the Paiva Greenway.

Consideration of agreement and easement to accommodate live oak tree for Paiva Greenway.

9. Consideration re Charter Review 2023/24.

Staff is requesting direction regarding the 2023/24 Charter Review Committee.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to

be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: October 30, 2023

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

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

Blue Lake Elementary: Harmony Denby

Citrus Grove Elementary: Summerlin Grant

DeLand High School: Terrance Ward

DeLand Middle School: Sophia Rivera

DeLand Preparatory Academy: No Submission

Freedom Elementary: Aubrey Cody

George Marks Elementary: Hernaya Hwan

Southwestern Middle School: Mar'Kayviah Mims

St. Barnabas: No Submission

St. Peter's Catholic School: Yathana Velazquez

Starke Elementary: Alexis Dominguez-Cruz

Stetson Baptist: No Submission

TOP Academy: No Submission

Woodward Avenue: Eyris Witherspoon

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, November 1, 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.

20 Years of Service:

Joseph A. Schmoyer, Engineering Department

15 Years of Service:

Ariel Silvestri, Fire Department

10 Years of Service:

Brian Bice, Police Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

High Value Government

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
November 6, 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, November 2, 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:

In 2016, the voters of FL approved a constitutional amendment providing for the medical use of marijuana. At that time, the City Commission directed staff to draft an ordinance that would have allowed medical marijuana treatment center dispensing facilities in the city subject to locational (zoning) standards. In 2017 the State mandated that counties and municipalities must allow medical marijuana dispensaries in the same locations as pharmacies, or prohibit the use outright. In response to the state's preemption, the city took the latter action and prohibited the use of medical marijuana dispensaries.



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.

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.

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.

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
November 6, 2023

SUBJECT: Consideration re Final Ranking of Utility Engineering Consultants.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Ranking Sheets

APPROVED BY: Michael Pleus, City Manager, November 1, 2023

SUMMARY/HIGHLIGHT:

Staff initiated a selection process for utility engineering and surveying consultants in order to provide a current contract with two or more firms to perform utility engineering and surveying services. Staff issued a Request for Expressions of Interest and Statements of Qualifications. Submittals were received from thirteen (13) firms.

A selection committee consisting of Ray Bahrami, Jim Ailes, Scott Zender and Don James ranked the submittals in accordance with the evaluation criteria issued with the City's request for submittals. Commissioner Kevin Reid was unable to make it. The Selection Committee ranked firms in two categories which includes Utility Engineering and Surveying services.

The Committee's consensus recommendation of the top five Utility Engineering firms to be interviewed and further considered were:

1. McKim & Creed
2. Mead & Hunt
3. Wright-Pierce
4. Freese & Nichols
5. Atkins

The Selection Committee recommended to select Blackwell & Associates, McKim & Creed, and SSMC as the top three Surveying firms (since all of them ranked the top three by all Selection Committee members); therefore, no interviews were scheduled. Staff will begin negotiations with all three surveying firms.

A selection committee consisting of Commissioner Kevin Reid, Ray Bahrami, Jim Ailes, Scott Zender and Don James interviewed these firms and ranked them in the following order of preference:

1. Mead & Hunt
2. McKim & Creed
3. Freese & Nichols, Inc.
4. Wright Pierce & Atkins (Tied)

Staff believes it is in the best interest of the City to have continuing service contracts with three firms to provide the ability to accomplish several large projects simultaneously and also to provide some diversity in personnel and expertise.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the future (Sustainability).

SUSTAINABILITY:

N/A

FISCAL IMPACT:

No fiscal impact is anticipated as a result of final ranking of the various firms.

RECOMMENDATION:

Staff recommends that the City Commission approve the recommended final ranking of utility engineering consultants in the order which follows: (1) Mead & Hunt, (2) McKim & Creed, (3) Freese & Nichols, and (4) Atkins & Wright-Pierce (Tied) and authorize staff to begin negotiations with the top three ranked firms, Mead & Hunt, McKim & Creed and Freese & Nichols, on contracts for Utility Engineering Services.

BACKGROUND/DISCUSSION:

N/A



▼ Committee
Member ▼

SELECTION COMMITTEE RANKING SHEET

MEETING DATE: October 12, 2023 @ 9:00 A.M.

POSTING DATE: October 13, 2023 POSTED BY: Corey McMillen

	Atkins	Freese & Nichols	McKim & Creed	Mead & Hunt	Wright-Pierce
Jim Ailes	4	3	2	1	5
Ray Bahrami	2	2	2	1	2
Kevin Reid	4	3	2	1	4
Don James	3	1	1	1	2
Scott Zender	2	1	1	1	2
TOTAL POINTS	15	10	8	5	15
RANKING	4	3	2	1	4

*** Motion by Ray Bahrami, Second by Jim Ailes to recommend to the City Commission to enter into negotiations with the top - 3 ranked firms [Unanimous vote]: Mead & Hunt, McKim & Creed, Freese & Nichols

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Consideration re Agreement with New Hope Animal Shelter.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: New Hope Animal Shelter

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

SUMMARY/HIGHLIGHT:

The City of DeLand has been operating the Second Chance Facility since July of 2009. The facility temporarily houses cats and dogs that have been collected by the City's animal control officers during the course of his/her duties. The facility allows the opportunity for the animals to be adopted through various rescue groups with which the City has partnered.

It is imperative that the City has a place to take animals in the instances when the Second Chance Facility is full, when the stray animals are not adopted, if the stray animals are considered aggressive, or ones that are in need of immediate medical care. In addition, the City permits residents to surrender domesticated animals to the shelter at the City's expense. Toward that end, the City desires to contract with West Volusia Humane Society, Inc. DBA New Hope Animal Shelter again this year. Contracting with New Hope Animal Shelter and Southeast Humane Society will provide the City with two no-kill shelter options in the event our shelter reaches full capacity.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Community.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

The funds for this service are included in the Police Department's annual budget (\$13,000). Section 3 (b) of the agreement itemizes New Hope Animal Shelter's fees.

RECOMMENDATION:

It is recommended the City Commission approve the Agreement for Services between West Volusia Humane Society, Inc. DBA New Hope Animal Shelter and The City of DeLand.

BACKGROUND/DISCUSSION:

N/A

**AGREEMENT FOR SERVICES BETWEEN
West Volusia Humane Society
DBA
New Hope Animal Shelter
AND
The City of DeLand**

This Services Agreement ("Agreement") is hereby entered into by and between the **West Volusia Humane Society, Inc.**, a Florida non -profit corporation, with its principal address at 800 Humane Society Rd, DeLand, Florida 32720 ("Humane Society"), and the City of DeLand, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of DeLand and the laws of the State of Florida with respect to stray animals, the City of DeLand desires to deliver stray animals to the Humane Society for the 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 assuring that impounded animals are sheltered 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 Agreement will take effect on the 1st day of October 2023, and will remain in full force and effect for a twelve (12) month period ending on midnight September 30, 2024.

2. **ANIMAL SHELTER:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of DeLand, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. The Shelter will be operated at 800 Humane Society Rd., DeLand, Florida.

(b) The Humane Society will provide means to accept stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of DeLand Animal Control Officers, or other

designated officers appointed by the City and citizens of DeLand for this purpose. Contact will be made with the humane society to verify that they are able to handle or have room for the animals that are impounded. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of DeLand delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will 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 the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of DeLand expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the City of DeLand pursuant to Paragraph 3(b), as applicable, for:
 - (1) each dog or cat, domesticated animal, livestock animal, delivered to the Shelter by either the City of DeLand Animal Control Officers.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of DeLand agrees to pay the following applicable fee(s) per animal to the

Humane Society on a monthly basis, in arrears:

Type of Animal Dog or cat	Fee
Stray 1st day of impoundment	\$55.00
Stray 2nd day of impoundment	\$20.00
Stray 3rd day of impoundment	\$20.00
Owner Surrender Dogs or Cats	\$75.00
Other domesticated animal	\$50.00
Livestock animal	\$100.00
Owner Surrender Dog or Cat Requesting Euthanasia and Disposal	\$99.00
City Requesting Animals To be Euthanized Disposal D.O.A.	\$75.00 \$50.00

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of DeLand within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of DeLand has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-561-4710, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City of DeLand, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of DeLand account for animals that were not impounded by a City of DeLand Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

Operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the shelter after-hours.

- (e) In the event an owner pays any fees or charges to reclaim its animal, the City of DeLand shall be credited to the extent any such fees or charges are paid.

4. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of DeLand fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of DeLand. If the Humane Society exercises this option, it will provide the City of DeLand with thirty (30) days written notice of its decision to terminate the Agreement. The City of DeLand will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of DeLand.

5. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of DeLand of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

6. **SOVEREIGN IMMUNITY:** The City of DeLand expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the City of DeLand beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City of DeLand for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of DeLand, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

7. **PUBLIC RECORDS:** The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a "public record" as defined in Chapter 119, Florida Statutes ("Public Records Act"). With respect to such public records, the Humane Society acknowledges that the City of DeLand and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida

Statutes, in the handling of any such public records. To the extent practicable, the City of DeLand agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of DeLand of any public records request it receives concerning the City of DeLand or matters relating to the services provided under this Agreement. If the City of DeLand or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of DeLand upon request and at no charge or penalty to the City of DeLand and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of DeLand shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of DeLand from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of DeLand enforcement of the requirements of this section.

The Humane Society shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Humane Society in conjunction with this Agreement. Specifically, the Humane Society shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Upon request of the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386)626-7454. 7130. gk

8. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The cost of the mediator's fee will be borne equally by the parties.

9. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

10. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

11. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

13. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

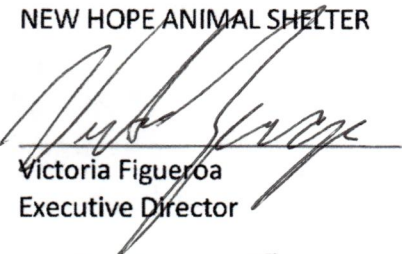
14. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHERE OF, the Humane Society and the City of DeLand have executed this Agreement for Services between West Volusia Humane Society Inc. and the City of DeLand, effective on the date and year as set forth above.

WEST VOLUSIA HUMANE SOCIETY:

DBA

NEW HOPE ANIMAL SHELTER


Victoria Figueroa

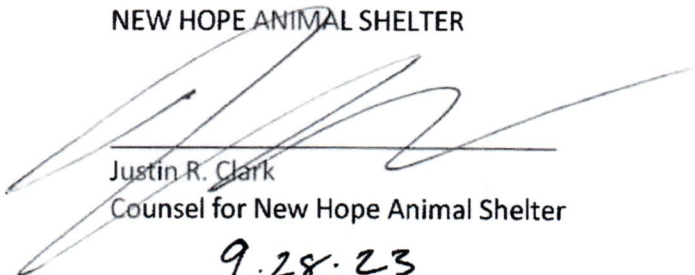
Executive Director

9/30/23
Date

WEST VOLUSIA HUMANE SOCIETY:

DBA

NEW HOPE ANIMAL SHELTER


Justin R. Clark

Counsel for New Hope Animal Shelter

9.28.23
Date

ATTEST

CITY OF DELAND

By: _____

By: _____

Name: _____

Name: _____

Title _____

Title _____

Date

Date

Approved as to Form and Legality:

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Consideration re Amendment to the West Volusia Water Suppliers Interlocal Agreement and Change Order No. 1 for Capital Project Planning and Programming.

DEPARTMENT: Utilities

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

ATTACHMENTS: WVWS Amendment to ILA - Central Springs Model Review, Scope change
WVWS Water Supply Plan

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

SUMMARY/HIGHLIGHT:

In April 2022, the City Commission approved an interlocal agreement with the West Volusia Water Suppliers and awarded an agreement for professional services to Mead & Hunt for the Water Capital Project Planning and Programming for the West Volusia Water Suppliers Group. This project has reached its final draft report and modeling milestone at this point.

The draft report and modeling are part of our ongoing efforts to update the 2013 strategy report that previously addressed the water supply issues in West Volusia. This Master Plan will address how, when and where the WVWS can collaboratively address minimum flow requirements and consumptive use permits (CUPs) in the Volusia Blue Spring district mandated by the St. Johns River Water Management District (the “District”). The report, as agreed to by all WVWS, currently looks out to the 2040 water demands and provides a capital improvement planning document that will guide the group's capital projects programming for the next 5+ years and address spring prevention and recovery assistance and rate coordination.

The City of DeLand agreed to take the lead role in requesting a proposal from Mead & Hunt for the purposes of meeting the WVWS spring water management objectives and act as the fiduciary of the project. In October 2023, the Saint John’s Water Management District completed development of a new Central Spring Water Model that is up for final adoption in January 2024. The WVWS agreed that we should compare our findings that were incorporated in the draft Master Plan against this new model before it is finalized. In addition, the group would like to authorize additional groundwater modeling to assess the proportional share of the Blue Spring flow deficit by each supplier to be used to support consumptive use permitting requests and as a basis to share costs for cooperative projects.

Mead and Hunt, the current engineering firm, was requested to supply a task amendment for a change order to their previous scope. Attached is that proposed scope in the amount of \$92,100, that per the proposed amendment to the interlocal agreement, will continue to be a split based on the previously agreed formula of 40% for Deltona, 30% for DeLand, 20% for Volusia County and 10% for Orange City.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Preparing for the Future

SUSTAINABILITY:

Natural Resource Protection and Optimization.

FISCAL IMPACT:

The cost of the additional scope for the WVWS Coordinated Water Supply Plan is \$92,100 with funding to be provided by the City of Deltona (\$36,840), the City of Orange City (\$9,210) and Volusia County (\$18,420). Thus, the funding to be provided by the City of DeLand is capped at \$27,630. Funds are available in the Water and Sewer Fund reserves and will be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the First Amendment to the Interlocal Agreement to Conduct a Capital Improvement Plan Coordination Study as well as the attached Mead & Hunt Scope Change Request in the total amount of \$92,100.00 pending approval of the First Amendment to the Interlocal Agreement by the remaining West Volusia Water Suppliers.

BACKGROUND/DISCUSSION:

N/A

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN THE
CITY OF DELAND,
CITY OF DELTONA,
CITY OF ORANGE CITY, AND
COUNTY OF VOLUSIA
AS WATER SUPPLIERS
TO CONDUCT A CAPITAL IMPROVEMENT PLAN COORDINATION STUDY**

THIS Amendment is made and entered into by and between the governments of the City of DeLand (DeLand), the City of Deltona (Deltona), the City of Orange City (Orange City), and the County of Volusia (Volusia), collectively referred to herein as the “Suppliers” or “Parties” and individually referred to herein as a “Party”.

WITNESSETH:

WHEREAS, the Suppliers are collaborating in many ways to address the water utility needs of the west Volusia County area in the most efficient and effective manner possible; and

WHEREAS, recognizing the importance of adequate water supplies to Florida's future, the Florida Legislature has established a process, through the enactment of numerous statutes to include the provisions of Chapter 373, *Florida Statutes*, for water supply planning which places a significant planning obligation on the Suppliers which the Suppliers desire to continue to collaboratively address in order to act in a manner consistent with the State Water Resource Plan set forth in Chapter 373, *Florida Statutes*, and other controlling law; and

WHEREAS, in May and June of 2022 the Suppliers executed that certain interlocal agreement entitled the “INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELAND, CITY OF DELTONA, CITY OF ORANGE CITY, AND COUNTY OF VOLUSIA AS WATER SUPPLIERS TO CONDUCT A CAPITAL IMPROVEMENT PLAN COORDINATION STUDY” (CIP Study ILA) by which the suppliers agreed to use DeLand’s professional services firm, Mead & Hunt, (Consultant) to perform water resource capital improvements planning work under DeLand’s continuing contract with the Consultant; and

WHEREAS, the St. Johns River Water Management District (SJRWMD) recently announced the release of their new groundwater model which is known as the Central Springs Model which the SJRWMD describes as follows:

The Central Springs Model (CSM) is a groundwater model developed collaboratively by the St. Johns River Water Management District (SJRWMD) and the Southwest Florida Water Management District (SWFWMD). This model is designed to quantify the effects of current and future groundwater withdrawals on the water resources within north-central Florida. In SJRWMD, the CSM will replace the Northern District Model (NDM) and the Volusia Model for water supply planning,

minimum flows and levels (MFL) development, and consumptive use permitting.

WHEREAS, it is imperative that the Suppliers have the Central Springs Model reviewed and analyzed as it will form the basis of the Suppliers' water supply planning and consumptive use permitting on a go-forward basis, and the Consultant cannot properly complete its capital improvement planning under the CIP Study ILA without having the model analyzed and reviewed by an appropriate sub-consultant; and

WHEREAS, the Consultant has provided the Suppliers with a proposal to review and analyze the Central Springs Model together with necessary related work, a copy of the proposal being attached hereto as Exhibit A; and

WHEREAS, the CIP Study ILA provides that the total expenditures for the study efforts would not exceed the sum of \$300,000.00 DOLLARS; and

WHEREAS, the technical analysis of the Central Springs Model will cause the expenditure limit in the CIP Study ILA to be exceeded; and

WHEREAS, the Suppliers desire to amend the CIP Study ILA to include the work identified in the attached Exhibit A and to increase the spending cap to \$400,000 in order to provide funding for the additional work; and

WHEREAS, the *Florida Interlocal Act of 1969*, as amended, Section 163.01, *Florida Statutes*, provides that a joint exercise of power by public agencies may be made by a binding agreement in the form of an interlocal agreement; and

WHEREAS, the Parties hereto have authority pursuant to Section 163.01, *Florida Statutes*, to enter into interlocal agreements such as CIP Study ILA and this Amendment.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby made a part of this Amendment, and the mutual covenants, terms, promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Suppliers, each intending to be legally bound, agree to the following:

SECTION 1. RECITALS. The Suppliers acknowledge the recitals herein to be true and correct and form a material part of this Amendment and the Suppliers agree to be bound by each and every of the terms hereof, which recitals and terms are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Amendment to the CIP Study ILA constitutes a Florida interlocal cooperation agreement negotiated, executed, and to be implemented expressly under the authority of the *Florida Interlocal Act of 1969*, as amended, Section 163.01, *Florida Statutes*. The Parties each hereby represents, warrants, and covenants to and with the others that this Amendment to the CIP Study ILA has been validly approved by its respective governing body at a duly held

public meeting, and that it constitutes a legal, valid, and binding contract enforceable in accordance with the terms hereof.

SECTION 3. AMENDMENT TO CIP Study ILA. The CIP Study ILA is hereby amended as follows:

(a) Section 3 of the CIP Study ILA, entitled "SCOPE OF WORK FOR CONSULTANT" is amended to include the work identified in the Exhibit A attached hereto as part of the scope of work to be undertaken by the Consultant.

(b) Section 5(c) of the CIP Study ILA is amended to increase the maximum expenditure under the of the CIP Study ILA from THREE HUNDRED THOUSAND AND 00/100 (\$300,000) DOLLARS to FOUR HUNDRED THOUSAND AND 00/100 (\$400,000) DOLLARS.

(c) Except for the amendments specifically provided for above, the CIP Study ILA shall remain in full force and effect without change.

SECTION 4. EFFECTIVE DATE. This Amendment shall be effective upon the execution hereof by the last of the Suppliers.

IN WITNESS WHEREOF, the Parties hereto have entered this Interlocal Agreement and executed and delivered this instrument on the days and year indicated below and the signatories below hereby represent that they have full authority to execute this Interlocal Agreement and to bind the Parties set forth herein.

SIGNATURE BLOCKS FOLLOW ON SUBSEQUENT PAGES:

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

Approved as to form and
legal sufficiency:

Darren J. Elkind
City Attorney

CITY OF DELAND

By: _____
Christopher M. Cloudman
Mayor - Commissioner
Date: _____

ATTEST:

CITY OF DELTONA

Joyce Raftery,
City Clerk

By: _____
Santiago Avila, Jr.
Mayor
Date: _____

Approved as to form and
legal sufficiency:

Marsha Segal-George
City Attorney

ATTEST:

CITY OF ORANGE CITY

Kayley Burleson
Acting City Clerk

By: _____
Gary Blair
Mayor
Date: _____

Approved as to form and
legal sufficiency:

William E. Reischmann, Jr.
City Attorney

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

By: _____
Jeffrey S. Brower
County Chair
Date: _____

Approved as to form and
legal sufficiency:

Thomas R. Brown, III
Sr. Asst. County Attorney

EXHIBIT A



Scope change

Project Name: *WVWS Coordinated Water Supply Plan*

Client: City of DeLand

Project Location: DeLand

Client representative: James Ailes

Project number: 1000707-220157.01

Mead & Hunt Manager: Brad Blais, PE

Date: 10/19/2023

Mead & Hunt, Inc. phone: (386) 547-7360

1. Client hereby authorizes the following changes in the scope of work:

Additional hydraulic modeling, calibration and reporting required to compare results of SJRWMD's Central Springs model to the WVWS Transient Flow model. Finalization of WVWS model and incorporation of changes necessitated by SJRWMD's revised modeling approach. Coordination of referenced hydraulic modeling, presentation of geotechnical consultant's findings, meetings and presentations.

2. The effect of these changes in the scope of work is as follows:

- a. This additional work is estimated to add an additional 6 – 8 months to the the anticipated project schedule. The estimated completion date is June 2024.
- b. See attached proposals from Andreyev Engineering, Inc. dated October 5, 2023 and October 6, 2023 for the Central Springs modeling and additional Transient flow modeling, respectively.

3. The reasons for these changes in the scope of work are as follows:

- a) Hydrogeologic Services for West Volusia Water Suppliers Review, Test, Revise the New SJRWMD/SWFWMD Central Springs Model
- b) Hydrogeologic Services for 2040 Transient Flow modeling of Impacts on MFL Water Bodies, Determination of Proportional Share of Spring Flow Deficit, Presentation of Model Results to the SJRWMD & Assist with Approval of Modeling Approach

- c) Coordination of referenced hydraulic modeling, presentation of geotechnical consultant's findings, meetings and presentations
- d) Additional Mead & Hunt fees: Per the original task authorization, additional fees will be based on a Not to Exceed Time & Materials (T&M) basis utilizing currently applicable continuing consultant rates and charges. Hydrogeologic sub-consultant fees will be billed at actual cost + 10%. Estimated Fees are summarized as follows:
 - a) Central FI Springs Modeling - \$38,500
 - b) Transient Flow Modeling - \$36,000
 - c) WVWS coordination, meetings and reporting - \$17,600

Total Items a, b & c = **\$92,100**

4. Revised project completion date: 6/30/2024

Mead & Hunt, Inc. shall commence work on this change as soon as it receives this signed document by delivery, regular mail, fax or e-mail.

This change in work or scope change is subject to the terms and conditions of the contract executed for this project dated 10/18/2023.

For: MEAD & HUNT, INC.

For: CITY OF DELAND

By:

By:

Name: Brad Blais

Name: James Ailes

Title: Client Manager

Title: Utilities Director

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: October 19, 2023

Date:

Approval:

Approval

required if signature above is not authorized to sign contracts



October 5, 2023

AEI Project No.: GPGW-23-001

TO: Mead & Hunt
P.O. Drawer 290247
Port Orange, Florida 32129-6810

Attention: Mr. Brad Blais, P.E.

SUBJECT: **Proposal**, Continuing Hydrogeologic Services for West Volusia Water Suppliers Review, Test, Revise the New SJRWMD/SWFWMD Central Springs Model
West Volusia Water Suppliers, Volusia County, Florida

Dear Mr. Blais:

Per your request and our discussion during the last conference call with the West Volusia Water Suppliers (WVWS) Andreyev Engineering, Inc. (AEI) presents this proposal to provide hydrogeologic services, including model review, model evaluation, model revisions (if necessary), data comparison, review calibration data points, conference calls, correspondence, reporting, etc. for the new SJRWMD/SWFWMD Central Springs Model (CSM).

Based on our understanding of the model development to date, the model has been developed by HydroGeoLogic, Inc., reviewed by the Districts and peer reviewed by Louis Motz and Patrick Tara. We do not know if the District will allow any further changes to the model. However, it is important that the model be checked for the accuracy of data used for model calibration, assumptions used for spring flows and MFL water bodies in the west Volusia regional area and recommendations be made for any changes needed for the model. Alternatively, we can revise and update the model for our area of interest which can then be used for CUP permit modeling, if appropriate.

Scope of Work

1. Download the Central Springs Model documentation, data sets and model files.
2. Set up the model as provided and run all scenarios for initial review and assessment.
3. Extract the calibration data points from our Transient Volusia Model and enter into the CSM model if appropriate. Run the CSM model and evaluate the calibration points for verification.
4. Review the CSM model results and compare them to the observed water levels, lake levels, spring flows, specifically Blue Springs, Gemini Springs and DeLeon Springs.
5. Prepare a summary report of findings and recommendations for the next steps of review and revision of the model, if necessary.

6. Submit the summary report to the WVWS for review and consideration. Present the report contents to the WVWS, if necessary.
7. Following WVWS's review and comments, proceed to implementing the model updates/revisions as necessary.
8. Once the model review and update/revisions have been finalized and approved by the WVWS, prepare a final report that summarizes all the review comments, suggestions and recommendations for model revision in our area of interest.
9. Attend a final presentation of the report to the WVWS, then finalize and submit it to the District for consideration to update/revise the final CSM model.
10. Attend various meetings and presentations during and after the model review/revision efforts, as needed.

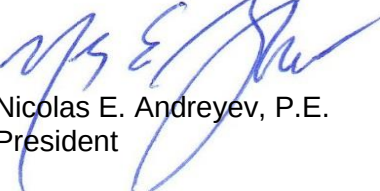
The estimated budget for the scope of work described above is summarized below:

Model review, assessment, modeling, reporting, etc.	\$25,000.00
Presentations of results and preparation of final report.....	<u>\$10,000.00</u>
TOTAL ESTIMATED FEE	\$ 35,000.00

For all work, we will invoice only for the work performed on a monthly basis, using our 2023 fee schedule attached to this proposal. We will not exceed the estimated budget unless the scope of work has changed, and you approved the additional fees.

We appreciate the opportunity to submit this proposal for your review and look forward to working with you on this project. If you have any questions concerning this proposal or any other aspect of the project, please feel free to contact our office.

Sincerely,
ANDREYEV ENGINEERING, INC.



Nicolas E. Andreyev, P.E.
 President

Attachments: Fee Schedule

**FEE SCHEDULE
ANDREYEV ENGINEERING, INC.
(Effective January 1, 2023)**

PROFESSIONAL SERVICES

A. Professional Services

The following hourly rates will be applicable for time spent by Professionals for project coordination, direction, management, consultations, evaluations of field and laboratory data, preparation of engineering reports, conferences and inspections related to geotechnical, groundwater, environmental and materials testing engineering services.

1. Expert Witness by Professional Engineer/Geologist	\$275.00/hour
2. Principal Engineer	\$220.00/hour
3. Chief Engineer/Geologist/Modeler	\$195.00/hour
4. Senior Project Engineer/Manager/Geologist	\$180.00/hour
5. Project Engineer/Modeler/Geologist	\$165.00/hour
6. Field Engineer/Geologist	\$150.00/hour
7. Senior Environmental Technician	\$85.00/hour
8. Senior Geotechnical Engineering Technician	\$85.00/hour
9. Engineering Technician	\$75.00/hour
10. Licensed Threshold Agent	\$175.00/hour
11. Chief Structural Technician	\$165.00/hour
12. Senior Structural Technician	\$130.00/hour

B. Word Processing and CADD Services

1. CADD/GIS Technician	\$75.00/hour
2. Word Processing Services	\$65.00/hour



October 6, 2023

AEI Project No.: GPGW-23-001

TO: Mead & Hunt
P.O. Drawer 290247
Port Orange, Florida 32129-6810

Attention: Mr. Brad Blais, P.E.

SUBJECT: **Proposal**, Continuing Hydrogeologic Services to Model 2040 Impacts on MFL Water Bodies, Determination of Proportional Share of Spring Flow Deficit, Presentation of Model Results to the SJRWMD & Assist with Approval of Modeling Approach
West Volusia Water Suppliers, Volusia County, Florida

Dear Mr. Blais:

Per our discussion during the last conference call with the West Volusia Water Suppliers (WVWS) Andreyev Engineering, Inc. (AEI) presents this proposal to provide continuing hydrogeologic services to model the 2040 water supply withdrawals, determine the proportional share of spring flow deficit, evaluation of potential impacts to MFL water bodies, recommendations for spring flow deficit mitigation and assist with obtaining approval from the SJRWMD.

Based on our understanding of the remaining tasks needed to complete this work and obtain approval from the SJRWMD, if possible, we anticipate carrying out the following scope of work:

1. Finalize the modeling report discussed during our meeting, add modeling data details as appropriate, and submit the report to the SJRWMD for review and approval.
2. Provide additional details to the SJRWMD, as needed, or as requested by the reviewers.
3. Attend meetings, conference calls as needed during their review process.
4. Update, revise the model and conduct another set of modeling of various scenarios incorporating the comments and suggestions by the SJRWMD's reviewers.
5. Prepare a final updated/revised report with plans and figures as needed, submit it to the WVWS for review and approval.
6. Attend a final presentation of the report to the WVWS, then finalize and submit the report to the SJRWMD for final review and approval. Provide all modeling data sets to the SJRWMD, if requested.
7. Attend various meetings and presentations during and after the modeling, model revision/update reporting, approval, as needed.

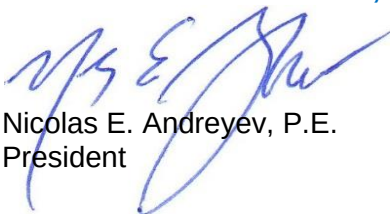
It is difficult to estimate the needed time and effort to complete the scope of work described above, as it greatly depends on the SJRWMD's review, comments, and requests for model revisions, if any. However, for budgetary purposes we provide the following estimated fees for our work:

Finalize report & submit to SJRWMD, update/revise modeling & reporting.....	\$22,000.00
Presentations of results, meetings, data submission, etc.....	<u>\$ 8,000.00</u>
TOTAL ESTIMATED FEE	\$ 30,000.00

For all work, we will invoice only for the work performed on a monthly basis, using our 2023 fee schedule attached to this proposal. We will not exceed the estimated budget unless the scope of work has changed, and you approved the additional fees.

We appreciate the opportunity to submit this proposal for your review and look forward to working with you on this project. If you have any questions concerning this proposal or any other aspect of the project, please feel free to contact our office.

Sincerely,
ANDREYEV ENGINEERING, INC.



Nicolas E. Andreyev, P.E.
President

Attachments: Fee Schedule

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ANDREYEV ENGINEERING, INC.
(Effective January 1, 2023)**

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The following hourly rates will be applicable for time spent by Professionals for project coordination, direction, management, consultations, evaluations of field and laboratory data, preparation of engineering reports, conferences and inspections related to geotechnical, groundwater, environmental and materials testing engineering services.

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B. Word Processing and CADD Services

1. CADD/GIS Technician	\$75.00/hour
2. Word Processing Services	\$65.00/hour



Scope change

Project Name: *WVWS Coordinated Water Supply Plan*

Client: City of DeLand

Project Location: DeLand

Client representative: James Ailes

Project number: 1000707-220157.01

Mead & Hunt Manager: Brad Blais, PE

Date: 10/19/2023

Mead & Hunt, Inc. phone: (386) 547-7360

1. Client hereby authorizes the following changes in the scope of work:

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2. The effect of these changes in the scope of work is as follows:

- a. This additional work is estimated to add an additional 6 – 8 months to the the anticipated project schedule. The estimated completion date is June 2024.
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- a) Hydrogeologic Services for West Volusia Water Suppliers Review, Test, Revise the New SJRWMD/SWFWMD Central Springs Model
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 - b) Transient Flow Modeling - \$36,000
 - c) WVWS coordination, meetings and reporting - \$17,600

Total Items a, b & c = **\$92,100**

4. Revised project completion date: 6/30/2024

Mead & Hunt, Inc. shall commence work on this change as soon as it receives this signed document by delivery, regular mail, fax or e-mail.

This change in work or scope change is subject to the terms and conditions of the contract executed for this project dated 10/18/2023.

For: MEAD & HUNT, INC.

For: CITY OF DELAND

By:



By:

Name: Brad Blais

Name: James Ailes

Title: Client Manager

Title: Utilities Director

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: October 19, 2023

Date:

Approval:

Approval

required if signature above is not authorized to sign contracts



October 5, 2023

AEI Project No.: GPGW-23-001

TO: Mead & Hunt
P.O. Drawer 290247
Port Orange, Florida 32129-6810

Attention: Mr. Brad Blais, P.E.

SUBJECT: **Proposal**, Continuing Hydrogeologic Services for West Volusia Water Suppliers Review, Test, Revise the New SJRWMD/SWFWMD Central Springs Model
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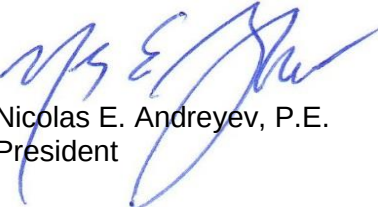
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TOTAL ESTIMATED FEE	\$ 35,000.00

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We appreciate the opportunity to submit this proposal for your review and look forward to working with you on this project. If you have any questions concerning this proposal or any other aspect of the project, please feel free to contact our office.

Sincerely,
ANDREYEV ENGINEERING, INC.


 Nicolas E. Andreyev, P.E.
 President

Attachments: Fee Schedule

**FEE SCHEDULE
ANDREYEV ENGINEERING, INC.
(Effective January 1, 2023)**

PROFESSIONAL SERVICES

A. Professional Services

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1. CADD/GIS Technician	\$75.00/hour
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October 6, 2023

AEI Project No.: GPGW-23-001

TO: Mead & Hunt
P.O. Drawer 290247
Port Orange, Florida 32129-6810

Attention: Mr. Brad Blais, P.E.

SUBJECT: **Proposal**, Continuing Hydrogeologic Services to Model 2040 Impacts on MFL Water Bodies, Determination of Proportional Share of Spring Flow Deficit, Presentation of Model Results to the SJRWMD & Assist with Approval of Modeling Approach
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Based on our understanding of the remaining tasks needed to complete this work and obtain approval from the SJRWMD, if possible, we anticipate carrying out the following scope of work:

1. Finalize the modeling report discussed during our meeting, add modeling data details as appropriate, and submit the report to the SJRWMD for review and approval.
2. Provide additional details to the SJRWMD, as needed, or as requested by the reviewers.
3. Attend meetings, conference calls as needed during their review process.
4. Update, revise the model and conduct another set of modeling of various scenarios incorporating the comments and suggestions by the SJRWMD's reviewers.
5. Prepare a final updated/revised report with plans and figures as needed, submit it to the WVWS for review and approval.
6. Attend a final presentation of the report to the WVWS, then finalize and submit the report to the SJRWMD for final review and approval. Provide all modeling data sets to the SJRWMD, if requested.
7. Attend various meetings and presentations during and after the modeling, model revision/update reporting, approval, as needed.

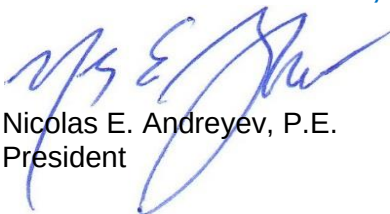
It is difficult to estimate the needed time and effort to complete the scope of work described above, as it greatly depends on the SJRWMD's review, comments, and requests for model revisions, if any. However, for budgetary purposes we provide the following estimated fees for our work:

Finalize report & submit to SJRWMD, update/revise modeling & reporting.....	\$22,000.00
Presentations of results, meetings, data submission, etc.....	<u>\$ 8,000.00</u>
TOTAL ESTIMATED FEE	\$ 30,000.00

For all work, we will invoice only for the work performed on a monthly basis, using our 2023 fee schedule attached to this proposal. We will not exceed the estimated budget unless the scope of work has changed, and you approved the additional fees.

We appreciate the opportunity to submit this proposal for your review and look forward to working with you on this project. If you have any questions concerning this proposal or any other aspect of the project, please feel free to contact our office.

Sincerely,
ANDREYEV ENGINEERING, INC.



Nicolas E. Andreyev, P.E.
President

Attachments: Fee Schedule

**FEE SCHEDULE
ANDREYEV ENGINEERING, INC.
(Effective January 1, 2023)**

PROFESSIONAL SERVICES

A. Professional Services

The following hourly rates will be applicable for time spent by Professionals for project coordination, direction, management, consultations, evaluations of field and laboratory data, preparation of engineering reports, conferences and inspections related to geotechnical, groundwater, environmental and materials testing engineering services.

1. Expert Witness by Professional Engineer/Geologist	\$275.00/hour
2. Principal Engineer	\$220.00/hour
3. Chief Engineer/Geologist/Modeler	\$195.00/hour
4. Senior Project Engineer/Manager/Geologist	\$180.00/hour
5. Project Engineer/Modeler/Geologist	\$165.00/hour
6. Field Engineer/Geologist	\$150.00/hour
7. Senior Environmental Technician	\$85.00/hour
8. Senior Geotechnical Engineering Technician	\$85.00/hour
9. Engineering Technician	\$75.00/hour
10. Licensed Threshold Agent	\$175.00/hour
11. Chief Structural Technician	\$165.00/hour
12. Senior Structural Technician	\$130.00/hour

B. Word Processing and CADD Services

1. CADD/GIS Technician	\$75.00/hour
2. Word Processing Services	\$65.00/hour

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, APRIL 17, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor Reggie Williams, Emmanuel Christian Church, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie Hennessy, City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Adam Kisthardt, Deputy Police Chief; Todd Allen, Fire Chief; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Chad Gamble, Public Services Director; Jim Ailes, Deputy Public Service/Utilities Director; Greg Whidden, Information Technology Director; Carol Kuhn, Planning Director; and members of the public and press.

PRESENTATIONS

1. Resolution No. 2023-25, Honoring the Retirement of Mike Holmes

Commissioner Paiva read Resolution No. 2023-25, and Commissioner Kevin Reid presented the Resolution to Mr. Holmes.

RESOLUTION NO. 2023-25

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND FLORIDA, TO MIKE HOLMES ON HIS RETIREMENT AFTER 25 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mike Holmes joined the Community Development Department – Planning Division on August 24, 1998, as Planning Director and has been a dedicated and dependable leader of the department during a time when the city’s population doubled from approximately 20,000 to 40,000 residents, and more than 4,180 acres were annexed into the city; and

WHEREAS, He was the city’s emergency management liaison with Volusia County through 8 major hurricanes and several floods, tornadoes, and forest fires; and

WHEREAS, Mike led a Florida Planning & Zoning Association (FPZA) award winning team on the revitalization of Georgia Avenue; and

WHEREAS, He created or reviewed over 2900 agenda items for the Planning Board and City Commission, including the annexation, comprehensive plan amendments and rezoning of Victoria Park; and

WHEREAS, Mike led the Planning Department on the creation of the City’s 2050 Vision Plan in 2010; and

WHEREAS, He acted as the City’s technical representative to the River to Sea Transportation Planning Organization, keeping city staff informed of proposals and projects that impacted the city; and

WHEREAS, Mike will continue his involvement in the planning profession through his research on the impacts of micro-breweries on local economies; and

WHEREAS, we join the residents of DeLand, Florida, in congratulating Mike Holmes as he retires from a lifetime of hard work and public service as the City’s Planning Director, we wish him continued health, happiness and success in the years to come.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Mike Holmes for his 25 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

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

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

PASSED AND DULY ADOPTED this 17th day of April, 2023.

/s/ Chris Cloudman

Mayor

Attest:

/s/ Julie A. Hennessy

City Clerk-Auditor

Commissioner Paiva made a motion to approve Resolution No. 2023-25. Commissioner Davis seconded the motion, which carried by a unanimous vote.

2. Resolution No. 2023-23, Honoring the Retirement of Larry Howard

Commissioner Dan Reed read Resolution No. 2023-23. Commissioner Davis presented the Resolution to Mr. Howard.

RESOLUTION NO. 2023-23

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND FLORIDA, TO LARRY HOWARD ON HIS RETIREMENT AFTER 25 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Larry Howard joined the Parks & Recreation Department on March 9, 1998, as a Maintenance Worker and has been a dedicated and dependable staff member; and

WHEREAS, Larry has single-handedly maintained the Chisholm Community Center, which includes five acres of land and infrastructure such as a commercial sized pool, gymnasium, and a community garden; and

WHEREAS, while honoring the notable African-Americans of the DeLand community as the foundation of the Chisolm Community Center's objectives, he was able to create the "History Hallway" at the Center which highlights notable African-American musicians, first responders, military personnel, politicians and career professionals; and

WHEREAS, Larry has become a staple of the community through his activism and exemplary service, specifically with our DeLand youth; and

WHEREAS, we join the residents of DeLand, Florida, in congratulating Larry Howard as he retires from a lifetime of hard work and public service as the Maintenance Specialist at the Chisholm Community Center, we wish him continued health, happiness, and success in the years to come.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Larry Howard for his 25 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

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

Section 3. This Resolution shall become effective immediately upon its adoption.
PASSED AND DULY ADOPTED this 17th day of April, 2023.

/s/ Chris Cloudman
Mayor

Attest:

/s/ Julie A. Hennessy
City Clerk-Auditor

Commissioner Dan Reed made a motion to approve Resolution No. 2023-23. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

3. Resolution No. 2023-24, Honoring the Retirement of Craig Leonard

Mayor Cloudman read Resolution No. 2023-24. Commissioner Paiva presented the Resolution to Mr. Leonard.

RESOLUTION NO. 2023-24

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO CRAIG LEONARD ON HIS RETIREMENT AFTER 41 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1974, Craig Leonard started part-time in the summer activities program and then was hired full-time as a Maintenance Worker at Conrad Park on October 1, 1982; and

WHEREAS, in 1986, after the Sperling Sports Complex was completed, Craig transferred there as a Maintenance Worker to maintain the ball fields; and

WHEREAS, During his employment, "CL" also worked after hours coaching T-Ball, Babe Ruth Baseball and Youth Basketball and played softball for many years with the American Legion Baseball players and many former part-time workers in the Parks and Recreation Department; and

WHEREAS, "CL" has been one of the most dedicated Parks and Recreation staff members, has always been passionate about providing the best services to the DeLand Community and has been an encyclopedia when anyone has needed information regarding the Parks and Recreation Department; and

WHEREAS, Craig is one of the longest serving Parks and Recreation Employees, and his 41 years of service is second only to former Director Tom Sperling's 44 years; and

WHEREAS, we join the residents of DeLand, Florida, in congratulating Craig Leonard as he retires from a lifetime of hard work and public service as the Maintenance Special at the Sperling Sports Complex, we wish him continued health, happiness and success in the years to come.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Craig Leonard for his 41 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

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

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

PASSED AND DULY ADOPTED this 17th day of April, 2023.

/s/ Chris Cloudman

Mayor

Attest:

/s/ Julie A. Hennessy

City Clerk-Auditor

Commissioner Paiva made a motion to approve Resolution No. 2023-24. Commissioner Davis seconded the motion, which carried by a unanimous vote.

4. Employee Years of Service Award

Commissioner Dan Reed presented a plaque to Luis Nunez, Public Works, recognizing and appreciating ten (10) years of service in the City of DeLand.

5. Battalion Chief Pinning Ceremony: Jon Hollman, Harry Taylor, Brad Cory, Deputy Fire Marshal Jamie Lunsford

Todd Allen, Fire Chief, invited the Battalion Chiefs and the Deputy Fire Marshal to be recognized for their promotions.

Jamie Lunsford was recognized for his promotion to Deputy Fire Marshal on February 13, 2023. His badge was pinned by his wife, Sara.

Jon Hollman was recognized for his promotion to Battalion Chief on March 24, 2023. His badge was pinned by his wife, Jenna.

Harry Taylor was recognized for his promotion to Battalion Chief on March 24, 2023. His badge was pinned by his daughters Reece and Roxy, and was joined by his wife, Brittany.

Brad Cory was recognized for his promotion to Battalion Chief on March 24, 2023. His badge was pinned by his wife, Kelly.

6. Firefighter Introductions: Crystal Hayes, Sebastian McCormick, William “Bill” Mathis

Chief Allen introduced Firefighters Sebastian McCormick and Bill Mathis. Crystal Hayes was unable to attend the meeting.

7. Certificate of Recognition to Isaac Garrison

Commissioner Kevin Reid read a Certificate of Recognition to Isaac Garrison for crafting the City Seal out of felt and researched the history of the City for the 2023 Volusia County Schools Social Studies Fair. Commissioner Paiva presented the certificate to Mr. Garrison.

8. Certificate of Recognition to Kenneth Jackson

Commissioner Davis read a Certificate of Recognition to Kenneth Jackson, Youth of the Year for the Lacy Family Spring Hill Boys and Girls Club. Mayor Cloudman presented the certificate to Mr. Jackson.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment
2. Consideration re Collective Bargaining Agreement with the International Union of Police Association (IUPA) for Fiscal Year 2022-2023
3. Resolution Approving the Sole Source Purchase of a Landoll Trailer to Haul Equipment
4. Resolution Approving City Works Enterprise Annual Sole Source License Agreement
5. Consideration re Award of Bid for the 2022 Water Main Improvements
6. Consideration re Grant of Easement to Duke Energy, DeLeon Springs Master Pump Station
7. Consideration re Change Order No. 4, WRF Digester Upgrades & Improvement

Mayor Cloudman pulled item 2 from the Consent Agenda for discussion.

Commissioner Paiva made a motion to approve Consent Agenda Items 1 and 3-7. Commissioner Davis seconded the motion, which carried by a unanimous vote.

Mayor Cloudman thanked everyone who was involved in the collective bargaining process.

Commissioner Paiva made a motion to approve Consent Agenda Item 2. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Susie Lawrence, 432 Glenwood Road, asked that ordinances be revised to include a provision for tattoo shops in the downtown area. She stated that her family strongly supports Always Anchored Tattoo, owned by Brittany Arizona. She stated that tattooing is about the art.

Brittany Ford, 1300 Jacobs Road, spoke in support of tattoo shops being allowed in the downtown area. She advocated for Always Anchored Tattoo, and shared some of the standards by which her business operates. She shared some large companies that have changed their personnel policies concerning tattoos.

Eli Wittick, 116 South Boundary, spoke in support of tattoo businesses. He felt the opposition to tattoo studios had changed significantly since the inception of ordinances that prohibit this use in the downtown art district.

Mr. Pleus, City Manager, addressed the timing for staff to prepare the ordinance. He stated it is anticipated to be presented to the City Commission for consideration in approximately four (4) months.

Commissioner Dan Reed asked about alternatives for Ms. Ford if she were ready to move her shop before a revised ordinance is adopted. He specifically asked if a variance could be used to allow the tattoo shop. Ms. Kuhn responded that, presently, the business would not meet any of the criteria in the code, and a Variance would not be a tool to help Ms. Ford.

NEW BUSINESS

1. First Reading of Ordinance Annexing 0.76 Acre of Property located at 230 East International Speedway Boulevard

Mr. Elkind read the Ordinance by title only.

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA,
ANNEXING A PAREL OF LAND TOTALING APPROXIMATELY +/- 0.76
ACRES OF PROPERTY LOCATED AT 230 EAST INTERNATIONAL**

SPEEDWAY BOULEVARD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the Public Hearing.

Carol Kuhn, Planning Department, requested to address the three companion ordinances pertaining to the 230 East International Speedway Boulevard property. She provided the staff report and stated that the Planning Board unanimously recommended annexation approval.

Mayor Cloudman closed the Public Hearing.

Commissioner Paiva made a motion to approve the Ordinance upon first reading. Commissioner Kevin Reid seconded the motion which carried by the following roll call vote:

COMMISSIONER PAIVA	YES
COMMISSIONER DAVIS	YES
COMMISSIONER DAN REED	YES
COMMISSIONER KEVIN REID	YES
MAYOR CLOUDMAN	YES

2. First Reading of Ordinance Changing the Land Use of 0.76 Acre of Property from Volusia County's Urban Medium Intensity (UMI) to City of DeLand Highway Commercial (HC) located at 230 East International Speedway Boulevard

Mr. Elkind read the Ordinance by title only.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 230 EAST INTERNATIONAL SPEEDWAY BOULEVARD FROM VOLUSIA COUNTY'S URBAN MEDIUM INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S HIGHWAY COMMERCIAL FUTURE LAND USE DESIGNATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the Public Hearing. The Public Hearing was closed.

Commissioner Paiva made a motion to approve the Ordinance upon first reading. Commissioner Dan Reed seconded the motion, which carried by the following roll call vote:

COMMISSIONER PAIVA	YES
COMMISSIONER DAVIS	YES
COMMISSIONER DAN REED	YES
COMMISSIONER KEVIN REID	YES
MAYOR CLOUDMAN	YES

3. First Reading of Ordinance Changing the Zoning from Volusia County B-4/B-4CA (General Commercial) to City of DeLand C-2 (General Commercial), for Approximately 2.32 Acres of Property located at 210 and 230 East International Speedway Boulevard

Mr. Elkind read the Ordinance by title only.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S B-4/B-4CA, GENERAL COMMERCIAL TO CITY OF DELAND'S C-2, GENERAL COMMERCIAL ON PROPERTIES LOCATED AT 210 AND 230 EAST INTERNATIONAL SPEEDWAY BOULEVARD; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF APACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the Public Hearing.

Ms. Kuhn mentioned that this property is related to the previous two ordinances but brings in an additional parcel of land for a total of 2.32 Acres.

The Public Hearing was closed.

Commissioner Paiva made a motion to approve the Ordinance upon first reading. Commissioner Dan Reed seconded the motion, which carried by the following roll call vote:

COMMISSIONER PAIVA	YES
COMMISSIONER DAVIS	YES
COMMISSIONER DAN REED	YES
COMMISSIONER KEVIN REID	YES
MAYOR CLOUDMAN	YES

4. Resolution Approving Final Plat for the Woodland Crossings Subdivision located at the West Side of Woodland Boulevard, North of Violetwood Road-Replat of Lot 2

Ms. Kuhn presented the final plat for the Woodland Crossings Subdivision.

Commissioner Kevin Reid pointed out that the lot does not have a lot of trees. He asked what would be required of the developer in this situation. Ms. Kuhn said the developer is required to plant trees.

Commissioner Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – No report given.
2. Report re River-to-Sea TPO – Mayor Cloudman gave a report.
3. Report re River of Lakes Heritage Corridor – Commissioner Dan Reed gave a report.

CITY MANAGER REPORT

Mr. Pleus reported on the following topics.

- The Charles P. Bailey Road sign ribbon cutting is being coordinated.
- Bethel A.M.E. Church Road renaming.

CITY ATTORNEY REPORT

Mr. Elkind reported on the following topics.

- Update on Senate Bill 102, Live Local Act.

CITY CLERK REPORT

Ms. Hennessy reported on the status of volunteer boards.

CITY COMMISSION

Commissioner Dan Reed shared comments.

Commissioner Paiva - nothing to report.

Commissioner Kevin Reid - nothing to report.

Commissioner Davis shared comments.

Mayor Cloudman shared comments and announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:48 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JUNE 5, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

Mayor Cloudman introduced Mayor for the Day, Damian Roberts. Mayor Roberts is a student at St. Barnabas Episcopal School.

The meeting was called to order by Mayor Roberts, at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor Dan Glenn, Stetson Baptist Church, gave the Invocation.

PLEDGE OF ALLEGIANCE: Boy Scout Troop 550 led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Roberts	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie Hennessy, City Clerk - Auditor; Jason Umberger, Police Chief; Michael Vazquez, Division Chief, Fire Administration; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Chad Gamble, Public Services Director; Carol Kuhn, Planning Director; Deborah Glick, Land Development Manager; Mark Hayward, Human Resources Director; Raymond Bahrami, City Engineer; members of the public and press.

PRESENTATIONS

1. Proclamation re: DeLand Middle School-Lady Terrier Basketball Team Championship

Mayor Cloudman read the names of the students. Mayor Roberts and Commissioner Davis presented a certificate to each 2022-2023 DeLand Middle School Lady Terrier Basketball Team member.

Mayor Cloudman read the Proclamation. Commissioner Davis invited the School Principal, John Devito, forward to be recognized along with his Lady Terrier Basketball Team.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment
2. Consideration re Utility Service Agreement for The Canopy at Blue Lake
3. Consideration re Utility Service Agreement for the McGarvey Lift Station
4. Consideration re Acceptance and Recognition of Bill of Sale Lift Station Tract and Infrastructure for Andover Ridge Subdivision

Commissioner Paiva made a motion to approve items 1-4 on the consent agenda. Commissioner Davis seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Kelly Hobbs, 930 Park Place, spoke about constrained parking in downtown DeLand.

Sidney Johnston, 535 N. Ocala Avenue, spoke about the Putnam Hotel demolition, characterizing his comments as post mortem #4. He stated he would be pivoting to a broader context which included the Putnam Hotel and its demolition, and his goal was to encourage more broadly, the City's leadership and staff to consider an opportunity to engage in professional development about historic districts.

Reginald Bryan, 825 S. High Street, spoke about parking at Dunns Bottom/Tre Thomas Park and the need to renovate the park. He was concerned about the proposed fencing around the park.

OLD BUSINESS

1. CONTINUATION of First Reading of Ordinance Changing the Zoning for GlassHouse Square PD, on Approximately 0.868 Acres of Property, located at 130 West New York Avenue from C-2A to Planned Development (First Reading September 26, 2022

Mr. Elkind, City Attorney, read the Ordinance by title only.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM C-2A & H, DOWNTOWN COMMERCIAL AND HISTORIC TO THE CITY'S PLANNED DEVELOPMENT, GLASSHOUSE SQUARE PD, ON PROPERTY LOCATED AT 130 WEST NEW YORK AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 0.868 +/- 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.

Mayor Cloudman opened the public hearing.

Rick Werbiskis, Community Development Director, highlighted the ordinance which was initially heard one year ago. He noted that the site consists of a single structure and parking in the area that was the former location of the County Jail, and is currently under the ownership of the City of DeLand. He recapped the process, which began with an RFP launched on July 25, 2018, to redevelop the former jail site. The City Commission was asked to consider the first reading of the ordinance, which continued from September 26, 2022. At their September 26, 2022, meeting, the City Commission discussed the project's elements, including the pedestrian walkway, activity space, and the number and location of off-street parking spaces. The updated PD agreement provides clarity on these matters. Redevelopment of the property will be guided by the proposed development agreement, which includes applicable provisions. Mr. Werbiskis stated the proposed plan is for a mixed commercial/residential project, which is being proposed to be done in phases.

Mr. Elkind, City Attorney, reviewed the requirements for a quasi-judicial hearing. He stated this project was unique because the City owns the property and the City had entered into an acquisition redevelopment agreement for redevelopment of the property. He advised the City Commission on the agreement's purpose and how to approach the decision-making process.

Alex Ford, the attorney representing GlassHouse Square, LLC, presented the project and stated the question to be considered was whether standards for PD rezoning had been met. Mr. Ford set forth the conceptual layout / build-out, with the assumption that all parking was to be provided offsite. He reviewed revisions to the proposed development agreement. A rendering of the conceptual architecture was shown, and Mr. Ford said the Historic Preservation Board was pleased with the architecture in concept but wanted the developer to provide specific materials to be used. The parking plan was discussed along with other parking ideas, including adding the

requirement for payment of the entire Phase 1 fee before issuing a Phase 1 Certificate of Occupancy.

Mr. Elkind called for the disclosure of ex-parte communications. Commissioners Kevin Reid, Dan Reed, Davis, Paiva and Mayor Cloudman disclosed communications.

Mr. Elkind mentioned he had advised **Mr. Reid (K. Reid? Or D. Reed? – I couldn't figure it out on the property appraiser's site, either)** that he did not have a conflict of interest by virtue of his owning property across the street from the subject property.

The following members of the public shared their comments about the proposed ordinance:

Lorna Owens, 226 W. Wisconsin Avenue, shared concerns about the project, primarily with parking, but also landscaping.

William McIntyre, 521 N. Florida Avenue, shared concerns about demolishing the old county jail building. He urged the commissioners to vote no on this project.

Barb Shepherd, 112 W. New York Avenue, Suite 209, shared concerns about the project. She questioned what benefit would be derived by the public by going forward with the project.

Ian Bobo, 630 N. Arlington Avenue, shared concerns about the project, primarily with parking. He urged the commissioners to vote no on this project.

Jeff Shepherd, 112 W. New York Avenue, shared concerns about the project, which included the pedestrian walkway, plaza access to the public, and no landscaping requirements.

Frank Schnidman, 620 N. Cherokee Avenue, stated that as a former development attorney, he wanted to urge the Commission to consider continuing this agenda item to allow time for re-evaluation.

Ken Goldberg, 538 Cypress Lane, shared concerns about the project. He thought the demolition and reconstruction would damage nearby sand brick buildings, namely the Conrad Building.

Mayor Roberts recessed the meeting at 9:03 p.m. The meeting reconvened at 9:14 p.m.

Mr. Ford stated it was unnecessary to make a parking district before adopting the ordinance. He also responded to the public comments.

Discussion ensued among the City Commission. Concerns were expressed with regard to the pedestrian walkway and public access. Questions were raised with regard to changes that had occurred since the early hearings on the project. There was hesitation with regard to how or when the second phase of the project would be completed, or if it would come to fruition at all.

Mayor Cloudman expressed concern that no significant changes had been made since the last discussion.

With regard to parking, Mr. Elkind informed the Commission that it was their prerogative to allow payment in lieu of the provision of parking spaces. He also advised that if the Commission was inclined to provide specific instruction for changes to the plan, that advice should be provided with respect to parking.

Commissioner Kevin Reid outlined some changes he would like to see incorporated into the PD. He liked what was presented initially, but what was being presented now differed. There were also significant concerns by commissioners with respect to parking.

Mr. Ford said that his client needed clear direction from the City Commission. He said the hope was that a second phase would not be necessary if the whole project was completed in one phase.

Mr. Pleus stated his understanding from the September meeting was that the City Commission had a substantial agreement on 40 parking spaces for Phase 1. There was discussion about whether parking could be provided onsite, if the developer could contribute to a parking fund, or if the developer needed to find off-site parking. A hybrid parking plan was discussed.

Mayor Cloudman closed the public hearing.

Mr. Werbiskis informed the Commission that staff had consistently requested additional detailed information with respect to green space, landscaping, and location of parking. He understood that the City Commission allowed looking at payment in lieu of parking, and some internal discussions took place regarding how that would be accomplished. Currently, no definitive location where potential parking could be located has been identified.

Mr. Ford requested a third first reading, allowing the developer to be specific on the landscaping and water features. He stated they would try to discern a parking plan and suggested the developer pay for parking. He said the purchase agreement could be altered to provide for the five-year reversion, as discussed.

The Commission discussed whether to continue the agenda item or deny it.

Commissioner Kevin Reid made a motion to deny the project due to lack of a defined use of the plaza; lack of public access and pedestrian walkway; lack of adequate parking replacement for the current parking; lack of a plan for phase 2; lack of timeline and impact on other businesses during construction; due to the removal of parking; and, concern about the viability of the project. Commissioner Davis seconded the motion.

Mayor Cloudman said that at the last hearing, several commissioners sought assurance that phase 2 would be built.

On roll call vote, the motion to deny carried unanimously.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	NO
Mayor Cloudman	YES

NEW BUSINESS

1. First Reading of Ordinance Amending Section 33-91.03 of the Code of Ordinances re Indoor parking Requirements in the Core Gateway District

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 33-91.03 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATED TO INDOOR PARKING REQUIREMENTS IN THE CORE GATEWAY DISTRICT, PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Mayor Cloudman opened the Public Hearing.

Mr. Elkind presented a summary and background information on the ordinance. This ordinance would remove the existing requirement for two indoor (garage) parking spaces solely within the Core Gateway Zoning District but maintain the current requirements for the total number of parking spaces per residential unit.

William Hoffman, 434 E. Rich Avenue, spoke about the requirement for four spaces.

Ken Goldberg, 538 Cypress Lane, opposed to the requirement for four parking spaces.

Commissioner Paiva made a motion to approve the Ordinance. Commissioner Kevin Reid seconded the motion, which carried by a unanimous roll call vote.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

2. Resolution Approving Community Development Block Grant (CDBG) Budget for Fiscal Year 2023-2024

Emily Ragussa, Community Development Coordinator, presented the resolution adopting the CDBG Budget for Fiscal Year 2023-2024. The CDBG Budget for FY 2023-24 would result in the expenditure of funds for the benefit of targeted areas of the City of DeLand upon approval of the grant applications submitted to Volusia County.

Commissioner Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

3. Consideration re: Appointment of City Commission Representative to a Selection Committee for Civil & Traffic Engineering, Site Plan and Final Plat Review Consultants

Commissioner Paiva made a motion to appoint Commissioner Kevin Reid as the City Commission Representative to the Selection Committee for Civil & Traffic Engineering, Site Plan, and Final Plat Review Consultants. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

4. Consideration re: Change of Meeting Date for Fourth of July Holiday

Commissioner Paiva made a motion to reschedule the July 3rd Commission Meeting to Wednesday, July 5, 2023, because of the Fourth of July holiday. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

5. Consideration re: Request to schedule Budget Workshops for FY 2024 for July 10-13, 2023, at 5:30 p.m., with Friday, July 14, 2023, held as a reserve date

Commissioner Paiva made a motion to approve the request to schedule budget workshops for FY 2024 for July 10-13, 2023, at 5:30 p.m., with Friday, July 14, 2023, held as a reserve date. Commissioner Davis seconded the motion, which carried by a unanimous vote.

CITY MANAGER REPORT

Mr. Pleus reported on two items:

- Kiosk is in place, and the Dropbox would be removed. It was never the intent to keep the dropboxes indefinitely.
- Grants for structured parking on the Fire Station 81 site.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hennessy had nothing to report.

CITY COMMISSION

Commissioner Davis shared comments.

Commissioner Paiva shared comments.

Commissioner Kevin Reid shared comments.

Commissioner Dan Reed shared comments.

Mayor Cloudman shared comments and announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:27 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Consideration re Approval of Yardly DeLand Proportionate Fair Share Agreement.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Updated CTC DeLand PFSA

APPROVED BY: Michael Pleus, City Manager, November 1, 2023

SUMMARY/HIGHLIGHT:

Back in August of this year the City Commission approved the Proportionate Fair Share Agreement (“PFSA”) for the CTC DeLand / Yardly Crossings development. City staff then sent the agreement along to the County for County Council approval, but County staff recently contacted the City asking that an additional provision be added to the agreement that had inadvertently been left out of the previously approved version. The new provision relates to redoing the traffic impact analysis to update the fee in the event that the fee provided for in the agreement is not paid by December 31, 2025.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

Providing for traffic concurrency helps with creating a sustainable community.

FISCAL IMPACT:

There is no fiscal impact to the City from this agreement.

RECOMMENDATION:

It is recommended that the City Commission approve the attached agreement.

BACKGROUND/DISCUSSION:

In accordance with Florida Statutes, all new development is reviewed for traffic concurrency prior to issuing construction permits. This review involves the applicant submitting a traffic study from a traffic engineer which determines the traffic impacts from the new development. The study is then reviewed by the County’s traffic engineer. The City, County and Developer then enter into the PFSA to memorialize the amount of the payment due and any relevant terms related thereto. Pursuant to statute, the developer is entitled to county road impact fee credits in the amount of the proportionate fair share payment. This PFSA is for the rental home project located at the southeast corner of MLK and Summit Avenue.

YARDLY - DELAND CROSSINGS
PROPORTIONATE FAIR SHARE AGREEMENT

THIS PROPORTIONATE FAIR SHARE AGREEMENT (the “Agreement”) is entered into by and between the following entities: **TM BTR OF FLORIDA, LLC**, a Florida limited liability company whose address is 4900 N. Scottsdale Road, Ste 2000, Scottsdale, AZ 85251; **THE CITY OF DELAND**, a Florida municipal corporation whose address is 120 South Florida Avenue, DeLand, FL; and the **COUNTY OF VOLUSIA**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, Florida 32720.

WHEREAS, the real property subject to this Agreement is comprised of 28.64± acres of land located at the intersection of Cassadaga Road and Dr. Martin Luther King, Jr. Beltway in DeLand, Volusia County, Florida, with Parcel Identification Number(s) 8106-00-00-0124; and 8106-00-00-0121 and as further described in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the site plan process for the Property will allow the Yardly – DeLand Crossings project to be developed (“Project”); and

WHEREAS, in connection with the site plan review for the Project, a traffic impact analysis ("TIA"), dated November 2022, of the existing road network in the vicinity of the Project was performed by Developer’s traffic consultant in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that there is insufficient roadway capacity in the vicinity of the Property without the anticipated additional traffic impacts of the Project; and

WHEREAS, Florida Statutes § 163.3180(5)(h) (2022) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances; and

WHEREAS, the TIA identifies certain traffic impacts in the area of the Project ("Impact Area"); and

WHEREAS, Traffic & Mobility Consultants in a written memorandum calculated the amount of the proportionate fair share for the total buildout of the necessary offsite traffic improvements required for the Project based upon a maximum buildout of 233 multifamily dwelling units.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Proportionate Fair Share. For purposes of this Agreement, the calculated “Proportionate Fair Share” for the Property shall be THREE HUNDRED THIRTY-SIX THOUSAND TWENTY-THREE AND 83/100 (\$336,023.83) DOLLARS, as more particularly described in **Exhibit B**, attached hereto and incorporated herein (the “Proportionate Fair Share”). Developer shall satisfy the Proportionate Fair Share obligation through payment of the sum of the Proportionate Fair Share (“PFS Payment”). The entire amount of the Proportionate Fair Share shall be paid to the County within thirty (30) days of execution of this Agreement by all Parties. If Developer does not pay the Proportionate Fair Share within one (1) year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation published inflationary rate. If the proportionate fair-share amount is not paid prior to December 31, 2025, then the TIA must be updated and the proportionate fair-share amount recalculated based on conditions at that time. Once Developer has paid the Proportionate Fair Share, Developer agrees to waive the right to request a return of the Proportionate Fair Share payment.
3. County’s Application of Proportionate Fair Share. The parties intend that the County will apply the Proportionate Fair Share funds received for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.
4. Impact Fees. Subsequent to payment of funds, Developer shall be entitled to County thoroughfare road impact fee credits against and in an amount equal to the Proportionate Fair Share. County Impact fee credits shall be issued as detailed in **Exhibit C**.
5. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other City development or building related fees including other impact fees, or such other City fees as may be prescribed by law.
6. Effective Date. The effective date this Agreement shall be the last date upon which all parties hereto cause this Agreement to be executed as indicated below their respective signatures.
7. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm,

or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

8. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.
9. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

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, City Clerk

Witness 2

Print Name of Witness 2

Date: _____

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, Mayor and City Clerk, respectively, of The City of DeLand, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

By: _____
Darren J. Elkind, City Attorney

Attest

By: _____
George Recktenwald, County Manager

**COUNTY OF VOLUSIA, a political
subdivision of the State of Florida**

Jeffrey S. Brower, County Chair

Approved as to form by:

By: _____
Thomas "Russ" Brown, III, Sr. Asst. County Attorney

Signed, sealed and delivered in the presence of:

TM BTR of Florida, LLC, a Florida limited liability company

Witness 1

Print Name of Witness 1

By: _____
Nicholas Gluckman, Vice President

Witness 2

Print Name of Witness 2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2023, by Nicholas Gluckman, as Vice President of **TM BTR of Florida, LLC, a Florida limited liability company**. He/she is [] personally known to me or [] produced as identification and did not take an oath.

Notary Public _____
Printed Name: _____
Commission No. _____

Exhibit A

The Property

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOTS 4 AND 5, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD PER OFFICIAL RECORDS BOOK 3779, PAGE 3745 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE EASTERLY LINE OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 00°14'44" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 1028.00 FEET; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 89°43'30" WEST, FOR A DISTANCE OF 118.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE: HAVING A CENTRAL ANGLE OF 15°36'56", A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 272.54 FEET, A CHORD BEARING OF NORTH 81°55'02" WEST AND A CHORD DISTANCE OF 271.70 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 74°06'34" WEST, FOR A DISTANCE OF 169.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 3°39'55", A RADIUS OF 1520.00 FEET, AN ARC LENGTH OF 97.24 FEET, A CHORD BEARING OF NORTH 75°56'32" WEST AND A CHORD DISTANCE OF 97.22 FEET TO THE POINT ON A RADIAL LINE; THENCE RUN SOUTH 12°13'31" WEST ALONG SAID RADIAL LINE, FOR A DISTANCE OF 80.00 FEET TO THE POINT ON A CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID RADIAL LINE, RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 12°42'11", A RADIUS OF 1440.00 FEET, AN ARC LENGTH OF 319.26 FEET, A CHORD BEARING OF NORTH 84°07'35" WEST AND A CHORD DISTANCE OF 318.61 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°31'20" WEST, FOR A DISTANCE OF 362.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MARTIN LUTHER KING JR. BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 3779, PAGE 3819 OF SAID PUBLIC RECORDS AND A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND EASTERLY RIGHT OF WAY LINE HAVING A CENTRAL ANGLE OF 2°43'48", A RADIUS OF 5629.58 FEET, AN ARC LENGTH OF 268.24 FEET, A CHORD BEARING OF NORTH 06°53'12" EAST AND A CHORD DISTANCE OF 268.22 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 08°15'06" EAST, FOR A DISTANCE OF 225.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 04°38'00", A RADIUS OF 5829.58 FEET, AN ARC LENGTH OF 471.41 FEET, A CHORD BEARING OF NORTH 05°56'07" EAST AND A CHORD DISTANCE OF 471.28 FEET TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD; THENCE RUN NORTH 89°31'20" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1223.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.642 ACRES OF LAND, MORE OR LESS.

Exhibit B

Proportionate Fair Share Calculation

4.0 PROPORTIONATE SHARE

The project's proportionate share of the cost to improve the deficient facilities is calculated based on the capacity demand generated by the development as a portion of the cost to improve the segment capacity. The proportionate share formula applied is expressed as follows:

$$\text{Prop Share} = \frac{\text{Project Trips}}{\text{Improved Capacity} - \text{Existing Capacity}} \times \text{Cost of Improvements}$$

The latest Volusia County's *Master Prop Fair Share Approved Cost & Formulas* was used to obtain a cost estimate for the widening of roadway segments and is included in **Appendix M**.

4.1 Roadway Segments Proportionate Share

The proportionate share calculation for the roadway segments is summarized in **Table 9**. Based on the information presented, the project's total proportionate share cost for roadway segment improvements at full project buildout is estimated to be \$101,876.88 and will be applied toward impact fee credit, where applicable.

Table 9
Roadway Segment Proportionate Share Calculation

Roadway Segment	Roadway Improvement	Length (miles)	Capacity			Project Trips	Prop Share %	Improvement Cost	Equivalent Cost (per mile)	Prop Share
			Base	Improved	Increase					
Graves Ave / CR 4145										
Veteran's Memorial Pkwy to Kentucky Ave	Widen to 4 Lns	0.33	1,620	3,410	1,790	18	1.01%	\$2,321,129.63	\$7,033,726.15	\$23,340.97
Kentucky Ave to Normandy Blvd	Widen to 4 Lns	0.38	1,620	3,410	1,790	6	0.34%	\$16,606,430.03	\$43,701,131.66	\$55,664.01
Orange Camp Rd										
US 17 / 92 to Princeton Rd	Widen to 4 Lns	0.55	1,270	3,410	2,140	4	0.19%	\$4,880,929.90	\$8,874,418.00	\$9,123.23
W. Volusia Bldwy										
Harley Strickland Blvd to Rhode Island Ave	Widen to 4 Lns	0.42	1,540	3,410	1,870	6	0.32%	\$4,285,000.00	\$10,202,380.95	\$13,748.66
Total Proportionate Share									\$101,876.88	

Source:

Roadway improvement costs based on Volusia County 'Master Prop Fair Share Approved & Formulas' dated June 2021 and correspondence with Volusia County

The proportionate share calculations are derived based on the above proportionate share formula. The net difference in the improved capacity to the existing capacity is derived from the *HCM* worksheets.

4.2 Intersection Proportionate Share

The project's proportionate share of the cost for the recommended intersection improvements is calculated based on the project's contribution to the deficiencies as a portion of the cost to improve the lane-queueing capacity. As detailed, the cost for extending the turn lane lengths is based on the FDOT average construction cost of \$172,134.71 per 300 feet for left turn lanes and \$169,383.18 for right turn lanes, with a 25% adjustment for design and engineering. The latest *FDOT Cost Per Mile for Long Range Estimating* was used to obtain a cost estimate for the improvement and is included in **Appendix N**. The proportionate share calculations for the roadway improvements are summarized in **Table 10**.

Table 10
Turn Lane Extension Proportionate Share Calculation

Intersection	Improvement	FDOT Cost (per 300 ft)	Total Improvement Estimated Cost (a)	Queue Length		Proportionate Share Cost (d)=(b)-(c)/300*(a)
				Buildout (b)	Background (c)	
Cassadaga Rd & Dr. Martin Luther King Jr Bldwy	Extend SB Left Turn Lane by 5'	\$172,134.71	\$215,168.39	385'	380'	\$3,586.14
SR 472 & Dr. Martin Luther King Jr Bldwy	Extend EB Left Turn Lane by 50'	\$172,134.71	\$215,168.39	813'	763'	\$35,861.40
	Extend WB Right Turn Lane by 50'	\$169,383.18	\$211,728.98	860'	810'	\$35,288.16
	Extend SB Left Turn Lane by 128'	\$172,134.71	\$215,168.39	1,135'	1,008'	\$91,446.56
Kentucky Ave & Graves Ave	Extend EB Left Turn Lane by 47'	\$172,134.71	\$215,168.39	953'	905'	\$34,068.33
	Extend SB Left Turn Lane by 3'	\$172,134.71	\$215,168.39	635'	633'	\$1,793.07
	Extend SB Right Turn Lane by 15'	\$169,383.18	\$211,728.98	740'	725'	\$10,586.45
Veteran's Memorial Pkwy & Graves Ave	Extend WB Left Turn Lane by 30'	\$172,134.71	\$215,168.39	868'	838'	\$21,516.84
Total Turn Lane Improvement Cost						\$234,146.95

Total Improvement Estimated Cost (a) = FDOT Cost * 1.25.

Based on the calculations, the project's total proportionate share cost is estimated to be \$234,146.95 for the turn lane extensions.

4.3 Total Proportionate Share

The project's total estimated proportionate share cost to mitigate the traffic impact for the development is as follows:

Roadway Improvements	\$101,876.88
<u>Turn Lane Extensions</u>	<u>\$234,146.95</u>
Total Proportionate Share Cost	\$336,023.83

The proportionate share mitigation cost will be applied toward impact fee credits, where applicable.

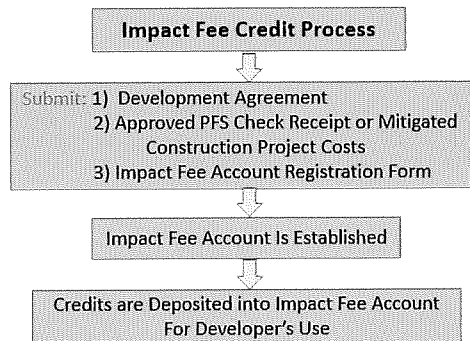
Exhibit C

Impact Fee Credit Instructions

EXHIBIT C

IMPACT FEE CREDITS

The following steps are required to be able to obtain impact fee credits for PFS payment or construction mitigation improvement:



1. Establish an Impact Fee Credit Account:

- After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Storm Kazmierczak (skazmierczak@volusia.org, (386) 736-5967 x12294). Please allow 5-7 business days.
 - For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:
 - Copy of the project's recorded development agreement
 - Copy of your PFS check and receipt.
 - Completed Volusia County Impact Fee Account Registration form** attached. Registration forms require original signatures. Copies or PDF's will not be accepted.
 - .
 - For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:
 - Copy of the project's recorded development agreement.
 - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted. An itemized tabulation delineating eligible costs is required when contracts or invoices include ineligible items. Note: Eligible costs include design, permitting, right-of-way (if applicable), and construction & CEI.
 - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

****Note:** Your Transportation Impact Fee Credit Account is like a bank account. The "List of Person(s) authorized to sign for this account", on the form, will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.

2. Allow Staff to Process Information and Make Deposit:

- The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant.
- Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). Contact: Beth Branton (bbranton@volusia.org, (386) 736-5924, ext. 12097).
- GRM will not accept executed forms from anyone other than Engineering & Construction.
- GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor completes audits of transportation impact fee credit files.

For questions regarding the following, please call:

- **Impact Fee Credit Registration** - Storm Kazmierczak at (386) 736-5967, ext. 12294, skazmierczak@volusia.org
- **Impact Fees or Impact Fee Credit Account balance** - Beth Branton at (386) 736-5924, ext. 12097, bbranton@volusia.org.
- **PFS Agreements**, please contact Russ Brown at 386-736-5950 x12947, rbrown@volusia.org
- **PFS payments**, please contact Kristen Vieira at 386-736-5968, ext. 12177, kvieira@volusia.org
- **PFS calculations**, please contact Melissa Winsett at 386-736-5968, ext. 12322, mwinsett@volusia.org



VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management - Impact Fees
123 West Indiana Avenue, Room 200
DeLand, FL 32720-4604
TELEPHONE: (386) 736-5924, ext. 12097
E-MAIL: impactfees@volusia.org

Collection Zone _____ I P Account Number _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT INFORMATION:

Name _____ E-Mail Address _____
Business Name _____
Mailing Address _____
City _____ State _____ Zip _____
() ()
Telephone Number _____ Fax Number _____

Answer the following questions on the subject property:

1. **Physical Address:**

City:

The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** _____ - _____ - _____
_____ - _____ - _____
_____ - _____ - _____

3. **List of Person(s) authorized to sign complete any/all transactions for this account:****

****ONLY persons listed will be given information or access to the account.**

Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: \$ _____

Proportionate Fair Share Payment: Yes _____ No _____

Date of PFS payment _____ Development Project: _____

Additional Details: _____

Approved by (signature) Tadd Kasbeer, P.E., County Engineer

Date

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: First Reading of Ordinance Granting a Petition to Create the Cresswind DeLand Community Development District.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Ordinance Creating Cresswind DeLand CDD , Resolution Denying Cresswind DeLand CDD, Interlocal Agreement - Cresswind DeLand CDD, CDD Policy Resolution 2020-58, Cresswind DeLand Petition to Establish CDD packet, Letter re Cresswind DeLand CDD Advantages, Review Memorandum Cresswind DeLand, 2020-19 Cresswind PD Recorded, Affidavit Adopting Prefiled Testimony of District Manager (Comings-Thibault) - Cresswind Deland, Affidavit Adopting Prefiled Testimony of Engineer (Smith) - Cresswind Deland

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

SUMMARY/HIGHLIGHT:

Section 190.005, Florida Statutes, relates to the establishment of CDDs and provides for the process and considerations of the City Commission when considering whether to approve a CDD which is located within the City Limits. The enactment of this ordinance is the method of approval.

In accordance with Chapter 190 of the Florida Statutes as amended, KH CW DeLand, LLC, a Florida limited liability company, has petitioned for the establishment of the Cresswind DeLand Community Development District. A community development district (CDD) is a local, special-purpose government framework and is an alternative to municipal incorporation for managing and financing infrastructure required to support the development of a community. A CDD is a legal entity that has the power and right to enter into contracts; to own both real and personal property; adopt by-laws, rules and regulations and orders; to sue and be sued; to obtain funds by borrowing; to issue bonds; and to impose assessments and levy taxes on property within the district. These taxes and assessments pay for the construction, operation and maintenance costs of certain public facilities and services of the district, and are set annually by the governing board of the CDD. They are itemized on the property tax statement, in addition to county and other local governmental taxes and assessments as provided for by law. The petition requests approximately \$18,949,447 in financing for the funding of public infrastructure associated with the development of the Cresswind DeLand residential community.

Resolution 2020-58 (attached) provides the criteria to be used in the consideration of approval of the establishment of a Community Development District.

The proposed ordinance provides that the CDD will have to enter into an interlocal agreement with the City. The ordinance provides a 60 day time limit from adoption of this Ordinance for execution of the interlocal agreement, but the applicant and City plan to present the interlocal agreement together with the second reading of this Ordinance on November 20, 2023. The interlocal agreement provides for a host of specific requirements for the CDD which are consistent with the types of enhanced amenities and infrastructure maintenance responsibilities set forth in the City's CDD policy resolution. Examples of provisions in the interlocal agreement are provisions related to the funding of stormwater management improvements, conservation areas, sanitary sewer collection systems, water distribution systems, reclaimed water distribution systems,

landscaping/hardscaping/irrigation, offsite improvements (e.g., offsite reclaim and other utility lines as well as median closures and turn lanes to the extent required for the development of the project), and all professional work product associated with these improvements. The City Commission will have the opportunity to review and, if desired, require other provisions be added to the interlocal agreement. The City is not obligated to enter into any particular interlocal agreement by virtue of approving this Ordinance on first reading, and the City has complete discretion as to whether to agree upon and approve any particular terms of an interlocal agreement.

SPECIAL INSTRUCTION FROM CITY ATTORNEY - Florida law related specifically to the creation of community development districts (CDD) requires that the City hold one public hearing on the petition for the establishment of the CDD. The statute requires a specific form of notice for the hearing which must be published in the newspaper for four consecutive weeks. The Florida law related to the adoption of any ordinance adopted by a city requires, of course, two readings of the ordinance, both of which are public hearings. In this case, the second reading of the proposed ordinance establishing the CDD will be the "public hearing" for purposes of the CDD statute. This is the way the notice was published. Staff is requesting that the City Commission simply approve the ordinance on first reading without a presentation by the applicant. At second reading on November 20, the applicant will make its presentation and be entitled to its public hearing on the date that was published. The Commission will be provided with an ordinance adopting the CDD and a resolution rejecting the adoption of the CDD for the November 20 meeting. Approval of the ordinance on first reading in NO WAY binds the commission from denying the petition on second reading. Staff's concern is that if the commission were to vote no on first reading, we would not have second reading, would thusly not have the public hearing that has already been advertised in the newspaper, all of which creates a due process issue if the City Commission ultimately votes to deny the petition.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving Sense of Community, High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is minimal fiscal impact to the City related to this petition. There will be minimal annual recurring costs to the City related to the annual review of financial reports.

RECOMMENDATION:

It is recommended that the City Commission consider the petition as it relates to the adopted criteria.

BACKGROUND/DISCUSSION:

On July 6, 2020, the City Commission approved the Planned Development for Cresswind DeLand. The City Commission approved the Preliminary Plat for Phase 1 of the project on November 15, 2021, the Final Plat for Phase 1 on September 12, 2023 and the Preliminary Plat for Phases 2 & 3 on October 16, 2023. The developer, Cresswind DeLand, LLC, has submitted a petition to establish the Cresswind DeLand CDD to support the funding of the public infrastructure.

ORDINANCE NO. 2023-[__]

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA GRANTING THE PETITION OF KH CW DELAND, LLC, FOR THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING THE CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes*, as amended, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, KH CW DeLand, LLC ("**Petitioner**"), as the owner of one hundred percent (100%) of the real property within and consenting to be included in the proposed District (hereinafter defined), has filed a Petition to Establish Cresswind DeLand Community Development District ("**Petition**") with the City Commission of the City of DeLand, Florida ("**City Commission**") pursuant to Section 190.005(2)(e), *Florida Statutes*, to adopt an ordinance establishing the Cresswind DeLand Community Development District ("**District**") pursuant to Chapter 190, *Florida Statutes*, (also referred to herein as the "**Act**"); and

WHEREAS, a duly noticed public hearing has been conducted by the City Commission in accordance with the requirements and procedures of Sections 190.005(2)(b) and 190.005(2)(e), *Florida Statutes*, and any applicable requirements and procedures of the *City Charter* and *Code of Ordinances*, at which all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition; and

WHEREAS, the City Commission has considered the provisions of Resolution 2020-58 and specifically determined that the proposed district is consistent with the said Resolution; and

WHEREAS, the City Commission has determined that the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition, thereby providing a solution to the City of DeLand's ("**City**") management and financing needs for a delivery of capital infrastructure therein without overburdening the City and its taxpayers, based on the information provided in the Petition and/or the Act including, but not limited to, the following representations:

(a) That the District's stormwater system will tie into the City's stormwater system, consistent with applicable laws, regulations, and City design standards, and the District will pay all City stormwater fees; and

(b) That the City will provide water, sewer, reuse water, stormwater, and solid waste utility services to properties within the District; and

(c) That the City will retain construction permitting and inspection responsibilities regarding all improvements within the District's boundaries; and

(d) That all other powers and duties of the City exercised by the City throughout the corporate limits of the City shall be exercised within the District's boundaries unless otherwise specifically provided for herein; and

WHEREAS, the Commission finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan as set forth in Chapter 187, *Florida Statutes*, or the City's Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated development; and

WHEREAS, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

WHEREAS, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, pursuant to the information as stated above, the City Commission has decided to grant the Petition and upon the District's establishment, the City Commission finds that the District shall have those general and special powers authorized under the Act, as further set forth herein and in the required interlocal agreement to be entered into between the City and the District.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

(a) The City Commission hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance and the City staff report relating to this Ordinance.

(b) The City has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION 2. GRANTING OF PETITION; CREATION AND NAME OF DISTRICT.

(a) The Petition to Establish the Cresswind DeLand Community Development District over the real property described in Exhibit 2 of the Petition, which Petition is on file at the Office of the City Clerk of the City of DeLand, is hereby granted.

(b) There is hereby established a community development district situated entirely within the incorporated limits of the City, which District shall be known as the “Cresswind DeLand Community Development District.”

(c) The Cresswind DeLand Community Development District is created for the purposes set forth in Chapter 190, *Florida Statutes*, as amended.

SECTION 3. BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated herein by reference.

SECTION 4. INITIAL BOARD OF SUPERVISORS OF THE DISTRICT. The initial members of the Board of Supervisors of the District, all of whom are residents of the State of Florida (“**State**”) and citizens of the United States of America, shall be as follows:

Name: Mark Bines
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444

Name: Emily Vaughn
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444

Name: Brad Walker
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444

Name: Rob Fisher
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444

Name: Justin Allen
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444

SECTION 5. CHARTER AND POWERS OF THE DISTRICT.

(a) The powers and functions of the District are described in Chapter 190, *Florida Statutes*, as may be amended from time to time. The Charter of the District shall be as set forth in the Act, as created by general law.

(b) Based on the findings made, and actions taken herein, the City Commission hereby further consents to the District's exercise of special powers described in 190.012(2)(a) and 190.012(2)(d), *Florida Statutes*.

SECTION 6. BONDS ISSUED BY THE DISTRICT; EFFECT OF BONDS; NOT CITY PLEDGE.

(a) Bonds issued by the District shall be validated as provided for in the Act.

(b) No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation of the City.

(c) By enacting this Ordinance, the City shall not be deemed in any respect, under any theory of law whatsoever, to have pledged the ad valorem taxation powers of the City or any other taxing power of the City, directly or indirectly, for the benefit of the District.

SECTION 7. SAVINGS. The prior actions of the City relating to the planning and development matters and actions of the City, as well as any and all related matters, are hereby ratified and affirmed.

SECTION 8. CONFLICTS. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

SECTION 9. 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 10. NON-CODIFICATION; CORRECTION OF SCRIVENER'S ERRORS.

(a) The provisions of this Ordinance shall not become and be made a part of the *Code of Ordinances of the City of DeLand*.

(b) 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 that do not affect the substantial provisions of this Ordinance.

[SIGNATURE PAGE TO FOLLOW]

SECTION 11. EFFECTIVE DATE.

(a) This ordinance shall take effect immediately upon adoption.

(b) The effect of this Ordinance shall lapse if an interlocal agreement between the City and the District is not entered and recorded in the Official Records of Volusia County (Land Records) within 60 days of the enactment of this Ordinance.

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

**CITY COMMISSION OF THE CITY OF
DELAND**

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk – Auditor

Passed on first reading: _____, 2023.
Adopted on second reading: _____, 2023,

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

EXHIBIT A:
Legal Description of the
Cresswind DeLand Community Development District

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, ASSESSOR'S 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.

RESOLUTION NO. 2023-XXXX

RESOLUTION DENYING THE PETITION OF KH CW DELAND, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Chapter 190, *Florida Statutes*, as amended, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, KH CW DELAND, LLC, a Florida limited liability company, filed a petition on January 30, 2023, which Petition is on file at the Office of the City Clerk (the “Petition”), for the establishment of the Cresswind DeLand Community Development District (the “District”) and has paid the required fee to the City of DeLand, Florida; and

WHEREAS, a public hearing has been conducted by the City Commission of the City of DeLand on November 6, 2023, and November 20, 2023, in accordance with the requirements and procedures of Section 190.005, *Florida Statutes*, and any applicable requirements and procedures of the *City Charter* and *Code of Ordinances*; and

WHEREAS, the City Commission of the City of DeLand has, further, considered the provisions of City Resolution Number 20-58 and finds that the creation of the District does not meet the policy considerations of the City as set forth in said Resolution; and

WHEREAS, the City Commission of the City of DeLand has balanced the benefits deriving in the public interest of all of the citizens of the City with those that may inure to the District under the powers vested by controlling State law in the District; and

WHEREAS, the City Commission of the City of DeLand has determined that the establishment of the District is not in the best interest of the public health, safety and public welfare of the citizens of the City of DeLand.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the preamble to this Resolution and the City staff report relating to this Resolution.

(b). The provisions of this Resolution are adopted pursuant to the statutory and constitutional home rule powers of the City and other controlling law.

Section 2. Denial of Petition. The Petition to establish the Cresswind DeLand Community Development District over the real property described in the Petition is hereby denied.

Section 3. Severability. If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

**INTERLOCAL AGREEMENT
(FOR THE CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT)**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”), dated as of this ____ day of _____, 2023, is entered into by and between the City of DeLand, Florida (the “City”), a municipal corporation of the State of Florida and the Cresswind DeLand Community Development District (the “District”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*. The addresses of the parties are set forth below.

RECITALS:

WHEREAS, on November 6, 2023, and November 20, 2023, the City Commission enacted Ordinance Number 2023-____ (the “Ordinance”) establishing the Cresswind DeLand Community Development District (the “District”) subject to this Interlocal Agreement being entered by the parties within 60 days of the enactment of the Ordinance; and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance (the “Property”); and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to Chapter 190, *Florida Statutes*, and is limited to the performance of those specialized functions authorized by to Chapter 190, *Florida Statutes*, and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in Chapter 190, *Florida Statutes*, and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is presently authorized to construct, acquire, and maintain certain infrastructure improvements and services for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with Chapter 190, *Florida Statutes*, the City has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers described by Section 190.012(2)(a) and (d), *Florida Statutes*; and

WHEREAS, in order to effectuate the terms of the Ordinance, this Interlocal Agreement between the City and the District is entered into to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District’s boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, this Interlocal Agreement has been approved by the District Board; and

WHEREAS, it is in the mutual interest of the City and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “*Florida Interlocal Cooperation Act of 1969*”, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the City and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the City and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

ARTICLE I – INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the *Florida Interlocal Cooperation Act of 1969* and Chapter 190, *Florida Statutes*, and other applicable controlling provisions of law.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or officials of the City and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument. Further, by execution of this Interlocal Agreement, the District ratifies and affirms, as true and correct, all statements made in the Petition filed with the City seeking the establishment of the District.

Section 1.04. Definitions.

(a). The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

(1). “Dedicate” or any derivative use of the word that may be used shall mean conveyance of real property in order to vest title to real property in a manner satisfactory to the City Attorney.

(2). “District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

(3). “Capital Assessments” means and refers to the terms “Benefit Special Assessments” and “Special Assessments”, as set forth and described in Subsection 190.021(2), *Florida Statutes*, and Section 190.022, *Florida Statutes*, respectively, levied for the purpose of repaying bonded indebtedness (and related expenses) to finance District improvements as implemented in accordance with controlling law, and expressly excludes special assessments levied for the purpose of operation and maintenance.

(4). “Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate tax parcel identification number assigned by the Property Appraiser of Volusia County or Tax Collector of Volusia County.

(b). Additionally, the definitions of Section 334.03, *Florida Statutes*, and the definitions of the *DeLand City Code* shall be applicable in the interpretation of this Interlocal Agreement.

ARTICLE II - DISTRICT PUBLIC INFRASTRUCTURE AND FACILITY OBLIGATIONS

Section 2.01. District Public Infrastructure and Facility Obligations.

(a). Without the City releasing any obligation of any developer with regard to the Property within the District or the obligations of the District in any manner whatsoever and with the City retaining all powers and control as to all such developers under all development orders and permits, as well as any general law, the District shall ensure that all public infrastructure and facilities required in accordance with the Planned Development Agreement approved by the City on September 23, 2020 pursuant to Ordinance 2020-19 (the “Planned Development Agreement”) and which is permitted to be funded by the CDD pursuant to the Ordinance and this Interlocal Agreement, is funded and provided for when permitted by applicable law and as detailed in the Petition.

(b). Importantly, the District will help safeguard and protect the environmentally sensitive conservation, shoreline and stormwater system that is a critical part of the Planned Development Agreement. The District, as a governmental entity, will have property rights authorizing the District to preserve at its sole cost and expense the conservation areas, shoreline and stormwater system as public lands. In doing so, the District will provide a more secure funding entity (due to its ability to collect assessments on the tax roll), and a more transparent one (due to the requirements that the CDD publicly bid contracts, hold open meetings, and maintain public records). The District will also be empowered to promulgate and enforce rules to ensure that the conditions of the Planned Development Agreement are met with respect to these lands.

Improvement Plan. The following elements of infrastructure and facilities shall be provided by the District at its sole cost, or shall be caused by the District to be provided, without cost to the City: stormwater management improvements, conservation areas, sanitary sewer collection systems, water distribution systems, reclaimed water distribution systems, landscaping/hardscaping/irrigation, offsite improvements (e.g., offsite reclaim and other utility lines as well as median closures and turn lanes to the extent required for the development of the project), and all professional work product associated with these improvements. The District will construct and/or acquire all sanitary sewer collection systems, water distribution systems, and offsite reclaim systems and transfer those to the City for ownership and operation, and will additionally construct and/or acquire all offsite improvements and transfer those to the City or County as applicable for ownership and operation.

Environmental Considerations. The project shall be constructed and maintained in compliance with the required environmental considerations in Section J of the Planned Development Agreement including, but not limited to, compliance with City environmental standards as well as compliance with tree preservation, analysis, and mitigation. Among other things, the requirements include:

- All landscaping shall be installed and maintained in a manner consistent with Florida-Friendly planting principles,
- Reclaimed water shall only be used for irrigation in the area of the Planned Development located east of the western boundary of the powerline easement,
- Tree removal and replacement shall be done at the ratios identified in City Code Section 33-57, as amended. Further, removal of trees from the shore of Lake Winnemissett shall be addressed as set forth in Section R.2. of the Planned Development Agreement.
- Except as expressly allowed by the Planned Development Agreement, no commercial, residential, agricultural, industrial or other activity or development shall be undertaken or allowed on the shore of Lake Winnemissett.

Stormwater Drainage. Provision for stormwater retention shall be in accordance with Section L of the Planned Development Agreement. The District shall finance, own, operate and maintain the stormwater system.

Buffers. Among other improvements, the project will include a 50-foot natural buffer along all project boundaries and include enhanced landscape features with an extension pedestrian system leading to neighborhood parks and green spaces, common areas and amenities all within a short distance from the residences. The buffer improvements shall be maintained in accordance with Section J. of the Planned Development Agreement by the District.

Development Consistent with Planned Development. Without limiting the foregoing or any other legal obligation in any way, at a minimum, the project shall be constructed and maintained in compliance with, and adherence to, the standards of development set forth in the Planned Development Agreement, which provides, among other things, for extensive improvements and services for the benefit of the public.

(c). The District irrevocably agrees that the commitments made herein are not subject to the provisions of Section 70.45, *Florida Statutes*, relating to governmental exactions, or any

similar law or legal theory of a similar nature in any respect. Further, the District agrees that the City is not responsible for the construction or creation of public facilities or capacity in order to facilitate the development of the Property, except as otherwise agreed to or provided in the Planned Development Agreement. The District agrees to the granting of any and all utility easements to the City which the City deems necessary to serve the Property with public utilities and to provide for interconnectivity of amenities and facilities as may be determined to be in the public interest by the City. In addition to the above declarations relative to the dedication of easements to the City, the District agrees that the City has shown an essential nexus between a legitimate City interest and the conditions imposed herein. Further, the District agrees that the City has established that all proposed conditions are roughly proportional to the impacts of the development upon the public problems addressed herein based upon an individualized determination that the required dedication/commitment is related in both nature and extent to the impacts of the proposed development.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01. Enhanced Disclosure of District and Assessments.

(a). In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, *Florida Statutes*, the District hereby agrees to have executed and filed in the Official Records of Volusia County a “Notice of Lien,” (or similar notice) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of the Property of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens shall run with the land.

(b). The Notice of Lien referred to in Section 3.01(a) above supplements the following notices that shall also be placed on the Property in the Official Records of Volusia County: (i) the Notice of Establishment of the District, the (ii) Disclosure of Public Financing, and (iii) this Interlocal Agreement.

Section 3.02. Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Subsection 190.008(2)(a), *Florida Statutes*, the District hereby agrees to publish in a newspaper that meets the requirements of Section 189.015, *Florida Statutes*, once a year a notice of the District’s adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year (“District Meeting Schedule”), which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the City by mail to the addresses for notices set forth herein as well as posting the meeting schedule online on the District’s website as noted herein.

Section 3.03. District Website Information. The District shall establish a website and provide information as required by Subsection 189.015(1), and Sections 189.016 and 189.069, *Florida Statutes*, and any other pertinent controlling law.

Section 3.04. Notice of Annual Budget Hearing. In addition to the statutory notice requirement set forth in Subsection 190.008(2)(a), *Florida Statutes*, upon request by the Volusia County Property Appraiser (“Property Appraiser”) and/or Volusia County Tax Collector

(“Tax Collector”), the District hereby agrees to work in cooperation with the Property Appraiser and Tax Collector, as those offices may require, to have notice of the date, time and places of the annual budget hearing placed on the TRIM Notice sent to each landowner in the District. In the event of any increase to assessments, each affected landowner will get notice of the proposed increase and date, place and time of public hearing to consider such increase as provided under Florida Statute. The District shall also post budget information on its website, as noted in Section 3.03 above.

ARTICLE IV - NO ASSESSMENT OF CITY PROPERTY

Section 4.01. Exemption of City Property. The District shall not impose, levy, certify or otherwise seek to encumber or assess City owned property with regard to special assessments, non-ad valorem assessments, maintenance assessments or taxes, fees, or charges of any type or nature whatsoever. This exemption applies to property which is owned at the present time or becomes owned by the City at a later time and regardless of, or to, which use or uses the property is put.

ARTICLE V - CAPITAL ASSESSMENTS

Section 5.01. Imposition of Capital Assessments. The District may impose Capital Assessments upon Parcels located within the Property, as defined, for the purpose of repaying bonded indebtedness (and related expenses) to finance the improvements that are being made within the property by the District as implemented in accordance with controlling law.

Section 5.02. Budget. The City has received data and other evidence relative to the improvements to be made within the District’s Property as set forth herein and, to the extent that the City can reasonably determine based upon an analysis of the information received, but without any obligation to ensure that all data and evidence is true and correct or to certify such estimates as precisely accurate, has made a good faith conclusion that the financial needs and estimated budgetary plans of the District are reasonable.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party’s name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the City:

Michael Pleus, ICMA-CM
City Manager
City Hall
120 South Florida Avenue
DeLand, Florida 32720

With a copy to:

Darren J. Elkind, Esquire
City Attorney
142 East New York Avenue
DeLand, Florida 32724

If to the District:

District Manager
Breeze Connected, LLC
2161 East County Road 540A #225
Lakeland, Florida 33813

With Copy to:
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

Section 6.02. Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

Section 6.03. Filing. The City Commission and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Volusia County, Florida, in accordance with the requirements of Subsection 163.01(11), *Florida Statutes*.

Section 6.04. Applicable Law and Venue/Public Records.

(a). This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida.

(b). In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Volusia County, Florida. In the event of a dispute arising between the parties, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies. The District agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the City had knowledge and failed to present during the alternative dispute resolution procedures. In the event that the City's procedures are exhausted, and a suit is filed, or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through mediation. Mediator selection and the procedures to be employed in mediation shall be mutually acceptable to the parties. Costs of mediation shall be shared equally among the parties.

(c). The parties agree to comply with the law of the State of Florida relating to public records.

(d). **IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JULIE A. HENNESSY, MMC, CITY CLERK - AUDITOR, MMC, (386-626-7132, HENNESSY@DELAND.ORG, CITY HALL, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720).**

Section 6.05. Entire Agreement; Integration; Amendments and Waivers; Implied Amendments.

(a). This instrument and its exhibits constitute the entire integrated agreement by and between the parties and supersedes any and all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Interlocal Agreement.

(b). All prior discussions and negotiations by and between the parties are integrated into this Interlocal Agreement.

(c). Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment arising out of a document of equal dignity herewith.

(d). If material changes in Chapters 189 and 190, *Florida Statutes*, or any other controlling Florida Law are deemed by a party to automatically amend this Interlocal Agreement; then, in that event, if a party believes that such is the case, then that party shall, within 5 days, notify the other party of such belief and the rights of the parties to dispute such matter are preserved.

Section 6.06. Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with any applicable additional notice requirement set forth in Section 3.03 hereof prior to its annual operations and maintenance budget being effective. The City's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 6.07. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its recording with the Clerk of the Circuit Court of Volusia County, Florida to become a part of the title history of properties in the District. This Interlocal Agreement shall also be recorded in the public records of the City.

Section 6.08. Third Party Beneficiaries. Neither this Interlocal Agreement, or any part or provision thereof, this Interlocal Agreement, creates any rights in any third party or any relationship with any third party and this Interlocal Agreement is meant and intended to be solely for the benefit of the District and the City although the City has undertaken efforts to benefit the general public as a whole in taking the actions set forth herein.

Section 6.09. Construction. This Interlocal Agreement arises out of bona fide and good faith arms-length negotiations by and between the parties and, regardless of which party drafted this Interlocal Agreement, or any part or provision thereof, no part or provision of this Interlocal Agreement, nor the Interlocal Agreement as a whole, shall be construed or interpreted against a party for being the drafted of this Interlocal Agreement or any part or provision of this Interlocal Agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

**CRESSWIND DELAND COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chair – Board of Supervisors

ATTEST:

Name: _____
Title: Secretary

APPROVED AS TO FORM AND LEGALITY:

Jere Earlywine, District Counsel

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ and _____, as Chair of the Board of Supervisors and Secretary, respectively, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____. Sworn and subscribed before me, by said persons by means of ☐ physical presence or ☐ online notarization on the ____ day of _____, 2023, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

(Affix Notary Seal)

Notary Public: State of Florida
Print Name: _____

[ADDITIONAL SIGNATURE PAGE IMMEDIATELY FOLLOWS]

CITY OF DELAND

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ and _____, as Mayor and City Manager of the City of DeLand, respectively, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____. Sworn and subscribed before me, by said persons by means of ☐ physical presence or ☐ online notarization on the ____ day of _____, 2023, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

(Affix Notary Seal)

Notary Public: State of Florida
Print Name: _____

RESOLUTION NO. 2020 - 58

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
ESTABLISHING POLICIES PERTAINING TO THE CONSIDERATIONS
RELATING TO THE POTENTIAL CREATION OF COMMUNITY
DEVELOPMENT DISTRICTS; AND PROVIDING FOR IMPLEMENTING
ADMINISTRATIVE ACTIONS, A SAVINGS PROVISION, CONFLICTS,
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Chapter 190, *Florida Statutes*, was enacted in 1980 and pertains to community development districts (CDDs) which are classified under the structure of Florida governmental as independent special districts; and

WHEREAS, Section 189.012, *Florida Statutes*, defines an independent special district to mean a special district that:

- (1) Is not identical to that of the governing body of a single county or a single municipality.
- (2) In which all members of its governing body are not appointed by the governing body of a single county or a single municipality.
- (3) During their unexpired terms, members of the special district's governing body are not subject to removal at will by the governing body of a single county or a single municipality.
- (4) The district's budget that requires approval through an affirmative vote or cannot be vetoed by the governing body of a single county or a single municipality.

; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, CDDs are classified under the structure of Florida governmental as independent special districts; and

WHEREAS, when enacting Chapter 190, *Florida Statutes*, the Florida Legislature, while authorizing the creation and operation of CDDs in accordance with an array of requirements, made the following findings relative to CDDs in Section 190.002, *Florida Statutes*, that:

- (1) There is a need for uniform, focused, and fair procedures in State law to provide a reasonable alternative for the establishment, power, operation and duration of independent districts to manage and finance basic community development services.
- (2) That, based upon a proper and fair determination of applicable facts, the creation of an independent district can constitute a timely, efficient,

effective, responsive and economic way to deliver basic services to the public.

(3) That CDDs are a method of providing 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.

(4) That it is in the public interest that any independent special district created not outlive its usefulness and that the operation of such a district and the exercise by the district of its powers be consistent with applicable due process, disclosure, accountability, ethics, and government-in-the-sunshine requirements which apply both to governmental entities and to their elected and appointed officials.

(5) That it is in the public interest that long-range planning, management, and financing and long-term maintenance, upkeep and operation of basic services for CDDs be under one coordinated entity.

(6) That it is in the policy of the State that the needless and indiscriminate proliferation, duplication, and fragmentation of local general-purpose government services by independent special districts is not in the public interest.

(7) That independent special districts are a legitimate alternative method available for use by the private and public sectors, as authorized by State law, to manage and finance basic services for community developments.

(8) That the exercise by any independent special district of its powers shall comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the independent special district, to ensure that neither the establishment nor operation of an independent special district results in the vesting of any zoning or permitting powers governing development.

(9) 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.

(10) That no debt or obligation of a district constitute a burden on any local general-purpose government without its consent.

; and

WHEREAS, it is generally asserted that CDDs provide a key advantage for developers in that they do not incur the burden of funding infrastructure upfront while providing a major benefit to home buyers who enjoy lower initial property prices resulting from deferred infrastructure costs, while property values rise; and

WHEREAS, it is also asserted that CDDs allow residents, rather than developers, to retain control over the services, facilities, and overall direction of their community as a CDD while having immediate access to maintenance, rather than going through a general purpose local thereby providing high levels of public facilities and services managed and financed through self-imposed fees and assessments under the direction of a board of supervisors which is able to determine the type, quality and expense of CDD facilities and services; and

WHEREAS, it is also asserted that CDDs provide other savings as a result of CDDs being subject to the same laws and regulations that apply to other government entities in that CDDs are able to borrow money to finance its facilities at lower, tax-exempt, interest rates which are the same available to cities and counties; and

WHEREAS, Section 190.005, *Florida Statutes*, relating to the establishment of CDDs provides for the process and considerations of the City Commission when considering whether to approve a CDD which is located within the City Limits of the City of DeLand; and

WHEREAS, the City Commission of the City of DeLand takes very seriously the decision as to whether or not to approve a CDD in view of the public concerns and issues relating to the creation of such an independent special district; and

WHEREAS, although there have been about 600 CDDs created in the State of Florida, the City Commission of the City of DeLand that any approval of the creation of a CDD within the City Limits of the City of DeLand be in the best interest of the public health, safety and public welfare of the citizens of the City of DeLand; and

WHEREAS, the City Commission of the City of DeLand is cognizant of the July 2014 report published by the LeRoy Collins Institute which found, among other things, that:

- (1) About 40% of the 575 Florida CDDs evaluated at that time were experiencing some degree of financial or fiscal distress.
- (2) Financial declines of CDDs appear to be more severe compared to other types of special districts.
- (3) The difficulties of many CDDs may flow from the 2008 decline of the real estate market, although some were experiencing problems prior to that decline.
- (4) CDDs established between 2003 and 2007 were most likely to be in financial distress.
- (5) CDD foreclosures and developer defaults appear to represent uncharted territory for Florida courts, as seen by contradictory treatment in recent cases, which may complicate efforts to improve this system of local government.
- (6) There is a lack of uniformity among State officials and agencies regarding the definition of financial distress, and its implications.

(7) Seven different arms of the state possess some role of oversight or monitoring over CDDs, but no single agency has meaningful authority to respond.

(8) Legislative retooling for CDDs does not appear to be a high priority for elected officials, but should be on the radar of Floridians because there could be tax, assessment, infrastructure, and service implications of any legislation.

(9) Current accountability issues mirror the findings of 1995 Office of Program Policy Analysis and Government Accountability (OPPAGA) review.

; and

WHEREAS, the City Commission of the City of DeLand finds that the adoption of this Resolution and the policies set forth herein are in the best interest of the public health, safety and public welfare of the citizens of DeLand at large and is consistent with the City of DeLand's *Comprehensive Plan* and *Code of Ordinances*.

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the preamble to this Resolution.

(b) The provisions of this Resolution are adopted pursuant to the statutory and constitutional home rule powers of the City and other controlling law.

(c) The City has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.

Section 2. Considerations Relating to Approvals of Community Development Districts.

(a) The City of DeLand hereby adopts the following policies relating to the matters which should be considered when making a determination under the provisions of Section 190.005, *Florida Statutes*, relating to the establishment of CDDs:

(1) All matters required to be considered by controlling State law as follows:

(i) Whether all statements contained within the petition for approval of the CDD have been found to be true and correct.

(ii) Whether the establishment of the CDD is inconsistent with any applicable element or portion of the *State Comprehensive Plan*, as set forth in Chapter 187, *Florida Statutes*, and the City's *Comprehensive Plan*.

(iii) Whether the area of land within the proposed CDD is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

(iv) Whether the CDD is the best alternative available for delivering community development services and facilities to the area that would be served by the CDD.

(v) Whether the community development services and facilities of the proposed CDD will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

(vi) Whether the area that is proposed to be served by the CDD is amenable to separate special-district government.

(2) Whether creation of the CDD will enhance the tax base of the City of DeLand.

(3) Whether creation of the CDD will provide for public infrastructure or public services which are in excess of those that would be attained within the normative development process of the City of DeLand. The City Commission directs that the following elements be specifically considered:

- Roadway enhancements which benefit traffic circulation in the City and / or surrounding areas and not just the project.
- Enhanced landscaping along project roadways and boundaries.
- Parks with amenities / facilities.
- Land and / or facilities for public services such as fire stations, schools, etc.
- Use of stormwater harvesting and the promotion of water conservation which reduce the demands on the City's reclaimed water facilities.
- Maintenance by the CDD of all right-of-way infrastructure and landscaping (excluding utilities).

(4) Whether benefits inure to the City resulting from the redevelopment of property

(5) Whether the developer has proposed an interlocal agreement with the City that requires the CDD to provide enhanced procedures that benefit the citizens of the City and enhance the ability of the City to monitor and assist in accountability of the CDD and its operations.

(6) Whether the developer has proposed an interlocal agreement with the City that assures the City of development standards and conditions that benefit the citizens of the City.

(b) The City Commission may consider such other matters as may arise in the context of reviewing the petition requesting action by the City Commission as may concern the public interest and the public health, safety and welfare.

Section 3. Implementing Administrative Actions. The City Manager, or designee(s), is/are hereby authorized and directed to implement the provisions of this Resolution by the promulgation of rules as may be deemed necessary or appropriate.

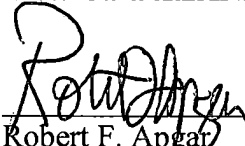
Section 4. Conflicts. All resolutions or parts of resolutions and other actions of the City Commission in conflict with this Resolution are hereby repealed.

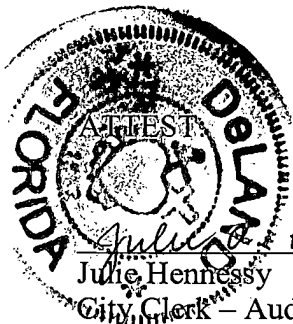
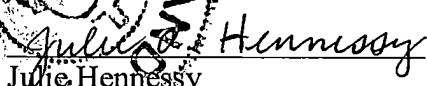
Section 5. Severability. If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

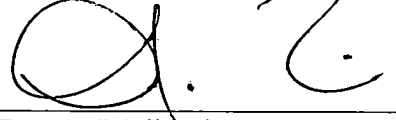
PASSED AND DULY ADOPTED this 20th day of July, 2020.

**CITY COMMISSION OF THE
CITY OF DELAND**

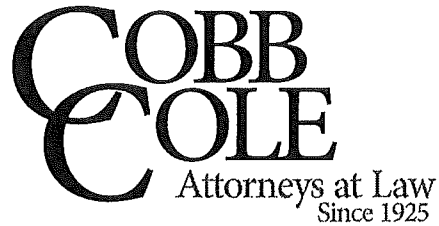

Robert F. Apgar
Mayor – Commissioner


ATTEST

Julie Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:


Darren J. Elkind
City Attorney

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznajstajler
Matthew S. Welch
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Sara E. Glover
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Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III



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RETIRED
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William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

January 30, 2023

VIA HAND DELIVERY

Mike Holmes, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

Re: Cresswind DeLand Community Development District
Applicant: KH CW DELAND, LLC

Dear Mike,

Our firm has the pleasure of representing the applicant referenced above. Enclosed is a Petition to Request the Establishment of the Cresswind DeLand Community Development District. As part of this submittal, I have included the following:

- Petition by KH CW DELAND, LLC to establish a Community Development District;
- Check #00126708 for CDD application fee of \$7,500.00; and
- CD with all Supplemental materials.

We look forward to working with you on this and discussing this application in more details. If you have any questions, please do not hesitate to contact me.

Sincerely,

Mark A. Watts

Mark A. Watts, Esq. (ls)
Mark.Watts@cobbcole.com

MAW:lf
Enclosures

CITDEL2 City of Deland
120 S Florida Avenue
DELAND, FL 32720

Kolter Payments LLC
Check Number 00126708
Check Date Jan 11, 2023

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
0146 KH CW Deland LLC						
01/04/23	CR010423 CITDEL2	CWD,0	7,500.00	0.00	0.00	7,500.00
Total Remittance			7,500.00	0.00	.00	7,500.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Kolter Payments LLC

105 NE 1st STREET
DELRAY BEACH, FL 33444

Wells Fargo Bank, N.A.
225 Water Street
JACKSONVILLE, FL 32202

11-24/1210

Date
Jan 11, 2023

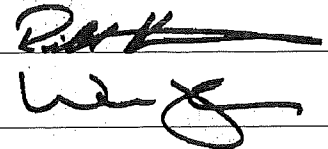
Check Number
00126708

Pay *Seven Thousand Five Hundred Dollars 00 Cents*

Amount
\$7,500.00

To
The
Order
Of
CITY OF DELAND
120 S Florida Avenue
DELAND, FL 32720

Kolter Payments LLC



SECURITY FEATURES INCLUDE MICROPRINTING • MULTI-COLORED BACKGROUND • VOID FANTOGRAPH • ENDORSEMENT BACKER

⑈00126708⑈ ⑆121000248⑆ 4199969189⑈

**PETITION BY
KH CW DELAND, LLC
TO
THE CITY COMMISSION OF THE
CITY OF DELAND,
FLORIDA**

**REQUESTING THE ESTABLISHMENT OF THE
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**

KH CW DELAND, LLC, (the "Petitioner") hereby petitions the CITY COMMISSION OF DELAND, FLORIDA (the "City"), pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to adopt an ordinance establishing the CRESSWIND DELAND Community Development District (hereinafter "CDD" or "District") with respect to land described herein. In support thereof, the Petitioner submits:

1. Petitioner. KH CW DELAND, LLC. has its principal place of business at 105 Northeast 1st Street, Delray Beach, Florida 33444.

2. Location and Size. The property to be included within the District is located entirely within the incorporated limits of the City of DeLand, Florida and is depicted on the general location map attached to and incorporated with this Petition as **Exhibit 1**. The site is generally located east of Lake Winnemissett; south of Daytona Park Estates; and north of the old alignment of E. SR-4. The proposed District covers approximately 318.4 +/- acres of land. The metes and bounds description of the external boundaries of the District is attached to and incorporated with this Petition as **Exhibit 2**. There is no real property within the proposed external boundaries of the District that is excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the boundaries of the District. The written consent is attached to and incorporated with this Petition as **Exhibit 3**.

4. Name. The name of the proposed District will be Cresswind DeLand Community Development District.

5. Initial Board Members. The names and addresses of those designated to be the five (5) initial members of the Board of Supervisors of the District, all of whom are residents of the State of Florida and citizens of the United States, are as follows:

1. Name: Mark Bines
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444
Relationship to Petitioner: Affiliate of Petitioner

2. Name: Emily Vaughn
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444
Relationship to Petitioner: Affiliate of Petitioner
3. Name: Brad Walker
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444
Relationship to Petitioner: Affiliate of Petitioner
4. Name: Rob Fisher
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444
Relationship to Petitioner: Affiliate of Petitioner
5. Name: Justin Allen
Address: 105 Northeast 1st Street, Delray Beach, Florida 33444
Relationship to Petitioner: Affiliate of Petitioner

6. Major Water and Wastewater Facilities. A map of the lands within the proposed District showing the existing major trunk water mains, sewer interceptors and the major outfall canals and drainage basins is attached to and incorporated with this Petition as **Exhibit 4**.

7. District Facilities and Services. The District presently expects to finance, construct, install and maintain improvements of the District's facilities to benefit the lands within the District. Attached to and incorporated with this Petition, **Exhibit 5** describes the type of facilities and the estimated costs. This is a good faith estimate. Actual construction timetables and expenditures may vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing Zoning and Future Land Use. The existing zoning for lands within the proposed District and the proposed future general distribution, location, and extent of the public and private land uses within and surrounding the District, as designated on the current City of DeLand Future Land Use Map are attached hereto and incorporated with this Petition as **Exhibit 6**.

9. Statement of Estimated Regulatory Costs. A Statement of Estimated Regulatory Costs (hereinafter "SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes, is attached to and incorporated with this Petition as **Exhibit 7**.

10. Authorized Agent. The Petitioner is authorized to do business in Florida. The authorized agent for the Petitioner is Mark A. Watts, Esq., Cobb Cole, whose address is 231 N. Woodland Blvd., DeLand, FL 32720. A signed Authorization of Agent is attached as **Exhibit 8**. Copies of all correspondence and official notices should be sent to the address in the previous sentence.

11. Powers Requested. The District is seeking and hereby requests the right to exercise all powers provided for in Section 190.011, Florida Statutes, including the power of eminent domain as outlined in Section 190.011 (11), Florida Statutes, and all special powers outlined in

Section 190.012, Florida Statutes. The full text of the powers requested herein is set forth in **Addendum No. 1** attached hereto.

12. Justification Statement. The property within the District is amenable to operating as an independent special district for the following reasons:

- a. All statements contained in this Petition are true and correct.
- b. The District and all land uses and services planned therein are not inconsistent with applicable elements or portions of the effective City of DeLand Comprehensive Land use Plan, as amended, or any applicable elements of the state comprehensive plan.
- c. The area of land within the proposed District is part of a unified plan of development approved by the City of DeLand, Florida. The land to be included in the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated development.
- d. The proposed District will be the best alternative available for delivering community development services to the area to be served because (i) the District provides a mechanism for delivering those services and facilities in a manner that does not financially impact persons residing outside the District and (ii) the District provides a responsible perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future.
- e. The District's community development services and facilities will be compatible with the capacity and use of existing local and regional community development services and facilities, as is evidenced by the City of DeLand Comprehensive Plan, will allow for a more efficient use of resources, and will provide a perpetual entity capable of making provisions for the operation and maintenance of the District services and facilities.
- f. For the foregoing reasons, the area to be served by the proposed District is amenable to separate special district government.
- g. The proposed District will provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 318.4 +/- acres anticipated to be within the District will promote local economic activity by spurring residential development which will increase the City of DeLand's tax base as well as increase potential local private sector investment likely to result in local private sector employment and/or local job creation.
- h. The proposed District will provide for the construction of infrastructure and facilities. In addition, the project will include a 50-foot natural buffer along all project boundaries, enhanced entry landscape features with an extensive pedestrian system leading to neighborhood parks and green spaces, common areas, and amenities all within a short distance from the residences.

i. The property encompassing the proposed District is currently a vacant, underutilized and undeveloped piece of land within the City of DeLand. Redevelopment of the property will increase ad valorem taxes for the City of DeLand, promote economic development and investment within the area, and provide for much needed infrastructure for the City.

j. The developer of the property within the District is willing to negotiate an interlocal agreement with the City of DeLand to assist the City of DeLand in its interactions and involvement with the operations of the District.

k. The developer of the property within the District is willing to negotiate an interlocal agreement with the City of DeLand to assure the City of certain development standards and conditions that will benefit the City and its citizens. In addition, the Planned Development Agreement, approved by the City of DeLand City Commission on September 23, 2020, already provides for elevated designs, street scaping, on-street parking, unified and connected parks and green spaces for the citizens of DeLand to enjoy.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of DeLand to:

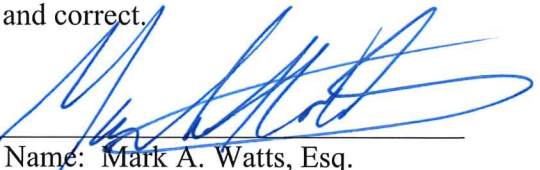
1. Direct that a local public hearing be held as required by Section 190.005(2)(b), Florida Statutes; to consider the establishment of the CRESSWIND DELAND Community Development District; and

2. Grant the Petition for Establishment and adopt an Ordinance pursuant to Chapter 190, Florida Statutes; establishing the CRESSWIND DELAND Community Development District; and

3. Consent to the District's exercise of its statutory powers requested herein, as those powers are set forth in Chapter 190, Florida Statutes.

RESPECTFULLY SUBMITTED, this 27th day of January, 2023.

I, Mark A. Watts, Esq. of Cobb Cole, hereby certify, under oath, that I am duly authorized to file this Petition on behalf of the Petitioner. I, Mark A. Watts, Esq. further certify, under oath, that all information contained within this Petition is true and correct.

By: 

Name: Mark A. Watts, Esq.

Title: Agent

PETITION LIST OF EXHIBITS

Exhibit “1”

General Location of District

Exhibit “2”

Metes and Bounds Legal Description

Exhibit “3”

Written Consent of 100% of District Landowners
To Establish of District

Exhibit “4”

Existing Water Main, Sewer Interceptors and Outfalls

Exhibit “5”

Proposed Timetables for Construction of District Services
and Estimated Cost of Constructing the Proposed Services

Exhibit “6”

Zoning and Future Land Use Map

Exhibit “7”

Statement of Estimated Regulatory Costs

Exhibit “8”

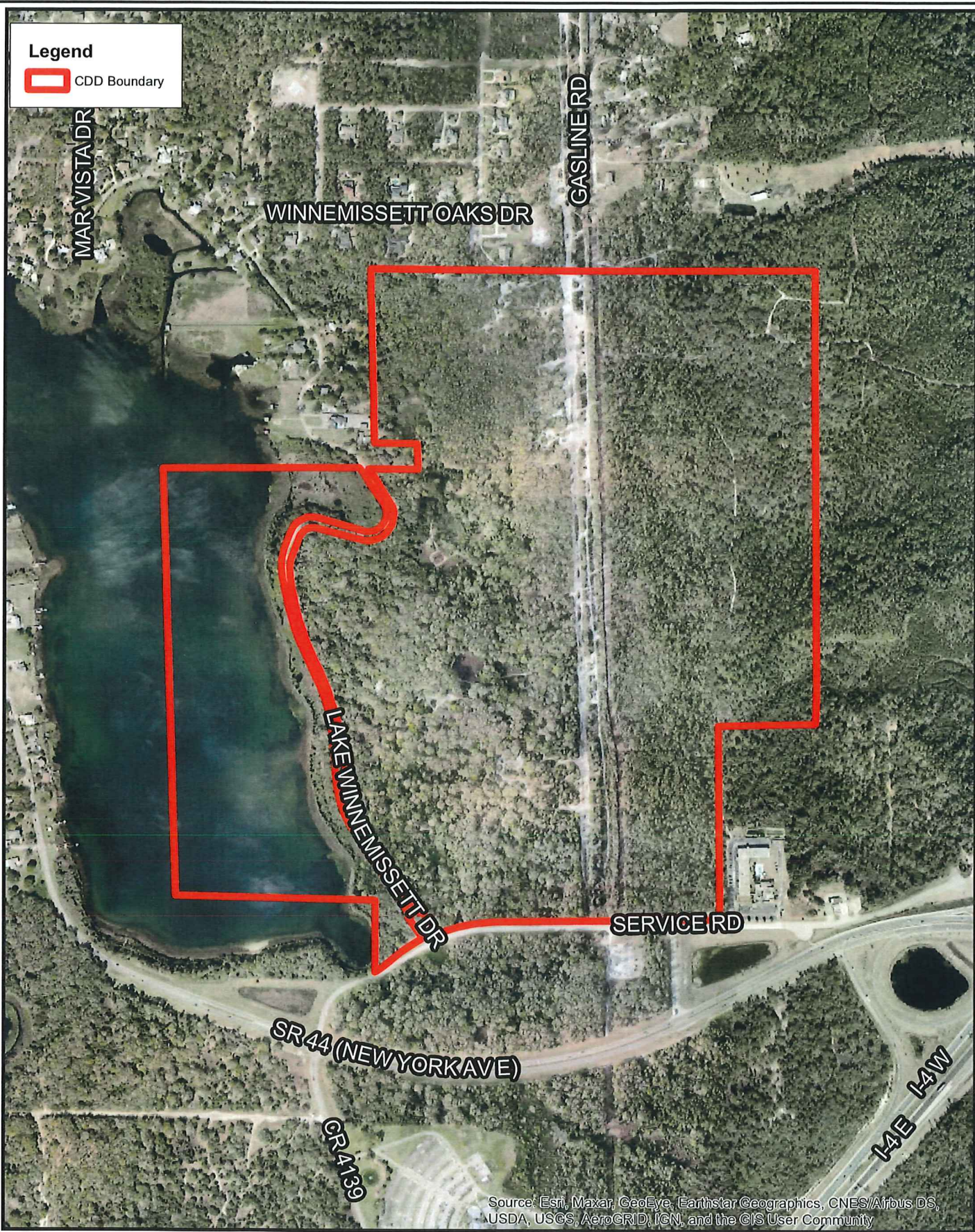
Authorization of Agent

Attachment No. 1

Florida Statutes Section 190.011 and 190.012(1)

EXHIBIT 1

**GENERAL LOCATION OF THE PROPOSED
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**



Cresswind DeLand Community Development District
Aerial
City of DeLand, FL

0 405 810 Feet
N
Source: Heidt Design, City of DeLand, Volusia County
Copyright © 2021
This map was acquired from various sources including but not limited to state, county, and local governments. Heidt Design does not warrant data provided by other sources for accuracy or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a title search, property appraisal, or other.

HEIDT
DESIGN
(813) 253-5311

EXHIBIT 2

**METES AND BOUNDS LEGAL DESCRIPTION OF THE
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**

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 3

**WRITTEN CONSENT OF 100% OF THE REAL PROPERTY OWNERS WITHIN THE
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**

CONSENT AND JOINDER
TO PETITION TO ESTABLISH THE
CRESSWIND DELAND
COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, KH CW DELAND, LLC, a Florida limited liability company, is the owner of certain lands located in Volusia County, Florida, and more fully described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN

The above-described land is hereinafter referred to as the “Property”.

The undersigned understands and acknowledges that KH CW DELAND, LLC (“Petitioner”), intends to submit an application to City of DeLand to establish the CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT (the “District”) in accordance with the provisions of Chapter 190 of the Florida Statutes.

The undersigned is the owner of the lands located within the proposed District and described in Exhibit “A” attached hereto, and the undersigned understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the District of one-hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the inclusion of its Property into the Cresswind DeLand Community Development District, which will include the Property within the lands to be a part of the District, and agrees to further execute any other documentation necessary or convenient to evidence this consent and joinder.

The undersigned hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned’s heirs, personal representatives, administrators, successors-in-title and assigns and shall remain in full force and effect three (3) years from the date hereof.

**SIGNATURE PAGE FOR CONSENT AND JOINDER
TO PETITION TO ESTABLISH THE CRESSWIND DELAND
COMMUNITY DEVELOPMENT DISTRICT**

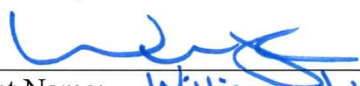
Executed this 25 day of January, 2023.

By: KH CW DELAND, LLC
A Florida Limited Liability Company

By: The Kolter Group, LLC, a Florida limited
liability company

Its Manager

By:


Print Name: William Johnson
Title: Manager

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of January, 2023 by William Johnson and _____ of The Kolter Group, LLC as Manager of KH CW DELAND, LLC. Said person(s) are X personally known to me or _____ have produced a valid driver's license as identification.

[SEAL]




Notary Public, State of Florida
Print Name: Allison Babiak
My Commission Expires: 7/22/25
My Commission No.: HH 156826

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A
CRESSWIND – DELAND LEGAL DESCRIPTION (PER TITLE COMMITMENT)

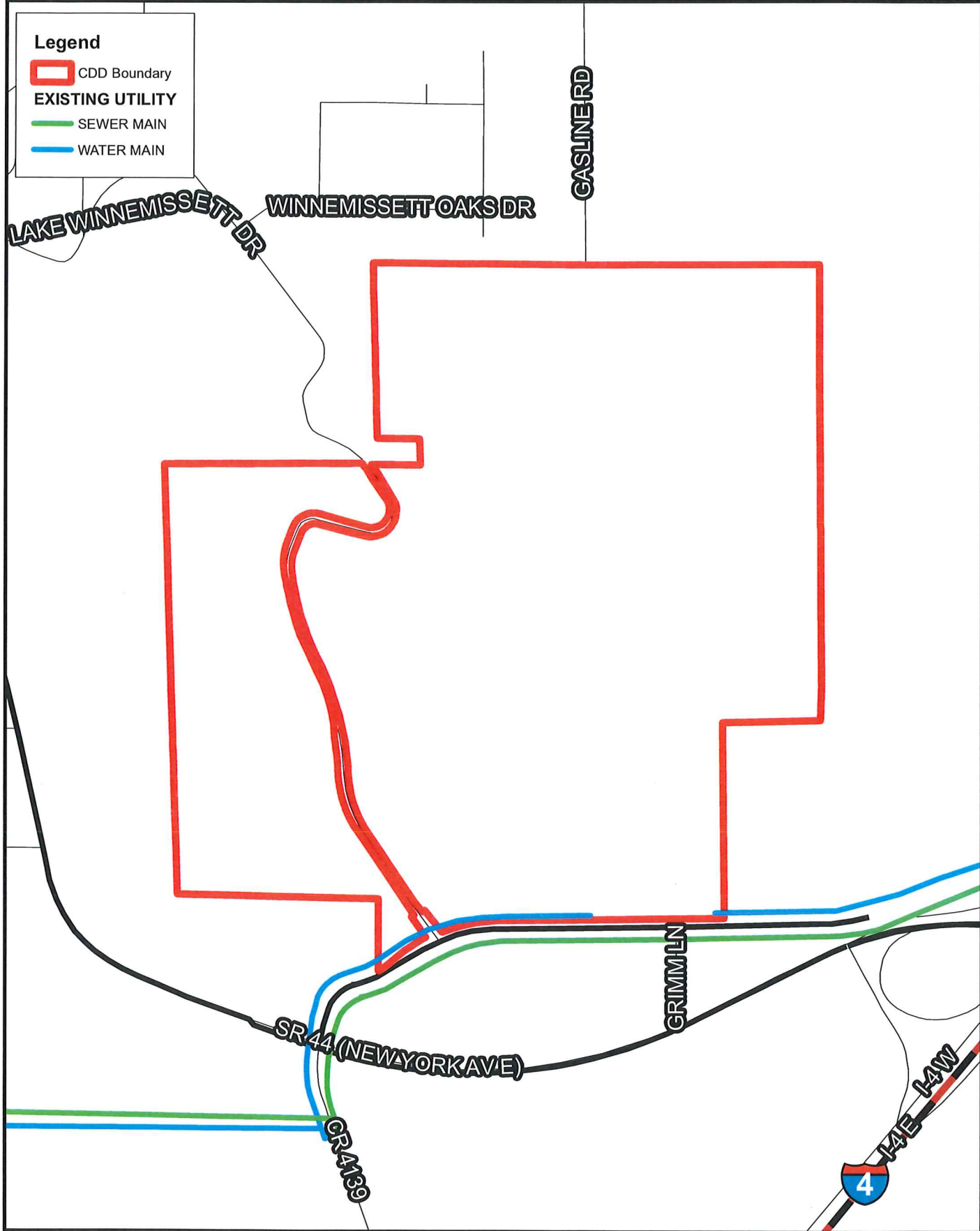
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LESS AND EXCEPT ANY PORTION THAT LIES WITHIN LAKE WINNEMISSETT DRIVE. SAID PROPERTY CONTAINING +/- 318.4 ACRES.

EXHIBIT 4

**MAP OF THE CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT
SHOWING EXISTING MAJOR TRUNK
WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS**



Cresswind DeLand Community Development District

Existing Utility Lines

City of DeLand, FL

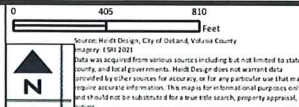


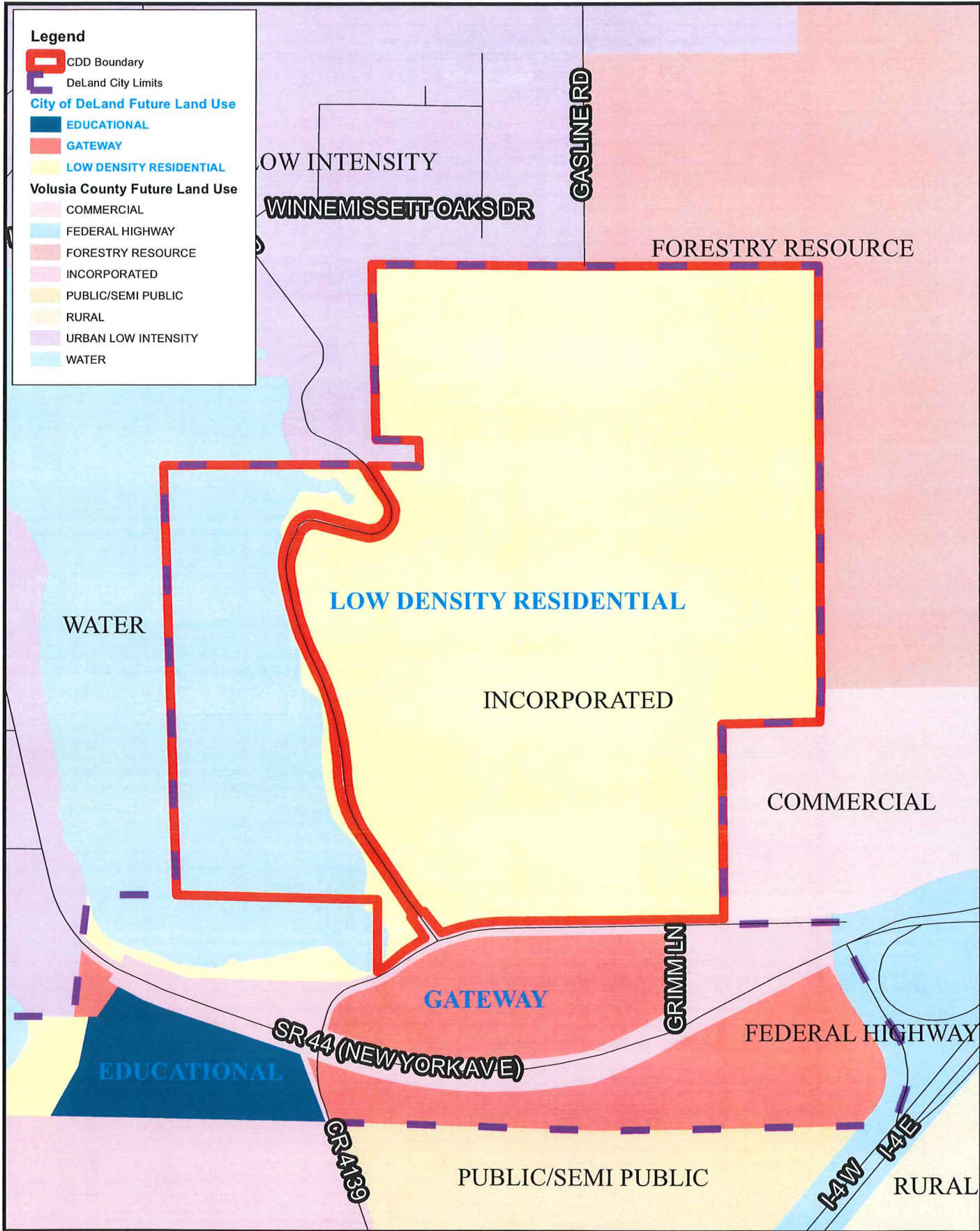
EXHIBIT 5

**COST ESTIMATES AND TIMETABLE FOR CONSTRUCTION OF
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT
SERVICES AND FACILITIES**

Cresswind DeLand Community Development District Estimated Capital Improvement Costs	
Description	District Estimated Cost
Offsite Improvements	\$ 1,966,000.00
Stormwater Management System	\$ 4,679,500.00
Sanitary Sewer Collection System	\$ 4,058,800.00
Water Distribution System	\$ 2,859,900.00
Reclaimed Water Distribution System	\$ 775,600.00
Landscaping, Hardscape and Irrigation	\$ 640,000.00
Professional Services (15%)	\$ 2,246,970.00
Contingency (10%)	\$ 1,722,677.00
Total	\$ 18,949,447.00

EXHIBIT 6

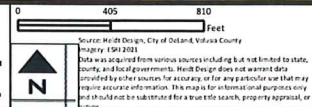
**FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT OF
PUBLIC AND PRIVATE USES WITHIN THE CRESSWIND DELAND
COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE
CITY OF DELAND ZONING AND FUTURE LAND USE MAPS**

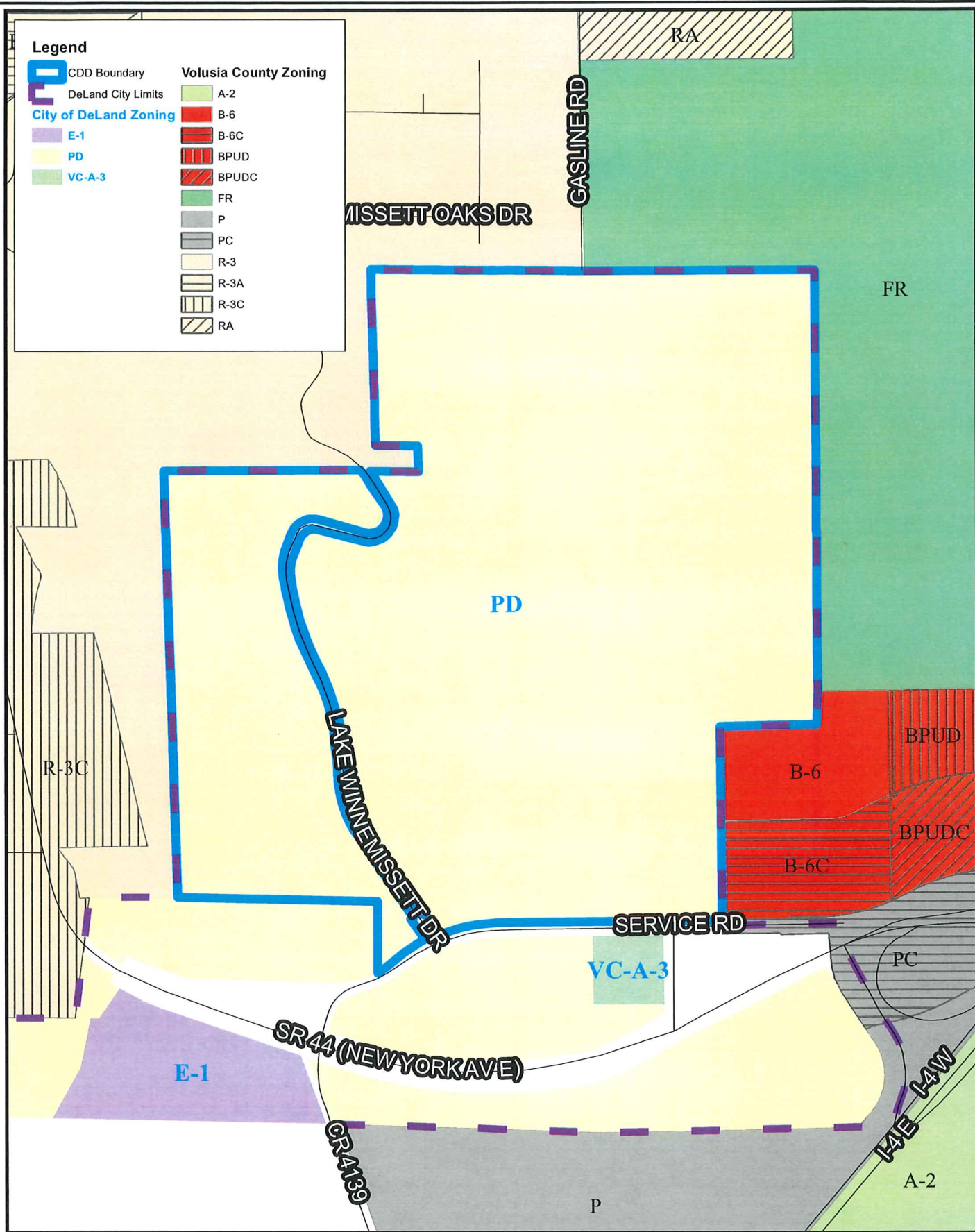


Cresswind DeLand Community Development District

Future Land Use

City of DeLand, FL





Legend

CDD Boundary

DeLand City Limits

City of DeLand Zoning

E-1

PD

VC-A-3

Volusia County Zoning

A-2

B-6

B-6C

BPUD

BPUDC

FR

P

PC

R-3

R-3A

R-3C

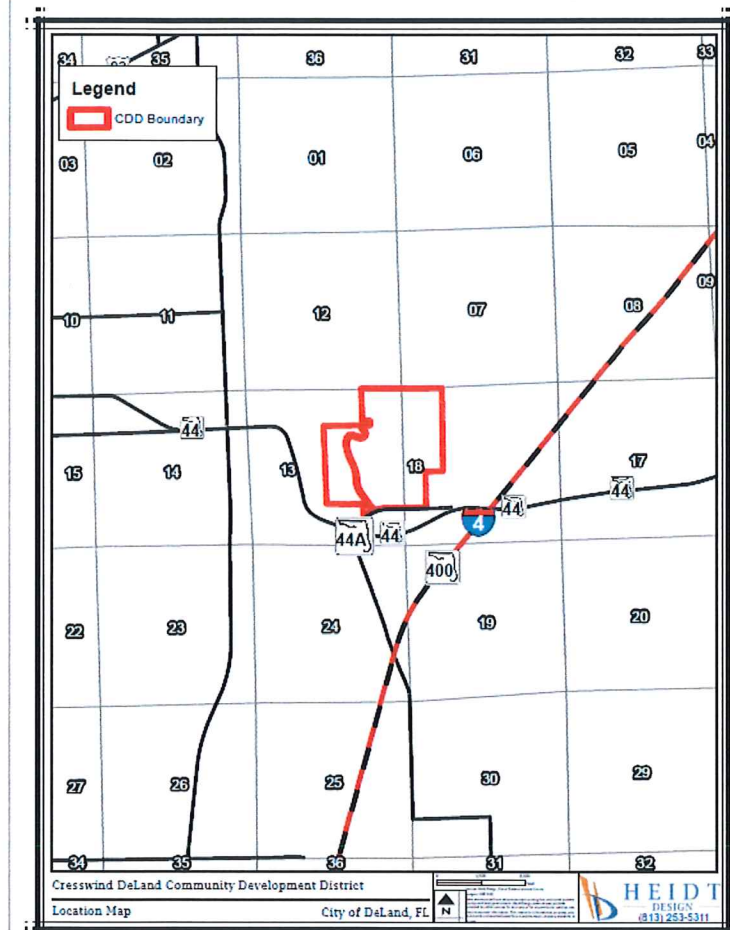
RA

EXHIBIT 7

**STATEMENT OF ESTIMATED REGULATORY COSTS FOR THE
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**

Statement of Estimated Regulatory Costs

**For Establishment of the
Cresswind DeLand Community Development District**



December 28, 2022

Prepared by
Breeze
1540 International Parkway, Suite 2000
Lake Mary, Florida 32746

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A. EXECUTIVE SUMMARY

The Petitioner, KH CW DELAND, LLC (the "Petitioner"), seeks to establish a community development district to be known as Cresswind DeLand Community Development District (the "**District**"). This Statement of Estimated Regulatory Costs (the "**SERC**") is a component of the petition filed with the City Commission of the City of DeLand, Florida (the "**City**"), to establish the District in accordance with Chapter 190.005, Florida Statutes, and designating the land area for which the District would manage and finance the delivery of basic public services.

With respect to this establishment, this document determines that there are no adverse impacts on state and local revenues, and on small businesses, and there are no additional administrative costs and transactional costs associated with the establishment. Any one-time transactional or administrative expenses associated with this action will be covered by one-time fees paid by the Petitioner.

The establishment of the District will not create any significant economic costs overall for the State of Florida nor for the City. The proposed action of the District may facilitate private development and may result in positive fiscal impacts in the long run.

B. PURPOSE AND SCOPE

This SERC has been prepared as a component of the petition filed with the City to establish the boundaries of the District in accordance with Chapter 190.005, Florida Statutes, and to provide for the best alternative to deliver community development services and facilities to the proposed community.

Specifically, Section 190.005(1)(a)8, Florida Statutes requires, as part of the petition, a SERC being prepared pursuant to Section 120.541 Florida Statutes. A community development district ("**CDD**") is established under the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, as amended (the "**Act**"). A CDD is a local unit of special-purpose government that is limited to the performance of those specialized functions authorized by the Act. Those specialized functions consist of the planning, financing, constructing and maintaining of certain public infrastructure improvements and community development services. As an independent special district, the CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., a county or city) whose boundaries include the CDD. 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 cannot regulate land use or issue development orders. Those powers reside with the local general-purpose government. According to Section 190.004(3), Florida Statutes, *"The establishment of an independent community development district as provided in this act is not a development order within the meaning of Chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government."*

In addition, the parameters for the review and evaluation of CDD petitions are set forth in Section 190.002(2)(d), Florida Statutes, 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."*

Therefore, the scope of this SERC is limited to an evaluation of those factors pertinent to the establishment of a CDD as defined by the Legislature and outlined in Section 120.541(2), Florida Statutes. The purpose of Chapter 190, Florida Statutes, is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans, which require adequate public facilities and services as a pre-condition for future development. Refer to Section 163.3177(6)(h), Florida Statutes (the "**Concurrency Requirement**") for details.

The CDD is a special purpose unit of local government that is established for the purpose of providing an alternative mechanism for financing the construction of public facilities and delivery of public services. A CDD must be structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any other alternative financing method. These costs have already been evaluated by all appropriate agencies during the approval process for the development. The annual operations and administrative costs of the CDD will be borne entirely by the District and will not require any subsidy from the State of Florida or the City, nor will it place any additional economic burden on those persons not residing within the District.

C. PROPOSED CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT

The Petitioner is seeking authority, as outlined in Section 190.012, Florida Statutes, to establish the District in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities and basic infrastructure that may include, but are not limited to, water management and control, water supply, sewer, wastewater management, District roads and street lights, transportation facilities, parking improvements, environmental remediation and cleanup, conservation areas, parks and recreational facilities, security, waste collection and disposal, or any other project, with or without the boundaries of the District, as required by any PUD issued by the City or subject of an agreement between the District and a governmental entity. Refer to **Exhibit A** for an overview of proposed public facilities and services related to the development of land within the District.

If approved, the District will be authorized to finance these types of public infrastructure improvements through special or non-ad valorem assessment revenue bonds. Repayment of these bonds will be through special or non-ad valorem assessments levied against all benefited properties within the District. On-going operation and maintenance for District owned facilities is expected to be funded through maintenance assessments levied against all benefited properties within the District. Refer to **Exhibit A** for an overview of proposed public facilities and services related to the development of land within the District. **Exhibit B** illustrates the estimated capital improvement costs, outlined in **Exhibit A**.

D. STATUTORY ELEMENTS

Section 120.541(2), Florida Statutes, provides that the SERC must contain the following:

- (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 rule¹;
- (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;
- (f) Any additional information that the agency determines may be useful.

The following paragraphs summarize the estimated regulatory impacts of the boundary amendment by each of the above listed statutory elements.

¹ 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.

1) Impact on economic growth, job creation, business competitiveness, and regulatory costs

The establishment of the District is not likely to have an adverse impact on the items described in (a) 1., (a) 2., and (a) 3. above.

Economic Growth

Since the property is currently vacant and in raw land condition, favorable changes in public costs and revenues associated with the development will likely take place. The establishment of the District will likely have no adverse impact in excess of \$1 million. On the contrary, the District will likely induce economic growth over the next 5 years and rising costs of providing public infrastructure and services to the development will be matched by an essentially comparable increase in revenues. This interrelated relationship of costs and revenues will change little over time. So, the District is proposed to be structured on a “pay for itself” basis and has positive direct impact on economic growth.

In addition, the District provides a financing mechanism to (i) fund public infrastructure at a low cost of capital, and (ii) on a timely, “pay for itself” type basis. The District is being used to finance basic public infrastructure and services. Owners of the property within the District agree to a lien on their property, which is paid off over time through a special assessment. The assessment is used to pay debt service on bonds or annual infrastructure maintenance and district operating expenditure, which are secured further by the assessed property as collateral. Assessment liens are superior to private liens, such as construction or mortgage loans. This structure results in a lower cost of capital as otherwise is available to fund public infrastructure, and supports community development.

Although new development results in increased land value, a larger tax base, and more tax revenue for the community at large, it also creates immediate demand for new streets, water and sewer capacity, and other infrastructure. Consequently, a cash-flow mismatch exists between the upfront costs of public facilities and generation of tax revenue to pay for same. To fill this gap, the District is established to fund infrastructure directly, and developers can fund the public-use components of new neighborhoods before improvements are conveyed to the general-purpose government or municipality. The result is that new growth can “pay for itself” instead of burdening an entire community with its costs.

Job Creation

Compared to the property’s existing land use, establishment of the District and subsequent residential development would spur private job creation. In general, changes in the pace of home-building can have major ramifications for many other local industries. A jump in residential construction drives up demand for steel, wood, electricity, glass, plastic, wiring, piping and concrete. The need for skilled construction workers, such as bricklayers, carpenters, and electricians, increases as well. By one estimate, some 1,500 fulltime jobs for every 500 single-family homes under construction are created. In 2014, the National Association of Home Builders (NAHB) estimated that building an average single-family home creates 2.97 jobs and approximately \$110,957 in federal, state, county, municipal, school district., etc. (including permit, hook-up, impact, and other fees, sales taxes, other business taxes & license fees).²

² NAHB (2014) “The Impact of Homebuilding and Remodeling on the U.S. Economy”, Special Studies, May 1, 2014. Retrieved from <https://www.nahb.org/news-and-economics/housing-economics/Housings-Economic-Impact/Impact-of-Home-Building-and-Remodeling-on-the-US-Economy> on December 28, 2022

*Transactional Costs*³

It is not likely that transactional costs in excess of \$1 million in the aggregate within 5 years after the establishment of the District occur. Any transaction costs are covered with one-time fees as described above.

Competitiveness

The establishment of the District is not 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. Home building increases the property tax base which generates revenue that supports local schools and community infrastructure, which leads to the creation of a more competitive City.

2) General description of the types of individuals affected

The individuals and entities likely to be required to comply with the ordinance, or affected by the proposed adoption of the establishment of the District are:

- a) THE STATE OF FLORIDA AND ITS RESIDENTS - The State of Florida and its residents and general population will not incur any compliance costs related to the establishment of the District and on-going administration of the District. They will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section 3 (b) below.
- b) CITY AND ITS RESIDENTS - The City and its residents not residing within the boundaries of the District will not incur any compliance costs, or ongoing administrative costs related to the establishment, other than any one-time administrative costs outlined in Section 3 (a) below, which will be offset by the filing fee submitted to the City.
- c) CURRENT PROPERTY OWNERS - The current property owners of the lands subject to the establishment will be affected to the extent that the District allocates assessments and bonded indebtedness for the construction of public infrastructure and undertakes operation and maintenance responsibility for District infrastructure. Any assessments and bonded indebtedness will be based on special benefit and will be fairly and reasonably apportioned among the properties that receive the special benefit. It would require consent from the owners of land subject to the establishment. The Petitioner anticipates providing full landowner consent to be included as an exhibit to the petition to establish the District.
- d) FUTURE PROPERTY OWNERS – The District is a form of governance which allows landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements. For the imposition of special assessments to be valid, any assessments will be based on special benefit and will be fairly and reasonably apportioned among the properties that receive the special benefit from the public improvements and services provided by the District.

³ 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.

3) Estimated cost to the public entities and anticipated effect on state or local revenues

- a) THE CITY. The City will not incur any quantifiable on-going costs. The District is not transferring any maintenance or capital expenditures. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The District will submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the City. Since there are no legislative requirements for review or action, the City should not incur any costs. The City may, however, choose to review these documents. To offset these one-time administrative costs, the petitioner will submit a petition filing fee of \$7,500.00 to the City.
- b) STATE. The State of Florida will not incur any additional administrative costs as a result of the establishment to review the periodic reports required pursuant to Chapters 190 and 189, Florida Statutes. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175.00 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, Florida Statutes.

Because the District, as defined in Chapter 190, Florida Statutes, is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been established.

- c) DISTRICT. The District will incur costs for operations and maintenance of its facilities and for its administration. These costs will be completely paid for from annual assessments against all properties within the District benefiting from its facilities and its services.
- d) IMPACT ON STATE AND LOCAL REVENUES. It is anticipated that approval of this petition will not have any adverse effect on state and local revenues. There is potential for an increase in state sales tax revenue resulting from the establishment and subsequent development of the subject land. It is not possible to estimate this increase with unconditional certainty. In addition, local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services.

Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenues are expected to be generated by private development within the District and, accordingly, should also increase local revenues.

Concerns that a District obligation could become a state, city or county obligation thereby negatively effecting state or local revenues cannot occur as Chapter 190 specifically addresses this issue as follows: *"It is further the purpose and intent of the Legislature that no debt or obligation of a district constitute a burden on any local general-purpose government without its consent."* [Section 190.002(3), Florida Statutes]. Further, *"A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state."* [Section 190.016(15), Florida Statutes]

In summary, the granting of an ordinance establishing the District will not create any significant economic costs for the State of Florida or for the City. It provides potential revenue generation opportunities for local general government. The District is fiscally neutral for the State and the City.

4) Estimate of transactional costs

The transactional costs associated with adoption of an ordinance to establish the District are primarily related to the financing of infrastructure improvements. The District will determine what infrastructure it considers prudent to finance through the sale of bonds. Once the decision is made to issue bonds it is expected that assessments will be levied against benefited property owners within the proposed District. The revenue generated by payment of these assessments will be used to repay the bonds. The obligation to pay the assessments will "run with the land" and will be transferred to new property owners upon sale of any portions of the property.

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments may be imposed on the District property owners. The property owner will be responsible for payment of these assessments on the basis of the amount of benefited property owned.

All persons choosing to acquire property in the District will be responsible for such assessments in addition to the taxes or assessments imposed by the City and other taxing authorities.

In exchange for the payment of these special assessments, there are potential benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they will elect the members of the District's Board of Supervisors. Further, the District is limited in jurisdiction and responsibility to this single development. Therefore, the District should be extremely responsive to the needs of the property owners within the District.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a District as compared with viable alternatives, the cost impact to landowners is relatively small. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

5) Impact on small businesses and on small cities

The establishment of the District should not have any negative impact on small businesses. Current land use plans provide for residential development. The District must operate according to Florida's Sunshine law and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District. A District does not discriminate in terms of the size of businesses that can be located within the boundaries or transact business with the District.

The City has an estimated population that is greater than 10,000; therefore, the City is not defined as a small City according to Section 120.52(18), Florida Statute.

6) Additional information

Certain data utilized in this report was provided by the Developer/Petitioner and represents the best information available at this time. Other data was provided by the District Engineer and District Manager and was based on observations, analysis and experience with private development and other CDD communities in various stages of existence.

E. CONCLUSION

For the above stated reasons, the proposed Cresswind DeLand Community Development District will be a beneficial land development in the City and it will not have any material negative impacts to the State or City. This SERC Report provides supporting justification for granting the petition to establish this Community Development District.

Exhibit A: Proposed Infrastructure Plan

CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT			
Proposed Infrastructure Plan			
Facility	Construction Funded By	Ownership	Operation and Maintenance
Offsite Roadway Improvements	CDD	FDOT	FDOT
Offsite Reclaimed Main	CDD	City of DeLand	City of DeLand
Water Distribution System	CDD	City of DeLand	City of DeLand
Sanitary Sewer System	CDD	City of DeLand	City of DeLand
Reclaimed Water System	CDD	City of DeLand	City of DeLand
Storm Water Management System	CDD	CDD	CDD
Landscaping/Hardscape/Irrigation	CDD	CDD	CDD

Source: The Petitioner

Exhibit B: Estimated Capital Improvement Costs

Cresswind DeLand Community Development District Estimated Capital Improvement Costs	
Description	District Estimated Cost
Offsite Improvements	\$ 1,966,000.00
Stormwater Management System	\$ 4,679,500.00
Sanitary Sewer Collection System	\$ 4,058,800.00
Water Distribution System	\$ 2,859,900.00
Reclaimed Water Distribution System	\$ 775,600.00
Landscaping, Hardscape and Irrigation	\$ 640,000.00
Professional Services (15%)	\$ 2,246,970.00
Contingency (10%)	\$ 1,722,677.00
Total	\$ 18,949,447.00

EXHIBIT 8

AUTHORIZATION OF AGENT

I, William Johnson manager of KH CW DELAND, LLC, a Florida Limited Liability Company ("Petitioner"), on behalf of the company hereby designate Mark A. Watts, Esq., to act as agent for KH CW DELAND, LLC with regard to any and all matters pertaining to the Petition to establish the Cresswind DeLand Community Development District ("CDD") pursuant to Fla. Stat. §190. This authorization shall remain in effect until revoked in writing.

By: KH CW DELAND, LLC
A Florida Limited Liability Company

By: The Kolter Group, LLC, a Florida limited liability company

Its Manager

By: [Signature]
Print Name: William Johnson
Title: Manager

Date: 1/25/2023

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of January, 2023, by William Johnson on behalf of and in his/her capacity as manager of The Kolter Group, LLC as Manager of KH CW DELAND, LLC. He/she is personally known to me or has produced _____ as identification.

[SEAL]



[Signature]
Signature of Notary Public
Print Name: Allison Babiak
Commission No.: HH 156826
Commission Expires: 7/22/25

**ADDENDUM NO. 1 TO THE PETITION TO ESTABLISH THE
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT
(SECTIONS 190.011 and 190.012(1), *FLORIDA STATUTES*)**

Addendum No. 1

Florida Statutes § 190.011 General powers. - The district shall have, and the body may exercise, the following powers:

- (1) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
- (2) To apply for coverage of its employees under the state retirement system in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the state retirement fund.
- (3) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.
- (4) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.
- (5) To adopt rules and orders pursuant to the provisions of chapter 120 prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.
- (6) To maintain an office at such place or places as it may designate within a county in which the district is located or within the boundaries of a development of regional impact or a Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, which includes the district, which office must be reasonably accessible to the landowners. Meetings pursuant to s. 189.015(3) of a district within the boundaries of a development of regional impact or Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, may be held at such office.
- (7)
 - (a) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for any of the purposes authorized by this act.
 - (b) When real property in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), to collect ground rent from landowners pursuant to a contract with such governmental entity and to contract with the county tax collector for collection of such ground rent using the procedures authorized in s. 197.3631, other than the procedures contained in s. 197.3632.

- (8) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out any of the purposes authorized by this act.
- (9) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such tax and special assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.
- (10) To raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.
- (11) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county if the taking will occur in an unincorporated area or with prior approval by resolution of the governing body of the municipality if the taking will occur within a municipality, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, district roads, and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.
- (12) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.
- (13) To assess and impose upon lands in the district ad valorem taxes as provided by this act.
- (14) To determine, order, levy, impose, collect, and enforce special assessments pursuant to this act and chapter 170. Such special assessments may, in the discretion of the district, be collected and enforced pursuant to the provisions of ss. 197.3631, 197.3632, and 197.3635, chapter 170, or chapter 173.
- (15) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.
- (16) To exercise such special powers as may be authorized by this act.

Florida Statutes § 190.012 Special powers; public improvements and community facilities.

The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

- (1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:
 - (a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.
 - (b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.
 - (c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.
 - (d)
 1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.
 2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.
 - (e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.
 - (f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.
 - (g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.
 - (h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

October 10, 2023

Mayor Christopher Cloudman and City Commission Members
City of DeLand, Florida
c/o Darren Elkind, City Attorney and
Rick Werbiskis, City Planning
120 S. Florida Ave.
DeLand, Florida 32720

Via email: delkind@paulandelkind.com, werbiskisr@deland.org

Dear Mayor Cloudman and City Commission Members, and Messrs. Elkind and Werbiskis:

We are writing at the suggestion of the City Attorney's Office and to make the point that the *Petition to Establish the Cresswind DeLand Community Development District* ("**Cresswind CDD**"), which will be up for consideration in November 2023, more than meets the requirements for establishment of the Cresswind CDD under Chapter 190, Florida Statutes and City Resolution 2020-58.¹ Among other reasons described herein, the Cresswind CDD is a far more capable entity than a homeowner's association ("**HOA**") to take care of the sensitive environmental systems that abut Lake Winnemissett, and that must be protected pursuant to applicable development approvals.

CDDS HAVE DRAMATICALLY IMPROVED FLORIDA'S COMMUNITIES

Community Development Districts ("**CDDs**") provide an efficient means of delivering public infrastructure for new communities, and are outstanding, long-term property maintenance entities, far superior to a traditional homeowner's association. That's why they are used in the vast majority of planned developments in Florida. In fact, there are over 900 CDDs in Florida, and virtually every one of the Florida communities in the top 50 best-selling communities in the nation are CDD communities, including Nocatee, Lakewood Ranch, Babcock Ranch, Epperson, Ave Maria, the Villages, Lake Nona, Tradition, and others. See **Exhibit A** (RLCO Top 50 Master Planned Communities List). Further, government agencies – including water management districts – prefer CDDs to manage sensitive environmental systems as opposed to HOAs. See the attached letter from a water management district stating that, "[a]ll things being equal, a CDD is a preferred operation and maintenance entity over an association." See **Exhibit B**.

¹ Among other things, the Resolution allows the City to consider whether the CDD would provide "public services which are in excess of those that would be attained within the normative development process," whether "benefits inure to the City," whether the CDD would allow for "promotion of water conservation," whether there is a proposed "interlocal agreement with the City that requires the CDD to provide enhanced procedures that benefit the citizens of the City," and other factors.

A CDD is a special purpose unit of local government established under Chapter 190 of the Florida Statutes for the purposes of financing, acquiring, constructing, operating and maintaining public infrastructure improvements. In essence, a CDD delivers public infrastructure by issuing tax-exempt bonds, using the proceeds of those bonds to pay for the cost of acquiring and/or constructing public infrastructure, securing the repayment of the bonds through special assessments or other revenue streams, and then acting as a long-term, perpetual maintenance entity.

CRESSWIND CDD IS THE BEST OPTION TO PROTECT THE SENSITIVE ENVIRONMENTAL SYSTEMS AT THE COMMUNITY

The City previously approved the Planned Development Agreement (“PDA”) effective September 23, 2020 that sets forth the development obligations of the Cresswind DeLand project. Among other requirements, there are numerous restrictions on the development, operation and maintenance of the environmentally sensitive conservation, shoreline and stormwater systems that are part of Lake Winnemissett. As compared to an HOA, the Cresswind CDD will be a far superior operation and maintenance entity that will help assure that this system is properly maintained and preserved consistent with the PDA. Here are a few of the supporting reasons:

1. **Protection of the Environmental System** – Pursuant to an “**Interlocal Agreement**” with the City, proposed as part of the establishment petition, the Cresswind CDD will help safeguard and protect the environmentally sensitive conservation, shoreline and stormwater system that is a critical part of the PDA. Here is what the Interlocal Agreement requires:

Environmental Considerations

The Cresswind CDD, as a governmental entity, will have property rights authorizing the Cresswind CDD to preserve at its sole cost and expense the conservation areas, shoreline and stormwater system as public lands.

The project must be constructed and maintained in compliance with the required environmental considerations in Section J of the PDA including, but not limited to, compliance with City environmental standards as well as compliance with tree preservation, analysis, and mitigation. Among other things, the requirements include:

- All landscaping shall be installed and maintained in a manner consistent with Florida-Friendly planting principles,
- Reclaimed water shall only be used for irrigation in the area of the Planned Development located east of the western boundary of the powerline easement,
- Tree removal and replacement shall be done at the ratios identified in City Code Section 33-57, as amended. Further, removal of trees from the shore of Lake Winnemissett shall be addressed as set forth in Section R.2. of the PDA.

- Except as expressly allowed by the PDA, no commercial, residential, agricultural, industrial or other activity or development shall be undertaken or allowed on the shore of Lake Winnemissett.

Stormwater Drainage. Provision for stormwater retention shall be in accordance with Section L of the PDA. The Cresswind CDD shall finance, own, operate and maintain the stormwater system.

Buffers. Among other improvements, the project will include a 50-foot natural buffer along all project boundaries and include enhanced landscape features with an extension pedestrian system leading to neighborhood parks and green spaces, common areas and amenities all within a short distance from the residences. The buffer improvements shall be maintained in accordance with Section J. of the PDA by the Cresswind CDD.

Improvement Plan. Under an interlocal agreement between the Cresswind CDD and the City, the following elements of infrastructure and facilities will be provided by the Cresswind CDD at its sole cost, or shall be caused by the Cresswind CDD to be provided, without cost to the City:

Stormwater Management Improvements, Conservation Areas, Sanitary Sewer Collection System, Water Distribution System, Reclaimed Water Distribution System, Landscaping / Hardscaping / Irrigation, Offsite Improvements, and all Professional Work Product associated with these improvements.

2. **Rule-Making and Enforcement for Compliance** - The Cresswind CDD will be empowered to promulgate and enforce rules to ensure that the conditions of the PDA are met with respect to environmentally sensitive lands.
3. **Public Contracts; More Transparent Entity** – The Cresswind CDD will be a more transparent entity than an HOA due to the requirements that the CDD maintain a public website, publicly bid contracts, provide notices in connection with budget and assessment hearings, hold open meetings, maintain public records, and otherwise comply with numerous other disclosure and reporting requirements.
4. **Emergency Funding** – CDDs have access to FEMA and statewide mutual aid assistance to address storm and other disaster relief. This can be critical to helping the environmental system be restored in the event of an emergency.
5. **Stable Revenue Stream** - The Cresswind CDD will provide a more secure funding entity due to its ability to collect assessments on the tax roll.

6. **Advanced Construction of Improvements** – The use of CDD financing allows the developer to install improvements in a more accelerated manner than that which would have otherwise been available. This means that the project is more likely to be successful.
7. **Greater Protection in a Recession** – In the unlikely event of a default by a land developer, a CDD has the ability to move the defaulted properties back into productive use more quickly. The CDD can foreclose developer property using a governmental first priority assessment lien, and often has bond monies held in a protected trust estate that may be available for use in completing the project, keeping the property maintained during the default, and even paying for foreclosure expenses. As a result, a CDD can help projects recover more quickly.
8. **Sovereign immunity** – As compared to an HOA, a CDD is a superior entity when it comes to liability because CDDs enjoy the benefit of sovereign immunity. HOAs have far greater liability and more difficulty obtaining adequate insurance.
9. **Earlier Turnover to Resident Control** – Unlike a homeowner’s association that doesn’t turn over to resident control until approximately 90% build-out of a community, and generally stated, a CDD can begin to turnover seats as soon as 50% of the land is sold to end-users. Further, Florida law requires that, at the latest, certain CDD seats begin to turnover at year 6 (assuming there are 250 qualified electors residing within the CDD).
10. **Cost Savings** – CDD bonds are issued at tax exempt interest rates and therefore are less expensive than the interest cost of borrowing from conventional sources. This means that the community infrastructure costs less, and the CDD is able to deliver enhanced public improvements for the community. Additionally, when resident CDD Boards refurbish aging infrastructure, or undertake new projects of their own through an existing CDD, the CDD can again access this tax-exempt financing market and save residents money in connection with these projects.
11. **Enhanced Improvements** – Because the infrastructure costs less, CDD projects typically have additional and/or enhanced public amenities and other infrastructure (e.g., parks, trails, hardscaping, landscaping, open space, etc.) as compared to non-CDD communities. These enhanced improvements create value not only for the local county/city and the master planned community, but also for the homeowners’ residences.
12. **Accountability** – CDDs are subject to Florida’s Sunshine Laws, Public Records Laws, Ethics Laws for Public Officers, and governmental accounting requirements. As such, CDD meetings and records are more accessible, and CDDs are typically more accountable than HOAs.
13. **Higher Property Values** – CDDs have professional staff on hand, and hold regular meetings, to ensure that the community grounds are properly maintained, which helps stabilize and build property values.

14. **City Retains Authority, With NO Obligations** – As set forth in Section 190.016, F.S., the City cannot be held responsible for any obligations of the CDD, and the City will maintain all of its current authority with respect to police power, permitting, etc. Section 190.016, F.S. provides protection for the City, stating that: “[a] default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state.”

Based on the foregoing, we believe that the Cresswind CDD will provide numerous benefits to the City and its constituents by helping growth to pay for itself, and by serving as a superior operation and maintenance entity for the environmentally sensitive lands at Lake Winnemissett. We hope this information is helpful to you, and look forward to speaking with you further. If you have any questions, we can be reached at 850-222-7500.

Sincerely,



Jere L. Earlywine

EXHIBIT A:



RANK	MPC	CITY, STATE	DEVELOPER	SALES		
				2022	2021	%Δ
1	The Villages	The Villages, Florida	The Villages	3,923	4,004	-2%
2	Lakewood Ranch	Sarasota, Florida	Schroeder-Manatee Ranch, Inc.	1,846	2,574	-28%
3	Silverleaf	St. Augustine, Florida	Hutson Companies	1,034	929	11%
4	Cane Bay Plantation	Charleston, South Carolina	Gramling Brothers	959	1,147	-16%
5	Babcock Ranch	Punta Gorda, Florida	Kitson and Partners	934	714	31%
6	Silverado*	Aubrey, Texas	D.R. Horton	820	411	100%
7	Mission Ridge	El Paso, Texas	Hunt Communities	805	811	-1%
8	Sunterra	Katy, Texas	Land Tejas/Starwood Land	795		
9	Summerlin	Las Vegas, Nevada	Howard Hughes Corporation	782	1,619	-52%
10t	Viera	Melbourne, Florida	The Viera Company	722	732	-1%
10t	Wellen Park (formerly West Villages)	Venice, Florida	Wellen Park LLLP	722	951	-24%
12	Epperson	Wesley Chapel, Florida	Metro Development Group	719	690	4%
13	Marvida	Cypress, Texas	Land Tejas/Starwood Land	635		
14	Ontario Ranch*	Ontario, California	Multiple Developers*	626	1,070	-41%
15	Latitude Margaritaville - Watersound	Panama City Beach, Florida	Minto Communities	605	430	41%
16	Latitude Margaritaville - Daytona Beach	Daytona Beach, Florida	Minto Communities	600	707	-15%
17	Valencia	Valencia, California	FivePoint Communities	594	347	71%
18	Ave Maria	Ave Maria, Florida	Barron Collier Companies	586	646	-9%
19	Cadence	Henderson, Nevada	The LandWell Company	571	864	-34%
20	Bridgeland	Cypress, Texas	Howard Hughes Corporation	567	713	-20%
21	Westlake	West Palm Beach, Florida	Minto Communities	551	608	-9%
22	Inspirada	Las Vegas, Nevada	Inspirada Builders LLC	517	761	-32%
23	Tavola	New Caney, Texas	Friendswood Development Co.	508	435	17%
24	Valley Ranch*	San Antonio, Texas	D.R. Horton	505	498	1%

*Denotes MPCs whose annual sales are estimated based on early December sales pace information. Sales information will be updated after final numbers are submitted by developers throughout the month of January.

RANK	MPC	CITY, STATE	DEVELOPER	SALES		
				2022	2021	%Δ
25	Latitude Margaritaville - Hilton Head	Hardeeville, South Carolina	Minto Communities	480	572	-16%
26	Nexton	Charleston, South Carolina	Brookfield Properties	467	576	-19%
27	River Islands	Stockton, California	River Islands Development	463	545	-15%
28	Wildcat Ranch	Crandall, Texas	Sessions Development and PMB Capital	462	316	46%
29	Lakes at Rancho El Dorado*	Maricopa, Arizona	Harvard Investments	459	373	23%
30	Riverland	Port St. Lucie, Florida	GL Homes	455	730	-38%
31	Union Park	Little Elm, Texas	Hillwood Communities	453	460	-2%
32	Santa Rita Ranch	Liberty Hill, Texas	Platform Ventures	450	515	-13%
33	Tamarron*	Katy, Texas	D.R. Horton	431	707	-39%
34	Tradition	St. Lucie, Florida	Mattamy Homes	430	613	-30%
35	Skye Canyon	Las Vegas, Nevada	Century Communities	413	655	-37%
36	Becker Crossing	Hockley, Texas	Friendswood Development Co.	410	154	166%
37	Lake Nona	Orlando, Florida	Tavistock Development Co.	403	685	-41%
38	Meridiana	Iowa Colony, Texas	Rise Communities	400	467	-14%
39	Daybreak	South Jordan, Utah	Larry H. Miller Real Estate	399	633	-37%
40	Cross Creek Ranch	Fulshear, Texas	Johnson Development Corp.	396	456	-13%
41	Nocatee	Ponte Vedra, Florida	PARC Group	386	738	-48%
42	Woodforest	Montgomery, Texas	Johnson Development Corp.	382	467	-18%
43	On Top of the World	Ocala, Florida	Colen Built Development	377	832	-55%
44	Mirada	San Antonio, Florida	Metro Development Group	371	391	-5%
45	Eastmark	Mesa, Arizona	DMB Associates & Brookfield	363	643	-44%
46	Elyson	Katy, Texas	Brookfield Properties	362	456	-21%
47	Caldwell Ranch*	Rosharon, Texas	D.R. Horton	359		
48	Southshore Bay	Wimauma, Florida	Metro Development Group	353	274	29%
49t	Sienna	Missouri City, Texas	Johnson Dev. / Toll Brothers	351	646	-46%
49t	Sierra Vista/Sterling Lakes	Arcola, Texas	Land Tejas/Starwood Land	351	579	-39%
2022 Top-50 Total				31,552		
2021 Top-50 Total				39,228		-20%

Source: RCLCO | Last Updated 1/4/2023

*Denotes MPCs whose annual sales are estimated based on early December sales pace information. Sales information will be updated after final numbers are submitted by developers throughout the month of January.

Contact us today for more information! | Karl Pischke, Principal
P: (407) 602-7217 | E: KPISCHKE@RCLCO.COM

EXHIBIT B:



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • Fax 904-730-6292
On the internet at www.sjrwmd.com.

July 17, 2020

Mr. Jonathan Johnson
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, FL 32301

RE: Operation and Maintenance Entities

Dear Mr. Johnson:

I understand that you have inquired about the ability of a homeowners' association ("association") or a community development district ("CDD") to serve as permitted operation and maintenance entities for stormwater management systems, mitigation areas, and conservation areas. Both entities are authorized to operate and maintain such systems under St. Johns River Water Management District ("District") rules. See section 12.3.1., Environmental Resource Permit Applicant's Handbook, Volume 1, Effective June 1, 2018 (ERP A.H.).

The rule requires applicants to submit significantly more information and documentation when an association is proposed as the operation and maintenance entity to ensure that the association has the financial, legal, and administrative capability to provide for the long-term maintenance of the system. For example, the applicant must submit documentation that (i) the association has the power to levy assessments, (ii) the association has the authority and responsibility to operate and maintain the system, and (iii) provides that the association cannot be dissolved until another entity acceptable to the District is established to maintain the system. See section 12.3.4, ERP A.H., for a complete list of requirements.

In comparison, a CDD, which is a perpetual local government unit that by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll, need only provide a letter to the District stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is a preferred operation and maintenance entity over an association.

Feel free to contact me at (904) 730-6270 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Miracle".

David Miracle, P.E.
Regulatory Coordinator

cc: Scott Wild, P.E.; England, Thims & Miller, Inc.

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Douglas C. Bournique
VERO BEACH

Susan Dolan
SANFORD

October 5, 2023

To: Rick Werbiskis, City of DeLand
From: Sarah S. Warren
Date: October 5, 2023
Re: Petition to Request the Establishment of the Cresswind DeLand Community
Development District dated January 30, 2023 ("Petition")

Introduction.

KH CW DELAND, LLC, ("Petitioner") filed the above referenced Petition with the City of DeLand ("City") requesting establishment of a community development district pursuant to Chapter 190, Florida Statutes. Our firm was engaged to review the Petition to determine whether the Petition satisfies the applicable statutory and City requirements for establishment of a community development district and to identify relevant items for consideration by the City relating to the proposed establishment of the Cresswind DeLand Community Development District ("District").

The proposed District is located entirely within the incorporated limits of the City and is generally located east of Lake Winnemissett, south of Daytona Park Estates, and north of the old alignment of East State Road-4. The boundaries of the proposed District include approximately 318.4 +/- acres of land. Petitioner is the sole owner of the property to be included within the proposed boundaries of the District.

Summary.

The Petition materially complies with the applicable statutory requirements of Section 190.005, Florida Statutes, for a petition to establish a community development district and City of DeLand Resolution 2020-58 relating to the same. Accordingly, it is appropriate for the City to schedule and conduct a public hearing providing for consideration of the Petition and determination to grant or deny establishment of the Cresswind DeLand Community Development District ("District").

Statutory Petition Requirements.

Pursuant to Section 190.005(1)(a), Florida Statutes, a petition for establishment of a community development district must contain:

1. A metes and bounds legal description of the external boundaries of the proposed district;
2. Documentation evidencing consent to establishment of the district by all landowners of record of 100% of the real property to be included within the boundaries of the district;
3. Designation of the initial five (5) individuals to serve as initial members of the board of supervisors of the district;
4. The name of the district;
5. A map of the district reflecting current major trunk water mains and sewer interceptors and outfalls if in existence;
6. A proposed timetable for construction of district infrastructure and associated construction cost estimates;
7. A map of the district reflecting designation of the future distribution, location, and extent of public and private uses by the future land use plan element of the applicable comprehensive plan; and
8. A statement of estimated regulatory costs ("SERC").

Public Hearing & Determination to Grant or Deny Petition for Establishment.

The City is required to conduct a public hearing to consider the Petition in accordance with Section 190.005(2)(b), Florida Statutes. Notice of the public hearing must be published for four (4) successive weeks on a publicly accessible website or, alternatively, may be published in a print edition of a newspaper of general circulation and readership in the county in which the proposed district is located. Such notice must provide the time and place of the public hearing, a description of the area to be included in the district and must also include a map clearly showing the location and area to be covered by the district. If notice of the public hearing will appear in print, the advertisement may not be published in the portion of the newspaper where legal notices and classified advertisements appear. At the time and location specified by notice, all affected parties and the general public shall be given an opportunity to appear and present oral or written comments on the Petition.

Pursuant to Section 190.005(2)(c), Florida Statutes, following the public hearing, the City must make a determination whether to grant or deny the petition for establishment upon consideration of the entire record of the public hearing and the following six factors:

1. Whether all statements contained within the petition have been found to be true and correct;
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the effective local government comprehensive plan;

3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district;
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
6. Whether the area that will be served by the district is amenable to separate special-district government.

Along with the statutory requirements and factors identified above, Resolution 2020-58 of the City ("City Resolution") sets forth additional criteria to be considered by the City to determine whether to grant or deny establishment of a community development district. Section 2(a) of the City Resolution requires consideration of the following additional factors:

1. Whether creation of the district will enhance the tax base for the City;
2. Whether the district will provide public infrastructure or public services in excess of those that would be attained with the normative development process, with consideration to the following elements:
 - a. Roadway enhancements which benefit traffic circulation beyond the project;
 - b. Enhanced landscaping along project roadways and boundaries;
 - c. Parks with amenities/facilities;
 - d. Land and/or facilities for public services such as fire stations, schools, etc.;
 - e. Use of stormwater harvesting and promotion of water conservation; and
 - f. Maintenance by the district of all right-of-way infrastructure and landscaping.
3. Whether benefits inure to the City resulting from the redevelopment of the property.
4. Whether an interlocal agreement has been proposed by the developer that provides for enhanced monitoring and accountability of the district and its operations, and that assures the City of the development standards and conditions that benefit the citizens of the City.

Petition Overview.

The Petition and accompanying Exhibits 1 – 8 comply with the basic statutory requirements for a petition to establish a community development district in accordance with Section 190.005(1)(a), Florida Statutes. It is our recommendation that the accuracy of the information reflected in the Petition and each of the respective Exhibits is supported by testimony of appropriate representatives of Petitioner on the record during the public hearing to consider the Petition or, alternatively, is provided in the form of pre-filed testimony filed by the Petitioner with the City in advance of such public hearing.

Paragraph 11 of the Petition and accompanying Attachment No. 1 identify both the general and special powers requested by the proposed District. The general powers of community development districts are provided pursuant to Section 190.011, Florida Statutes, and include but are not limited to, the power to issue bonds, to levy and collect special assessments, to exercise the power of eminent domain, to contract for services, and to adopt rules and resolutions which may be necessary to conduct business of the district. Special powers which may be exercised by districts are set forth pursuant to Section 190.012, Florida Statutes, and are routinely authorized in connection with establishment of community development districts. Such special powers include but are not limited to, the power to finance, acquire, construct, install, and maintain public infrastructure improvements such as water management facilities, roadways, utilities, and conservation areas. In addition, districts may with the consent of the local general purpose government, exercise special powers including but not limited to, the power to construct, acquire, and maintain recreational and security facilities and services. Petitioner specifically requests all general powers and special powers authorized pursuant to Sections 190.011 and 190.012, Florida Statutes.

Finally, Paragraph 12 of the Petition contains Petitioner's representations that the statutory factors outlined above and set forth pursuant to Section 190.005(2)(c), Florida Statutes, are satisfied by the Petition and accompanying Exhibits 1 – 8 and Attachment No. 1. Paragraph 12 of the Petition further contains Petitioner's representations that the Petition, including the Exhibits and Attachment thereto, comply with the criteria set forth in Resolution 2020-58.

Conclusion.

Based upon the information and representations contained within the Petition and accompanying Exhibits 1 -8 and Attachment No. 1, the Petition materially complies with the applicable statutory requirements of Section 190.005, Florida Statutes, for a petition to establish a community development district as well as Resolution 2020-58 of the City of DeLand. Accordingly, it is appropriate for the City to schedule and conduct a public hearing providing for consideration of the Petition and to make a determination whether to grant or deny establishment of the District based upon consideration of the statutory requirements of Section 190.005, Florida Statutes, and the requirements of the City Resolution outlined above.

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.

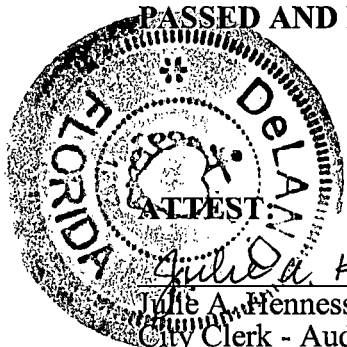
Section 7. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

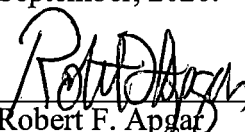
Section 8. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

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

Passed on first reading: July 06, 2020
Adopted on second reading: September 23, 2020

APPROVED AS TO FORM AND LEGALITY:

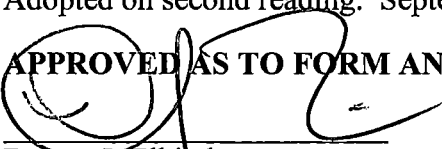

Darren J. Elkind
City Attorney

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.

1 FINDINGS REGARDING REZONING

2
3 A. That the Applicant has applied for a change of zoning from the present
4 zoning classification of the parcel described in Exhibit "A" from Twelve Oaks PD (Planned
5 Development) to Cresswind DeLand PD (Planned Development).
6

7 B. That the said rezoning to a PD is consistent with both the City of DeLand
8 Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose
9 of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as
10 amended, and does promote the public health, safety, morals, general welfare and orderly
11 growth of the area affected by the rezoning request.
12

13 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF
14 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
15 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA,
16 THIS 25th DAY OF August, 2020, AS FOLLOWS:
17

18 A. That the Application of KH Acquisitions LLC, a Florida limited liability
19 company, for the rezoning of the subject parcel is hereby granted.
20

21 B. That the zoning classification of the subject parcel described in Exhibit "A"
22 attached hereto is hereby amended from Twelve Oaks PD to Cresswind DeLand PD as
23 described in Article VII of the City of DeLand, Land Development Regulations Ordinance
24 No. 2013-11, as amended.

1
2 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
3 show the rezoning of said parcel to Cresswind DeLand PD.
4

5 D. That the City of DeLand Land Development Regulations Ordinance No.
6 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
7 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
8 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
9 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance
10 No. 2013-11, as amended, shall govern with respect to any matter not covered by the
11 "Development Agreement". The City of DeLand will ensure overall compliance with this
12 Ordinance.
13

14 E. Unless otherwise provided for herein the City of DeLand, Land
15 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
16 the same manner as the R-1 zoning classification.
17

18 F. Except as otherwise stated herein, nothing in this Ordinance is intended to
19 abridge the requirements of Land Development Regulations Ordinance No. 2013-11, as
20 amended, and any other City Ordinances.
21

22 DEVELOPMENT AGREEMENT

23

24 A. Development Concept. The property was originally part of the Twelve Oaks

1 planned development, the development orders for which have expired. This
2 Development Agreement has been drafted to sever the property from the Twelve Oaks
3 PD planned development and set forth the entitlements for the property with a new
4 planned development agreement known as Cresswind DeLand PD planned
5 development. The development of the property is intended primarily for the housing of
6 persons 55 years of age and older and to be consistent with the Housing for Older
7 Persons Act of 1995. As such, all dwelling units shall be subject to deed restrictions
8 attached to all sale contracts and acknowledged by signature and date by seller and
9 purchaser. Such deed restrictions shall be recorded and be irrevocable for a period of
10 thirty years. The property shall be developed as a private, gated community substantially
11 in accordance with the Planned Development Plan. One or more property owners
12 associations ("POA") will be established to serve residents of the Cresswind DeLand PD
13 and perform the ongoing duties set forth herein.

14
15 B. Planned Development Plan. The Planned Development Plan shall consist
16 of the Development Plan Map prepared by Heidt Design LLC bearing a final revision date
17 of April 07, 2020, the Details sheet bearing a final revision date of July 10, 2020, and this
18 Development Agreement. The Planned Development Plan is hereby approved and
19 incorporated in this Ordinance by reference as Exhibit "B". The Planned Development
20 Plan shall be filed and retained for public inspection in the Planning Department and it
21 shall constitute a supplement to the Official Zoning Map of the City of DeLand.

22
23 C. Amendments. All amendments of the Planned Development Plan, other
24 than those deemed by the Planning Department to be minor amendments as set out in

1 Land Development Regulations Ordinance No. 2013-11, as amended, shall require the
2 review and recommendation of the Planning Board and action by the City Commission in
3 the same manner as a rezoning of the parcel.

4
5 D. Subdivision Approval. Either, after the Planned Development Plan is
6 recorded, or concurrently with the Planned Development Plan review, but prior to any
7 construction, including clearing and landfill, an application for a preliminary plat with
8 construction plans and/or a final plat of the area to be subdivided shall be submitted for
9 review and approval in the manner required by Article XIII of the City of DeLand Land
10 Development Regulations Ordinance No. 2013-11, as amended.

11
12 E. Amenity Site Final Site Plan Approval. After the Planned Development Plan
13 is recorded, and prior to issuance of any permits for construction of the Amenity Site,
14 including clearing and landfill not otherwise approved per Section G of this Ordinance, a
15 Final Site Plan for the Amenity Site, as shown on Exhibit "B", shall be prepared and
16 submitted for review and approval in the manner required by Article XII of the City of
17 DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

18
19 F. Unified Ownership. The Applicant or his successors shall maintain unified
20 ownership of the subject parcel until after issuance of the Final Subdivision Plat
21 Development Order.

22
23 G. Phases of Development. Development of the Property can be accomplished
24 in up to five (5) phases, with required easements for development and infrastructure

1 servicing the phase, including shared facilities such as stormwater systems and internal
2 driveways, being constructed as required for each phase. Mass grading and associated
3 clearing of any phase shall be reviewed and approved by the City at time of Subdivision
4 or Final Site Plan Approval. Mass graded areas will be stabilized with vegetative cover.
5 Preliminary and/or Final Subdivision Plat Development Order(s) shall be required for each
6 phase and the restrictions of this Development Agreement shall apply to each phase of
7 development.

8
9 H. Land Uses Within the Planned Development. The development of the
10 Property shall be consistent with the uses prescribed within the proposed Cresswind
11 DeLand PD. The location and size of said land uses are shown on the Planned
12 Development Plan Map, Exhibit "B". The following land uses shall be allowed as
13 permitted principal uses and structures along with their customary accessory uses and
14 structures:

- 15 1. Single-family dwellings
- 16 2. Other uses and structures of an accessory nature to the
17 permitted uses listed above including but not limited to: parks,
18 clubhouse, fitness center, pool, sports courts, indoor / outdoor
19 social gathering areas, fire pit, stage area, food and beverage
20 service, and on-site parking for vehicles and golf carts.
21 Operation of any outdoor sports court lighting, outdoor events
22 and use of a-stage for any events shall be discontinued at
23 11:00 PM and shall comply with the City of DeLand noise
24 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

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

1 enforcement of fencing requirements within the development. A 6
2 foot to 8 foot height black vinyl coated chain link fence may be used
3 within the development's perimeter landscape buffers. A 6 foot
4 height black vinyl chain link fence may also be used to surround City
5 owned lift stations provided they are screened with landscape hedge
6 material.

7 Open Space: Open Space and/or Common Area shall meet
8 the requirements of the Land Development Regulations Ordinance
9 No. 2013-11, as amended.

10 Entry Features: Development entry features not including
11 Guardhouse elements may incorporate architectural variations
12 between 4 feet to 16 feet as measured vertically from the finished
13 grade at the base of the structure for architectural columns or walls.
14 The design for all entry features and walls shall be substantially
15 similar to the elevations as shown on sheet P-5, Signage Plan and
16 Details of Exhibit "B" attached. Fences or walls surrounding the
17 subdivision but not located at the project entry locations may not
18 exceed 8 feet.

19 Parking: Unless otherwise defined herein, parking shall be
20 provided in accordance with the Land Development Regulations
21 Ordinance No. 2013-11, as amended. On-street parking
22 shall be permitted within designated parking spaces on site only.
23 The general locations of on street parking have been shown on the
24 Development Plan Map Sheet P-2. The final locations of on-street

1 parking spaces shall be determined at subdivision approval. On-
2 street overnight parking shall not be permitted in undesignated areas
3 and the POA for the development shall be responsible for enforcing
4 parking restrictions.

5 All single-family dwelling, guest, and code required parking within an
6 individual phase shall be provided by a driveway to accommodate a
7 minimum of two (2) standard size vehicles (parked cars, pick-up truck
8 or SUV) and single-family garages designed with adequate space to
9 park at least two (2) standard size vehicles. The Developer or POA,
10 whichever controls the subdivision common areas at the time, shall
11 ensure that an individual lot owner seeking building permits shall
12 demonstrate compliance with this paragraph as part of the
13 construction permit submittal for a lot.

14 Garages: Individual homes may utilize a side or front garage
15 access design concept to reduce the physical prominence of
16 garages within the development. Garages must incorporate
17 architectural treatments at the same level of detail and quality as the
18 primary façade.

19 Design: In order to ensure architectural diversity, the owner
20 and its successors or assigns shall ensure that no single family
21 residence is constructed side by side or directly across the street
22 from another residence of the same plan, elevation and color. No two
23 (2) single family dwelling units located side by side shall have the
24 same combination of exterior colors. The POA for the development

1 shall be responsible for enforcing these regulations, not only at the
2 time of development but in the future.

3 Lighting: Streetlights, pathway lighting, parking lot, clubhouse,
4 boat house, and sports court lighting shall utilize full cut off (Dark
5 Sky) fixtures. Said fixtures shall be maintained by the POA.
6

7 J. Environmental Considerations. All landscape buffers noted on the Planned
8 Development Plan as “natural” must contain an amount of visual screening equal to the
9 Landscape Buffer Standard C (30 feet) per Table 33-92.02(b) of the Land Development
10 Regulations Ordinance No. 2013-11, as amended. If landscape buffers in their natural
11 condition contain insufficient plant material to meet the visual screening standard, the
12 Developer will bring the buffer into compliance with the Buffer Standard referenced above.
13 Said plantings shall be in place on or before the completion of construction for those
14 proposed improvements and/or homes, as the case may be, which front a required buffer.
15 Buffer standard shall not apply in adjacent areas where existing wetlands, existing lakes
16 or proposed lakes are present within the buffer areas.

17 The Planned Development Plan encourages environmental preservation and
18 sustainable development through the provision of substantial perimeter buffers, natural
19 areas, wetland conservation easements, open space, the incorporation of elements of
20 Impact Development (“LID”) stormwater strategies, as developed by the UF/IFAS, Center
21 for Landscape Conservation and Ecology, and use of Florida-Friendly Landscaping. The
22 proposed buffers will add Florida-Friendly vegetation where needed to screen adjoining
23 residential properties. The Planned Development Plan depicts a minimum fifty (50) foot
24 perimeter buffer along the east, north and south sides of the development, and a

1 combination of existing natural areas, wetlands and stormwater ponds along Lake
2 Winnemissett Drive on the west, to preserve the existing scenic roadway. A passive park
3 with walkway, to the extent approved by easement holders, is proposed through the
4 existing power line and gas line easements through the center of the development. The
5 proposed minimum twelve (12) foot wide paved walkway, if approved, will be connected
6 to various locations throughout the development as depicted on the Planned
7 Development Plan. Existing trees and native vegetation within the power and gas line
8 easement areas will be retained to the extent practical and may be enhanced with Florida-
9 Friendly plantings, as approved by the easement holders. Maintenance, as approved by
10 the easement holders of the passive park, walkway, existing vegetation and any
11 easement holder approved landscape enhancements shall be the responsibility of the
12 POA. The Planned Development Plan shall meet the minimum environmental standards
13 of the Land Development Regulations Ordinance No. 2013-11, as amended.

14 Landscaping. The Developer shall incorporate Florida-Friendly planting principles
15 as part of any tree replacement required for development of the Property and shall plant
16 Florida-Friendly replacement and mitigation trees between Lake Winnemissett Drive and
17 the lakeshore. Temporary irrigation may be installed in the area between Lake
18 Winnemissett Drive and the lakeshore in order to ensure the successful establishment of
19 replacement trees planted in that area.

20 The POA(s) shall be responsible for community wide landscape, fertilizing and
21 irrigation, and maintenance, including on the individual lots within the Planned
22 Development. The POA shall require, as part of their maintenance contracts, that any
23 maintenance company contracted to perform fertilizer applications as part of said
24 community maintenance shall have a license from the Florida Department of Agricultural

1 and Consumer Services (FDACS) and each person responsible for application of
2 fertilizers shall hold a valid certificate of completion from the University of Florida Institute
3 of Food and Agricultural Science (UFIFAS) for Green Industry Best Management
4 Practices. In addition, the following restrictions shall be observed as part of the POA's
5 community wide maintenance, the fertilizer application within the Planned Development
6 shall be consistent with the requirements of Article VIII, Sections 50-522 through 50-533
7 of the Volusia County Code of Ordinances, which established County-wide Florida-
8 Friendly Best Management Practices for Protection of Water Resources and shall include
9 the following specific restrictions:

10 From June 1 through September 30, do not apply fertilizers containing nitrogen or
11 phosphorus to lawn or landscape buffer areas.

12 Nitrogen fertilizer must contain at least 50 percent slow release nitrogen (SRN)
13 and no more than four pounds of nitrogen per 1000 square feet may be applied to
14 turf or landscape plants each year.

15 No fertilizer may be applied to impervious surfaces and any spillage or overcasting
16 must be removed.

17 Only one annual application of phosphorous not exceeding 0.25 pounds per 1000
18 square feet per 1000 square feet shall be permitted only if soil analysis
19 demonstrates a need for the application of supplemental phosphorous to ensure
20 plant health.

21 No fertilizers containing nitrogen or phosphorus shall be applied to the 50-foot-
22 wide natural Tree Protection Area (TPA) surrounding the Property or within any
23 slope adjacent to a wetland, lake, tree preservation area, proposed littoral zones
24 as shown on the approved Development Plan or in the area located west of Lake

1 Winnemissett Drive.

2 The fertilization plans and standards implemented by the POA for the Cresswind
3 DeLand PD shall be submitted to the Program of Resource Efficient Communities
4 at the University of Florida for peer review and recommendations.

5 Landscaping throughout the Planned Development, including within the individual
6 lots, shall be designed by a LEED certified landscape architect and shall primarily
7 incorporate the use of Florida-Friendly Landscaping approved plants.

8 Irrigation. As a result of concerns relating to the introduction of elevated levels of
9 nitrogen and phosphorous to areas that drain into Lake Winnemissett, reclaimed water
10 may only be used for irrigation in the area of the Planned Development located east of
11 the western boundary of the powerline easement depicted on the Planned Development
12 Plan. In the area located west of the western boundary of the powerline easement, as
13 depicted on the Planned Development Plan, irrigation shall be provided through a
14 combination of wet stormwater ponds located in that area of the Planned Development
15 and irrigation wells that access the Floridan Aquifer and do not exceed six (6) inches
16 outside diameter or 100,000 gallons per day of volume may be used to supplement the
17 available stormwater, subject to approval of the St. Johns River Water Management
18 District.

19 As part of any Preliminary or Final plat submittal, a tree survey shall be required.
20 Both Historical and Specimen trees meeting the species and size requirement of Land
21 Development Regulations Ordinance No. 2013-11, as amended, shall be located and
22 shown on a survey. Historic trees located in the tree preservations areas shown on the
23 Planned Development Plan will be preserved. Any historic tree not located in a tree
24 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

1 upland transitional planting zone 2.5 vertical feet above the control water line. Littoral
2 plantings including upland transition zones shall be wetland-friendly and native species.
3 Any existing trees transplanted on-site shall be credited at twice it's caliper inches towards
4 the overall project tree replacement requirements. Transplanted trees shall be monitored
5 for a period of three (3) years to determine survivability. Any transplanted tree that does
6 not survive shall be mitigated for at the ratios identified in City Code Section 33-57, as
7 amended. Non-specimen and specimen trees may be relocated or removed from
8 proposed individual single family lots provided they are replaced in accordance with this
9 Agreement. Historic tree removal and replacement shall be conducted as required by
10 Section 33-57.05(d). Portions of Tree Protection Areas may be less than 30 feet in width
11 when connected to larger Tree Protection Areas. Any amendments to an approved Tree
12 Removal and Replacement Plan to accommodate actual project site conditions may be
13 processed administratively by the City Forester. All existing and new trees planted within
14 project open space tracts, common area tracts, littoral zone areas, parks and private
15 rights-of-ways shall be the maintenance responsibility of the POA. The clearing of the
16 proposed Lakefront Park shall be limited to preserve existing trees. No other portions of
17 the lakeshore shall be cleared unless required to remove invasive species pursuant to
18 and compliant with SJRWMD requirements or City permits and any areas where invasive
19 species are removed will be replanted with Florida-Friendly trees, as approved by the
20 City.

21
22 K. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
23 sewage disposal and potable and reclaimed water needs of the PD will be provided in
24 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the

1 Land Development Regulations Ordinance No. 2013-11, as amended, and State of
2 Florida Administrative Code 64E-6. The City Commission specifically recognizes that the
3 installation of reclaimed water on the western portion of the Planned Development is
4 restricted by the terms of this Development Agreement in order to protect the water quality
5 in Lake Winnemissett and specifically finds that the limitation of the use of reclaimed water
6 for irrigation in that part of the development, as proposed herein, is consistent with the
7 overall goals, policies and objectives of the Comprehensive Plan. Reclaimed water lines
8 shall be extended to the Planned Development by the Developer so that reclaimed water
9 is available for irrigation of all property east of the powerline easement as more
10 particularly described in Section J above.

11
12 L. Stormwater Drainage. Provision for stormwater retention shall be in
13 accordance with the Land Development Regulations Ordinance No. 2013-11, as
14 amended except that onsite wet detention volume will provide not less than fifty percent
15 (50%), cumulatively throughout the project, more permanent pool volume than the
16 required SJRWMD design criteria in order to provide additional water quality protection
17 to Lake Winnemissett. Low Impact Development features such as bioswales, rain
18 gardens and other similar features intended to encourage natural uptake of stormwater
19 within the natural areas of the Planned Development shall be incorporated as elements
20 in the stormwater system. The City of DeLand shall have no maintenance responsibilities
21 whatsoever with respect to the stormwater system on the property. The City is, however,
22 hereby granted an irrevocable license to enter upon the property to conduct any work
23 which is required to maintain the stormwater system which has not been performed by
24 the POA, and the POA shall be liable for any costs incurred by the City in connection

1 therewith. Pond 2 as shown on sheet P-2 of the Planned Development Plan shall be
2 designed as a dry detention facility to promote increased infiltration to groundwater.
3 Where practical, runoff from the rear of lots shall be directed to planned open space areas
4 to promote increased infiltration to groundwater prior to entering stormwater management
5 system. Where practical additional permeant pool volumes shall be increased within the
6 storm water detention areas to promote increased infiltration to the underlying
7 groundwater stratum.

8 If permitted by SJRWMD, storm water ponds 1 and 4 shall overflow through
9 adjacent wetland areas 4 and 5, as shown on the Planned Development Plan, prior to
10 discharge to Lake Winnemissett.

11 In addition to the SJRWMD required water quality treatment criteria, other best
12 management practices (BMP's) to be incorporated into the stormwater drainage system
13 shall, to the extent practicable and otherwise permitted by applicable regulations, include:

14 Oil / trash separator in the outfall control structures at discharge points from
15 detention ponds.

16 Where practical, vegetative contact of rear yard runoff to promote infiltration prior
17 to entering storm water system.

18
19 M. Access and Transportation System Improvements. Unless otherwise
20 stated in this Agreement, all access and transportation system improvements shall be
21 provided in accordance with the Land Development Regulations Ordinance No. 2013-11,
22 as amended. The parcel shall be developed in substantial accordance with the following
23 access and transportation system improvements:
24

1 1. Access. Two (2) private, gated access road connections to the
2 development as shown on Exhibit B shall be from Old East New York Avenue.
3 Exhibit B indicates the anticipated connection locations; however, the final
4 locations may vary due to final engineering design and permitting considerations.
5 No road connections to Lake Winnemissett Drive shall be permitted. Emergency
6 access connections from Lake Winnemissett Drive to the proposed Amenity Site
7 may be permitted if required by the City Fire Marshall. Said emergency access will
8 be strategically incorporated into any planned paved walkway from the Amenity
9 site to the proposed Lakefront Park. Limited gated connections for emergency
10 access, easement holder use or others to the existing dirt road north of the
11 Property shall be permitted. Such access points shall be determined during the
12 subdivision review process and shall comply with specifications determined by the
13 City of DeLand, based upon the nature of the use of the connections.
14

15 2. Transportation System Improvements. Transportation system
16 improvements will be provided as required by permitting agencies having
17 jurisdiction thereof. During the subdivision review process, the applicant or its
18 successors shall enter into a proportionate fair share agreement with Volusia
19 County and hereby agrees that Volusia County may dictate that all funds collected
20 pursuant to such agreement may be used for improvements to the State Road 44
21 corridor, including but not limited to the Beresford Avenue extension and Kepler
22 Road round-a-bout. Moreover, the applicant or its successors hereby waives any
23 right it may have to request a reduction in road impact fees pursuant to Volusia
24 County Code, State Statute, or any other applicable law and recognizes that

1 payment of road impact fees in full and without reduction was an integral part of
2 the consideration for the approval of this development.
3

4 N. Internal Roadways. Internal roadways for the property shall be provided in
5 accordance with the Land Development Regulations Ordinance No. 2011-13, as
6 amended. Unless otherwise specified herein, all local streets and sidewalks within the
7 property shall be private and dedicated to the POA as part of Final Subdivision Plat
8 Development Order. The City of DeLand shall not have any maintenance responsibilities
9 for streets, sidewalks, or any other facilities. Streets shall be maintained and resurfaced
10 in accordance with street maintenance industry best practices. In order to limit the
11 amount of impervious area within the Planned Development, the width of all paved streets
12 shall be twenty (20) feet, rather than twenty-four (24) feet as typically required by the
13 City's Land Development Regulations, except at entryways into the project where wider
14 pavement is required by the City for ingress and egress of emergency or service vehicles.
15 Sidewalks shall be maintained free and clear of all tripping hazards in accordance with
16 sidewalk maintenance industry best practices. Street trees shall be pruned in such a
17 fashion to maintain the health of the trees and to maintain the appropriate vertical
18 clearance for garbage trucks and fire engines. The City of DeLand shall have no
19 maintenance responsibilities whatsoever with respect to the streets or sidewalks on the
20 property. The City is, however, hereby granted an irrevocable license to enter upon the
21 property to conduct any work which is required to maintain the streets or sidewalks which
22 has not been performed by the POA, and said association shall be liable for any costs
23 incurred by the City in connection therewith. Typical roadway cross section shall be in
24 accordance with those shown on the Planned Development Plan. The Developer shall

1 work with the City to construct or contribute funds equal to the cost to construct to the City
2 to install three (3) speed tables, with associated signage, along Lake Winnemissett Drive
3 within the boundary of the Planned Development Plan, as permitted by the City. One
4 speed table will serve as the pedestrian crossing for Lake Winnemissett Drive between
5 the amenity center and lakefront park, as shown on the Planned Development Plan, and
6 the remaining two shall be in locations approved by the City during subdivision review.

7
8 O. Signage. The location and size of entrance signage and
9 monumentation at the projects two (2) access road connections as well as temporary
10 marketing signage along the project's southern property line and internal private roads
11 shall be consistent with the approved Planned Development Plan. Signage and
12 monumentation may be placed within private rights-of-way provided they meet FDOT and
13 Volusia County standards for setbacks and sight lines. Any temporary or permanent
14 signage located within a public right-of-way shall require a permit and maintenance
15 agreement. Temporary signage is intended to be used for the duration of the project
16 development and shall be allowed to remain in place until the last single-family home
17 permit has been issued by the City, but in no event longer than ten (10) years.

18
19 P. Sales Center. Applicant intends to develop a central Sales center area to
20 be used during the life of the project. The sales center shall consist of the following
21 temporary facilities to be located within homes to be built on 1 or more platted lots:

22 Sales Office (converted model home)

23 Design Center (converted model home)

24 Up to 18 Model Homes

1 Temporary Parking Lot

2 Temporary Construction Trailer(s) (may be converted model home)

3 Up to 3 Stay and Play Homes

4 The sales center hours of operation shall be:

5 Monday Through Friday 9:00 AM to 6 PM

6 Saturday and Sunday 9:00 AM to 6 PM

7 Special Marketing and after-hours Events shall be permitted including
8 installation of temporary tents and restroom facilities.

9 In addition to the above temporary uses, the Sales Center and model area are intended
10 to have a trap fence. Sales Center trap fencing shall be allowed to be placed across
11 private roadways provided emergency vehicle access gates are included with Knox lock
12 system suitable to the City's fire and police departments.

13
14 Sales Center, Design Center, Model Homes and Construction Trailers may commence
15 construction upon approval of a Preliminary Plat and final construction plans and
16 completion of a stabilized access to the Sales Center area for emergency vehicles. Any
17 temporary structurally supported covered entry to either the Sales Office or Design Center
18 or Construction Trailer to facilitate entry into the side of either building shall not be subject
19 to side yard setbacks provided the adjoining area is a vacant lot, right-of-way or temporary
20 parking lot. Unless otherwise approved by the City, once the Sales Center and Design
21 Center are done being used, the Applicant shall remove all temporary structures and
22 convert the remaining model to comply with the requirements of this Development
23 Agreement and the City building code.

1 Q. Lake Winnemissett Drive. The applicant shall dedicate to The City of
2 DeLand right-of-way covering the existing Lake Winnemissett Drive, plus a distance of 10
3 feet behind the existing curb on each side of the road. The applicant shall also dedicate
4 20 foot wide drainage easements over existing storm water discharge points from the
5 Lake Winnemissett Drive curb line to the edge of water at Lake Winnemissett.

6
7 R. Building or Property Owners Association. The applicant shall form a
8 property owners association(s) for the property, and the charter and by-laws of said
9 association(s) and any other agreements, covenants, easements or restrictions shall be
10 furnished to the City of DeLand at the time of creation. The applicant shall be responsible
11 for recording said information in the Public Records of Volusia County, Florida. Also, the
12 applicant shall bear and pay all costs for recording all of the aforementioned documents.

13 With respect to the enforcement of said agreements, covenants, easements or
14 restrictions entered into between the applicant and the owners or occupiers of property
15 within Cresswind DeLand PD, the City of DeLand shall only enforce the provisions of the
16 Development Agreement and City of DeLand Land Development Regulations Ordinance
17 No. 2013-11, as amended, whichever is applicable, and not the private agreements
18 entered into between the aforementioned parties. Notwithstanding the foregoing, the City
19 hereby adopts and incorporates into the terms of this Development Agreement certain
20 deed restrictions relating to the use and development of the Property that may be
21 enforced by the City of DeLand as material terms to this Development Agreement:

- 22
23 1) Lake Shore Uses. Except as may be expressly allowed by this Development
24 Agreement, no commercial, residential, agricultural, industrial or other activity

1 or development shall be undertaken or allowed on the shore of Lake
2 Winnemissett.

3 2) Removal of Trees from Shore of Lake Winnemissett. Except for removal of
4 trees as reasonably required in connection with the development of the
5 improvements adjacent to the shore of Lake Winnemissett and except for
6 removal of non-native or invasive species, removal of dead, dangerous,
7 damaged or diseased trees and tree limbs, or except for normal and customary
8 trimming of limbs no higher than six (6') feet above ground level in order to
9 enhance the visibility of the Lake from the Property and except for normal and
10 customary trimming of all limbs for safety or storm preparation purposes,
11 except as the result of force majeure, the removal, destruction or damaging of
12 trees within the area between Lake Winnemissett Drive and the shore of Lake
13 Winnemissett shall not be permitted. The POA shall re-establish trees
14 removed, destroyed or damaged in violation of this provision with trees of
15 equivalent or like kind and condition as those removed, destroyed or damaged.
16 Any invasive trees removed along the Lake Winnemissett shoreline will be
17 replaced with Florida-Friendly trees to maintain the natural shoreline and tree
18 canopy over Lake Winnemissett Drive.

19 3) Prohibited Uses on the Property. Except as may be expressly allowed by this
20 Development Agreement, the Property shall not be used for any purpose other
21 than single family residential uses and ancillary uses to single family residential
22 uses on the Property.

23 4) Waters. Except as may be expressly allowed under the terms of this
24 Development Agreement, no use, access to, construction, development, filling,

1 dredging or other modifications shall be allowed in or adjacent to the shore of
2 Lake Winnemissett.

3 5) Construction and Improvements. Except as may be expressly allowed under
4 terms of this Development Agreement and associated permits issued in
5 connection with the development permitted herein, there shall not be any
6 construction of, or the placing of additional buildings, utilities, infrastructure,
7 roads or other structures or improvements on, under, or adjacent to the shore
8 of Lake Winnemissett.

9
10 S. Reverter Provision. The City Commission may rezone the project in the
11 event a final subdivision plat development order is not obtained for any phase of
12 development on or before 5 years from the effective date of this Development Agreement,
13 if necessary or appropriate to protect adjoining properties or the public health, safety and
14 welfare, unless the City Commission, for good cause shown, extends the time period
15 indicated in this paragraph.

16 Provided Developer has commenced development of the project within the 5-year
17 time frame from the effective date and continues to actively develop ongoing phases as
18 demonstrated by issuance of development permits and building permits, then no rezoning
19 by the City shall occur unless otherwise requested by then owner.

20
21 T. Binding Effect of Plans; Recording; and Effective Date. Unless otherwise
22 provided for herein, the Planned Development Plan, including any and all amendments
23 shall bind and inure to the benefit of the Applicant and his successor in title or interest.
24 The Cresswind DeLand PD zoning, provisions of the "Development Agreement," and all

1 approved plans shall run with the land and shall be administered in a manner consistent
2 with Article XII of the City of DeLand Land Development Regulations Ordinance No. 2013-
3 11, as amended. To the extent the Development Agreement includes references to
4 specific sections of the City of DeLand Land Development Regulations, those references
5 are intended to incorporate the standards in effect as of the date of the Development
6 Agreement. Any subsequent amendments that change the references sections of the
7 Land Development Regulations shall not change the standards incorporated in the
8 Development Agreement.

9 This Development Agreement and the Ordinance by which it is adopted shall be
10 void and of no force or effect unless, on or before December 31, 2021, either 1) the
11 property described in the attached Exhibit "A" is purchased by the Applicant and a deed
12 for the transfer of such property is recorded in the public records of Volusia County,
13 Florida; or 2) the owner of such property files with the City of DeLand a notice waiving the
14 requirement for the transfer of the property.

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

24 DONE and ORDERED by the City Commission, City of DeLand, Florida,

1 this 23rd day of September, 2020.

5 ATTEST:

6 Michael Pleus

7 Michael Pleus

8 City Manager

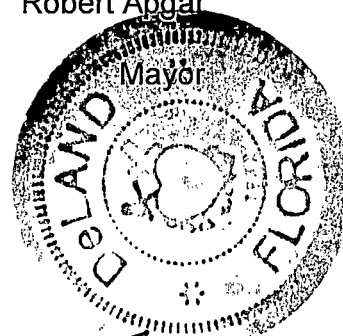
City Commission of DeLand Florida

Robert Apgar

Robert Apgar

ATTEST:

Julie A. Hennessy
Julie A. Hennessy, MMC
City Clerk - Auditor



10 STATE OF FLORIDA

11 CITY OF DELAND

12 The foregoing instrument was acknowledged before me by means of ☒ physical
13 presence or ☐ online notarization this 23rd day of September, by Michael
14 Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on
15 behalf of the City of DeLand, and who are personally known to me.

16 NOTARY PUBLIC, STATE OF FLORIDA

17 Type or Print Name:

18 Julia M. Hewitt

19 Commission No.: AN 908791

20 My Commission Expires: 12/29/20



WITNESSES:

Shawnda mines

Shawnda mines

SUMMER D MEENTS

Summer D Meents

By: Owner

Lake Park Estate LLC,

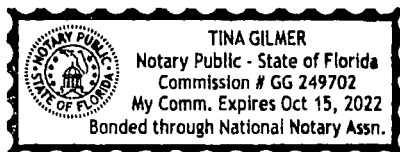
a Florida limited liability company

By: Elizabeth F. Williams, Manager

By: Earl W. Colvard, Manager

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.



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Tina Gilmer

Tina Gilmer

Commission No.: GG 249702

My Commission Expires: Oct. 15, 2022

1
2 WITNESSES:

By: Applicant

3 KH Acquisitions LLC,
4 a Florida limited liability company
5 as contract purchaser

6 By: The Kolter Group LLC

7 A Florida limited liability company

8 Its' Manager

9 By: [Signature]

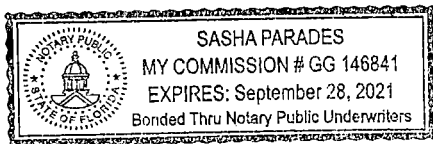
10 William Johnson, Manager

11 Cindy Cleary

12 [Signature]

13 The foregoing instrument was acknowledged before me by means of ☒ physical
14 presence or ☐ online notarization this 22 day of September, by
15 William Johnson, Manager of The Kolter Group LLC, as Applicant, who is personally
16 known to me or who has produced _____ as identification.

17 NOTARY PUBLIC, STATE OF FLORIDA



19 Type or Print Name: Sasha Parades

20 Commission No.: 146841

21 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

-
- The legend is organized into two columns. The left column contains symbols for boundaries, wetlands, easements, and amenities. The right column contains symbols for open spaces, water features, preservation areas, trail systems, right-of-way, enhanced plantings, and lakefront features. A north arrow and a graphic scale are located at the top right.
- | | | | | |
|--|--------------------------------------|--|---|---------------------------------|
| | Property Boundary | | Utility Easement Open Space |

GRAPHIC SCALE: 1" = 50' |
| | Wetland Conservation | | Other Open Space | |
| | Wetland Impacts | | Stormwater Pond | |
| | 50' Right-Of-Way | | Tree Preservation Areas | |
| | 50' Right-Of-Way | | Conceptual Trail System | |
| | Model Homes, Sales And Design Center | | Right-Of-Way Dedication | |
| | Community Amenity | | Enhanced Pond Littoral Shelf Planting | |
| | Landscaped Entry Feature | | Lakefront Park | |
| | | | On-Street Guest Parking (2 Spaces, See Sheet P-3) | |

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 TPA¹:	58.8	22.4%
Open Space		
Other Open Space ³ :	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 ³ :	7.3	
Tree Preservation Areas (TPA):	35.5	
Utility Easement:	21.0	
Estimated Pervious Portion of Lots:	23.8	
Estimated Pervious Area of ROW ² :	5.6	
Total Pervious Area:	155.7	
Total Impervious Area:	107.3	40.8%

NOTES

- The Property shall be developed as **Use Restricted D50** and adhere to adult development.
- Drainage shall be provided for all areas of land inside the SE ROW station. Sidewalks shall only be required on one side of local roads in the SE ROW section.
- For the shading and fire code compliance:
- The open space and common area trusts will be owned and maintained by the Property Owner's Association.
 - All new local connections to residential development is proposed through the existing power line and gas line easement. The trail shall extend 16 feet in width.
 - All new local connections to commercial development shall comply with the requirements of the Crownsand Deland Development Agreement and City of Deland standards.
- All public water, wastewater and stormwater shall comply with the City of Deland Land Development Code as amended and the Florida Administrative Code.
- The proposed apartment complex shall comply with the City of Deland Land Development Code as amended, and the St. Johns River Water Management Board rules and regulations.
- All utility and drainage easements shall be maintained by the Property Owner's Association.
- The Property may be graded and used for two (2) years after the start of construction at 9800 South US Highway A-1A.

HEIDT
— DESIGN —
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture

Engineering Services Certificate of Authorization No. 28742
Landscape Architecture Certificate of Authorization No. LC236000

1330 S. Celebration Blvd.
Celebration, FL 34747
Office: (321) 559-8521
Fax: (321) 464-7629
www.HeidtDesign.com

Engineering Services Certificate of Authorization No. 28742
Landscape Architecture Certificate of Authorization No. LC236000

1330 S. Celebration Blvd.
Celebration, FL 34747
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www.HeidtDesign.com

SWIND DELAND PD
DEVELOPMENT
PLAN MAP

		PREPARED FOR:
--	--	---------------

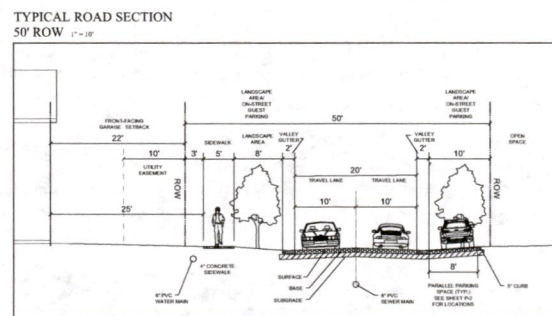
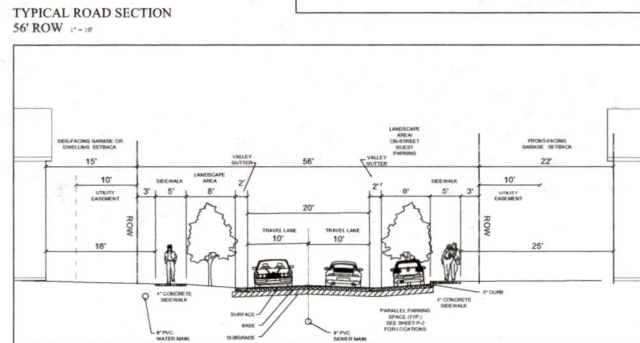
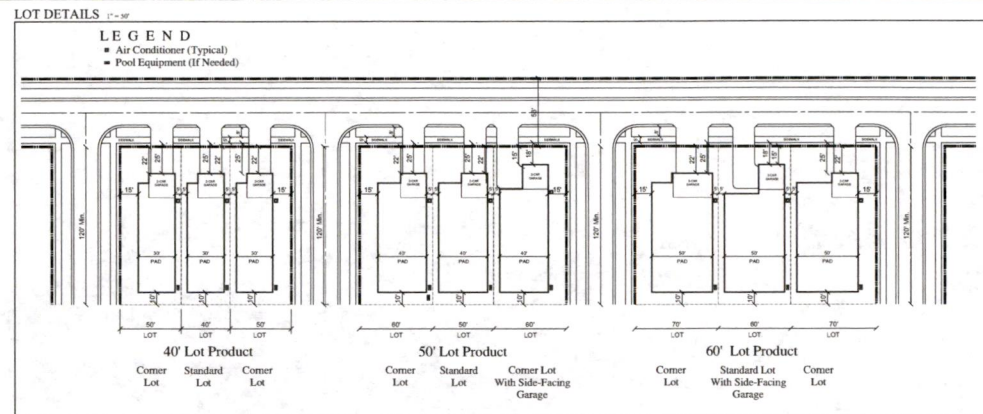
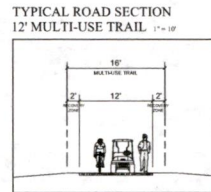
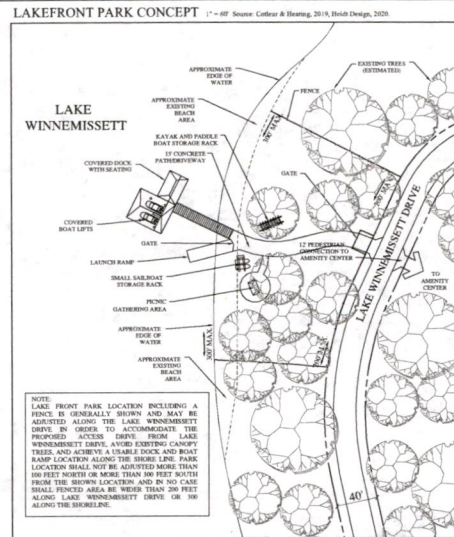
DATE	DESCRIPTION
10/02/2018	DEVELOPMENT PLAN MAP
12/23/2018	REV DEV PLAN MAP
1/22/20	DPM-COLOR
1/09/20	DPM-COLOR ADOT, REVISED
2/4/20	ADD ENTRY FEATURE
2/24/20	ADD ON-STREET
4/7/2020	UPDATE OPEN SPACE COLOR

Applicant:
Kolter Group Acquisitions
LLC
Mr. Scott Morton
105 NE 1st Street
Delray Beach, FL 33444
(561) 515-4450

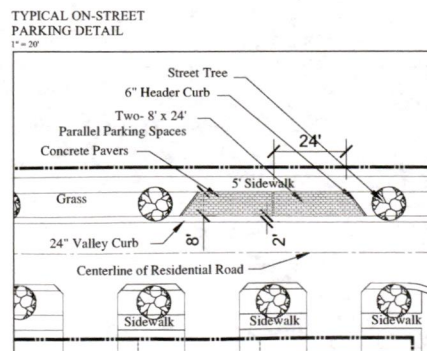
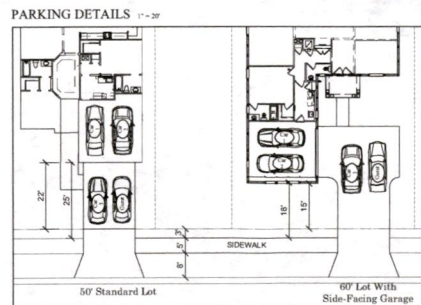
Applicant's Representative:
Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration
Boulevard
Celebration, FL 34747
(321) 559-8521

PROJECT NO:	KAL LW 1002
DPM REV 1.16.20 Color	
DESIGN BY:	B. KIRALY
DRAWN BY:	B. KIRALY

P-2-Color

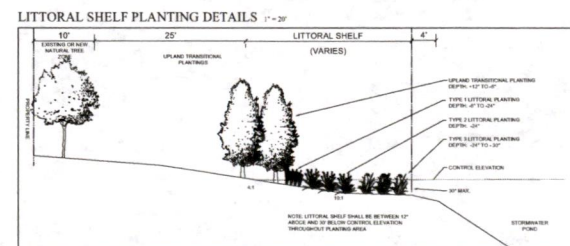


Parking Standards				
# Of Bedrooms	Parking Required	Guest Parking Req' (@ 0.25 Spaces/DU)	Total Parking Required	Parking Provided
1-3 Bedroom	2	0.5	2.5	4
4 Bedroom	3	0.75	3.75	4



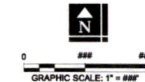
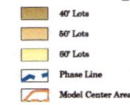
LOT DEVELOPMENT STANDARDS				
Minimum Lot Area:	4,000 SF			
Minimum Lot Width:	40'			
Minimum Setbacks:		40' Lots	50' Lots	80' Lot
Building				
a. Front		10'	10'	10'
b. Rear		10'	10'	10'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Garage				
Front Facing		22'	22'	22'
Side Facing		15'	15'	15'
Pools, Hot Tubs, Cabanas and Similar Structures				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		0'	0'	0'
c. Side		0'	0'	0'
d. Side Corner		15'	15'	15'
Patios, Screened Enclosures:				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		3'	3'	3'
c. Side		0'	0'	0'
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:	75%			
Maximum Project Impervious Area:	50%			
Maximum Building Height Residential:	35'			
Maximum Building Height Non-Residential:	50'			

Notes:
 1) A minimum of 30' from banks of sidewalks to face of front-facing garage.

[illegible]



LEGEND



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.

HEIDT
— DESIGN —
Civil Engineering • Planning & GIS
Transportation • Environmental
Ecological Services • Landscape Architecture

Engineering Business Certificate of Acknowledgment No. 28762
Landscape Architecture Certificate of Acknowledgment No. LC2008000001
LOT 107 LANDVATN 74.99 COLOR (ENC-PHASE) AND LOT 200711509 1.14 FM (ENC-PHASE)

1130-A Celebration Blvd.
Caterpillar, FL 34747
Office: (321) 559-4321
Fax: (321) 464-7829
www.Heidt.com



CRESSWIND DELAND PD

**DEVELOPMENT
PLAN MAP**

KH ACQUISITIONS LLC

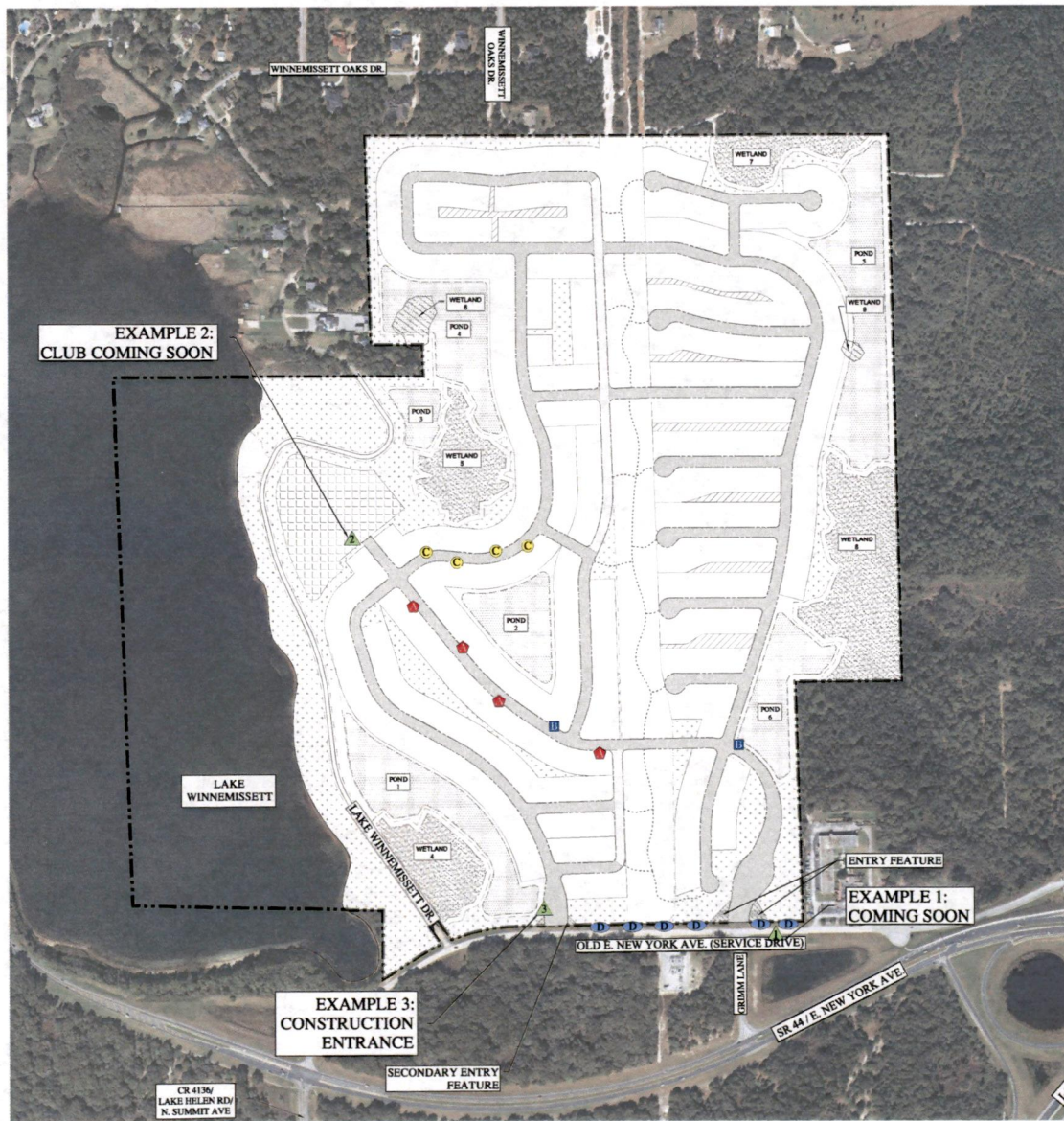
DATE	DESCRIPTION
10/02/2019	DEVELOPMENT PLAN MAP
1/27/2020	REV. ENV. PLAN MAP
5/27/2020	COLORED PHASING LOT LAYOUT
1/06/2020	COLORED PHASING LOT LAYOUT
2/4/20	ADD ENTRY FEATURE

Applicant:
Koltter 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
888.888.2824

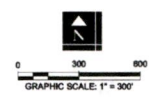
PROJECT NO:	KAL LW 1002
DPM REV 1.16.20 Color	
DESIGN BY:	B. KIRALY
DRAWN BY:	B. KIRALY

P-4-Color

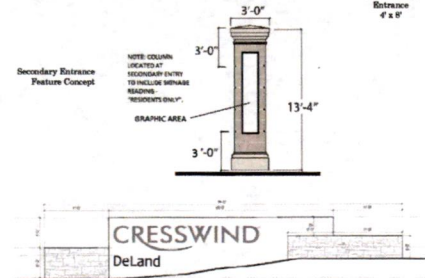


SIGN LEGEND

- Sign Type A: Burns Shaves or Banners
- Sign Type B: Directional Signs
- Sign Type C: Flag Pole Banners
- Sign Type D: After Opening Flags
- Example 1: Coming Soon
- Example 2: Club Coming Soon
- Example 3: Construction Entrance



SIGN IMAGES



HEIDT DESIGN
 Civil Engineering - Planning & GIS
 Landscape Architecture
 Engineering Business Certificate of Accreditation No. LC20000452
 1130-A Celebration Blvd.
 Celebration, FL 34715
 Office: (321) 559-8521
 Fax: (321) 464-7629
 www.HeidtDesign.com

CRESSWIND DELAND PD
SIGNAGE
PLAN AND DETAILS
KH ACQUISITIONS LLC

DATE	DESCRIPTION
11/15/2018	ISSUANCE PLAN
12/13/2018	REVISIONS
2/20/20	ADD PRELIMINARY ENTRY SIGN
2/20/20	ADD SECONDARY ENTRY SIGN

Applicant:
 Kohler 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.: DALLW 0002
 CRESSWIND P-5 SIGNAGE 2.5.20
 DESIGNED BY: B. KIRALY
 DRAWN BY: B. KIRALY

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.

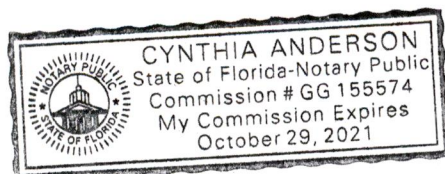
Sworn to and subscribed before me

This **14th** of **AUGUST**

A.D. 2020

Cynthia Anderson

49D



**NOTICE OF
PUBLIC HEARING
CITY COMMISSION
CITY OF DELAND,
FLORIDA**

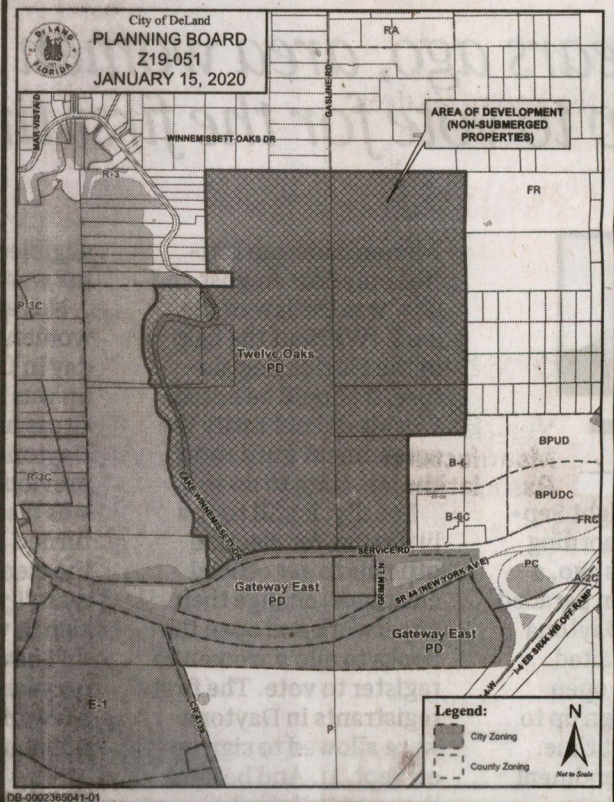
NOTICE IS HEREBY GIVEN that there will be a Public Hearing
on the following Ordinance on Tuesday, August 25, 2020 at a
special meeting of the DeLand City Commission. The meeting
will take place at 6:00 P.M. in the City Commission Chambers,
120 South Florida Avenue, City Hall. All interested parties are
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.**



BEFORE THE CITY COMMISSION
CITY OF DELAND, FLORIDA

IN RE: PETITION TO ESTABLISH THE }
CRESSWIND DELAND COMMUNITY }
DEVELOPMENT DISTRICT }

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF _____

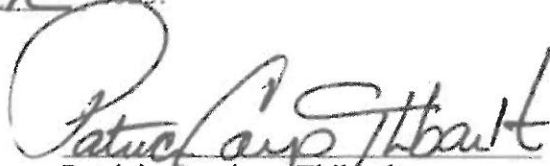
I, Patricia Comings-Thibault ("Affiant"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Patricia Comings-Thibault and I am a Director of District Management Services with Artemis Connected, LLC d/b/a Breeze.
3. The prepared written, pre-filed testimony consisting of thirteen (13) pages, including exhibits to the testimony, submitted under my name to the City Commission of City of DeLand, Florida, relating to the Petition to Establish ("Petition") the Cresswind Deland Community Development District ("District") and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work are accurately set forth in my pre-filed testimony.
6. My pre-filed testimony addresses the various managerial, operational and financial aspects related to the Petition.

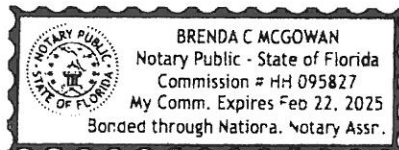
7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 17th day of October 2023.


Patricia Comings Thibault

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 17th day of October 2023 by the Affiant.



[notary seal]


(Official Notary Signature)
Name: Brenda C McGowan
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

1 **TESTIMONY OF PATRICIA COMINGS-THIBAUT FOR ESTABLISHMENT OF**
2 **CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**
3

4 **1. Please state your name and business address.**

5
6 My name is Patricia Comings-Thibault. My business address is 1540 International
7 Parkway, Suite 2000, Lake Mary, Florida 32746.
8

9 **2. By whom are you employed and in what capacity?**

10
11 I am a Director of District Management Services Artemis Connected, LLC d/b/a Breeze
12 and serve as District Manager and assessment administrator for community development
13 districts.
14

15 **3. Please briefly summarize your duties and responsibilities.**

16
17 Breeze provides management consulting services to community development districts and
18 the real estate industry, including general management, accounting, recording, secretarial
19 services, field services and assessment administration. Breeze currently serves as the
20 district manager for over thirty-two (32) community development districts ("CDDs") in
21 the State of Florida.
22

23 **4. Do you work with both public and private sector clients?**

24
25 Breeze primarily works for public entities providing district management services.
26 However, we are retained, from time to time, by private entities to consult on the creation
27 of special districts as well as the viability of certain proposed developments.
28

29 **5. Prior to your current employment, by whom were you employed and what were your**
30 **responsibilities in those positions?**

31
32 I have twenty (20) years of experience in the public and private sectors providing general
33 management, budgeting, accounting and consulting services. I have extensive knowledge
34 of special districts, governmental budgeting and finance issues, the development process,
35 and water and wastewater utilities.
36

37 **6. Are you familiar with the Petition ("Petition") filed by KH CW Deland, LLC**
38 **("Petitioner") on January 30, 2023, seeking the establishment of the proposed District?**

39
40 Yes, I serve as an assessment, economic, and management consultant relating to the
41 establishment of the proposed District. Specifically, I assisted the Petitioner with the
42 preparation of Petition Exhibit 7, the Statement of Estimated Regulatory Costs ("SERC").
43

44 **7. Please describe your educational background.**
45

1 I have a Masters degree in Accounting (MACC) from Stetson University in Deland,
2 Florida.

3
4 **8. Please describe your work with community development districts ("CDDs") in**
5 **Florida.**

6
7 Through Breeze, the clients I serve are both resident-elected and landowner-elected CDDs,
8 depending on the stage in the life of the development. I assist the various Boards of
9 Supervisors and residents by managing the accounting, official recordkeeping, and
10 operations and management of the assets acquired or constructed by the CDD. I have
11 provided management and assessment administration services to over thirty two (32) active
12 CDDs across Florida.

13
14 **9. Are any of these community development districts that you have worked with about**
15 **the same size as the proposed Cresswind Deland Community Development District in**
16 **the City of DeLand, Florida (the "City")?**

17
18 Yes.

19 **DISTRICT MANAGEMENT**

20
21 **10. At this point, I will ask you to address certain matters that are related to community**
22 **development district management. Please describe the general manner in which a**
23 **community development district actually operates.**

24
25 Community development districts are governed by a five-member board of supervisors.
26 These board members are initially appointed by the establishment entity in its ordinance.
27 Within 90 days of the establishment of the district, a new board is elected by the landowners
28 in the district. The Board is the governing body of the district. The Board employs a district
29 manager, who supervises the district's services, facilities, and administrative functions. The
30 Board annually considers and, after public notice and hearing, adopts a budget. The district
31 submits a copy of the proposed budget to the applicable local general-purpose government
32 for review and for optional comment prior to its adoption each year.

33
34 **11. Are there requirements, such as the open meetings and public records laws, imposed**
35 **upon community development districts in order to safeguard the public that are**
36 **similar to those imposed upon other general-purpose local governments?**

37
38 Yes, there are.

39
40 **12. Please describe these requirements and safeguards.**

41
42 First, it is important to note that the establishment of a CDD does not change any
43 requirements for local general-purpose governmental approval of construction within the
44 district. Any land development requirements and all state and local development
45 regulations still apply.

1
2 Second, members of the CDD Board of Supervisors must be residents of Florida and citizens
3 of the United States. After the Board shifts to being elected by the resident electors of the
4 district the supervisors must also be residents and electors of the district. Board members
5 must annually file the same financial disclosure forms required by other local officials. All
6 meetings of the CDD Board of Supervisors are open to the public and are subject to the
7 government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore,
8 the District's records must be open for public inspection in accordance with the Florida law
9 governing public records.

10
11 Next, the district must provide financial reports to the state in the same form and manner as
12 is required of all other political subdivisions. The CDD is annually audited by an
13 independent certified public accountant. As I said before, the CDD budget is adopted
14 annually by the board after a public hearing. All rates, fees, and charges imposed by the
15 district must be adopted pursuant to Chapter 120, *Florida Statutes*.

16
17 Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197,
18 a CDD must provide published and mailed notice to those who are assessed providing them
19 opportunity to appear before the Board of Supervisors and have an opportunity to comment
20 on the advisability of the assessments. That assessment process entails preparation of an
21 assessment methodology that fairly and equitably allocates the cost of the district's projects.

22
23 **13. Please describe in general terms how a CDD operates financially, both on a day-to-day**
24 **and a long-term basis.**

25
26 In the early stages, particularly when a CDD is first formed, the CDD's operating funds may
27 be funded by a "Funding Agreement" between the CDD and the landowner/developer in
28 lieu of assessments that the CDD might have imposed on property within the CDD.

29
30 In order to provide long term financing of capital projects, CDDs often issue bonds. All
31 bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over
32 a period of more than five years must be validated and confirmed by court decree pursuant
33 to Chapter 75, *Florida Statutes*. The CDD also may borrow funds on a long or short-term
34 basis.

35
36 Debt may be retired by the District through non ad valorem or special assessments imposed
37 on benefited properties, or rates, fees, and charges imposed on users of district facilities and
38 services. By law, debt of the District cannot become debt of any other government (city,
39 county or state), without that government's consent.

40
41 **14. What alternatives, other than community development districts, are you familiar with**
42 **that might be available to provide community infrastructure for the lands within the**
43 **proposed District?**

44
45 In my opinion there are two alternatives that might provide community infrastructure such

1 as the roads, utilities, drainage, recreation and other improvements contemplated for the
2 proposed district. First, the general-purpose local government could finance the
3 improvements utilizing special assessments and/or general funds. Alternatively, the
4 developer could provide infrastructure through private means, including private financing
5 if available. As discussed later in my testimony, neither of these alternatives is preferable
6 to use of the CDD concept.

7
8 **15. What has been your role with respect to the Petition to Establish the Cresswind Deland**
9 **Community Development District (the "Petition")?**

10
11 I have worked closely with KH CW Deland LLC (the "Petitioner") and its consultants in
12 determining if a CDD is appropriate for this project. I also supervised the preparation of
13 Exhibit 8 of the Petition, the SERC.

14
15 **16. Do you have an opinion, as someone experienced in district management and**
16 **operations, as to whether the proposed District is the best available alternative for**
17 **delivering community services and facilities to the areas that will be served by the**
18 **District?**

19
20 Yes. For this project, the proposed District is the best alternative available for delivering
21 the proposed services and facilities to the area that will be served. These improvements
22 include, but are not limited to, onsite and offsite sanitary sewer collection, water distribution
23 and reuse water, stormwater management system, electrical service systems, conservation
24 and mitigation, roadway improvements, trails, landscaping, hardscaping and irrigation.

25
26 **17. What is the basis for your opinion?**

27
28 Looking at the alternatives, the City could finance and manage the improvements utilizing
29 special assessments or general funds. The developer and/or a property owner's association
30 ("POA") could provide these facilities as well through private financing.

31
32 In evaluating the alternatives, it is important to consider whether the alternative can provide
33 the best focus, can effectively and efficiently manage and maintain the facilities, and
34 whether the alternative can secure low cost, long term public financing. The City clearly
35 provides the long-term perspective and is a stable and relatively low-cost source of
36 financing and provider of services at sustained levels. However, the City has substantial
37 demands over a broad geographical area that places a heavy management delivery load on
38 its staff. In addition, if dependent district financing were used, the City would be
39 responsible for all administrative aspects of the dependent district. The City would have to
40 make time and meetings available for the monthly matters pertaining to the dependent
41 district. By using a dependent district mechanism, the City would be increasing its
42 responsibility and hence liability for the variety of actions that will take place in the
43 development. The City, through the dependent district, would also be the contracting party
44 for all construction contracts, would have to deal with bid issues, enforce performance
45 bonds, and participate in construction arbitration or litigation if necessary. They would deal

1 with delay claims and budget management and all the other challenges that come with being
2 the owner in a public construction project. A district can be created to provide focused
3 attention to a specific area in a cost-effective manner. It also allows the City to focus staff
4 time, finances, and other resources elsewhere and does not burden the general body of
5 taxpayers in the City with the debt associated with this growth.
6

7 The other alternative is the use of private means either through a POA or through the
8 developer, or both in combination. This combination can clearly satisfy the high demand
9 for focused service and facilities and managed delivery. However, only a public entity can
10 assure a long-term perspective, act as a stable provider of services and facilities, qualify as
11 a lower cost source of financing, and pay for services at sustained levels. POAs lack the
12 ability to effectively finance the improvements. Their ability to assure adequate funds for
13 sustained high levels of maintenance is less than with a CDD.
14

15 Furthermore, neither the developer nor a POA would be required to conduct all actions
16 relating to the provision of these improvements in the "sunshine" as a CDD must or abide
17 by other public access requirements that are incumbent upon a CDD and its Board of
18 Supervisors. Also, provision and long-term operation and maintenance of these
19 improvements, particularly the drainage activities, by a CDD ensures that residents have
20 guaranteed access to the body or entity making decisions about these facilities, and in fact
21 will one day sit as the five-member board making the decisions that impact their community
22 directly.
23

24 A CDD is an independent special purpose unit of local government designed to focus its
25 attention on providing the best long-term service to its specifically benefited properties and
26 residents. It has limited power and a limited area of jurisdiction. The CDD will be governed
27 by its own board and managed by those whose sole purpose is to provide the district long
28 term planning, management, and financing of these services and facilities. This long-term
29 management capability extends to the operation and maintenance of the facilities owned by
30 the CDD. Further, the sources for funding and manner of collection of funds will assure
31 that the CDD facilities will be managed at the sustained levels of quality desired by residents
32 well into the future.
33

- 34 **18. Do you have an opinion, as someone experienced in district management and**
35 **operations, as to whether the area of land to be included within the proposed District**
36 **is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be**
37 **developable as one functional interrelated community?**
38

39 Yes.

- 40
41 **19. What is your opinion?**
42

43 The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to
44 be developed, with the roadway, drainage, water and sewer, and other infrastructure
45 systems, facilities and services contemplated. The District will operate as one functionally

1 interrelated community.

2
3 **20. What is the basis for your opinion?**

4
5 The size of the proposed District is approximately 318.4 acres. Based on my previous
6 experience, the proposed District is of sufficient size, compactness, and contiguity to be
7 developed as a functional interrelated community.

8
9 The qualities of compactness, contiguity, and size relate directly to whether an area can
10 become one functional interrelated community. From the standpoint of the provision,
11 management and operation of the community infrastructure expected to be provided by the
12 District, the acres contemplated for inclusion within the District is sufficiently compact,
13 contiguous and of sufficient size to maximize the successful delivery of these infrastructure
14 improvements to these lands. The delivery of services and facilities to the lands within the
15 District will not be hampered by insurmountable barriers or spatial problems. The area
16 within the District is suitably configured to maximize the benefits available from the District
17 services and facilities to be provided.

18
19 **21. Do you have an opinion, as someone experienced in district management and**
20 **operations, as to whether the area that will be served by the proposed District is**
21 **amenable to separate special district government?**

22
23 Yes.

24
25 **22. What is your opinion?**

26
27 The District is of sufficient size, compactness, and contiguity. Therefore, the area to be
28 served by the proposed District is clearly amenable to separate special district governance.
29 The configuration of the District is not unlike other CDDs with which I have worked over
30 time.

31
32 **23. What is the basis for your opinion?**

33
34 Two criteria are needed to evaluate if a land area is amenable to separate special district
35 government. One, does the land area have need for the facilities and services and will its
36 owners and residents benefit from facilities that the special district could provide? Two, is
37 the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the
38 basis for a functional interrelated community?

39
40 Under both criteria, the proposed District is a planned community of sufficient size with a
41 need for the facilities and improvements that are presently expected to be provided by the
42 proposed District. As described in the petition, the proposed District will construct and
43 maintain certain identified needed facilities and services. Other facilities and improvements
44 will be constructed by the proposed District and ultimately owned and maintained by the
45 City. Based on my experience, CDDs of this size are large enough to effectively provide

1 and manage services. From a management and operations perspective, the land area is well
2 suited to the provision of the proposed services and facilities. Ultimately, of course, if later
3 circumstances would cause the City to re-evaluate whether these lands should continue as
4 separate special district government, the City has the option under Section 190.046(4),
5 *Florida Statutes*, to effectively take over the functions of any CDD.

- 6
7 **24. Do you have an opinion, as someone experienced in district management and**
8 **operations, as to whether the community development services and facilities of the**
9 **proposed District will be incompatible with the capacity and use of existing local and**
10 **regional community development services and facilities?**

11
12 Yes.

- 13
14 **25. What is your opinion?**

15
16 The proposed services and facilities of the proposed District are not incompatible with the
17 capacity and uses of existing local or regional community development services and
18 facilities.

- 19
20 **26. What is the basis for your opinion?**

21
22 Petitioner presently expects the proposed District to finance and construct certain onsite and
23 offsite sanitary sewer collection, water distribution and reuse water, stormwater
24 management system, conservation and mitigation, and other improvements. None of the
25 facilities expected to be provided by the District presently exist. Ultimately, a district may
26 own and maintain certain of those improvements and the City, or other governmental
27 entities, may own and maintain others. There will be no overlap or incompatibility because
28 the facilities and improvements expected to be provided by the proposed District do not
29 exist today.

30
31
32 **ECONOMICS AND FINANCING**

- 33
34 **27. You stated earlier that you are you familiar with the Petition, and its Exhibits, filed by**
35 **the Petitioner, to establish the proposed Cresswind Deland Community Development**
36 **District. Are you particularly familiar with Exhibit 7 to the Petition?**

37
38 Yes, Exhibit 7 is the SERC, a requirement of Chapter 190, *Florida Statutes*.

- 39
40 **28. What exactly is a "SERC"?**

41
42 The Statement of Estimated Regulatory Costs is actually a requirement under Sections
43 190.05 and/ 120.541(2), *Florida Statutes*, which has been incorporated into the law on
44 establishment of community development districts.

1 **29. In general terms, please summarize the economic analyses presented in the SERC.**

2
3 An understanding of the SERC requires the recognition of the scope of review and
4 evaluation for the establishment of a community development district as set out in Chapter
5 190. Section 190.002(2)(d), *Florida Statutes*, states “[t]hat the process of establishing such
6 a district pursuant to uniform general law [must] be fair and based only on factors material
7 to managing and financing the service-delivery function of the district, so that any matter
8 concerning permitting or planning of the development is not material or relevant.” Thus,
9 the scope of the economic analysis included in the SERC addresses only the establishment
10 of the proposed District, and not the planning or development of the property itself.

11
12 The economic analysis sets out the assumptions about the development within the proposed
13 district and the anticipated infrastructure to be provided by it. The analysis addresses each
14 of the potentially affected parties defined in Chapter 120, *Florida Statutes*, and evaluates
15 the impact of the proposed district on each such group.

16
17 The proposed Cresswind Deland Community Development District is a specialized unit of
18 local government. It is a special purpose unit of local government with a single objective:
19 the provision of infrastructure and services for a planned new community. Its economic
20 benefits exceed its economic cost to the Petitioner, the City, and to all subsequent purchasers
21 and landowners of the community - in short, to all affected parties.

22
23 Once the proposed District is established, there are no direct costs to the City. While the
24 proposed District will provide certain reports and budgets to the City for its discretionary
25 review, there are no requirements that either incur any obligations or expense associated
26 with its review. In addition, to the extent the proposed District utilizes the services of the
27 Property Appraiser or Tax Collector under the provisions of Chapter 197, *Florida Statutes*,
28 to collect its assessments, the proposed District must pay the costs associated with those
29 services.

30
31 It is important to note that under Chapter 190, the debt of the proposed District cannot
32 become the debt of the City or the State of Florida. Since the proposed District will be an
33 independent unit of government and issue its own bonds, the proposed District will not have
34 any effect on the bonding capacity of the City or the State of Florida.

35
36 **30. Please describe briefly the data and methodology used in preparing the SERC and**
37 **related analyses.**

38
39 The data for the analysis came from the landowner, other experts working on the Petition,
40 and from the Petition itself. The methodology utilized is the standard economic impact
41 assessment.

42
43 **31. From an economic and financial perspective, do you have an opinion regarding the**
44 **financial viability and feasibility of the proposed District?**
45

1 Yes, I do.

2
3 **32. What is that opinion?**
4

5 In my opinion, based on my experience with other districts, the proposed Cresswind Deland
6 Community Development District is expected to be financially viable and feasible.
7

8 **33. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida***
9 ***Statutes*?**
10

11 Yes.

12
13 **34. From an economic and financial perspective, do you have an opinion as to whether the**
14 **proposed District is inconsistent with the State Comprehensive Plan from an economic**
15 **perspective?**
16

17 Yes.

18
19 **35. What is that opinion?**
20

21 It is my opinion the proposed Cresswind Deland Community Development District is not
22 inconsistent with any applicable element or portion of the state comprehensive plan.
23

24 **36. What is the basis for your opinion?**
25

26 I have reviewed, from an economic and financial perspective, the State Comprehensive
27 Plan, particularly those portions that relate to community development districts. The State
28 of Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) "provides long-range policy
29 guidance for the orderly social, economic, and physical growth of the state." From an
30 economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State
31 Comprehensive Plan are relevant to the establishment of a CDD.
32

33 Subject 15, titled Land Use, recognizes the importance of locating development in areas that
34 have the fiscal abilities and service capacity to accommodate growth. It is relevant because
35 CDDs are designed to provide infrastructure services and facilities in a fiscally responsible
36 manner to the areas that can accommodate development. The establishment of the District
37 will not be inconsistent with this goal because the District will have the fiscal capability to
38 provide the specified services and facilities within its boundaries.
39

40 Subject 17, titled Public Facilities, relates to (i) protecting investments in existing public
41 facilities; (ii) providing financing for new facilities, (iii) allocating the costs of new public
42 facilities on the basis of the benefits received by future residents; (iv) implementing
43 innovative but fiscally sound techniques for financing public facilities; and (v) identifying
44 and using stable revenue sources for financing public facilities. The establishment of the
45 District will further these State Comprehensive Plan Goals and Policies.

1
2 Subject 20, titled Governmental Efficiency, provides that governments shall economically
3 and efficiently provide the amount and quality of services required by the public. The
4 proposed District will be consistent with this element because the proposed District will
5 continue to:
6

- 7 (i) cooperate with other levels of Florida government;
8
9 (ii) be established under uniform general law standards as specified in Chapter
10 190, *Florida Statutes*;
11
12 (iii) be professionally managed, financed, and governed by those whose property
13 directly receives the benefits;
14
15 (iv) not burden the general taxpayer with costs for services or facilities inside the
16 Cresswind Deland Community Development District; and
17
18 (v) plan and implement cost efficient solutions for the required public
19 infrastructure and assure delivery of selected services to residents.
20

21 Subject 25, titled Plan Implementation, calls for systematic planning capabilities to be
22 integrated into all levels of government throughout the state, with particular emphasis on
23 improving intergovernmental coordination and maximizing citizen involvement. The
24 proposed District is consistent with this element of the State Comprehensive Plan.
25

- 26 **37. Based on your work with districts and from an economic and financial perspective, do**
27 **you have an opinion as to whether the area of land that is proposed to be included**
28 **within the proposed District is of sufficient size, sufficient compactness, and sufficient**
29 **contiguity to be developable as one functional interrelated community?**
30

31 Yes.

- 32
33 **38. What is your opinion?**
34

35 Based on my previous experience, the proposed District is of sufficient size, compactness,
36 and contiguity to be developed as a functional interrelated community.
37

- 38 **39. What is the basis for your opinion?**
39

40 The project is compact with land use typical of a planned community. The development of
41 the land has been planned to be a functional interrelated community making the most
42 efficient use of public funds available
43

- 44 **40. From a financial perspective, do you have an opinion as to whether the proposed**
45 **Cresswind Deland Community Development District is the best alternative available**
46 **for providing the proposed community development services and facilities to the area**

1 to be served?

2
3 Yes.

4
5 **41. What is your opinion?**
6

7 The proposed District is the best alternative to provide community development facilities to
8 the area to be served. This is true for the landowners and the governmental entities for the
9 following reasons.

10
11 From the perspective of current and future property owners within the District, the District
12 is the best alternative for providing community facilities, infrastructure, and services. The
13 land development envisioned for the area within the District boundaries will require
14 substantial provision of infrastructure, facilities and services. The CDD is an alternative
15 method to provide these necessary services. The CDD can access the tax-exempt public
16 capital markets and thereby fund these facilities and services at a lower cost than the
17 alternative of developer funding. Furthermore, unlike a property owners association
18 ("POA"), the CDD has the power to assess property and collect those assessments along
19 with other property taxes. Therefore, a CDD can fund large capital improvement programs
20 that a POA cannot.

21
22 With regard to the operations and maintenance of community facilities and services the
23 CDD is also the best alternative. The CDD is preferable to a POA to future landowners for
24 the following reasons. First, unlike a POA, the CDD collects funds for operations and
25 maintenance directly from assessments collected along with all other property taxes, which
26 is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and
27 it must hold its meetings in the sunshine and bid out its contracts where required by law. A
28 CDD provides control to the landowners much sooner in time than a POA. A CDD is
29 focused on providing the community with services, facilities, and their maintenance in a
30 way the general-purpose government, with its competing interests and broad
31 responsibilities, is not. This level of local control serves the best interests of property
32 owners in the CDD.

33
34 From the perspective of the State of Florida, the City, and the Water Management District,
35 a CDD is the best alternative for providing community facilities and their operations and
36 maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD
37 is a more powerful and more responsive organization for providing and maintaining
38 infrastructure and services. This is why the St. Johns River Water Management District has
39 expressed a preference for CDD maintenance of critical stormwater facilities as evidenced
40 in the letter attached to my testimony as **Exhibit A**. Second, without a CDD the City may
41 have to assume greater responsibility for construction, operations, and maintenance of
42 community facilities and services. Even if the City formed a dependent district to provide
43 community facilities and services to the area to be served by the CDD, and charged
44 appropriately for these services, the City would be enmeshed in the responsibilities and in
45 the management of those facilities. Furthermore, without a CDD the City cannot be assured

1 that only residents of the area to be served by the CDD would bear the full costs of the
2 needed facilities and services.

3
4 In short, the CDD provides the ability to redevelop the lands within the District with public
5 infrastructure, services and additional improvements which are in excess of those obtained
6 in the normative development process without requiring the financial or managerial
7 obligations by the City to invest in the enhancement of the property. These valuable
8 improvements and services will help the underlying real estate project enhance the tax base
9 of the City. This is further evidenced by the recent RCLCO study attached here as **Exhibit**
10 **B.** RCLCO found that the majority of the top selling planned communities nationwide
11 utilized some form of land secured special district. In Florida, the vast majority of planned
12 communities use special district financing for infrastructure (numbers 1, 2, 5, both 10t's,
13 18, 31, 34, 41 and 43 on the national list).

- 14
15 **42. So, is it your opinion, based on your personal experience and examples such as the**
16 **RCLCO study discussed above, that the implementation of a CDD would enhance the**
17 **City's tax base sooner and better than if the real estate project we implemented**
18 **without a CDD?**

19
20 Yes, it is.

- 21
22 **43. From an economic and financial perspective, do you have an opinion as to whether the**
23 **services and facilities to be provided by the proposed Cresswind Deland Community**
24 **Development District will be incompatible with the uses and existing local and regional**
25 **facilities and services?**

26
27 Yes.

- 28
29 **44. What is your opinion?**

30
31 The proposed Cresswind Deland Community Development District covers approximately
32 318.4 acres of land. The configuration of the land is sufficiently compact and contiguous.
33 As such, it will not create any economic disincentives to the provision of the infrastructure
34 facilities contemplated in this case.

35
36 Given the scope and expected cost of facilities to be provided, 318.4 acres for a residential
37 development provides a sufficient economic base to absorb the debt costs and annual
38 operating costs for district administration and to efficiently apportion the cost of
39 improvements.

- 40
41 **45. From an economic and financial perspective, do you have an opinion as to whether the**
42 **area that will be served by the proposed Cresswind Deland Community Development**
43 **District is amenable to separate special district government?**

44
45 Yes.

1
2
3
4
5
6
7
8
9
10
11
12
13
14

46. What is your opinion and its basis?

It is my opinion that the area within the boundaries of the proposed District is amendable to a separate special district government. The lands within the proposed District's boundaries have the need for basic infrastructure.

The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore, from an economic and financial perspective, the area to be served by the proposed District is clearly amendable to separate special district governance.

47. Does this conclude your testimony?

Yes, it does.

BEFORE THE CITY COMMISSION
CITY OF DELAND, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
CRESSWIND DELAND COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Hillsborough

I, Strickland Smith, P.E., of Heidt Design, LLC., being first duly sworn, do hereby state
for my affidavit as follows:

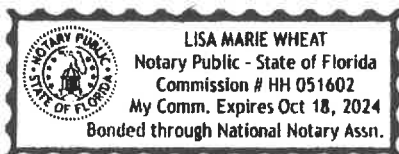
1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Strickland Smith, and I am a Principal of Heidt Design, LLC.
3. The prepared written, pre-filed testimony consisting of six (6) pages, submitted under my name to the City of DeLand, Florida, relating to the establishment of the Cresswind Deland Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work with land development projects as a professional engineer are accurately set forth in my pre-filed testimony.
6. My pre-filed testimony generally addresses the nature of the services and facilities anticipated by the proposed Cresswind Deland Community Development District.
7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

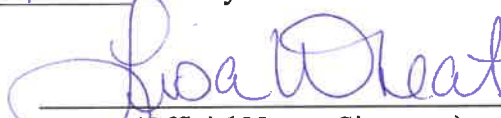
Executed this 16th day of October 2023.


Strickland Smith, P.E.

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 16 day of October 2023 by the Affiant.



[notary seal]


(Official Notary Signature)

Name: Lisa Wheat

Personally Known ☒

OR Produced Identification ☐

Type of Identification _____

1 **TESTIMONY OF STRICKLAND SMITH, P.E., FOR ESTABLISHMENT OF**
2 **CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**

3
4 **1. Please state your name and business address.**

5
6 My name is Strickland Smith, and my business address is 5904-A Hampton Oaks Parkway,
7 Tampa, Florida 33610.

8
9 **2. By whom are you employed and in what capacity?**

10
11 I am Principal at Heidt Design, LLC.

12
13 **3. How long have you held that position?**

14
15 I have held this position for nearly 2 years. Prior to holding the position of Principal, I
16 have been employed with Heidt Design, LLC since 2011.

17
18 **4. Please give your educational background, with degrees earned, major areas of study**
19 **and institutions attended.**

20
21 I have a Bachelor of Science degree in Civil Engineering from the University of Central
22 Florida with a specialization in water resources.

23
24 **5. Do you have any professional licenses, registrations, or certifications?**

25
26 Professional engineer, registered in the state of Florida, P.E. number 50652.

27
28 **6. Please summarize your previous experience as it relates to public facility design and**
29 **construction and land development and planning.**

30
31 I have been practicing site civil engineering for over 30 years. I have designed and
32 managed numerous master planned residential communities that include public roads,
33 water, sewer and drainage systems.

34
35 **7. Have you been involved in any developments of the type and nature contemplated**
36 **within the proposed Cresswind Deland Community Development District**
37 **("District")?**

38
39 I have been involved in numerous master planned communities and have served or serve
40 as CDD engineer for 6 different Community Development Districts.

41
42 **8. Are you familiar with the Petition ("Petition") filed by KH CW Deland, LLC**
43 **("Petitioner") on January 30, 2023, seeking the establishment of the proposed**
44 **District?**

45
46 Yes. I assisted the Petitioner with the preparation of some of the exhibits filed with the

Petition and reviewed others.

- 9. Are you generally familiar with the geographical area, type, and scope of development and the available services and facilities in the vicinity of the proposed District?**

Yes, I am.

- 10. Which documents did you prepare or have others prepare under your supervision?**

Exhibits 1, 2, 4, 5, and 6.

- 11. Do any of those exhibits require any change or correction?**

No.

- 12. To the best of your knowledge, are Exhibits 1, 2, 4, 5, and 6 to the Petition accurate?**

Yes, to the best of my knowledge.

- 13. In general, what do Exhibits 1, 2, 4, 5, and 6 to the Petition demonstrate?**

Exhibit 1 is a map showing the general location of the proposed District.

Exhibit 2 is the metes and bounds description of the external boundary of the proposed District.

Exhibit 4 contains a map depicting the existing major trunk water mains, sewer interceptors and outfalls within the proposed District by the land use plan element.

Exhibit 5 contains cost estimates and timetable for construction of the proposed District.

Exhibit 6 contains a map of the future general distribution, location and extent of public and private uses within the proposed District.

- 14. What capital facilities are presently expected to be provided by the District?**

Based on information provided by Petitioner and as more fully described in Petition Exhibit 5, it is expected that the District will construct and/or acquire onsite and offsite sanitary sewer, reuse water, water distribution improvements, stormwater management improvements, conservation and mitigation areas, onsite and offsite roadway improvements, landscape, hardscape, irrigation, and multi-modal trail improvements.

- 15. Based upon your training and experience as an engineer, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developed as a functional interrelated community?**

1
2 Yes.

3
4 **16. What is the basis for your opinion?**

5
6 For many reasons, the proposed District facilities can be provided in an efficient, functional
7 and integrated manner.

8
9 First, there are sufficient, significant infrastructure needs for the area within the proposed
10 District to allow development as a functionally interrelated community.

11
12 Second, the specific design of the community allows infrastructure to be provided in a cost-
13 effective manner. The land included within the proposed District area is contiguous, which
14 facilitates an efficient and effective planned development.

15
16 Third, the use of one development plan provides a contiguous and homogenous method of
17 providing services to lands throughout the District.

18
19 **17. In your opinion, you said the proposed District is sufficiently compact and contiguous**
20 **to be developable as a functionally interrelated community. Would you please explain**
21 **what you mean when stating that the proposed District is of sufficient compactness?**

22
23 The District will encompass approximately 318.4 acres, more or less, and will provide a
24 range of residential and residential-support land uses that require the necessary elements
25 of infrastructure including onsite and offsite sanitary sewer, reuse water, water distribution,
26 stormwater management system, electrical service, conservation and mitigation areas,
27 onsite and offsite roadway improvements, among other improvements. From an
28 engineering perspective, it appears the proposed District will have sufficient overall
29 residential density to require all the above-mentioned necessary elements of infrastructure
30 of a comprehensive community. These facilities and services require adequate planning,
31 design, financing, construction, and maintenance to provide the community with
32 appropriate infrastructure. The preferred method of developing land, is for the
33 development to be spatially compact. This allows the District to construct and maintain
34 improvements and provide services, in a cost-efficient manner.

35
36 **18. Can you provide an example of a service or facility and explain why a CDD is a**
37 **preferred alternative for long-term operation and maintenance?**

38
39 Yes. A good example would be a storm water management system. Both a CDD and a
40 homeowner's association are permitted to operate and maintain such systems under
41 applicable St. Johns River Water Management District ("SJRWMD") and City of DeLand
42 rules. However, SJRWMD rules generally require homeowner's associations to provide
43 more information and documentation before the SJRWMD will accept them as an
44 operation and maintenance entity. This additional information is required to ensure the
45 association has the financial, legal and administrative capability to provide for long-term
46 maintenance of the storm water management system. Such documentation generally must:

(1) indicate that the association has the power to levy assessments; (2) mandate the association will operate and maintain such systems; and (3) provide that the association cannot be dissolved until another entity is found to maintain the storm water management system.

In comparison, a CDD is a perpetual local government unit, which by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll. Thus, a CDD generally must simply provide a letter to the SJRWMD stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a homeowner's or property owner's association for operation and maintenance of a storm water management system.

19. Does the establishment of the District obviate the need for local land development regulations, ordinances or plans?

No. Section 190.004, *Florida Statutes*, provides the establishment of a CDD does not in any way impact or change the applicability of any governmental planning, environmental and land development laws, regulations, and ordinances. A CDD cannot take any action that is inconsistent with the comprehensive plan, code of ordinances or regulations of the city or county within which it is located.

20. Based on your experience, do you have an opinion as to whether the services and facilities to be provided by the proposed District will be incompatible with the capacities and uses of existing local and regional community facilities and services?

Based on the information provided to me, from an engineering perspective, it is my opinion that the proposed services and facilities of the proposed District will not be incompatible with the capacity and uses of existing local or regional community development services and facilities.

21. What is the basis for your opinion?

Currently, none of the planned infrastructure improvements the proposed District plans to provide exist on the subject property in a manner which is useful to the proposed development. Each of the elements of infrastructure for the necessary services and facilities will connect into the existing surrounding systems. The proposed master infrastructure roadway improvements will interconnect with and extend the City's roadway system. The proposed water and sewer systems will extend the existing utility systems currently operated by the City of DeLand. There will be no incompatibility issues.

22. Based on your experience, do you have an opinion as to whether the area to be included within the proposed District is amenable to being served by a separate special district government?

1 Yes. Based on the information provided to me, in my opinion, and to the best of my
2 knowledge, the area identified in the Petition is amenable to being served by a separate
3 special district government.
4

5 **23. What is the basis for your opinion?**
6

7 Based on the information provided to me, it is my understanding the development within
8 the District is amenable to be served by the proposed District, which will provide
9 infrastructure improvements, which are limited in scope. This infrastructure is expected to
10 directly benefit the development and may be adequately served by a special district
11 government. In addition, special district governance provides a mechanism whereby long-
12 term maintenance obligations can be satisfied by the persons primarily using the facilities
13 and services.
14

15 **24. Do you have an opinion, as someone experienced in land development, as to whether**
16 **the proposed District is the best alternative for delivering community services and**
17 **facilities to the areas that will be served by the proposed District?**
18

19 Yes. Based on the information provided to me, it is my opinion that the proposed District
20 is a viable and preferred alternative for providing the proposed services and facilities to the
21 land to be included within the proposed District.
22

23 **25. What are the alternatives contemplated in rendering this opinion?**
24

25 There would be two alternatives that I am aware of to the establishment of the proposed
26 District. First, the City could provide the selected facilities. They may do this to facilitate
27 economic development, accommodate new growth, and provide new services. The second
28 alternative would be for the developer or homeowner's association (HOA) to provide the
29 infrastructure using private financing.
30

31 **26. How does the proposed District compare to these alternatives?**
32

33 By comparison of the alternatives referenced above, from an engineering perspective, the
34 proposed District is the best alternative available to provide the necessary infrastructure
35 improvements. As a special-purpose "local government," the proposed District is a stable,
36 long-term public entity capable of constructing, maintaining and managing the proposed
37 elements of infrastructure of the necessary facilities and services. The limited purpose and
38 scope of the District, combined with the statutory safeguards in place, such as notice of
39 public hearings and access to district records, would ensure that the proposed District is
40 responsive to the infrastructure needs of the proposed District. The proposed District
41 would be able to obtain relatively low-cost financing to provide the necessary
42 improvements and then impose special or non-ad valorem assessments upon the property
43 owners within the District to fund the infrastructure.
44

45 Only a CDD allows for the independent financing, administration, operations and
46 maintenance of the land within the District. Only a CDD allows property owners, and

1 eventually residents, to completely control the CDD board and, therefore, the timing and
2 extent of infrastructure improvement and maintenance. Knowing when, where and how
3 infrastructure will be needed to service the projected population of an area allows for the
4 smooth delivery of those facilities. The proposed District exceeds other available
5 alternatives at focusing attention to when and where and how the next system of
6 infrastructure will be required for this specific area. This results in a full utilization of
7 existing facilities before new facilities are constructed. It reduces the delivered cost to the
8 citizens being served. The alternatives do not have all of these characteristics.

9
10 **27. Does this conclude your testimony?**

11
12 Yes, it does.

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: First Reading of Ordinance Granting a Petition to Create the Kepler Road Community Development District.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Ordinance Establishing Kepler Road CDD, Resolution denying Kepler Road CDD, Interlocal Agreement between City of Deland and Kepler Road CDD, CDD Policy Resolution 2020-58, Petition Packet - Kepler Road CDD, Kepler Road - Enhancement List, Kepler Road CDD Engineer's Report For Support, Memo Review of Kepler CDD Petition, Trinity Gardens Recorded PD, Affidavit and Pre-Filed Testimony of DM-FA (George Flint) - Kepler Road, Affidavit and Pre-Filed Testimony of Engineer (Sean Fortier - KCG Inc) - Kepler Road_Signed, Affidavit and Pre-Filed Testimony of Petitioner Representative (Tony Iorio) - Kepler Road, Affidavit and Pre-Filed Testimony of Planner (Scott Stuart - KCG Inc) - Kepler Road_Signed

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

SUMMARY/HIGHLIGHT:

Section 190.005, *Florida Statutes*, relates to the establishment of CDDs and provides for the process and considerations of the City Commission when considering whether to approve a CDD which is located within the City Limits. The enactment of this ordinance is the method of approval.

In accordance with Chapter 190 of the Florida Statutes as amended, TLC Trinity Gardens, LLC, a Florida limited liability company, has petitioned for the establishment of the Kepler Road Community Development District. A community development district (CDD) is a local, special-purpose government framework and is an alternative to municipal incorporation for managing and financing infrastructure required to support the development of a community. A CDD is a legal entity that has the power and right to enter into contracts; to own both real and personal property; adopt by-laws, rules and regulations and orders; to sue and be sued; to obtain funds by borrowing; to issue bonds; and to impose assessments and levy taxes on property within the district. These taxes and assessments pay for the construction, operation and maintenance costs of certain public facilities and services of the district, and are set annually by the governing board of the CDD. They are itemized on the property tax statement, in addition to county and other local governmental taxes and assessments as provided for by law. The petition requests approximately \$28,975,427 in financing for the funding of public infrastructure associated with the development of the Trinity Gardens residential community.

Resolution 2020-58 (attached) provides the criteria to be used in the consideration to approve the establishment of a Community Development District.

The proposed ordinance provides that the CDD will have to enter into an interlocal agreement with the City. The ordinance provides a 60 day time limit from adoption of this Ordinance for execution of the interlocal agreement, but the applicant and City plan to present the interlocal agreement together with the second reading of this Ordinance on November 20, 2023. The interlocal agreement provides for a host of specific requirements for the CDD which are consistent with the types of enhanced amenities and infrastructure maintenance responsibilities set forth in the City's CDD policy resolution. Examples of provisions in the interlocal

agreement are provisions related to the funding of improvements on Kepler Road, East Beresford Avenue extension and Blue Lake Avenue; enhanced landscaping, hardscaping and irrigation; establishment of trails and paths; a multi-use trail along the south boundary of the project adjacent to East Beresford Avenue; and a master stormwater management system; and other related requirements. Notably, the applicant proposes to build the roads with CDD funds but proposes to turn the roads over to the City and not maintain the roads in the future. The City Commission will have the opportunity to review and, if desired, require other provisions be added to the interlocal agreement. The City is not obligated to enter into any particular interlocal agreement by virtue of approving this Ordinance on first reading, and the City has complete discretion as to whether to agree upon and approve any particular terms of an interlocal agreement.

SPECIAL NOTE FROM CITY ATTORNEY - Florida law related specifically to the creation of community development districts (CDD) requires that the City hold one public hearing on the petition for the establishment of the CDD. The statute requires a specific form of notice for the hearing which must be published in the newspaper for four consecutive weeks. The Florida law related to the adoption of any ordinance adopted by a city requires, of course, two readings of the ordinance, both of which are public hearings. In this case, the second reading of the proposed ordinance establishing the CDD will be the "public hearing" for purposes of the CDD statute. This is the way the notice was published. Staff is requesting that the City Commission simply approve the ordinance on first reading without a presentation by the applicant. At second reading on November 20, the applicant will make its presentation and be entitled to its public hearing on the date that was published. The Commission will be provided with an ordinance adopting the CDD and a resolution rejecting the adoption of the CDD for the November 20 meeting. Approval of the ordinance on first reading in NO WAY binds the commission from denying the petition on second reading. Staff's concern is that if the commission were to vote no on first reading, we would not have second reading, would thusly not have the public hearing that has already been advertised in the newspaper, all of which creates a due process issue if the City Commission ultimately votes to deny the petition.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving Sense of Community, High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is minimal fiscal impact to the City related to this petition. There will be minimal annual recurring costs to the City related to the annual review of financial reports.

RECOMMENDATION:

It is recommended that the City Commission consider the petition as it relates to the adopted criteria.

BACKGROUND/DISCUSSION:

On May 12, 2022, the City Commission approved the Planned Development for Trinity Gardens. on December 19, 2022, the Commission approved the preliminary plat for 425 single-family lots, 118 townhomes and related parks and infrastructure subject to the following:

The applicant may only build 110 detached single family homes in Phase 1 and the number of detached single family homes and townhomes in Phase 2 equal to the trip generation of 133 detached single family homes, until such time as the second full access to either Blue Lake Avenue or Beresford Avenue is constructed (the Beresford Avenue connection is permissible only if the Beresford Avenue extension is completed from Blue

Lake Avenue to the Dr. Martin Luther King, Jr. Boulevard). The applicant may not build any of the lots in phase IV of the plat until the Beresford Avenue extension is constructed from Blue Lake Avenue to the Dr. Martin Luther King, Jr. Beltway and the full access connections to both Beresford Avenue and Blue Lake Avenue are constructed.

The developer, TLC Trinty Gardens, LLC, has submitted a petition to establish the Lakewood Park CDD to support the funding of the public infrastructure.

ORDINANCE NO. 2023-[__]

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA GRANTING THE PETITION OF TLC TRINITY GARDENS, LLC, FOR THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes*, as amended, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, TLC Trinity Gardens, LLC ("**Petitioner**"), as the owner of one hundred percent (100%) of the real property within and consenting to be included in the proposed District (hereinafter defined), has filed a Petition to Establish Kepler Road Community Development District ("**Petition**") with the City Commission of the City of DeLand, Florida ("**City Commission**") pursuant to Section 190.005(2)(e), *Florida Statutes*, to adopt an ordinance establishing the Kepler Road Community Development District ("**District**") pursuant to Chapter 190, *Florida Statutes* (also referred to herein as the "**Act**"); and

WHEREAS, a duly noticed public hearing has been conducted by the City Commission in accordance with the requirements and procedures of Sections 190.005(2)(b) and 190.005(2)(e), *Florida Statutes*, and any applicable requirements and procedures of the *City Charter* and *Code of Ordinances*, at which all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition; and

WHEREAS, the City Commission has considered the provisions of Resolution 2020-58 and specifically determined that the proposed district is consistent with the said Resolution; and

WHEREAS, the City Commission has determined that the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition, thereby providing a solution to the City of DeLand's ("**City**") management and financing needs for a delivery of capital infrastructure therein without overburdening the City and its taxpayers, based on the information provided in the Petition and/or the Act including, but not limited to, the following representations:

(a) That the District's stormwater system will tie into the City's stormwater system, consistent with applicable laws, regulations, and City design standards, and the District will pay all City stormwater fees; and

(b) That the City will provide water, sewer, reuse water, stormwater, and solid waste utility services to properties within the District; and

(c) That the City will retain construction permitting and inspection responsibilities regarding all improvements within the District's boundaries; and

(d) That all other powers and duties of the City exercised by the City throughout the corporate limits of the City shall be exercised within the District's boundaries unless otherwise specifically provided for herein; and

WHEREAS, the Commission finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan as set forth in Chapter 187, *Florida Statutes*, or the City's Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated development; and

WHEREAS, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

WHEREAS, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, pursuant to the information as stated above, the City Commission has decided to grant the Petition and upon the District's establishment, the City Commission finds that the District shall have those general and special powers authorized under the Act, including specifically Sections 190.011 and 190.012(2)(a), *Florida Statutes*, as further set forth herein.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

(a) The City Commission hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance and the City staff report relating to this Ordinance.

(b) The City has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION 2. GRANTING OF PETITION; CREATION AND NAME OF DISTRICT.

(a) The Petition to Establish the Kepler Road Community Development District over the real property described in Exhibit 2 of the Petition, which Petition is on file at the Office of the City Clerk of the City of DeLand, is hereby granted.

(b) There is hereby established a community development district situated entirely within the incorporated limits of the City, which District shall be known as the “Kepler Road Community Development District.”

(c) The Kepler Road Community Development District is created for the purposes set forth in Chapter 190, *Florida Statutes*, as amended.

SECTION 3. BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated herein by reference, the overall boundaries encompassing 183.926 acres, more or less. There are no parcels within the external boundaries of the District which are to be excluded from the District.

SECTION 4. INITIAL BOARD OF SUPERVISORS OF THE DISTRICT. The initial members of the Board of Supervisors of the District, all of whom are residents of the State of Florida (“**State**”) and citizens of the United States of America, shall be as follows:

Name: Anthony Iorio
Address: 605 Commonwealth Avenue, Orlando, Florida 32803

Name: Jason Lonas
Address: 605 Commonwealth Avenue, Orlando, Florida 32803

Name: Doug Beasley
Address: 605 Commonwealth Avenue, Orlando, Florida 32803

Name: Duane “Rocky” Owen
Address: 5585 Alligator Lake Road, St. Cloud, Florida 34772

Name: Thomas Franklin, Sr.
Address: 1818 Admiral Court, Kissimmee, Florida 34744

SECTION 5. CHARTER AND POWERS OF THE DISTRICT.

(a) The powers and functions of the District are described in Chapter 190, *Florida Statutes*, as may be amended from time to time. The Charter of the District shall be as set forth in the Act, as created by general law.

(b) Based on the findings made, and actions taken herein, the City Commission hereby further consents to the District's exercise of special powers described in 190.012(2)(a), *Florida Statutes*.

SECTION 6. BONDS ISSUED BY THE DISTRICT; EFFECT OF BONDS; NOT CITY PLEDGE.

(a) Bonds issued by the District shall be validated as provided for in the Act.

(b) No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation of the City.

(c) By enacting this Ordinance, the City shall not be deemed in any respect, under any theory of law whatsoever, to have pledged the ad valorem taxation powers of the City or any other taxing power of the City, directly or indirectly, for the benefit of the District.

SECTION 7. SAVINGS. The prior actions of the City relating to the planning and development matters and actions of the City, as well as any and all related matters, are hereby ratified and affirmed.

SECTION 8. CONFLICTS. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

SECTION 9. 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 10. NON-CODIFICATION; CORRECTION OF SCRIVENER'S ERRORS.

(a) The provisions of this Ordinance shall not become and be made a part of the *Code of Ordinances of the City of DeLand*.

(b) 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 that do not affect the substantial provisions of this Ordinance.

[SIGNATURE PAGE TO FOLLOW]

SECTION 11. EFFECTIVE DATE.

- (a) This ordinance shall take effect immediately upon adoption.
- (b) The effect of this Ordinance shall lapse if an interlocal agreement between the City and the District is not entered and recorded in the Official Records of Volusia County (Land Records) within 60 days of the enactment of this Ordinance.

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

**CITY COMMISSION OF THE CITY OF
DELAND**

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk – Auditor

Passed on first reading: _____, 2023.
Adopted on second reading: _____, 2023,

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

EXHIBIT A:
Legal Description of the
Kepler Road Community Development District

PARCEL 1:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

Being more particularly described as follows:

BEGIN at the Southwest corner of the Southeast 1/4 of Section 14, Township 17 South, Range 30 East Volusia County, Florida, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet: thence from a tangent bearing of South 89 degrees 32 minutes 15 seconds West run Westerly 207.55 feet along the arc of said curve through a central angle of 09 degrees 19 minutes 36 seconds to the end of said curve; thence North 81 degrees 09 minutes 12 seconds West 637.04 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 3050.00 feet; thence from a tangent bearing of North 81 degrees 08 minutes 08 seconds West run Westerly 506.97 feet along the arc of said curve through a central angle of

09 degrees 31 minutes 25 seconds to the end of said curve; thence South 89 degrees 19 minutes 34 seconds West 1211.37 feet to a point on the East right of way line of South Blue Lake Avenue per Deed Book 306, Page 251 of the Public Records of Volusia County, Florida and Volusia County right of way map Project 1358; thence North 01 degrees 03 minutes 38 seconds West 481.81 feet along said right of way line to a point on the North boundary of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence South 89 degrees 06 minutes 10 seconds West 100.00 feet along said right of way line and said North boundary to a point on the West boundary of said Southwest 1/4 of said Section 14; thence North 01 degrees 03 minutes 38 seconds West 646.42 feet along said right of way line and said West boundary to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence North 88 degrees 52 minutes 47 seconds East 1326.35 feet along said right of way line and the North boundary of said Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 00 degrees 59 minutes 38 seconds West 1303.17 feet along the West boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 26 minutes 03 seconds East 663.96 feet along the North boundary of said Southwest 1/4 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence South 00 degrees 57 minutes 39 seconds East 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence North 88 degrees 39 minutes 25 seconds East 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 42 minutes 33 seconds East 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 00 degrees 56 minutes 00 seconds West 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; thence North 88 degrees 26 minutes 21 seconds East 667.04 feet along said North boundary of said Southeast 1/4 to the Northeast corner of the East 1/2 of said Northwest 1/4 of the Southeast 1/4; thence South 00 degrees 56 minutes 16 seconds East 1326.08 feet along the East boundary of said East 1/2 of the Northwest 1/4 of the Southeast 1/4 to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 88 degrees 58 minutes 45 seconds East 592.01 feet along the North boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of West Volusia Beltline (Kepler Avenue) as recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet: thence from a tangent bearing of South 00 degrees 13 minutes 16 seconds East run Southerly 67.02 feet along the arc of said curve and said West right of way line through a central angle of 00 degrees 59 minutes 05 seconds to the end of said curve; thence South 00 degrees 13 minutes 16 seconds East 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence South 89 degrees 46 minutes 43 seconds West 300.00 feet along the North

boundary of said lands to the Northwest corner of said lands; ; thence South 00 degrees 13 minutes 16 seconds East 307.91 feet along the West boundary of said lands to the Southwest corner of said lands; thence North 89 degrees 31 minutes 01 seconds East 300.00 feet along the South boundary of said lands to the Southeast corner of said lands and a point on the aforesaid West right of way line; thence South 00 degrees 13 minutes 16 seconds East 64.56 feet along said right of way line; thence South 00 degrees 14 minutes 26 seconds East 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence South 89 degrees 31 minutes 09 seconds West 1691.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and Recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the boundary of said parcel of land the following 7 courses and distances: thence North 00 degrees 54 minutes 31 seconds West 373.75 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence North 00 degrees 54 minutes 31 seconds West 335.00 feet; thence South 89 degrees 05 minutes 29 seconds West 290.00 feet; thence South 00 degrees 54 minutes 31 seconds East 335.00 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence South 00 degrees 54 minutes 31 seconds East 373.19 feet to a point on said South boundary of the Southeast 1/4; thence South 89 degrees 31 minutes 09 seconds West 141.01 feet along said South boundary to the Point of Beginning.

CONTAINING: 183.926 acres, more or less.

RESOLUTION NO. 2023-XXXX

RESOLUTION DENYING THE PETITION OF TLC TRINITY GARDENS, LLC FOR THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Chapter 190, *Florida Statutes*, as amended, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, TLC TRINITY GARDENS, LLC, a Florida limited liability company, filed a petition on November 7, 2022, which Petition is on file at the Office of the City Clerk (the “Petition”), for the establishment of the Kepler Road Community Development District (the “District”) and has paid the required fee to the City of DeLand, Florida; and

WHEREAS, a public hearing has been conducted by the City Commission of the City of DeLand on November 6, 2023, and November 20, 2023, in accordance with the requirements and procedures of Section 190.005, *Florida Statutes*, and any applicable requirements and procedures of the *City Charter* and *Code of Ordinances*; and

WHEREAS, the City Commission of the City of DeLand has, further, considered the provisions of City Resolution Number 20-58 and finds that the creation of the District does not meet the policy considerations of the City as set forth in said Resolution; and

WHEREAS, the City Commission of the City of DeLand has balanced the benefits deriving in the public interest of all of the citizens of the City with those that may inure to the District under the powers vested by controlling State law in the District; and

WHEREAS, the City Commission of the City of DeLand has determined that the establishment of the District is not in the best interest of the public health, safety and public welfare of the citizens of the City of DeLand.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the preamble to this Resolution and the City staff report relating to this Resolution.

(b). The provisions of this Resolution are adopted pursuant to the statutory and constitutional home rule powers of the City and other controlling law.

Section 2. Denial of Petition. The Petition to establish the Kepler Road Community Development District over the real property described in the Petition is hereby denied.

Section 3. Severability. If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELAND, FLORIDA AND
THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE
EXERCISE OF POWERS AND COOPERATION ON PROVIDING
ADDITIONAL DISCLOSURE AND NOTICES**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”), dated as of this ____ day of _____, 2023, is entered into by and between the City of DeLand, Florida (the “City”), a municipal corporation of the State of Florida and the Kepler Road Community Development District (the “District”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*. The addresses of the parties are set forth below.

RECITALS:

WHEREAS, on November 6, 2023, and November 20, 2023, the City Commission enacted Ordinance Number 2023-____ (the “Ordinance”) establishing the Kepler Road Community Development District (the “District”) subject to this Interlocal Agreement being entered by the parties within 60 days of the enactment of the Ordinance; and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance (the “Property”); and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to Chapter 190, *Florida Statutes*, and is limited to the performance of those specialized functions authorized by Chapter 190, *Florida Statutes*, and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in Chapter 190, *Florida Statutes*, and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is presently authorized to construct, acquire, and maintain certain infrastructure improvements and services set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with Chapter 190, *Florida Statutes*, the City has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational uses, all as authorized and described by Section 190.012(2), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in order to effectuate the terms of the Ordinance, this Interlocal Agreement between the City and the District is entered into to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District’s boundaries, (ii)

provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, this Interlocal Agreement has been approved by the District Board; and

WHEREAS, it is in the mutual interest of the City and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “*Florida Interlocal Cooperation Act of 1969*”, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the City and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the City and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

ARTICLE I – INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the *Florida Interlocal Cooperation Act of 1969* and Chapter 190, *Florida Statutes*, and other applicable controlling provisions of law.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or officials of the City and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument. Further, by execution of this

Interlocal Agreement, the District ratifies and affirms, as true and correct, all statements made in the Petition filed with the City seeking the establishment of the District.

Section 1.04. Definitions.

(a). The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

(1). “Dedicate” or any derivative use of the word that may be used shall mean conveyance of real property in order to vest title to real property in a manner satisfactory to the City Attorney.

(2). “District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

(3). “Capital Assessments” means and refers to the terms “Benefit Special Assessments” and “Special Assessments”, as set forth and described in Subsection 190.021(2), *Florida Statutes*, and Section 190.022, *Florida Statutes*, respectively, levied for the purpose of repaying bonded indebtedness (and related expenses) to finance District improvements as implemented in accordance with controlling law, and expressly excludes special assessments levied for the purpose of operation and maintenance.

(4). “Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate tax parcel identification number assigned by the Property Appraiser of Volusia County or Tax Collector of Volusia County.

(b). Additionally, the definitions of Section 334.03, *Florida Statutes*, and the definitions of the *DeLand City Code* shall be applicable in the interpretation and interpretation of this Interlocal Agreement.

ARTICLE II - DISTRICT PUBLIC INFRASTRUCTURE AND FACILITY OBLIGATIONS

Section 2.01. District Public Infrastructure And Facility Obligations.

(a). Without the City releasing any obligation of any developer with regard to the Property within the District or the obligations of the District in any manner whatsoever and with the City retaining all powers and control as to all such developers under all development orders and permits, as well as any general law, the District shall ensure that all public infrastructure and facilities required in accordance with the rezoning approved by the City on May 16, 2022 pursuant to Ordinance 2022-10 (the “Planned Development Agreement”) and which is permitted to be funded by the CDD pursuant to the Ordinance and this Interlocal Agreement, is funded and provided for when permitted by applicable law and as detailed in the Petition.

(b). The following elements of infrastructure and facilities shall be provided by the District at its sole cost, or shall be caused by the District to be provided, without cost to the City:

(1). *Public Roads*. The financing, funding, and completion of all project required roads in accordance with Sections L and M of the Planned Development Agreement. With regard to roadways, the District recognizes that controlling Florida law does not allow public roads to be gated.

(2). *Multimodal Trail Segment*. The financing, funding, and completion of the required multimodal trail in accordance with Section O.1.b. of the Planned Development Agreement. Consistent with the requirements of the Planned Development Agreement, the operation, ownership, and maintenance of the multimodal trail referenced herein shall be dedicated to the City.

(3). *Buffers*. A landscape buffer, no less than 30 feet in depth, along all project boundaries, which shall be maintained in accordance with City requirements by the District and/or homeowners association (“HOA”).

(4). *Landscaping, Trail Network, and Other Park Amenities*. The installation and maintenance of enhanced entry landscape features with an extensive internal trail network, as provided in Section O.1.a. of the Planned Development Agreement, leading to interconnected neighborhood parks, including but not limited to a community park, in accordance with Section O.1.d. of the Planned Development Agreement, green spaces, street trees, tree preservation areas, common areas and amenities all within walking distance from the residences and all accomplished in accordance with and subject to City review and approval. The completion, operation, ownership, and maintenance of the enhanced neighborhood amenities referenced in this section shall be consistent with the requirements of the Planned Development Agreement and provided by the District or HOA, except the operation, ownership, and maintenance of the community park and mulch trail network shall be provided by the District.

(5). *Environmental Considerations*. Ensuring and maintaining compliance with the required environmental considerations in Section I of the Planned Development Agreement including, but not limited to, compliance with City environmental standards as well as compliance with tree preservation, analysis, and mitigation.

(6). *Low Impact Development (LID)*. The installation and maintenance of all LID elements in accordance with Section O.1.e. of the Planned Development Agreement.

(7). *Public Access*. The District agrees any parks, trails, recreational amenities, and/or facilities associated therewith provided in this Section 2.01 which are financed, operated, and/or maintained by the District, shall be open to the public and the District shall not impose fees, rates, rentals, or other charges to non-resident members of the public for such access.

(8). *Development Consistent with Planned Development*. Without limiting the foregoing or any other legal obligation in any way, at a minimum, ensure compliance with, and adherence to, the standards of development set forth in the Planned Development Agreement, approved by the City on May 16, 2022, pursuant

to Ordinance 2022-10, which provides, among other things, for extensive improvements and services for the benefit of the public.

(c). The District irrevocably agrees that the commitments made herein are not subject to the provisions of Section 70.45, *Florida Statutes*, relating to governmental exactions, or any similar law or legal theory of a similar nature in any respect. Further, the District agrees that the City is not responsible for the construction or creation of public facilities or capacity in order to facilitate the development of the Property, except as otherwise agreed to or provided in the Planned Development Agreement. The District agrees to the granting of any and all utility easements to the City which the City deems necessary to serve the Property with public utilities and to provide for interconnectivity of amenities and facilities as may be determined to be in the public interest by the City. In addition to the above declarations relative to the dedication of easements to the City, the District agrees that the City has shown an essential nexus between a legitimate City interest and the conditions imposed herein. Further, the District agrees that the City has established that all proposed conditions are roughly proportional to the impacts of the development upon the public problems addressed herein based upon an individualized determination that the required dedication/commitment is related in both nature and extent to the impacts of the proposed development.

(d). With regard to the retention of maintenance responsibilities and the costs relating thereto, if the District determines to enter an agreement with a homeowners or property owners association which transfers maintenance responsibility to the association or a series of associations, the City shall have the right to review and approve any such agreement and ensure that the financial obligations of the City are not expanded in any way or the rights of the City reduced unless the City agrees specifically in writing, in a document of equal dignity herewith, to the contrary.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01. Enhanced Disclosure of District and Assessments.

(a). In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, *Florida Statutes*, the District hereby agrees to have executed and filed in the Official Records of Volusia County a “Notice of Lien,” (or similar notice) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of the Property of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens shall run with the land.

(b). The Notice of Lien referred to in Section 3.01(a) above supplements the following notices that shall also be placed on the Property in the Official Records of Volusia County: (i) the Notice of Establishment of the District, the (ii) Disclosure of Public Financing, and (iii) this Interlocal Agreement.

Section 3.02. Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Subsection 190.008(2)(a), *Florida Statutes*, the District hereby agrees to publish in a newspaper that meets the requirements of Section 189.015, *Florida Statutes*, once a year a notice of the District’s adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year (“District Meeting Schedule”), which notice shall

designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the City by mail to the addresses for notices set forth herein as well as posting the meeting schedule online on the District's website as noted herein.

Section 3.03. District Website Information. The District shall establish a website and provide information as required by Subsection 189.015(1), and Sections 189.016 and 189.069, *Florida Statutes*, and any other pertinent controlling law.

Section 3.04. Notice of Annual Budget Hearing. In addition to the statutory notice requirement set forth in Subsection 190.008(2)(a), *Florida Statutes*, upon request by the Volusia County Property Appraiser ("Property Appraiser") and/or Volusia County Tax Collector ("Tax Collector"), the District hereby agrees to work in cooperation with the Property Appraiser and Tax Collector, as those offices may require, to have notice of the date, time and places of the annual budget hearing placed on the TRIM Notice sent to each landowner in the District. In the event of any increase to assessments, each affected landowner will get notice of the proposed increase and date, place and time of public hearing to consider such increase as provided under Florida Statute. The District shall also post budget information on its website, as noted in Section 3.03 above.

ARTICLE IV - NO ASSESSMENT OF CITY PROPERTY

Section 4.01. Exemption of City Property. The District shall not impose, levy, certify or otherwise seek to encumber or assess City owned property with regard to special assessments, non-ad valorem assessments, maintenance assessments or taxes, fees, or charges of any type or nature whatsoever. This exemption applies to property which is owned at the present time or becomes owned by the City at a later time and regardless of, or to, which use or uses the property is put.

ARTICLE V - CAPITAL ASSESSMENTS

Section 5.01. Imposition of Capital Assessments. The District may impose Capital Assessments upon Parcels located within the Property, as defined, for the purpose of repaying bonded indebtedness (and related expenses) to finance the improvements that are being made within the property by the District as implemented in accordance with controlling law.

Section 5.02. Budget. The City has received data and other evidence relative to the improvements to be made within the District's Property as set forth herein and, to the extent that the City can reasonably determine based upon an analysis of the information received, but without any obligation to ensure that all data and evidence is true and correct or to certify such estimates as precisely accurate, has made a good faith conclusion that the financial needs and estimated budgetary plans of the District are reasonable.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage

prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the City:

Michael Pleus, ICMA-CM
City Manager
City Hall
120 South Florida Avenue
DeLand, Florida 32720

With a copy to:

Darren J. Elkind, Esquire
City Attorney
142 East New York Avenue
DeLand, Florida 32724

If to the District:

District Manager
Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

With Copy to:
Sarah R. Sandy
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

Section 6.02. Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

Section 6.03. Filing. The City Commission and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Volusia County, Florida, in accordance with the requirements of Subsection 163.01(11), *Florida Statutes*.

Section 6.04. Applicable Law and Venue/Public Records.

(a). This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida.

(b). In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Volusia County, Florida. In the event of a

dispute arising between the parties, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies. The District agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the City had knowledge and failed to present during the alternative dispute resolution procedures. In the event that the City's procedures are exhausted, and a suit is filed, or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through mediation. Mediator selection and the procedures to be employed in mediation shall be mutually acceptable to the parties. Costs of mediation shall be shared equally among the parties.

(c). The parties agree to comply with the law of the State of Florida relating to public records.

(d). **IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JULIE A. HENNESSY, MMC, CITY CLERK - AUDITOR, MMC, (386-626-7132, HENNESSY@DELAND.ORG, CITY HALL, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720).**

Section 6.05. Entire Agreement; Integration; Amendments and Waivers; Implied Amendments.

(a). This instrument and its exhibits constitute the entire integrated agreement by and between the parties and supersedes any and all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Interlocal Agreement.

(b). All prior discussions and negotiations by and between the parties are integrated into this Interlocal Agreement.

(c). Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment arising out of a document of equal dignity herewith.

(d). If material changes in Chapters 189 and 190, *Florida Statutes*, or any other controlling Florida Law are deemed by a party to automatically amend this Interlocal Agreement; then, in that event, if a party believes that such is the case, then that party shall, within 5 days, notify the other party of such belief and the rights of the parties to dispute such matter are preserved.

Section 6.06. Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the

proceedings related thereto ineffective; provided, however, that the District must comply with any applicable additional notice requirement set forth in Section 3.03 hereof prior to its annual operations and maintenance budget being effective. The City's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 6.07. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its recording with the Clerk of the Circuit Court of Volusia County, Florida to become a part of the title history of properties in the District. This Interlocal Agreement shall also be recorded in the public records of the City.

Section 6.08. Third Party Beneficiaries. Neither this Interlocal Agreement, or any part or provision thereof, this Interlocal Agreement, creates any rights in any third party or any relationship with any third party and this Interlocal Agreement is meant and intended to be solely for the benefit of the District and the City although the City has undertaken efforts to benefit the general public as a whole in taking the actions set forth herein.

Section 6.09. Construction. This Interlocal Agreement arises out of bona fide and good faith arms-length negotiations by and between the parties and, regardless of which party drafted this Interlocal Agreement, or any part or provision thereof, no part or provision of this Interlocal Agreement, nor the Interlocal Agreement as a whole, shall be construed or interpreted against a party for being the drafted of this Interlocal Agreement or any part or provision of this Interlocal Agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

**KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chair – Board of Supervisors

ATTEST:

Name: _____
Title: Secretary

APPROVED AS TO FORM AND LEGALITY:

Sarah R. Sandy, District Counsel

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ and _____, as Chair of the Board of Supervisors and Secretary, respectively, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____. Sworn and subscribed before me, by said persons by means of ☐ physical presence or ☐ online notarization on the ____ day of _____, 2023, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

(Affix Notary Seal)

Notary Public: State of Florida
Print Name: _____

[ADDITIONAL SIGNATURE PAGE IMMEDIATELY FOLLOWS]

CITY OF DELAND

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ and _____, as Mayor and City Manager of the City of DeLand, respectively, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____. Sworn and subscribed before me, by said persons by means of ☐ physical presence or ☐ online notarization on the ____ day of _____, 2023, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

(Affix Notary Seal)

Notary Public: State of Florida
Print Name: _____

RESOLUTION NO. 2020 - 58

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
ESTABLISHING POLICIES PERTAINING TO THE CONSIDERATIONS
RELATING TO THE POTENTIAL CREATION OF COMMUNITY
DEVELOPMENT DISTRICTS; AND PROVIDING FOR IMPLEMENTING
ADMINISTRATIVE ACTIONS, A SAVINGS PROVISION, CONFLICTS,
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Chapter 190, *Florida Statutes*, was enacted in 1980 and pertains to community development districts (CDDs) which are classified under the structure of Florida governmental as independent special districts; and

WHEREAS, Section 189.012, *Florida Statutes*, defines an independent special district to mean a special district that:

- (1) Is not identical to that of the governing body of a single county or a single municipality.
- (2) In which all members of its governing body are not appointed by the governing body of a single county or a single municipality.
- (3) During their unexpired terms, members of the special district's governing body are not subject to removal at will by the governing body of a single county or a single municipality.
- (4) The district's budget that requires approval through an affirmative vote or cannot be vetoed by the governing body of a single county or a single municipality.

; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, CDDs are classified under the structure of Florida governmental as independent special districts; and

WHEREAS, when enacting Chapter 190, *Florida Statutes*, the Florida Legislature, while authorizing the creation and operation of CDDs in accordance with an array of requirements, made the following findings relative to CDDs in Section 190.002, *Florida Statutes*, that:

- (1) There is a need for uniform, focused, and fair procedures in State law to provide a reasonable alternative for the establishment, power, operation and duration of independent districts to manage and finance basic community development services.
- (2) That, based upon a proper and fair determination of applicable facts, the creation of an independent district can constitute a timely, efficient,

effective, responsive and economic way to deliver basic services to the public.

(3) That CDDs are a method of providing 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.

(4) That it is in the public interest that any independent special district created not outlive its usefulness and that the operation of such a district and the exercise by the district of its powers be consistent with applicable due process, disclosure, accountability, ethics, and government-in-the-sunshine requirements which apply both to governmental entities and to their elected and appointed officials.

(5) That it is in the public interest that long-range planning, management, and financing and long-term maintenance, upkeep and operation of basic services for CDDs be under one coordinated entity.

(6) That it is in the policy of the State that the needless and indiscriminate proliferation, duplication, and fragmentation of local general-purpose government services by independent special districts is not in the public interest.

(7) That independent special districts are a legitimate alternative method available for use by the private and public sectors, as authorized by State law, to manage and finance basic services for community developments.

(8) That the exercise by any independent special district of its powers shall comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the independent special district, to ensure that neither the establishment nor operation of an independent special district results in the vesting of any zoning or permitting powers governing development.

(9) 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.

(10) That no debt or obligation of a district constitute a burden on any local general-purpose government without its consent.

; and

WHEREAS, it is generally asserted that CDDs provide a key advantage for developers in that they do not incur the burden of funding infrastructure upfront while providing a major benefit to home buyers who enjoy lower initial property prices resulting from deferred infrastructure costs, while property values rise; and

WHEREAS, it is also asserted that CDDs allow residents, rather than developers, to retain control over the services, facilities, and overall direction of their community as a CDD while having immediate access to maintenance, rather than going through a general purpose local thereby providing high levels of public facilities and services managed and financed through self-imposed fees and assessments under the direction of a board of supervisors which is able to determine the type, quality and expense of CDD facilities and services; and

WHEREAS, it is also asserted that CDDs provide other savings as a result of CDDs being subject to the same laws and regulations that apply to other government entities in that CDDs are able to borrow money to finance its facilities at lower, tax-exempt, interest rates which are the same available to cities and counties; and

WHEREAS, Section 190.005, *Florida Statutes*, relating to the establishment of CDDs provides for the process and considerations of the City Commission when considering whether to approve a CDD which is located within the City Limits of the City of DeLand; and

WHEREAS, the City Commission of the City of DeLand takes very seriously the decision as to whether or not to approve a CDD in view of the public concerns and issues relating to the creation of such an independent special district; and

WHEREAS, although there have been about 600 CDDs created in the State of Florida, the City Commission of the City of DeLand that any approval of the creation of a CDD within the City Limits of the City of DeLand be in the best interest of the public health, safety and public welfare of the citizens of the City of DeLand; and

WHEREAS, the City Commission of the City of DeLand is cognizant of the July 2014 report published by the LeRoy Collins Institute which found, among other things, that:

- (1) About 40% of the 575 Florida CDDs evaluated at that time were experiencing some degree of financial or fiscal distress.
- (2) Financial declines of CDDs appear to be more severe compared to other types of special districts.
- (3) The difficulties of many CDDs may flow from the 2008 decline of the real estate market, although some were experiencing problems prior to that decline.
- (4) CDDs established between 2003 and 2007 were most likely to be in financial distress.
- (5) CDD foreclosures and developer defaults appear to represent uncharted territory for Florida courts, as seen by contradictory treatment in recent cases, which may complicate efforts to improve this system of local government.
- (6) There is a lack of uniformity among State officials and agencies regarding the definition of financial distress, and its implications.

(7) Seven different arms of the state possess some role of oversight or monitoring over CDDs, but no single agency has meaningful authority to respond.

(8) Legislative retooling for CDDs does not appear to be a high priority for elected officials, but should be on the radar of Floridians because there could be tax, assessment, infrastructure, and service implications of any legislation.

(9) Current accountability issues mirror the findings of 1995 Office of Program Policy Analysis and Government Accountability (OPPAGA) review.

; and

WHEREAS, the City Commission of the City of DeLand finds that the adoption of this Resolution and the policies set forth herein are in the best interest of the public health, safety and public welfare of the citizens of DeLand at large and is consistent with the City of DeLand's *Comprehensive Plan* and *Code of Ordinances*.

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the preamble to this Resolution.

(b) The provisions of this Resolution are adopted pursuant to the statutory and constitutional home rule powers of the City and other controlling law.

(c) The City has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.

Section 2. Considerations Relating to Approvals of Community Development Districts.

(a) The City of DeLand hereby adopts the following policies relating to the matters which should be considered when making a determination under the provisions of Section 190.005, *Florida Statutes*, relating to the establishment of CDDs:

(1) All matters required to be considered by controlling State law as follows:

(i) Whether all statements contained within the petition for approval of the CDD have been found to be true and correct.

(ii) Whether the establishment of the CDD is inconsistent with any applicable element or portion of the *State Comprehensive Plan*, as set forth in Chapter 187, *Florida Statutes*, and the City's *Comprehensive Plan*.

(iii) Whether the area of land within the proposed CDD is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

(iv) Whether the CDD is the best alternative available for delivering community development services and facilities to the area that would be served by the CDD.

(v) Whether the community development services and facilities of the proposed CDD will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

(vi) Whether the area that is proposed to be served by the CDD is amenable to separate special-district government.

(2) Whether creation of the CDD will enhance the tax base of the City of DeLand.

(3) Whether creation of the CDD will provide for public infrastructure or public services which are in excess of those that would be attained within the normative development process of the City of DeLand. The City Commission directs that the following elements be specifically considered:

- Roadway enhancements which benefit traffic circulation in the City and / or surrounding areas and not just the project.
- Enhanced landscaping along project roadways and boundaries.
- Parks with amenities / facilities.
- Land and / or facilities for public services such as fire stations, schools, etc.
- Use of stormwater harvesting and the promotion of water conservation which reduce the demands on the City's reclaimed water facilities.
- Maintenance by the CDD of all right-of-way infrastructure and landscaping (excluding utilities).

(4) Whether benefits inure to the City resulting from the redevelopment of property

(5) Whether the developer has proposed an interlocal agreement with the City that requires the CDD to provide enhanced procedures that benefit the citizens of the City and enhance the ability of the City to monitor and assist in accountability of the CDD and its operations.

(6) Whether the developer has proposed an interlocal agreement with the City that assures the City of development standards and conditions that benefit the citizens of the City.

(b) The City Commission may consider such other matters as may arise in the context of reviewing the petition requesting action by the City Commission as may concern the public interest and the public health, safety and welfare.

Section 3. Implementing Administrative Actions. The City Manager, or designee(s), is/are hereby authorized and directed to implement the provisions of this Resolution by the promulgation of rules as may be deemed necessary or appropriate.

Section 4. Conflicts. All resolutions or parts of resolutions and other actions of the City Commission in conflict with this Resolution are hereby repealed.

Section 5. Severability. If any section, sentence, phrase, word or portion of this Resolution 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 Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

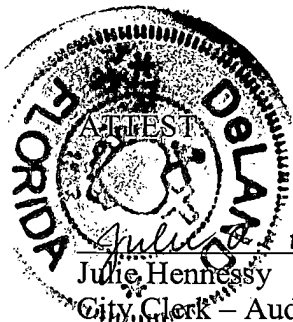
Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 20th day of July, 2020.

**CITY COMMISSION OF THE
CITY OF DELAND**



Robert F. Apgar
Mayor – Commissioner



Julie Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind
City Attorney

PETITION TO ESTABLISH KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Sarah R. Sandy

Florida Bar No. 107064

Sarah.Sandy@kutakrock.com

Michelle K. Rigoni

Florida Bar No. 124758

Michelle.Rigoni@kutakrock.com

KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

(850) 692-7300 (telephone)

(850) 692-7319 (facsimile)

Attorneys for Petitioner

**PETITION BY
TLC TRINITY GARDENS, LLC
TO
THE CITY COMMISSION OF THE CITY OF DELAND,
FLORIDA**

**REQUESTING THE ESTABLISHMENT OF THE
KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

TLC Trinity Gardens, LLC ("**Petitioner**"), hereby petitions the City Commission of the City of DeLand, Florida, ("**City**") pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes* ("**Act**"), to adopt an ordinance establishing the Kepler Road Community Development District ("**CDD**" or "**District**") with respect to the land described herein. In support of this petition ("**Petition**"), the Petitioner states:

1. Petitioner. TLC Trinity Gardens, LLC, has its principal place of business at 605 Commonwealth Avenue, Orlando, Florida 32803.

2. Location and Size. The property to be included within the District is located entirely within the incorporated limits of the City and is depicted on the general location map attached to and incorporated with this Petition as **Exhibit 1**. The site is generally located south of State Road 44, west of S. Kepler Road/Dr. Martin Luther King Jr Beltway, east of S. Blue Lake Avenue, and north of E. Beresford Avenue extension. The proposed District covers approximately 183.926 acres of land. The metes and bounds description of the external boundaries of the District is attached to and incorporated with this Petition as **Exhibit 2**.

3. Excluded Parcels. There is no real property within the external boundaries of the proposed District that is excluded from the District.

4. Landowner Consent. Petitioner obtained written consent to establish the District from all landowners whose real property is to be located within the boundaries of the proposed District, in accordance with Section 190.005, *Florida Statutes*. The written consent is attached to and incorporated with this Petition as **Exhibit 3**.

5. Name. The proposed name of the District is Kepler Road Community Development District.

6. Initial Board Members. The names and addresses of those designated to be the five (5) initial members of the Board of Supervisors of the proposed District, all of whom are residents of the State of Florida and citizens of the United States, are as follows:

Name	Address
Anthony Iorio	605 Commonwealth Avenue, Orlando, Florida 32803
Jason Lonas	605 Commonwealth Avenue, Orlando, Florida 32803

Doug Beasley	605 Commonwealth Avenue, Orlando, Florida 32803
Duane "Rocky" Owen	5585 Alligator Lake Road, St. Cloud, Florida 34772
Thomas Franklin, Sr.	1818 Admiral Court, Kissimmee, Florida 34744

7. Existing and Future Land Uses. The existing zoning for lands within the proposed District and the proposed future general distribution, location, and extent of the public and private land uses within and surrounding the District, as designated on the current City of DeLand Future Land Use Map are attached hereto and incorporated with this Petition as **Exhibit 4**.

8. Major Water and Wastewater Facilities. A map of the lands within the proposed District showing the existing major trunk water mains, sewer interceptors, and the major outfall canals and drainage basins is attached to and incorporated with this Petition as **Exhibit 5**.

9. District Facilities and Services. **Composite Exhibit 6** describes the types of improvements, facilities, and services the Petitioner presently expects the proposed District to finance, fund, construct, acquire, and/or install, as well as the anticipated entities responsible for ownership and/or maintenance. Such improvements are able to be provided as a result of the establishment of the proposed District and are in excess of those obtained in the normative development process. Petitioner anticipates these valuable additional improvements, facilities, and services will help the underlying real estate project enhance the tax base of the City quicker. Additionally included within **Composite Exhibit 6** is a narrative description of the types of public infrastructure and services to be specifically considered by the City pursuant to Section 2(a)(3) of City Resolution 2020-58.

10. Estimated Costs. The estimated costs for the proposed District improvements, facilities, and services are provided in **Exhibit 7**. Currently, it is anticipated these improvements will be made, constructed, and installed over four (4) phases beginning 2023 and ending in 2028. Actual construction timetables and expenditures may vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials interest rates and market conditions.

11. Statement of Estimated Regulatory Costs. A statement of estimated regulatory costs ("**SERC**") prepared in accordance with the requirements of Section 120.541, *Florida Statutes*, and based upon presently available data is attached hereto and incorporated with this Petition as **Exhibit 8**. The data and methodology used in preparing the SERC accompany it.

12. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agents for the Petitioner are Sarah R. Sandy (sarah.sandy@kutakrock.com) and Michelle K. Rigoni (michelle.rigoni@kutakrock.com) of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301. A signed Authorization of Agent is attached as **Exhibit 9**. Copies of all correspondence and official notices should be sent to the agents and address in the previous sentence.

13. Powers of the District. The proposed District, if established, will have the right to exercise all statutory powers provided for in the Act, including the general powers provided in

Section 190.011, *Florida Statutes*, and the special powers in Section 190.012(1), (3). Additionally, the Petitioner is seeking and hereby requests the City's consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, all as further described in Sections 190.012(2)(a) and (d), *Florida Statutes*.

14. Statutory Criteria. This Petition to establish Kepler Road Community Development District should be granted because it meets the six (6) factors set forth in Section 190.005(1)(e), *Florida Statutes*, as follows:

- a. All statements contained within this Petition are true and correct.
- b. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the effective City Comprehensive Plan, as amended.
- c. The area of land within the proposed District is part of a unified plan of development approved by the City. The land to be included in the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.
- d. The proposed District, in conjunction with a comprehensively planned community as approved by the City, is the best alternative for delivering community development services and facilities to the community to be served because (i) the District provides a mechanism for delivering those services and facilities without imposing an additional financial burden on persons residing outside the District and (ii) the District provides a responsible, perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future.
- e. The District's community development services and facilities will be compatible with the capacity and use of existing local and regional community development services and facilities, as is evidenced by the City's Comprehensive Plan, and will allow for a more efficient use of resources, and will provide a perpetual entity capable of making provisions for the operation and maintenance of the District services and facilities.
- f. For the foregoing reasons, the area to be served by the proposed District is amenable to separate special-district government.

15. Justification Statement. Furthermore, the property within the District is amenable to operating as an independent special district, consistent with factors set forth in City's Resolution 2020-58, for the following reasons:

- a. Statements in Section 13.a. – f. of this Petition, which are incorporated by reference into this Section 14 as if stated verbatim herein.

b. The proposed District will provide public facilities and services to support the development of a new, master planned residential community. The development of the approximately 183.926 +/- acres anticipated to be within the District will promote local economic activity by spurring residential development which will increase the City's tax base as well as increase potential local private sector investments likely to result in local private sector employment and/or local job creation.

c. The proposed District will provide for the funding, construction, and/or acquisition of infrastructure and facilities including additional sections of the Beresford Avenue extension, intersection improvements associated with Kepler Road and S. Blue Lake Avenue, as well as the subdivision's internal roads. More specifically, the roadway improvements include dedication of all such right of way improvements, including but not limited to the Beresford Avenue extension from S. Blue Lake Avenue to Dr. Martin Luther King, Jr. Beltway/Kepler Road, to the City, including all associated intersection improvements.

d. Moreover, due to the financial burden absorbed by the District, Petitioner expects the proposed District or homeowner's association ("HOA"), will be able to provide public infrastructure and/or public services which are in excess of those that would be attained within the normative development process of the City, including but not limited to over 2.4 acres of parks and approximately 3.6 miles of walking trails to the public while keeping the maintenance responsibility of the same with the District or HOA, rather than having the City responsible for the costs of maintenance. In addition, the project will include a natural buffer along all project boundaries, enhanced entry landscape features with an extensive pedestrian system leading to interconnected neighborhood parks and green spaces, common areas, and amenities all within walking distance from the residences.

e. The property encompassing the proposed District is currently a vacant, underutilized and undeveloped piece of land within the City. Redevelopment of the property will enhance the tax base of the City, promote economic development and investment within the area, and provide for much needed infrastructure to the City, all of which are benefits inuring to the City as a direct result of the redevelopment of the property.

f. Petitioner, as the developer of the property within the District, is willing and ready to ensure that an interlocal agreement is executed which complies with Sections 2 (a)(5) and 2 (a)(6) of City Resolution 2020-58.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of DeLand, Florida to:

a. hold a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*, to consider the establishment of the Kepler Road Community Development District;

b. grant the Petition and adopt an Ordinance pursuant to Chapter 190, *Florida Statutes*, establishing the Kepler Road Community Development District;

- c. consent to the District's exercise of certain additional special powers requested herein, pursuant to Section 190.012(2)(a) and (d), *Florida Statutes*; and
- d. grant such other relief as appropriate.

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RESPECTFULLY SUBMITTED, this 7th day of November 2022.

KUTAK ROCK LLP

BY: _____

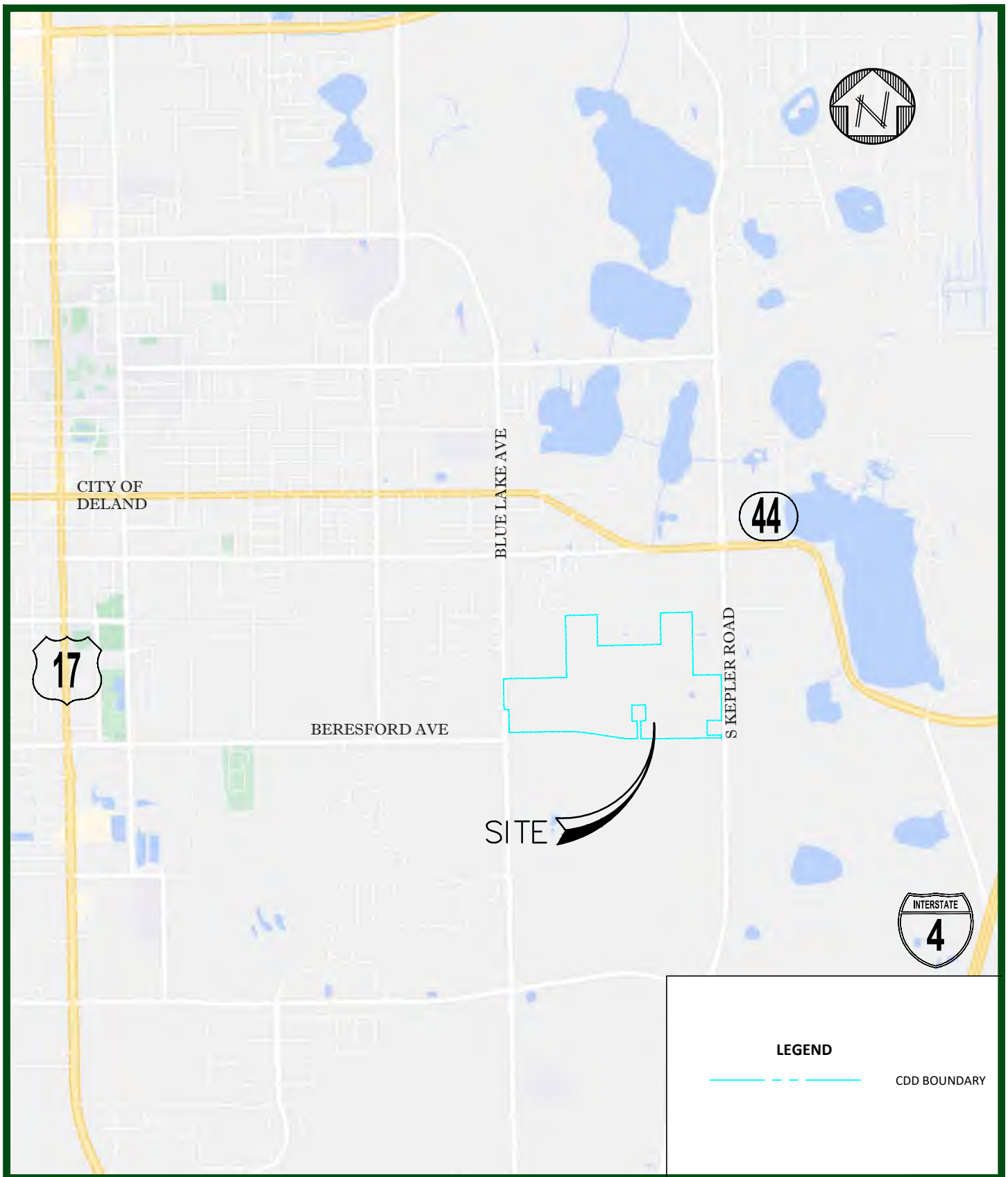
Sarah R. Sandy
Florida Bar No. 107064
sarah.sandy@kutakrock.com
Michelle K. Rigoni
Florida Bar No. 124758
michelle.rigoni@kutakrock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)

Attorneys for Petitioner

EXHIBIT LIST

Exhibit 1	General Location Map
Exhibit 2	Legal Description and Sketch
Exhibit 3	Landowner Consent
Exhibit 4	Existing and Future Land Use Maps
Exhibit 5	Maps of Wastewater Distribution, Stormwater, Reuse Distribution, and Water Distribution Plans
Composite Exhibit 6	Improvements Chart with Narrative
Exhibit 7	Estimated Costs and Timeline
Exhibit 8	Statement of Estimated Regulatory Costs
Exhibit 9	Authorization of Agent

EXHIBIT 1



**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:2800
Date: 09/08/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

LOCATION MAP

Exhibit: KEPLER ROAD CDD

Source: KCG

Area: VOLUSIA COUNTY, FL

1 of 1



**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 09/08/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

OVERALL SITE PLAN

Exhibit: KEPLER ROAD CDD

Source: KCG

Area: VOLUSIA COUNTY, FL

1 of 1

EXHIBIT 2

DESCRIPTION

PARCEL 1:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.926 acres, more or less.

Being more particularly described as follows:

BEGIN at the Southwest corner of the Southeast 1/4 of Section 14, Township 17 South, Range 30 East Volusia County, Florida, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet: thence from a tangent bearing of South 89 degrees 32 minutes 15 seconds West run Westerly 207.55 feet along the arc of said curve through a central angle of 09 degrees 19 minutes 36 seconds to the end of said curve; thence North 81 degrees 09 minutes 12 seconds West 637.04 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 3050.00 feet; thence from a tangent bearing of North 81 degrees 08 minutes 08 seconds West run Westerly 506.97 feet along the arc of said curve through a central angle of 09 degrees 31 minutes 25 seconds to the end of said curve; thence South 89 degrees 19 minutes 34 seconds West 1211.37 feet to a point on the East right of way line of South Blue Lake Avenue per Deed Book 306, Page 251 of the Public Records

of Volusia County, Florida and Volusia County right of way map Project 1358; thence North 01 degrees 03 minutes 38 seconds West 481.81 feet along said right of way line to a point on the North boundary of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence South 89 degrees 06 minutes 10 seconds West 100.00 feet along said right of way line and said North boundary to a point on the West boundary of said Southwest 1/4 of said Section 14; thence North 01 degrees 03 minutes 38 seconds West 646.42 feet along said right of way line and said West boundary to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence North 88 degrees 52 minutes 47 seconds East 1326.35 feet along said right of way line and the North boundary of said Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 00 degrees 59 minutes 38 seconds West 1303.17 feet along the West boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 26 minutes 03 seconds East 663.96 feet along the North boundary of said Southwest 1/4 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence South 00 degrees 57 minutes 39 seconds East 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence North 88 degrees 39 minutes 25 seconds East 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 42 minutes 33 seconds East 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 00 degrees 56 minutes 00 seconds West 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; thence North 88 degrees 26 minutes 21 seconds East 667.04 feet along said North boundary of said Southeast 1/4 to the Northeast corner of the East 1/2 of said Northwest 1/4 of the Southeast 1/4; thence South 00 degrees 56 minutes 16 seconds East 1326.08 feet along the East boundary of said East 1/2 of the Northwest 1/4 of the Southeast 1/4 to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 88 degrees 58 minutes 45 seconds East 592.01 feet along the North boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of West Volusia Beltline (Kepler Avenue) as recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet: thence from a tangent bearing of South 00 degrees 13 minutes 16 seconds East run Southerly 67.02 feet along the arc of said curve and said West right of way line through a central angle of 00 degrees 59 minutes 05 seconds to the end of said curve; thence South 00 degrees 13 minutes 16 seconds East 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence South 89 degrees 46 minutes 43 seconds West 300.00 feet along the North boundary of said lands to the Northwest corner of said lands; ; thence South 00 degrees 13 minutes 16 seconds East 307.91 feet along the West boundary of said lands to the Southwest corner of said lands; thence North 89 degrees 31 minutes 01 seconds East 300.00 feet along the South boundary of said lands to the Southeast corner of said lands and a point on the aforesaid West right of way line; thence South 00 degrees 13 minutes 16 seconds East 64.56 feet along said right of way line; thence South 00 degrees 14 minutes 26 seconds East 0.44 feet along said

right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence South 89 degrees 31 minutes 09 seconds West 1691.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and Recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the boundary of said parcel of land the following 7 courses and distances: thence North 00 degrees 54 minutes 31 seconds West 373.75 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence North 00 degrees 54 minutes 31 seconds West 335.00 feet; thence South 89 degrees 05 minutes 29 seconds West 290.00 feet; thence South 00 degrees 54 minutes 31 seconds East 335.00 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence South 00 degrees 54 minutes 31 seconds East 373.19 feet to a point on said South boundary of the Southeast 1/4; thence South 89 degrees 31 minutes 09 seconds West 141.01 feet along said South boundary to the Point of Beginning.

BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

DESCRIPTION

PARCEL 1:
The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

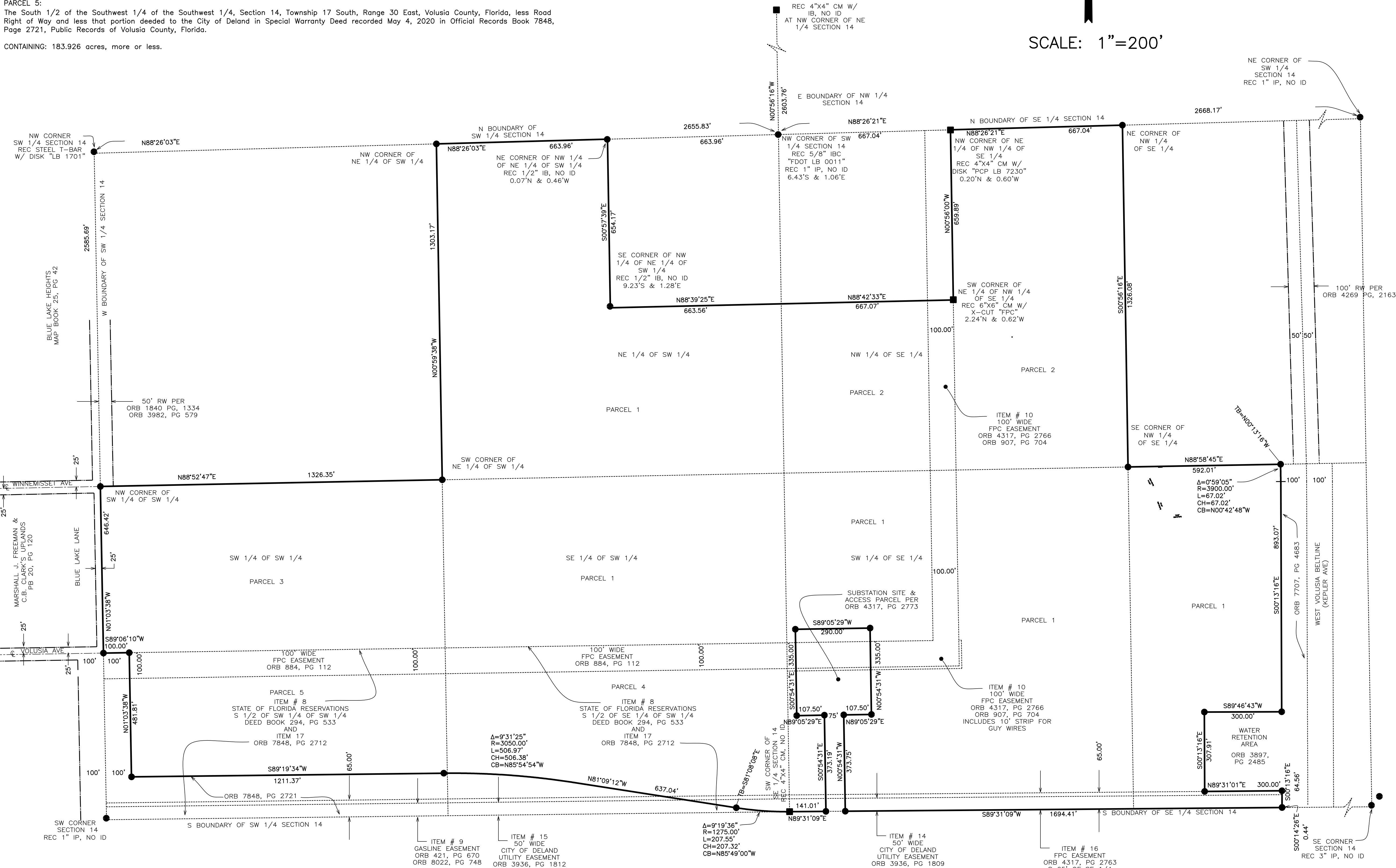
PARCEL 2:
The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:
The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:
The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:
The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.926 acres, more or less.



NOTES

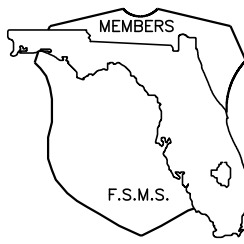
- This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
- Bearings shown hereon are based on the West Boundary of the Southwest 1/4 of Section 14 as bearing N01°03'38"W, per Florida State Plane coordinates Zone East.
- A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RT02120856 with a commitment date of April 19, 2021 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:
ITEM 8. Phosphate, Minerals, Metals and Petroleum Reservations and rights in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 294, Page 533. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (Blanket over Parcels 4 and 5).
ITEM 9. Easement Grant in favor of Houston Texas Gas and Oil Corporation recorded January 16, 1962 in Official Records Book 421, Page 670, as affected by Encroachment Agreement recorded April 7, 2021 in Official Records Book 8022, Page 748. (Parcels 1, 4 and 5) as shown hereon
ITEM 10. Easement in favor of Florida Power Corporation recorded June 2, 1967 in Official Records Book 907, Page 704, Supplemental Easement for Distribution Facilities in Existing right of Way recorded June 9, 19, 1998 in Official Records Book 4317, Page 2766. (Parcels 1 and 2) as shown hereon
ITEM 11. Covenant to Support Annexation recorded September 25, 1990 in Official Records Book 3527, Page 1921. (Parcels 1 and 4) Blanket
ITEM 12. Covenant to Support Annexation recorded October 15, 1990 in Official Records Book 3537, Page 793. (Parcels 1 and 4) Blanket
ITEM 13. Ordinance No. 90-41 recorded February 22, 1991 in Official Records Book 3592, Page 551. (Parcels 1 and 4) Blanket
ITEM 14. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1809. (Parcel 1) as shown hereon
ITEM 15. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1812. (Parcels 4 and 5) as shown hereon
ITEM 16. Easement in favor of Florida Power Corporation recorded June 19, 1998 in Official Records Book 4317, Page 2763. (Parcel 1) as shown hereon
ITEM 17. Declaration of Covenants and Restrictions recorded May 4, 2020 in Official Records Book 7848, Page 2712. (Parcels 4 and 5) Blanket
- Elevations shown hereon are based on Volusia County 1988 datum Vertical Control Points:
BLA#4 X-Cut in Concrete Published Elevation 84.343.

LEGEND

- R = RADIUS
- Δ = DELTA
- L = LENGTH
- CH = CHORD LENGTH
- CB = CHORD BEARING
- TB = TANGENT BEARING
- BNDY = BOUNDARY
- C = CENTERLINE
- C&G = CURB & GUTTER
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- CSL = CONCRETE SLAB
- DOC. = DOCUMENT
- EL. = ELEVATION
- EP = EDGE OF PAVEMENT
- F = FIELD
- FPC = FLORIDA POWER CORPORATION
- IBC = IRON BAR & CAP
- ID = IDENTIFICATION
- MES = MITERED END SECTION
- OHE = OVERHEAD ELECTRIC WIRES
- ORB = OFFICIAL RECORDS BOOK
- P = PLAT
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RCP = REINFORCED CONCRETE PIPE
- REC = RECOVERED
- R/W = RIGHT OF WAY
- x- = FENCE
- = 4"x4" CONCRETE MONUMENT
- = 5/8" IBC, UNLESS NOTED OTHERWISE
- ⬢ = POWER POLE-METAL
- * = TREE SAND PINE
- ⊠ = SANITARY AIR RELEASE VALVE

CERTIFIED TO:

Central Florida Investment Company, LLC
CMM Investments, LLC
Stewart Family Properties, LLC
Hanover Land Company, LLC
Reliant Title Group, Inc. d/b/a Volusia Title Services
Chicago Title Insurance Company



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9845 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

NOT VALID WITHOUT SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DANIEL E. GENTRY JR., Florida Registration Number 5047
5047
STATE OF FLORIDA
LICENSED SURVEYOR AND MAPPER

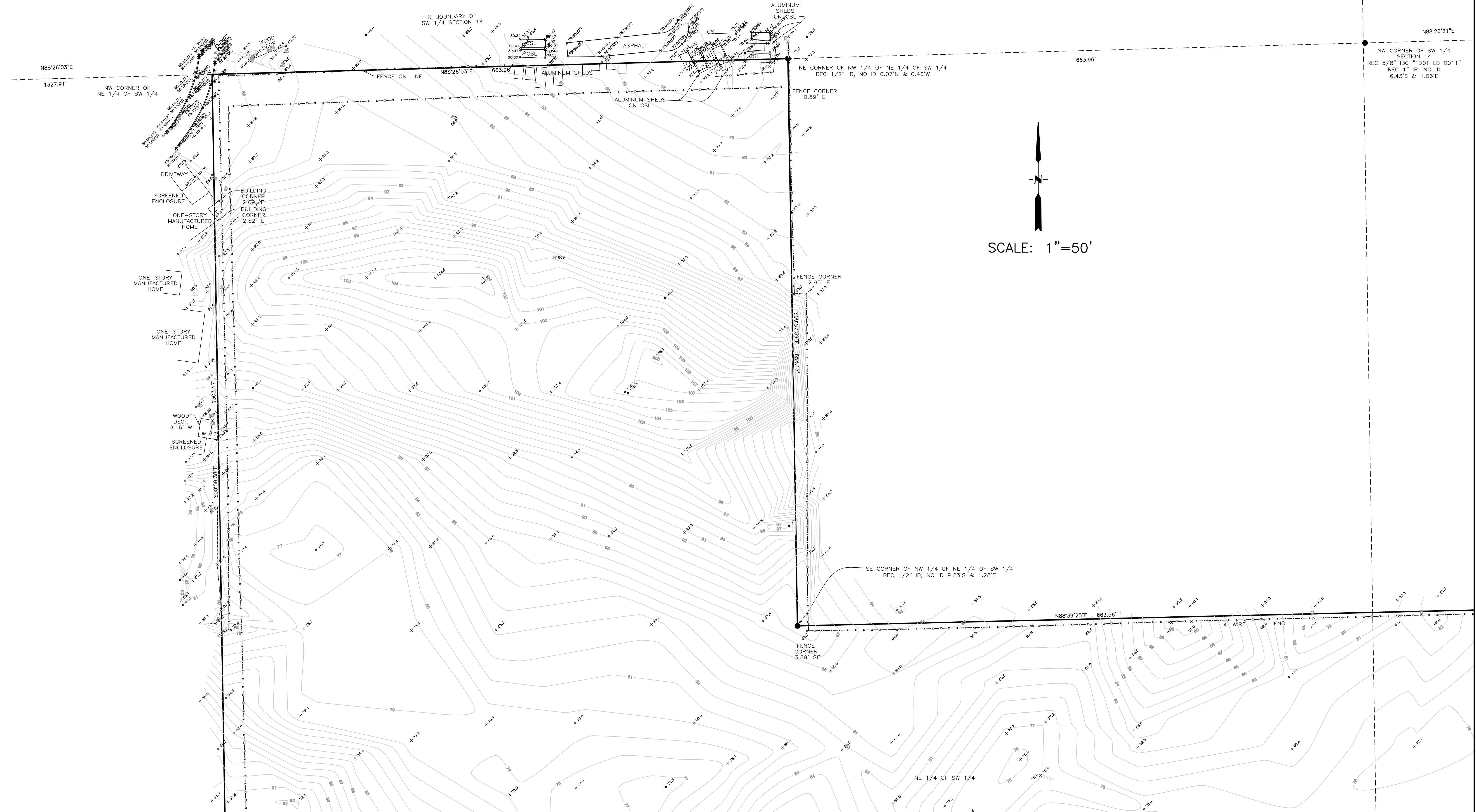
FOR:
HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED
HEREON WAS MADE UNDER MY RESPONSIBILITY
AND MEETS THE STANDARDS OF PRACTICE
SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
SURVEYORS AND MAPPERS IN RULE 5J-17,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
CHAPTER 472 FLORIDA STATUTES, UNLESS IT BEARS
THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER THIS
DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR
INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: **DG3**
DATE: **07-12-2021**
DRAWING: **29282-bdy.dwg**
JOB #: **29282**
SHEET: **1 OF 10 SHEETS**

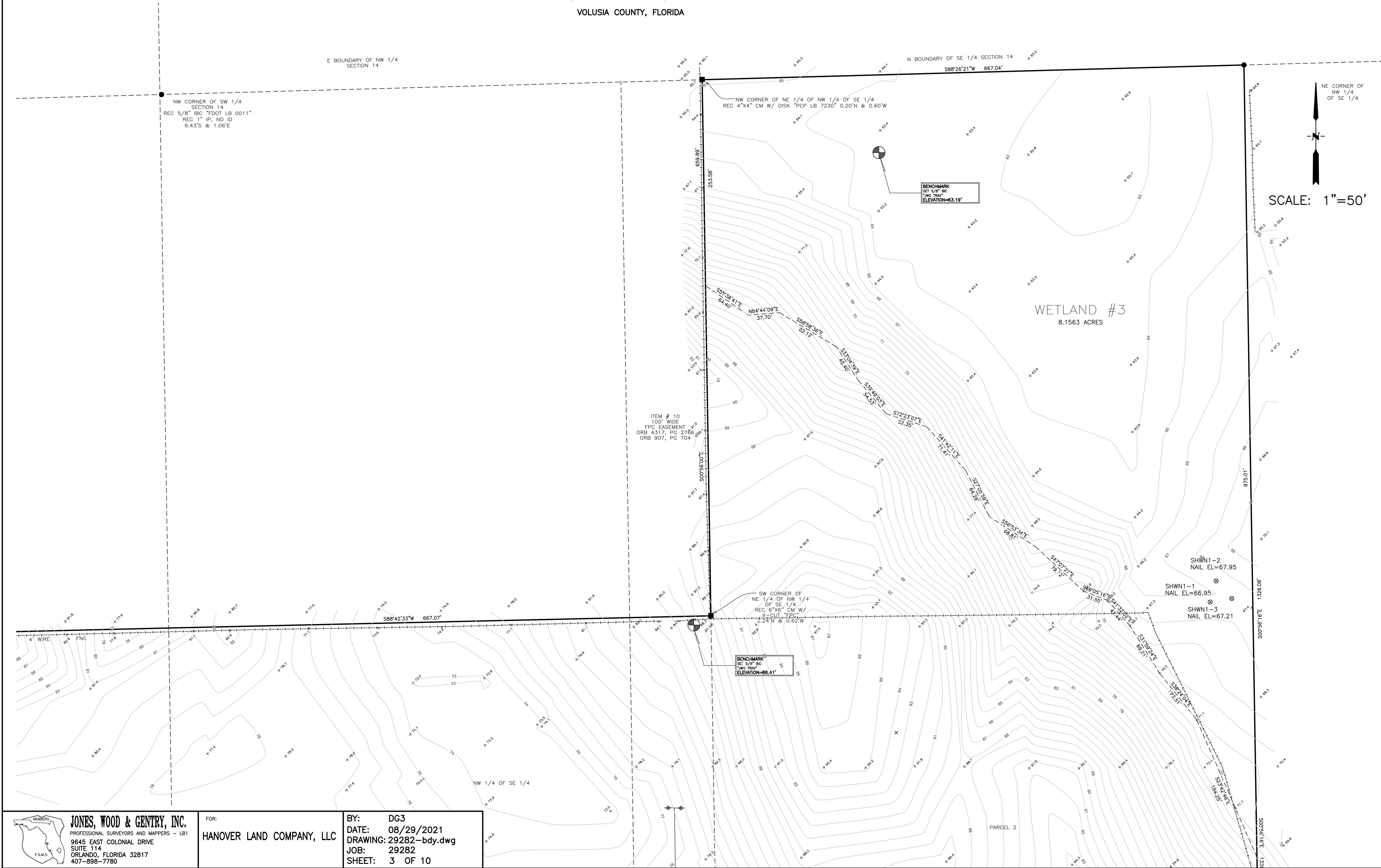
BOUNDARY & TOPOGRAPHIC SURVEY

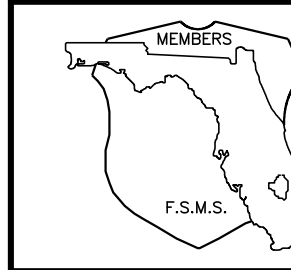
SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



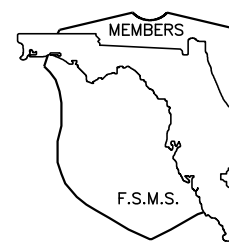


JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS — LB1
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

FOR:	BY:
HANOVER LAND COMPANY, LLC	DG3
	DATE: 08/29/2021
	DRAWING: 29282-bdy.dwg
	JOB: 29282
	SHEET: 3 OF 10

BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBT
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

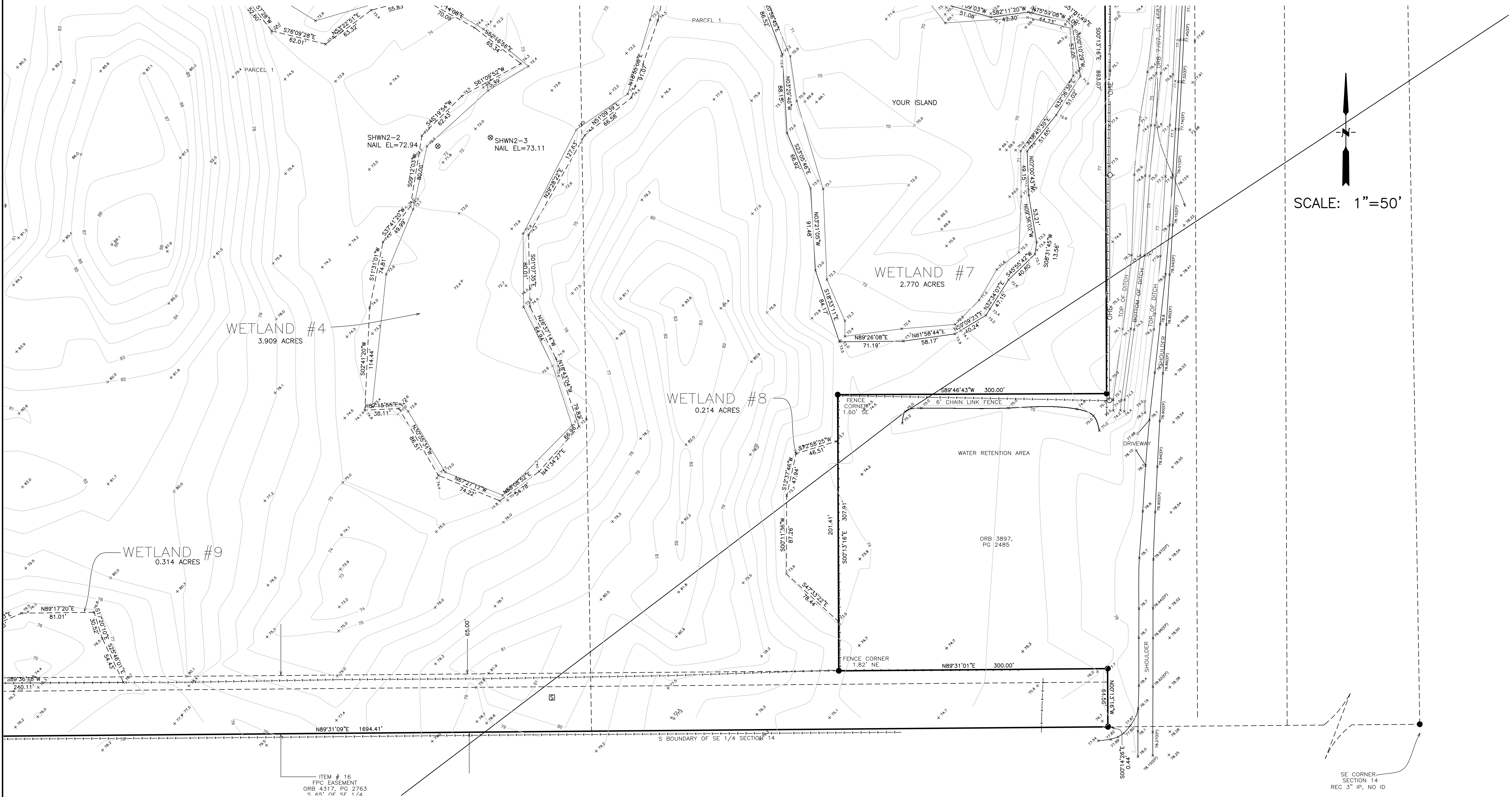
FOR:

HANOVER LAND COMPANY, LLC

BY: DG3
DATE: 08/29/2021
DRAWING: 29282-bdy.dwg
JOB: 29282
SHEET: 4 OF 10

BOUNDARY & TOPOGRAPHIC SURVEY

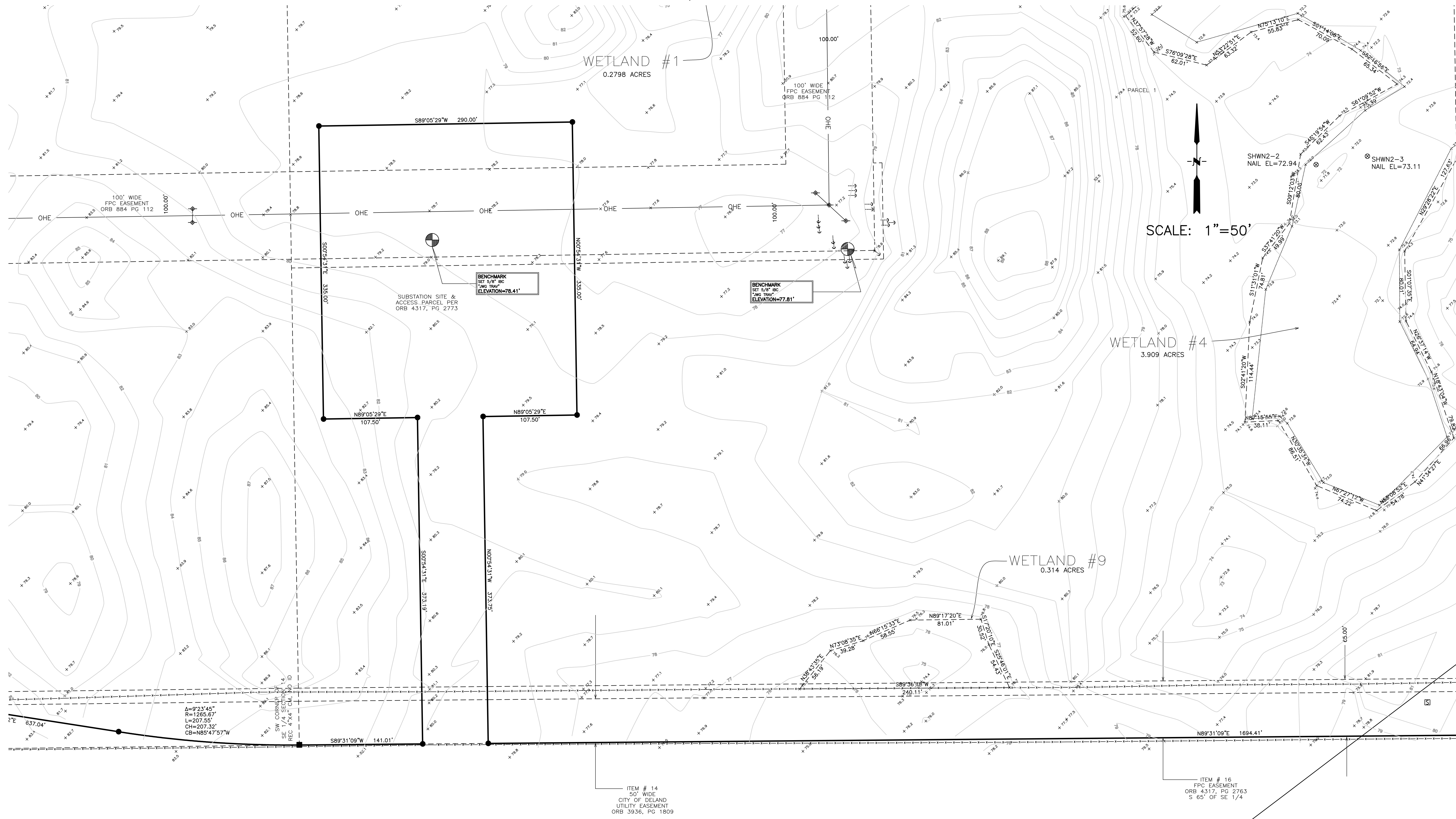
SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



	JONES, WOOD & GENTRY, INC.	FOR:	BY: DG3
	PROFESSIONAL SURVEYORS AND MAPPERS - LB1	HANOVER LAND COMPANY, LLC	DATE: 08/29/2021
	9645 EAST COLONIAL DRIVE		DRAWING: 29282-bdy.dwg
	SUITE 114		JOB: 29282
	ORLANDO, FLORIDA 32817		SHEET: 5 OF 10
	407-896-7780		

BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



MEMBERS

F.S.M.S.

JONES, WOOD & GENTRY, INC.

PROFESSIONAL SURVEYORS AND MAPPERS - LB1

9845 EAST COLONIAL DRIVE

SUITE 114

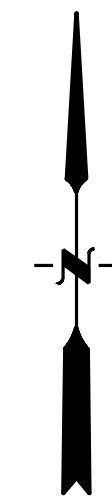
ORLANDO, FLORIDA 32817

407-898-7780

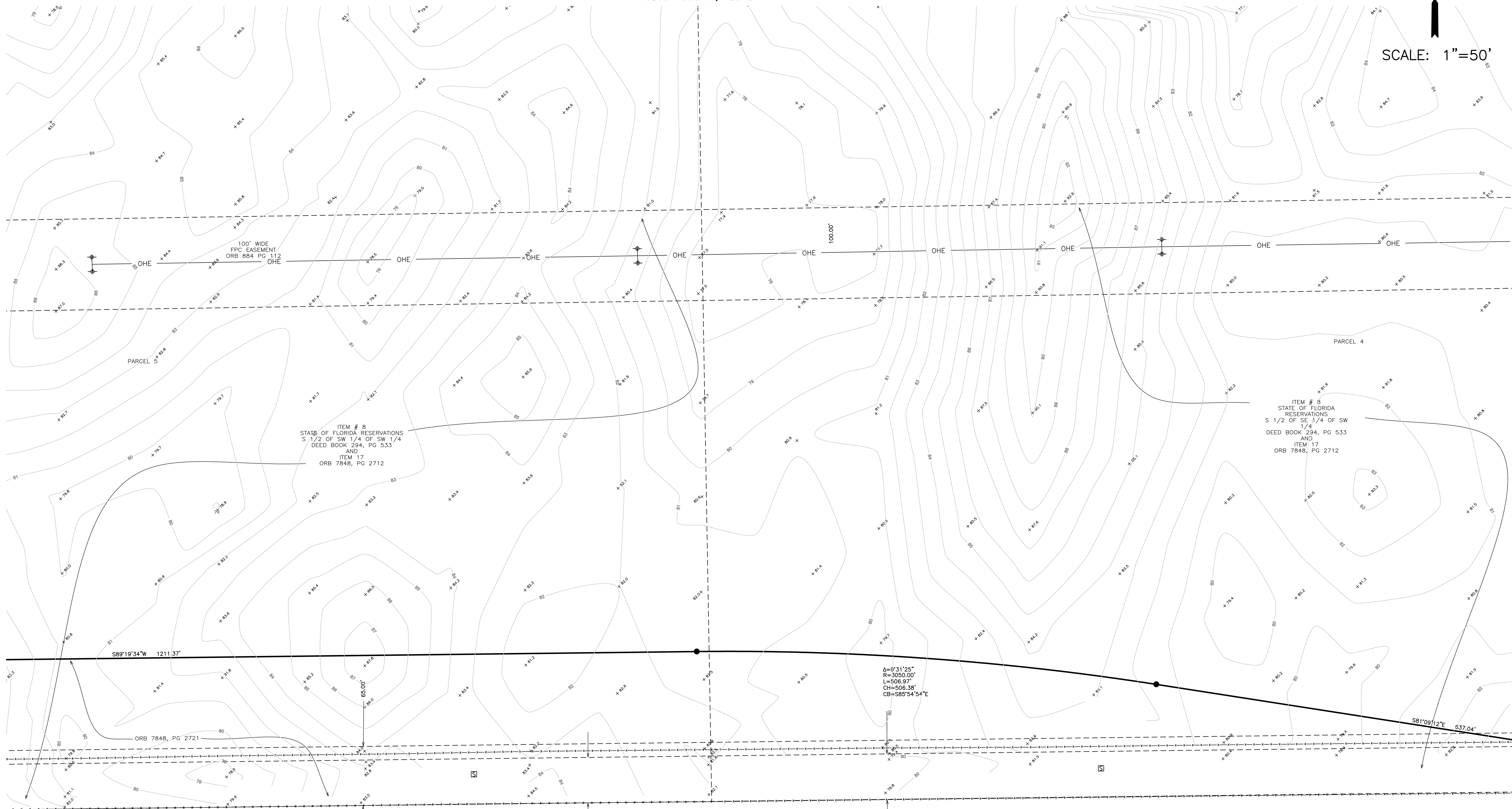
FOR:	BY:
HANOVER LAND COMPANY, LLC	DG3
	DATE:
	08/29/2021
	DRAWING:
	29282-bdy.dwg
	JOB:
	29282
	SHEET:
	6 OF 10

BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



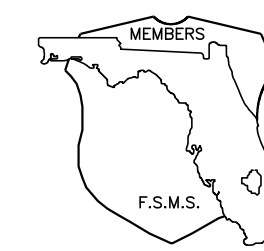
SCALE: 1"=50'



BOUNDARY OF SW 1/4 SECTION 14

ITEM # 9
GASLINE EASEMENT
ORB 421, PG. 670
ORB 8022, PG. 748

ITEM # 15
50' WIDE
CITY OF DELAND
UTILITY EASEMENT
ORB 3936, PG. 1812

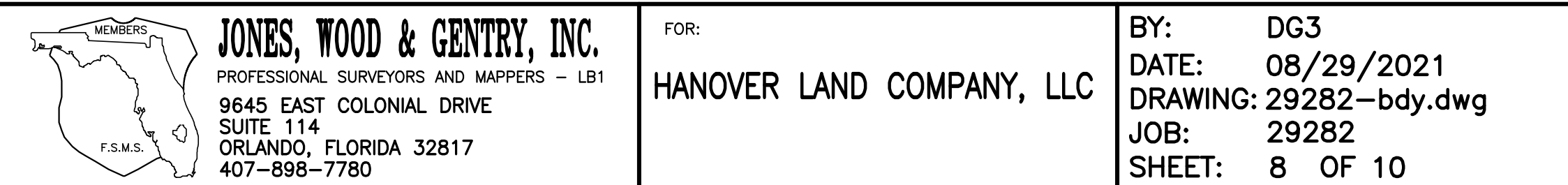
 **JONES, WOOD & GENTRY, INC.**
PROFESSIONAL SURVEYORS AND MAPPERS — LB1
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

FOR:
HANOVER LAND COMPANY, LLC

BY: DG3
DATE: 08/29/2021
DRAWING: 29282-bdy.dwg
JOB: 29282
SHEET: 7 OF 10

SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

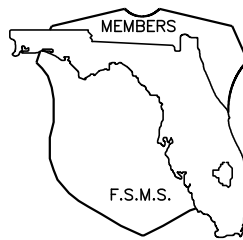
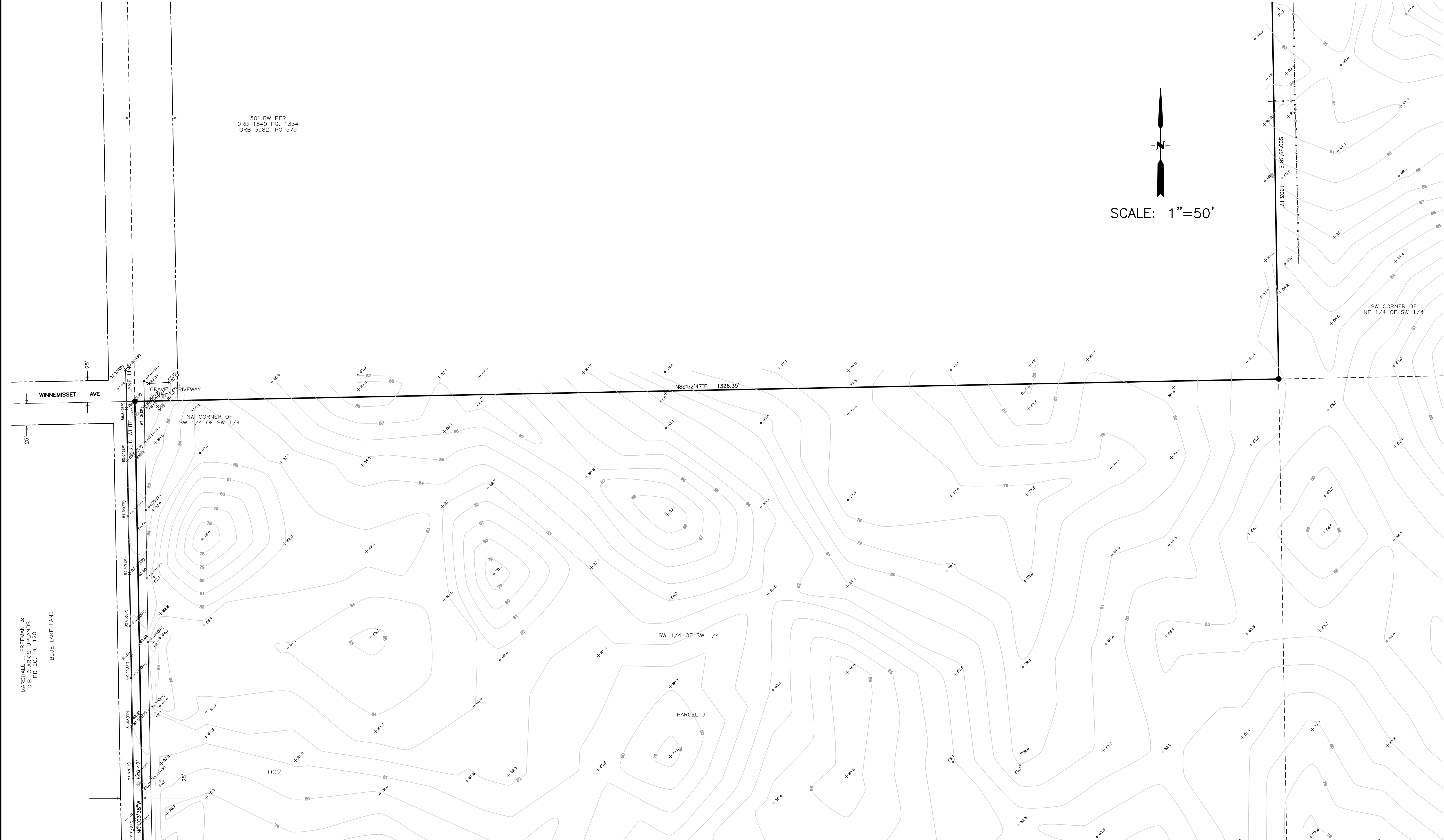
VOLUSIA COUNTY, FLORIDA



BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

SCALE: 1"=50'



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

FOR:
HANOVER LAND COMPANY, LLC

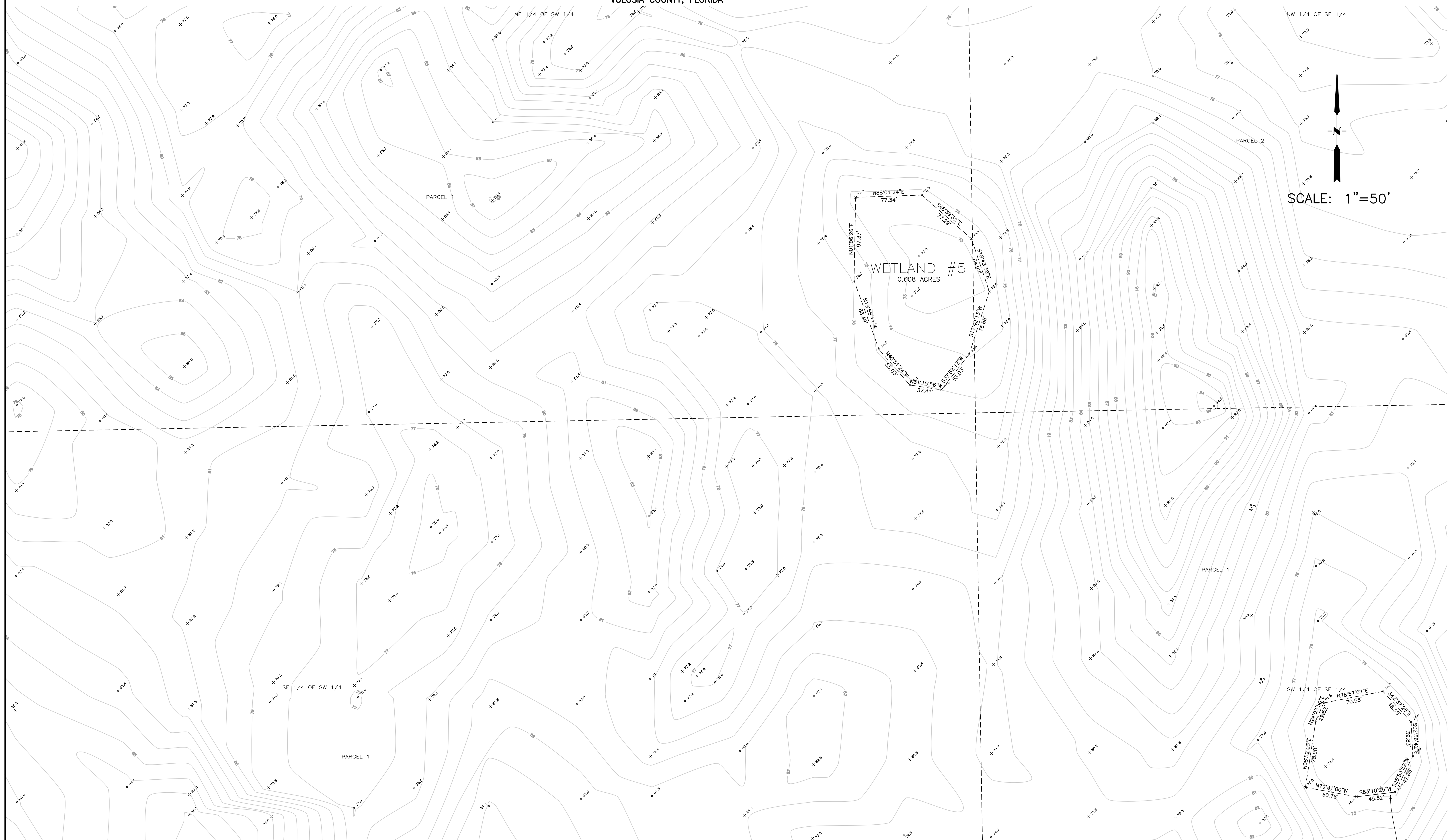
BY: DG3
DATE: 08/29/2021
DRAWING: 29282-bdy.dwg
JOB: 29282
SHEET: 9 OF 10

BOUNDARY & TOPOGRAPHIC SURVEY

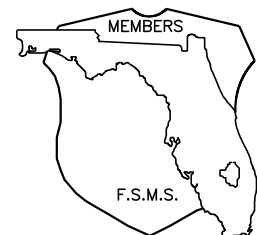
SEE SHEET 1 FOR DESCRIPTION

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST

VOLUSIA COUNTY, FLORIDA



SCALE: 1"=50'



JONES, WOOD & GENTRY, INC
PROFESSIONAL SURVEYORS AND MAPPERS - LE
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

FOR:

HANOVER LAND COMPANY, LLC

BY: DG3
DATE: 08/29/2021
DRAWING: 29282-bdy.dwg
JOB: 29282
SHEET: 10 OF 10

EXHIBIT 3

**Consent and Joinder of Landowner
to the Establishment of a Community Development District**

The undersigned is the owner of certain lands more fully described in Exhibit A attached hereto and made a part hereof ("**Property**").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to the establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 19th day of October, 2022.

Witnessed:

Print Name: JASON LEVITS

Print Name: Ken Snyder

TLC TRINITY GARDENS, LLC
a Florida limited liability company

By: [Signature]

Name: Stephen Orosz

Title: Vice President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of October, 2022, by Stephen Orosz as Vice President of TLC Trinity Gardens, LLC, who appeared before me this day in person, and who is either ☒ personally known to me, or ☐ produced _____ as identification.



PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Name: Paul Daniel

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Property

EXHIBITA

DESCRIPTION

PARCEL 1:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.926 acres, more or less.

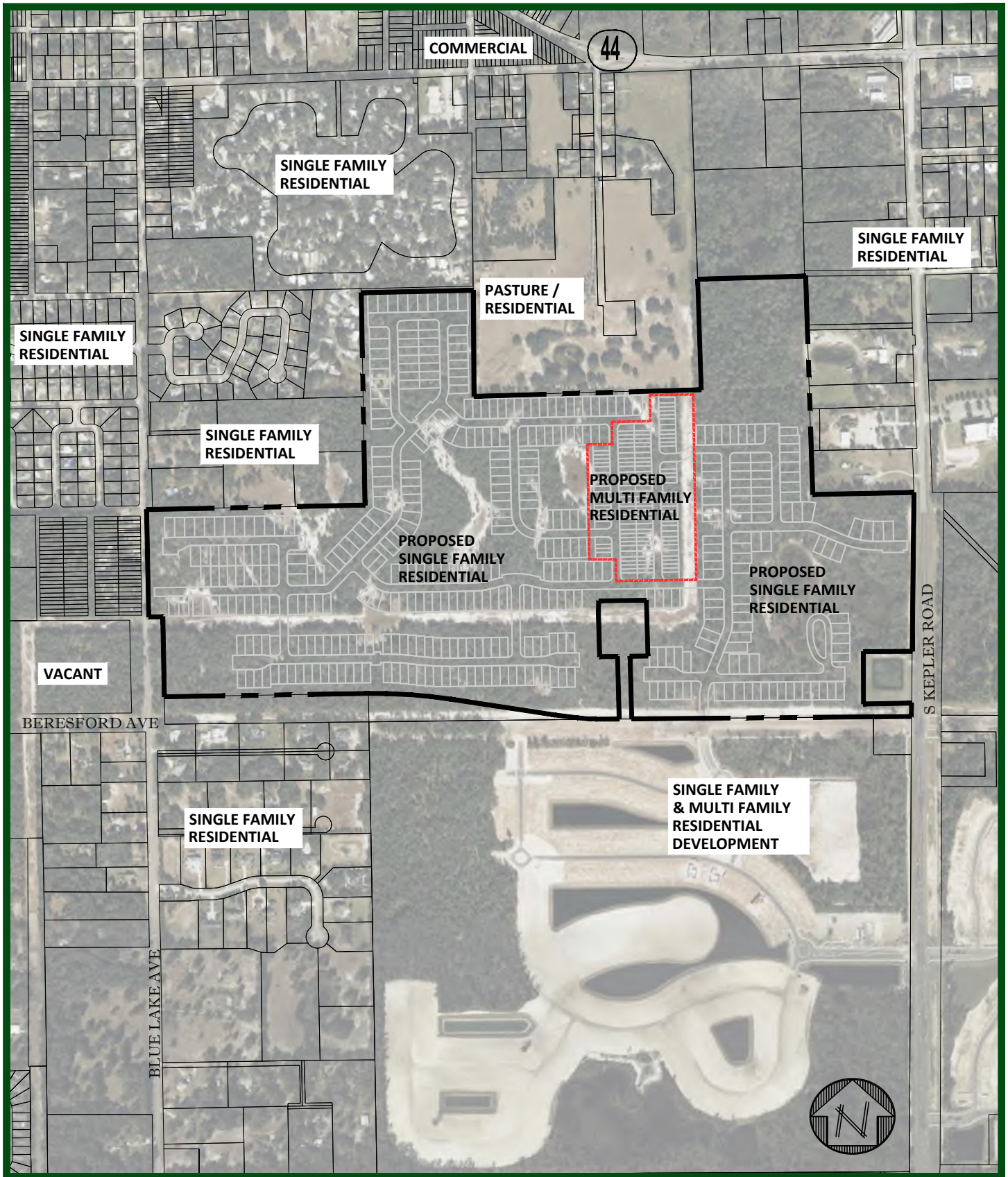
Being more particularly described as follows:

BEGIN at the Southwest corner of the Southeast 1/4 of Section 14, Township 17 South, Range 30 East Volusia County, Florida, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet: thence from a tangent bearing of South 89 degrees 32 minutes 15 seconds West run Westerly 207.55 feet along the arc of said curve through a central angle of 09 degrees 19 minutes 36 seconds to the end of said curve; thence North 81 degrees 09 minutes 12 seconds West 637.04 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 3050.00 feet; thence from a tangent bearing of North 81 degrees 08 minutes 08 seconds West run Westerly 506.97 feet along the arc of said curve through a central angle of 09 degrees 31 minutes 25 seconds to

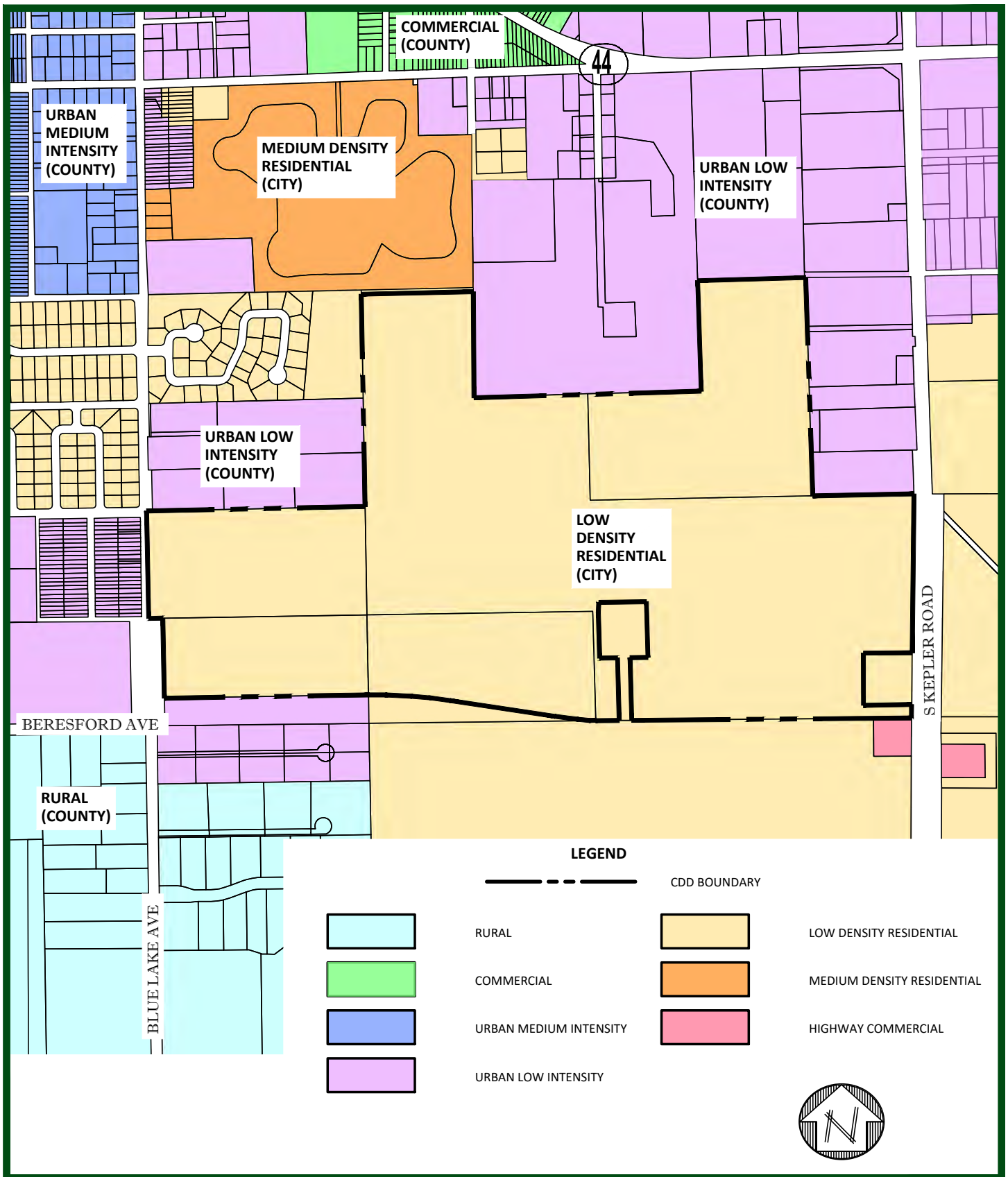
the end of said curve; thence South 89 degrees 19 minutes 34 seconds West 1211.37 feet to a point on the East right of way line of South Blue Lake Avenue per Deed Book 306, Page 251 of the Public Records of Volusia County, Florida and Volusia County right of way map Project 1358; thence North 01 degrees 03 minutes 38 seconds West 481.81 feet along said right of way line to a point on the North boundary of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence South 89 degrees 06 minutes 10 seconds West 100.00 feet along said right of way line and said North boundary to a point on the West boundary of said Southwest 1/4 of said Section 14; thence North 01 degrees 03 minutes 38 seconds West 646.42 feet along said right of way line and said West boundary to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence North 88 degrees 52 minutes 47 seconds East 1326.35 feet along said right of way line and the North boundary of said Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 00 degrees 59 minutes 38 seconds West 1303.17 feet along the West boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 26 minutes 03 seconds East 663.96 feet along the North boundary of said Southwest 1/4 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence South 00 degrees 57 minutes 39 seconds East 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence North 88 degrees 39 minutes 25 seconds East 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 42 minutes 33 seconds East 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 00 degrees 56 minutes 00 seconds West 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; thence North 88 degrees 26 minutes 21 seconds East 667.04 feet along said North boundary of said Southeast 1/4 to the Northeast corner of the East 1/2 of said Northwest 1/4 of the Southeast 1/4; thence South 00 degrees 56 minutes 16 seconds East 1326.08 feet along the East boundary of said East 1/2 of the Northwest 1/4 of the Southeast 1/4 to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 88 degrees 58 minutes 45 seconds East 592.01 feet along the North boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of West Volusia Beltline (Kepler Avenue) as recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet: thence from a tangent bearing of South 00 degrees 13 minutes 16 seconds East run Southerly 67.02 feet along the arc of said curve and said West right of way line through a central angle of 00 degrees 59 minutes 05 seconds to the end of said curve; thence South 00 degrees 13 minutes 16 seconds East 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence South 89 degrees 46 minutes 43 seconds West 300.00 feet along the North boundary of said lands to the Northwest corner of said lands; ; thence South 00 degrees 13 minutes 16 seconds East 307.91 feet along the West boundary of said lands to the Southwest corner of said lands; thence North 89 degrees 31 minutes 01 seconds East 300.00 feet along the South boundary of said lands to the Southeast corner of said lands and a point on

the aforesaid West right of way line; thence South 00 degrees 13 minutes 16 seconds East 64.56 feet along said right of way line; thence South 00 degrees 14 minutes 26 seconds East 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence South 89 degrees 31 minutes 09 seconds West 1691.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and Recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the boundary of said parcel of land the following 7 courses and distances: thence North 00 degrees 54 minutes 31 seconds West 373.75 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence North 00 degrees 54 minutes 31 seconds West 335.00 feet; thence South 89 degrees 05 minutes 29 seconds West 290.00 feet; thence South 00 degrees 54 minutes 31 seconds East 335.00 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence South 00 degrees 54 minutes 31 seconds East 373.19 feet to a point on said South boundary of the Southeast 1/4; thence South 89 degrees 31 minutes 09 seconds West 141.01 feet along said South boundary to the Point of Beginning.

EXHIBIT 4



KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING	Scale: 1:800	EXISTING LAND USE	
	Date: 09/08/2022		
	S: 14 T: 17 R: 30	Exhibit: KEPLER ROAD	
	Job #: 1503.000	Source: KCG	
	Drawn by: DSR	Area: VOLUSIA COUNTY, FL	
	Appvd. by: GPR		1 of 1



**KELLY,
COLLINS &
GENTRY, INC.**

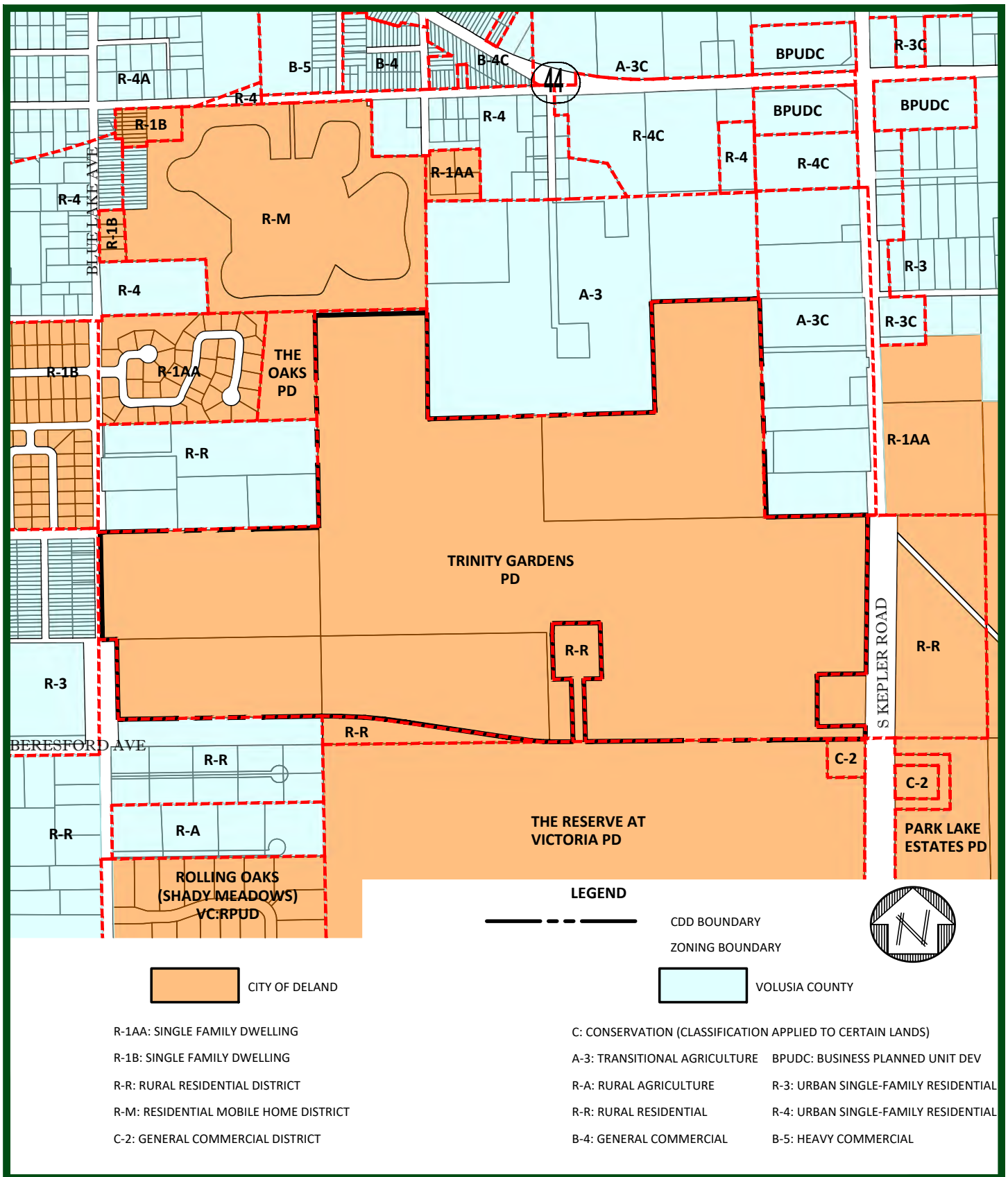
ENGINEERING / PLANNING

Scale: 1:800
Date: 09/08/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

FUTURE LAND USE

Exhibit: KEPLER ROAD
Source: CITY OF DELAND PLANNING DEPT.
Area: VOLUSIA COUNTY, FL

1 of 1



KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING	Scale: 1:800	ZONING EXHIBIT	
	Date: 09/08/2022		
	S: 14 T: 17 R: 30	Exhibit: KEPLER ROAD	
	Job #: 1503.000	Source: CITY OF DELAND PLANNING DEPARTMENT	
ENGINEERING / PLANNING	Drawn by: DSR	Area: VOLUSIA COUNTY, FL	
	Appvd. by: GPR	1 of 1	

EXHIBIT 5



**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 08/15/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

WASTEWATER DISTRIBUTION PLAN

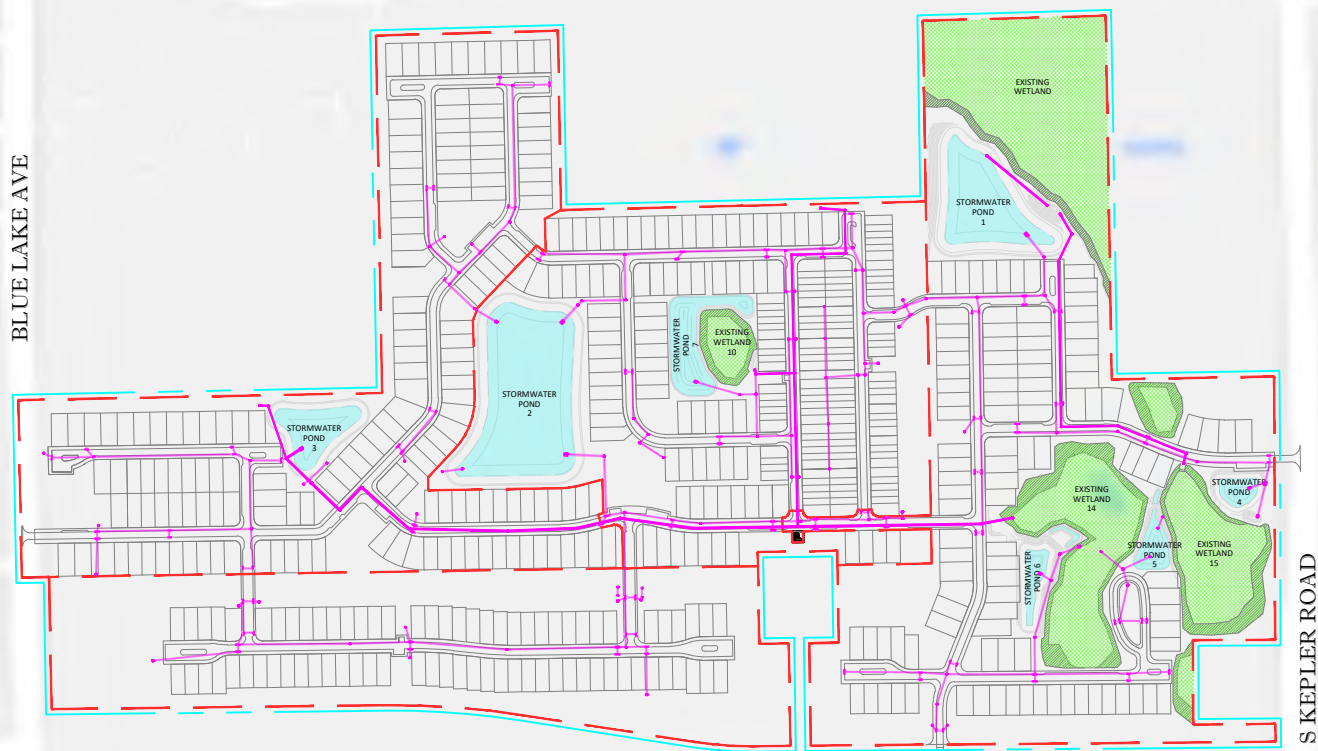
Exhibit: KEPLER ROAD CDD

Source: KCG

Area: VOLUSIA COUNTY, FL

1 of 1

44



LEGEND

- PHASE LINE
- CDD BOUNDARY
- STORMWATER DRAINAGE
- WETLAND AREA
- STORMWATER POND

**KELLY,
COLLINS &
GENTRY, INC.**

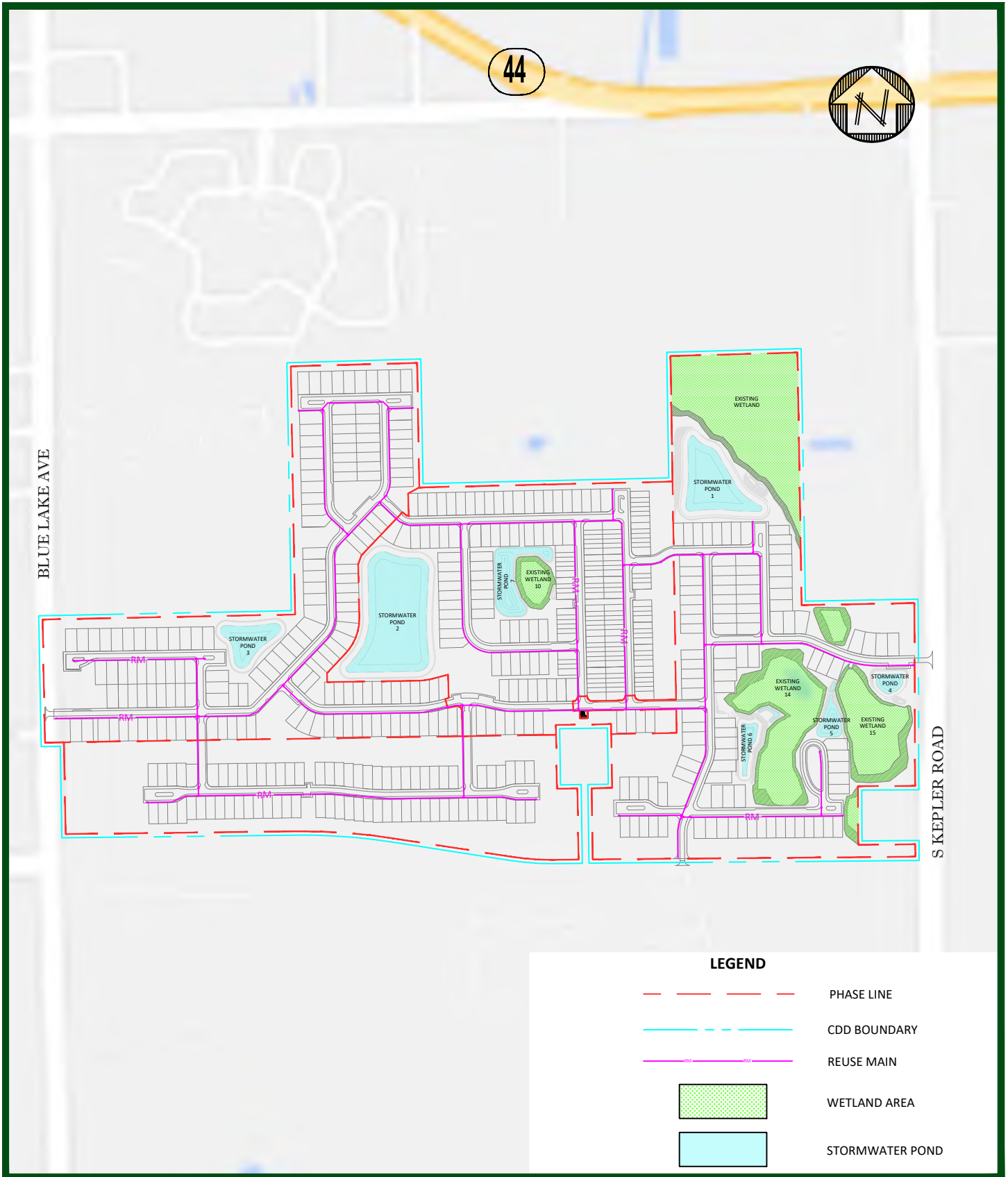
ENGINEERING / PLANNING

Scale: 1:700
Date: 08/15/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

STORMWATER PLAN

Exhibit: KEPLER ROAD CDD
Source: KCG
Area: VOLUSIA COUNTY, FL

1 of 1



**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 08/15/2022
S: 14 T: 17 R: 30
Job #: 1503.000
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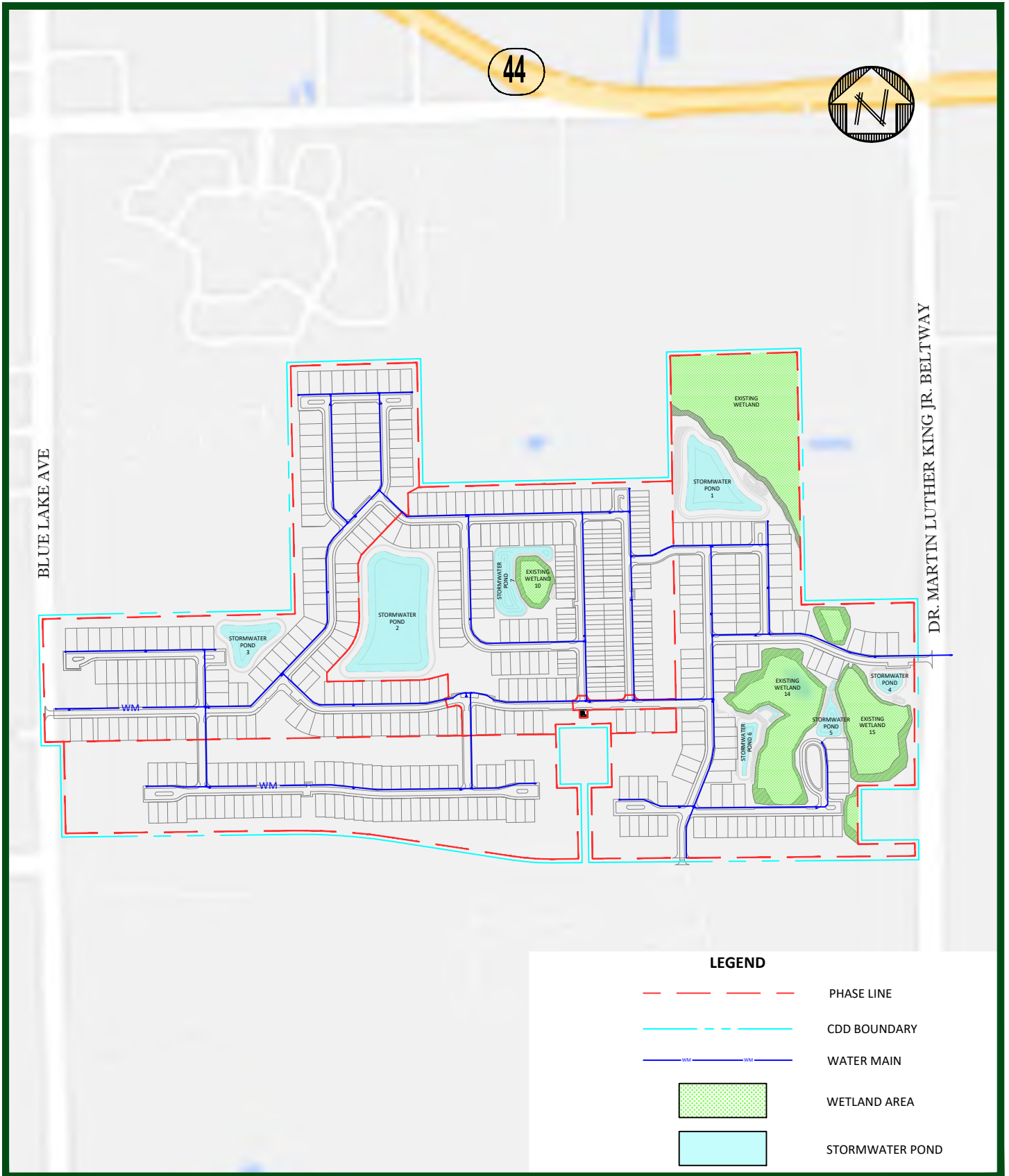
REUSE DISTRIBUTION PLAN

Exhibit: KEPLER ROAD CDD

Source: KCG

Area: VOLUSIA COUNTY, FL

1 of 1



**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 08/15/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

WATER DISTRIBUTION PLAN

Exhibit: KEPLER ROAD

Source: KCG

Area: VOLUSIA COUNTY, FL

1 of 1

COMPOSITE EXHIBIT 6

Exhibit 6-A			
Kepler Road CDD			
Proposed District Improvements			
Facilities / Systems	Financing	Ownership	Operations & Maintenance Entity
Master Utilities System (On-Site & Off-Site): <i>Sanitary Sewer; Water Distribution; Reuse Water</i>	District	City of DeLand	City of DeLand
Master Stormwater Management System	District	District	District
Electrical Service Systems (Underground)	District ¹	Duke Energy	Duke Energy
Conservation / Mitigation Areas ²	District	District	District
On-Site Roadway Improvements	District	City of DeLand	City of DeLand
Off-Site Roadway Improvements ³	District	Volusia County	Volusia County
Beresford Multi-Modal Trail ⁴	District	District or City	District or City
Trails, Landscape, Hardscape & Irrigation ⁵	District	District	District or HOA

¹ District only to finance the differential costs of undergrounding electric utilities

² Includes wetlands and upland buffers; excludes tree preservation

³ Includes Berseford Ave extension, Blue Lake Ave, Kepler Rd

⁴ Ownership and/or maintenance entity to be determined in the City's discretion

⁵ Primarily within common areas (e.g., open space; perimeter buffers); includes balance of trails/paths; HOA may maintenance pursuant to a maintenance agreement with the District

Exhibit 6-B
Kepler Road CDD
Enhanced Improvements
Per Section 2(a)(3) of City Resolution 2020-58

The following is a narrative description of the public infrastructure and public services included as part of the proposed District's improvements, facilities, and services, to be specifically considered by the City pursuant to Section 2(a)(3) of City Resolution 2020-58:

The off-site roadway and utility improvements associated with Trinity Gardens ("Development") will be public and include improvements on Kepler Road, East Beresford Avenue extension, and Blue Lake Avenue.

Development will feature ***certain enhanced landscaping, hardscaping, and irrigation*** along project roadways and boundaries that complement the overall look of the community design. Such improvements may be owned by the District and maintained by the District or the homeowners' association pursuant to a maintenance agreement with the District.

Trails/Paths will be placed throughout the open space and tree preservation tracts within the District and will be made up of pavement, mulch, and/or gravel.

A ***Multi-Use Trail*** will be placed along the south boundary of the project, fronting E Beresford Ave, within the District boundaries. The multi-use trail will be 12' wide with an asphaltic concrete surface.

The ***master stormwater management system*** provides for the stormwater runoff treatment and attenuation through the use of manmade and natural retention and detention systems such as stormwater ponds and existing wetlands identified in the maps below (collectively, the "treatment systems"). The runoff will be collected in curbs, inlets, and pipes (collectively, the "collection systems") to convey this runoff to the treatment systems. The treatment systems and collection systems are designed and regulated pursuant to the requirements of the City, Volusia County ("County"), and the St. Johns River Water Management District ("SJRWMD"), as applicable. In addition to code requirements, there are several Low Impact Design features in stormwater management systems incorporated throughout the project, such as swales, retention basins, natural wetlands, vegetated natural buffers, and pervious pavement/pavers.

EXHIBIT 7

Exhibit 7
Kepler Road CDD
Estimated Costs & Timeline

Proposed Improvements Cost (2022)	Total	Phase 1	Phase 2	Phase 3	Phase 4
# Lots	543	110	199	159	75
Anticipated Construction Timeline		2023-2024	2024-2025	2025-2026	2027-2028
1. Master Utilities System (Onsite)					
a. Sanitary Sewer System	\$ 3,301,468	\$ 973,555	\$ 710,150	\$ 1,237,325	\$ 380,438
b. Water Distribution System	\$ 2,522,545	\$ 591,770	\$ 702,100	\$ 852,550	\$ 376,125
c. Reuse Water System	\$ 1,956,167	\$ 458,902	\$ 544,460	\$ 661,130	\$ 291,675
2. Master Stormwater Management System	\$ -				
a. Pond and Roadway Earthwork	\$ 5,909,794	\$ 2,085,051	\$ 1,940,927	\$ 1,221,277	\$ 662,538
b. On and Offsite Storm Conveyance System	\$ 2,899,041	\$ 680,093	\$ 806,890	\$ 979,795	\$ 432,263
3. Electrical Service Systems (Underground)	\$ 803,250	\$ 193,050	\$ 276,750	\$ 236,250	\$ 97,200
4. Conservation/ Mitigation Areas	\$ 387,200	\$ 387,200			
5. On-Site Roadway Improvements	\$ 3,992,932	\$ 935,161	\$ 1,174,439	\$ 1,284,321	\$ 599,012
6. Off-Site Roadway and Utility Improvements	\$ 225,000	\$ 75,000	\$ 75,000	\$ 75,000	
7. Multi-Modal Trail Beresford	\$ 115,000	\$ 60,000			\$ 55,000
8. Landscaping, Hardscaping, and Irrigation ²	\$ 818,598	\$ 203,000	\$ 119,796	\$ 370,250	\$ 125,552
9. Professional Consulting Fees ¹	\$ 2,265,030	\$ 1,645,126	\$ 247,184	\$ 227,889	\$ 144,831
10. Contingency (15%)	\$ 3,779,403				
TOTAL	\$ 28,975,427				

¹ Includes engineering, legal, and other consultant fees

² Balance of trails/paths included under #8

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Kepler Road Community Development District** (the “District”). The proposed District comprises approximately 183.926 acres of land located within the City of DeLand, Florida (hereafter “City”). The project is planned for approximately 543 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall 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.”

1.2 Overview of the Kepler Road Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 183.926 acres.

The development plan (also known as Trinity Gardens and hereinafter referred to as “Development”) for the proposed lands within the District includes approximately 543 residential units. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, 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), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Trinity Gardens. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule¹ directly or indirectly: 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; 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 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 agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “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, and 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 Section 288.703, Florida Statutes, and an analysis of the impact on small cities defined by Section 120.52, Florida Statutes. 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.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

¹ For the purposes of this SERC, the term “agency” means the City of DeLand and the term “rule” means the ordinance(s) which DeLand will enact in connection with the creation of the District.

3.0 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.

As noted above, the Kepler Road Community Development District is a community designed for approximately 543 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the owners of land within the proposed boundaries will also be under the jurisdiction of the District. Initially, TLC Trinity Gardens, LLC (“Developer” or “Petitioner”) will be the primary developer and sole landowner within the proposed District boundaries.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the City is the establishing entity under sections 190.005(2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District’s reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

City of DeLand

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than the petition to establish a CDD.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City, and all administrative and operating costs incurred by the

District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that onsite and offsite potable water, reclaimed water and sanitary sewer systems; onsite and offsite roadway improvements; master stormwater management system; undergrounding of electrical service; conservation/mitigation areas; landscaping, hardscape and irrigation improvements; and professional fees, contingencies and other soft costs may be financed by the District.

Table 1.
Kepler Road CDD Proposed Facilities and Services

<u>District Infrastructure</u>	<u>Finance</u>	<u>Ownership</u>	<u>Operate</u>
Master Onsite and Offsite Utility Improvements (Sanitary Sewer, Water Distribution and Reuse Water)	CDD	City	City
Master Stormwater System	CDD	CDD	CDD
Onsite Roadway Improvements	CDD	City	City
Offsite Roadway	CDD	County	County
Conservation/Mitigation Areas	CDD	CDD	CDD
Trails, Landscape, Hardscape and Irrigation	CDD	CDD	CDD/HOA
Multi-modal Trail Beresford	CDD	CDD or City	CDD or City
Electrical Service Systems (Undergrounding)	CDD	Duke	Duke

Key: City=DeLand, County=Volusia, Duke=Duke Energy and CDD=Kepler Road Community Development District

The Petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$28,975,427. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through

non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 2. Cost Estimate for District Facilities

<u>Infrastructure</u>	<u>Estimated Costs</u>
Master Onsite Utility Improvements	\$7,780,180
Master Stormwater System	\$8,808,834
Onsite Roadway Improvements	\$3,992,932
Offsite Roadway and Utility Improvements	\$225,000
Conservation/Mitigation Areas	\$387,200
Trails; Landscape, Hardscape and Irrigation	\$818,598
Multi-modal Trail Beresford	\$115,000
Electrical Service Systems (Undergrounding)	\$803,250
Professional Fees and Contingencies	\$6,044,432
Total	\$28,975,427

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of DeLand has an estimated population greater than 10,000 according to the most recent federal U.S. Census (2020). Therefore, the City is not defined as a "small" City according to Section 120.52(18), Florida Statutes.

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 Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:

Governmental Management Services - Central Florida, LLC

September 21, 2022

Revised November 4, 2022

EXHIBIT 9

AUTHORIZATION OF AGENTS

This letter shall serve as a designation of Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agents for TLC Trinity Gardens, LLC, with regard to any and all matters pertaining to the Petition to the City Commission of DeLand, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

TLC TRINITY GARDENS, LLC,
a Florida limited liability company



Print Name: TAN TRAN



By: ANDREW CROSS
Its: Authorized Member



Print Name: Scott Hoopes

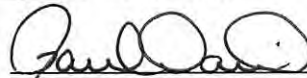
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of Sept, 2022, by Andrew Cross, as Authorized Member, of TLC Trinity Gardens, LLC, who appeared before me this day in person, and who is either ☒ personally known to me, or ☐ produced _____ as identification.



PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026



NOTARY PUBLIC, STATE OF FLORIDA

Name: Paul Daniel
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Kepler Road CDD Enhanced Improvements

Pursuant to Section 2(a)(3) of City Resolution 2020-58, the following is a description of some of the enhancements included as part of the District's proposed public infrastructure and public services that the Petitioner is able to offer if a CDD is established for the Trinity Gardens development:

- 1. Multi-Modal Trail**
 - a. Approximately 4,477 LF or 0.85 miles
 - b. Runs along the north side of E. Beresford Rd. (CDD's south boundary)
 - c. 12' Wide, asphaltic concrete surface
- 2. Low Impact Design Stormwater**
 - a. Features: Swales; Retention Basins; Natural Wetlands; Vegetated Natural Buffers; Pervious Pavement/Pavers
 - b. More aesthetically pleasing design
 - c. Offers stormwater mitigation (including percolation, treatment, and safety) in excess of the City's building requirements
- 3. Community Park**
 - a. 3 +/- Acres in SW corner of development
 - b. Trails throughout and Gazebo at the center
 - c. Allows enhanced tree preservation
 - d. Open to Public & will be owned & maintained by the CDD
- 4. Interior Trail Network**
 - a. Approximately 19,081 LF or 3.6 miles of trails (not including sidewalks)
 - b. Mulch, gravel, and pavement trails
- 5. Tree Preservation – 30%; City only requires 15%**
- 6. Wetland Preservation**
- 7. Landscaping / Hardscaping / Irrigation**
 - a. CDD Common Areas: perimeter buffers, open space
 - b. Decorative & pervious pavers; faux bridge w/in ROW; decorative perimeter fencing
- 8. Roadway Improvements**
 - a. On-Site: interior roads to be financed by the District
 - b. Off Site: improvements to Kepler Road, Blue Lake, & Beresford Ave Extension

KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

DELAND, FLORIDA

MASTER ENGINEER'S REPORT

PREPARED FOR:

TLC TRINITY GARDENS, LLC

Petitioner for the Establishment of the Kepler Road CDD

605 COMMONWEALTH AVENUE

ORLANDO, FL 32803

DATE:

November 18, 2022

PREPARED BY:



KELLY,
COLLINS &
GENTRY, INC.

1700 NORTH ORANGE AVENUE, SUITE 400

ORLANDO, FLORIDA 32804

P: (407) 898-7858 F: (407) 898-1488

CIVIL DISCIPLINE ONLY
CERTIFICATION OF AUTHORIZATION
NUMBER 00007350



Sean C. Fortier, P.E.

FLORIDA REGISTRATION 68396

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Narrative

Developer:	TLC Trinity Gardens, LLC
Development Name:	Trinity Gardens
Project Name:	Kepler Road Community Development District
Location:	Northwest corner of S Kepler Road & E Beresford Avenue in the City of Deland, FL
Legal Description:	See Exhibits J-1 & J-2
Existing Use:	Woods/Undeveloped
Proposed Use:	Low Density Residential subdivision

1. INTRODUCTION

1.1. Project Description

Trinity Gardens (also referred to as the "Development" or "Community") is an approximately 183.926 acres residential community located in the City of Deland, Florida ("City"), the general location and boundary of which is shown on Exhibit A. The Development is approved as a Planned Development (PD) with 543 single family homes and townhomes as shown on Exhibit B.

Kepler Road Community Development District (herein called the "District" or "CDD") encompasses the entire 183.926 acres of the Development. The District will finance, construct, acquire, operate and/or maintain the public infrastructure necessary to support the development of Community, as further described herein ("Capital Improvement" or "Master Project"). The legal description of the District boundaries can be seen in Exhibits J-1 and J-2. The Development, including the Master Project, will be built in phases. Four phases are presently planned for the Development with a unit mix as shown in Table 1.2 of this report. All or a portion of the Master Project improvements identified herein are expected to be financed from the proceeds of District special assessment bonds.

1.2. Purpose of Report

The purpose of this report is to provide a description of the Master Project, which will serve the 183.926 acres of the Community; the Master Project capital improvements to be constructed, acquired, and/or financed by the District; and an estimate of the costs of the Master Project.

TABLE 1.2: PHASING SUMMARY

Phase	50'	60'	Town Home	Total	Phase Area (AC)
1	66	40	0	106	62.97
2	85	0	118	203	43.63
3	104	55	0	159	43.93
4	85	0	0	75	32.39
Total	330	95	118	543	183.92

2. DISTRICT BOUNDARY AND PROPERTIES SERVED

2.1. District Boundary

Trinity Gardens Master Site Plan, attached as Exhibit B hereto, identifies the location and boundary of the property included within the District, as well as the anticipated phasing for the Community buildout. The Master Site Plan for the District will provide for multiple-type residential land uses and is located on the northwest corner of S Kepler Road/Dr. Martin Luther King Jr Beltway and E Beresford Ave in the City, Section 6, Township 18 South, and Range 31 East. The project is bordered on the north by low density residential lots and wetlands. To the east, the project is bordered by S Kepler Road/Dr. Martin Luther King Jr Beltway. S Kepler Road changes name to Dr. Martin Luther King Jr. Beltway at the E. Beresford Ave. To the south, the project is bordered by the E Beresford Ave extension and across from that is the new residential development, Reserve at Victoria. To the west, the project is bordered by Blue Lake Ave. See Exhibit F for proposed and surrounding existing land-uses.

2.2. Description of Properties Served

The Development is currently undeveloped, densely wooded, with thick brush. There is a large power line easement running through the center of the Development. The topography of the existing land is irregular with shallow depressions through-out. Some of the depressional areas have been identified as wetlands. The northeast corner of the Development abuts a larger wetland that connects with other properties to the north. Much of the wetlands will be placed in open space tracts with conservation easements in favor of St. Johns River Water Management District ("SJRWMD") within the District.

3. PROPOSED MASTER PROJECT INFRASTRUCTURE

3.1. Summary of the Proposed Master Project Infrastructure

All properties inside the CDD will benefit from the Master Project's capital improvements. The Master Project infrastructure will generally consist of the following systems to serve the Development:

TABLE 3.1: PROPOSED FACILITIES

Facilities / Systems	Financing	Ownership	O&M Entity
Master Utility System (Onsite and Offsite) <i>Potable water, reclaimed water, and sanitary sewer systems</i>	District	City	City
Master Stormwater Management System	District	District	District
Electrical Service System (Underground)	District	Duke Energy	Duke Energy
Conservation/Mitigation Areas	District	District	District
On-site Roadway Improvements	District	City	City
Off-site Roadway Improvements	District	County	County
Beresford Multi-Modal Trail	District	District or City	District or City
Trails, Landscape, Hardscape & Irrigation**	District	CDD	CDD/HOA*

Key: City = City of DeLand; County = Volusia County; HOA = a homeowner's association.

*Maintenance only, pursuant to an agreement with the District.

3.2. Master Utilities System

The utility services to the Development are provided by the City including potable water, reclaimed water, and sanitary sewer services. The Master Project includes utilities within the rights-of-way of the internal roads within the Development and off-site at E Beresford Avenue and S Kepler Road.

The utility mains, collection systems, and utility services to serve the District are to be constructed or acquired by the District. The design of the potable water, reclaimed water, and sanitary sewer systems is in accordance with the criteria and guidelines of the City and the Florida Department of Environmental Protection (FDEP). The overall potable water systems, reclaimed water system and sanitary sewer system are shown on the Master Utility Plans, Exhibits C-1, C-2, and C-3.

The **Potable Water System** will include mains along with the necessary valving, fire hydrants, and water services to the individual lots and development parcels (only those public portions located within the public right-of-way). It is anticipated that the potable systems will be financed by the District and later turned over to the City for ownership, operation, and maintenance.

The **Reclaimed Water System** will include mains along with necessary valving and services to the individual lots and development parcels (only those public portions located within the public right-of-way). Additionally, the system may include a reclaimed pond and pump system. It is anticipated that the reclaimed water system will be financed by the District and later turned over to the City for ownership, operation, and maintenance. If a reclaimed pond and pump system are necessary, the system may be owned by the District and operated and maintained by an HOA, pursuant to an agreement with the District.

The **Sanitary Sewer System** will include gravity sewer services, mains, and manholes. The sanitary sewers system will also include one (1) lift station located near the center of the project with a proposed force-main connecting to an existing force-main on E Beresford Ave. It is anticipated that the sanitary sewer system will be financed by the District and later turned over to the City for ownership, operation, and maintenance.

3.3. Master Stormwater Management System

The master stormwater management system provides for the stormwater runoff treatment and attenuation through the use of manmade and natural retention and detention systems such as Stormwater Ponds and Existing Wetlands identified in Exhibit C-3 (collectively, the "treatment systems"). The runoff will be collected in curbs, inlets, and pipes (collectively, the "collection systems") to convey this runoff to the treatment system. See Exhibit D-1 for an overview of the collection and treatment systems. The City, Volusia County ("County"), and the SJRWMD regulate the design criteria for the District's stormwater management facilities.

The proposed Development is broken into 7 main basins as outlined on the Master Stormwater Plan, Exhibit D-2. Basins 1 and 2 will discharge to two interconnected wet ponds, identified as Stormwater Ponds 1 and 2 in Composite Exhibit D. Stormwater Ponds 1 and 2 will provide full treatment and attenuation for their respective basins. The ponds will outfall to the north wetland, Existing Wetland 3, which will require an interconnected equalizer pipe through subdivision.

Basin 3 will discharge to a wet pond, Stormwater Pond 3, which will provide full treatment and majority of its attenuation for its basin. This pond will outfall to the east to Existing Wetlands 4-A, 4-B, and 7. The outfall pipe will also act as an emergency overflow for the off-site basin to the north, Basin OS-3.

Basins 4, 5, and 6 will discharge to wet ponds, Stormwater Ponds 4, 5, and 6, which will then connect to two interconnected wetlands, Existing Wetlands 4-A, 4-B, and 7. The ponds will provide all the required treatment volume and some attenuation volume. The wetlands will provide the remaining stormwater attenuation. See below for more information about Existing Wetlands 4-A, 4-B, and 7 hydroperiods. The wetlands will outfall to the north wetland, Existing Wetland 3.

Basin 7 will discharge to a wet pond, Stormwater Pond 7, located adjacent to the Existing Wetland 5. The pond will provide all the required treatment volume and some attenuation volume. The wetland, Existing Wetland 5 will provide the remaining stormwater attenuation. See below for more information about the Existing Wetland 5 hydroperiod. The wetland will outfall to the outfall pipe mentioned in Basin 3 and continues to Existing Wetlands 4-A, 4-B, and 7, ultimately discharging to the north wetland, Existing Wetland 3.

The north wetland, Existing Wetland 3, has positive flow to the St. Johns River, therefore the SJRWMD requires the off-site peak discharge rate shall be limited to the discharge rate of the pre-development 25 year/24 hour storm event.

The treatment of stormwater runoff will be provided in accordance with the design guidelines for retention/detention systems as mandated by the SJRWMD and the City.

Additionally, as described in Section 3.8, Low Impact Design (LID) Stormwater areas are incorporated throughout the project. See Exhibit C-3 for locations. The LID stormwater system is in addition to code requirements.

The District may finance the cost of the stormwater collection and treatment systems, as well as construction and/or acquisition, and maintenance of said systems. It is anticipated that the treatment systems will be owned and maintained by the District, while the collection systems will be owned and maintained by the City.

3.4. Electrical Service System (Underground)

Duke Energy will provide underground electrical service to the Community. The service will include the primary and secondary systems to serve the various land uses. The differential cost of underground electric utilities may be financed by the District.

3.5. Conservation and Mitigation Areas

The proposed development of the Community will require mitigation of wetland communities for any impacts to the existing wetlands within the District as part of the approvals for the Master Stormwater Management System. The mitigation will be done through placing conservation easements over the preserved wetlands and likely upland buffers and/or purchasing mitigation credits. Preserved wetlands may additionally require the installation of plantings, signage, and other related costs. The required mitigation for the wetland impacts may be financed by the District; thereafter, the conservation areas will be owned and maintained by the District, with a conservation easement in favor of the SJRWMD.

3.6. On-site Roadway Improvements

The *on-site roadway improvements* associated with the Development will be public and financed by the District and later turned over to the City for ownership, operation, and maintenance. The on-site roadways will serve the various land uses within the Development and will be designed to the criteria and guidelines of the City. Construction of the on-site roadways will consist of a minimum 22' wide asphaltic concrete surface, concrete curbs, minimum 5' wide concrete sidewalks, signing and striping, landscaping, and hardscape features. Some of the on-site roadways include designated on-street parking with a minimum 8' wide of asphaltic concrete surface for the parking width. Sidewalks along all non-residential lot tracts ("Common Area Sidewalks") will be constructed as part of the infrastructure site work and conveyed to the City for ownership, operation and maintenance. The sidewalks along residential lots will be constructed in the right-of-way by the residential builder(s) at the time of individual residential lot development and conveyed to the City for ownership, operation and maintenance as part of the on-site right-of-way. Only the Common Area Sidewalks may be financed, constructed, and/or acquired by the District.

3.7. Off-site Roadway and Utility Improvements

The *off-site roadway improvements* associated with the Development will be public and financed by the District and later turned over to the County for ownership, operation, and maintenance. The off-site roadways will be designed to the criteria and guidelines of the County. The off-site roadway improvements include improvements on Kepler Road, E Beresford Avenue, and Blue Lake Avenue. The improvements include turn lanes at each entrance and public sidewalks along Kepler Road and Blue Lake Avenue adjacent to the Development. The sidewalk along Beresford Avenue will be a Multi-Modal Trail described in Section 3.8. It should be noted that some of the improvements may be constructed by the County as part of a larger project, but may still require financing from the District.

3.8. Beresford Multi-Modal Trail

A *Multi-Modal Trail* will be placed along the south boundary of the project, fronting E Beresford Ave, within the District boundaries. The multi-use trail will be 12' wide with an asphaltic concrete surface. The multi-use trail may be financed by the District and owned, operated and/or maintained by the District or City.

3.9. Trails, Common Area Landscape, Hardscape, and Irrigation

The *Common Areas* include the parks, recreation, open space, conservation areas, and LID stormwater features. The landscaping, irrigation, hardscape, trails/paths, multi-use trail, and entry features within the common areas may be financed, owned, and/or maintained by the District, or alternatively, may be owned by the District, but maintained by an HOA pursuant to an agreement with the District.

The *Entry Features* will include monument signs and some decorative fencing along the perimeter. These items will be financed, owned, and/or maintained by the District.

Trails/Paths will be placed throughout the open space and tree preservation tracts within the District and will be made up of pavement, mulch, and/or gravel. The trails/paths may be financed, owned, and/or maintained by the District, or alternatively, financed by the Developer and conveyed to the District for ownership, operations and maintenance.

Low Impact Design Stormwater (LID) areas are incorporated throughout the project and include swales, retention basins, natural wetlands, vegetated natural buffers, and pervious pavement/pavers. The LID systems were offered by the developer and were incorporated into the Trinity Gardens PD Developers Agreement. Much of the LID systems are above the typical jurisdictional code requirements including the City, County, and SJRWMD criteria. In a sense, the LID system is acting as a factor of safety and provide additional percolation and treatment above what is minimally required by the City, County, and SJRWMD. LID systems are intended to better mimic the existing conditions and percolate water throughout the project instead of only concentrating it in a central stormwater pond. For that reason, the LID systems are scattered throughout the project as seen on Exhibit C-3. The LID systems will be within the open space tracts and may be financed, owned, operated, and/or maintained by the District. Below is a description of each component of the LID system.

Swales. Swales are being proposed in some locations to provide stormwater retention prior to entering stormwater ponds. The swales will also act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion. The additional landscaping, rocks, etc. will add additional construction costs. The systems will also require additional maintenance to ensure they remain functional and to maintain the aesthetics. The swales will have overflow structures to allow water to stage up in the swales to maximize infiltration and then eventually overflow into the main stormwater system.

Retention Basins. Retention basins will be added to provide stormwater treatment prior to entering select natural wetlands. Some of the depressions are man-made shallow ponds while others are taking advantage of an existing depressions on-site. Similar to the swale, the retention basins will have overflow structures to allow water to stage up in the depression to maximize infiltration and then eventually overflow into the main stormwater system.

Natural Wetlands. Select wetlands that are fully within the project boundary will be preserved and utilized for stormwater attenuation. Stormwater entering these wetlands will be treated in retention basins prior to entering wetlands. Preserving the natural vegetation of the wetlands will also help to further filter the water.

Vegetated Natural Buffers (VNBs). Where feasible, VNBs will be incorporated where home lots back up to stormwater systems or wetlands. VNBs will have vegetation suitable for sediment removal along with nutrient uptake. VNBs will act as a pre-filter prior to entering stormwater ponds, wetlands, or other retention systems. Where feasible, swales will be utilized with VNB's being the secondary option. Similar to swales, the VNBs will require additional maintenance to ensure they remain functional and to maintain the aesthetics.

Pervious Pavement/Pavers. Pervious pavers will be installed in the public right-of-way near the community pool amenity. The pervious paver section will provide stormwater retention prior to entering the stormwater pond. The pervious pavement/pavers will require additional maintenance to ensure they remain function and to maintain the aesthetics. Some or all of the pervious pavement/pavers will be located within on-site roadways that will be owned and maintained by the City. However, the District will finance all pervious pavement/pavers and maintain the remaining pervious pavement/pavers.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

Exhibit K presents a summary of the costs for the Master Project infrastructure including master utility system, master stormwater management system, electric service system, conservation/mitigation areas, on-site roadway improvements, off-site roadway improvements, landscape, hardscape, and irrigation, professional services, and a 15% contingency.

Costs in Exhibit K are derived from expected quantities of the infrastructure multiplied by units costs typical of the industry in Central Florida as of 2022. Included within these costs are technical services consisting of planning, land surveying, engineering, legal, environmental permitting, soils, and material testing related to such infrastructure. These services are necessary for the design, permitting, and construction contract management of the Master Project infrastructure. The costs are exclusive of certain administrative, financing, operation, or maintenance services necessary to operate and maintain the Master Project infrastructure.

5. PERMITTING STATUS

The District is in the limits of the City and City utility service area. The Development was annexed into the City and given a City future land use and zoning district. The City approved a PD zoning district for the entirety of the District.

The Developer has applied for permits for the entirety of the Development. All permits are required before the start of any infrastructure construction. Those permits include the following:

- The City Preliminary Plat/construction plans
- SJRWMD ERP
- County Use Permit (off-site roadway improvements)

- County Health Department (FDEP Wastewater) Permit
- FDEP Water Permit
- Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES)

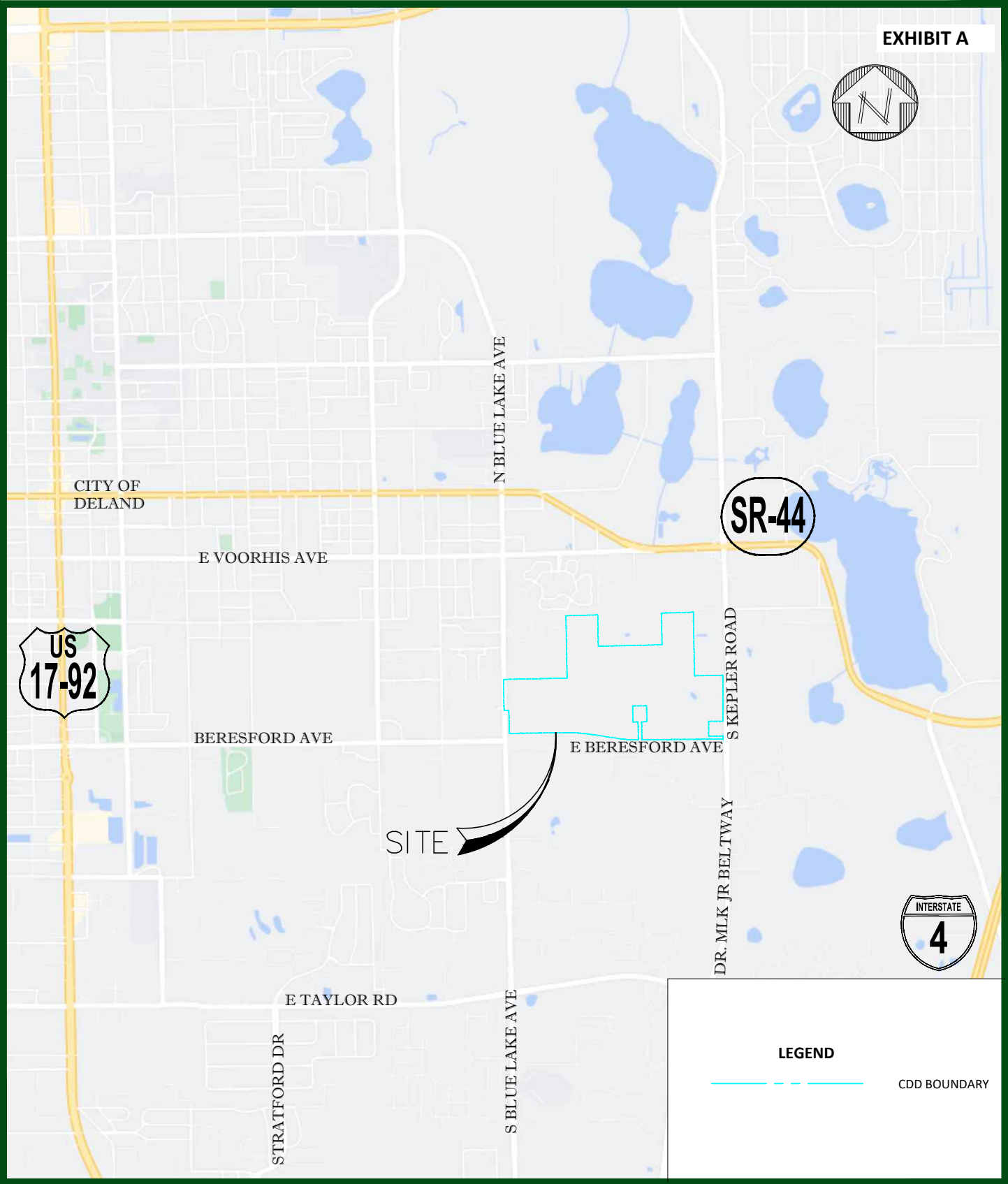
The District Engineer will certify that all permits necessary to complete the Master Project have either been obtained or, in his expert opinion, will be obtained and there is no reason to believe that the necessary permits cannot be obtained for the entire Development.

6. ENGINEER'S CERTIFICATION

It is our opinion that the estimated costs of the Master Project improvements proposed to represent a system of improvements benefitting all developable property located within the District are fair and reasonable and that the anticipated District financed improvements are assessable improvements within the meaning of Chapter 190, F.S. Such benefits will be equal to or be greater than the costs of such improvements. We have no reason to believe that the Master Project cannot be constructed at the cost described in this report. We expect the Master Project improvements may be financed, constructed, and/or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

The Master Project will be owned by the District or other governmental units and such Master Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the Master Project is or will be located on lands owned or to be owned by the District or another public or governmental entity or on perpetual public easements in favor of the District or other public governmental entity. The Master Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Master Project, and that is not used as part of the Master Project, such fill will only be placed on-site at the expense of the Developer. The estimated cost of the Master Project set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Kepler Road Community Development District.



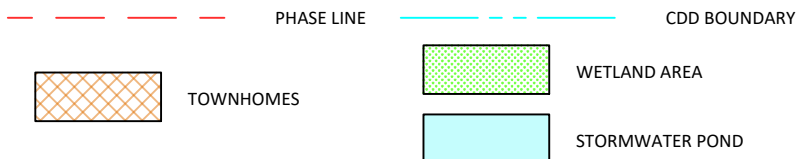
KELLY, COLLINS & GENTRY, INC.	Scale: 1:2800	LOCATION MAP	
	Date: 10/26/2022		
	S: 14 T: 17 R: 30	Exhibit: KEPLER ROAD CDD - EXHIBIT A	
	Job #: 1503.000	Source: KCG, GOOGLE MAPS	
	Drawn by: DSR	Area: CITY OF DELAND, FL	
ENGINEERING / PLANNING	Appvd. by: GPR		10

SR-44

EXHIBIT B



LEGEND



**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

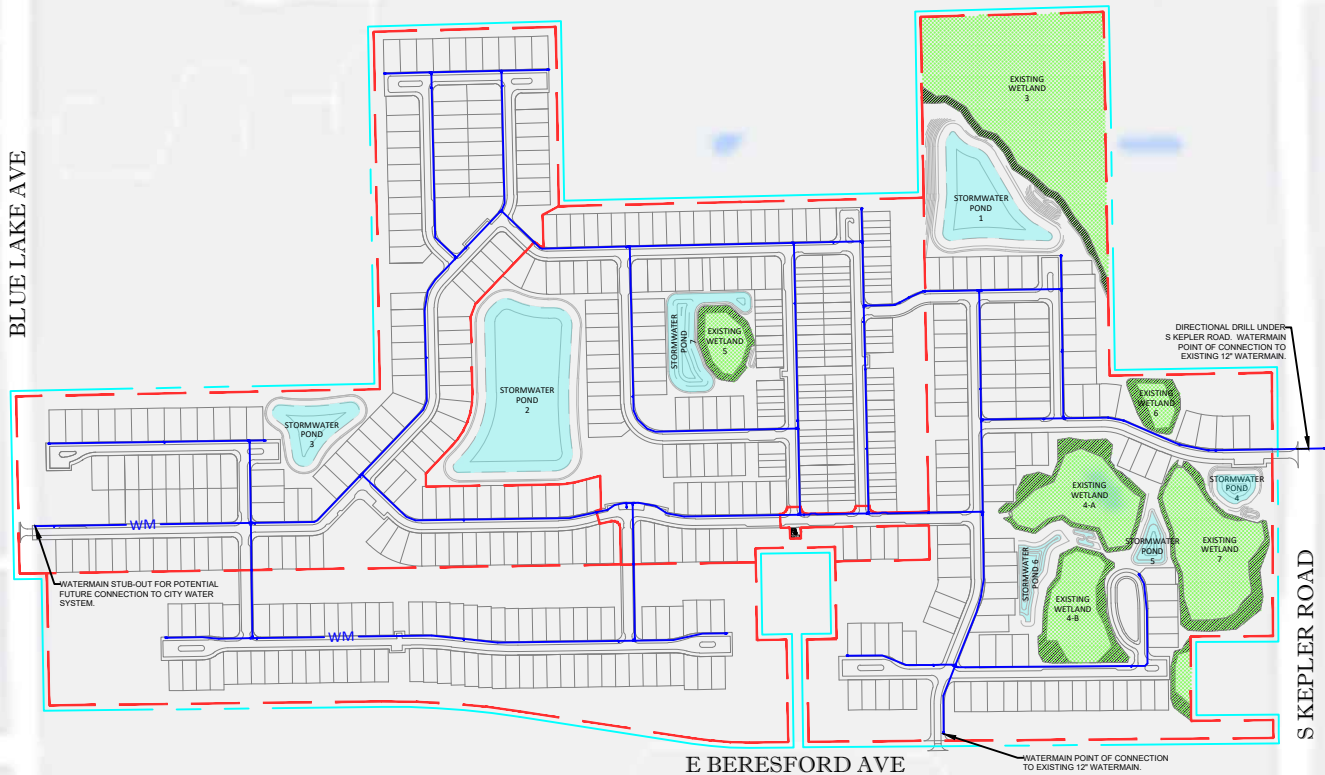
Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

**MASTER SITE
PLAN**

Exhibit: KEPLER ROAD CDD - EXHIBIT B
Source: KCG
Area: CITY OF DELAND, FL

11

SR-44



LEGEND

- PHASE LINE
- CDD BOUNDARY
- POTABLE WATERMAIN
- WETLAND AREA
- STORMWATER POND

**KELLY,
COLLINS &
GENTRY, INC.**

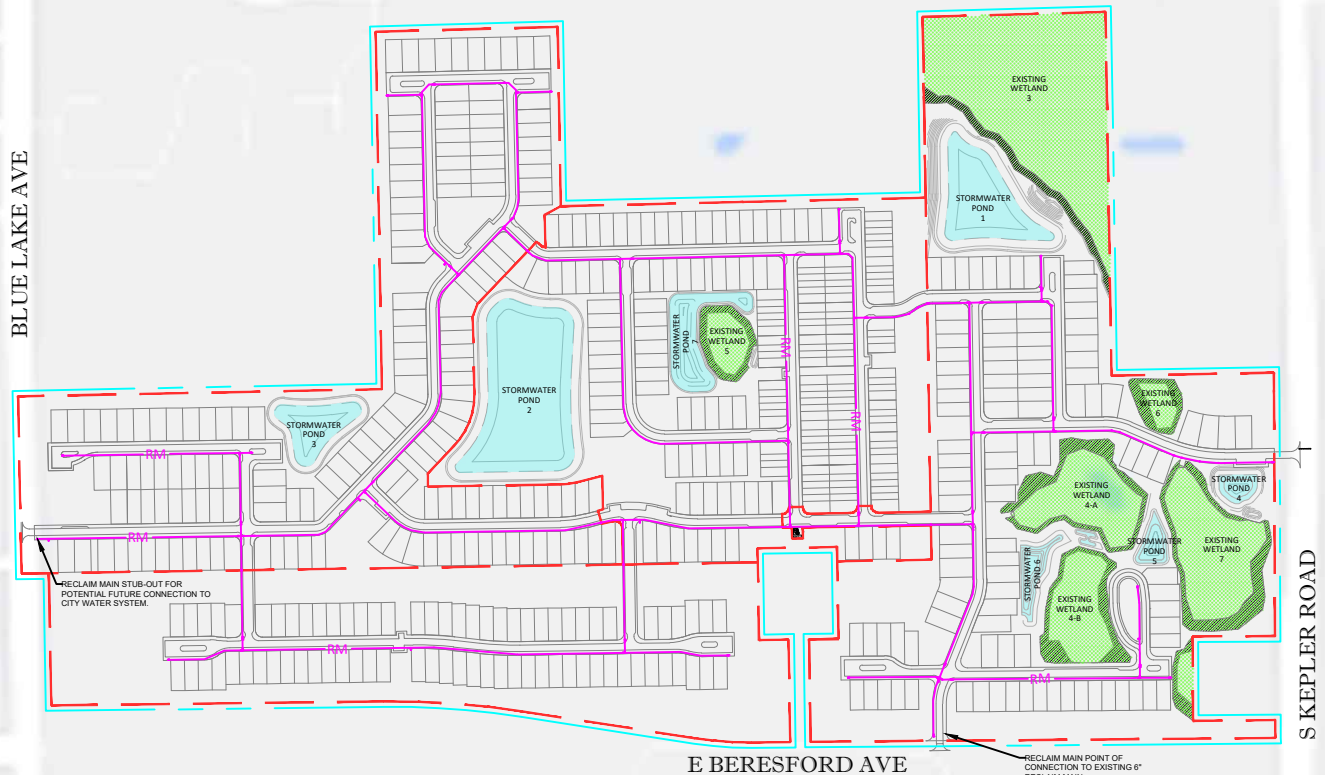
ENGINEERING / PLANNING

Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

**MASTER UTILITY PLAN
POTABLE WATER SYSTEM**

Exhibit: KEPLER ROAD CDD - EXHIBIT C-1
Source: KCG
Area: CITY OF DELAND, FL

SR-44



LEGEND

	PHASE LINE
	CDD BOUNDARY
	RECLAIM WATERMAIN
	WETLAND AREA
	STORMWATER POND

**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

MASTER UTILITY PLAN RECLAIM WATER SYSTEM

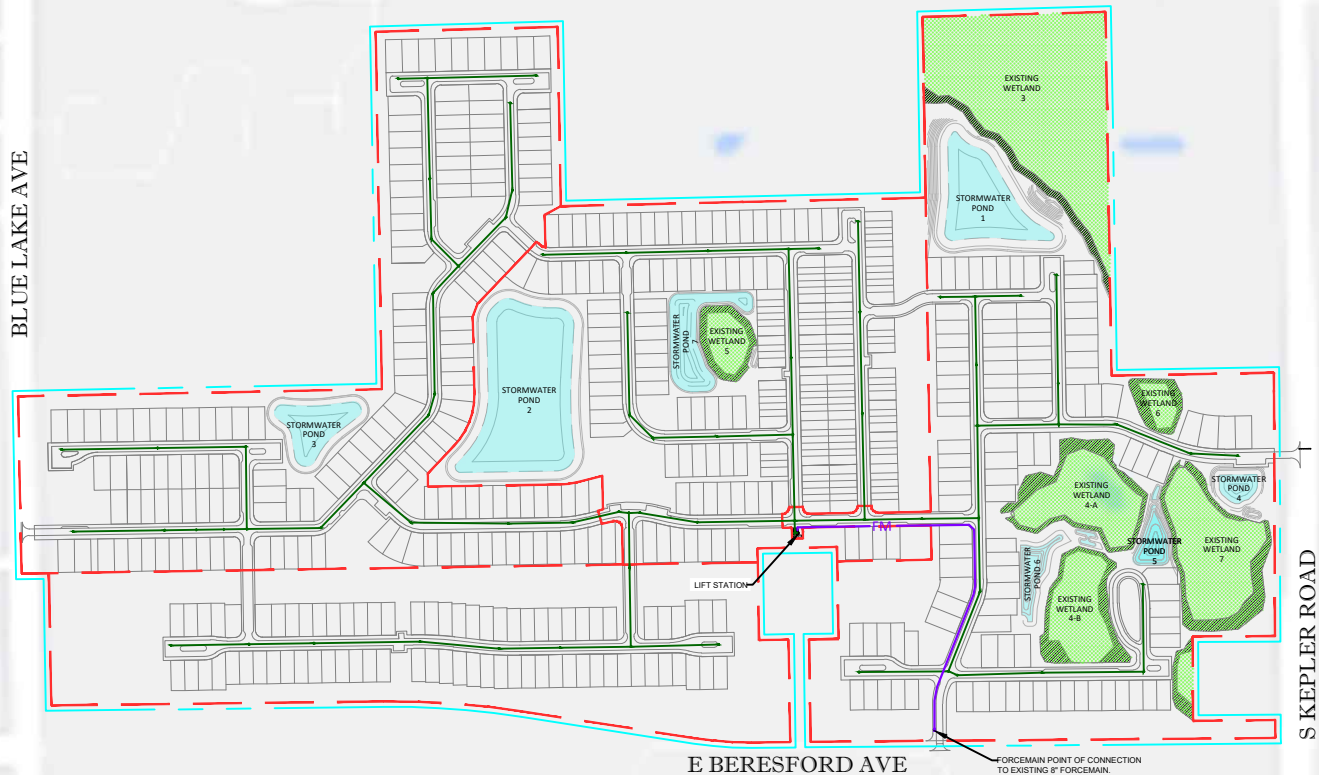
Exhibit: KEPLER ROAD CDD - EXHIBIT C-2

Source: KCG

Area: CITY OF DELAND, FL

13

SR-44



LEGEND

	PHASE LINE
	CDD BOUNDARY
	GRAVITY MAIN
	FORCE MAIN
	WETLAND AREA
	STORMWATER POND

**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

MASTER UTILITY PLAN SANITARY SEWER SYSTEM

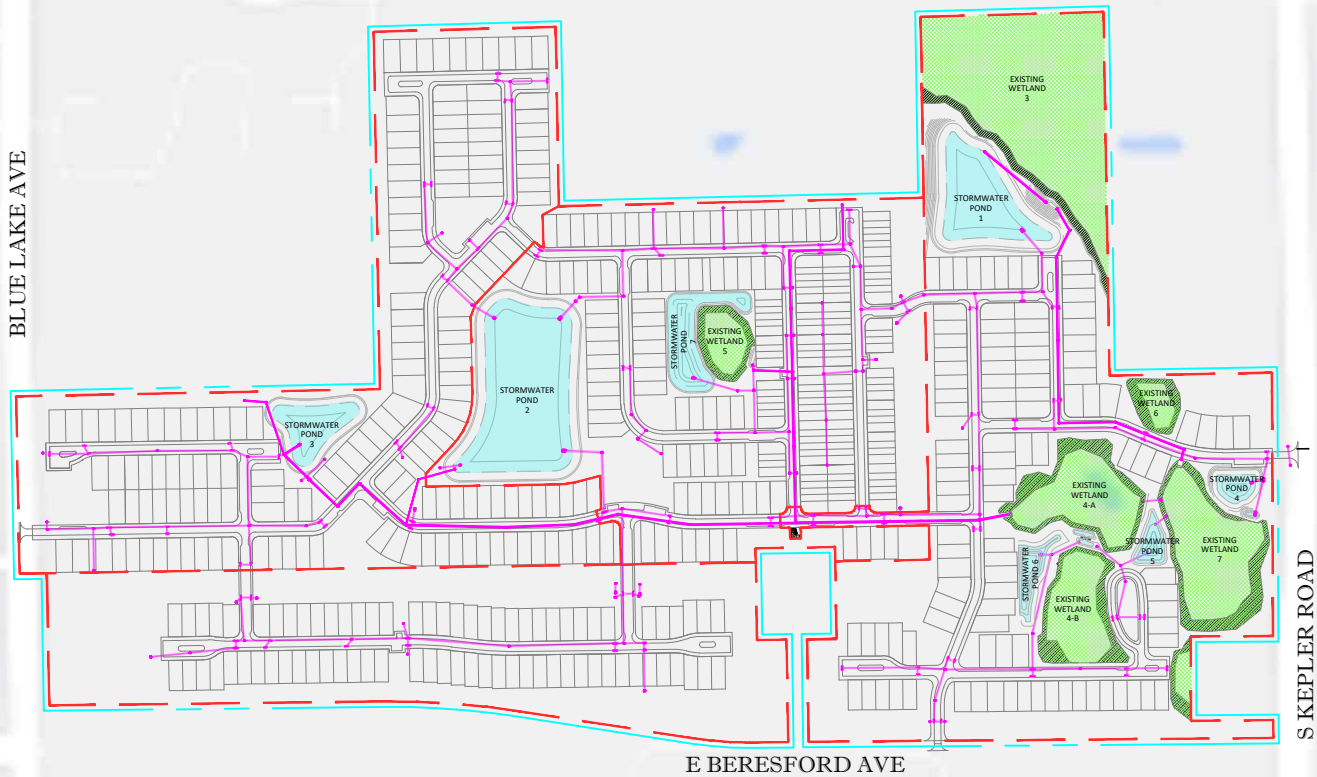
Exhibit: KEPLER ROAD CDD - EXHIBIT C-3

Source: KCG

Area: CITY OF DELAND, FL

14

SR-44



LEGEND

- PHASE LINE
- CDD BOUNDARY
- STORMWATER DRAINAGE
- WETLAND AREA
- STORMWATER POND

**KELLY,
COLLINS &
GENTRY, INC.**

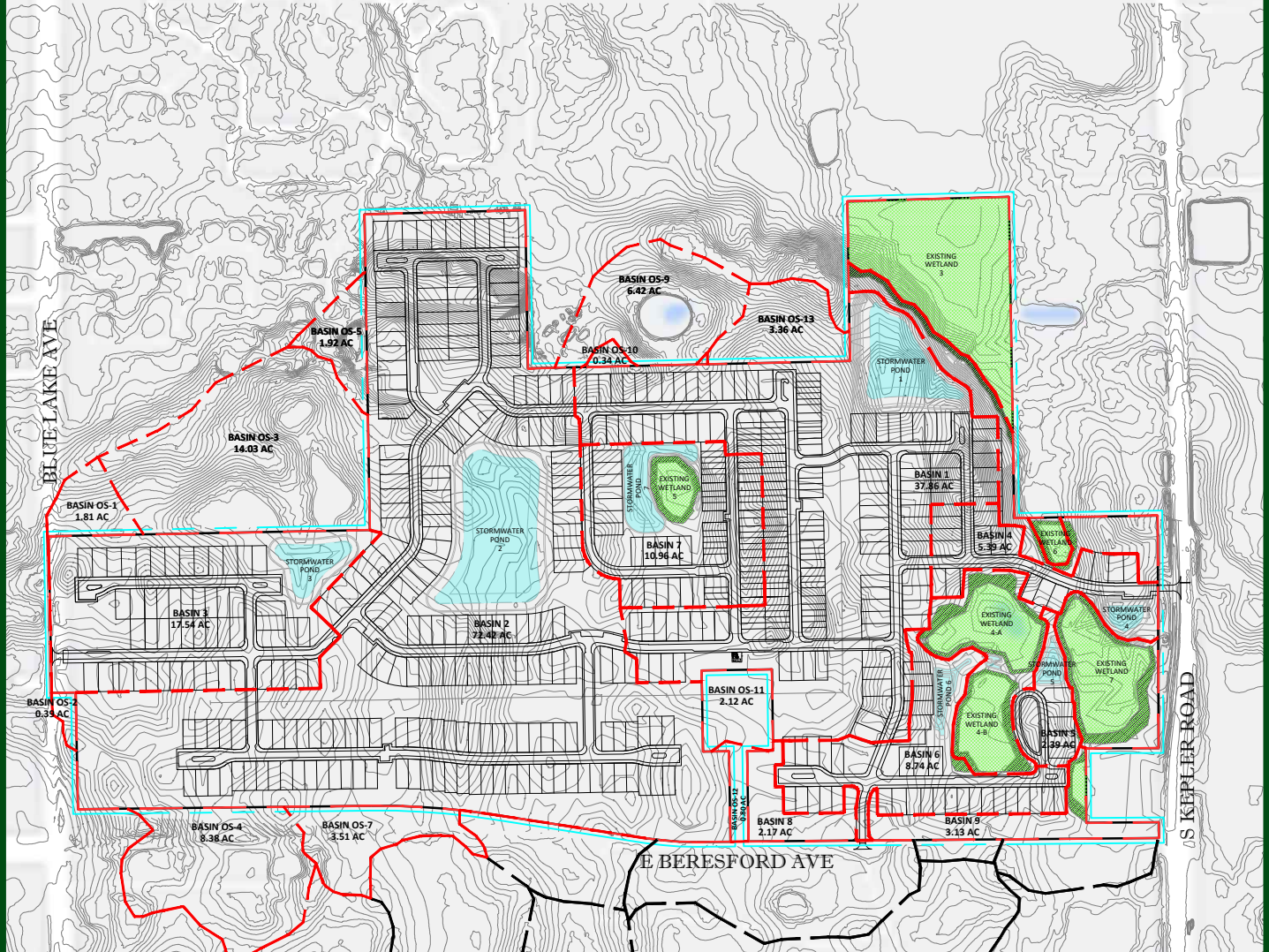
ENGINEERING / PLANNING

Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

**MASTER STORMWATER PLAN
COLLECTION & TREATMENT SYSTEM**

Exhibit: KEPLER ROAD CDD - EXHIBIT D-1
Source: KCG
Area: CITY OF DELAND, FL

SR-44



LEGEND

- BASIN BOUNDARY
- CDD BOUNDARY
- WETLAND AREA
- STORMWATER POND

**KELLY,
COLLINS &
GENTRY, INC.**

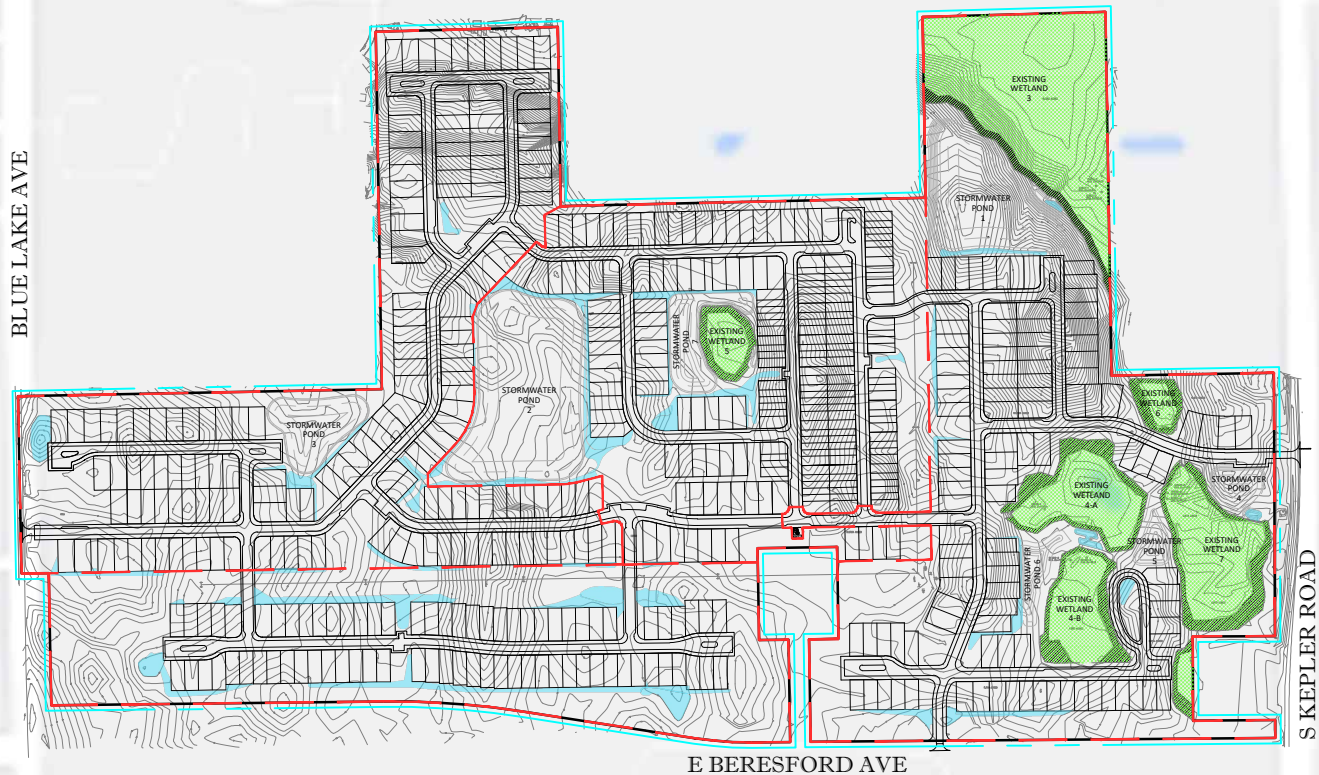
ENGINEERING / PLANNING

Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

**MASTER STORMWATER PLAN
POST DEVELOPMENT BASIN MAP**

Exhibit: KEPLER ROAD CDD - EXHIBIT D-2
Source: KCG
Area: CITY OF DELAND, FL

SR-44



LEGEND

- PHASE LINE
- CDD BOUNDARY
- WETLAND AREA
- AREAS/LID

**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

MASTER STORMWATER PLAN LID STORMWATER

Exhibit: KEPLER ROAD CDD - EXHIBIT D-3

Source: KCG

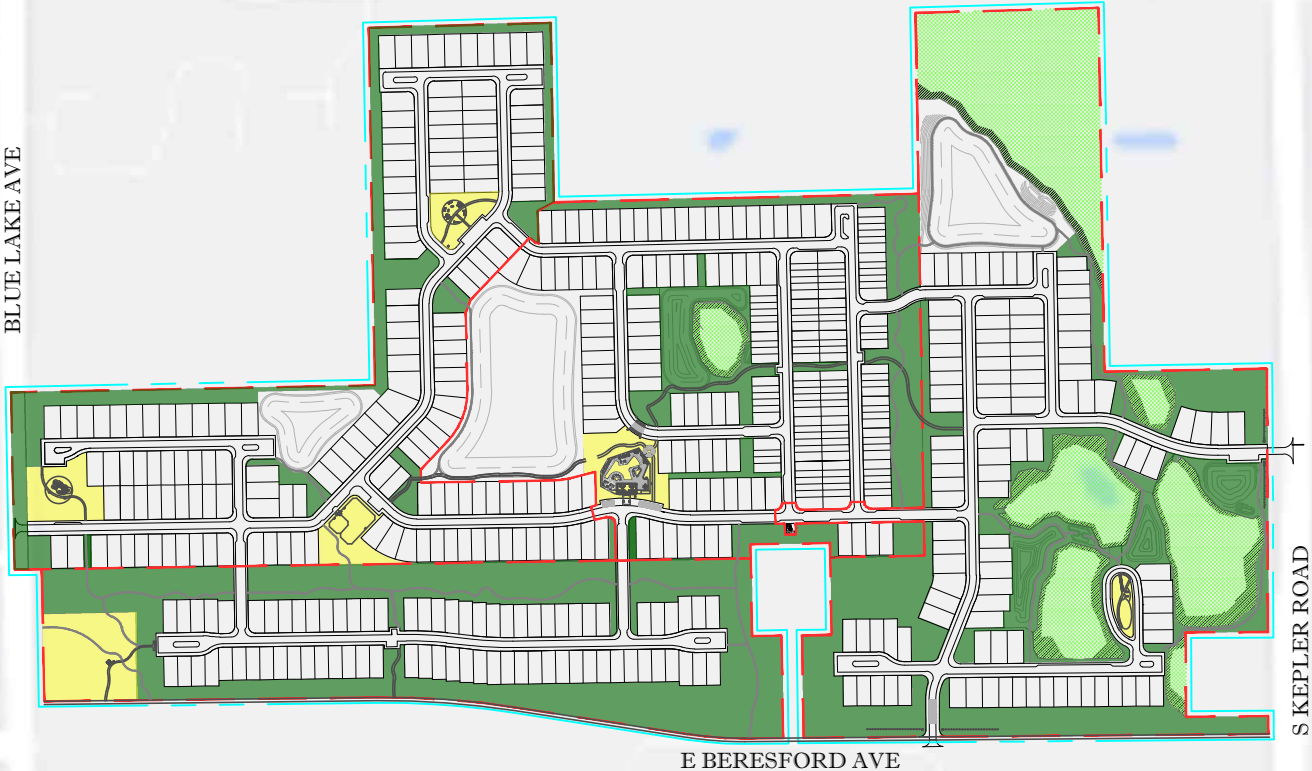
Area: CITY OF DELAND, FL

17

SR-44



BLUE LAKE AVE



S KEPLER ROAD

E BERESFORD AVE

LEGEND

- PHASE LINE
- CDD BOUNDARY
- OPEN SPACE
- WETLAND AREA
- AMENITY

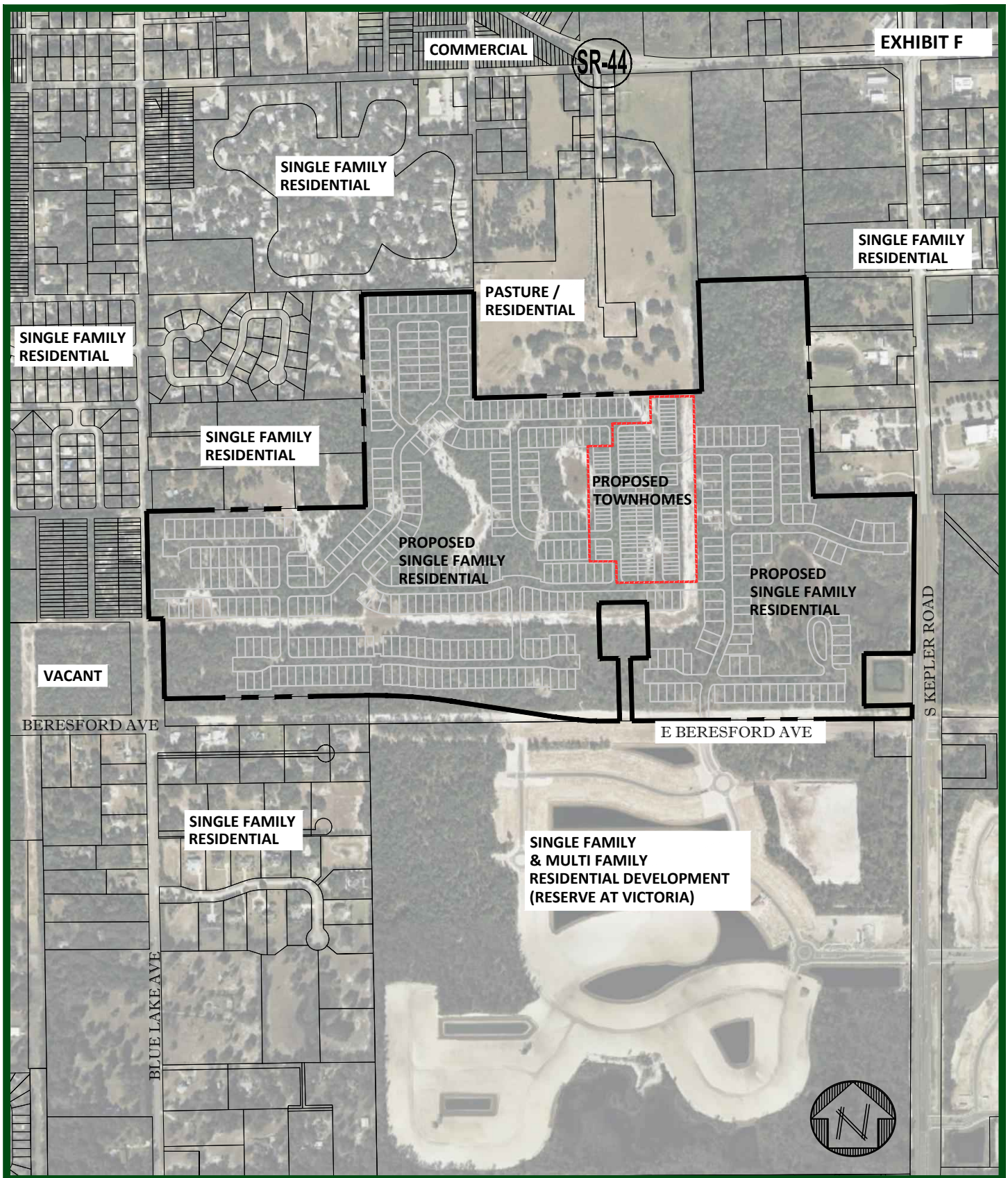
**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

**COMMON
AREAS PLAN**

Exhibit: KEPLER ROAD CDD - EXHIBIT E
Source: KCG
Area: CITY OF DELAND, FL



**KELLY,
COLLINS &
GENTRY, INC.**

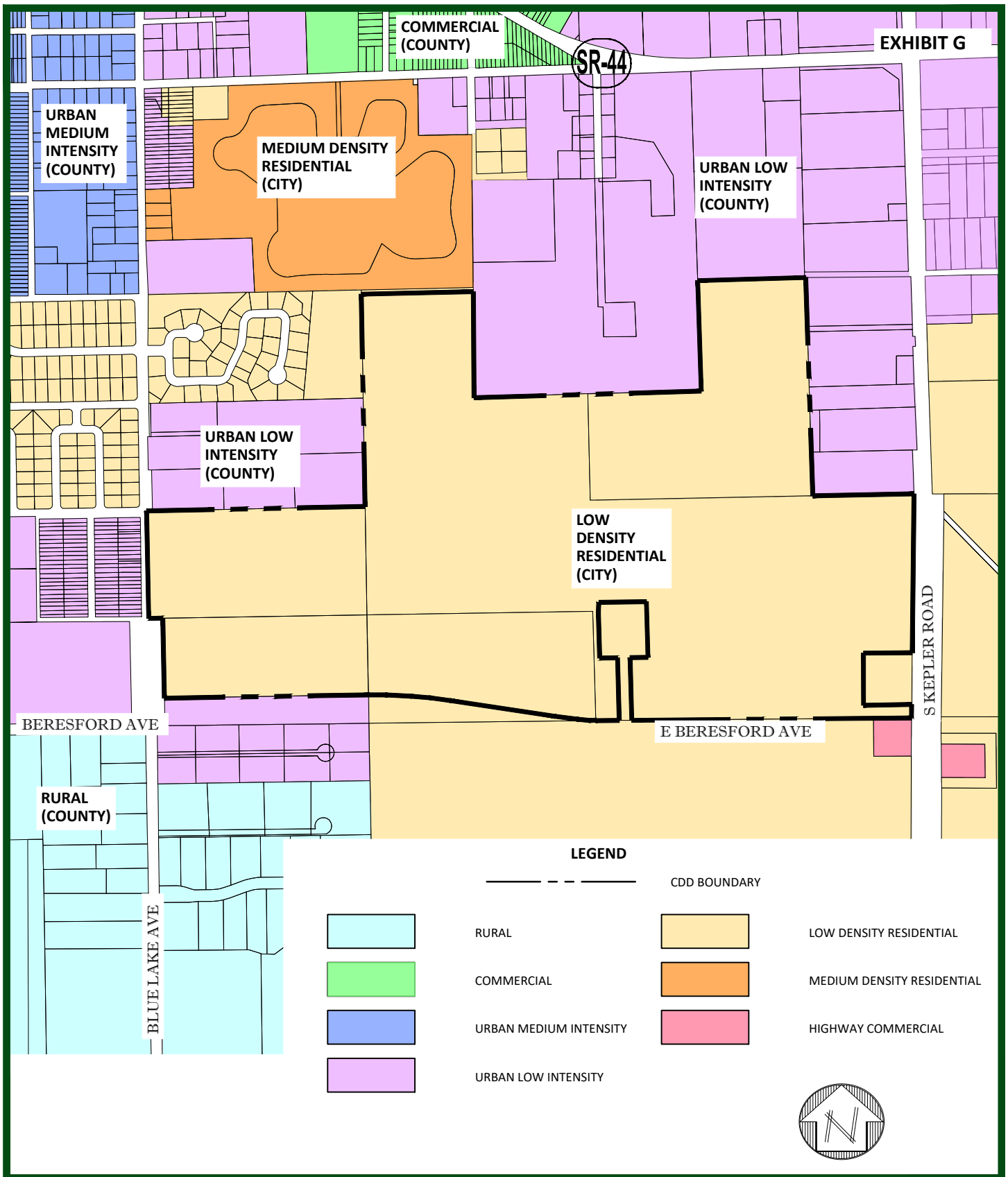
ENGINEERING / PLANNING

Scale: 1:800
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

EXISTING & PROPOSED LAND USE

Exhibit: KEPLER ROAD CDD - EXHIBIT F
Source: CITY OF DELAND PLANNING DEPARTMENT
Area: CITY OF DELAND, FL

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**KELLY,
COLLINS &
GENTRY, INC.**

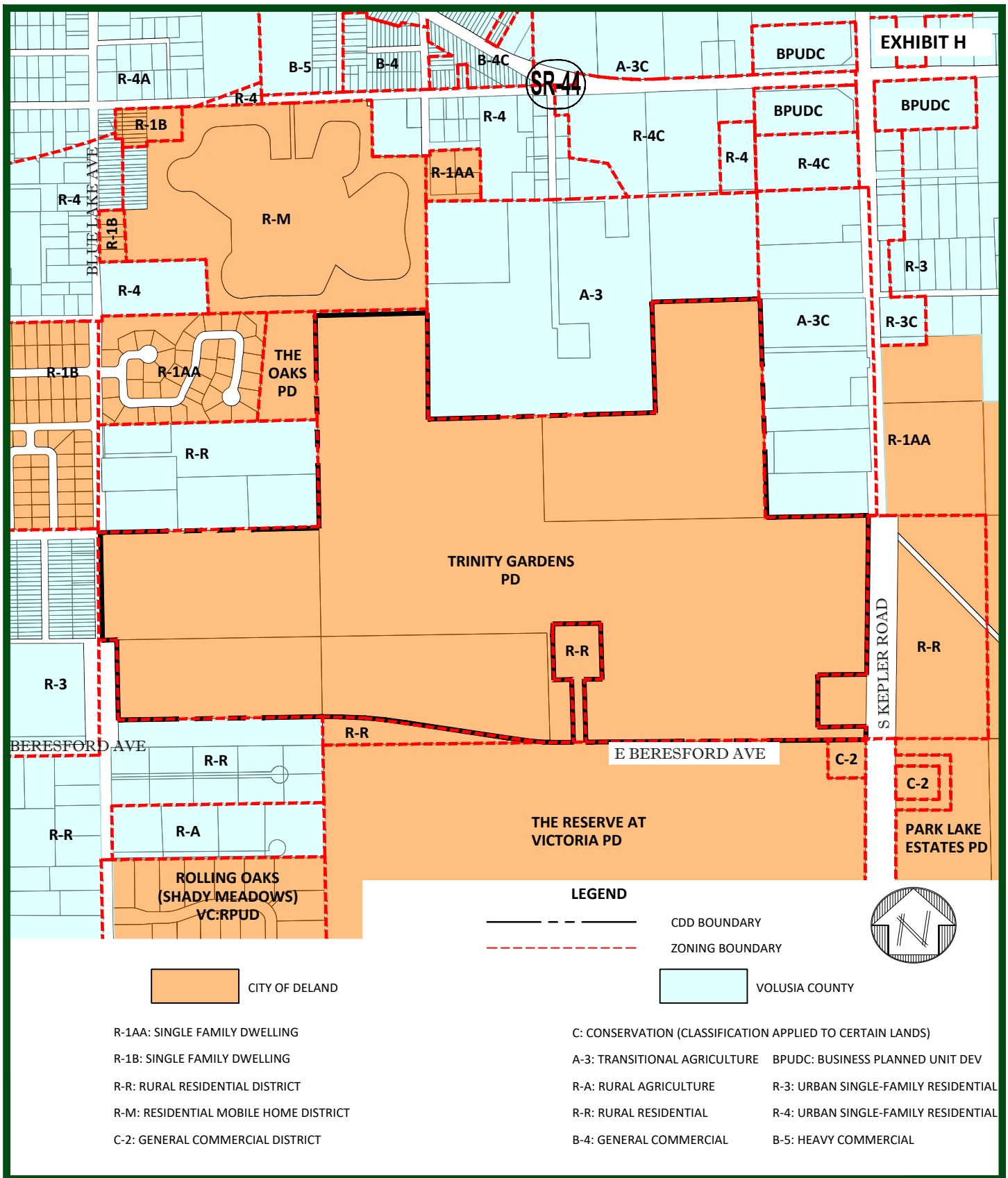
ENGINEERING / PLANNING

Scale: 1:800
Date: 10/26/2022
S: 14 T: 17 R: 30
Job #: 1503.000
Drawn by: DSR
Appvd. by: GPR

FUTURE LAND USE MAP

Exhibit: KEPLER ROAD CDD - EXHIBIT G
Source: CITY OF DELAND PLANNING DEPT.
Area: CITY OF DELAND, FL

20



**KELLY,
COLLINS &
GENTRY, INC.**

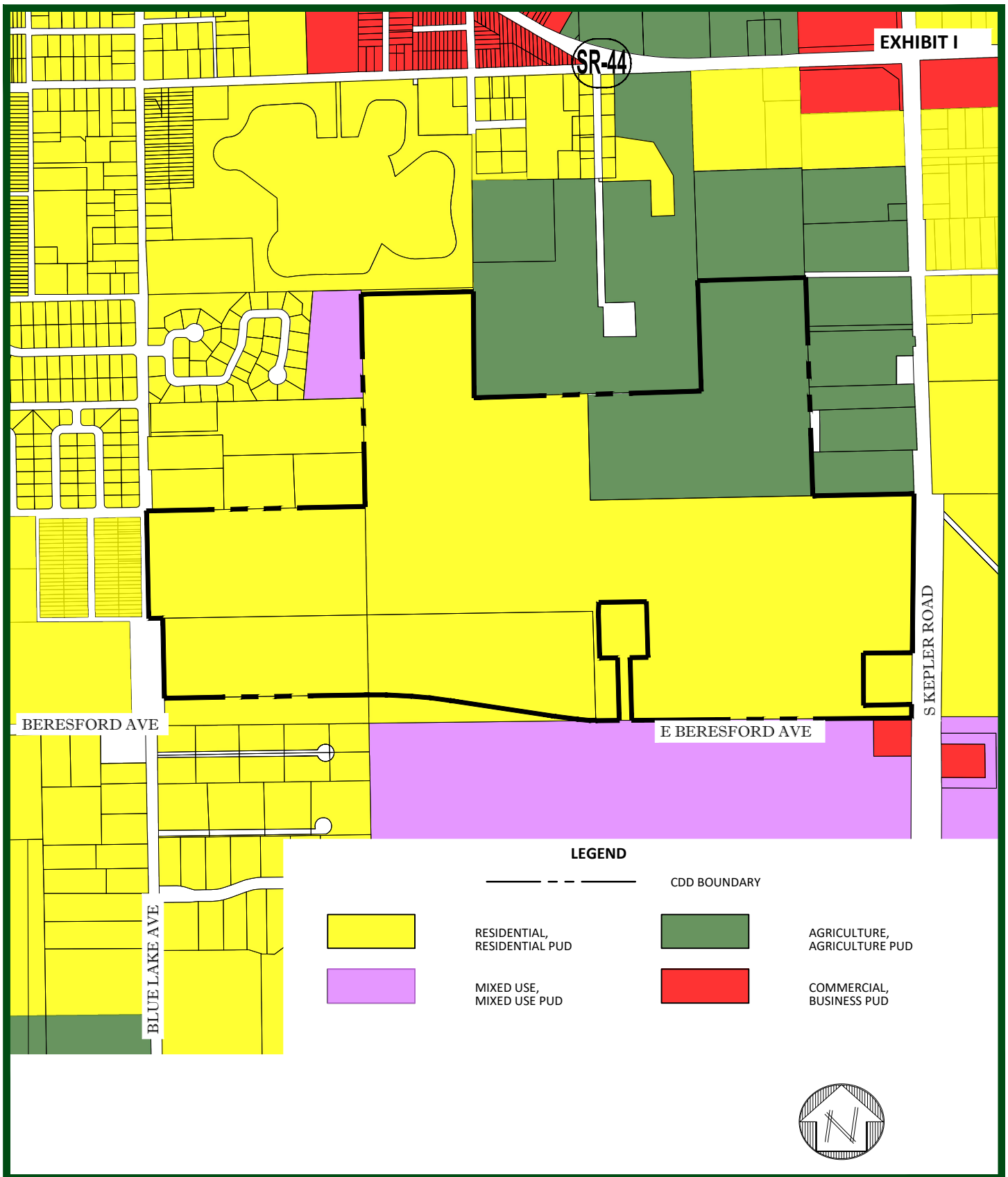
ENGINEERING / PLANNING

Scale: 1:800
 Date: 10/26/2022
 S: 14 T: 17 R: 30
 Job #: 1503.000
 Drawn by: DSR
 Appvd. by: GPR

ZONING MAP

Exhibit: KEPLER ROAD CDD - EXHIBIT H
 Source: CITY OF DELAND PLANNING DEPARTMENT
 Area: CITY OF DELAND, FL

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**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:800
 Date: 10/26/2022
 S: 14 T: 17 R: 30
 Job #: 1503.000
 Drawn by: DSR
 Appvd. by: GPR

GENERAL COUNTYWIDE ZONING MAP

Exhibit: KEPLER ROAD EXHIBIT I
 Source: VOLUSIA COUNTY PROPERTY APPRAISER
 Area: CITY OF DELAND, FL

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BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

DESCRIPTION

PARCEL 1:
The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

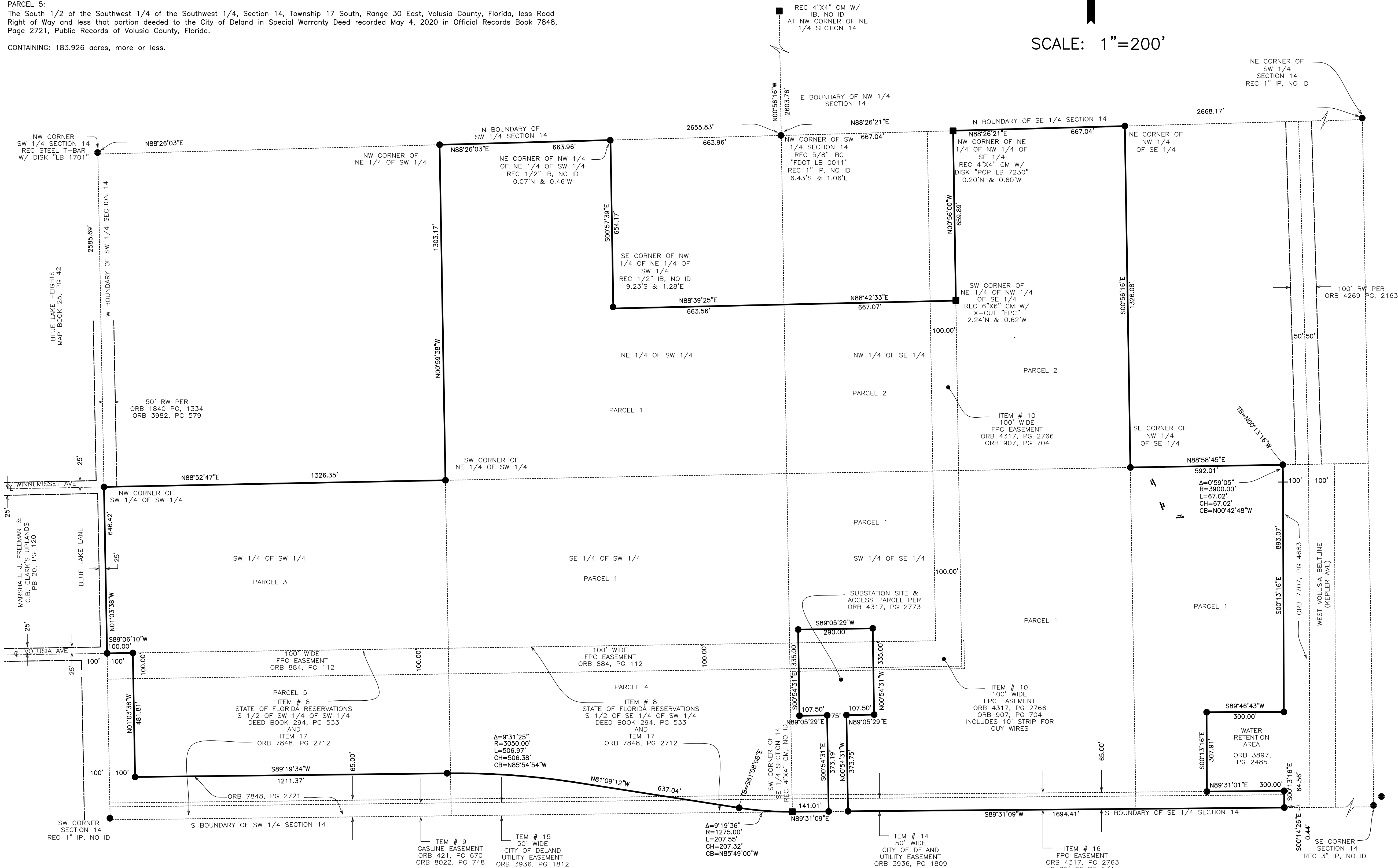
PARCEL 2:
The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:
The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:
The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:
The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.926 acres, more or less.



NOTES

- This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
 - Bearings shown hereon are based on the West Boundary of the Southwest 1/4 of Section 14 as bearing N01°03'38"W, per Florida State Plane coordinates Zone East.
 - A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RT02120856 with a commitment date of April 19, 2021 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:
 - ITEM 8. Phosphate, Minerals, Metals and Petroleum Reservations and rights in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 294, Page 533. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (Blanket over Parcels 4 and 5).
 - ITEM 9. Easement Grant in favor of Houston Texas Gas and Oil Corporation recorded January 16, 1962 in Official Records Book 421, Page 670, as affected by Encroachment Agreement recorded April 7, 2021 in Official Records Book 8022, Page 748. (Parcels 1, 4 and 5) as shown hereon
 - ITEM 10. Easement in favor of Florida Power Corporation recorded June 2, 1967 in Official Records Book 907, Page 704, Supplemental Easement for Distribution Facilities in Existing right of Way recorded June 9, 19, 1998 in Official Records Book 4317, Page 2766. (Parcels 1 and 2) as shown hereon
 - ITEM 11. Covenant to Support Annexation recorded September 25, 1990 in Official Records Book 3527, Page 1921. (Parcels 1 and 4) Blanket
 - ITEM 12. Covenant to Support Annexation recorded October 15, 1990 in Official Records Book 3537, Page 793. (Parcels 1 and 4) Blanket
 - ITEM 13. Ordinance No. 90-41 recorded February 22, 1991 in Official Records Book 3592, Page 551. (Parcels 1 and 4) Blanket
 - ITEM 14. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1809. (Parcel 1) as shown hereon
 - ITEM 15. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1812. (Parcels 4 and 5) as shown hereon
 - ITEM 16. Easement in favor of Florida Power Corporation recorded June 19, 1998 in Official Records Book 4317, Page 2763. (Parcel 1) as shown hereon
 - ITEM 17. Declaration of Covenants and Restrictions recorded May 4, 2020 in Official Records Book 7848, Page 2712. (Parcels 4 and 5) Blanket
4. Elevations shown hereon are based on Volusia County 1988 datum Vertical Control Points:
BLA#4 X-Cut in Concrete Published Elevation 84.343.

LEGEND

- R = RADIUS
- Δ = DELTA
- L = LENGTH
- CH = CHORD LENGTH
- CB = CHORD BEARING
- TB = TANGENT BEARING
- BNDRY = BOUNDARY
- CL = CENTERLINE
- C&G = CURB & GUTTER
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- CSL = CONCRETE SLAB
- DOC. = DOCUMENT
- EL. = ELEVATION
- EP = EDGE OF PAVEMENT
- F = FIELD
- FPC = FLORIDA POWER CORPORATION
- IBC = IRON BAR & CAP
- ID = IDENTIFICATION
- MES = MITERED END SECTION
- OHE = OVERHEAD ELECTRIC WIRES
- ORB = OFFICIAL RECORDS BOOK
- P = PLAT
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RCP = REINFORCED CONCRETE PIPE
- REC = RECOVERED
- R/W = RIGHT OF WAY
- x- = FENCE
- = 4"x4" CONCRETE MONUMENT
- = 5/8" IBC, UNLESS NOTED OTHERWISE
- ⬢ = POWER POLE-METAL
- * = TREE SAND PINE
- ⊠ = SANITARY AIR RELEASE VALVE

CERTIFIED TO:

Central Florida Investment Company, LLC
CMM Investments, LLC
Stewart Family Properties, LLC
Hanover Land Company, LLC
Reliant Title Group, Inc. d/b/a Volusia Title Services
Chicago Title Insurance Company

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9845 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

NOT VALID WITHOUT SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DANIEL E. GENTRY JR., Florida Registration Number 5047
STATE OF FLORIDA
LICENSED SURVEYOR AND MAPPER

FOR:
HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED
HEREON WAS MADE UNDER MY RESPONSIBILITY
AND MEETS THE STANDARDS OF PRACTICE
SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
SURVEYORS AND MAPPERS IN RULE 5J-17,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
CHAPTER 472 FLORIDA STATUTES, UNLESS IT BEARS
THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER THIS
DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR
INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: **DG3**
DATE: **07-12-2021**
DRAWING: **29282-bdy.dwg**
JOB #: **29282**
SHEET: **1 OF 10 SHEETS**

07-12-22 REVISED WETLANDS #4 AND #6

BOUNDARY & TOPOGRAPHIC SURVEY

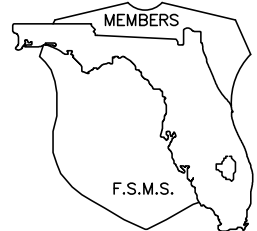
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

DESCRIPTION

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1275.00 FEET: THENCE FROM A TANGENT BEARING OF SOUTH 89 DEGREES 32 MINUTES 15 SECONDS WEST RUN WESTERLY 207.55 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 36 SECONDS TO THE END OF SAID CURVE; THENCE NORTH 81 DEGREES 09 MINUTES 12 SECONDS WEST 637.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3050.00 FEET; THENCE FROM A TANGENT BEARING OF NORTH 81 DEGREES 08 MINUTES 08 SECONDS WEST RUN WESTERLY 506.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 31 MINUTES 25 SECONDS TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 19 MINUTES 34 SECONDS WEST 1211.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH BLUE LAKE AVENUE PER DEED BOOK 306, PAGE 251 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND VOLUSIA COUNTY RIGHT OF WAY MAP PROJECT 1358; THENCE NORTH 01 DEGREES 03 MINUTES 38 SECONDS WEST 481.81 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 06 MINUTES 10 SECONDS WEST 100.00 FEET ALONG SAID RIGHT OF WAY LINE AND SAID NORTH BOUNDARY TO A POINT ON THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 01 DEGREES 03 MINUTES 38 SECONDS WEST 646.42 FEET ALONG SAID RIGHT OF WAY LINE AND SAID WEST BOUNDARY TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 52 MINUTES 47 SECONDS EAST 1326.35 FEET ALONG SAID RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00 DEGREES 59 MINUTES 38 SECONDS WEST 1303.17 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 26 MINUTES 03 SECONDS EAST 663.96 FEET ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 57 MINUTES 39 SECONDS EAST 654.17 FEET ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 39 MINUTES 25 SECONDS EAST 663.56 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 42 MINUTES 33 SECONDS EAST 667.07 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 00 DEGREES 56 MINUTES 00 SECONDS WEST 659.89 FEET ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 26 MINUTES 21 SECONDS EAST 667.04 FEET ALONG SAID NORTH BOUNDARY OF SAID SOUTHEAST 1/4 TO THE NORTHEAST CORNER OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 56 MINUTES 16 SECONDS EAST 1326.08 FEET ALONG THE EAST BOUNDARY OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST 592.01 FEET ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO A POINT ON THE WEST RIGHT OF WAY LINE OF WEST VOLUSIA BELTLINE (KEPLER AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 7707, PAGE 4683 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 3900.00 FEET: THENCE FROM A TANGENT BEARING OF SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST RUN SOUTHERLY 67.02 FEET ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 05 SECONDS TO THE END OF SAID CURVE; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 893.07 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3897, PAGE 2485 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 46 MINUTES 43 SECONDS WEST 300.00 FEET ALONG THE NORTH BOUNDARY OF SAID LANDS TO THE NORTHWEST CORNER OF SAID LANDS;; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 307.91 FEET ALONG THE WEST BOUNDARY OF SAID LANDS TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89 DEGREES 31 MINUTES 01 SECONDS EAST 300.00 FEET ALONG THE SOUTH BOUNDARY OF SAID LANDS TO THE SOUTHEAST CORNER OF SAID LANDS AND A POINT ON THE AFORESAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 64.56 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 26 SECONDS EAST 0.44 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE SOUTH 89 DEGREES 31 MINUTES 09 SECONDS WEST 1691.41 FEET ALONG SAID SOUTH BOUNDARY TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4317, PAGE 2773 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING 7 COURSES AND DISTANCES: THENCE NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST 373.75 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST 107.50 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST 335.00 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST 290.00 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST 335.00 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST 107.50 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST 373.19 FEET TO A POINT ON SAID SOUTH BOUNDARY OF THE SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 31 MINUTES 09 SECONDS WEST 141.01 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.

MEMBERS



F.S.M.S.

JONES, WOOD & GENTRY, INC.

PROFESSIONAL SURVEYORS AND MAPPERS – L81

9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

FOR:

HANOVER LAND COMPANY, LLC

BY: DG3

DATE: 07-12-2022

DRAWING: 29282-bdy.dwg

JOB: 29282

SHEET: 2 OF 10

EXHIBIT K – Opinion of Probable Construction Costs

Kepler Road CDD Opinion of Probable Construction Costs					
Proposed Improvements Cost (2022)	Total	Phase 1	Phase 2	Phase 3	Phase 4
# Lots	543	110	199	159	75
Anticipated Construction Timeline		2023-2024	2024-2025	2025-2026	2027-2028
1. Master Utilities System (Onsite)					
a. Sanitary Sewer System	\$ 3,301,468	\$ 973,555	\$ 710,150	\$ 1,237,325	\$ 380,438
b. Water Distribution System	\$ 2,522,545	\$ 591,770	\$ 702,100	\$ 852,550	\$ 376,125
c. Reuse Water System	\$ 1,956,167	\$ 458,902	\$ 544,460	\$ 661,130	\$ 291,675
2. Master Stormwater Management System	\$ -				
a. Pond and Roadway Earthwork	\$ 5,909,794	\$ 2,085,051	\$ 1,940,927	\$ 1,221,277	\$ 662,538
b. On and Offsite Storm Conveyance System	\$ 2,899,041	\$ 680,093	\$ 806,890	\$ 979,795	\$ 432,263
3. Electrical Service Systems (Underground)	\$ 803,250	\$ 193,050	\$ 276,750	\$ 236,250	\$ 97,200
4. Conservation/ Mitigation Areas	\$ 387,200	\$ 387,200			
5. On-Site Roadway Improvements	\$ 3,992,932	\$ 935,161	\$ 1,174,439	\$ 1,284,321	\$ 599,012
6. Off-Site Roadway and Utility Improvements	\$ 225,000	\$ 75,000	\$ 75,000	\$ 75,000	
7. Multi-Model Trail Beresofrd	\$ 115,000	\$ 60,000			\$ 55,000
8. Landscaping, Hardscaping, and Irrigation ²	\$ 818,598	\$ 203,000	\$ 119,796	\$ 370,250	\$ 125,552
9. Professional Consulting Fees ¹	\$ 2,265,030	\$ 1,645,126	\$ 247,184	\$ 227,889	\$ 144,831
10. Contingency (15%)	\$ 3,779,403				
TOTAL	\$ 28,975,427				
¹ Includes engineering, legal, and other consultant fees					
² Balance of trails/paths included under #8					

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Carl Eldred
106 East College Avenue, Suite 700
Tallahassee, FL 32301
Direct: (850) 354-7621
Email: celdred@stearnsweaver.com

MEMORANDUM

TO: City of DeLand
Attn: Rick Werbiskis

FROM: Carl Eldred

DATE: April 10, 2023

RE: Review of Petition to Establish Kepler Road Community Development District

Introduction

TLC Trinity Gardens, LLC (“Trinity”) is the owner and developer of the Trinity Gardens project generally located south of State Road 44, west of S. Kepler Road/Dr. Martin Luther King, Jr. Beltway, east of S. Blue Lake Avenue, and north of the planned E. Beresford Avenue extension, all within the City of DeLand. The project is planned for approximately 543 residential units. Trinity wishes to establish a community development district (“CDD”) over the entire 184 acre project and on or about November 7, 2022, filed with the City of DeLand (“City”) a Petition to Establish Kepler Road Community Development District (“Petition”).

You asked us to review the Petition to determine whether it meets applicable requirements and to identify potential additional areas of consideration or concern related to the proposed establishment of the Kepler Road CDD.

Summary

The Petition generally satisfies the basic requirements of Section 190.005, Florida Statutes and City of DeLand Resolution 2020-58 such that the City may proceed with scheduling a public hearing on the matter. We recommend that appropriate City Staff review the Petition, in particular the areas identified below, to ensure consistency with prior approvals.

Statutory Requirements

The procedure and requirements for establishing a CDD are set forth in Section 190.005, Florida Statutes. A petition must include a metes and bounds legal description of the property, written consent to the establishment of the district by all landowners within the district, a designation of the initial five person board of supervisors, district name, map of the district showing current major trunk water mains and sewer interceptors and outfalls, proposed timetable for construction of district services and estimated cost of construction, a designation of future public and private uses of land within the district by future land use plan element of the

applicable comprehensive plan, and a statement of estimated regulatory costs (“SERC”). § 190.005(1)(a), Fla. Stat.

A public hearing must be held by the City to consider the petition in accordance with Section 190.005(2)(b), Florida Statutes. Trinity must publish notice of the hearing for four successive weeks on a publicly accessible website or newspaper. At the hearing, the City must make a determination to grant or deny the Petition based on the entire record and the following factors:

1. Whether all statements contained within the petition have been found to be true and correct;
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan;
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district;
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
6. Whether the area that will be served by the district is amenable to separate special-district government.

§ 190.005(1)(e), Fla. Stat.

City Resolution 2020-58 Considerations

The City adopted Resolution 2020-58 (“Resolution”) establishing policies pertaining to the considerations relating to the potential creation of CDDs. The Resolution requires consideration of the statutory requirements referenced above along with the following additional considerations:

- i. Whether creation of the CDD will enhance the tax base for the City;
- ii. Whether the CDD will provide public infrastructure or public services in excess of those that would be attained within the normative development process, with consideration to the following elements:
 - a. Roadway enhancements which benefit traffic circulation beyond the project.
 - b. Enhanced landscaping along project roadways and boundaries;
 - c. Parks with amenities/facilities.
 - d. Land and/or facilities for public services such as fire stations, schools, etc.
 - e. Use of stormwater harvesting and promotion of water conservation.
 - f. Maintenance by the CDD of all right-of-way infrastructure and landscaping.
- iii. Whether benefits inure to the City resulting from the redevelopment of the property.

- iv. Whether an interlocal agreement has been proposed by the developer that provides for enhanced monitoring and accountability of the CDD and its operations, and that assures the City of development standards and conditions that benefit the citizens of the City.
- v. Whether the developer has proposed an Interlocal agreement with the City that assures the City of development standards and conditions that benefit citizens of the City.

Resolution, at Sections 2(a)(2) – 2(a)(6).

The Kepler CDD Petition

The Petition requests that the City 1) hold a public hearing in accordance with Section 190.005(2)(b), Florida Statutes, to consider the establishment of the Kepler Road CDD, 2) grant the Petition and adopt an Ordinance establishing the Kepler Road CDD, and 3) consent to the CDD's exercise of additional special powers to provide recreational facilities and provide security of CDD facilities.

1. Statutory Requirements

The Petition generally follows the statutory requirements in Section 190.005(1)(a), Florida Statutes, and provides sufficient information, including exhibits, to satisfy the basic statutory requirements. See e.g., Petition, at ¶¶1-11. The accuracy of the information contained in the Petition, along with additional testimony demonstrating the satisfaction of these requirements, should be provided in person at the hearing or provided in advance of the hearing in the form of pre-filed testimony.

2. City Resolution 2020-58 Considerations

On its face, the Petition and exhibits include information supporting satisfaction of the specific considerations identified in Resolution Sections 2(a)(2) – 2(a)(6). See e.g., Petition, at ¶15. It should be noted that an interlocal agreement has not been proposed by Trinity, but the Petition does provide that Trinity is willing to execute an interlocal agreement that complies with Resolution Sections 2(a)(5) and (2)(a)(6).

3. CDD Powers

The general powers of a CDD are established by statute in Section 190.011, Florida Statutes, which include the power to issue bonds and levy special assessment. A CDD may also exercise the special powers in Section 190.012(1) and (3), Florida Statutes, which include the power to finance, acquire, construct and maintain certain utilities, roads, conservation areas and other facilities or projects required pursuant to a development order, as well as the power to adopt and enforce rules of procedure in connection with such facilities. Some special powers, however, may only be exercised if specifically requested by Petitioner and consented to by the City.

In the Petition, at paragraph 13, Trinity requests that the City consent to the District's exercise of the additional special powers to finance, acquire, construct, operate, and maintain 1) parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and 2) security, which includes guardhouses, fences and gates, and electronic intrusion detection

systems. § 190.012(2)(a), Fla. Stat. Such powers are routinely requested by CDDs and facilitate the construction of various recreational amenities, such as pools, parks and trails, and enable a CDD to operate security systems to protect such facilities. The City may limit and identify the specific security powers that are granted in the resolution establishing the CDD.

4. Specific Issues for City Staff Consideration

We recommend that City Staff review the Petition generally, but in particular we recommend that appropriate City Staff review and evaluate the following items:

- a. Existing and Future Land Uses – we recommend that appropriate City Staff review the Petition to ensure the establishment of the Kepler Road CDD is not inconsistent with any applicable element or portion of the state or local comprehensive plan and is consistent with prior approvals.
- b. Major Water and Wastewater Facilities – the existing major trunk water mains, sewer inceptors, and the major outfall canals and drainage basins are depicted in Exhibit 5 of the Petition. We recommend that appropriate City Staff review the information provided to determine accuracy and consistency with any prior approvals.
- c. Estimated Construction Costs – the estimated costs and timeline for constructing the public infrastructure and improvements within the District is provided in Exhibit 7 of the Petition. We recommend that appropriate City Staff review the information provided to determine whether the estimated costs are reasonable and that the anticipated improvements are consistent with prior approvals.
- d. Proposed Ownership and Operation and Maintenance of District Improvements – Exhibit 6-A of the Petition identifies the City as being the future owner and entity responsible for the operation and maintenance of certain District improvements. We recommend that appropriate City Staff review the proposed allocation to ensure consistency with prior approvals and the City’s understanding of these matters.
- e. Additional Public Infrastructure or Services – we recommend that City Staff confirm the CDD satisfies the requirements of Resolution Section 2(a)(3) which requires the CDD to provide public infrastructure or public services in excess of those that would be attained within the normative development process.
- f. Statement of Estimated Regulatory Costs – while we have reviewed the SERC and believe it contains the information required in Section 120.541(2), Florida Statutes, we recommend that appropriate City Staff further review this document.

Next Steps

We recommend the following actions be taken in furtherance of the Petition process: 1) City Staff review of the Petition and issues identified above; and 2) review and approval of a proposed Interlocal Agreement submitted by Trinity consistent with Resolution Sections 2(a)(5) and (2)(a)(6). The public hearing may be scheduled following satisfactory completion of these actions.

Please do not hesitate to contact Carl Eldred at celdred@stearnsweaver.com or at 850-354-7621 should you have any additional questions.

ORDINANCE NO. 2022 - 10

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY OF DELAND'S RR, RURAL RESIDENTIAL, VOLUSIA COUNTY'S R-R, RURAL RESIDENTIAL AND VOLUSIA COUNTY'S A-3, TRANSITIONAL AGRICULTURE TO TRINITY GARDENS PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT 791 SOUTH BLUE LAKE AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 183.92 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Michael Woods, Esq., LLC (hereinafter referred to as "Applicant"), on behalf of the property owner, owns approximately 183.92 +/- acres of land located at 791 South Blue Lake Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from City of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential and A-3, Transitional Agriculture to Trinity Gardens PD, Planned Development; and

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

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

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

WHEREAS, the proposed development plan is consistent with the Urban Low Intensity land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from City of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential, and Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Planned Development District, on the property located at 791 South Blue Lake 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 Trinity Gardens 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 Trinity Gardens 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.

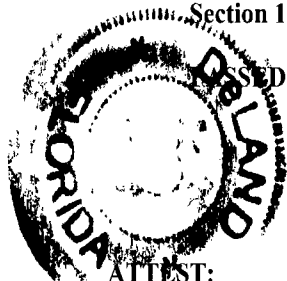
Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

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. 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 12. This Ordinance shall become effective immediately upon its adoption.



PASSED AND DULY ADOPTED this 16th day of May, 2022.

Robert F. Appgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: April 18, 2022

Adopted on second reading: May 16, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

TRINITY GARDENS

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve

EXHIBIT "A"

and said right of way line through a central angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°54'54"W and a chord distance of 506.38 feet; thence run Westerly 506.97 feet along the arc of said curve and said right of way line through a central angle of 09°31'25" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet along said right of way line to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14; thence S89°06'10"W 100.00 feet along said right of way line and said South boundary to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence N01°03'38"W 646.42 feet along said right of way line and the West boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Northwest corner of said

EXHIBIT "A"

Southwest 1/4 of the Southwest 1/4; thence N88°52'47"E 1326.35 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14; thence N00°59'38"W 1303.17 feet along the West boundary of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 183.922 acres, more or less.

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # Z-21-128, Application of

HANOVER LAND COMPANY, LLC

ORDINANCE # 2022-10

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM CITY R-R,

COUNTY A-3 & COUNTY RR TO

TRINITY GARDENS PD

The application of Hanover Land Company, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on May 16, 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 December 15, 2021, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the Property from City R-R, County A-3 & County RR to Trinity Gardens 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 16th DAY OF May, 2022, AS FOLLOWS:

A. That the Application of Hanover Land Company, LLC, a Florida limited liability company, for the rezoning of the Property is hereby granted.

B. That the zoning classification of the Property is hereby amended from City R-R, County A-3 & County RR to Trinity Gardens PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand is hereby amended to
2 show the rezoning of the Property to Trinity Gardens PD.

3

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

12

13 E. Unless otherwise provided for herein the City of DeLand, Land Development
14 Regulations Ordinance No. 2013-11, as amended, shall apply to the Property and the PD in
15 the same manner as the R-1 zoning classification.

16

17 E. Except as otherwise stated herein, nothing in the Development Agreement is
18 intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
19 other City Ordinances.

20

21

22

DEVELOPMENT AGREEMENT

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

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Kelly, Collins & Gentry, Inc., and dated April 25, 2022 and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Ordinance and Development Agreement by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Land Development Regulations Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

D. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a final subdivision plat of the area to be subdivided, whether one phase or multiple phases, shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development

Regulations, Ordinance No. 2013-11, as amended.

E. Unified Ownership. The applicant or its successors shall maintain unified ownership of the Property until after issuance of the final subdivision plat. The applicant or its successors are entitled to develop the Property in multiple phases, and the applicant or its successors shall be entitled to convey ownership of any portion of the Property which is subject to a final subdivision plat, but must maintain unified ownership of any portion of the Property which is not subject to a final subdivision plat.

F. Phases of Development. Development of the Property can be accomplished in four phases and the general boundaries of the specific phases are depicted on the Planned Development Plan, with required easements for development and infrastructure servicing the phases, including shared facilities such as stormwater systems and internal driveways, being constructed as required for each phase. Individual phases may be developed and constructed simultaneously and/or in any order, however, and final subdivision plats shall be required for each phase. The projected phasing of the development is as follows:

PHASE	50'	60'	TOWN HOME	TOTAL	PHASE AREA (AC)	DENSITY
Phase 1	66	40	0	106	62.35	1.70
Phase 2	85	0	118	203	45.04	4.51
Phase 3	104	55	0	159	44.33	3.59
Phase 4	75	0	0	75	32.18	2.33

TOTALS	330	95	118	543	183.90	2.95
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1

2 G. Land Uses Within the PD. The development of the Property shall be
3 consistent with the uses prescribed for each area within the proposed Trinity Gardens PD.
4 The location and size of said land use areas are shown on the Development Plan Map,
5 Exhibit "B". The following land uses shall be allowed as permitted principal uses and
6 structures along with their customary accessory uses and structures:

7 Permitted Uses within Residential Areas:

8 1. Single-Family Residences:

9 Single-family dwellings, except mobile homes.

10 Family day care home.

11 Mini and neighborhood parks.

12 Community uses including but not limited to clubhouse, cabana, dog
13 park, community garden, and bicycle facilities.

14 2. Townhome Residences:

15 Two-family dwellings and duplexes.

16 Multiple-family dwellings and duplexes.

17 Family day care home.

18 Mini and neighborhood parks.

19 Community uses including but not limited to clubhouse, cabana, dog
20 park, community garden, and bicycle facilities.

21

22 H. Development Standards. All development for the property shall rely upon the
23 standards set forth below for each phase of development as identified on the Planned

1 Development Plan. The maximum number of units permitted for all Phases shall not exceed
 2 543.

3 1. Single-Family Residences:

4 a. Maximum unit count of Single-Family Residences: 425

	50' Lots	60' Lots
1. Minimum lot area:	5,750 sq. ft.	6,900 sq. ft.
2. Minimum lot width:	50 ft.	60 ft.
3. Minimum lot length:	115 ft.	115 ft.
4. Minimum building setbacks:		
a. Front yard to garage face/door:	25 ft.	25 ft.
b. Front yard to structure:	15 ft.	15 ft.
c. Rear yard:	20 ft.	20 ft.
d. Rear yard screen enclosure	5 ft.	5 ft.
e. Side yard screen enclosure	5 ft.	5 ft.
f. Side yard:	5 ft.	5 ft.
g. Side street:	15 ft.	15 ft.
h. Waterfront rear yard:	NA	NA
i. Side setback for pools and accessory structures	5 ft.	5 ft.
j. Rear setback for pools and accessory structures	5 ft.	5 ft.
5. Minimum floor area:	1300 sq ft	1300 sq ft
6. Maximum lot coverage:	65%	65%
7. Maximum building height:	35 ft.	35 ft.
Maximum number of lots:	330	95

1 2. Townhomes:

- 2 a) Minimum Lot Area of 2,400 sq. ft.
- 3 b) Minimum Lot Width of 24 feet
- 4 c) Minimum Lot Depth of 100 feet
- 5 d) Minimum Individual Unit Size of 750 sq. ft.
- 6 e) Maximum Building Height of 35 ft.
- 7 f) Maximum Unit Count Per Building: 6 units
- 8 g) Minimum Spacing Between Townhome Buildings: 20 feet
- 9 h) Minimum Setbacks:

10	i.	Internal Side	0 ft.
11	ii.	End Unit Building Side	10 ft.
12	iii.	Front	25 ft.
13	iv.	Rear	20 ft.
14	v.	Street Side	15 ft.
15	vi.	Accessory Structure	5 ft.

16 i) Specialty Setbacks

17	i.	Air Conditioning/Heating Units (Rear of Unit):	5 ft.
18	ii.	Patio (Rear of Unit):	5 ft.
19	iii.	Generators/Other Mech. Equip. (Rear of Unit):	5 ft.
20	iv.	Eaves:	5 ft.

21 j) Maximum Impervious Surface Area: 75%

22 k) Maximum Townhouse Unit Count: 118 units

23 3. Accessory Structures. Unless otherwise stated herein, all accessory

24 structures shall meet the development standards of Section 33-28 of the Land

25 Development Regulations Ordinance No. 2013-11, as amended.

1 4. Parking Standards

2 a. Single-family Residences:

3 1. Off-Street Parking: Each parcel shall be designed to
4 accommodate no less than two (2) parking spaces via use of on-parcel
5 driveway and two (2) spaces in an internal garage. All driveway parking
6 spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per
7 each vehicle).

8 2. On-Street Parking: In order to accommodate visitors and any
9 demand for parking beyond 4 spaces per residential lot, on-street parking, as
10 illustrated on Exhibit "B", shall be provided in various locations within the
11 Property. No less than 301 on-street parking spaces shall be provided. On
12 street parallel parking is 8.5 feet by 22 feet measured to back of drop curb
13 (minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop curb).
14 Perpendicular parking spaces are sized at 9 feet by 20 feet. Cross sections
15 of the roadway illustrating typical design for parking on one or both sides of
16 the street are included in Exhibit "B".

17 b. Townhomes

18 1. Each parcel shall be designed to accommodate no less than
19 two (2) parking spaces via use of on-parcel driveway and two (2) spaces in
20 an internal garage. All driveway parking spaces shall be a minimum of nine
21 (9) feet wide by twenty (20) feet long (per each vehicle). Designated parking
22 areas within the Property shall be provided for guest and overflow parking as
23 shown on the Planned Development Plan.

24 5. Signage: Signage for the subdivision shall be provided per the Land
25 Development Regulations. Monument signs identifying the subdivision shall be placed at

1 the entrances along E. Beresford Ave., Dr. Martin Luther King, Jr. Beltway and S. Blue
2 Lake Ave. The primary access point shall be the Dr. Martin Luther King, Jr. Beltway
3 entrance.

4 6. Open Space. Open space and/or common area shall meet the requirements
5 of the Land Development Regulations Ordinance No. 2013-11, as amended.

6 7. Design. The City shall encourage a mixture of design facades within the
7 single-family home phases of the development, and the Developer shall avoid a repeating
8 sequence of designs and shall not utilize the same design on lots within 3 single-family lots
9 of each other on the same side of the street. The property owners' association shall ensure
10 that an individual lot owner seeking building permits shall demonstrate compliance with this
11 Section as part of the construction permit submittal for a lot.

12 8. Model Homes and Temporary Sales Offices. Construction of a Model Home
13 and/or Temporary Sales Office for a particular phase may commence after final plat
14 approval, **and** all the infrastructure improvements for said phase have been approved and
15 accepted by the City of DeLand. The City Engineer shall make the final determination on
16 the acceptance and approval.

17 9. Compliance. In the event that future development cannot comply with the
18 standards set forth herein, then said entitlements shall be processed through an
19 amendment to this Development Agreement.

20
21 I. Environmental Considerations. The development shall comply with the
22 requirements for preservation of environmental resources as set forth in the Land
23 Development Regulations Ordinance No. 2013-11, as amended. This includes compliance
24 with the Land Development Regulations regarding analysis, preservation, and mitigation for
25 historic trees. Tree Protection Areas preserving a minimum of 15% of the Property,

1 excluding the existing on-site electric transmission easements, shall be required and
2 maintained generally as shown on the Planned Development Plan. Tree Protection Areas
3 are proposed as shown on the Planned Development Plan and may be modified based
4 upon an updated tree survey so long as the minimum 15% of net developable areas is
5 preserved and the ultimate configuration is finalized at through the preliminary plat approval
6 process. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said
7 areas, but any portion of the property with grading shall require replanting as provided for in
8 the Land Development Regulations.

9 The development has been laid out in a manner to best accommodate the existing
10 topography, drainage, and known environmental conditions identified on the property.
11 However, the actual location and layout of the developed areas within the development
12 shall be determined during subdivision review and may be modified based on
13 environmental conditions. In addition, all landscaping, including buffers, shall predominantly
14 utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food
15 and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology,
16 native, or low-water plant material.

17 Due to the presence of pre-existing utility easements running through the property,
18 portions of the proposed Tree Protection Areas are segmented or otherwise divided by said
19 easements so that typical widths cannot be accommodated. To accommodate and work
20 around the easement areas while preserving Tree Protection Areas, the development may
21 reduce a particular Tree Protection Area's minimum width to 20 feet when the total areas of
22 said TPA is at least 4600 square feet and adequate space is available for replacement
23 trees to be planted within said TPA without conflict with the easement area. Moreover,
24 portions of Tree Protection Areas may be less than 30 feet in width when contiguous to
25 larger Tree Protection Areas that are 30 feet in width or greater. These text provisions are

1 meant to accommodate the Tree Protection Areas shown on the Planned Development
2 Plan and running east/west and north/south throughout the project without conflicting with
3 said utility easements. Additional provisions regarding tree mitigation are as follows:

4 1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH to
5 5" DBH and maintained in TPAs. If said provision regarding 2"-5" Live Oak trees within the
6 TPAs is utilized, the City will require an additional conservation easement to prevent the
7 future removal of said trees as the default provisions of the Land Development Code only
8 protects trees 6" DBH or larger. Credit for preservation of these 2"-5" Live Oak trees shall
9 be based on an actual tree survey rather than a statistical analysis.

10 2. Due to the City's recognition that Laurel Oaks 20" DBH and larger are nearing
11 the end of their lifespan, any Laurel Oak 20" DBH and larger removed from the Property
12 during development will require reduced replacement of one 3" caliper canopy tree for each
13 Laurel Oak removed.

14 3. Street trees may be planted within the rights of way within the Property and
15 said trees may be included in mitigation calculations. However, the homeowners'
16 association shall be responsible for the maintenance of all trees planted in the public right-
17 of-way, including the responsibility to repair any and all impacts upon the right of way
18 infrastructure created by the presence of said trees, including any road or sidewalk
19 facilities.

20 4. A tree survey is required as part of the review process for the project, to be
21 completed prior to site-plan approval. The survey shall be conducted based on the
22 following standards:

23 a. The Applicant shall survey all trees to be located in Tree Preservation
24 Areas or otherwise used as mitigation. Once the boundaries of the Tree Preservation
25 Areas are established, an arborist and surveyor may utilize Geopointe mapping of similar

1 software to locate and identify said trees within the Tree Preservation Areas.

2 b. The Applicant shall survey all specimen and historic trees.

3 c. For non-specimen or non-historic trees, the Applicant will engage an
4 arborist to identify statistically significant sample area(s). Sample areas are to be identified
5 based upon cover types of species. The sample area for each cover type must have an
6 area that is at least 10 percent of its total area and may not be less than one acre in size.
7 The Applicant's arborist shall provide the City Forester with the proposed sample areas for
8 review, comment and approval. The proportionate area of each statistically significant
9 sample area will be calculated as a percentage of the overall property area.

10 d. Upon approval of the statistically significant sample areas by the City
11 Forester, the Applicant will cause all trees in excess of 6 inches DBH to be identified and
12 surveyed in the selected sample area.

13 e. The tree density determined by the survey of the sample area(s) will be
14 used to determine tree replacement or mitigation requirements. The tree mitigation
15 requirements will be weighted based on the proportionate area represented by each
16 sample area.

17 5. Tree replacement and tree mitigation may be provided on a phase by phase
18 basis so long as there is no clearing in any phase for which tree replacement and mitigation
19 is not being contemporaneously provided. All tree mitigation required for any particular
20 phase shall be determined and approved by the City Forester based upon landscape plans
21 submitted by the Applicant and approved by the City Forester. With the exception of
22 required street trees, all tree mitigation required for any particular phase, based upon the
23 approved landscape plan, shall be installed prior to the issuance of certificate of occupancy
24 for a home in that phase. Street tree installation, based upon the approved landscape plan,
25 shall be required on a lot-by-lot basis and must be planted prior to the issuance of a

1 certificate of occupancy for that particular lot.

2
3 J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
4 sewage disposal, potable and reclaimed water needs of the PD will be provided in
5 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land
6 Development Regulations Ordinance No. 2013-11, as amended, and State of Florida
7 Administrative Code 64E-6.

8
9 K. Stormwater Drainage. Provision for stormwater retention shall be in
10 accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.
11 All stormwater retention systems will be designed to meet all required governmental
12 regulations.

13
14 L. Access and Transportation System Improvements. All access and
15 transportation system improvements shall be provided in accordance with the Land
16 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
17 developed in substantial accordance with the following access and transportation system
18 improvements:

19 1. Access. Access to the site will be from Dr. Martin Luther King Jr.
20 Beltway. Additional connections from E. Beresford Avenue and S. Blue Lake Avenue are
21 also provided. The Planned Development Plan indicates the anticipated connection
22 locations; however, the final locations may vary due to final engineering design and
23 permitting considerations.

24 2. Transportation System Improvements. Transportation system
25 improvements will be provided as required by permitting agencies and as needed

1 according to the Traffic Impact Analysis (TIA) for the project.

3 M. Internal Roadways.

- 4 1. All rights-of-way will be a minimum of fifty (50) feet wide and any
5 rights-of-way with on-street parking will be a minimum of fifty-two (52) feet
6 wide.
- 7 2. All internal roads will be dedicated to the city.
- 8 3. The maintenance of on-street parking spaces and decorative features
9 located within the dedicated ROW (i.e. bridge adjacent to central amenity
10 center) shall not be the responsibility of the City of DeLand.

11
12 N. Home Owners Association. The Applicant shall create a homeowners'
13 association. The charter and by-laws of said association and any other agreements,
14 covenants, easements or restrictions shall be furnished to the City of DeLand at the time of
15 creation. The Applicant shall be responsible for recording said information in the Public
16 Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for
17 recording all of the aforementioned documents.

18 As stated above, the City shall encourage a mixture of design facades within the
19 development, and the Applicant shall avoid a repeating sequence of designs and shall not
20 utilize the same design on lots within 3 single-family lots of each other on the same side of
21 the street. The homeowners' association shall ensure that an individual lot owner seeking
22 building permits shall demonstrate compliance with this Section as part of the construction
23 permit submittal for the lot.

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

1 within the Trinity Gardens PD, the City of DeLand shall only enforce the provisions of the
2 "Development Agreement" and City of DeLand Land Development Regulations Ordinance
3 No. 2013-11, as amended, whichever is applicable, and not the private agreements entered
4 into between the aforementioned parties.

5
6 O. Enhanced Development Conditions: Notwithstanding anything contained
7 herein to the contrary, the following enhanced development conditions shall be applicable
8 to the project.

9 1. Amenity Features.

10 a. Trail Network: A trail network shall be constructed throughout the
11 Property consisting of 8 ft mulch trails, 4 ft mulch trails and 8 ft asphalt
12 trails as depicted on Exhibit "B". Trail segments shall be constructed
13 concurrent with the construction of the infrastructure provided for the
14 particular phase in which the trail segment is located. Trailhead
15 signage and distance markers shall be provided at various locations
16 along the trail. The trail network shall be maintained by the
17 homeowner's association.

18 b. Multimodal Trail Segment: A 12 ft wide asphalt multimodal trail,
19 approximately 4,500 feet in length running from Dr. Martin Luther
20 King, Jr. Blvd to S. Blue Lake Avenue, shall be constructed along the
21 Property's southern boundary, adjacent to the Beresford Avenue right-
22 of-way and shall be dedicated to the City of DeLand and open to the
23 general public. Construction of the Multimodal Trail Segment shall be
24 coordinated to occur during construction of the Beresford Avenue
25 extension.

1 c. Amenity Tracts: Amenity Tracts are identified on Exhibit "B" and shall
2 be constructed concurrent with the development of the Phase within
3 which it is located. Amenity Tracts shall be owned and maintained by
4 the homeowner's association and shall be reserved for the use of the
5 residents of the community.

6 i. Phase 1 Amenity Tract. A passive, open space park shall be
7 provided in the southeast corner of Phase 1.

8 ii. Phase 2 Amenity Tract. Phase 2 shall consist of the primary
9 amenity center, which shall include a pool facility (with zero
10 degree entry, a lap segment and child splash area), fire pit,
11 gazebo and bathroom facilities.

12 iii. Phase 3 Amenity Tracts. Phase 3 shall consist of three
13 amenity tracts. Outdoor exercise stations shall be provided in
14 the northwest portion of the Property. A dog park, with
15 segregated fencing for small and large dogs, shall be provided
16 near the southern boundary of Phase 3. A playground facility
17 shall be provided near the Property entrance at Blue Lake.

18 d. Community Park. Phase 4 shall provide a community park at the
19 southwestern corner of the property. The majority of the park will be
20 kept in a natural state, with limited underbrush clearing of trees under
21 6 inches in diameter and the inclusion of the 4 ft mulch trail. A central
22 pavilion shall be constructed in the center of the park and bicycle
23 service station shall be provided near the parking area at the eastern
24 edge of the park. The community park will be owned and maintained
25 by the homeowner's association, but the intent is for the park to be

1 able to service outside pedestrians and cyclists using the multimodal
2 trail segment.

3 e. LID – Low Impact Development. The following Low Impact
4 Development elements shall be provided:

5 i. Swales. Swales shall be provided in several locations to
6 provide stormwater retention prior to entering stormwater
7 ponds. The swales will also act as an amenity with Florida
8 friendly plants that require no fertilizers or irrigation and rocks
9 to help control erosion.

10 ii. Retention Basins. Retention basins will be added to provide
11 stormwater treatment prior to entering select natural wetlands.

12 iii. Natural Wetlands. Select wetlands that are fully within the
13 project boundary will be preserved and utilized for stormwater
14 attenuation. Stormwater entering these wetlands will be treated
15 in retention basins prior to entering wetlands. Preserving the
16 natural vegetation of the wetlands will also help to further filter
17 the water.

18 iv. Vegetated Natural Buffers (VNBs). Where feasible, home lots
19 backing up to stormwater systems or wetlands will incorporate
20 VNBs. VNBs will have vegetation suitable for sediment removal
21 along with nutrient uptake. VNBs will act as a pre-filter prior to
22 entering stormwater ponds, wetlands, or other retention
23 systems.

24 v. Pervious Pavement/Pavers. Pervious pavers will be added to
25 select parking areas near the community pool amenity. The

1 pervious paver section will provide stormwater retention prior to
2 entering the stormwater pond.

3 vi. Maintenance Requirements. Unless specifically dedicated to
4 the City of DeLand, the maintenance of Low Impact Design
5 Elements shall not be the responsibility of the City of DeLand.

6 f. Trinity Gardens Community Tree Enhancement. Each single family
7 lot shall have three (3) new trees that are each at least 2 inches DBH
8 planted on the lot prior to the issuance of a certificate of occupancy.
9 Since the City is without authority under state law to preclude the
10 removal of said trees from the individual lots, these trees shall not
11 count toward minimum tree coverage, tree preservation requirements
12 nor tree mitigation offsets. Similarly, as the trees cannot count toward
13 these preservation off-sets, the species of tree and planting location is
14 left to the discretion of the homebuilder. The intent of this Community
15 Tree Enhancement requirement is to encourage individual
16 homeowners to contribute to shade and beautification efforts on a lot-
17 by-by basis, above and beyond what is required under the City's
18 subdivision requirements.

19 g. Perimeter Landscape Buffer Minimum. A landscape buffer, no less
20 than 30 feet wide, shall be provided around the perimeter of the
21 Property. Specific dimensional callouts are provided within the
22 Conceptual Plan. Specific accommodations can be made to provide
23 for supplemental screening utilizing a 6 ft vinyl fence along the SE
24 corner of the property due to the presence of the utility easement
25 between the Beresford Avenue right of way and the rear of the

1 residential lots.

2
3 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
4 biomass cleared from the Property during development may not be incinerated on-site.

5
6 Q. INTENTIONALLY DELETED

7
8 R. Reverter Provision: The terms of this Development Agreement shall be vested
9 upon issuance of a final subdivision plat for the first phase of the development, which shall
10 occur within five (5) years from the effective date of this ordinance. If not vested, the City
11 Commission may rezone the property as may be necessary or appropriate to protect
12 adjoining properties or the public health, safety, and welfare, unless the City Commission,
13 for good cause shown, shall extend the time period indicated in this paragraph.

14
15 S. Binding Effect of Plans; Recording; and Effective Date. The Planned
16 Development Plan, including any and all amendments shall bind and inure to the benefit of
17 the Applicant and his successor in title or interest. The Trinity Gardens PD zoning,
18 provisions of the "Development Agreement," and all approved plans shall run with the land
19 and shall be administered in a manner consistent with Article 12 of the City of DeLand Land
20 Development Regulations Ordinance No. 2013-11, as amended.

21 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
22 Court and recorded within forty-five (45) days following execution of the document by the
23 City Commission, in the Official Records of Volusia County, Florida. One copy of the
24 document, bearing the book and page number of the Official Record in which the document
25 was recorded, shall be submitted to the Planning Department for placement in the public

1 file. The date of recording of this document shall constitute the effective date of the Trinity
2 Gardens PD or its subsequent amendments. The applicant shall pay all filing costs for
3 recording documents.

4

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1 DONE and ORDERED by the City Commission, City of DeLand, Florida, this 16th
 2 day of May, 2022.

3
 4
 5 ATTEST:

City Commission of DeLand Florida

6 Michael P. Pleus
 7
 8 Michael P. Pleus
 9 City Manager

Robert F. Apgar
 Robert F. Apgar
 Mayor

10
 11
 12 ATTEST:

Julie A. Hennessy
 Julie A. Hennessy, M.D.
 City Clerk - Auditor

13 STATE OF FLORIDA
 14 CITY OF DELAND

15
 16 The foregoing instrument was acknowledged before me by means of ☒ physical
 17 presence or ☐ online notarization this 16th day of May, 2022, by
 18 Michael P. Pleus and Robert F. Apgar, as City Manager and Mayor of the City of
 19 DeLand, respectively, on behalf of the City of DeLand, and who are personally
 20 known to me.



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Julia M. Hewitt
 Commission No.: 908791

My Commission Expires: 12/29/23

WITNESSES

[Signature]
Jason Lowry
 Printed Name

[Signature]
TAN TRAN
 Printed Name

STATE OF Florida
 COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 25 day of July, 2022, by ANDREW J. OROSZ, as Vice President of HANOVER LAND COMPANY, LLC, who is personally known to me or who has produced _____ as identification.

APPLICANT
HANOVER LAND COMPANY, LLC
 a Florida limited liability company

By: [Signature]
 ANDREW J. OROSZ, Vice President

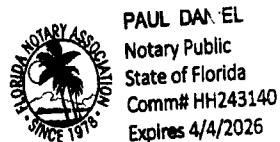
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Paul Daniel [Signature]

Commission No.: HH 243140

My Commission Expires: 4/4/2026



WITNESSES:

OWNER:

Stewart Family Properties, LLC

[Signature]

By: C. Wayne Reid Jr.

Anthony Ramshaw
Printed Name

Name: C. WAYNE REID, JR
MEMBER MANAGER

[Signature]

By: _____

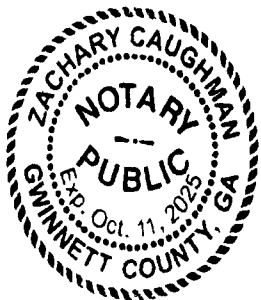
Kylie m Opeka
Printed Name

Name: _____

STATE OF FLORIDA GA
COUNTY OF WINNETT

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 13 day of July, 2022, by Cecil Wayne Reid Jr.
& _____, of Stewart Family Properties, LLC, who are _____
personally known to me or _____ who has produced drivers license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Zachary CaughmanCommission No.: 4-00525371My Commission Expires: 10-11-2025

WITNESSES:

B Shumate

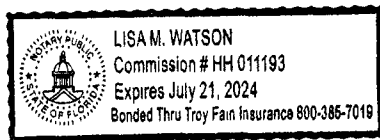
BENJAMIN SHUMATE
Printed Name

Carlos Lynch F.

Carlos Lynch F.
Printed Name

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 13 day of July, 2022, by Karen Palladino
& _____, of Stewart Family Properties, LLC, who are _____
personally known to me or _____ who has produced FL/DL as identification.



OWNER:

Stewart Family Properties, LLC

By: Karen Palladino MEMR

Name: Karen O. Palladino

By: _____

Name: _____

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: HH011193My Commission Expires: July 21, 2024

1 WITNESSES:

OWNER:

CENTRAL FLORIDA INVESTMENT CO, LLC,
a Florida limited liability company

2
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4
5
6 John B Crowther

By: Mary P Sizemore, MGRM

7
8
9
10 JOHN B. CROWTHER
11 Printed Name

Print Name: MARY P. SIZEMORE

12
13 Margaret S. Crowther

14
15
16 Margaret S. Crowther
17 Printed Name

18
19
20 STATE OF FLORIDA

21 COUNTY OF VOLUSIA

22
23 The foregoing instrument was acknowledged before me by means of ☒ physical presence
24 or ☐ online notarization this 30th day of JUNE, 2022, by MARY P.
25 SIZEMORE, MGRM of CENTRAL FLORIDA INVESTMENT CO, LLC, who is ☒
26 personally known to me or _____ who has produced _____ as identification.

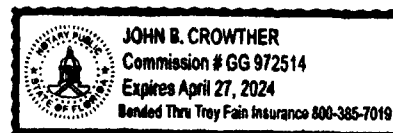
27
28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type of Print Name:

30 John B Crowther

31 Commission No.: _____

32 My Commission Expires: _____



WITNESSES:



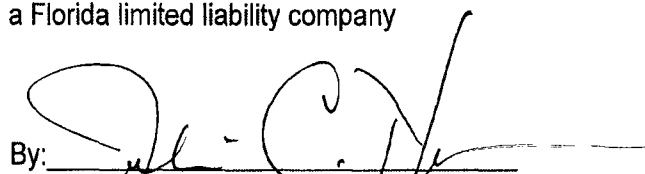
David Clements
Printed Name



Debra A. McDonough
Printed Name

OWNER:

CMM INVESTMENTS, LLC,
a Florida limited liability company

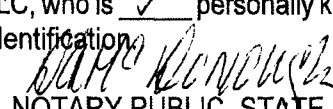
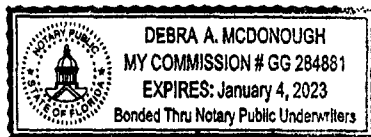
By: 

Print Name: Julie C. Neumann
Mgr. CMM, Inv. LLC

STATE OF FLORIDA

COUNTY OF VOYKSI A

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 4TH day of AUGUST, 2022, by JULIA C.
NEUMANN of CMM INVESTMENTS, LLC, who is ☒ personally known to me or
_____ who has produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA


Type or Print Name:

Debra A. McDonough

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, also the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less and except the Northeast $\frac{1}{4}$ thereof, also the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

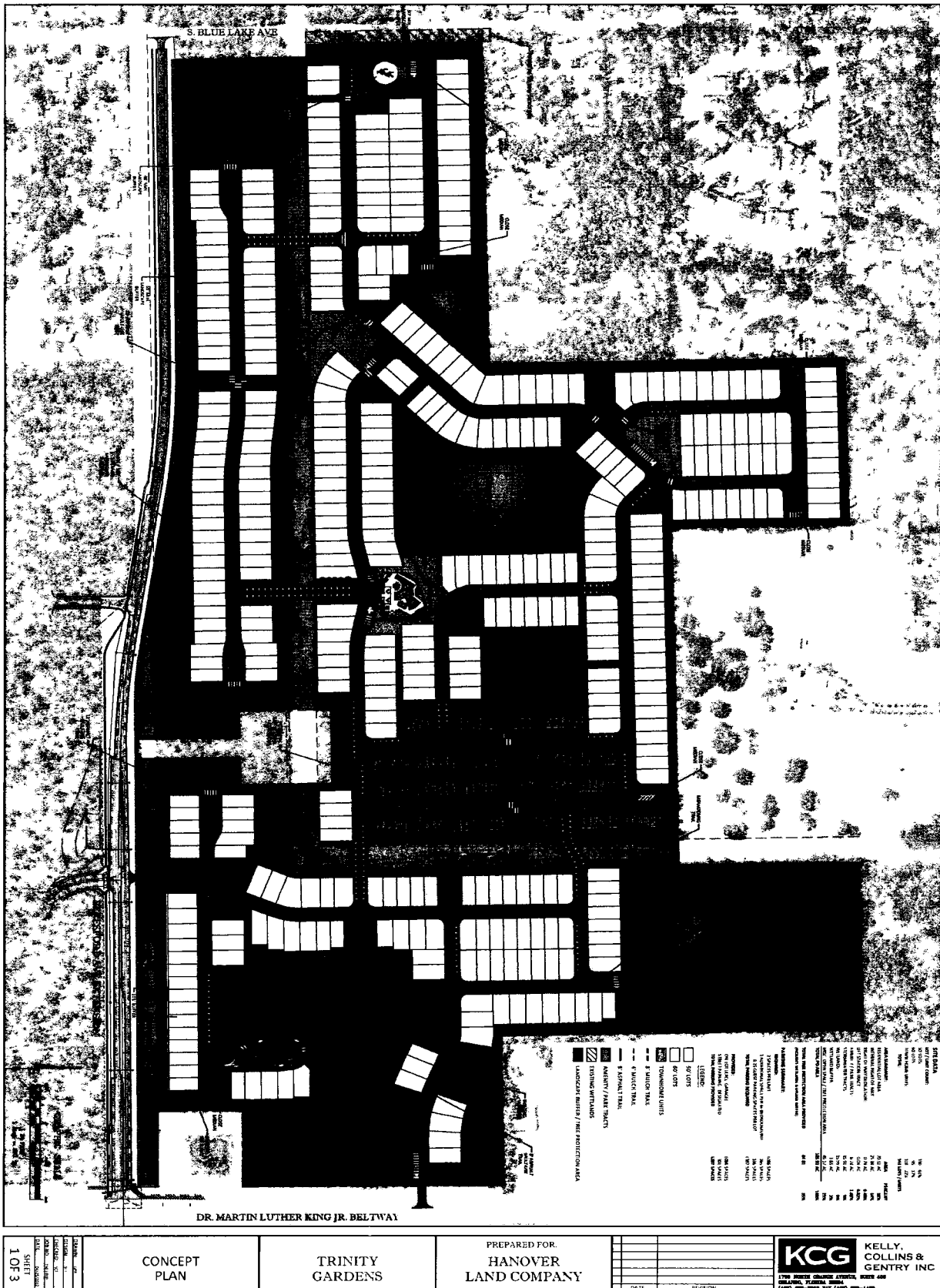
PARCEL 5:

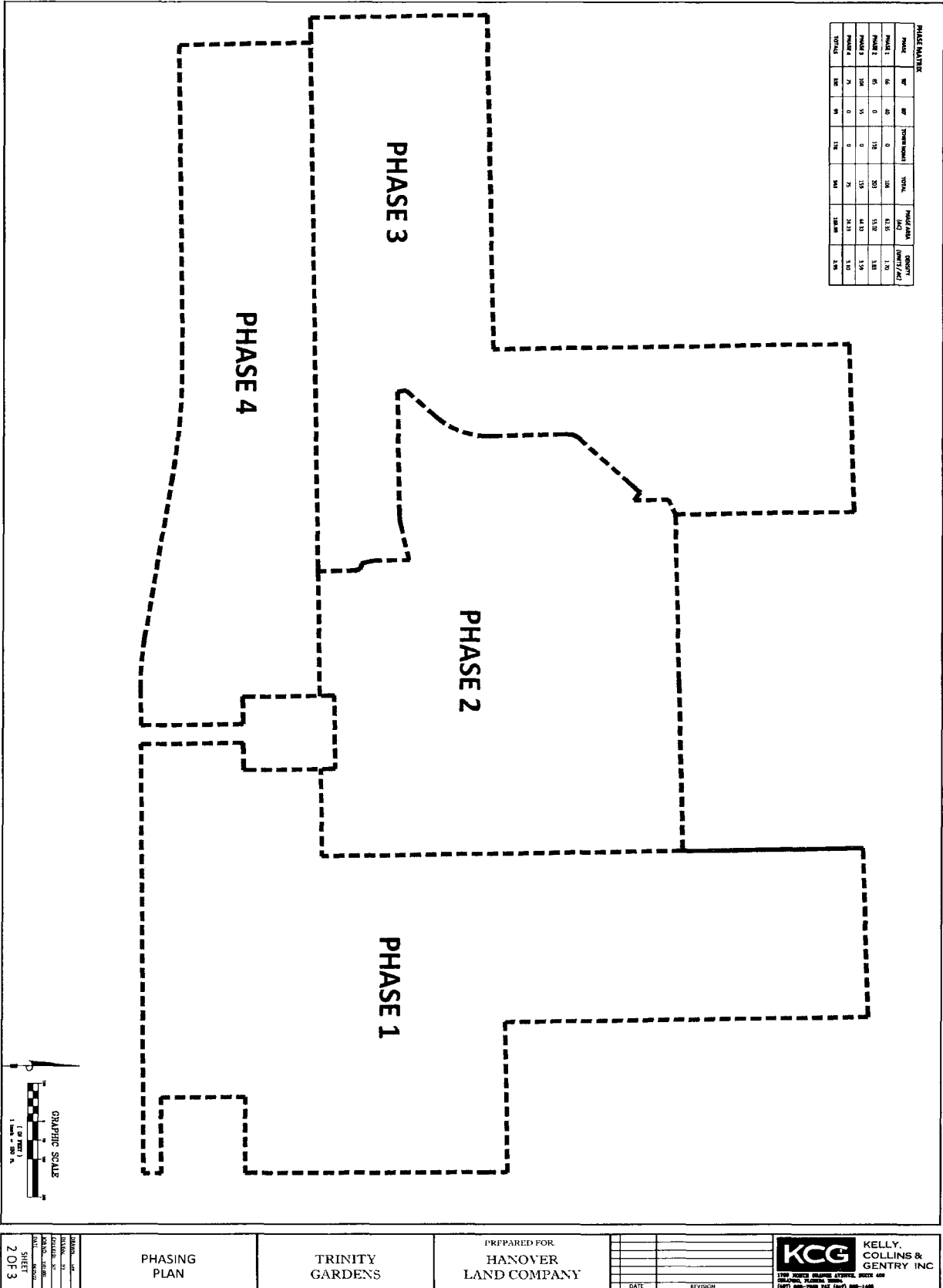
The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.922 acres, more or less.

1
2
3
4
5

EXHIBIT "B"
PLANNED DEVELOPMENT PLAN
AND PHASING PLAN





PREPARED FOR HANOVER LAND COMPANY	TRINITY GARDENS	PHASING PLAN	SHEET 2 OF 3	KCG KELLY COLLINS & GENTRY INC. 3700 US HIGHWAY 1, SUITE 400 ORLANDO, FLORIDA 32834 (407) 880-1000 FAX (407) 880-1400	DATE	REVISION

IN RE: PETITION TO ESTABLISH THE
KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF Orange

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is George Flint and I am a Vice-President with Governmental
ment Services – Central Florida, LLC.

4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial, operational and financial aspects related to the Petition.

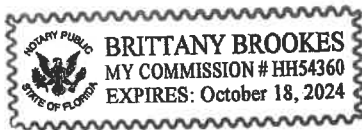
7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 9 day of January 2023.


George Flint

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 9th day of January 2023 by the Affiant.



[notary seal]


(Official Notary Signature)
Name: Brittany Brookes
Personally Known _____
OR Produced Identification _____
Type of Identification _____

**TESTIMONY OF GEORGE FLINT FOR ESTABLISHMENT OF
KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is George S. Flint. My business address is 219 East Livingston Street, Orlando, Florida 32801.

2. By whom are you employed and in what capacity?

I am a Vice-President with Governmental Management Services – Central Florida, LLC (GMS) and serve as District Manager and assessment administrator for community development districts.

3. Please briefly summarize your duties and responsibilities.

GMS provides management consulting services to community development districts and the real estate industry, including general management, accounting, recording, secretarial services, field services and assessment administration. GMS currently serves as the district manager for over two hundred twenty eighty (220) community development districts (“CDDs”) in the State of Florida.

4. Do you work with both public and private sector clients?

GMS primarily works for public entities providing district management services. However, we are retained, from time to time, by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

I have twenty-eight (28) years of experience in the public and private sectors providing general management, budgeting, and consulting services. I served as the Budget Officer and Assistant County Administrator for St. Johns County, Florida, and as the Assistant County Manager/Performance Manager for Alachua County, Florida. In addition, I served as a Senior Management Consultant and Regional Manager for TetraTech, Inc., an environmental engineering firm, and as the Executive Director of the St. Johns County Utility Authority. I have extensive knowledge of special districts, governmental budgeting and finance issues, the development process, and water and wastewater utilities.

6. Are you familiar with the Petition (“Petition”) filed by TLC Trinity Gardens, LLC (“Petitioner”) on November 7, 2022, seeking the establishment of the proposed District?

Yes, I serve as an assessment, economic, and management consultant relating to the

establishment of the proposed District. Specifically, I assisted the Petitioner with the preparation of Petition Exhibit 8, the Statement of Estimated Regulatory Costs ("SERC").

7. Please describe your educational background.

I have a Bachelor of Arts degree from Princeton University in Politics with a focus in economics and a Master of Public Administration from Florida State University with a specialization in public budgeting and finance.

8. Please describe your work with community development districts ("CDDs") in Florida.

Through GMS, the clients I serve are both resident-elected and landowner-elected CDDs, depending on the stage in the life of the development. I assist the various Boards of Supervisors and residents by managing the accounting, official recordkeeping, and operations and management of the assets acquired or constructed by the CDD. I have provided management and assessment administration services to over fifty (50) active CDDs across Florida.

9. Are any of these community development districts that you have worked with about the same size as the proposed Kepler Road Community Development District in the City of DeLand, Florida (the "City")?

Yes.

DISTRICT MANAGEMENT

10. At this point, I will ask you to address certain matters that are related to community development district management. Please describe the general manner in which a community development district actually operates.

Community development districts are governed by a five-member board of supervisors. These board members are initially appointed by the establishment entity in its ordinance. Within 90 days of the establishment of the district, a new board is elected by the landowners in the district. The Board is the governing body of the district. The Board employs a district manager, who supervises the district's services, facilities, and administrative functions. The Board annually considers and, after public notice and hearing, adopts a budget. The district submits a copy of the proposed budget to the applicable local general-purpose government for review and for optional comment prior to its adoption each year.

11. Are there requirements, such as the open meetings and public records laws, imposed upon community development districts in order to safeguard the public that are similar to those imposed upon other general-purpose local governments?

Yes, there are.

1
2 **12. Please describe these requirements and safeguards.**
3

4 First, it is important to note that the establishment of a CDD does not change any
5 requirements for local general-purpose governmental approval of construction within the
6 district. Any land development requirements and all state and local development
7 regulations still apply.
8

9 Second, members of the CDD Board of Supervisors must be residents of Florida and citizens
10 of the United States. After the Board shifts to being elected by the resident electors of the
11 district the supervisors must also be residents and electors of the district. Board members
12 must annually file the same financial disclosure forms required by other local officials. All
13 meetings of the CDD Board of Supervisors are open to the public and are subject to the
14 government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore,
15 the District's records must be open for public inspection in accordance with the Florida law
16 governing public records.
17

18 Next, the district must provide financial reports to the state in the same form and manner as
19 is required of all other political subdivisions. The CDD is annually audited by an
20 independent certified public accountant. As I said before, the CDD budget is adopted
21 annually by the board after a public hearing. All rates, fees, and charges imposed by the
22 district must be adopted pursuant to Chapter 120, *Florida Statutes*.
23

24 Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197,
25 a CDD must provide published and mailed notice to those who are assessed providing them
26 opportunity to appear before the Board of Supervisors and have an opportunity to comment
27 on the advisability of the assessments. That assessment process entails preparation of an
28 assessment methodology that fairly and equitably allocates the cost of the district's projects.
29

30 **13. Please describe in general terms how a CDD operates financially, both on a day-to-day**
31 **and a long-term basis.**
32

33 In the early stages, particularly when a CDD is first formed, the CDD's operating funds may
34 be funded by a "Funding Agreement" between the CDD and the landowner/developer in
35 lieu of assessments that the CDD might have imposed on property within the CDD.
36

37 In order to provide long term financing of capital projects, CDDs often issue bonds. All
38 bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over
39 a period of more than five years must be validated and confirmed by court decree pursuant
40 to Chapter 75, *Florida Statutes*. The CDD also may borrow funds on a long or short-term
41 basis.
42

43 Debt may be retired by the District through non ad valorem or special assessments imposed
44 on benefited properties, or rates, fees, and charges imposed on users of district facilities and

1 services. By law, debt of the District cannot become debt of any other government (city,
2 county or state), without that government's consent.

3
4 **14. What alternatives, other than community development districts, are you familiar with**
5 **that might be available to provide community infrastructure for the lands within the**
6 **proposed District?**

7
8 In my opinion there are two alternatives that might provide community infrastructure such
9 as the roads, utilities, drainage, recreation and other improvements contemplated for the
10 proposed district. First, the general-purpose local government could finance the
11 improvements utilizing special assessments and/or general funds. Alternatively, the
12 developer could provide infrastructure through private means, including private financing
13 if available. As discussed later in my testimony, neither of these alternatives is preferable
14 to use of the CDD concept.

15
16 **15. What has been your role with respect to the Petition to Establish the Kepler Road**
17 **Community Development District (the "Petition")?**

18
19 I have worked closely with TLC Trinity Gardens, LLC (the "Petitioner") and its consultants
20 in determining if a CDD is appropriate for this project. I also supervised the preparation of
21 Exhibit 8 of the Petition, the SERC.

22
23 **16. Do you have an opinion, as someone experienced in district management and**
24 **operations, as to whether the proposed District is the best available alternative for**
25 **delivering community services and facilities to the areas that will be served by the**
26 **District?**

27
28 Yes. For this project, the proposed District is the best alternative available for delivering
29 the proposed services and facilities to the area that will be served. These improvements
30 include, but are not limited to, onsite and offsite sanitary sewer collection, water distribution
31 and reuse water, stormwater management system, electrical service systems, conservation
32 and mitigation, roadway improvements, trails, landscaping, hardscaping and irrigation.

33
34 **17. What is the basis for your opinion?**

35
36 Looking at the alternatives, the City could finance and manage the improvements utilizing
37 special assessments or general funds. The developer and/or a property owner's association
38 ("POA") could provide these facilities as well through private financing.

39
40 In evaluating the alternatives, it is important to consider whether the alternative can provide
41 the best focus, can effectively and efficiently manage and maintain the facilities, and
42 whether the alternative can secure low cost, long term public financing. The City clearly
43 provides the long-term perspective and is a stable and relatively low-cost source of
44 financing and provider of services at sustained levels. However, the City has substantial
45 demands over a broad geographical area that places a heavy management delivery load on

1 its staff. In addition, if dependent district financing were used, the City would be
2 responsible for all administrative aspects of the dependent district. The City would have to
3 make time and meetings available for the monthly matters pertaining to the dependent
4 district. By using a dependent district mechanism, the City would be increasing its
5 responsibility and hence liability for the variety of actions that will take place in the
6 development. The City, through the dependent district, would also be the contracting party
7 for all construction contracts, would have to deal with bid issues, enforce performance
8 bonds, and participate in construction arbitration or litigation if necessary. They would deal
9 with delay claims and budget management and all the other challenges that come with being
10 the owner in a public construction project. A district can be created to provide focused
11 attention to a specific area in a cost-effective manner. It also allows the City to focus staff
12 time, finances, and other resources elsewhere and does not burden the general body of
13 taxpayers in the City with the debt associated with this growth.

14
15 The other alternative is the use of private means either through a POA or through the
16 developer, or both in combination. This combination can clearly satisfy the high demand
17 for focused service and facilities and managed delivery. However, only a public entity can
18 assure a long-term perspective, act as a stable provider of services and facilities, qualify as
19 a lower cost source of financing, and pay for services at sustained levels. POAs lack the
20 ability to effectively finance the improvements. Their ability to assure adequate funds for
21 sustained high levels of maintenance is less than with a CDD.

22
23 Furthermore, neither the developer nor a POA would be required to conduct all actions
24 relating to the provision of these improvements in the "sunshine" as a CDD must or abide
25 by other public access requirements that are incumbent upon a CDD and its Board of
26 Supervisors. Also, provision and long-term operation and maintenance of these
27 improvements, particularly the drainage activities, by a CDD ensures that residents have
28 guaranteed access to the body or entity making decisions about these facilities, and in fact
29 will one day sit as the five-member board making the decisions that impact their community
30 directly.

31
32 A CDD is an independent special purpose unit of local government designed to focus its
33 attention on providing the best long-term service to its specifically benefited properties and
34 residents. It has limited power and a limited area of jurisdiction. The CDD will be governed
35 by its own board and managed by those whose sole purpose is to provide the district long
36 term planning, management, and financing of these services and facilities. This long-term
37 management capability extends to the operation and maintenance of the facilities owned by
38 the CDD. Further, the sources for funding and manner of collection of funds will assure
39 that the CDD facilities will be managed at the sustained levels of quality desired by residents
40 well into the future.

- 41
42 **18. Do you have an opinion, as someone experienced in district management and**
43 **operations, as to whether the area of land to be included within the proposed District**
44 **is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be**
45 **developable as one functional interrelated community?**

1
2 Yes.

3
4 **19. What is your opinion?**
5

6 The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to
7 be developed, with the roadway, drainage, water and sewer, and other infrastructure
8 systems, facilities and services contemplated. The District will operate as one functionally
9 interrelated community.
10

11 **20. What is the basis for your opinion?**
12

13 The size of the proposed District is approximately 183.926 acres. Based on my previous
14 experience, the proposed District is of sufficient size, compactness, and contiguity to be
15 developed as a functional interrelated community.
16

17 The qualities of compactness, contiguity, and size relate directly to whether an area can
18 become one functional interrelated community. From the standpoint of the provision,
19 management and operation of the community infrastructure expected to be provided by the
20 District, the acres contemplated for inclusion within the District is sufficiently compact,
21 contiguous and of sufficient size to maximize the successful delivery of these infrastructure
22 improvements to these lands. The delivery of services and facilities to the lands within the
23 District will not be hampered by insurmountable barriers or spatial problems. The area
24 within the District is suitably configured to maximize the benefits available from the District
25 services and facilities to be provided.
26

27 **21. Do you have an opinion, as someone experienced in district management and**
28 **operations, as to whether the area that will be served by the proposed District is**
29 **amenable to separate special district government?**
30

31 Yes.
32

33 **22. What is your opinion?**
34

35 The District is of sufficient size, compactness, and contiguity. Therefore, the area to be
36 served by the proposed District is clearly amenable to separate special district governance.
37 The configuration of the District is not unlike other CDDs with which I have worked over
38 time.
39

40 **23. What is the basis for your opinion?**
41

42 Two criteria are needed to evaluate if a land area is amenable to separate special district
43 government. One, does the land area have need for the facilities and services and will its
44 owners and residents benefit from facilities that the special district could provide? Two, is

1 the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the
2 basis for a functional interrelated community?
3

4 Under both criteria, the proposed District is a planned community of sufficient size with a
5 need for the facilities and improvements that are presently expected to be provided by the
6 proposed District. As described in the petition, the proposed District will construct and
7 maintain certain identified needed facilities and services. Other facilities and improvements
8 will be constructed by the proposed District and ultimately owned and maintained by the
9 City. Based on my experience, CDDs of this size are large enough to effectively provide
10 and manage services. From a management and operations perspective, the land area is well
11 suited to the provision of the proposed services and facilities. Ultimately, of course, if later
12 circumstances would cause the City to re-evaluate whether these lands should continue as
13 separate special district government, the City has the option under Section 190.046(4),
14 *Florida Statutes*, to effectively take over the functions of any CDD.
15

- 16 **24. Do you have an opinion, as someone experienced in district management and**
17 **operations, as to whether the community development services and facilities of the**
18 **proposed District will be incompatible with the capacity and use of existing local and**
19 **regional community development services and facilities?**
20

21 Yes.
22

- 23 **25. What is your opinion?**
24

25 The proposed services and facilities of the proposed District are not incompatible with the
26 capacity and uses of existing local or regional community development services and
27 facilities.
28

- 29 **26. What is the basis for your opinion?**
30

31 Petitioner presently expects the proposed District to finance and construct certain onsite and
32 offsite sanitary sewer collection, water distribution and reuse water, stormwater
33 management system, electrical service systems, conservation and mitigation, roadway
34 improvements, trails, landscaping, hardscaping and irrigation. None of the facilities
35 expected to be provided by the District presently exist. Ultimately, a district may own and
36 maintain certain of those improvements and the City, or other governmental entities, may
37 own and maintain others. There will be no overlap or incompatibility because the facilities
38 and improvements expected to be provided by the proposed District do not exist today.
39
40

41 ECONOMICS AND FINANCING

42

- 43 **27. You stated earlier that you are you familiar with the Petition, and its Exhibits, filed by**
44 **the Petitioner, to establish the proposed Kepler Road Community Development**
45 **District. Are you particularly familiar with Exhibit 8 to the Petition?**

Yes, Exhibit 8 is the SERC, a requirement of Chapter 190, *Florida Statutes*.

28. What exactly is a "SERC"?

The Statement of Estimated Regulatory Costs is actually a requirement under Sections 190.05 and/ 120.541(2), *Florida Statutes*, which has been incorporated into the law on establishment of community development districts.

29. In general terms, please summarize the economic analyses presented in the SERC.

An understanding of the SERC requires the recognition of the scope of review and evaluation for the establishment of a community development district as set out in Chapter 190. Section 190.002(2)(d), *Florida Statutes*, states “[t]hat the process of establishing such a district pursuant to uniform general law [must] 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.” Thus, the scope of the economic analysis included in the SERC addresses only the establishment of the proposed District, and not the planning or development of the property itself.

The economic analysis sets out the assumptions about the development within the proposed district and the anticipated infrastructure to be provided by it. The analysis addresses each of the potentially affected parties defined in Chapter 120, *Florida Statutes*, and evaluates the impact of the proposed district on each such group.

The proposed Kepler Road Community Development District is a specialized unit of local government. It is a special purpose unit of local government with a single objective: the provision of infrastructure and services for a planned new community. Its economic benefits exceed its economic cost to the Petitioner, the City, and to all subsequent purchasers and landowners of the community - in short, to all affected parties.

Once the proposed District is established, there are no direct costs to the City. While the proposed District will provide certain reports and budgets to the City for its discretionary review, there are no requirements that either incur any obligations or expense associated with its review. In addition, to the extent the proposed District utilizes the services of the Property Appraiser or Tax Collector under the provisions of Chapter 197, *Florida Statutes*, to collect its assessments, the proposed District must pay the costs associated with those services.

It is important to note that under Chapter 190, the debt of the proposed District cannot become the debt of the City or the State of Florida. Since the proposed District will be an independent unit of government and issue its own bonds, the proposed District will not have any effect on the bonding capacity of the City or the State of Florida.

30. Please describe briefly the data and methodology used in preparing the SERC and

1 **related analyses.**

2
3 The data for the analysis came from the landowner, other experts working on the Petition,
4 and from the Petition itself. The methodology utilized is the standard economic impact
5 assessment.

6
7 **31. From an economic and financial perspective, do you have an opinion regarding the**
8 **financial viability and feasibility of the proposed District?**

9
10 Yes, I do.

11
12 **32. What is that opinion?**

13
14 In my opinion, based on my experience with other districts, the proposed Kepler Road
15 Community Development District is expected to be financially viable and feasible.

16
17 **33. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida***
18 ***Statutes*?**

19
20 Yes.

21
22 **34. From an economic and financial perspective, do you have an opinion as to whether the**
23 **proposed District is inconsistent with the State Comprehensive Plan from an economic**
24 **perspective?**

25
26 Yes.

27
28 **35. What is that opinion?**

29
30 It is my opinion the proposed Kepler Road Community Development District is not
31 inconsistent with any applicable element or portion of the state comprehensive plan.

32
33 **36. What is the basis for your opinion?**

34
35 I have reviewed, from an economic and financial perspective, the State Comprehensive
36 Plan, particularly those portions that relate to community development districts. The State
37 of Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) “provides long-range policy
38 guidance for the orderly social, economic, and physical growth of the state.” From an
39 economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State
40 Comprehensive Plan are relevant to the establishment of a CDD.

41
42 Subject 15, titled Land Use, recognizes the importance of locating development in areas that
43 have the fiscal abilities and service capacity to accommodate growth. It is relevant because
44 CDDs are designed to provide infrastructure services and facilities in a fiscally responsible
45 manner to the areas that can accommodate development. The establishment of the District

will not be inconsistent with this goal because the District will have the fiscal capability to provide the specified services and facilities within its boundaries.

Subject 17, titled Public Facilities, relates to (i) protecting investments in existing public facilities; (ii) providing financing for new facilities, (iii) allocating the costs of new public facilities on the basis of the benefits received by future residents; (iv) implementing innovative but fiscally sound techniques for financing public facilities; and (v) identifying and using stable revenue sources for financing public facilities. The establishment of the District will further these State Comprehensive Plan Goals and Policies.

Subject 20, titled Governmental Efficiency, provides that governments shall economically and efficiently provide the amount and quality of services required by the public. The proposed District will be consistent with this element because the proposed District will continue to:

- (i) cooperate with other levels of Florida government;
- (ii) be established under uniform general law standards as specified in Chapter 190, *Florida Statutes*;
- (iii) be professionally managed, financed, and governed by those whose property directly receives the benefits;
- (iv) not burden the general taxpayer with costs for services or facilities inside the Kepler Road Community Development District; and
- (v) plan and implement cost efficient solutions for the required public infrastructure and assure delivery of selected services to residents.

Subject 25, titled Plan Implementation, calls for systematic planning capabilities to be integrated into all levels of government throughout the state, with particular emphasis on improving intergovernmental coordination and maximizing citizen involvement. The proposed District is consistent with this element of the State Comprehensive Plan.

37. Based on your work with districts and from an economic and financial perspective, do you have an opinion as to whether the area of land that is proposed to be included within the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as one functional interrelated community?

Yes.

38. What is your opinion?

Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

1 **39. What is the basis for your opinion?**

2
3 The project is compact with land use typical of a planned community. The development of
4 the land has been planned to be a functional interrelated community making the most
5 efficient use of public funds available
6

7 **40. From a financial perspective, do you have an opinion as to whether the proposed**
8 **Kepler Road Community Development District is the best alternative available for**
9 **providing the proposed community development services and facilities to the area to**
10 **be served?**

11 Yes.
12

13
14 **41. What is your opinion?**

15
16 The proposed District is the best alternative to provide community development facilities to
17 the area to be served. This is true for the landowners and the governmental entities for the
18 following reasons.
19

20 From the perspective of current and future property owners within the District, the District
21 is the best alternative for providing community facilities, infrastructure, and services. The
22 land development envisioned for the area within the District boundaries will require
23 substantial provision of infrastructure, facilities and services. The CDD is an alternative
24 method to provide these necessary services. The CDD can access the tax-exempt public
25 capital markets and thereby fund these facilities and services at a lower cost than the
26 alternative of developer funding. Furthermore, unlike a property owners association
27 ("POA"), the CDD has the power to assess property and collect those assessments along
28 with other property taxes. Therefore, a CDD can fund large capital improvement programs
29 that a POA cannot.
30

31 With regard to the operations and maintenance of community facilities and services the
32 CDD is also the best alternative. The CDD is preferable to a POA to future landowners for
33 the following reasons. First, unlike a POA, the CDD collects funds for operations and
34 maintenance directly from assessments collected along with all other property taxes, which
35 is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and
36 it must hold its meetings in the sunshine and bid out its contracts where required by law. A
37 CDD provides control to the landowners much sooner in time than a POA. A CDD is
38 focused on providing the community with services, facilities, and their maintenance in a
39 way the general-purpose government, with its competing interests and broad
40 responsibilities, is not. This level of local control serves the best interests of property
41 owners in the CDD.
42

43 From the perspective of the State of Florida, the City, and the Water Management District,
44 a CDD is the best alternative for providing community facilities and their operations and
45 maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD

1 is a more powerful and more responsive organization for providing and maintaining
2 infrastructure and services. This is why the St. Johns River Water Management District has
3 expressed a preference for CDD maintenance of critical stormwater facilities as evidenced
4 in the letter attached to my testimony as **Exhibit A**. Second, without a CDD the City may
5 have to assume greater responsibility for construction, operations, and maintenance of
6 community facilities and services. Even if the City formed a dependent district to provide
7 community facilities and services to the area to be served by the CDD, and charged
8 appropriately for these services, the City would be enmeshed in the responsibilities and in
9 the management of those facilities. Furthermore, without a CDD the City cannot be assured
10 that only residents of the area to be served by the CDD would bear the full costs of the
11 needed facilities and services.
12

13 In short, the CDD provides the ability to redevelop the lands within the District with public
14 infrastructure, services and additional improvements which are in excess of those obtained
15 in the normative development process without requiring the financial or managerial
16 obligations by the City to invest in the enhancement of the property. These valuable
17 improvements and services will help the underlying real estate project enhance the tax base
18 of the City. This is further evidenced by the recent RCLCO study attached here as **Exhibit**
19 **B**. RCLCO found that the majority of the top selling planned communities nationwide
20 utilized some form of land secured special district. In Florida, the vast majority of planned
21 communities use special district financing for infrastructure (numbers 1, 2, 5, both 10t's,
22 18, 31, 34, 41 and 43 on the national list).
23

24 **42. So, is it your opinion, based on your personal experience and examples such as the**
25 **RCLCO study discussed above, that the implementation of a CDD would enhance the**
26 **City's tax base sooner and better than if the real estate project we implemented**
27 **without a CDD?**
28

29 Yes, it is.
30

31 **43. From an economic and financial perspective, do you have an opinion as to whether the**
32 **services and facilities to be provided by the proposed Kepler Road Community**
33 **Development District will be incompatible with the uses and existing local and regional**
34 **facilities and services?**
35

36 Yes.
37

38 **44. What is your opinion?**
39

40 The proposed Kepler Road Community Development District covers approximately
41 183.926 acres of land. The configuration of the land is sufficiently compact and contiguous.
42 As such, it will not create any economic disincentives to the provision of the infrastructure
43 facilities contemplated in this case.
44

45 Given the scope and expected cost of facilities to be provided, 183.926 acres for a residential

1 development provides a sufficient economic base to absorb the debt costs and annual
2 operating costs for district administration and to efficiently apportion the cost of
3 improvements.
4

5 **45. From an economic and financial perspective, do you have an opinion as to whether the**
6 **area that will be served by the proposed Kepler Road Community Development**
7 **District is amenable to separate special district government?**

8
9 Yes.

10
11 **46. What is your opinion and its basis?**

12
13 It is my opinion that the area within the boundaries of the proposed District is amendable to
14 a separate special district government. The lands within the proposed District's boundaries
15 have the need for basic infrastructure.
16

17 The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore,
18 from an economic and financial perspective, the area to be served by the proposed District
19 is clearly amendable to separate special district governance.
20

21 **47. Does this conclude your testimony?**

22
23 Yes, it does.

EXHIBIT A



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • Fax 904-730-6292
On the internet at www.sjrwmd.com.

July 17, 2020

Mr. Jonathan Johnson
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, FL 32301

RE: Operation and Maintenance Entities

Dear Mr. Johnson:

I understand that you have inquired about the ability of a homeowners' association ("association") or a community development district ("CDD") to serve as permitted operation and maintenance entities for stormwater management systems, mitigation areas, and conservation areas. Both entities are authorized to operate and maintain such systems under St. Johns River Water Management District ("District") rules. See section 12.3.1., Environmental Resource Permit Applicant's Handbook, Volume 1, Effective June 1, 2018 (ERP A.H.).

The rule requires applicants to submit significantly more information and documentation when an association is proposed as the operation and maintenance entity to ensure that the association has the financial, legal, and administrative capability to provide for the long-term maintenance of the system. For example, the applicant must submit documentation that (i) the association has the power to levy assessments, (ii) the association has the authority and responsibility to operate and maintain the system, and (iii) provides that the association cannot be dissolved until another entity acceptable to the District is established to maintain the system. See section 12.3.4, ERP A.H., for a complete list of requirements.

In comparison, a CDD, which is a perpetual local government unit that by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll, need only provide a letter to the District stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is a preferred operation and maintenance entity over an association.

Feel free to contact me at (904) 730-6270 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Miracle'.

David Miracle, P.E.
Regulatory Coordinator

cc: Scott Wild, P.E.; England, Thims & Miller, Inc.

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
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SANFORD

EXHIBIT B



RANK	MPC	CITY, STATE	DEVELOPER	SALES		
				2022	2021	%Δ
1	The Villages	The Villages, Florida	The Villages	3,923	4,004	-2%
2	Lakewood Ranch	Sarasota, Florida	Schroeder-Manatee Ranch, Inc.	1,846	2,574	-28%
3	Silverleaf	St. Augustine, Florida	Hutson Companies	1,034	929	11%
4	Cane Bay Plantation	Charleston, South Carolina	Gramling Brothers	959	1,147	-16%
5	Babcock Ranch	Punta Gorda, Florida	Kitson and Partners	934	714	31%
6	Silverado*	Aubrey, Texas	D.R. Horton	820	411	100%
7	Mission Ridge	El Paso, Texas	Hunt Communities	805	811	-1%
8	Sunterra	Katy, Texas	Land Tejas/Starwood Land	795		
9	Summerlin	Las Vegas, Nevada	Howard Hughes Corporation	782	1,619	-52%
10t	Viera	Melbourne, Florida	The Viera Company	722	732	-1%
10t	Wellen Park (formerly West Villages)	Venice, Florida	Wellen Park LLLP	722	951	-24%
12	Epperson	Wesley Chapel, Florida	Metro Development Group	719	690	4%
13	Marvida	Cypress, Texas	Land Tejas/Starwood Land	635		
14	Ontario Ranch*	Ontario, California	Multiple Developers*	626	1,070	-41%
15	Latitude Margaritaville - Watersound	Panama City Beach, Florida	Minto Communities	605	430	41%
16	Latitude Margaritaville - Daytona Beach	Daytona Beach, Florida	Minto Communities	600	707	-15%
17	Valencia	Valencia, California	FivePoint Communities	594	347	71%
18	Ave Maria	Ave Maria, Florida	Barron Collier Companies	586	646	-9%
19	Cadence	Henderson, Nevada	The LandWell Company	571	864	-34%
20	Bridgeland	Cypress, Texas	Howard Hughes Corporation	567	713	-20%
21	Westlake	West Palm Beach, Florida	Minto Communities	551	608	-9%
22	Inspirada	Las Vegas, Nevada	Inspirada Builders LLC	517	761	-32%
23	Tavola	New Caney, Texas	Friendswood Development Co.	508	435	17%
24	Valley Ranch*	San Antonio, Texas	D.R. Horton	505	498	1%

*Denotes MPCs whose annual sales are estimated based on early December sales pace information. Sales information will be updated after final numbers are submitted by developers throughout the month of January.

RANK	MPC	CITY, STATE	DEVELOPER	SALES		
				2022	2021	%Δ
25	Latitude Margaritaville - Hilton Head	Hardeeville, South Carolina	Minto Communities	480	572	-16%
26	Nexton	Charleston, South Carolina	Brookfield Properties	467	576	-19%
27	River Islands	Stockton, California	River Islands Development	463	545	-15%
28	Wildcat Ranch	Crandall, Texas	Sessions Development and PMB Capital	462	316	46%
29	Lakes at Rancho El Dorado*	Maricopa, Arizona	Harvard Investments	459	373	23%
30	Riverland	Port St. Lucie, Florida	GL Homes	455	730	-38%
31	Union Park	Little Elm, Texas	Hillwood Communities	453	460	-2%
32	Santa Rita Ranch	Liberty Hill, Texas	Platform Ventures	450	515	-13%
33	Tamarron*	Katy, Texas	D.R. Horton	431	707	-39%
34	Tradition	St. Lucie, Florida	Mattamy Homes	430	613	-30%
35	Skye Canyon	Las Vegas, Nevada	Century Communities	413	655	-37%
36	Becker Crossing	Hockley, Texas	Friendswood Development Co.	410	154	166%
37	Lake Nona	Orlando, Florida	Tavistock Development Co.	403	685	-41%
38	Meridiana	Iowa Colony, Texas	Rise Communities	400	467	-14%
39	Daybreak	South Jordan, Utah	Larry H. Miller Real Estate	399	633	-37%
40	Cross Creek Ranch	Fulshear, Texas	Johnson Development Corp.	396	456	-13%
41	Nocatee	Ponte Vedra, Florida	PARC Group	386	738	-48%
42	Woodforest	Montgomery, Texas	Johnson Development Corp.	382	467	-18%
43	On Top of the World	Ocala, Florida	Colan Built Development	377	832	-55%
44	Mirada	San Antonio, Florida	Metro Development Group	371	391	-5%
45	Eastmark	Mesa, Arizona	DMB Associates & Brookfield	363	643	-44%
46	Elyson	Katy, Texas	Brookfield Properties	362	456	-21%
47	Caldwell Ranch*	Rosharon, Texas	D.R. Horton	359		
48	Southshore Bay	Wimauma, Florida	Metro Development Group	353	274	29%
49*	Sienna	Missouri City, Texas	Johnson Dev. / Toll Brothers	351	646	-46%
49*	Sierra Vista/Sterling Lakes	Arcola, Texas	Land Tejas/Starwood Land	351	579	-39%
2022 Top-50 Total				31,552		
2021 Top-50 Total				39,228		-20%

Source: RCLCO | Last Updated 1/4/2023

* Denotes MPCs whose annual sales are estimated based on early December sales pace information. Sales information will be updated after final numbers are submitted by developers throughout the month of January.

Contact us today for more information! | Karl Pischke, Principal
P: (407) 602-7217 | E: KPISCHKE@RCLCO.COM



BEFORE THE CITY COMMISSION
CITY OF DELAND, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
KEPLER ROAD COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Orange

I, Sean C. Fortier, P.E., of Kelly, Collins & Gentry, Inc., being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Sean C. Fortier, and I am the Director of Land Development of Kelly, Collins & Gentry, Inc.
3. The prepared written, pre-filed testimony consisting of six (6) pages, submitted under my name to the City of DeLand, Florida, relating to the establishment of the Kepler Road Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work with land development projects as a professional engineer are accurately set forth in my pre-filed testimony.
6. My pre-filed testimony generally addresses the nature of the services and facilities anticipated by the proposed Kepler Road Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 29 day of August 2023.



Sean C. Fortier, P.E.

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 29 day of August 2023 by the Affiant.



[notary seal]

Kristine Tillman
(Official Notary Signature)

Name: Kristine Tillman

Personally Known ☒

OR Produced Identification ☐

Type of Identification

1 **TESTIMONY OF SEAN C. FORTIER, P.E., FOR ESTABLISHMENT OF**
2 **KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

3
4 **1. Please state your name and business address.**

5
6 My name is Sean Fortier, and my business address is 1700 North Orange Avenue, Suite
7 400, Orlando, Florida 32804.
8

9 **2. By whom are you employed and in what capacity?**

10
11 I am the Director of Land Development with Kelly, Collins & Gentry, Inc.
12

13 **3. How long have you held that position?**

14
15 I have been employed with Kelly, Collins & Gentry since 2003 as a civil engineer providing
16 professional services for the development of land. As the Director of Land Development,
17 my experience includes a wide variety of land development projects including residential,
18 commercial, industrial, student housing, and mixed-use design. Each project requires a
19 number of civil engineering elements including but not limited to stormwater, utility,
20 infrastructure, and roadway design.
21

22 **4. Please give your educational background, with degrees earned, major areas of study**
23 **and institutions attended.**

24
25 I earned my Bachelor of Science in Civil Engineering from the University of Central
26 Florida in 2003 with a concentration on water resources and geotechnical engineering.
27

28 **5. Do you have any professional licenses, registrations, or certifications?**

29
30 Professional engineer, registered in the state of Florida, P.E. number 68396. Additionally,
31 I hold a LEED (Leadership in Energy and Environmental Design) credential of GBCI
32 (Green Associate from Green Business Certificate Inc.).
33

34 **6. Are you a member of any professional associations?**

35
36 U.S. Green Building Council (USGBC) – Member since 2014
37

38 **7. Please summarize your previous experience as it relates to public facility design and**
39 **construction and land development and planning.**

40
41 Prior to becoming a civil engineer, I worked in site construction on a variety of facility and
42 infrastructure projects for commercial, industrial, and residential development sites. Since
43 becoming a civil engineer, over the past 20 years, I have designed and permitted a wide
44 variety of land development projects including facility design and construction for a
45 number of residential subdivisions, large and small scale commercial developments, multi-
46 family apartment complexes, local roadway projects, and institutional projects.

1
2 **8. Have you been involved in any developments of the type and nature contemplated**
3 **within the proposed Kepler Road Community Development District (“District”)?**

4
5 Yes, I have.
6

7 **9. Are you familiar with the Petition (“Petition”) filed by TLC Trinity Gardens, LLC**
8 **(“Petitioner”) on November 7, 2022, seeking the establishment of the proposed**
9 **District?**

10
11 Yes. I assisted the Petitioner with the preparation of some of the exhibits filed with the
12 Petition and reviewed others.
13

14 **10. Are you generally familiar with the geographical area, type, and scope of development**
15 **and the available services and facilities in the vicinity of the proposed District?**

16
17 Yes, I am.
18

19 **11. Which documents did you prepare or have others prepare under your supervision?**

20
21 Exhibits 1, 2, 4, 5, 6, and 7.
22

23 **12. Do any of those exhibits require any change or correction?**

24
25 No.
26

27 **13. To the best of your knowledge, are Exhibits 1, 2, 4, 5, 6, and 7 to the Petition accurate?**

28
29 Yes, to the best of my knowledge.
30

31 **14. In general, what do Exhibits 1, 2, 4, 5, 6, and 7 to the Petition demonstrate?**

32
33 Exhibit 1 is a map showing the general location of the proposed District.
34

35 Exhibit 2 is the metes and bounds description of the external boundary of the proposed
36 District.
37

38 Exhibit 4 contains a map depicting the existing and future general distribution, location,
39 and extent of the public and private land uses within the proposed District by the land use
40 plan element.
41

42 Exhibit 5 contains a maps of wastewater distribution, stormwater, reuse distribution, and
43 water distribution within and around the proposed District.
44

45 Composite Exhibit 6 contains a list of the facilities and services the proposed District is
46 expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity

1 responsible for the ownership and maintenance thereof.

2
3 Exhibit 7 contains the estimated costs and timetable of construction the infrastructure
4 serving the land within the proposed District.
5

6 **15. What capital facilities are presently expected to be provided by the District?**

7
8 Based on information provided by Petitioner and as more fully described in Petition Exhibit
9 6, it is expected that the District will construct and/or acquire onsite and offsite sanitary
10 sewer, reuse water, water distribution improvements, stormwater management
11 improvements, electrical service system, conservation and mitigation areas, onsite and
12 offsite roadway improvements, landscape, hardscape, irrigation, and multi-modal trail
13 improvements.
14

15 **16. Based upon your training and experience as an engineer, do you have an opinion as**
16 **to whether the proposed District is of sufficient size, sufficient compactness, and**
17 **sufficient contiguity to be developed as a functional interrelated community?**

18
19 Yes.
20

21 **17. What is the basis for your opinion?**

22
23 First, there are sufficient, significant infrastructure needs for the area within the proposed
24 District to allow development as a functionally interrelated community.
25

26 Second, the specific design of the community allows infrastructure to be provided in a cost-
27 effective manner. The land included within the proposed District area is contiguous, which
28 facilitates an efficient and effective planned development.
29

30 Third, the use of one development plan provides a contiguous and homogenous method of
31 providing services to lands throughout the District.
32

33 **18. In your opinion, you said the proposed District is sufficiently compact and contiguous**
34 **to be developable as a functionally interrelated community. Would you please explain**
35 **what you mean when stating that the proposed District is of sufficient compactness?**
36

37 The District will encompass approximately 183.926 acres, more or less, and will provide a
38 range of residential and residential-support land uses that require the necessary elements
39 of infrastructure including onsite and offsite sanitary sewer, reuse water, water distribution,
40 stormwater management system, electrical service, conservation and mitigation areas,
41 onsite and offsite roadway improvements, among other improvements. From an
42 engineering perspective, it appears the proposed District will have sufficient overall
43 residential density to require all the above-mentioned necessary elements of infrastructure
44 of a comprehensive community. These facilities and services require adequate planning,
45 design, financing, construction, and maintenance to provide the community with
46 appropriate infrastructure. The preferred method of developing land, is for the

development to be spatially compact. This allows the District to construct and maintain improvements and provide services, in a cost-efficient manner.

19. Can you provide an example of a service or facility and explain why a CDD is a preferred alternative for long-term operation and maintenance?

Yes. A good example would be a storm water management system. Both a CDD and a homeowner's association are permitted to operate and maintain such systems under applicable St. Johns River Water Management District ("SJRWMD") and City of DeLand rules. However, SJRWMD rules generally require homeowner's associations to provide more information and documentation before the SJRWMD will accept them as an operation and maintenance entity. This additional information is required to ensure the association has the financial, legal and administrative capability to provide for long-term maintenance of the storm water management system. Such documentation generally must: (1) indicate that the association has the power to levy assessments; (2) mandate the association will operate and maintain such systems; and (3) provide that the association cannot be dissolved until another entity is found to maintain the storm water management system.

In comparison, a CDD is a perpetual local government unit, which by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll. Thus, a CDD generally must simply provide a letter to the SJRWMD stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a homeowner's or property owner's association for operation and maintenance of a storm water management system.

20. Does the establishment of the District obviate the need for local land development regulations, ordinances or plans?

No. Section 190.004, *Florida Statutes*, provides the establishment of a CDD does not in any way impact or change the applicability of any governmental planning, environmental and land development laws, regulations, and ordinances. A CDD cannot take any action that is inconsistent with the comprehensive plan, code of ordinances or regulations of the city or county within which it is located.

21. Based on your experience, do you have an opinion as to whether the services and facilities to be provided by the proposed District will be incompatible with the capacities and uses of existing local and regional community facilities and services?

Based on the information provided to me, from an engineering perspective, it is my opinion that the proposed services and facilities of the proposed District will not be incompatible with the capacity and uses of existing local or regional community development services and facilities.

1 **22. What is the basis for your opinion?**

2
3 Currently, none of the planned infrastructure improvements the proposed District plans to
4 provide exist on the subject property in a manner which is useful to the proposed
5 development. Each of the elements of infrastructure for the necessary services and
6 facilities will connect into the existing surrounding systems. The proposed master
7 infrastructure roadway improvements will interconnect with and extend the City's roadway
8 system. The proposed water and sewer systems will extend the existing utility systems
9 currently operated by the City of DeLand. There will be no incompatibility issues.
10

11 **23. Based on your experience, do you have an opinion as to whether the area to be**
12 **included within the proposed District is amenable to being served by a separate**
13 **special district government?**

14
15 Yes.
16

17 **24. What is the basis for your opinion?**

18
19 Based on the information provided to me, it is my understanding the development within
20 the District is amenable to be served by the proposed Districts, which will provide
21 infrastructure improvements, which are limited in scope. This infrastructure is expected to
22 directly benefit the development and may be adequately served by a special district
23 government. In addition, special district governance provides a mechanism whereby long-
24 term maintenance obligations can be satisfied by the persons primarily using the facilities
25 and services.
26

27 **25. Do you have an opinion, as someone experienced in land development, as to whether**
28 **the proposed District is the best alternative for delivering community services and**
29 **facilities to the areas that will be served by the proposed District?**

30
31 Yes.
32

33 **26. What are the alternatives contemplated in rendering this opinion?**

34
35 There would be two alternatives that I am aware of to the establishment of the proposed
36 District. First, the City could provide the selected facilities. They may do this to facilitate
37 economic development, accommodate new growth, and provide new services, the The
38 second alternative would be for the developer or homeowner's association (HOA) to
39 provide the infrastructure using private financing.
40

41 **27. How does the proposed District compare to these alternatives?**

42
43 By comparison of the alternatives referenced above, from an engineering perspective, the
44 proposed District is the best alternative available to provide the necessary infrastructure
45 improvements. As a special-purpose "local government," the proposed District is a stable,
46 long-term public entity capable of constructing, maintaining and managing the proposed

1 elements of infrastructure of the necessary facilities and services. The limited purpose and
2 scope of the District, combined with the statutory safeguards in place, such as notice of
3 public hearings and access to district records, would ensure that the proposed District is
4 responsive to the infrastructure needs of the proposed District. The proposed District
5 would be able to obtain relatively low-cost financing to provide the necessary
6 improvements and then impose special or non-ad valorem assessments upon the property
7 owners within the District to fund the infrastructure.

8
9 Only a CDD allows for the independent financing, administration, operations and
10 maintenance of the land within the District. Only a CDD allows property owners, and
11 eventually residents, to completely control the CDD board and, therefore, the timing and
12 extent of infrastructure improvement and maintenance. Knowing when, where and how
13 infrastructure will be needed to service the projected population of an area allows for the
14 smooth delivery of those facilities. The proposed District exceeds other available
15 alternatives at focusing attention to when and where and how the next system of
16 infrastructure will be required for this specific area. This results in a full utilization of
17 existing facilities before new facilities are constructed. It reduces the delivered cost to the
18 citizens being served. The alternatives do not have all of these characteristics.

19
20 **28. Does this conclude your testimony?**

21
22 Yes, it does.

IN RE: PETITION TO ESTABLISH THE
KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 12 day of January 2023.

Anthony Iorio
Anthony Iorio

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 12 day of January 2023 by the Affiant.



[notary seal]

PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026

Paul Daniel
(Official Notary Signature)

Name: Paul Daniel
Personally Known _____
OR Produced Identification _____
Type of Identification _____

**TESTIMONY OF ANTHONY IORIO FOR ESTABLISHMENT OF
KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is Anthony Iorio. My business address is 605 Commonwealth Avenue,
Orlando, Florida 32803.

2. By whom are you employed and in what capacity?

I am the Vice President of Development for Hanover Land Company, LLC.

3. Briefly summarize your duties and responsibilities.

I am responsible for overseeing the planning, permitting, engineering, and construction of
residential and commercial communities for Hanover Land Company.

4. Who is the Petitioner in this proceeding?

The Petitioner is TLC Trinity Gardens, LLC ("Petitioner").

**5. Are you familiar with the Petition filed by the Petitioner seeking the establishment
of a community development district?**

Yes. I assisted in the preparation of the Petition to Establish the Kepler Road Community
Development District and accompanying exhibits ("Petition"), filed on November 7, 2022,
with the City of DeLand ("City"), and worked with members of the consultant team to
prepare the filing. I reviewed the Petition and exhibits prior to its filing.

6. What is the proposed name of the District?

The proposed name is the Kepler Road Community Development District ("District").

7. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

8. Are there any changes or corrections to the Petition at this time?

No.

**9. Are there any changes or corrections to any of the exhibits submitted to the City at
this time?**

No.

1 **10. Please generally describe each of the exhibits attached to the Petition.**

2
3 Exhibit 1 is a map showing the general location of the proposed District.

4
5 Exhibit 2 is the metes and bounds description of the external boundary of the proposed
6 District.

7
8 Exhibit 3 is the Consent of Landowner to CDD Establishment, executed by TLC Trinity
9 Gardens, LLC, which represents the consent of one hundred percent (100%) of the owners
10 of the lands to be included within the District.

11
12 Exhibit 4 contains maps depicting the existing and future general distribution, location, and
13 extent of the public and private land uses within the proposed District by the land use plan
14 element.

15
16 Exhibit 5 contains maps identifying existing and proposed major trunk water mains and
17 sewer interceptors and outfalls within and around the proposed District.

18
19 Composite Exhibit 6 contains a list of the facilities and services the proposed District is
20 expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity
21 responsible for the ownership and maintenance thereof, as well as a narrative description
22 of the types of public infrastructure and services to be specifically considered by the City
23 pursuant to Section 2(a)(3) of City Resolution 2020-58.

24
25 Exhibit 7 contains the estimated costs and timetable of construction the infrastructure
26 serving the land within the proposed District.

27
28 Exhibit 8 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.

29
30 Exhibit 9 is the authorization of agents form, which authorizes Sarah R. Sandy and
31 Michelle K. Rigoni to act as agents for the Petitioner.

32
33 **11. Were these exhibits prepared by you or under your supervision?**

34
35 Yes, I engaged a consultant team and directed the preparation of the exhibits to the Petition.

36
37 **12. To the best of your knowledge, is the general location map identified as Exhibit 1 a**
38 **true and accurate depiction of the general location of the proposed District?**

39
40 Yes, it is.

41
42 **13. To the best of your knowledge, is the metes and bounds description of the external**
43 **boundary of the District included in Exhibit 2, a true and accurate recitation of the**
44 **land area to be included within the proposed District?**

45
46 Yes, it is.

1
2 **14. To the best of your knowledge, is Exhibit 3 a true and accurate copy of the consent**
3 **obtained from the owner of one hundred percent (100%) of the lands to be included**
4 **within the proposed District?**

5
6 Yes, it is.
7

8 **15. To the best of your knowledge, is the map included in Exhibit 4 a true and accurate**
9 **depiction of the existing and future general distribution, location and extent of public**
10 **and private land uses within the proposed District?**
11

12 Yes, they are.
13

14 **16. To the best of your knowledge, is Exhibit 5 a true and accurate depiction of the**
15 **existing and proposed major trunk water mains and sewer interceptors and outfalls**
16 **within and around the proposed District?**
17

18 Yes, they are.
19

20 **17. To the best of your knowledge, does Composite Exhibit 6 truly and accurately list the**
21 **facilities and services that the proposed District is expected to finance, fund,**
22 **construct, acquire and/or install, as well as the anticipated owner and entity**
23 **responsible for operation and maintenance thereof, as well as a narrative description**
24 **of the types of public infrastructure and services to be specifically considered by the**
25 **City pursuant to Section 2(a)(3) of City Resolution 2020-58?**
26

27 Yes, it does.
28

29 **18. To the best of your knowledge, does Exhibit 7 truly and accurately list the estimated**
30 **costs and timetable of constructing the infrastructure serving land within the**
31 **proposed District?**
32

33 Yes, it does.
34

35 **19. To the best of your knowledge, is Exhibit 8 a true and accurate copy of the**
36 **Statement of Estimated Regulatory Costs?**
37

38 Yes, it is.
39

40 **20. To the best of your knowledge, is Exhibit 9 a true and accurate copy of the**
41 **Authorization of Agents form?**
42

43 Yes, it is.
44

45 **21. Are the contents of the Petition and the exhibits attached to it, as described herein,**
46 **true and correct to the best of your knowledge?**

1
2 Yes, they are.
3

4 **22. Are you familiar with the area that is proposed to be included within the District?**

5
6 Yes, I am familiar with the general area and the site specifically.
7

8 **23. Approximately how large is the proposed District in acres?**
9

10 The proposed District is located entirely within the City of DeLand and covers
11 approximately 183.926 acres of land.
12

13 **24. What steps were taken with respect to filing the Petition with the City?**
14

15 On November 7, 2022, the Petitioner filed the original Petition with the City. In addition,
16 an \$10,000 filing fee was provided upon the request of the City.
17

18 **25. Has notice of the hearing been provided in accordance with Section 190.005, Florida**
19 **Statutes?**
20

21 Yes. A notice of hearing is being published in the _____, a newspaper of
22 general circulation in the City and of general interest and readership in the community, as
23 a display ad for four (4) consecutive weeks immediately preceding the hearing. Proof of
24 publication has been requested and will be available by the time of the establishment
25 hearing.
26

27 **26. Who are the five persons designated in the Petition to serve as the initial Board of**
28 **Supervisors?**
29

30 The five persons include Jason Lonas, Doug Beasley, Duane "Rocky" Owen, Thomas
31 Franklin, Sr., and myself.
32

33 **27. Do you know each of these persons personally?**
34

35 Yes, I do.
36

37 **28. Are each of the persons designated to serve as the initial Board of Supervisors**
38 **residents of the State of Florida and citizens of the United States?**
39

40 Yes, they are.
41

42 **29. Are there residential units planned for development within the proposed District?**
43

44 Yes. There are approximately 543 residential units planned for development within the
45 proposed District.
46

1 **30. Are there residents currently living within the areas to be included within the District,**
2 **and, if so, have they been notified about the creation of the District?**

3
4 No, there are no residents currently living within the areas to be included within the
5 District.
6

7 **31. What steps will be taken to ensure that prospective purchasers of the District receive**
8 **notice of the existence of the District and its assessments?**

9
10 There are certain state law disclosure requirements that all community development
11 districts (“CDDs”) must meet. Among the numerous requirements that a CDD must meet,
12 below are a few examples:
13

14 First, within thirty (30) days of the establishment of the District, a Notice of Establishment
15 is required to be recorded in the property records. The notice contains a legal description
16 of the boundaries of the District and discloses, as required by Section 190.0485, *Florida*
17 *Statutes*, through inclusion of the bold-faced language set forth in the paragraph
18 immediately below, that the District may levy assessments. The document also provides
19 contact information for members of the public to obtain more information about the
20 District. This document should appear on a title search typically prepared when someone
21 intends to purchase a home after a District has been established.
22

23 Second, Section 190.048, *Florida Statutes*, requires certain contractual language to appear
24 in bold-faced and conspicuous type immediately prior to the signature line on every initial
25 purchase contract. The following language will be required: **The Kepler Road**
26 **Community Development District may impose and levy taxes or assessments, or both**
27 **taxes and assessments, on this property. These taxes and assessments pay the**
28 **construction, operation, and maintenance costs of certain public facilities and services**
29 **of the District and are set annually by the governing board of the District. These taxes**
30 **and assessments are in addition to county and other local governmental taxes and**
31 **assessments and all other taxes and assessments provided for by law.**
32

33 Third, when assessments are levied for the first time or when previously levied assessments
34 are raised, notice of a public hearing is required to be given by publication in a local
35 newspaper and by mail to all property owners within the District. The assessments are then
36 considered at a public hearing.
37

38 Fourth, the District will be required to adopt and record in the Volusia County Public
39 Records a Disclosure of Public Financing and Maintenance of Public Improvements. This
40 Disclosure summarizes the financing plan the District has undertaken, the existence, if any,
41 of capital and operation and maintenance assessments, and the facilities and services that
42 the District provides and maintains. This Disclosure is then provided by the District to the
43 developer to satisfy the requirements of Section 190.009, *Florida Statutes*, and is also
44 available for inspection by residents and prospective residents.
45

1 **32. Would you please describe the proposed timetable for development of land within the**
2 **proposed District?**

3
4 It is anticipated that the District improvements will be made, acquired, constructed and/or
5 installed in four phases beginning in 2023 and ending in 2028.
6

7 **33. Has all of the developable land within the proposed District been planned as a single**
8 **community?**

9
10 Yes, the developable land, along with certain master infrastructure is to be maintained by
11 the proposed District that will service the developable land, although anticipated to be
12 constructed in multiple phases, is planned as a single community.
13

14 **34. Would you generally describe the services and facilities you currently expect the**
15 **proposed District to provide?**

16
17 The Petitioner presently intends for the District to be involved in providing the following
18 services and facilities: on-site and off-site public roadway improvements, onsite water
19 distribution system, sanitary sewer and reuse water systems, offsite utility improvements,
20 onsite and offsite stormwater management improvements electrical service improvements,
21 conservation and mitigation improvements, trails, landscape, hardscape and irrigation
22 improvements, and other related improvements. The facilities are outlined in Composite
23 Exhibit 6 of the Petition.
24

25 Petitioner's good faith expectation of the costs associated with such facilities and services
26 is itemized in Exhibit 7 to the Petition.
27

28 **35. Did you cause the cost estimates identified in Exhibit 7 to be prepared?**

29
30 Yes, the cost estimates were prepared under my supervision and direction.
31

32 **36. What methods were used to estimate these costs?**

33
34 The estimates are based on research regarding historical costs of constructing similar
35 infrastructure and current market conditions.
36

37 **37. In your opinion, are the cost estimates for the facilities for the proposed District**
38 **reasonable?**

39
40 Yes, to the best of my knowledge and based on the information available.
41

42 **38. In general, what financing methods does the Petitioner propose the District may use**
43 **to pay for the anticipated facilities and services?**

44
45 Petitioner presently expects that the District will finance all or a portion of the facilities
46 and services through the issuance of tax-exempt bonds, special assessments and through

1 other available financing mechanisms. The debt issued by the proposed District is expected
2 to be retired by non-ad valorem assessments (also known as “special assessments”) on
3 benefitted property within the proposed District. Ongoing maintenance and operation of
4 the District and its facilities and services are expected to be funded by non-ad valorem
5 special assessments. Any facilities not financed with a bond issue may be funded by the
6 developer using conventional financing options.
7

8 **39. Who will be responsible for paying the proposed District’s assessments?**
9

10 Only current property owners and those who choose to acquire property within the
11 proposed District will be responsible for paying District assessments.
12

13 **40. Will these proposed District debts be an obligation of the City, Volusia County, or the**
14 **State of Florida?**
15

16 No. The debts will be solely the District’s obligation and secured by non-ad valorem
17 assessments levied against property owners. Florida law provides that CDD debt cannot
18 become the obligation of a county, a city, or the state without the consent of that
19 government.
20

21 **41. Why is the Petitioner seeking to have a CDD established for this area?**
22

23 There are hundreds of CDDs throughout the State of Florida. CDDs are an efficient,
24 effective way to provide infrastructure and have become accepted in the marketplace to
25 homebuyers. CDDs have the ability to assist in the streamlined and efficient maintenance
26 and operation of infrastructure and services to developing communities.
27

28 From our perspective, the establishment of a CDD is logical for this project. It provides a
29 long-term, stable, financially secure entity. The proposed District is a structured, formal
30 entity with the legal ability to respond to future changes in the circumstances and desires
31 of its residents. Under Florida law, the proposed District has access to Volusia County’s
32 tax collection mechanisms, which helps ensure that the facilities will be maintained. In
33 that sense, it is preferable over control by a property owners association.
34

35 Additionally, a CDD has the ability to enter into interlocal agreements with other
36 government entities. These allow a CDD to work with other government entities to
37 complete projects that benefit residents within the CDD boundaries while also assisting
38 local governments in completing infrastructure necessary to serve growth.
39

40 A CDD has the financial capability to assist in the provision of necessary capital
41 improvements sooner than may otherwise be the case. The City, developers, builders and
42 residents will all benefit from these improvements in terms of access, traffic flow, safety
43 and general property enhancement. Additionally, a CDD is the entity preferred by many
44 regulatory agencies, including many water management districts, to operate and maintain
45 the stormwater management and other similar systems. This is because the CDD is a
46 perpetual entity, operating in open meetings, with the financial ability to ensure that the

1 maintenance of these important environmental facilities and amenities is accomplished.
2 Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable
3 way to ensure this needed infrastructure is maintained.
4

5 **42. Does this conclude your testimony?**
6

7 Yes.

IN RE: PETITION TO ESTABLISH THE
KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF ORANGE

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Scott A. Stuart, and I am the Director of Planning at Kelly, Collins & , Inc.

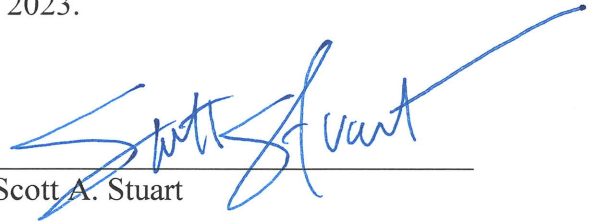
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

6. My pre-filed testimony addresses the applicable provisions of State and local comprehensive plans related to the Petition.

Page 418 of 590

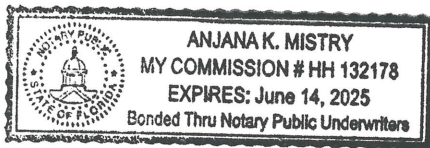
Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 22 day of August 2023.



Scott A. Stuart

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of August 2023 by the Affiant.



[notary seal]



(Official Notary Signature)

Name: Anjana K. Mistry
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

1 **TESTIMONY OF SCOTT A. STUART, FOR ESTABLISHMENT OF**
2 **KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

3
4 **1. Please state your name and business address.**

5
6 My name is Scott Stuart. My business address is 1700 North Orange Avenue, Suite 400, Orlando,
7 Florida 32804.

8
9 **2. By whom are you employed and in what capacity?**

10
11 I am the Director of Planning at Kelly, Collins & Gentry, Inc.

12
13 **3. And what is the nature of your firm's business?**

14
15 Land development, land planning, civil engineering consulting, and project management.

16
17 **4. Please describe your experience and credentials, including your current employment.**

18
19 I have been employed with Kelly, Collins & Gentry since 2001 providing professional services for
20 the development of land and related civil engineering projects. I have over 25 years of experience
21 in the field of land development, land use planning, and right of way acquisition support / eminent
22 domain projects for both public and private clients throughout the state of Florida. My experience
23 includes site planning, site evaluation, feasibility studies, development potential analysis, due
24 diligence analysis, annexations, rezonings, comprehensive plan amendments, and permitting for a
25 wide variety of development programs. I provide land planning services to assist real property
26 appraisers with right of way acquisition/eminent domain projects including comprehensive parcel
27 analysis, development trend analysis, parking analysis, highest and best use support analysis,
28 redevelopment cure plans, cost to cure quantities, mediation support, trial preparation, and expert
29 witness testimony. I have testified in various hearings and trials as an expert witness in the field
30 of land planning throughout the state of Florida.

31
32 **5. Please provide your professional background, with degrees earned, major areas of study,**
33 **year of degree, and institutions attended.**

34
35 I have Bachelor of Arts in Geography with a concentration in Planning from West Chester
36 University, West Chester, Pennsylvania, 1995.

37
38 **6. Are you a member of any professional associations?**

39
40 Florida Planning and Zoning Association (FPZA) – Member since 1999
41 FPZA Central Florida Chapter Executive Board Since 2003 (President 2010, 2017, 2018)
42 FPZA State Board 2015-2020 (President 2019, 2020)
43 America Planning Association – Member since 1999
44 Association of Eminent Domain Professionals (ADEP) – Member since 2008
45
46

1 **7. Prior to your current employment, by whom were you employed and in what position?**

2
3 Earlier in my career, I worked for the City of Oviedo Planning Department, serving as a Planner
4 and Development Review Coordinator. My responsibilities included code compliance review,
5 processing of commercial site plans, planned unit developments, and permitting. I was also
6 involved in the interpretations of codes and variance applications as the staff representative to the
7 Board of Adjustments.
8

9 **8. Are you familiar with the Petition to establish the Kepler Road Community Development**
10 **District (“District”)?**

11
12 Yes. I assisted the consultant team in preparation of attachments to the Petition.
13

14 **9. Do you have an opinion, as someone experienced in planning, as to whether the**
15 **establishment of the proposed District is inconsistent with any applicable element or portion**
16 **of the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?**

17
18 Yes.
19

20 **10. What is your opinion?**

21
22 In my opinion, the proposed District is not inconsistent with the applicable provisions of Chapter
23 187, *Florida Statutes*.
24

25 **11. What is the basis of your opinion?**

26
27 I have reviewed, from a planning perspective, applicable portions of the State Comprehensive Plan
28 (Chapter 187, *Florida Statutes*) which relate to the proposed District. The State Comprehensive
29 Plan provides “long-range policy guidance for the orderly, social, economic, and physical growth
30 of the state.” The State Comprehensive Plan provides twenty-five (25) subjects, with several goals
31 and policies particularly supportive of the establishment of the proposed District. Three subjects
32 are particularly relevant, from a planning perspective, to the establishment of the District: No. 15
33 - Land Use, No. 17 – Public Facilities, and No. 25 - Plan Implementation.
34

35 **12. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment of**
36 **the proposed District?**

37
38 Subject 15 is land use. This goal recognizes the importance of preserving the natural resources
39 and enhancing the quality of life in the State of Florida and attempts to do so by ensuring that
40 development is located in areas that have fiscal abilities and service capacity to accommodate
41 growth in an environmentally acceptable manner. Community Development Districts are designed
42 to provide services and facilities in a fiscally responsible manner to areas which can accommodate
43 development. The proposed District is consistent with this goal because it will continue to have
44 the fiscal capability to provide a range of services and facilities to a population in a designated
45 growth area.
46

1 **13. Are any of the policies under subject No. 15 relevant?**

2
3 Yes, Policy 1 intends to promote programs, investments, and efficient development activities in
4 areas which will have the capacity to service new populations and commerce. The proposed
5 District will be a vehicle to provide high quality services in an efficient and focused manner over
6 the long term.

7
8 **14. What is Subject 17 and why is it relevant?**

9
10 Subject 17 is public facilities. The goal is to protect investments and finance facilities to serve
11 residents in a timely, orderly, and efficient manner.

12
13 **15. Are any of the policies under subject No. 17 relevant?**

14
15 In particular, Policy 3 states that the cost of new public facilities should be allocated to existing
16 and future residents on the basis of the benefits received. And Policy 6, the identification and
17 implementation of innovative but fiscally sound and cost-effective techniques for financing public
18 facilities. Establishment of the proposed District will further this goal and related policies.

19
20 **16. What is subject No. 25, and why is it relevant?**

21
22 Subject No. 25 is Plan Implementation. This goal requires that systematic planning capabilities
23 be integrated into all levels of government throughout the state, with particular emphasis on
24 improving inter-governmental coordination and maximizing citizen involvement. The proposed
25 District will operate through a separate and distinct Board of Supervisors who will systematically
26 plan the construction, operation, and maintenance of public improvements and community
27 facilities authorized under Chapter 190, *Florida Statutes*, subject to and not inconsistent with the
28 local government comprehensive plan and land development regulations. Further, meetings held
29 by the Board of Supervisors are publicly advertised and open to the public.

30
31 **17. Are there any relevant policies in this portion of the State Comprehensive Plan?**

32
33 Yes. Policy 6 encourages public citizen participation at all levels of policy development, planning
34 and operations. Under Chapter 190, *Florida Statutes*, six (6) years after the establishment of a
35 Community Development District, and after two hundred and fifty (250) electors reside in the
36 Community Development District, the election of the Board of Supervisors begins to transition
37 from a landowner-elected Board to a resident-elected Board. Regardless of whether the board is
38 elected by the landowners or the residents, the proposed District must convene its meetings in
39 accordance with government in the sunshine provisions set forth in Chapter 286, *Florida Statutes*.
40 This encourages citizen participation in the planning and operational activities of the district.

41
42 **18. Based upon your experience with planning, do you have an opinion as to whether**
43 **establishment of the proposed District is inconsistent with any portion or element of the City**
44 **of DeLand Comprehensive Plan?**

45
46 Yes, I do.

1 **19. What is that opinion?**

2
3 In my opinion, the establishment of the proposed District is not inconsistent with any applicable
4 provisions of the City of DeLand Comprehensive Plan. The proposed District is planned in such
5 a way to integrate the natural environment with design, aesthetics, and environmental protection
6 to enhance the community, as intended by the City's Comprehensive Plan Future Land Use
7 Element policies for new community developments.
8

9 **20. What is the basis for that opinion?**

10
11 The proposed District includes a variety of housing types, recreational uses, open spaces, and
12 environmental preservation consistent with the City's Comprehensive Plan policies for community
13 development in the Low Density Residential Future Land Use designation. The intended uses
14 within the proposed District are compatible with surrounding uses with a gross density consistent
15 with existing and intended densities in the area. This information was utilized during the
16 annexation of the lands comprising the District and planned development approvals recently
17 approved by the City.
18

19 My opinion is also based upon years of experience reviewing comprehensive plans (including for
20 purposes of this project) and there not being any provisions that would render the proposed District
21 inconsistent with any portion of the City's Comprehensive Plan. Furthermore, Chapter 190,
22 *Florida Statutes*, prohibits any Community Development District from acting in a way that is
23 inconsistent with the local government's comprehensive plan, the exercising of any power must
24 be done with the comprehensive plan in mind. All governmental planning, environmental, and
25 land development laws, regulations, and ordinances apply to all development of the land within a
26 community development district.
27

28 **21. Does this conclude your testimony?**

29
30 Yes, it does.
31

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: First Reading of an Ordinance Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Doggie Day Care Ordinance, LDR23-196 Staff Report Doggie Daycare - ADA, Doggie Daycare - CC Text Amendment

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

SUMMARY/HIGHLIGHT:

The City's current Land Development Regulations do not include Doggie Daycare as an allowed use in any of the City's zone districts. Over the past few years there have been several inquiries regarding doggie daycare facilities. Staff evaluated the anticipated impact of a doggie daycare facility with no outdoor runs or kennels and determined that "Veterinary Clinics allowing inside overnight boarding, no outside runs or kennels" is a similar use with similar impacts. As such, staff drafted revisions to add doggie daycare to this use for clarification purposes.

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.

SUSTAINABILITY:

Land Use Guidelines: concentrate development in the urban core region or at transit- oriented sites and corridors.

FISCAL IMPACT:

This modification to the Land Development Regulations would allow additional opportunities for businesses within the P-1, BR, C-2, C-2A, and C-2AC zone districts as well as C2-A and M-1 zone districts.

RECOMMENDATION:

Staff recommends approval of this Ordinance on First Reading.

BACKGROUND/DISCUSSION:

On October 11, 2023, the Planning Board unanimously recommended approval of the proposed revisions to the Land Development Regulations to add Doggie Daycare as an allowed use where veterinary clinics and hospitals are allowed and recommended that the definition be clarified to allow overnight boarding. Based on the Planning Board recommendation, the draft revisions have been expanded to also include doggie daycare in zone districts where veterinary clinics with outdoor kennels and runs are allowed. Section 33-12 will be updated to add a definition for doggie daycare, and clarify the parking requirements in Section 33-91.03 for

veterinary clinics to include doggie daycare. The parking requirements for veterinary clinics have also been revised to add doggie daycare uses.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS RELATING TO DOGGIE DAYCARE FACILITIES; BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-17.23 “ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; BY AMENDING SECTION 33-91.03 “NUMBER AND TYPE OF PARKING SPACES REQUIRED”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend Chapter 33 “Land Development Regulations” of the Code of Ordinances of the City of DeLand, in order to update the regulations and provide additional opportunities for tattoo establishments within the City of DeLand; 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 33-12, “Definitions” by adding the new underlined language alphabetically, to be read in full as follows:

Sec. 33-12. - Definitions.

Doggie daycare – A facility providing such services as canine day care for all or part of a day, obedience classes, training, grooming, or behavioral counseling. Such facility may include overnight boarding.

Section 2. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.23 “Allowed uses in commercial and industrial zoning districts” by adding the new underlined language (to be inserted into the existing chart) and by deleting the ~~strike-through language~~ to be read in full as follows:

33-17.23 Allowed uses in commercial and industrial zoning districts.

MEDICAL SUPPORT (See also Section 33-19.11)									
	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
Medical office	P	P	P	P	P	P			
Apothecary shops	P		C ¹⁵						
Drugstores and pharmacies	P	P		P	P	P			
Hospitals				P					
Laboratories, hospitals and clinics	E ¹⁵		P	P	P	P			
Medical clinics over 5,000 square feet	E ¹⁵	E ¹⁵		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			
Veterinary clinics <u>and doggie daycare</u> allowing inside overnight boarding for clinical care , no outside runs or kennels	C	C		C		C			
Veterinary clinics, <u>doggie daycare</u> , and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E ³⁰	C				P

Section 3. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the Matrix for Section 33-91.03(f) “Number and type of parking spaces required”, by adding the new underlined language to be read in full as follows:

33-91.03 *Number and type of parking spaces required.*

(f) *Matrix.*

Medical and dental offices and clinics, hospitals, veterinary hospitals and clinics, <u>and doggie daycare facilities</u>	1 space/150 square feet of net floor area*	*Computations per section 33-91.01(c)3.
---	--	---

Section 4. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 5. 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 6. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1, 2 and 3 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 4 through 7 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 7. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day _____ 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

**PLANNING STAFF
REPORT TO
CITY OF DELAND PLANNING
BOARD
October 11, 2023**

APPLICATION NO: LDR23-196

APPLICANT: City of DeLand

STAFF PLANNER: Carol Kuhn, AICP, Planning Director

REQUEST: City-Initiated Land Development Regulations - Text Amendment to Add Doggie Daycare as an Allowed Use where Veterinary Clinics with Inside Overnight Boarding and No Outdoor Runs or Kennels are Permitted

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 do not include Doggie Daycare as an allowed use in any of the City's zone districts. Over the past few years there have been several inquiries regarding doggie daycare facilities. Staff has evaluated the anticipated impacts of a doggie daycare facility with no outdoor runs or kennels and determined that "Veterinary Clinics allowing inside overnight boarding, no outside runs or kennels" is a similar use with similar impacts. As such, staff is proposing adding doggie daycare to this use for clarification purposes. Parking for the doggie daycare facility would be the same as the parking requirement for Veterinary Hospitals and Clinics.

33-91.03 Number and type of parking spaces required.

Medical and dental offices and clinics, hospitals, veterinary hospitals and clinics	1 space/150 square feet of net floor area*	*Computations per section 33-91.01(c)3.
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A definition for Doggie Daycare would be added to Section 33-12 – Definitions.

STAFF SUMMARY: In order provide clarification regarding this similar use, staff has proposed the following revisions:

33-17.23 Allowed uses in commercial and industrial zoning districts

MEDICAL SUPPORT (See also Section 33-19.11)									
	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
Medical office	P	P	P	P	P	P			
Apothecary shops	P		C 15						
Drugstores and pharmacies	P	P		P	P	P			
Hospitals				P					
Laboratories, hospitals and clinics	E 15		P	P	P	P			
Medical clinics over 5,000 square feet	E 15	E 15		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			
Veterinary clinics and doggie daycare allowing inside overnight boarding for clinical care , no outside runs or kennels	C	C		C		C			
Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E 30	C				P

33-12 – Definitions

Doggie Daycare – A facility providing such services as canine day care for all or part of a day, obedience classes, training, grooming, or behavioral counseling.

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 LDR23-196, to *Add Doggie Daycare as an Allowed*

Use where Veterinary Clinics with Inside Overnight Boarding and No Outdoor Runs or Kennels are Permitted, to the City Commission for review and approval.

33-17.23 Allowed uses in commercial and industrial zoning districts

USES IN COMMERCIAL ZONING DISTRICTS									
	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9
PROFESSIONAL									
General/Professional Offices	P	P	P	P	P	P	P/E ¹⁹	P	P
Financial Institutions	P	P	P	P	C ²⁰	P			P
MEDICAL SUPPORT (See also Section 33-19.11)									
Medical office	P	P	P	P	P	P			
Apothecary shops	P		C ¹⁵						
Drugstores and pharmacies	P	P		P	P	P			
Hospitals				P					
Laboratories, hospitals and clinics	E ¹⁵		P	P	P	P			
Medical clinics over 5,000 square feet	E ¹⁵	E ¹⁵		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			
Veterinary clinics and doggie daycare facilities allowing inside overnight boarding for clinical care, with no outside runs or kennels	C	C		C		C			
Veterinary clinics, doggie daycare facilities, and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E ³⁰					P

33-91.03 Number and type of parking spaces required.

Medical and dental offices and clinics, hospitals, veterinary hospitals and clinics, and doggie daycare facilities	1 space/150 square feet of net floor area*	*Computations per section 33-91.01(c)3.
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33-12 – Definitions

Doggie daycare – A facility providing such services as canine day care for all or part of a day, obedience classes, training, grooming, or behavioral counseling. Such facility may include overnight boarding.

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Resolution Approving a Preliminary Plat for Spring Garden Townhomes Located on the West Side of North Spring Garden Avenue, South of Plymouth Avenue and North of Minnesota Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, PSB23-057 V3 (1) plat, Planning Board Staff Report 9-13-23, DDCM-DeLand-Master Plan Rendering--231005, Elevations - Spring Garden Townhomes, PSB23-057 Aerial, PSB23-057 Zoning Map

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

SUMMARY/HIGHLIGHT:

The applicant, Mark Watts Esq., Cobb Cole, requests approval to develop a 14.72-acre site located on the west side of North Spring Garden Avenue, south of Plymouth and north of Minnesota, into a 90-unit townhouse development and commercial parcel. The project site is vacant/undeveloped land located on the west side of Spring Garden Ave. between Plymouth and Minnesota Avenues. The property was rezoned from C-2 (General Commercial) to Spring Garden Townhomes PD and the development agreement allows the development of residential and commercial use. On July 20, 2023,

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 within the city. This action is a step toward the city addressing the housing needs of citizens in this region.

SUSTAINABILITY:

Approval of the preliminary plat for this property will permit its development for mixed use residential and commercial purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the city's tax rolls will increase funds towards city services.

RECOMMENDATION:

It is recommended that the City Commission approve the preliminary plat for this property.

BACKGROUND/DISCUSSION:

The project site is vacant/undeveloped land located on the west side of Spring Garden Ave. between Plymouth

and Minnesota Avenues. The applicant seeks to develop the subject property into a 90-unit multi-family residential development. The property was rezoned from C-2 (General Commercial) to Spring Garden Townhomes PD and the development agreement allows the development of residential and commercial use. On July 20, 2023, the Technical Review Committee voted unanimously to forward the application to the September 13, 2023 Planning Board meeting conditioned upon receiving the revised plans addressing outstanding comments. On September 13, 2023, The Planning Board recommended approval of the request subject to addressing all outstanding forestry and architecture comments prior to the City Commission hearing. Staff, including the city's review architect met with the applicant on September 19, 2023 to discuss the remaining issues and the applicant submitted updated, revised elevations on September 29, 2023. These revised elevations were reviewed by the City's architect and were accepted. The applicant has also submitted a letter regarding payment of the tree mitigation fee, in the amount of \$219,030.00, to mitigate the tree replacement deficiency for this project.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR SPRING GARDEN TOWNHOMES, LOCATED ON THE WEST SIDE OF NORTH SPRING GARDEN AVENUE, SOUTH OF PLYMOUTH AVENUE AND NORTH OF MINNESOTA AVENUE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Watts, Esq., has submitted a proper and complete application under Chapter 33, Article 13 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for approval of a preliminary subdivision plat for Spring Garden Townhomes located on the west side of north Spring Garden Avenue, south of Plymouth Avenue and north of Minnesota Avenue; and

WHEREAS, the applicant intends to develop the property into a 90-unit multi-family residential development and a commercial parcel to be developed separately; and

WHEREAS, on July 20, 2023, the Technical Review Committee recommended approval of the preliminary subdivision plat for Spring Garden Townhomes, subject to conditions; and

WHEREAS, staff has determined that all comments have been addressed and recommended approval of the preliminary subdivision plat for Spring Garden Townhomes.

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

Section 1. The City Commission hereby approves the preliminary subdivision plat for Spring Garden Townhomes, located on the west side of north Spring Garden Avenue, south of Plymouth Avenue and north of Minnesota Avenue.

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

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND, FLORIDA

SITE DEVELOPMENT PLAN

FOR

RING GARDEN AVENUE

DELAND, FLORIDA

<u>OWNER/DEVELOPER:</u> FRANK A. FORD TRUST P.O.BOX 457 DELAND, FL 32721 CONTACT: FRANK FORD	<u>CONSTRUCTION MANAGER:</u> DDC MANAGEMENT, LLC 1323 BROOKHAVEN DRIVE ORLANDO, FL 32803 CONTACT: CLAYTON SEARS EMAIL: CLAYTON.SEARS@DDCMGMT.COM
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ENGINEER:
CESO, INC.
1323 BROOKHAVEN DR.
ORLANDO, FL 32803
PHONE: (407) 670-2305
CONTACT: GARRETT GEORGE, P.E.
EMAIL: GARRETT.GEORGE@CESOINC.COM

GOVERNING AGENCIES AND UTILITY COMPANIES

SEWER:	GAS SERVICE:
CITY OF DELAND, FL	TECO PEOPLES GAS
1101 SOUTH AMELIA AVENUE	P.O. BOX 2562
DELAND, FL 32724	TAMPA, FLORIDA 33601-2562
PHONE: (386) 626-7250	PHONE: (877) 832-6747

WATER:
CITY OF DELAND, FL
1101 SOUTH AMELIA AVENUE
DELAND, FL 32724
PHONE: (386) 626-7250

COMMUNICATIONS
XFINITY COMCAST
PHONE: 1-800-934-6489

STORMWATER:
ST. JOHNS FLORIDA WATER
MANAGEMENT DISTRICT
4049 REDI STREET
PALATKA, FL 32177
PHONE: (386) 329-4500

ELECTRIC:
DUKE ENERGY
P.O. BOX 14042
ST. PETERSBURG, FL 33733
PHONE: (866) 372-4663

ZONING:

CITY OF DELAND, FL
120 S. FLORIDA AVE.
DELAND, FL 32720
PHONE:(386) 626-7016

PROPERTY DATA

PARCEL OWNER: FORD FRANK A TR - TRUST
PARCEL ID: 7007000000047 / 7007000000043

ADDRESS: 610 N SPRING GARDEN AVENUE
DELAND, FL 32720

TOTAL SITE AREA: 641,254 SQ. FT. / 14.72 ACRES

ZONING: SPRING GARDEN TOWNHOUSE PD

PROPOSED USE: RESIDENTIAL/COMMERCIAL

PROJECT AREA: 14.72 ACRES

IMPERVIOUS AREA: 3.9 ACRES

PERVIOUS AREA:	9.43 ACRES	
OPEN SPACE:	PARCEL B =	0.57 ACRES
	POND AREA =	1.96 ACRES
	TOTAL=	2.53 ACRES

	<u>REQUIRED</u>	<u>PROPOSED</u>
BUILDING SETBACKS FROM PROPERTY LINE:		
NORTH PROPERTY SETBACK	25.0	25.0
EAST PROPERTY SETBACK	25.0	25.0
SOUTH PROPERTY SETBACK	25.0	25.0
WEST PROPERTY SETBACK	25.0	25.0
FRONT YARD SETBACK:	20.0'	20.0'
SIDE YARD SETBACK:	0.0'	0.0'
REAR YARD SETBACK:	10.0'	10.0'
TREE PROTECTION AREA:	96,188 SF	96,479 SF
BETWEEN BUILDINGS:		
SIDE TO SIDE:	15.0'	15.0'
REAR TO REAR / FRONT TO FRONT	40'	N/A
COMMERCIAL AREA:		
INTERNAL SIDE:	10'	NA
FRONT:	20'	NA
REAR:	10'	NA
STREET SIDE:	20'	20'

PARKING CALCULATIONS:
 2 SPACES/UNIT, PLUS 0.5 SPACES PER UNIT PER VISITOR = 2.5 SPACES/ UNIT
 90 UNITS * 2.5 SPACES / UNIT = 225 SPACES.
 2 PARKING "SPACES" PER UNIT IN GARAGE & DRIVEWAY = 90 SPACES
 45 TOTAL STALLS REMAINING (ON-STREET PARKING)

FLOODPLAIN DESIGNATION: ZONE X PER FEMA FIRM PANEL 12127C0465H
DATED FEBUARY 19, 2014.

SHEET LIST TABLE	
Sheet Number	Sheet Title
C1.0	COVER SHEET
C1.1	GENERAL NOTES
C1.2	SUBDIVISION PLAN
C1.3	SUBDIVISION PLAN
C2.0	EXISTING CONDITIONS AND DEMO PLAN
C2.1	TREE PROTECTION PLAN
C2.2	TREE PROTECTION PLAN
C2.3	TREE SURVEY
C2.4	TREE SURVEY
C2.5	TREE DISPOSITION LIST
C2.6	TREE DISPOSITION LIST
C2.7	TREE DISPOSITION LIST
C2.8	TREE DISPOSITION LIST
C2.9	TREE DISPOSITION LIST
C2.10	TREE DISPOSITION LIST
C2.11	TREE DISPOSITION LIST
C2.12	TREE DISPOSITION LIST
C2.13	TREE DISPOSITION LIST
C2.14	TREE DISPOSITION LIST
C2.15	TREE DISPOSITION LIST
C2.16	TREE DISPOSITION LIST
C3.0	SWPPP PLAN PHASE 3
C3.2	SWPPP NOTES
C3.3	SWPPP DETAILS
C4.00	OVERALL SITE PLAN
C4.01	AUTOTURN PLAN
C4.1	SITE PLAN
C4.2	SITE PLAN
C4.3	SITE PLAN
C4.4	ROAD PLAN & PROFILE
C4.5	ROAD PLAN & PROFILE
C4.6	ROAD PLAN & PROFILE
C4.7	ROAD PLAN & PROFILE
C4.8	ROAD PLAN & PROFILE
C4.9	INTERSECTION DETAILS
C4.10	INTERSECTION DETAILS
C5.0	GRADING PLAN
C5.1	GRADING PLAN
C5.2	GRADING PLAN
C5.3	GRADING PLAN
C5.4	STORM PROFILES
C5.5	SWALE TYPICAL SECTIONS
C5.6	BASIN DETAILS
C5.7	BASIN DETAILS
C6.0	UTILITY PLAN
C6.1	UTILITY PLAN
C6.2	UTILITY PLAN
C6.3	UTILITY PLAN
C6.4	SAN. SEWER PLAN & PROFILE
C6.5	SAN. SEWER PLAN & PROFILE
C6.6	SAN. SEWER PLAN & PROFILE
C6.7	SAN. SEWER PLAN & PROFILE
C6.8	SAN. SEWER PLAN & PROFILE
C7.0	UTILITY DETAILS
C7.1	UTILITY DETAILS
C7.2	UTILITY DETAILS
C7.3	CONSTRUCTION DETAILS
L1.0	OVERALL LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L2.0	Planting Details
L3.0	OVERALL MAINLINE AND TWO WIRE ROUTING PLAN
L3.1	IRRIGATION PLAN
L3.2	IRRIGATION PLAN
L3.3	IRRIGATION PLAN
L3.4	IRRIGATION PLAN
L3.5	IRRIGATION DETAILS AND NOTES
L3.6	IRRIGATION DETAILS AND NOTES

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DETAILS			
DWG #	DESCRIPTION	DWG #	DESCRIPTION
425-053	DITCH BOTTOM INLET TYPE G	522-002	DETECTABLE WARNINGS & SIDEWALK CURB RAMPS
425-052	DITCH BOTTOM INLET TYPE D	520-001	CONCRETE SIDEWALK
520-001	TYPE D CONCRETE CURB	700-102	SPECIAL SIGN DETAILS
711-001	PAVEMENT MARKINGS	520-001	MIAMI CURB
430-021	MITERED END SECTION		

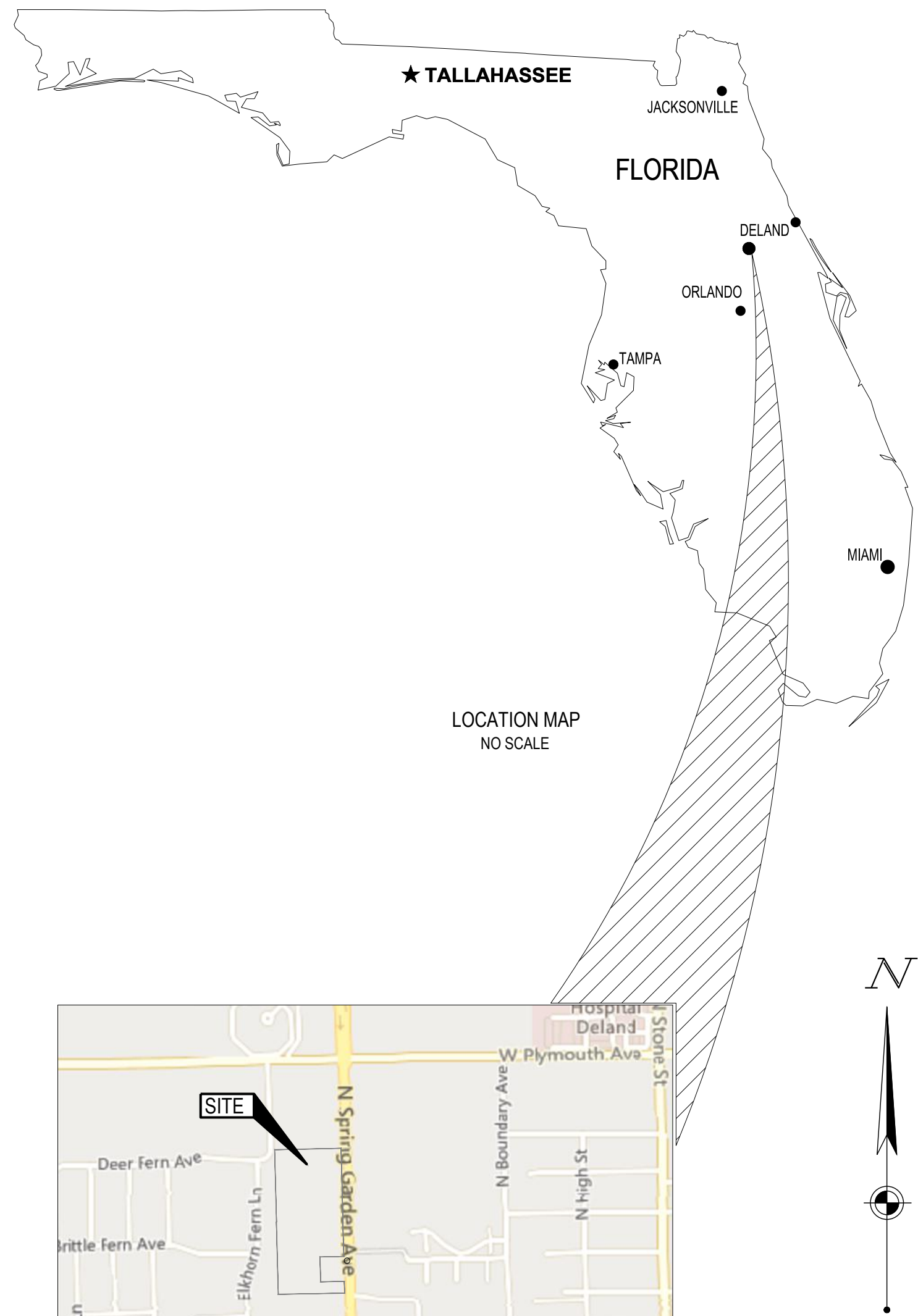
 BENCHMARKS				
	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

*VERTICAL DATUM: NAVD88
 **HORIZONTAL DATUM: NAD83
 REFER TO SITE PLAN FOR BENCHMARK LOCATIONS

FLOODPLAIN DESIGNATION:

THE PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12127040465 WHICH HAS AN EFFECTIVE DATE OF 02/19/2014 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. FIELD SURVEYING WAS NOT PERFORMED TO DETERMINE THIS ZONE. AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR AN AMENDMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

* VERTICAL DATUM: NAVD88
** HORIZONTAL DATUM: NAD83 - 2011, US FOOT



ORIGINAL SURVEY DRAWINGS:

SHEET 1 OF 1	ALTA SURVEY, MIZO & ASSOCIATES, P.A. (08/11/2022)
SHEET 1 OF 3	TOPOGRAPHIC SURVEY, ELLIS SURVEYS, P.A. (10/10/2022)
SHEET 2 OF 3	TOPOGRAPHIC SURVEY, ELLIS SURVEYS, P.A. (10/10/2022)
SHEET 3 OF 3	TOPOGRAPHIC SURVEY, ELLIS SURVEYS, P.A. (10/10/2022)

<u>ALTA SURVEY PROVIDED BY:</u> MIZO & ASSOCIATES, LLC 1407 CUMBER STREET ORLANDO, FL 32804 PHONE: (321) 200-4984 CONTACT: EDWARD J. MIZO DATED: 08/11/2022 CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY PROVIDED BY MIZO & ASSOCIATES. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO BID AND CONSTRUCTION.	<u>TOPOGRAPHIC SURVEY PROVIDED BY:</u> ELLIS SURVEYS, LLC P.O. BOX 160952 ALTAMONTE SPRINGS, FL 32716 PHONE: (407) 854-4003 CONTACT: ROBERT ELLIS P.L.S. DATED: 10/10/2022 CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO BID AND CONSTRUCTION.
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FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO
 COMMENCE, THE CONTRACTORS SHALL NOTIFY THE
 FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION
 SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES
 WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING
 THIS PROJECT AND ARE NONMEMBERS OF OHIO UTILITIES
 PROTECTION SERVICE



CESO
WWW.CESOINC.COM

[illegible]

SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

COVER SHEET

ISSUE:	
NOT FOR CONSTRUCTION	
DATE:	
07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO.	
C1.0	

GENERAL NOTES

DEMOLITION NOTES

1.

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL AND DISPOSAL, IN A LOCATION APPROVED BY THE GOVERNING AUTHORITIES, OF ALL STRUCTURES, PADS, WALLS, FOUNDATIONS, DRAINAGE STRUCTURES, UTILITIES, ETC. SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL AS SPECIFIED IN THE GEOTECHNICAL REPORT PERFORMED BY TIERRA, LLC, DATED 09/16/2022. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
2.

FEDERAL, STATE AND LOCAL CODE REQUIREMENTS SHALL GOVERN THE DISPOSAL OF DEBRIS INCLUDING ANY POTENTIALLY HAZARDOUS AND TOXIC MATERIALS. ALL MATERIALS AND STRUCTURES DESIGNATED AS "TO BE REMOVED" SHALL BE DISPOSED OF OFF SITE AND AT THE COST OF THE CONTRACTOR.
3.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING JOB SITE SAFETY PER OSHA REQUIREMENTS AT ALL TIMES. DURING DEMOLITION AND CONSTRUCTION, CONTRACTOR SHALL PROVIDE SAFETY RAILINGS AT ALL AREAS WHERE FALL PROTECTION IS REQUIRED.
4.

PRIOR TO DEMOLITION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL FLORIDA SUNSHINE ONE, CALL 811 AND NOTIFY ALL UTILITY COMPANIES TO SCHEDULE UTILITY SERVICE REMOVAL AND/OR ABANDONMENT. ALL UTILITIES SHALL BE REMOVED/RELOCATED PER THE SPECIFICATIONS OF THE UTILITY COMPANIES. THE CONTRACTOR IS RESPONSIBLE TO PAY ALL FEES AND CHARGES ASSOCIATED WITH THIS WORK.
5.

CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO INHABITED BUILDINGS ON SITE AND ADJACENT PROPERTIES AT ALL TIMES. INTERRUPTIONS SHALL BE APPROVED BY THE OWNERS OF THE BUILDINGS/PROPERTIES.
6.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES. IF THE LOCATION OR ELEVATION OF THE EXISTING UTILITIES ARE FOUND TO BE DIFFERENT FROM THE PLANS, CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
7.

CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES TO REMAIN INSIDE AND OUTSIDE CONSTRUCTION LIMITS. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGES AND NOTIFY THE CITY/COUNTY PRIOR TO CONSTRUCTION START. ANY EXISTING SITE FEATURE TO REMAIN THAT IS DAMAGED DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, CURB, ETC. SHALL BE REPAIRED TO A CONDITION THAT IS EQUAL TO, OR BETTER THAN, THE EXISTING CONDITIONS. PRIOR TO BEING DAMAGED, THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
8.

CONTINUOUS ACCESS SHALL BE MAINTAINED TO THE SURROUNDING PROPERTIES WHENEVER POSSIBLE DURING DEMOLITION OF THE EXISTING FACILITIES.
9.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF TRANSPORTATION REGULATIONS AND LOCAL REGULATIONS.
10.

THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING CONSTRUCTION FENCE, SIGNS, ETC. TO WARN AND KEEP UNAUTHORIZED PEOPLE OFF SITE FOR THE DURATION OF THE PROJECT.
11.

PRIOR TO DEMOLITION, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PER THE GOVERNING AGENCIES GUIDELINES AND STANDARDS. DUST CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12.

SAWCUT LINE PROVIDED IS FOR REFERENCE ONLY AND PAVEMENT SAWCUT REMOVAL SHALL BE TO FULL DEPTH AT ALL PAVEMENT/SIDEWALK LIMITS. CONTRACTOR WILL BE RESPONSIBLE FOR DETERMINING THE EXTENT OF THE SAWCUT THAT WILL BE REQUIRED AS WELL AS PAVEMENT REPAIRS TO INSTALL UTILITY TRENCHING. IF ANY DAMAGE OCCURS ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THAT WHICH IS NECESSARY TO COMPLETE THE INTENT OF THE PROPOSED IMPROVEMENTS. SAWCUT EXISTING PAVEMENT TO FULL DEPTH, USING CARE TO CUT NEAT, STRAIGHT LINES. CUT AT EXISTING JOINTS WHERE POSSIBLE.
13.

THE CONTRACTOR SHALL MAINTAIN A WELL-DRAINED SITE, FREE OF STANDING WATER DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DRAINAGE MEASURES DURING CONSTRUCTION.
14.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO STUDY THE PLANS AND VISIT THE SITE TO DETERMINE THE ITEMS THAT MUST BE REMOVED TO COMPLY WITH THE SITE DEVELOPMENT PLANS. NO EXTRA FEE WILL BE PAID FOR THE REMOVAL OF ANY ITEM NOT LISTED THAT IS VISIBLE UPON A SITE VISIT. THE DEMOLITION PLAN IS INTENDED TO PRESENT THE SCOPE OF THE DEMOLITION, AND DOES NOT GUARANTEE THAT ALL ITEMS ARE ADDRESSED.
15.

THE CONTRACTOR SHALL OBTAIN ALL PERMITS FOR ALL SITE DEVELOPMENT WORK, PAY ALL FEES FOR PERMITS AND CHECK ALL GOVERNING AUTHORITIES' SPECIFICATIONS FOR BUT NOT LIMITED TO, GUTTERS, SIDEWALKS, POLES, AND OTHER STRUCTURES, INCLUDING THE REMOVAL OR RELOCATION OF EXISTING UTILITIES OR OTHER PHYSICAL OBJECTS SHOWN ON PLANS OR NOTED OTHERWISE.
16.

ALL TRENCHES, HOLES AND PITS RESULTING FROM THE REMOVAL AND ABANDONMENT OF ANY STRUCTURE OR OBSTRUCTION SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PERFORMED BY FES GROUP, LLC, DATED 12/27/21
17.

TREE REMOVAL AND CLEARING AND GRUBBING SHALL BE PERFORMED PER STATE AND LOCAL REGULATIONS. STUMP SHALL BE REMOVED COMPLETELY, INCLUDING ALL ROOTS. NO BURNING ALLOWED.
18.

DEAD SEWER CONNECTIONS OR MAINS BEING REMOVED SHALL BE REMOVED TO THE RIGHT OF WAY (UNLESS PLANS OR CITY ENGINEER SPECIFY OTHERWISE) AND SEALED AND MADE WATERTIGHT.
19.

ALL MATERIALS AND STRUCTURES DESIGNATED AS "TO BE REMOVED" SHALL BE DISPOSED OF OFF SITE AND AT THE COST OF THE CONTRACTOR.
20.

THE CONTRACTOR SHALL CREATE AND IMPLEMENT AN EROSION AND SEDIMENTATION CONTROL PLAN FOR ALL SITE CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE PROJECT. THE PLAN MUST CONFORM TO THE EROSION AND SEDIMENTATION REQUIREMENTS OF THE CONSTRUCTION GENERAL PERMIT OR LOCAL STANDARDS AND CODES, WHICHEVER IS MORE STRINGENT.
21.

ALL COSTS FOR INSPECTIONS AND/OR TESTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS NOTED OTHERWISE.
22.

THE CONTRACTOR SHALL COORDINATE ALL WORK WITH CITY OF DELAND & VOLUSIA COUNTY, AND ALL UTILITY PROVIDERS LOCATED ON-SITE AND IN THE RIGHT OF WAY.
23.

CONTRACTOR MAY LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENT ETC., THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
24.

SAWCUT AND REMOVE TO FULL DEPTH AT ALL PAVEMENT/SIDEWALK LIMITS OR TO EXISTING JOINTS.
25.

ALL POTENTIALLY HAZARDOUS/TOXIC MATERIALS MUST BE REMOVED FROM THE SITE PRIOR TO DEMOLITION, AND PER DIRECTION OF THE ENVIRONMENTAL ENGINEER. CONTRACTOR TO REFERENCE PHASE I ENVIRONMENTAL REPORT PERFORMED BY TIERRA, DATED 09/16/2022.
26.

THE REMOVAL OF STRUCTURES AND OBSTRUCTIONS SHALL BE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
27.

FEDERAL, STATE AND LOCAL CODE REQUIREMENTS SHALL CONTROL THE DISPOSAL OF DEBRIS RESULTING FROM THE REMOVAL OPERATION.
28.

THE CONTRACTOR SHALL STRIP AND REMOVE (OR STOCKPILE) ALL TOPSOIL PRIOR TO COMMENCING WITH ANY EXCAVATION OR DEMOLITION.

SITE NOTES

1.

ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY REGULATIONS AND CODES AND O.S.H.A. STANDARDS. THE CONTRACTOR SHALL OBTAIN FINAL APPROVALS/PERMITS AND INSPECTIONS AS NECESSARY PRIOR TO CONSTRUCTION.
2.

ALL MATERIAL NOTED ON DRAWINGS WILL BE SUPPLIED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
3.

CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS TO COORDINATE ACCESS POINTS AND ELEVATIONS. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF DOORS, ENTRY RAMP, AND CANOPY.
4.

NEW CURB AND GUTTER ALONG EXISTING STREETS TO MATCH EXISTING CURB AND GUTTER IN KIND. IF UNDER DRAIN EXISTS, IT SHALL BE REPLACED.
5.

ALL COSTS FOR INSPECTIONS AND/OR TESTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS NOTED OTHERWISE.
6.

ACCESSIBILITY STANDARDS SHALL BE IN ACCORDANCE WITH FEDERAL AND LOCAL REQUIREMENTS FOR HANDICAP ACCESSIBILITY, INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES. ADA PARKING STALLS SHALL MEET ADA GRADE GUIDELINES. CONTRACTOR SHALL FIELD VERIFY EXISTING GRADES AT ACCESS POINTS, ACCESSIBLE ROUTES, AND EXISTING PARKING TO REMAIN TO DETERMINE COMPLIANCE WITH STANDARDS.
7.

ALL DISTURBED AREAS ARE TO RECEIVE 6" OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF SOD IS ESTABLISHED.
8.

ALL DIMENSIONS AND RADII ARE TO THE BACK OF THE CURB, EDGE OF PAVEMENT, OR BUILDING FACE, AS APPLICABLE, UNLESS OTHERWISE NOTED.
9.

ALL CURB RADII ARE 20 FEET UNLESS OTHERWISE NOTED.

10.

BOLLARDS SHALL BE PLACED TO PROTECT GAS METER, ELECTRICAL AND TELEPHONE EQUIPMENT, AND DUMPSTER ENCLOSURE.
11.

PROVIDE SIGNAGE AND STRIPING AS SHOWN. PAVEMENT MARKINGS ON ASPHALT SHALL BE WHITE. PAVEMENT MARKINGS ON CONCRETE SHALL BE YELLOW. ALL PAVEMENT MARKINGS AND STRIPING SHALL COMPLY WITH FDOT INDEX 711-001 AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.)

11.1.

LANE LINE: 6" WHITE

11.2.

PARKING STALLS: 4" WHITE

11.3.

STOP LINE: 12" WHITE
12.

REFER TO ARCHITECTURAL PLANS FOR PROPOSED BUILDING SIGNAGE.
13.

REFER TO MECHANICAL PLANS FOR EQUIPMENT LAYOUT.
14.

REFER TO ELECTRICAL PLANS FOR ELECTRICAL WORK.
15.

REFER TO GEOTECHNICAL ENGINEERING REPORT FOR SITE WORK PREPARATION/RECOMMENDATIONS AND PAVEMENT SECTIONS.
16.

REFER TO ORIGINAL SURVEY PROVIDED BY MIZO & ASSOCIATES (ALTA SUREY) & ELLIS SURVEYS (TOPOGRAPHIC SURVEY).
17.

ALL LIGHT POLES TO BE LOCATED 3' FROM THE BACK OF CURB, AS MEASURED FROM THE FACE OF POLE FOUNDATION, UNLESS OTHERWISE DENOTED ON PLANS.

GRADING NOTES

1.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2.

THE TOPOGRAPHIC SURVEY WAS PERFORMED BY A REGISTERED LAND SURVEYOR. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE, AT HIS EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR, AND IN THE SAME DATUM, AND SUBMIT IT TO THE OWNER FOR REVIEW.
3.

CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
4.

THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
5.

EXISTING AND PROPOSED GRADE CONTOUR INTERVALS ARE SHOWN AT 1 FOOT INTERVALS.
6.

ALL SPOT ELEVATIONS REFER TO FINISHED PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
7.

ALL ADA ACCESSIBLE PARKING SPACED AND LOADING AREAS SHALL BE GRADED WITH A 2.0% MAXIMUM SLOPE IN ALL DIRECTIONS. ALL ADA ACCESSIBLE ROUTES SHALL BE GRADED WITH A 2.0% MAXIMUM CROSS SLOPE AND 5.0% MAXIMUM RUNNING SLOPE.
8.

MAINTAIN EXISTING DRAINAGE PATTERN THROUGHOUT THE SITE, EXCEPT WITHIN THE LIMITS OF DISTURBANCE (LOD).
9.

COORDINATE GRADES AT BUILDING ENTRIES WITH ARCHITECTURAL PLANS.
10.

EXISTING DRAINAGE STRUCTURES SHALL BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES ARE TO BE CLEANED TO REMOVE ALL SILT AND DEBRIS AFTER CONSTRUCTION IS COMPLETE.
11.

IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO A CONDITION EQUAL TO OR BETTER THAN ITS CONDITION PRIOR TO DAMAGE.
12.

CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND WITHIN PAVED AREAS.
13.

ALL TOPSOIL MUST BE REMOVED BEFORE FILL MATERIAL IS PLACED.
14.

ALL WET, OR OTHERWISE UNSUITABLE SOILS MUST BE STABILIZED. THIS MAY BE ACCOMPLISHED BY DRYING, REMOVAL & REPLACEMENT, REMOVAL & DRYING & RECOMPACTION, OR SOIL TREATMENT (LIME/CEMENT) UNDER THE SUPERVISION OF A QUALIFIED PROFESSIONAL GEOTECHNICAL ENGINEER.
15.

ALL UNSURFACED AREAS, DISTURBED BY GRADING, OPERATION SHALL RECEIVE 6" OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES STEEPER THAN 3H:1V AND SEED WITH LOW MAINTENANCE GRASS SEED MIX. CONTRACTOR SHALL SEED DISTURBED AREAS IN ACCORDANCE WITH SPECIFICATIONS UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. ALL EXPOSED SURFACE AREAS SHALL BE STABILIZED PER THE SWPPP AND LANDSCAPE REQUIREMENTS AS PART OF THIS PLAN SET.
16.

ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS SOIL TIGHT.
17.

ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.
18.

STORM PIPE SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED:

MATERIAL	TYPE	PIPE SPEC	JOINT SPEC	INSTALLATION	ACCEPTABLE AREAS OF USE
REINFORCED CONCRETE PIPE (RCP)	CLASS III, IV	ASTM C-76	ASTM C443	ASTM C1479	WITHIN R/W, COVER VARIES WITH PIPE CLASS
HIGH DENSITY POLY-ETHYLENE (HDPE)	SMOOTH-WALLED CORRUGATED ADS-N12 OR EQUAL	AASHTO M294 (TYPE S)	ASTM F477	ASTM D2321	ON SITE, 12" TO 60" DIA.

19.

ALL STORM SEWER STRUCTURE GRATES AND FRAMES WITHIN PAVEMENT SHALL BE HEAVY DUTY (FDOT TYPE 'G').
20.

ALL STORM DRAINAGE INSTALLATION SHALL BE PERFORMED IN ACCORDANCE WITH ALL CITY OF DELAND & FDOT STANDARDS.
21.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
22.

THE STORM SEWER GRADE WILL BE SUCH THAT A MINIMUM COVER IS MAINTAINED TO WITHSTAND AASHTO HS-25 LOADING ON THE PIPE. PROVIDE MINIMUM 3.0 FEET OF COVER FOR ALL STORM SEWERS UNLESS OTHERWISE NOTED.
23.

WHEN A SANITARY SEWER MAIN LIES ABOVE A STORM SEWER, OR WITHIN 12 INCHES BELOW, THE SANITARY SEWER WILL HAVE AN IMPERVIOUS ENCASEMENT OR BE CONSTRUCTED OF STRUCTURAL SEWER PIPE FOR A MINIMUM OF 10 FEET ON EACH SIDE OF WHERE THE STORM SEWER CROSSES.
24.

CONTRACTOR SHALL CONSTRUCT SIDEWALKS SUCH THAT 2% IS THE MAXIMUM CROSS SLOPE, AND 5% IS THE MAXIMUM TRANSVERSE SLOPE EXCEPT AT RAMPS. CURB RAMPS SHALL BE CONSTRUCTED PER FDOT INDEX 622-022 'CR-E' AND 'CR-F' AND THE MAXIMUM SLOPES SHALL NOT BE EXCEEDED. FORMS SHALL BE PLACED FOR SIDEWALK AREA, AND THE SLOPES ARE TO BE VERIFIED PRIOR TO PLACING CONCRETE. IF SLOPES BECOME AN ISSUE, CONTRACTOR SHALL CONTACT THE ENGINEER.
25.

CURB SHALL BE FDOT TYPE 'D' PER INDEX 520-001.
26.

REFER TO GEOTECHNICAL REPORT AND CITY OF DELAND ENGINEERING STANDARDS MANUAL, ARTICLE 8 FOR SUBGRADE PREPARATION.
27.

ALL ADA ACCESSIBLE ROUTES, WITHIN THE PUBLIC RIGHT-OF-WAY, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE "PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES" AND ANY APPLICABLE LOCAL OR STATE REQUIREMENTS. THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
28.

ALL ADA ACCESSIBLE ROUTES, INCLUDING SIGNAGE AND STRIPING WITHIN THE PROJECT LIMITS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE "ADA STANDARDS FOR ACCESSIBLE DESIGN" AND ANY LOCAL OR STATE REQUIREMENTS. THE MORE STRINGENT REQUIREMENT SHALL GOVERN.

UTILITY NOTES

1.

THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2.

CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF O.S.H.A. DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR O.S.H.A.
3.

CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
4.

ALL FILL AND BEDDING MATERIAL IS TO BE PLACED AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
5.

CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY REGULATIONS AND THE OWNER'S INSPECTION AUTHORITIES.
6.

CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITY'S INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
7.

WATER AND SANITARY UTILITIES SHALL HAVE TEN (10') FEET OF HORIZONTAL CLEARANCE WHEN PARALLEL OR 18" VERTICAL CLEARANCE WHEN CROSSING. ALL CLEARANCE DISTANCES SHALL BE MEASURED FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE. THE CROSSING SHALL BE ARRANGED SO THAT THE SANITARY SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER LINE JOINTS.
8.

IF A WATER LINE PASSES UNDER THE SANITARY SEWER LINE, THE SEWER LINE SHOULD BE CONSTRUCTED OF A WATERTIGHT MATERIAL APPROVED BY THE REGULATORY AGENCY FOR USE IN WATER MAIN CONSTRUCTION AND SHALL EXTEND TEN (10') FEET ON BOTH SIDES OF THE CROSSING, AS MEASURED PERPENDICULAR TO THE WATER LINES. ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO MAINTAIN LINE AND GRADE.
9.

UNDERGROUND LINES SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
10.

CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY REGULATIONS AND THE OWNER'S INSPECTION AUTHORITIES.
11.

UTILITY TRENCHES WITHIN PAVED AREAS TO BE BACKFILLED PER UTILITY TRENCH DETAIL PROVIDED WITHIN THE CONSTRUCTION DETAILS SHEET.
12.

ALL WATER LINE WORK SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF DELAND WATER NOTES (FOUND ON RESIDENTIAL WATER DETAILS REFERENCE #W422) AND FDEP REGULATIONS.
13.

INSTALL ALL WATER LINES WITH A MINIMUM COVER OF 3'-0".
14.

ON-SITE WATER LINE MATERIAL SHALL BE PER CITY OF DELAND WATER NOTES (FOUND ON RESIDENTIAL WATER DETAILS REFERENCE #W422) AS FOLLOWS:

MATERIAL	PRESSURE RATING	PIPE SPEC	FITTINGS	INSTALLATION	ACCEPTABLE AREAS OF USE
POLY VINYL CHLORIDE (PVC)	AWWA DR-11 PRESSURE CLASS 350	AWWA DR-11	BRASS AWWA C800 AWWA C901	ASTM D2241	6" DIAMETER WATER MAIN

15.

ON-SITE SANITARY SEWER LINE MATERIAL SHALL BE PER CITY OF DELAND WATER NOTES (FOUND ON RESIDENTIAL SEWER DETAILS) AS FOLLOWS:

MATERIAL	PRESSURE RATING	PIPE SPEC	FITTINGS	INSTALLATION	ACCEPTABLE AREAS OF USE
POLY VINYL CHLORIDE (PVC)	SDR 26	ASTM D3034	ASTM D3212 ASTM F477	ASTM D1598	ON SITE, 8" & LARGER IN RIGHT OF WAYS AND EASEMENTS

16.

REFER TO ARCHITECTURAL DRAWINGS FOR EXACT BUILDING UTILITY CONNECTION LOCATIONS, SERVICE SIZES TO BE DETERMINED BY ARCHITECT.
17.

CLEAN OUTS AND CURB BOXES WITHIN THE PAVED AREAS MUST HAVE TRAFFIC LOADING FRAMES AND COVERS.
18.

AS CONSTRUCTION ACTIVITIES APPROACH AN EXISTING UTILITY LINE, THE CONTRACTOR SHALL LOCATE THE LINE, DETERMINE ITS EXACT LOCATION, AND MAKE GRADE ADJUSTMENTS BY DEFLECTING THE PIPELINE FITTINGS. MAXIMUM FITTING DEFLECTION SHALL BE PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
19.

UNLESS OTHERWISE NOTED IN DEMOLITION PLAN, IT IS THE OWNER'S INTENTION TO PRESERVE ALL EXISTING SITE FEATURES AND UTILITY LINES. CONTRACTOR TO FIELD VERIFY LOCATION OF ALL UTILITIES PRIOR TO STARTING WORK. IF CONFLICT IS IDENTIFIED, CONTACT OWNER'S ENGINEER IMMEDIATELY. RELOCATION OF ANY CONFLICTING UTILITY HAS TO BE DONE WITH APPROVAL OF THE UTILITY OWNER.

EXISTING FEATURES LEGEND
APPLIES TO ALL CIVIL SHEETS

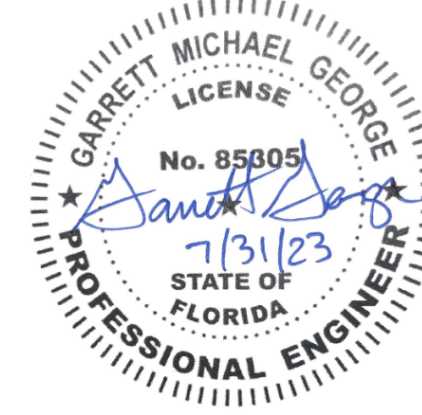
	R/W	RIGHT OF WAY LINE		WATER METER		STORM CATCH BASIN
	---	PARCEL LINE		WATER VALVE		STORM INLET BASIN
	---	SUBJECT PROPERTY BOUNDARY LINE		POWER/TELEPHONE POLE		STORM MANHOLE
	---	EASEMENT LINE		POWER POLE		STORM CLEAN OUT
	==	CURB		AIR CONDITIONER		SANITARY MANHOLE
	---	EDGE OF PAVEMENT		ELECTRIC BOX		SANITARY CLEAN OUT
	---	EDGE OF WALK		LIGHT POLE		TRAFFIC/ SIGNAL POLE
	---	PAVEMENT MARKINGS		GAS VALVE		TRAFFIC MANHOLE
	---	STORM SEWER		GAS METER		SIGN
	---	SANITARY SEWER				
	---	WATER LINE				
	---	GAS LINE				
	---	OVHD ELECTRIC LINE				
	---	UGND ELECTRIC LINE				
	---	UGND TELECOMM LINE				
	---	MAJOR CONTOUR				
	---	MINOR CONTOUR				

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REVISION DESCRIPTION

NO. DATE

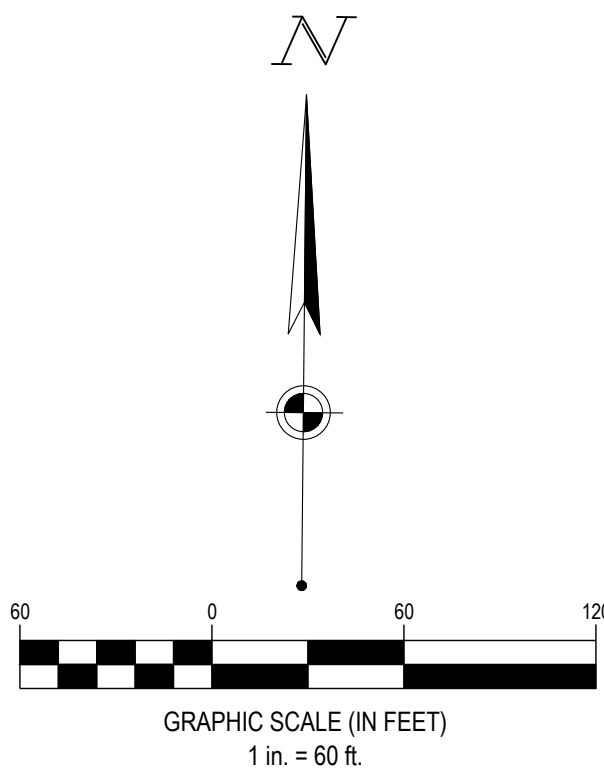
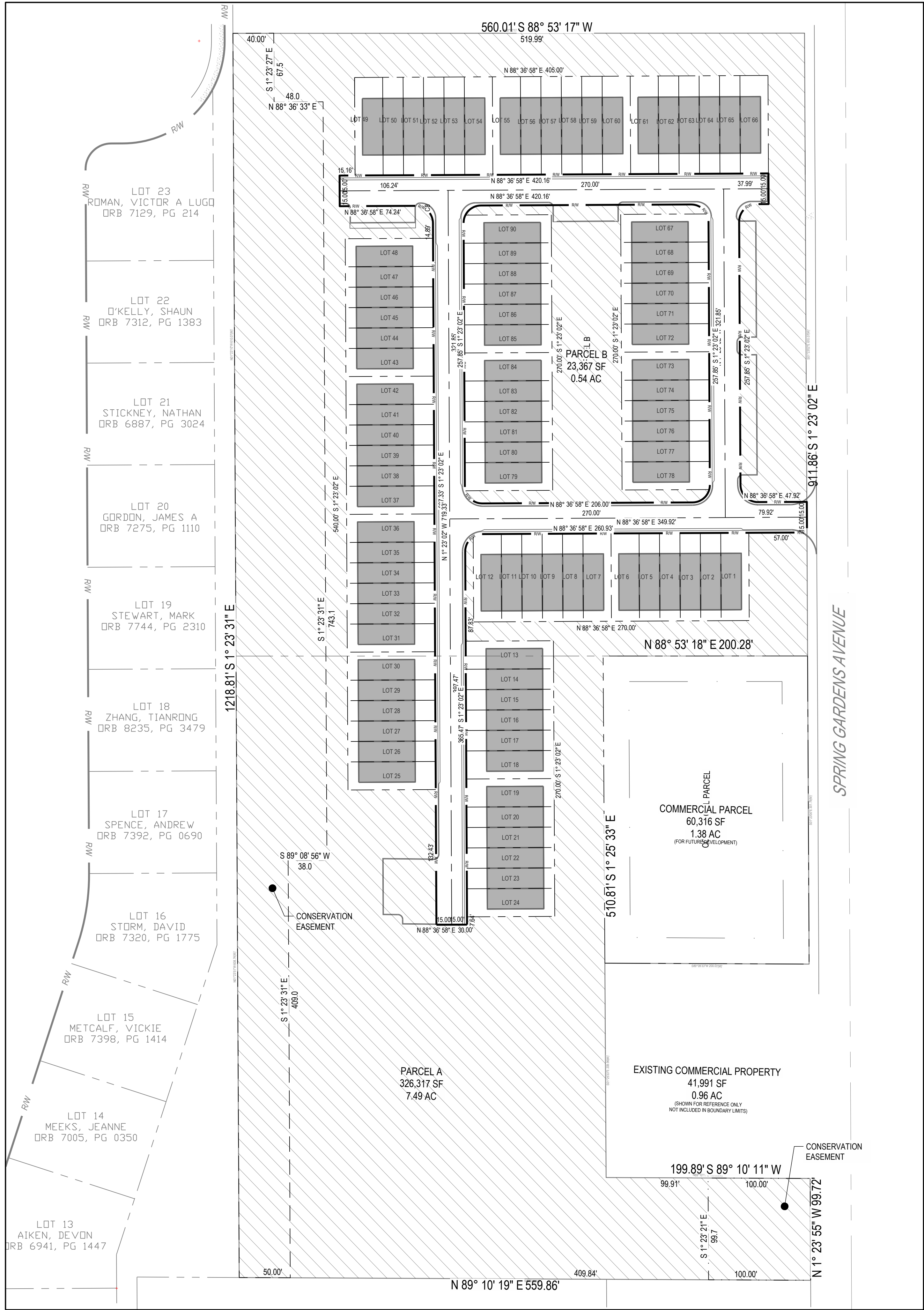


SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

GENERAL NOTES

ISSUE: NOT FOR CONSTRUCTION	
DATE: 07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO. C1.1	



SUBDIVISION PLANS LEGEND	
EXISTING	
PROPOSED	
---	PROPERTY LINE
---	RIGHT-OF-WAY
---	CENTERLINE
---	PAVEMENT/WALK
---	PARCEL BOUNDARY
---	CONSERVATION EASEMENT BOUNDARY

Parcel Table	
Parcel #	Area
LOT 1	2365.00 SF
LOT 2	1720.00 SF
LOT 3	1720.00 SF
LOT 4	1720.00 SF
LOT 5	1720.00 SF
LOT 6	2365.00 SF
LOT 7	2365.00 SF
LOT 8	1720.00 SF
LOT 9	1720.00 SF
LOT 10	1720.00 SF
LOT 11	1720.00 SF
LOT 12	2357.32 SF
LOT 13	2365.00 SF
LOT 14	1720.00 SF
LOT 15	1720.00 SF
LOT 16	1720.00 SF
LOT 17	2365.00 SF
LOT 18	2365.00 SF
LOT 19	2365.00 SF
LOT 20	1720.00 SF
LOT 21	1720.00 SF
LOT 22	1720.00 SF
LOT 23	2365.00 SF
LOT 24	1720.00 SF
LOT 25	2365.00 SF
LOT 26	1720.00 SF
LOT 27	1720.00 SF
LOT 28	1720.00 SF
LOT 29	1720.00 SF
LOT 30	2365.00 SF
LOT 31	2365.00 SF
LOT 32	1720.00 SF
LOT 33	1720.00 SF
LOT 34	1720.00 SF
LOT 35	1720.00 SF
LOT 36	2365.00 SF
LOT 37	2365.00 SF
LOT 38	1720.00 SF
LOT 39	1720.00 SF
LOT 40	1720.00 SF

Parcel Table	
Parcel #	Area
LOT 41	1720.00 SF
LOT 42	2365.00 SF
LOT 43	2365.00 SF
LOT 44	1720.00 SF
LOT 45	1720.00 SF
LOT 46	1720.00 SF
LOT 47	1720.00 SF
LOT 48	2365.00 SF
LOT 49	1920.00 SF
LOT 50	1920.00 SF
LOT 51	1920.00 SF
LOT 52	1920.00 SF
LOT 53	1920.00 SF
LOT 54	2640.00 SF
LOT 55	2640.00 SF
LOT 56	1920.00 SF
LOT 57	1920.00 SF
LOT 58	1920.00 SF
LOT 59	1920.00 SF
LOT 60	2640.00 SF
LOT 61	2640.00 SF
LOT 62	1920.00 SF
LOT 63	1920.00 SF
LOT 64	1920.00 SF
LOT 65	1920.00 SF
LOT 66	2640.00 SF
LOT 67	2360.47 SF
LOT 68	1720.00 SF
LOT 69	1720.00 SF
LOT 70	1720.00 SF
LOT 71	1720.00 SF
LOT 72	2365.00 SF
LOT 73	2365.00 SF
LOT 74	1720.00 SF
LOT 75	1720.00 SF
LOT 76	1720.00 SF
LOT 77	1720.00 SF
LOT 78	2364.10 SF
LOT 79	2364.10 SF
LOT 80	1720.00 SF
LOT 81	1720.00 SF

Parcel Table	
Parcel #	Area
LOT 82	1720.00 SF
LOT 83	1720.00 SF
LOT 84	2365.00 SF
LOT 85	2365.00 SF
LOT 86	1720.00 SF
LOT 87	1720.00 SF
LOT 88	1720.00 SF
LOT 89	1720.00 SF
LOT 90	2360.47 SF
LOT COMMERCIAL PARCEL	60316.14 SF

Parcel Table	
Parcel #	Area
COMMERCIAL PARCEL	60316.14 SF
EXISTING COMMERCIAL PROPERTY	41990.60 SF
PARCEL A	326317.09 SF
PARCEL B	23367.43 SF
RIGHT OF WAY	52853.19 SF

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES
REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS

LOT & R/W CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	17.00'	7.93'	7.86'	N14° 45' 02"W	026° 44' 01"	4.04'
C2	17.00'	26.70'	24.04'	S46° 23' 02"E	090° 00' 00"	17.00'
C3	17.00'	4.55'	4.54'	S09° 03' 31"E	015° 20' 58"	2.29'
C4	17.00'	9.57'	9.45'	S72° 29' 08"W	032° 15' 41"	4.92'
C5	17.00'	22.74'	21.08'	S50° 17' 59"W	076° 38' 00"	13.43'
C6	17.00'	26.70'	24.04'	S43° 36' 58"W	090° 00' 00"	17.00'
C7	17.00'	22.74'	21.08'	N53° 04' 02"W	076° 38' 00"	13.43'
C8	17.00'	26.70'	24.04'	S46° 23' 02"E	090° 00' 00"	17.00'
C9	17.00'	26.70'	24.04'	N43° 36' 58"E	090° 00' 00"	17.00'
C10	17.00'	18.77'	17.83'	N59° 45' 02"W	063° 15' 59"	10.47'
C11	17.00'	26.70'	24.04'	S46° 23' 02"E	090° 00' 00"	17.00'
C12	17.00'	26.70'	24.04'	S43° 36' 58"W	090° 00' 00"	17.00'
C13	17.00'	4.55'	4.54'	N06° 17' 27"E	015° 20' 58"	2.29'
C14	17.00'	22.15'	20.62'	N51° 17' 27"E	074° 39' 02"	12.96'
C15	17.00'	22.15'	20.62'	S54° 03' 31"E	074° 39' 02"	12.96'
C16	17.00'	18.77'	17.83'	S56° 58' 59"W	063° 15' 59"	10.47'
C17	17.00'	7.93'	7.86'	S11° 58' 59"W	026° 44' 01"	4.04'
C18	17.00'	17.13'	16.42'	S27° 29' 08"W	057° 44' 19"	9.37'

BENCHMARKS			
	ELEVATION*	EASTING**	NORTHING**
BM #1	79.66	E 552420.75	N 1710969.94
BM #2	84.51	E 552432.28	N 1709912.72

*VERTICAL DATUM: NAVD88
**HORIZONTAL DATUM: NAD83
REFER TO SITE PLAN FOR BENCHMARK LOCATIONS



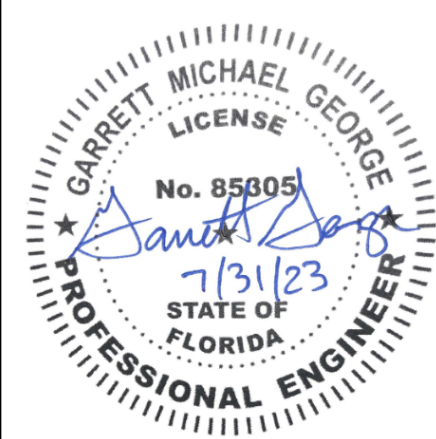
FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



REVISION DESCRIPTION

DATE

NO.



SPRING GARDEN
TOWNHOMES
DELAND, FL

SUBDIVISION
PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C1.2

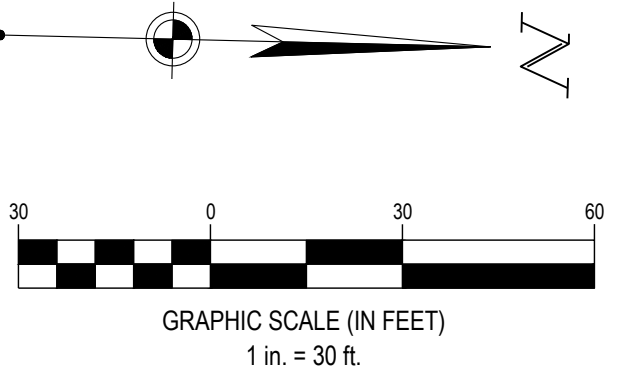
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**SPRING GARDEN
TOWNHOMES
DELAND, FL**

SUBDIVISION
PLAN

ISSUE: NOT FOR CONSTRUCTION	
DATE: 07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO. C1.3	

SUBDIVISION PLANS LEGEND	
<u>EXISTING</u>	
<u>PROPOSED</u>	
	PROPERTY LINE
 RW 	RIGHT-OF-WAY
	CENTERLINE
	PAVEMENT/WALK
	PARCEL BOUNDARY
	CONSERVATION EASEMENT



PARCEL A
326,317 SF
7.49 AC

PARCEL B
23,367 SF
0.54 AC

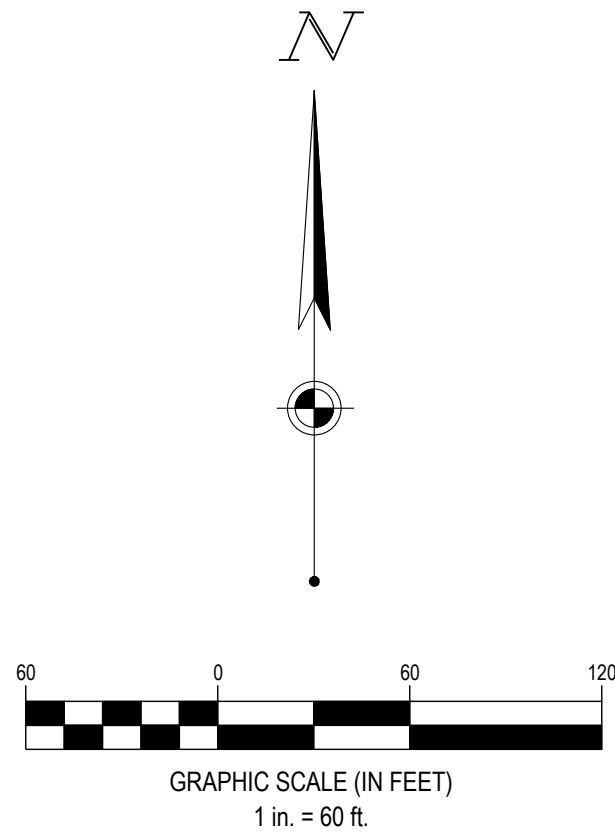
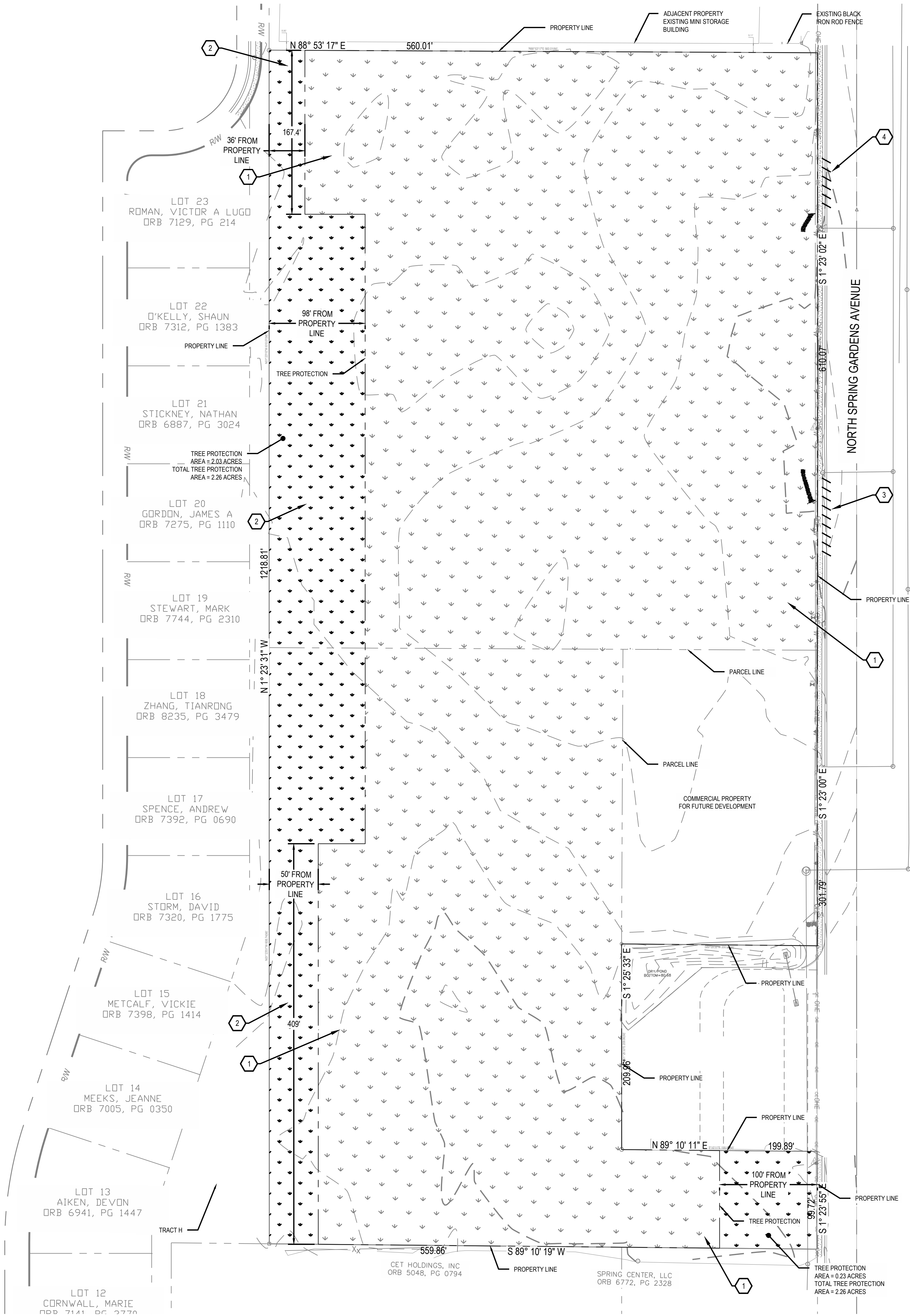
COMMERCIAL PARCEL
60,316 SF
1.38 AC

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES

REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



DEMOLITION LEGEND

EXISTING
REFER TO XXX FOR EXISTING FEATURES LEGEND

PROPOSED

- SITE CLEARING LIMITS
- REMOVE EXISTING BUILDING
- REMOVE EXISTING GRAVEL PAVEMENT
- REMOVE EXISTING ASPHALT PAVEMENT (OR AS NOTED ON THE PLANS)
- TREE PROTECTION AREA
- SAWCUT LINE
- PROPERTY LINE
- UTILITY LINE TO BE REMOVED / RELOCATED
- REMOVE EXISTING CURB & GUTTER
- REMOVE EXISTING FENCE

- CODED NOTES:**
- REMOVE EXISTING TREES.
 - TREE PROTECTION AREA
 - REMOVE EXISTING CURB, GUTTER, & SIDEWALK
 - REMOVE EXISTING SIDEWALK AND REPLACE WITH 6" SIDEWALK

REFER TO SHEET C1.1 FOR GENERAL DEMOLITION NOTES

TREE PRESERVATION AREA

DESCRIPTION	AREA
PROTECTION AREA #1	2.03 AC.
PROTECTION AREA #2	0.23 AC.
TOTAL AREA	2.26 AC.

BENCHMARKS				
	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

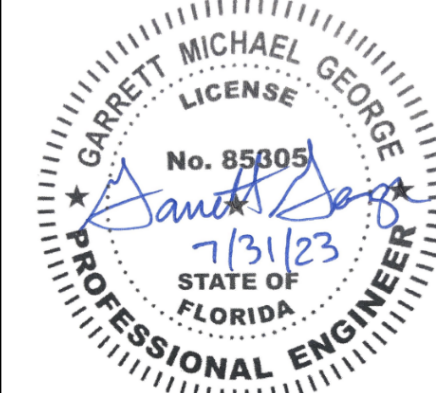
*VERTICAL DATUM: NAVD88
**HORIZONTAL DATUM: NAD83
REFER TO SITE PLAN FOR BENCHMARK LOCATIONS



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF OHIO UTILITIES PROTECTION SERVICE



REVISION DESCRIPTION
NO. DATE

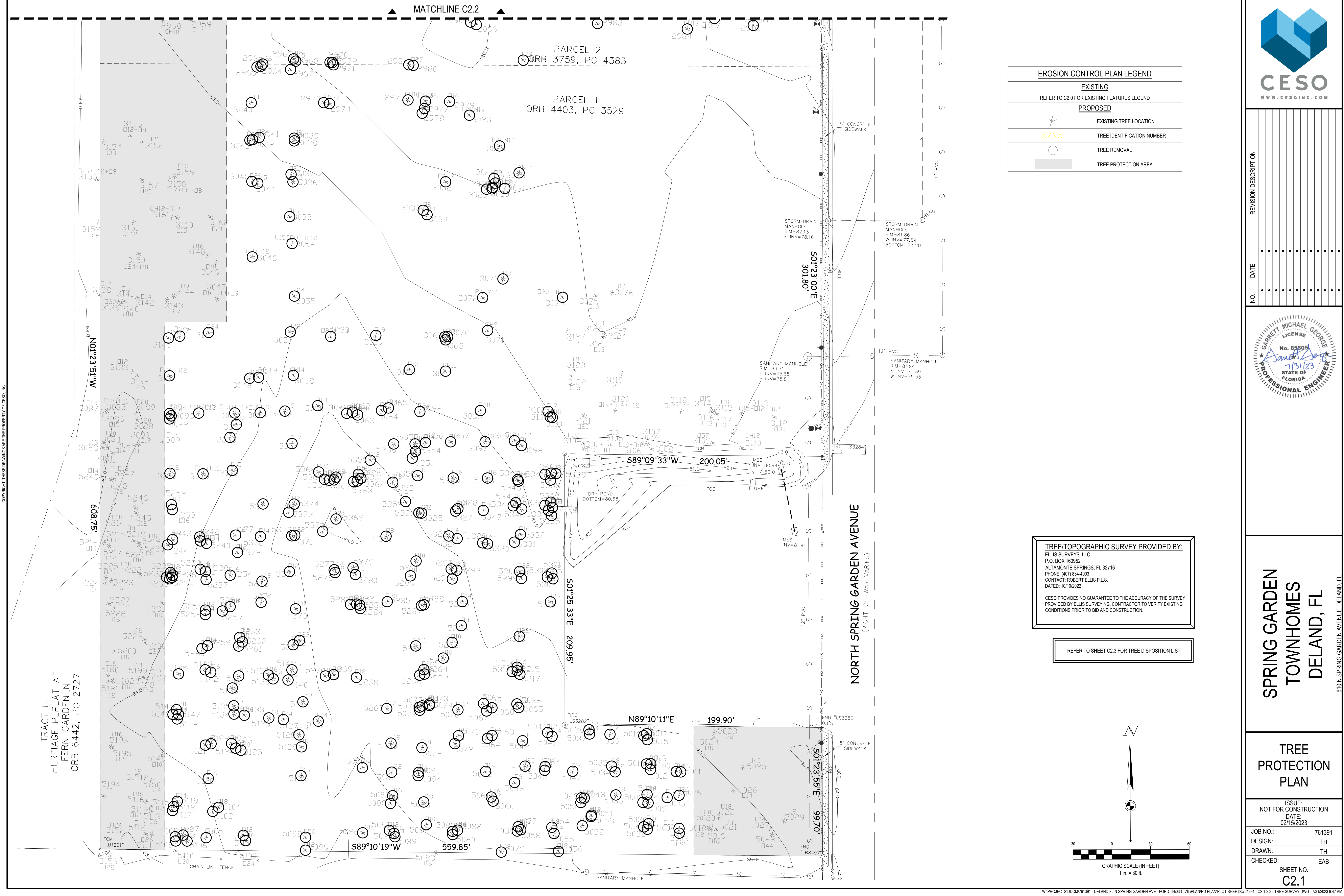


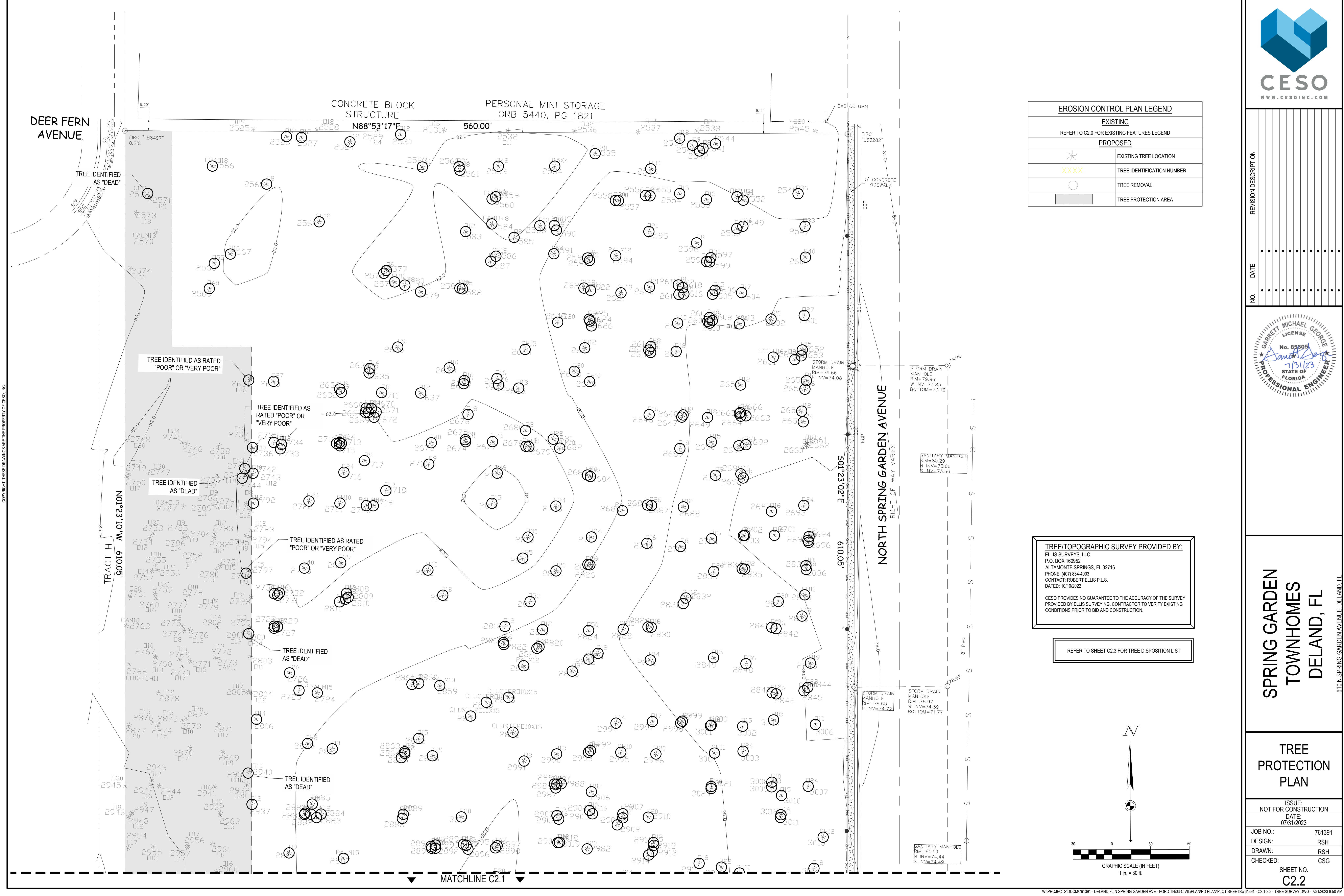
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

EXISTING
CONDITIONS
AND DEMO PLAN

ISSUE: NOT FOR CONSTRUCTION	
DATE: 07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO. C2.0	



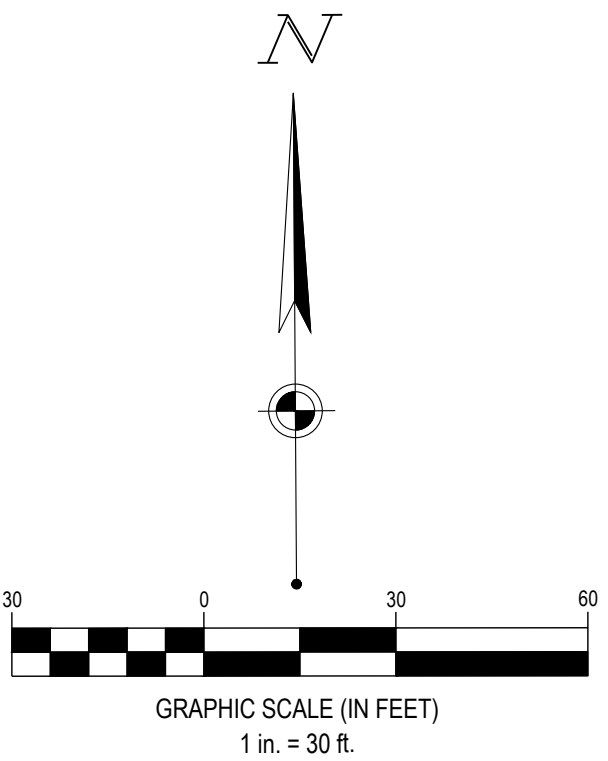


EROSION CONTROL PLAN LEGEND	
EXISTING	
REFER TO C2.0 FOR EXISTING FEATURES LEGEND	
PROPOSED	
	EXISTING TREE LOCATION
	TREE IDENTIFICATION NUMBER
	TREE REMOVAL
	TREE PROTECTION AREA

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTAMONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO BID AND CONSTRUCTION.

REFER TO SHEET C2.3 FOR TREE DISPOSITION LIST



WWW.CESOINC.COM

REVISION DESCRIPTION	
NO.	DATE

SPRING GARDEN TOWNHOMES DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE PROTECTION PLAN

ISSUE:	
NOT FOR CONSTRUCTION	
DATE:	
07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO.	
C2.2	

W:\PROJECTS\DDCM\761391 - DELAND FL N SPRING GARDEN AVE - FORD TH03-CIVIL\PLAN\PD PLAN\LOT SHEETS\761391 - C2.1-2.3 - TREE SURVEY.DWG-7/31/2023 8:50 AM

Page 442 of 590

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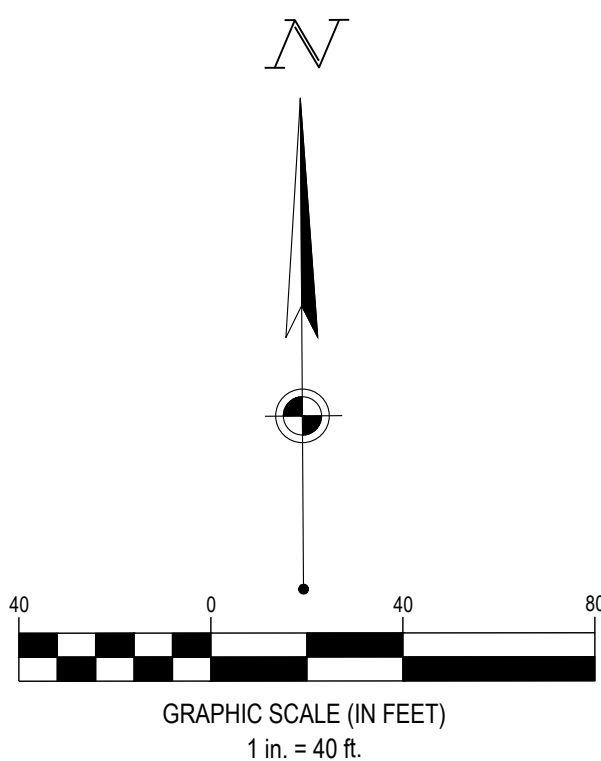
CET HOLDINGS, INC
ORB 5048, PG 0794

SPRING CENTER, LLC
ORB 6772, PG 2328

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTAMONTE SPRINGS, FL 32716
PHONE: (407) 634-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

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PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.

REFER TO SHEET C2.3 FOR TREE DISPOSITION LIST



REVISION DESCRIPTION

NO. DATE

**SPRING GARDEN
TOWNHOMES
DELAND, FL**

610 N SPRING GARDEN AVENUE, DELAND, FL

**TREE
SURVEY**

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023

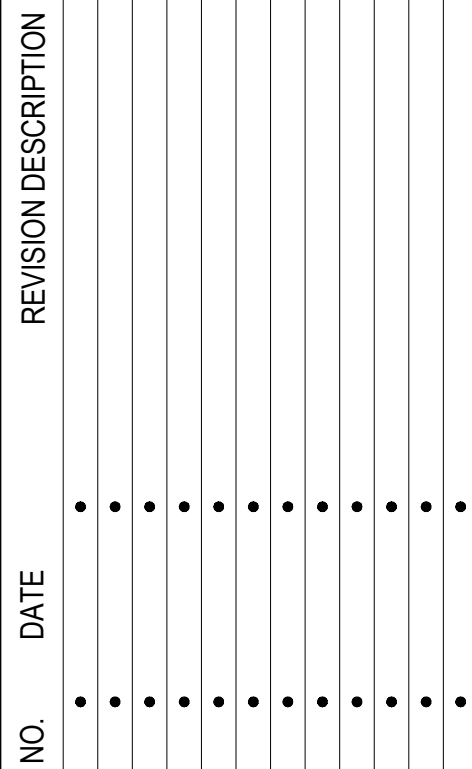
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DESIGN: TH

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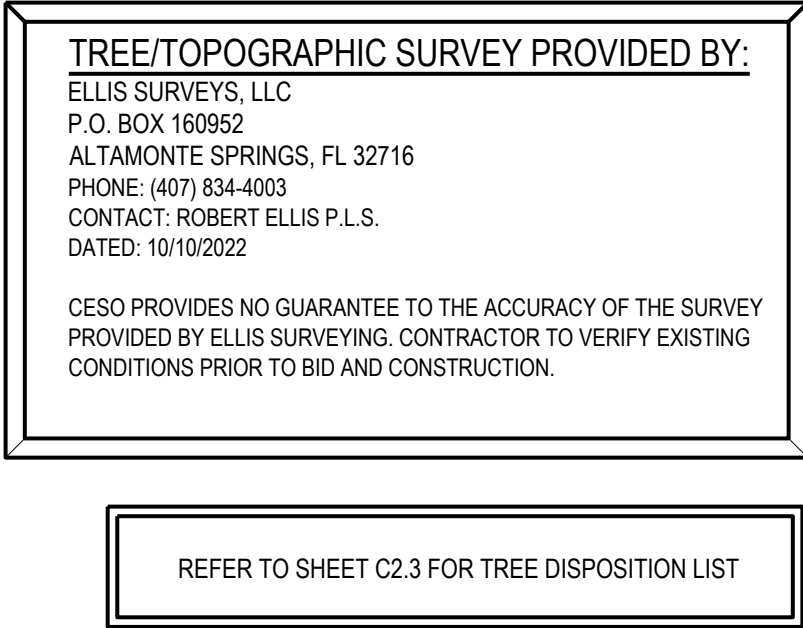
CHECKED: EAB

SHEET NO.
C2.3



TREE SURVEY	
ISSUE: NOT FOR CONSTRUCTION	
DATE: 02/15/2023	
JOB NO.:	761391
DESIGN:	TH
DRAWN:	TH
CHECKED:	EAB
SHEET NO. C2.4	

JOB NO.:	761391
DESIGN:	TH
DRAWN:	TH
CHECKED:	EAB
SHEET NO. C2.4	



TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
2524	Laurel oak	Quercus laurifolia	29.04042982	-81.32590652	1	12	12	96	Very Good					12	1/3 DBH	4.0	
2525	Live oak	Quercus virginiana	29.04045126	-81.32613817	1	20	20	89	Good			Specimen					20
2526	Live oak	Quercus virginiana	29.04043777	-81.32605989	1	11	11	93	Good			Specimen		11	1/2 DBH	5.5	
2527	Laurel oak	Quercus laurifolia	29.04043779	-81.32602233	1	15	15	86	Good					15	1/3 DBH	5.0	
2528	Live oak	Quercus virginiana	29.04045439	-81.32598483	1	16	16	93	Good			Specimen					16
2529	Live oak	Quercus virginiana	29.04045749	-81.32584088	1	24	24	89	Good			Specimen					24
2530	Laurel oak	Quercus laurifolia	29.04044937	-81.32578453	1	12	12	93	Good					12	1/3 DBH	4.0	
2531	Live oak	Quercus virginiana	29.04046063	-81.32567816	1	16	16	89	Good			Specimen					16
2532	American holly	Ilex opaca	29.04046375	-81.32552482	2	6, 5	11	86	Good								11
2533	Laurel oak	Quercus laurifolia	29.0403867	-81.32554336	1	31	31	71	Fair					31	1/3 DBH	10.3	
2534	Laurel oak	Quercus laurifolia	29.04038978	-81.3254088	4	18, 15, 18, 13	64	79	Fair					64	1/3 DBH	21.3	
2535	Black cherry	Prunus serotina	29.04042027	-81.32531188	1	18	18	86	Good					18	1/3 DBH	6.0	
2536	Live oak	Quercus virginiana	29.0404669	-81.3253621	1	26	26	89	Good	28.6	59.5		Historic				26
2537	American holly	Ilex opaca	29.04046727	-81.32520876	1	12	12	79	Fair								12
2538	Live oak	Quercus virginiana	29.04047312	-81.32506482	1	23	23	89	Good			Specimen					23
2539	Laurel oak	Quercus laurifolia	29.04045652	-81.32510545	1	15	15	89	Good					15	1/3 DBH	5.0	
2540	Laurel oak	Quercus laurifolia	29.04044284	-81.32507411	1	9	9	96	Very Good					9	1/3 DBH	3.0	
2541	Laurel oak	Quercus laurifolia	29.0404374	-81.32504906	1	8	8	93	Good					8	1/3 DBH	2.7	
2542	Laurel oak	Quercus laurifolia	29.04043188	-81.32505843	1	15	15	96	Very Good					15	1/3 DBH	5.0	
2543	Laurel oak	Quercus laurifolia	29.04039035	-81.32517409	1	32	32	64	Poor					32	1, 2" DBH Tree	2.0	
2544	Laurel oak	Quercus laurifolia	29.04044847	-81.32502093	1	9	9	86	Good					9	1/3 DBH	3.0	
2545	Live oak	Quercus virginiana	29.04047931	-81.32477692	1	22	22	86	Good			Specimen					22
2547	Laurel oak	Quercus laurifolia	29.04027575	-81.32479819	1	33	33	89	Good					33	1/3 DBH	11.0	
2548	Laurel oak	Quercus laurifolia	29.04034721	-81.32481719	1	32	32	82	Good					32	1/3 DBH	10.7	
2549	Laurel oak	Quercus laurifolia	29.04027264	-81.3249484	1	19	19	64	Poor					19	1/3 DBH	6.3	
2550	Laurel oak	Quercus laurifolia	29.04026711	-81.3249609	1	28	28	75	Fair					26	1/3 DBH	8.7	
2551	Laurel oak	Quercus laurifolia	29.04033585	-81.32496424	2	15, 13	28	68	Poor					28	1, 2" DBH Tree	2.0	
2552	Laurel oak	Quercus laurifolia	29.04032764	-81.32494857	1	14	14	86	Good					14	1/3 DBH	4.7	
2553	Black cherry	Prunus serotina	29.04032742	-81.32503933	1	17	17	79	Fair					17	1/3 DBH	5.7	
2554	Laurel oak	Quercus laurifolia	29.04033827	-81.32510195	1	17	17	57	Very Poor					17	1/3 DBH	5.7	
2555	Laurel oak	Quercus laurifolia	29.0403326	-81.32517391	1	16	16	82	Good					16	1/3 DBH	5.3	
2556	Laurel oak	Quercus laurifolia	29.04033257	-81.32518643	1	7	7	93	Good					7	1/3 DBH	2.3	
2557	Laurel oak	Quercus laurifolia	29.04032141	-81.32525211	1	19	19	93	Good					19	1/3 DBH	6.3	
2558	Laurel oak	Quercus laurifolia	29.04032139	-81.32525837	1	31	31	68	Poor					31	1, 2" DBH Tree	2.0	
2559	Laurel oak	Quercus laurifolia	29.04032069	-81.32554941	1	14	14	89	Good					14	1/3 DBH	4.7	
2560	Laurel oak	Quercus laurifolia	29.04031791	-81.32555879	2	18, 19	37	68	Poor					37	1, 2" DBH Tree	2.0	
2561	Black cherry	Prunus serotina	29.04037548	-81.32563721	1	9	9	93	Good					9	1/3 DBH	3.0	
2562	Laurel oak	Quercus laurifolia	29.04038372	-81.32564036	1	31	31	82	Good					31	1/3 DBH	10.3	
2563	Live oak	Quercus virginiana	29.04038076	-81.32572798	1	13	13	89	Good			Specimen		13	1/2 DBH	6.5	
2564	Black cherry	Prunus serotina	29.04025915	-81.32597483	1	12	12	86	Good					12	1/3 DBH	4.0	
2565	Laurel oak	Quercus laurifolia	29.04033584	-81.32610338	1	8	8	89	Good					8	1/3 DBH	2.7	
2566	Laurel oak	Quercus laurifolia	29.04037127	-81.32623806	2	16, 23	39	61	Poor					39	1/3 DBH	13.0	
2567	Laurel oak	Quercus laurifolia	29.04018438	-81.3261874	1	10	10	93	Good								10
2568	Laurel oak	Quercus laurifolia	29.04016504	-81.32622489	2	42, 18	60	64	Poor					60	1/3 DBH	20.0	
2569	Laurel oak	Quercus laurifolia	29.04011001	-81.32623724	1	46	46	86	Good								46
2570	Cabbage palmetto	Sabal palmetto	29.04022794	-81.32636905	1	15	15	96	Very Good								15
2571	Laurel oak	Quercus laurifolia	29.04029666	-81.32638491	1	27	27	89	Good								27
2572	Black cherry	Prunus serotina	29.0403049	-81.32638807	1	11	11	0	Dead					11	0	0	
2573	Laurel oak	Quercus laurifolia	29.04026632	-81.32641924	1	21	21	89	Good								21
2574	Water oak	Quercus nigra	29.04014804	-81.32642826	1	9	9	82	Good								9
2576	Laurel oak	Quercus laurifolia	29.04015228	-81.32581489	1	10	10	82	Good					10	1/3 DBH	3.3	
2577	Laurel oak	Quercus laurifolia	29.0401578	-81.32580865	1	12	12	93	Good					12	1/3 DBH	4.0	
2578	Black cherry	Prunus serotina	29.04013585	-81.32578667	1	12	12	54	Very Poor					12	1/3 DBH	4.0	
2579	Black cherry	Prunus serotina	29.040114	-81.32572401	1	12	12	68	Poor					12	1/3 DBH	4.0	
2580	Laurel oak	Quercus laurifolia	29.04012766	-81.32576161	1	26	26	82	Good					26	1/3 DBH	8.7	
2581	Laurel oak	Quercus laurifolia	29.04012523	-81.32563016	1	9	9	82	Good					10	1/3 DBH	3.3	
2582	Laurel oak	Quercus laurifolia	29.04012524	-81.32562391	1	23	23	82	Good					23	1/3 DBH	7.7	
2583	Laurel oak	Quercus laurifolia	29.04024627	-81.32561803	1	12	12	89	Good					12	1/3 DBH	4.0	
2584	*Camphor	Camphora officinarum	29.04026292	-81.32555549	2	10, 7	17	89	Good					0	0	0	
2585	Laurel oak	Quercus laurifolia	29.04023555	-81.3255022	1	8	8	68	Poor					8	1/3 DBH	2.7	
2586	Black cherry	Prunus serotina	29.04019419	-81.32554276	1	17	17	64	Poor					17	1/3 DBH	5.7	
2587	Black cherry	Prunus serotina	29.04018316	-81.32555524	3	18, 13, 7	38	79	Fair					38	1/3 DBH	12.7	
2588	Laurel oak	Quercus laurifolia	29.0402632	-81.3254397	1	13	13	86	Good					13	1/3 DBH	4.3	
2589	Laurel oak	Quercus laurifolia	29.04026328	-81.32540527	1	8	8	0	Dead					8	1/3 DBH	2.7	
2590	Laurel oak	Quercus laurifolia	29.04025505	-81.32539899	1	7	7	64	Poor					7	1/3 DBH	2.3	
2591	Laurel oak	Quercus laurifolia	29.04020278	-81.32540509	1	24	24	79	Fair					24	1/3 DBH	8.0	
2592	Water oak	Quercus nigra	29.04019748	-81.32532057	1	8	8	89	Good					8	1/3 DBH	2.7	
2593	Water oak	Quercus nigra	29.04019199	-81.32531743	1	18	18	57	Very Poor					18	1/3 DBH	6.0	
2594	Black cherry	Prunus serotina	29.04020314	-81.32525487	1	13	13	96	Very Good					13	1/3 DBH	4.3	
2595	Black cherry	Prunus serotina	29.04025559	-81.32517367	1	22	22	82	Good					22	1/3 DBH	7.3	
2596	Laurel oak	Quercus laurifolia	29.04023662	-81.32505782	1	9	9	89	Good					9	1/3 DBH	3.0	
2597	Laurel oak	Quercus laurifolia	29.0402037	-81.32502329	1	19	19	89	Good					19	1/3 DBH	6.3	
2598	Laurel oak	Quercus laurifolia	29.04019543	-81.32503265	2	8, 8	16	82	Good					16	1/3 DBH	5.3	
2599	Laurel oak	Quercus laurifolia	29.04019545	-81.32502639	1	16	16	86	Good					16	1/3 DBH	5.3	
2600	Laurel oak	Quercus laurifolia	29.04021251	-81.32479487	3	14, 17, 15	46	64	Poor					46	1/3 DBH	15.3	
2601	Laurel oak	Quercus laurifolia	29.040086	-81.32479447	1	23	23	86	Good					23	1/3 DBH	7.7	
2602	Laurel oak	Quercus laurifolia	29.04007756	-81.32487268	1	17	17	82	Good					17	1/3 DBH	5.7	
2603	Laurel oak	Quercus laurifolia	29.04006637	-81.32495088	1	17	17	82	Good					17	1/3 DBH	5.7	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTA MONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



REVISION DESCRIPTION

DATE

NO.

SPRING GARDEN
TOWNHOMES
DELAND, FL
610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023

JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB

SHEET NO.
C2.5

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TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
2604	Laurel oak	Quercus laurifolia	29.04013239	-81.32494483	1	20	20	68	Poor					20	1/3 DBH	6.7	
2605	Laurel oak	Quercus laurifolia	29.04012672	-81.32501679	1	24	24	82	Good					24	1/3 DBH	8.0	
2606	Laurel oak	Quercus laurifolia	29.04013498	-81.32501056	1	12	12	82	Good					12	1/3 DBH	4.0	
2607	Black cherry	Prunus serotina	29.0400772	-81.32502289	1	9	9	96	Very Good					9	1/3 DBH	3.0	
2608	Laurel oak	Quercus laurifolia	29.04007171	-81.32501662	1	14	14	75	Fair					14	1/3 DBH	4.7	
2609	Laurel oak	Quercus laurifolia	29.04006894	-81.325026	1	14	14	89	Good					14	1/3 DBH	4.7	
2610	Laurel oak	Quercus laurifolia	29.0400662	-81.32502286	1	9	9	93	Good					9	1/3 DBH	3.0	
2611	Water oak	Quercus nigra	29.04000276	-81.3251009	1	19	19	75	Fair					19	1/3 DBH	6.3	
2612	Water oak	Quercus nigra	29.03999985	-81.32516348	2	14, 28	42	68	Poor					42	1/3 DBH	14.0	
2613	Water oak	Quercus nigra	29.04000535	-81.32516663	1	11	11	93	Good					11	1/3 DBH	3.7	
2614	Black cherry	Prunus serotina	29.04001085	-81.32516351	1	8	8	93	Good					8	1/3 DBH	2.7	
2615	Water oak	Quercus nigra	29.04006326	-81.32510109	1	9	9	93	Good					9	1/3 DBH	3.0	
2616	Laurel oak	Quercus laurifolia	29.04012655	-81.32508564	1	10	10	82	Good					10	1/3 DBH	3.3	
2617	Laurel oak	Quercus laurifolia	29.04012377	-81.32509815	1	12	12	86	Good					12	1/3 DBH	4.0	
2618	Black cherry	Prunus serotina	29.04014029	-81.32508881	1	11	11	89	Good					11	1/3 DBH	3.7	
2619	Laurel oak	Quercus laurifolia	29.04014576	-81.32510135	1	8	8	96	Very Good					8	1/3 DBH	2.7	
2620	Black cherry	Prunus serotina	29.04013734	-81.32517017	1	22	22	61	Poor					22	1/3 DBH	7.3	
2621	Black cherry	Prunus serotina	29.04012343	-81.32523897	1	14	14	93	Good					14	1/3 DBH	4.7	
2622	Black cherry	Prunus serotina	29.04012875	-81.3253141	1	12	12	68	Poor					12	1/3 DBH	4.0	
2623	Laurel oak	Quercus laurifolia	29.04013146	-81.32532975	1	9	9	96	Very Good					9	1/3 DBH	3.0	
2624	Laurel oak	Quercus laurifolia	29.04006275	-81.32531076	1	15	15	0	Dead					15	0	0	
2625	Laurel oak	Quercus laurifolia	29.04006549	-81.3253139	1	12	12	64	Poor					12	1/3 DBH	4.0	
2626	Laurel oak	Quercus laurifolia	29.04005176	-81.3253076	1	14	14	61	Poor					14	1/3 DBH	4.7	
2627	Water oak	Quercus nigra	29.04000497	-81.3253231	1	9	9	89	Good					9	1/3 DBH	3.0	
2628	Water oak	Quercus nigra	29.0399554	-81.32534798	1	19	19	82	Good					19	1/3 DBH	6.3	
2629	Water oak	Quercus nigra	29.03993349	-81.32531036	1	8	8	93	Good					8	1/3 DBH	2.7	
2630	Laurel oak	Quercus laurifolia	29.03991514	-81.32607389	2	15, 18	33	82	Good					33	1/3 DBH	11.0	
2631	Laurel oak	Quercus laurifolia	29.0399205	-81.32613337	1	18	18	68	Poor					18	1/3 DBH	6.0	
2632	Laurel oak	Quercus laurifolia	29.03989629	-81.3259111	1	11	11	93	Good					11	1/3 DBH	3.7	
2633	Laurel oak	Quercus laurifolia	29.03990453	-81.32591425	1	7	7	93	Good					7	1/3 DBH	2.3	
2634	Laurel oak	Quercus laurifolia	29.03994871	-81.32584242	1	18	18	68	Poor					18	1/3 DBH	6.0	
2635	Laurel oak	Quercus laurifolia	29.03994045	-81.32584552	1	14	14	82	Good					14	1/3 DBH	4.7	
2636	Live oak	Quercus virginiana	29.03999562	-81.32577684	1	12	12	89	Good			Specimen		12	1/2 DBH	6	
2637	Laurel oak	Quercus laurifolia	29.03989951	-81.32571708	1	14	14	61	Poor					14	1/3 DBH	4.7	
2638	Laurel oak	Quercus laurifolia	29.03995467	-81.32565154	1	12	12	82	Good					12	1/3 DBH	4.0	
2639	Laurel oak	Quercus laurifolia	29.03993001	-81.3256139	1	20	20	89	Good					20	1/3 DBH	6.7	
2640	Laurel oak	Quercus laurifolia	29.03992176	-81.32561388	1	17	17	79	Fair					17	1/3 DBH	5.7	
2641	Laurel oak	Quercus laurifolia	29.03993571	-81.32553256	2	9, 8	17	79	Fair					17	1/3 DBH	5.7	
2642	Laurel oak	Quercus laurifolia	29.03992196	-81.32552938	1	23	23	68	Poor					23	1, 2" DBH Tree	2.0	
2643	Laurel oak	Quercus laurifolia	29.03991658	-81.32547929	1	13	13	89	Good					13	1/3 DBH	4.3	
2644	Black cherry	Prunus serotina	29.03999912	-81.32546704	1	16	16	0	Dead					16	0	0	
2645	Laurel oak	Quercus laurifolia	29.04005981	-81.32538899	2	19, 24	43	86	Good					43	1/3 DBH	14	
2646	Laurel oak	Quercus laurifolia	29.03986785	-81.32516306	1	17	17	50	Very Poor					17	1/3 DBH	5.7	
2647	Laurel oak	Quercus laurifolia	29.03986254	-81.32508481	1	20	20	86	Good					20	1/3 DBH	6.7	
2648	Black cherry	Prunus serotina	29.03986804	-81.3250817	1	9	9	86	Good					9	1/3 DBH	3.0	
2649	Laurel oak	Quercus laurifolia	29.03986544	-81.32502223	1	19	19	68	Poor					19	1/3 DBH	6.3	
2650	Laurel oak	Quercus laurifolia	29.03993438	-81.32494421	1	13	13	79	Fair					13	1/3 DBH	4.3	
2651	Laurel oak	Quercus laurifolia	29.03999507	-81.32486616	3	9, 16, 12	37	82	Good					37	1/3 DBH	12.3	
2652	Laurel oak	Quercus laurifolia	29.0400145	-81.32479425	1	16	16	93	Good					16	1/3 DBH	5.3	
2653	Laurel oak	Quercus laurifolia	29.04000074	-81.32479733	1	12	12	75	Fair					12	1/3 DBH	4.0	
2654	Laurel oak	Quercus laurifolia	29.03999245	-81.32481295	1	25	25	68	Poor					25	1, 2" DBH Tree	2.0	
2655	Laurel oak	Quercus laurifolia	29.03994852	-81.32478465	1	16	16	82	Good					16	1/3 DBH	5.3	
2656	Laurel oak	Quercus laurifolia	29.03992926	-81.32478772	2	15, 16	31	75	Fair					31	1/3 DBH	10.3	
2658	Laurel oak	Quercus laurifolia	29.03988249	-81.32479383	1	13	13	93	Good					13	1/3 DBH	4.3	
2659	Laurel oak	Quercus laurifolia	29.03986051	-81.3247875	1	25	25	89	Good					24	1/3 DBH	8.0	
2660	Laurel oak	Quercus laurifolia	29.0398055	-81.32478733	1	21	21	93	Good					18	1/3 DBH	6.0	
2661	Laurel oak	Quercus laurifolia	29.03981653	-81.32477798	1	18	18	82	Good					18	1/3 DBH	6.0	
2662	Laurel oak	Quercus laurifolia	29.03980828	-81.32477795	1	8	8	89	Good					8	1/3 DBH	2.7	
2663	Laurel oak	Quercus laurifolia	29.03986842	-81.32492836	1	19	19	86	Good					19	1/3 DBH	6.3	
2664	Laurel oak	Quercus laurifolia	29.03986839	-81.32494087	1	17	17	93	Good					17	1/3 DBH	5.7	
2665	Laurel oak	Quercus laurifolia	29.03987388	-81.32494402	1	13	13	89	Good					13	1/3 DBH	4.3	
2666	Laurel oak	Quercus laurifolia	29.03987664	-81.3249409	1	8	8	0	Dead					8	0	0	
2667	Laurel oak	Quercus laurifolia	29.03985518	-81.32585151	1	13	13	93	Good					13	1/3 DBH	4.3	
2668	Laurel oak	Quercus laurifolia	29.03986344	-81.32584841	1	15	15	82	Good					15	1/3 DBH	5.0	
2669	Laurel oak	Quercus laurifolia	29.0398552	-81.32584212	1	14	14	93	Good					14	1/3 DBH	4.7	
2670	Laurel oak	Quercus laurifolia	29.03986347	-81.32583589	1	16	16	93	Good					16	1/3 DBH	5.3	
2671	Laurel oak	Quercus laurifolia	29.039858	-81.32582335	1	13	13	96	Very Good					13	1/3 DBH	4.3	
2672	Laurel oak	Quercus laurifolia	29.03984423	-81.32582957	1	16	16	61	Poor					16	1/3 DBH	5.3	
2673	Laurel oak	Quercus laurifolia	29.03979507	-81.32568859	1	36	36	75	Fair					36	1/3 DBH	12.0	
2674	Laurel oak	Quercus laurifolia	29.03979803	-81.3256041	1	21	21	89	Good					21	1/3 DBH	7.0	
2675	Laurel oak	Quercus laurifolia	29.03980352	-81.32560725	1	19	19	82	Good					19	1/3 DBH	6.3	
2676	Laurel oak	Quercus laurifolia	29.03985579	-81.32560115	1	17	17	54	Very Poor					17	1/3 DBH	5.7	
2677	Black cherry	Prunus serotina	29.03980093	-81.32554152	1	10	10	96	Very Good					10	1/3 DBH	3.3	
2678	Black cherry	Prunus serotina	29.03979287	-81.32546013	1	15	15	82	Good					15	1/3 DBH	5.0	
2679	Black cherry	Prunus serotina	29.03979015	-81.32545073	1	8	8	89	Good					8	1/3 DBH	2.7	
2680	Laurel oak	Quercus laurifolia	29.03982588	-81.32546023	1	8	8	79	Fair					8	1/3 DBH	2.7	
2681	Laurel oak	Quercus laurifolia	29.03980953	-81.32539446	1	24	24	79	Fair					24	1/3 DBH	8.0	
2682	Cabbage palmetto	Sabal palmetto	29.03979033	-81.32537563	1	12	12	96	Very Good					12	1/3 DBH	4.0	
2683	Laurel oak	Quercus laurifolia	29.03973549	-81.32530661	1	18	18	75	Fair					18	1/3 DBH	6.0	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTAMONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



NO. DATE REVISION DESCRIPTION

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SPRING GARDEN
TOWNHOMES
DELAND, FL
610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023
JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB
SHEET NO.
C2.6

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TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
2684	Laurel oak	Quercus laurifolia	29.03973276	-81.32530034	1	22	22	79	Fair					22	1/3 DBH	7.3	
2685	Cabbage palmetto	Sabal palmetto	29.03966144	-81.32522188	1	11	11	96	Very Good					10	1/3 DBH	3.3	
2686	Laurel oak	Quercus laurifolia	29.03967535	-81.32515933	1	20	20	89	Good					22	1/3 DBH	7.3	
2687	Laurel oak	Quercus laurifolia	29.03967262	-81.32514993	1	27	27	82	Good					27	1/3 DBH	9.0	
2688	Laurel oak	Quercus laurifolia	29.0396728	-81.32507483	1	13	13	86	Good					13	1/3 DBH	4.3	
2689	Laurel oak	Quercus laurifolia	29.03979653	-81.3250846	1	22	22	79	Fair					22	1/3 DBH	7.3	
2690	Laurel oak	Quercus laurifolia	29.03981322	-81.32500955	1	20	20	82	Good					20	1/3 DBH	6.7	
2691	Laurel oak	Quercus laurifolia	29.03980513	-81.3249438	1	12	12	93	Good					12	1/3 DBH	4.0	
2692	Laurel oak	Quercus laurifolia	29.03980792	-81.32492504	1	12	12	68	Poor					12	1/3 DBH	4.0	
2693	Laurel oak	Quercus laurifolia	29.03968176	-81.32478069	1	23	23	89	Good					23	1/3 DBH	7.7	
2694	Laurel oak	Quercus laurifolia	29.03961579	-81.32476796	1	20	20	82	Good					20	1/3 DBH	6.7	
2695	Laurel oak	Quercus laurifolia	29.03960753	-81.32477106	1	10	10	82	Good					10	1/3 DBH	3.3	
2696	Laurel oak	Quercus laurifolia	29.03960479	-81.32476793	1	8	8	82	Good					8	1/3 DBH	2.7	
2697	Laurel oak	Quercus laurifolia	29.03966782	-81.32485888	1	18	18	89	Good					18	1/3 DBH	6.0	
2698	Laurel oak	Quercus laurifolia	29.0397364	-81.32493107	1	19	19	82	Good					19	1/3 DBH	6.3	
2699	Laurel oak	Quercus laurifolia	29.03974464	-81.32493736	1	18	18	79	Fair					18	1/3 DBH	6.0	
2700	Laurel oak	Quercus laurifolia	29.03974174	-81.32499681	1	10	10	93	Good					10	1/3 DBH	3.3	
2701	Laurel oak	Quercus laurifolia	29.03961559	-81.32485246	1	18	18	82	Good					18	1/3 DBH	6.0	
2702	Laurel oak	Quercus laurifolia	29.03961542	-81.3249213	1	15	15	79	Fair					15	1/3 DBH	5.0	
2703	Laurel oak	Quercus laurifolia	29.0396154	-81.32492756	1	11	11	79	Fair					11	1/3 DBH	3.7	
2704	Laurel oak	Quercus laurifolia	29.03960697	-81.32500264	1	15	15	79	Fair					15	1/3 DBH	5.0	
2705	Laurel oak	Quercus laurifolia	29.03958754	-81.32507769	1	7	7	93	Good					7	1/3 DBH	2.3	
2706	Laurel oak	Quercus laurifolia	29.03959284	-81.32515907	1	15	15	86	Good					15	1/3 DBH	5.0	
2707	Laurel oak	Quercus laurifolia	29.03960352	-81.32529367	1	26	26	89	Good					26	1/3 DBH	8.7	
2708	Laurel oak	Quercus laurifolia	29.03966656	-81.3253815	1	25	25	79	Fair					25	1/3 DBH	8.3	
2709	Laurel oak	Quercus laurifolia	29.03973221	-81.32552566	1	18	18	86	Good					18	1/3 DBH	6.0	
2710	Laurel oak	Quercus laurifolia	29.0397483	-81.3256947	1	11	11	93	Good					11	1/3 DBH	3.7	
2711	Laurel oak	Quercus laurifolia	29.03989928	-81.32581097	1	8	8	89	Good					8	1/3 DBH	2.7	
2712	Black cherry	Prunus serotina	29.03978627	-81.32591701	1	7	7	93	Good					7	1/3 DBH	2.3	
2713	Laurel oak	Quercus laurifolia	29.03978629	-81.32590762	1	12	12	75	Fair					12	1/3 DBH	4.0	
2714	Laurel oak	Quercus laurifolia	29.03978903	-81.32591076	1	11	11	75	Fair					11	1/3 DBH	3.7	
2715	Laurel oak	Quercus laurifolia	29.03978353	-81.32591075	1	14	14	71	Fair					14	1/3 DBH	4.7	
2716	Laurel oak	Quercus laurifolia	29.03972581	-81.32589805	1	25	25	86	Good					25	1/3 DBH	8.3	
2717	Laurel oak	Quercus laurifolia	29.03975342	-81.32585119	1	10	10	93	Good					10	1/3 DBH	3.3	
2718	Laurel oak	Quercus laurifolia	29.03969031	-81.32579466	1	13	13	86	Good					13	1/3 DBH	4.3	
2719	Laurel oak	Quercus laurifolia	29.03965723	-81.32582585	1	24	24	86	Good					24	1/3 DBH	8.0	
2720	Cabbage palmetto	Sabal palmetto	29.03965719	-81.3258415	1	13	13	96	Very Good					13	1/3 DBH	4.3	
2721	Black cherry	Prunus serotina	29.03965978	-81.32590723	1	11	11	86	Good					11	1/3 DBH	3.7	
2722	Laurel oak	Quercus laurifolia	29.03966235	-81.32598234	2	15, 10	25	79	Fair					25	1/3 DBH	8.3	
2723	Laurel oak	Quercus laurifolia	29.03951933	-81.32598815	4	17, 15, 18, 15	65	57	Very Poor					65	1/3 DBH	21.7	
2724	Black cherry	Prunus serotina	29.03925541	-81.32594977	1	16	16	96	Very Good					16	1/3 DBH	5.3	
2725	Laurel oak	Quercus laurifolia	29.03925805	-81.32599359	1	17	17	89	Good					17	1/3 DBH	5.7	
2726	Laurel oak	Quercus laurifolia	29.03929649	-81.32601875	1	30	30	79	Fair					30	1/3 DBH	10.0	
2727	Laurel oak	Quercus laurifolia	29.03938991	-81.32605659	1	17	17	86	Good					17	1/3 DBH	5.7	
2728	Laurel oak	Quercus laurifolia	29.03939541	-81.32605661	1	16	16	89	Good								16
2729	Laurel oak	Quercus laurifolia	29.03939267	-81.32605034	1	17	17	89	Good					17	1/3 DBH	5.7	
2730	Laurel oak	Quercus laurifolia	29.03946415	-81.32605996	1	20	20	89	Good					20	1/3 DBH	6.7	
2731	Laurel oak	Quercus laurifolia	29.03946143	-81.32605056	1	11	11	96	Very Good					11	1/3 DBH	3.7	
2732	Laurel oak	Quercus laurifolia	29.03946693	-81.32604745	1	15	15	86	Good					15	1/3 DBH	5.0	
2733	Laurel oak	Quercus laurifolia	29.03977218	-81.32605467	2	17, 7	24	82	Good					24	1/3 DBH	8.0	
2734	Laurel oak	Quercus laurifolia	29.03978319	-81.32605157	1	10	10	0	Dead					10	0	0	
2735	Laurel oak	Quercus laurifolia	29.03978589	-81.32607036	1	18	18	86	Good					18	1/3 DBH	6.0	
2736	Laurel oak	Quercus laurifolia	29.03977477	-81.32612039	1	16	16	96	Very Good					16	1/3 DBH	5.3	
2737	Laurel oak	Quercus laurifolia	29.03978848	-81.32613608	1	10	10	82	Good								10
2738	Laurel oak	Quercus laurifolia	29.03977732	-81.32620177	1	19	19	64	Poor					19	1/3 DBH	6.3	
2739	Laurel oak	Quercus laurifolia	29.03971406	-81.3262047	1	20	20	82	Good								20
2740	Laurel oak	Quercus laurifolia	29.03972248	-81.32613588	1	14	14	46	Very Poor					14	1/3 DBH	4.7	
2741	Black cherry	Prunus serotina	29.03971147	-81.32613897	1	14	14	0	Dead					14	0	0	
2742	Laurel oak	Quercus laurifolia	29.03971977	-81.32612022	1	8	8	0	Dead					8	0	0	
2743	Laurel oak	Quercus laurifolia	29.03971151	-81.32612332	1	10	10	89	Good								10
2744	Laurel oak	Quercus laurifolia	29.03971425	-81.32612646	1	8	8	96	Very Good								8
2745	Laurel oak	Quercus laurifolia	29.03977985	-81.32629253	1	21	21	86	Good								21
2746	Laurel oak	Quercus laurifolia	29.03977713	-81.32628	1	19	19	86	Good								19
2747	Laurel oak	Quercus laurifolia	29.03971641	-81.32637057	1	28	28	82	Good								28
2748	Laurel oak	Quercus laurifolia	29.03978504	-81.32642398	1	22	22	86	Good								22
2749	Laurel oak	Quercus laurifolia	29.03971079	-81.32642062	1	12	12	96	Very Good								12
2750	Laurel oak	Quercus laurifolia	29.03970528	-81.32642373	1	18	18	93	Good								18
2753	Laurel oak	Quercus laurifolia	29.03958444	-81.3263545	1	28	28	68	Poor					28	1, 2" DBH Tree	2.0	
2754	Laurel oak	Quercus laurifolia	29.03957617	-81.32636387	1	12	12	96	Very Good								12
2755	Laurel oak	Quercus laurifolia	29.03951846	-81.32634804	1	10	10	89	Good								10
2756	Laurel oak	Quercus laurifolia	29.03950746	-81.32634487	1	24	24	89	Good								24
2757	Laurel oak	Quercus laurifolia	29.03950468	-81.32635738	1	14	14	0	Dead					14	0	0	
2758	Laurel oak	Quercus laurifolia	29.03951589	-81.32627292	1	13	13	0	Dead					13	0	0	
2759	Laurel oak	Quercus laurifolia	29.03945795	-81.32634785	1	16	16	93	Good								16
2760	Laurel oak	Quercus laurifolia	29.03944696	-81.32634468	1	14	14	96	Very Good								14
2761	Laurel oak	Quercus laurifolia	29.03944681	-81.32640727	2	14, 14	28	71	Fair								28
2763	*Camphor	Camphora officinarum	29.03938628	-81.32641647	1	10	10	82	Good					0	0		

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTA MONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



REVISION DESCRIPTION

NO. DATE

SPRING GARDEN
TOWNHOMES
DELAND, FL
610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023
JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB
SHEET NO.
C2.7

TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
2766	Laurel oak	Quercus laurifolia	29.0393038	-81.32640682	2	11, 11	22	0	Dead					22	0	0	
2767	Laurel oak	Quercus laurifolia	29.0393232	-81.32634429	1	12	12	89	Good								12
2768	Laurel oak	Quercus laurifolia	29.03932046	-81.32634116	1	13	13	89	Good								13
2769	Laurel oak	Quercus laurifolia	29.03931785	-81.32628482	1	21	21	79	Fair								21
2770	Laurel oak	Quercus laurifolia	29.03930411	-81.32627852	1	17	17	82	Good								17
2771	Laurel oak	Quercus laurifolia	29.03931516	-81.32625977	1	19	19	93	Good								19
2772	Laurel oak	Quercus laurifolia	29.03932631	-81.32619722	1	16	16	93	Good								16
2773	Laurel oak	Quercus laurifolia	29.03932357	-81.32619408	3	4, 4, 4	12	75	Fair					12	1/3 DBH	4.0	
2774	Laurel oak	Quercus laurifolia	29.03938112	-81.32627563	1	9	9	86	Good								9
2775	Laurel oak	Quercus laurifolia	29.03938937	-81.32627878	1	9	9	86	Good								9
2776	Laurel oak	Quercus laurifolia	29.03938116	-81.32625998	1	15	15	86	Good								15
2777	Laurel oak	Quercus laurifolia	29.03944438	-81.32627583	1	9	9	96	Very Good								9
2778	Laurel oak	Quercus laurifolia	29.0394554	-81.32626647	1	12	12	96	Very Good					12	1/3 DBH	4.0	
2779	Laurel oak	Quercus laurifolia	29.03944731	-81.32620073	1	15	15	89	Good								15
2780	Laurel oak	Quercus laurifolia	29.03951056	-81.32620406	1	15	15	86	Good								15
2781	Laurel oak	Quercus laurifolia	29.03951884	-81.32619157	1	16	16	93	Good								16
2782	Laurel oak	Quercus laurifolia	29.03957929	-81.32621053	1	11	11	89	Good								11
2783	Laurel oak	Quercus laurifolia	29.03958755	-81.32620743	1	13	13	96	Very Good					13	1/3 DBH	4.3	
2784	Laurel oak	Quercus laurifolia	29.03958189	-81.32627313	1	10	10	68	Poor					10	1/3 DBH	3.3	
2785	Laurel oak	Quercus laurifolia	29.03959011	-81.32628567	1	16	16	93	Good					16	1/3 DBH	5.3	
2786	Laurel oak	Quercus laurifolia	29.03957912	-81.32628251	1	16	16	96	Very Good								16
2787	Laurel oak	Quercus laurifolia	29.03964511	-81.32628585	2	22, 14	36	86	Good								36
2788	Laurel oak	Quercus laurifolia	29.03965356	-81.32620451	1	11	11	96	Very Good								11
2789	Laurel oak	Quercus laurifolia	29.03965079	-81.32621389	1	11	11	0	Dead					11	0	0	
2790	Laurel oak	Quercus laurifolia	29.03964533	-81.32619822	1	12	12	93	Good								12
2791	Laurel oak	Quercus laurifolia	29.03965374	-81.32613253	1	16	16	86	Good					16	1/3 DBH	5.3	
2792	Laurel oak	Quercus laurifolia	29.03965652	-81.32611689	1	12	12	96	Very Good					12	1/3 DBH	4.0	
2793	Laurel oak	Quercus laurifolia	29.03959876	-81.32611984	1	13	13	82	Good								13
2794	Laurel oak	Quercus laurifolia	29.03958226	-81.32612292	1	17	17	89	Good								17
2795	Black cherry	Prunus serotina	29.03958498	-81.32613231	1	9	9	0	Dead					9	0	0	
2796	Laurel oak	Quercus laurifolia	29.03951075	-81.32612269	1	9	9	64	Poor					9	1/3 DBH	3.0	
2797	Laurel oak	Quercus laurifolia	29.03951351	-81.32611957	1	16	16	89	Good								16
2798	Laurel oak	Quercus laurifolia	29.03945577	-81.32611626	1	12	12	82	Good					12	1/3 DBH	4.0	
2799	Laurel oak	Quercus laurifolia	29.03938976	-81.32611605	1	9	9	93	Good								9
2800	Black cherry	Prunus serotina	29.0393815	-81.32612229	2	12, 7	19	0	Dead					19	0	0	
2801	Laurel oak	Quercus laurifolia	29.03938147	-81.32613167	1	13	0	82	Good								13
2802	Laurel oak	Quercus laurifolia	29.03938957	-81.32619429	1	16	16	96	Very Good					16	1/3 DBH	5.3	
2803	Laurel oak	Quercus laurifolia	29.03932927	-81.32611273	1	13	13	86	Good								13
2804	Laurel oak	Quercus laurifolia	29.03925227	-81.32610936	1	15	15	89	Good								15
2805	Laurel oak	Quercus laurifolia	29.03925226	-81.32611562	1	19	19	82	Good								19
2806	Laurel oak	Quercus laurifolia	29.03919456	-81.32609353	1	16	16	61	Poor					16	1/3 DBH	5.3	
2807	Laurel oak	Quercus laurifolia	29.03953329	-81.32590057	1	38	38	71	Fair					38	1/3 DBH	12.7	
2808	Laurel oak	Quercus laurifolia	29.03947008	-81.32588472	1	13	13	82	Good					13	1/3 DBH	4.3	
2809	Laurel oak	Quercus laurifolia	29.03945909	-81.32588156	1	8	8	82	Good					8	1/3 DBH	2.7	
2810	Laurel oak	Quercus laurifolia	29.03945633	-81.32588468	1	11	11	86	Good					11	1/3 DBH	3.7	
2811	Black cherry	Prunus serotina	29.03945079	-81.32590031	1	12	12	89	Good					12	1/3 DBH	4.0	
2812	Laurel oak	Quercus laurifolia	29.03952281	-81.32568773	1	41	41	79	Fair					41	1/3 DBH	13.7	
2813	Laurel oak	Quercus laurifolia	29.03947065	-81.32565002	1	21	21	89	Good					21	1/3 DBH	7.0	
2814	Laurel oak	Quercus laurifolia	29.03966893	-81.32553798	1	18	18	68	Poor					18	1/3 DBH	6.0	
2815	Laurel oak	Quercus laurifolia	29.03959765	-81.325447	1	31	31	79	Fair					31	1/3 DBH	10	
2816	Laurel oak	Quercus laurifolia	29.03955361	-81.32545938	2	12, 17	29	75	Fair					29	1/3 DBH	9.7	
2817	Laurel oak	Quercus laurifolia	29.03946291	-81.32544032	2	22, 26	48	57	Very Poor					48	2, 2"DBH Tree	4.0	
2818	Live oak	Quercus virginiana	29.03940776	-81.3254996	1	14	14	93	Good			Specimen		14	1/2 DBH	6.0	
2819	Laurel oak	Quercus laurifolia	29.03940249	-81.3254057	1	12	12	93	Good					12	1/3 DBH	4.0	
2820	Live oak	Quercus virginiana	29.03936671	-81.32541498	1	9	9	96	Very Good					9	1/3 DBH	3.0	
2821	Laurel oak	Quercus laurifolia	29.0393612	-81.32541809	2	8, 6	14	82	Good					14	1/3 DBH	4.7	
2822	Live oak	Quercus virginiana	29.03936926	-81.32549948	1	9	9	96	Very Good					9	1/3 DBH	3.0	
2823	Live oak	Quercus virginiana	29.03937201	-81.32549949	1	10	10	96	Very Good			Specimen		10	1/2 DBH	5.0	
2824	Laurel oak	Quercus laurifolia	29.03940275	-81.32529617	4	10, 10, 25, 26	71	64	Poor					71	1/3 DBH + 1, 2"DBH Tree	10.7	
2825	Laurel oak	Quercus laurifolia	29.03952906	-81.32537794	1	15	15	75	Fair					15	1/3 DBH	5.0	
2826	Laurel oak	Quercus laurifolia	29.03954301	-81.32529661	1	11	11	68	Poor					11	1/3 DBH	3.7	
2827	Laurel oak	Quercus laurifolia	29.039543	-81.32529974	1	34	34	61	Poor					34	1, 2"DBH Tree	2.0	
2828	Black cherry	Prunus serotina	29.03940846	-81.3252117	2	8, 12	20	86	Good					20	1/3 DBH	6.7	
2829	Laurel oak	Quercus laurifolia	29.0394141	-81.32515225	1	7	7	96	Very Good					7	1/3 DBH	2.3	
2830	Laurel oak	Quercus laurifolia	29.03941412	-81.32514287	1	17	17	82	Good					17	1/3 DBH	5.7	
2831	Laurel oak	Quercus laurifolia	29.03946656	-81.32506792	2	12	24	68	Poor					24	1/3 DBH	8.0	
2832	Black cherry	Prunus serotina	29.03947757	-81.3250617	1	13	13	89	Good					13	1/3 DBH	4.3	
2833	Water oak	Quercus nigra	29.03953548	-81.32499616	1	26	26	68	Poor					26	1/3 DBH	8.7	
2834	Water oak	Quercus nigra	29.0395439	-81.32492734	1	14	14	86	Good					14	1/3 DBH	4.7	
2835	Water oak	Quercus nigra	29.03954392	-81.32492108	1	22	22	93	Good					22	1/3 DBH	7.3	
2836	Laurel oak	Quercus laurifolia	29.03954703	-81.32477088	1	38	38	68	Poor					38	1, 2" DBH Tree	2.0	
2837	Laurel oak	Quercus laurifolia	29.03955527	-81.32477403	1	12	12	82	Good					12	1/3 DBH	4.0	
2838	Black cherry	Prunus serotina	29.03949202	-81.32477383	1	11	11	0	Dead					11	0	0	
2839	Laurel oak	Quercus laurifolia	29.03944525	-81.32477994	1	20	20	86	Good					20	1/3 DBH	6.7	
2840	Laurel oak	Quercus laurifolia	29.03947537	-81.32483637	2	13, 13	26	68	Poor					20	1/3 DBH	6.7	
2841	Laurel oak	Quercus laurifolia	29.03942033	-81.32485184	1	9	9	93	Good					9	1/3 DBH	3.0	
2842	Laurel oak	Quercus laurifolia	29.0394176	-81.32484245	1	18	18	82	Good					18	1/3 DBH	6.0	
2843	Laurel oak	Quercus laurifolia	29.03934631	-81.3247546	1	22	22	64	Poor					22	1/3 DBH	7.3	
2844	Laurel oak	Quercus laurifolia	29.03929404	-81.32476069	1	24	24	64	Poor					24	1, 2" DBH Tree	2.0	

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DATED: 10/10/2022

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CONDITIONS PRIOR TO BID AND CONSTRUCTION.



CESO
WWW.CESOINC.COM

REVISION DESCRIPTION

NO. DATE

SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023

JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB

SHEET NO.
C2.8

W:\PROJECTS\DDCM\761391 - DELAND FL N SPRING GARDEN AVE - FORD TH03-CIVIL\PLAN\PD PLAN\PLOT SHEETS\761391 - C2.1-2.3 - TREE SURVEY.DWG - 7/31/2023 8:51 AM
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TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
2845	* Camphor	<i>Camphora officinarum</i>	29.0392885 2	-81.32477007	1	12	12	50	Very Poor					0	0	0	
2846	Laurel oak	<i>Quercus laurifolia</i>	29.0392801 1	-81.32483576	1	16	16	89	Good					16	1/3 DBH	5.3	
2847	Laurel oak	<i>Quercus laurifolia</i>	29.03928009	-81.32484515	1	12	12	89	Good					12	1/3 DBH	4.0	
2848	Laurel oak	<i>Quercus laurifolia</i>	29.03934318	-81.32491106	3	12, 18, 20	50	68	Poor					50	1/3 DBH + 1, 2" DBH Tree	12.0	
2849	Laurel oak	<i>Quercus laurifolia</i>	29.03935399	-81.32498933	1	14	14	89	Good					14	1/3 DBH	4.7	
2850	Laurel oak	<i>Quercus laurifolia</i>	29.03934537	-81.32514265	1	13	13	54	Very Poor					13	1/3 DBH	4.3	
2851	Laurel oak	<i>Quercus laurifolia</i>	29.03935606	-81.32527099	1	13	13	93	Good					13	1/3 DBH	4.3	
2852	Laurel oak	<i>Quercus laurifolia</i>	29.03934226	-81.32529285	1	18	18	68	Poor					18	1/3 DBH	6.0	
2853	Laurel oak	<i>Quercus laurifolia</i>	29.03931741	-81.32533346	1	12	12	82	Good					12	1/3 DBH	4.0	
2854	Cabbage palmetto	<i>Sabal palmetto</i>	29.03932538	-81.32544927	1	13	13	96	Very Good					13	1/3 DBH	4.3	
2855	Laurel oak	<i>Quercus laurifolia</i>	29.0392565 3	-81.32548661	1	9	9	68	Poor					9	1/3 DBH	3.0	
2856	Laurel oak	<i>Quercus laurifolia</i>	29.0391823 2	-81.32547073	1	7	7	82	Good					7	1/3 DBH	2.3	
2857	Laurel oak	<i>Quercus laurifolia</i>	29.03921507	-81.32557411	1	9	9	79	Fair					9	1/3 DBH	3.0	
2858	Laurel oak	<i>Quercus laurifolia</i>	29.0392454	-81.32553978	1	8	8	86	Good					8	1/3 DBH	2.7	
2859	Cabbage palmetto	<i>Sabal palmetto</i>	29.0392781 3	-81.32565254	1	16	16	96	Very Good					16	1/3 DBH	5.3	
2860	Laurel oak	<i>Quercus laurifolia</i>	29.0392807 6	-81.32570262	1	18	18	82	Good					18	1/3 DBH	6.0	
2861	Laurel oak	<i>Quercus laurifolia</i>	29.03927797	-81.32571826	1	15	15	89	Good					15	1/3 DBH	5.0	
2862	Laurel oak	<i>Quercus laurifolia</i>	29.0391652 6	-81.32569913	2	7, 6	13	86	Good					13	1/3 DBH	4.3	
2863	Laurel oak	<i>Quercus laurifolia</i>	29.0391349 3	-81.32573346	1	16	16	82	Good					16	1/3 DBH	5.3	
2864	Laurel oak	<i>Quercus laurifolia</i>	29.0391321 8	-81.32573345	1	21	21	82	Good					21	1/3 DBH	7.0	
2865	Laurel oak	<i>Quercus laurifolia</i>	29.0391211 6	-81.32573967	1	28	28	82	Good					28	1/3 DBH	9.3	
2866	Black cherry	<i>Prunus serotina</i>	29.0391268 4	-81.32566458	1	9	9	96	Very Good					9	1/3 DBH	3.0	
2867	Laurel oak	<i>Quercus laurifolia</i>	29.0391372 5	-81.32590871	1	9	9	96	Very Good					9	1/3 DBH	3.0	
2868	Black cherry	<i>Prunus serotina</i>	29.0391481 1	-81.32596821	1	9	9	75	Fair					9	1/3 DBH	3.0	
2869	Laurel oak	<i>Quercus laurifolia</i>	29.0391228 6	-81.32617467	1	21	21	89	Good								21
2870	Laurel oak	<i>Quercus laurifolia</i>	29.0391309 2	-81.32625293	1	17	17	75	Fair								17
2871	Laurel oak	<i>Quercus laurifolia</i>	29.0391833 4	-81.32618425	1	22	22	86	Good								22
2872	Laurel oak	<i>Quercus laurifolia</i>	29.0391941 5	-81.32626252	1	24	24	89	Good								24
2873	Laurel oak	<i>Quercus laurifolia</i>	29.0391886 2	-81.32627502	1	12	12	96	Very Good								12
2874	Laurel oak	<i>Quercus laurifolia</i>	29.0391774 7	-81.32633445	1	18	18	89	Good								18
2875	Laurel oak	<i>Quercus laurifolia</i>	29.0391802 4	-81.3263282	1	16	16	86	Good								16
2876	Laurel oak	<i>Quercus laurifolia</i>	29.0391829 4	-81.32634698	1	12	12	89	Good								12
2877	Laurel oak	<i>Quercus laurifolia</i>	29.0391745 5	-81.32640329	1	23	23	93	Good								23
2878	Laurel oak	<i>Quercus laurifolia</i>	29.0392462 2	-81.32633466	1	13	13	61	Poor					13	1/3 DBH	4.3	
2880	Laurel oak	<i>Quercus laurifolia</i>	29.0389995 9	-81.32597087	1	17	17	75	Fair					17	1/3 DBH	5.7	
2881	Laurel oak	<i>Quercus laurifolia</i>	29.0389940 9	-81.32597085	1	19	19	82	Good					19	1/3 DBH	6.3	
2882	Black cherry	<i>Prunus serotina</i>	29.0389968 8	-81.32595522	1	10	10	0	Dead					10	0	0	
2883	Laurel oak	<i>Quercus laurifolia</i>	29.0389886 6	-81.32594267	1	10	10	86	Good					10	1/3 DBH	3.3	
2884	Laurel oak	<i>Quercus laurifolia</i>	29.0389969 4	-81.32593018	1	12	12	89	Good					12	1/3 DBH	4.0	
2885	Laurel oak	<i>Quercus laurifolia</i>	29.0390188 9	-81.32595215	1	9	9	89	Good					9	1/3 DBH	3.0	
2886	Cherry laurel	<i>Prunus laurocerasus</i>	29.0389115	-81.32600815	1	9	9	93	Good					9	1/3 DBH	3.0	
2887	Laurel oak	<i>Quercus laurifolia</i>	29.0389035 8	-81.32587356	1	15	15	96	Very Good					15	1/3 DBH	5.0	
2888	Laurel oak	<i>Quercus laurifolia</i>	29.0389919 2	-81.32573301	1	9	9	82	Good					9	1/3 DBH	3.0	
2889	Black cherry	<i>Prunus serotina</i>	29.0390001 7	-81.32573303	1	14	14	86	Good					14	1/3 DBH	4.7	
2890	Laurel oak	<i>Quercus laurifolia</i>	29.0389343 4	-81.32566398	1	9	9	89	Good					9	1/3 DBH	3.0	
2891	Laurel oak	<i>Quercus laurifolia</i>	29.0389315 9	-81.32566084	1	19	19	89	Good					19	1/3 DBH	6.3	
2892	Laurel oak	<i>Quercus laurifolia</i>	29.0389316 2	-81.32565145	1	17	17	79	Fair					17	1/3 DBH	5.7	
2893	Laurel oak	<i>Quercus laurifolia</i>	29.0389371 2	-81.32565147	1	11	11	89	Good					11	1/3 DBH	3.7	
2894	Laurel oak	<i>Quercus laurifolia</i>	29.0389400 3	-81.32558576	1	12	12	79	Fair					12	1/3 DBH	4.0	
2895	Laurel oak	<i>Quercus laurifolia</i>	29.0389400 5	-81.32557637	1	15	15	86	Good					15	1/3 DBH	5.0	
2896	Laurel oak	<i>Quercus laurifolia</i>	29.0389318 1	-81.32557322	3	12, 15, 8	35	79	Fair					35	1/3 DBH	11.7	
2897	Laurel oak	<i>Quercus laurifolia</i>	29.0389402 3	-81.32550127	1	17	17	82	Good					17	1/3 DBH	5.7	
2898	Black cherry	<i>Prunus serotina</i>	29.0389347 2	-81.32550751	1	12	12	93	Good					12	1/3 DBH	4.0	
2899	Laurel oak	<i>Quercus laurifolia</i>	29.0388687 5	-81.32549165	1	27	27	82	Good					27	1/3 DBH	9.0	
2900	Laurel oak	<i>Quercus laurifolia</i>	29.0388742 2	-81.32550419	2	12, 14	26	75	Fair					26	1/3 DBH	8.7	
2901	Laurel oak	<i>Quercus laurifolia</i>	29.0389488 3	-81.32535734	1	17	17	82	Good					17	1/3 DBH	5.7	
2902	Laurel oak	<i>Quercus laurifolia</i>	29.0390010 9	-81.32535437	1	19	19	75	Fair					19	1/3 DBH	6.3	
2903	Laurel oak	<i>Quercus laurifolia</i>	29.0390065 7	-81.32536065	1	13	13	75	Fair					13	1/3 DBH	4.3	
2904	Laurel oak	<i>Quercus laurifolia</i>	29.0390205 1	-81.32528246	1	15	15	89	Good					15	1/3 DBH	5.0	
2905	Laurel oak	<i>Quercus laurifolia</i>	29.0390122 9	-81.32527304	2	16, 14	30	79	Fair					30	1/3 DBH	10.0	
2906	Laurel oak	<i>Quercus laurifolia</i>	29.0390590 2	-81.32527945	1	18	18	82	Good					18	1/3 DBH	6.0	
2907	Laurel oak	<i>Quercus laurifolia</i>	29.0390152 1	-81.32520107	1	31	31	68	Poor					31	1, 2" DBH Tree	2.0	
2908	Laurel oak	<i>Quercus laurifolia</i>	29.0390069 6	-81.32520105	1	9	9	93	Good					9	1/3 DBH	3.0	
2909	Laurel oak	<i>Quercus laurifolia</i>	29.0389904 3	-81.32521351	1	11	11	89	Good					11	1/3 DBH	3.7	
2910	Laurel oak	<i>Quercus laurifolia</i>	29.0390098 6	-81.32513847	1	18	18	82	Good					18	1/3 DBH	6.0	
2911	Laurel oak	<i>Quercus laurifolia</i>	29.0389548 9	-81.32512578	1	10	10	68	Poor					10	1/3 DBH	3.3	
2912	Laurel oak	<i>Quercus laurifolia</i>	29.0389494	-81.32512263	1	15	15	96	Very Good					15	1/3 DBH	5.0	
2913	Laurel oak	<i>Quercus laurifolia</i>	29.0389356 4	-81.32512572	1	19	19	57	Very Poor					19	1/3 DBH	6.3	
2914	Laurel oak	<i>Quercus laurifolia</i>	29.0389273 7	-81.32513508	1	20	20	57	Very Poor					20	1, 2" DBH Tree	2.0	
2915	Laurel oak	<i>Quercus laurifolia</i>	29.0389139 1	-81.32501299	1	17	17	82	Good					17	1/3 DBH	5.7	
2916	Laurel oak	<i>Quercus laurifolia</i>	29.0389058	-81.32495663	1	21	21	79	Fair					21	1/3 DBH	7.0	
2917	Black cherry	<i>Prunus serotina</i>	29.0388949	-81.32491279	1	9	9	0	Dead					9	0	0	
2918	Laurel oak	<i>Quercus laurifolia</i>	29.0388841 3	-81.32481887	3	38, 21, 12	71	71	Fair					70	1/3 DBH	23.3	
2937	Laurel oak	<i>Quercus laurifolia</i>	29.0390130 3	-81.32609922	1	12	12	93	Good					12	1/3 DBH	4.0	
2938	Laurel oak	<i>Quercus laurifolia</i>	29.0390542 5	-81.3261115	1	23	23	86	Good								23
2939	Black cherry	<i>Prunus serotina</i>	29.0390570 1	-81.32611188	1	14	14	0	Dead					14	0	0	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTA MONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYS. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



NO. DATE REVISION DESCRIPTION

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SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:	NOT FOR CONSTRUCTION
DATE:	02/15/2023
JOB NO.:	761391
DESIGN:	TH
DRAWN:	TH
CHECKED:	EAB
SHEET NO.	C2.9

TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
2940	Laurel oak	Quercus laurifolia	29.03908451	-81.32610883	1	11	11	79	Fair								11
2941	Laurel oak	Quercus laurifolia	29.03904857	-81.32619009	1	17	17	79	Fair								17
2942	Laurel oak	Quercus laurifolia	29.03905094	-81.32634344	1	16	16	93	Good								16
2943	Laurel oak	Quercus laurifolia	29.03906194	-81.32634347	1	14	14	86	Good								14
2944	Laurel oak	Quercus laurifolia	29.03904824	-81.32632465	1	14	14	89	Good								14
2945	Laurel oak	Quercus laurifolia	29.03904529	-81.32640601	1	33	33	86	Good								33
2946	Laurel oak	Quercus laurifolia	29.03898757	-81.32639331	1	7	7	0	Dead					7	0	0	
2947	Laurel oak	Quercus laurifolia	29.03899033	-81.32639019	1	8	8	93	Good								8
2948	Laurel oak	Quercus laurifolia	29.03897931	-81.32639641	1	13	13	96	Very Good								13
2955	Black cherry	Prunus serotina	29.03891896	-81.32633363	1	17	17	86	Good								17
2956	Laurel oak	Quercus laurifolia	29.03892191	-81.32625228	1	20	20	89	Good								20
2957	Black cherry	Prunus serotina	29.03891915	-81.3262554	1	18	18	89	Good								18
2958	Black cherry	Prunus serotina	29.03886141	-81.32624896	1	12	12	0	Dead					12	0	0	
2959	Laurel oak	Quercus laurifolia	29.03886157	-81.32618324	1	12	12	79	Fair								12
2960	Laurel oak	Quercus laurifolia	29.03886707	-81.32618326	1	23	23	93	Good								23
2961	Laurel oak	Quercus laurifolia	29.03892755	-81.32619284	1	12	12	89	Good								12
2962	Laurel oak	Quercus laurifolia	29.03899359	-81.3261774	1	17	17	82	Good								17
2963	Laurel oak	Quercus laurifolia	29.0389881	-81.32617425	1	14	14	89	Good								14
2964	Laurel oak	Quercus laurifolia	29.03876849	-81.32601083	1	9	9	79	Fair					9	1/3 DBH	3.0	
2965	Laurel oak	Quercus laurifolia	29.03877125	-81.32600458	1	19	19	68	Poor					19	1/3 DBH	6.3	
2966	Laurel oak	Quercus laurifolia	29.03876571	-81.32602021	1	22	22	79	Fair					22	1/3 DBH	7.3	
2967	Laurel oak	Quercus laurifolia	29.03876316	-81.32593883	1	21	21	54	Very Poor					21	1/3 DBH	7.0	
2968	Laurel oak	Quercus laurifolia	29.03877969	-81.32592637	1	12	12	79	Fair					12	1/3 DBH	4.0	
2969	Laurel oak	Quercus laurifolia	29.03878518	-81.32593264	2	19, 16	35	68	Poor					35	1/3 DBH	11.7	
2970	Black cherry	Prunus serotina	29.0387799	-81.32584187	1	17	17	89	Good					17	1/3 DBH	5.7	
2971	Laurel oak	Quercus laurifolia	29.03877441	-81.3258356	1	16	16	79	Fair					16	1/3 DBH	5.3	
2972	Black cherry	Prunus serotina	29.0387799	-81.32583874	1	10	10	64	Poor					10	1/3 DBH	3.3	
2973	Laurel oak	Quercus laurifolia	29.03869461	-81.32585412	1	9	9	79	Fair					9	1/3 DBH	3.0	
2974	Laurel oak	Quercus laurifolia	29.03869189	-81.3258416	1	29	29	82	Good					29	1/3 DBH	9.7	
2975	Black cherry	Prunus serotina	29.03870336	-81.32565074	1	12	12	89	Good					12	1/3 DBH	4.0	
2976	Live oak	Quercus virginiana	29.03870345	-81.32561005	1	8	8	89	Good					8	1/3 DBH	2.7	
2977	Laurel oak	Quercus laurifolia	29.03868695	-81.32561	1	9	9	86	Good					9	1/3 DBH	3.0	
2978	Laurel oak	Quercus laurifolia	29.03867594	-81.32561623	1	8	8	89	Good					8	1/3 DBH	2.7	
2979	Laurel oak	Quercus laurifolia	29.0387036	-81.3255506	1	16	16	86	Good					16	1/3 DBH	5.3	
2980	Laurel oak	Quercus laurifolia	29.03877763	-81.32564158	1	24	24	89	Good					24	1/3 DBH	8.0	
2981	Laurel oak	Quercus laurifolia	29.03878036	-81.32565098	1	12	12	61	Poor					12	1/3 DBH	4.0	
2982	Laurel oak	Quercus laurifolia	29.038938	-81.32528533	1	23	23	68	Poor					23	1/3 DBH	7.7	
2983	Laurel oak	Quercus laurifolia	29.03887771	-81.32519751	1	23	23	79	Fair					23	1/3 DBH	7.7	
2984	Black cherry	Prunus serotina	29.03887274	-81.32497844	1	12	12	79	Fair					12	1/3 DBH	4.0	
2986	Laurel oak	Quercus laurifolia	29.03907533	-81.32536087	1	14	14	89	Good					14	1/3 DBH	4.7	
2987	Laurel oak	Quercus laurifolia	29.03906707	-81.32536397	1	14	14	89	Good					14	1/3 DBH	4.7	
2988	Laurel oak	Quercus laurifolia	29.03907535	-81.32535148	1	19	19	89	Good					19	1/3 DBH	6.3	
2989	Laurel oak	Quercus laurifolia	29.03907531	-81.32536712	1	16	16	89	Good					16	1/3 DBH	5.3	
2990	Laurel oak	Quercus laurifolia	29.03913857	-81.32536419	1	15	15	86	Good					15	1/3 DBH	5.0	
2991	Laurel oak	Quercus laurifolia	29.03912188	-81.32544238	1	7	7	96	Very Good					7	1/3 DBH	2.3	
2992	Laurel oak	Quercus laurifolia	29.03914702	-81.32528285	1	16	16	86	Good					14	1/3 DBH	4.7	
2993	Laurel oak	Quercus laurifolia	29.03914426	-81.32528597	1	20	20	86	Good					20	1/3 DBH	6.7	
2994	Laurel oak	Quercus laurifolia	29.03920767	-81.32522358	1	17	17	82	Good					17	1/3 DBH	5.7	
2995	Black cherry	Prunus serotina	29.0391472	-81.32520775	1	12	12	89	Good					12	1/3 DBH	4.0	
2996	Laurel oak	Quercus laurifolia	29.03914466	-81.32512324	1	24	24	79	Fair					24	1/3 DBH	8.0	
2997	Laurel oak	Quercus laurifolia	29.03921338	-81.32513598	1	18	18	75	Fair					18	1/3 DBH	6.0	
2998	Laurel oak	Quercus laurifolia	29.0392108	-81.32506712	1	13	13	68	Poor					13	1/3 DBH	4.3	
2999	Laurel oak	Quercus laurifolia	29.03921631	-81.32506088	1	24	24	82	Good					24	1/3 DBH	8.0	
3000	Laurel oak	Quercus laurifolia	29.03920823	-81.32499201	1	18	18	71	Fair					18	1/3 DBH	6.0	
3001	Laurel oak	Quercus laurifolia	29.03920822	-81.32499514	1	21	21	71	Fair					21	1/3 DBH	7.0	
3002	Laurel oak	Quercus laurifolia	29.03920841	-81.3249169	1	15	15	68	Poor					15	1/3 DBH	5.0	
3003	Laurel oak	Quercus laurifolia	29.03915616	-81.32491361	1	22	22	71	Fair					22	1/3 DBH	7.3	
3004	Black cherry	Prunus serotina	29.0391505	-81.32498244	1	12	12	82	Good					11	1/3 DBH	3.7	
3005	Laurel oak	Quercus laurifolia	29.03922234	-81.32484184	1	20	20	75	Fair					20	1/3 DBH	6.7	
3006	Laurel oak	Quercus laurifolia	29.03921709	-81.32473855	1	12	12	79	Fair					12	1/3 DBH	4.0	
3007	Laurel oak	Quercus laurifolia	29.03908505	-81.32475378	2	26, 19	45	43	Very Poor					45	1/3 DBH + 1, 2" DBH Tree	8.3	
3008	Laurel oak	Quercus laurifolia	29.03909034	-81.32484142	1	13	13	79	Fair					13	1/3 DBH	4.3	
3009	Laurel oak	Quercus laurifolia	29.03908209	-81.3248414	1	17	17	68	Poor					17	1/3 DBH	5.7	
3010	Laurel oak	Quercus laurifolia	29.0390629	-81.3248163	1	17	17	79	Fair					17	1/3 DBH	5.7	
3012	Laurel oak	Quercus laurifolia	29.03902164	-81.32481617	1	12	12	96	Very Good					12	1/3 DBH	4.0	
3013	Black cherry	Prunus serotina	29.03897789	-81.32471276	1	13	13	82	Good					13	1/3 DBH	4.3	
3014	Laurel oak	Quercus laurifolia	29.03890908	-81.32473445	1	21	21	89	Good					21	1/3 DBH	7.0	
3017	Laurel oak	Quercus laurifolia	29.03900051	-81.32559221	1	21	21	82	Good					21	1/3 DBH	7.0	
3018	No Tree at this Location		29.03895159	-81.32535109										0	0	0	
3019	Laurel oak	Quercus laurifolia	29.03895159	-81.32535109	1	17	17	86	Good					17	1/3 DBH	5.7	
3020	Laurel oak	Quercus laurifolia	29.03907348	-81.32498845	1	17	17	75	Fair					17	1/3 DBH	5.7	
3021	Laurel oak	Quercus laurifolia	29.03907898	-81.32498847	1	15	15	68	Poor					15	1/3 DBH	5.0	
3022	Laurel oak	Quercus laurifolia	29.03879478	-81.32537563	1	24	24	86	Good					24	1/3 DBH	8.0	
3023	Cabbage palmetto	Sabal palmetto	29.03867622	-81.32550044	1	16	16	96	Very Good					16	1/3 DBH	5.3	
3024	Cabbage palmetto	Sabal palmetto	29.03861039	-81.32542825	1	15	15	96	Very Good					15	1/3 DBH	5.0	
3025	*Ear Tree	Enterolobium eudamneum	29.03855551	-81.32537801	1	20	20	82	Good					0	0	0	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
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ALTAMONTE SPRINGS, FL 32716
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DATED: 10/10/2022

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PROVIDED BY ELLIS SURVEYS. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



NO. DATE REVISION DESCRIPTION

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SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE: NOT FOR CONSTRUCTION	
DATE: 02/15/2023	
JOB NO.:	761391
DESIGN:	TH
DRAWN:	TH
CHECKED:	EAB
SHEET NO. C2.10	

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TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
3026	Laurel oak	Quercus laurifolia	29.03854161	-81.32543743	1	10	10	82	Good					10	1/3 DBH	3.3	
3027	Laurel oak	Quercus laurifolia	29.03853337	-81.32543427	1	19	19	82	Good					19	1/3 DBH	6.3	
3028	Laurel oak	Quercus laurifolia	29.03852236	-81.3254405	2	9, 9	18	89	Good					18	1/3 DBH	6.0	
3029	Laurel oak	Quercus laurifolia	29.03851957	-81.32545613	1	15	15	82	Good					15	1/3 DBH	5.0	
3030	Black cherry	Prunus serotina	29.03851961	-81.32544049	1	10	10	0	Dead					10	0	0	
3031	Laurel oak	Quercus laurifolia	29.03852242	-81.32541233	1	10	10	86	Good					10	1/3 DBH	3.3	
3032	Cabbage palmetto	Sabal palmetto	29.03853308	-81.32555632	1	17	17	96	Very Good					17	1/3 DBH	5.7	
3033	Laurel oak	Quercus laurifolia	29.0384697	-81.32560619	1	8	8	93	Good					8	1/3 DBH	2.7	
3034	Laurel oak	Quercus laurifolia	29.03846147	-81.32559678	1	10	10	75	Fair					10	1/3 DBH	3.3	
3035	Laurel oak	Quercus laurifolia	29.03844966	-81.32593159	1	18	18	64	Poor					18	1/3 DBH	6.0	
3036	Laurel oak	Quercus laurifolia	29.03852393	-81.32592556	1	25	25	82	Good					25	1/3 DBH	8.3	
3037	Laurel oak	Quercus laurifolia	29.03854042	-81.32592875	1	23	23	64	Poor					23	1/3 DBH	7.7	
3038	Laurel oak	Quercus laurifolia	29.03861193	-81.32592584	1	25	25	61	Poor					25	1/3 DBH	8.3	
3039	Laurel oak	Quercus laurifolia	29.03861743	-81.32592586	1	9	9	46	Very Poor					9	1/3 DBH	3.0	
3040	Laurel oak	Quercus laurifolia	29.03868868	-81.32603248	1	9	9	93	Good					9	1/3 DBH	3.0	
3041	Laurel oak	Quercus laurifolia	29.03861723	-81.32601035	1	31	31	75	Fair					31	1/3 DBH	10.3	
3042	* Camphor	Camphora officinarum	29.03861169	-81.32602598	1	17	17	75	Fair					0	0	0	
3043	Laurel oak	Quercus laurifolia	29.03860893	-81.32603223	1	15	15	79	Fair					15	1/3 DBH	5.0	
3044	Laurel oak	Quercus laurifolia	29.03851822	-81.32601004	1	16	16	89	Good					16	1/3 DBH	5.3	
3045	Laurel oak	Quercus laurifolia	29.03852094	-81.3260257	2	19, 14	33	64	Poor					33	1/3 DBH	11.0	
3046	Laurel oak	Quercus laurifolia	29.03836145	-81.32601894	2	14, 13	27	82	Good					27	1/3 DBH	9.0	
3047	Laurel oak	Quercus laurifolia	29.03827049	-81.32610315	3	20, 10, 10	40	79	Fair								40
3048	Laurel oak	Quercus laurifolia	29.03810293	-81.32601812	1	16	16	86	Good					16	1/3 DBH	5.3	
3049	Laurel oak	Quercus laurifolia	29.03810574	-81.32599623	1	12	12	89	Good					12	1/3 DBH	4.0	
3050	Black cherry	Prunus serotina	29.03802875	-81.32598973	1	13	13	79	Fair					13	1/3 DBH	4.3	
3051	Laurel oak	Quercus laurifolia	29.0380286	-81.32605231	3	13, 11, 16	40	46	Very Poor					40	1/3 DBH	13.3	
3052	Laurel oak	Quercus laurifolia	29.03800386	-81.32604598	1	16	16	93	Good					16	1/3 DBH	5.3	
3053	Laurel oak	Quercus laurifolia	29.03797632	-81.32606154	1	16	16	86	Good					16	1/3 DBH	5.3	
3054	Laurel oak	Quercus laurifolia	29.03796569	-81.32591129	1	21	21	79	Fair					21	1/3 DBH	7.0	
3055	Laurel oak	Quercus laurifolia	29.0382792	-81.32591228	1	28	28	89	Good					28	1/3 DBH	9.3	
3056	Laurel oak	Quercus laurifolia	29.03839193	-81.32592202	1	17	17	61	Poor					17	1/3 DBH	5.7	
3057	Laurel oak	Quercus laurifolia	29.03820492	-81.32592143	1	29	29	79	Fair					29	1/3 DBH	9.7	
3058	Black cherry	Prunus serotina	29.03811144	-81.32591175	1	14	14	82	Good					14	1/3 DBH	4.7	
3059	Laurel oak	Quercus laurifolia	29.03803439	-81.32593028	1	18	18	68	Poor					18	1/3 DBH	6.0	
3060	Laurel oak	Quercus laurifolia	29.03804834	-81.32584896	1	13	13	82	Good					13	1/3 DBH	4.3	
3061	Laurel oak	Quercus laurifolia	29.03803476	-81.32578007	2	20, 12	32	75	Fair					32	1/3 DBH	10.7	
3062	Laurel oak	Quercus laurifolia	29.03803755	-81.32576444	1	11	11	82	Good					11	1/3 DBH	3.7	
3063	Laurel oak	Quercus laurifolia	29.03802933	-81.32575189	1	18	18	89	Good					18	1/3 DBH	6.0	
3064	Laurel oak	Quercus laurifolia	29.03804046	-81.3256956	1	14	14	82	Good					14	1/3 DBH	4.7	
3065	Laurel oak	Quercus laurifolia	29.03804875	-81.32567998	1	16	16	89	Good					16	1/3 DBH	5.3	
3066	Laurel oak	Quercus laurifolia	29.03804655	-81.32545465	1	25	25	64	Poor					25	1/3 DBH	8.3	
3067	Black cherry	Prunus serotina	29.03812884	-81.32554253	1	12	12	82	Good					12	1/3 DBH	4.0	
3068	Laurel oak	Quercus laurifolia	29.03819483	-81.32554587	1	13	13	93	Good					13	1/3 DBH	4.3	
3069	Laurel oak	Quercus laurifolia	29.03820308	-81.3255459	1	28	28	79	Fair					28	1/3 DBH	9.3	
3070	Laurel oak	Quercus laurifolia	29.0382031	-81.32553964	1	18	18	86	Good					28	1/3 DBH	9.3	
3071	Black cherry	Prunus serotina	29.03821709	-81.32544267	1	10	10	89	Good					10	1/3 DBH	3.3	
3072	Cabbage palmetto	Sabal palmetto	29.03828855	-81.32545854	1	16	16	96	Very Good					16	1/3 DBH	5.3	
3073	Laurel oak	Quercus laurifolia	29.03832992	-81.3254086	1	9	9	96	Very Good					9	1/3 DBH	3.0	
3074	Laurel oak	Quercus laurifolia	29.03829177	-81.32526452	2	22, 14	36	82	Good					36	1/3 DBH	12.0	
3075	Laurel oak	Quercus laurifolia	29.03829747	-81.32518318	1	16	16	86	Good					16	1/3 DBH	5.3	
3076	Laurel oak	Quercus laurifolia	29.03830581	-81.32514565	1	10	10	96	Very Good					10	1/3 DBH	3.3	
3078	Laurel oak	Quercus laurifolia	29.03790484	-81.32605193	1	15	15	61	Poor					15	1/3 DBH	5.0	
3079	Laurel oak	Quercus laurifolia	29.03789642	-81.32612388	2	12, 16	28	57	Very Poor					28	1/3 DBH	9.3	
3080	Laurel oak	Quercus laurifolia	29.03789622	-81.32620524	1	14	14	96	Very Good					14	1/3 DBH	4.7	
3081	Black cherry	Prunus serotina	29.03793439	-81.32634305	1	12	12	89	Good								12
3082	Laurel oak	Quercus laurifolia	29.0379481	-81.32635874	2	13, 15	28	89	Good								28
3083	Laurel oak	Quercus laurifolia	29.03794533	-81.32636812	1	16	16	82	Good								16
3084	Laurel oak	Quercus laurifolia	29.03795633	-81.32636816	1	9	9	93	Good								9
3085	Laurel oak	Quercus laurifolia	29.03802509	-81.32636212	2	12, 13	25	89	Good								25
3086	Laurel oak	Quercus laurifolia	29.03801682	-81.32637148	1	16	16	64	Poor					15	1/3 DBH	5.0	
3087	Laurel oak	Quercus laurifolia	29.03802231	-81.32637462	1	20	20	93	Good								20
3088	Laurel oak	Quercus laurifolia	29.03800603	-81.32628695	1	23	23	82	Good								23
3089	Laurel oak	Quercus laurifolia	29.03802252	-81.32629013	1	16	16	93	Good								16
3090	Laurel oak	Quercus laurifolia	29.03795654	-81.32628054	1	12	12	68	Poor					12	1/3 DBH	4.0	
3091	Laurel oak	Quercus laurifolia	29.03796218	-81.32622422	1	12	12	93	Good					12	1/3 DBH	4.0	
3092	Laurel oak	Quercus laurifolia	29.03801172	-81.32620873	1	15	15	93	Good					15	1/3 DBH	5.0	
3093	Black cherry	Prunus serotina	29.03801722	-81.32620562	1	17	17	82	Good					17	1/3 DBH	5.7	
3094	Laurel oak	Quercus laurifolia	29.03802272	-81.32620877	1	9	9	89	Good					9	1/3 DBH	3.0	
3095	Laurel oak	Quercus laurifolia	29.03802564	-81.3261368	2	17, 17	34	75	Fair					34	1/3 DBH	11.3	
3096	Laurel oak	Quercus laurifolia	29.03804069	-81.32560172	1	25	25	68	Poor					25	1, 2" DBH Tree	2.0	
3097	Laurel oak	Quercus laurifolia	29.03798057	-81.32544193	1	15	15	86	Good					15	1/3 DBH	5.0	
3098	Laurel oak	Quercus laurifolia	29.03797529	-81.32535429	1	15	15	89	Good					15	1/3 DBH	5.0	
3099	Laurel oak	Quercus laurifolia	29.0379835	-81.32536996	2	13, 20	33	68	Poor					33	1/3 DBH + 1, 2" DBH Tree	6.3	
3100	Laurel oak	Quercus laurifolia	29.03803596	-81.3252825	1	12	12	93	Good					12	1/3 DBH	4.0	
3101	Laurel oak	Quercus laurifolia	29.03803871	-81.32528564	1	11	11	86	Good					11	1/3 DBH	3.7	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTAMONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYS. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



REVISION DESCRIPTION

DATE

NO.

SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023
JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB

SHEET NO.
C2.11

Tree No.	Common Name	Botanical Name	Latitude	Longitude	Stems	Actual DBH (inches)	Actual Total DBH (inches)	Condition Rating (%)	Condition Rating	Canopy Spread North - South (feet)	Canopy Spread East - West (feet)	Specimen Tree	Historic Tree	To Be Removed (DBH)	Replacement Ratio	Replacement Inches (DBH)	Preserved
3102	Laurel oak	Quercus laurifolia	29.03804969	-81.32529193	1	21	21	79	Fair					21	1/3 DBH	7.0	
3103	Laurel oak	Quercus laurifolia	29.03797016	-81.32520093	2	15, 11	26	82	Good					26	1/3 DBH	8.7	
3104	Laurel oak	Quercus laurifolia	29.0379839	-81.3252041	1	22	22	86	Good					22	1/3 DBH	7.3	
3105	Laurel oak	Quercus laurifolia	29.03798131	-81.32513837	1	12	12	89	Good					12	1/3 DBH	4.0	
3106	Laurel oak	Quercus laurifolia	29.03798425	-81.32506015	2	11, 7	18	89	Good					18	1/3 DBH	6.0	
3107	Laurel oak	Quercus laurifolia	29.03798703	-81.32504764	4	12, 14, 12, 15	53	71	Fair					53	1/3 DBH	17.7	
3108	Laurel oak	Quercus laurifolia	29.03797605	-81.32503822	1	10	10	89	Good					10	1/3 DBH	3.3	
3109	Laurel oak	Quercus laurifolia	29.03799291	-81.32489119	1	50	50	68	Poor					50	1, 2" DBH Tree	2.0	
3110	Black cherry	Prunus serotina	29.03798208	-81.32481918	1	12	12	0	Dead					12	0	0	
3112	Laurel oak	Quercus laurifolia	29.03805102	-81.32474116	1	28	28	82	Good					28	1/3 DBH	9.3	
3113	Laurel oak	Quercus laurifolia	29.03805908	-81.32482255	3	16, 13, 14	43	93	Good					43	1/3 DBH	14.3	
3114	Laurel oak	Quercus laurifolia	29.0380644	-81.32489454	2	7, 16	23	75	Fair					23	1/3 DBH	7.7	
3115	Laurel oak	Quercus laurifolia	29.0380589	-81.32489452	1	13	13	96	Very Good					13	1/3 DBH	4.3	
3116	Laurel oak	Quercus laurifolia	29.03805892	-81.32488826	1	19	19	93	Good					19	1/3 DBH	6.3	
3117	Laurel oak	Quercus laurifolia	29.03805343	-81.32488199	1	15	15	93	Good					15	1/3 DBH	5.0	
3118	Laurel oak	Quercus laurifolia	29.03805597	-81.32496962	2	16, 12	28	89	Good					28	1/3 DBH	9.3	
3119	Laurel oak	Quercus laurifolia	29.03813538	-81.32511382	1	10	10	96	Very Good					10	1/3 DBH	3.3	
3120	Laurel oak	Quercus laurifolia	29.03805559	-81.32512922	1	18	18	93	Good					18	1/3 DBH	6.0	
3121	Laurel oak	Quercus laurifolia	29.03804165	-81.32520428	1	25	25	89	Good					25	1/3 DBH	8.3	
3122	Laurel oak	Quercus laurifolia	29.03812407	-81.32523896	1	17	17	64	Poor					17	1/3 DBH	5.7	
3123	Laurel oak	Quercus laurifolia	29.03813785	-81.32522962	1	10	10	75	Fair					10	1/3 DBH	3.3	
3124	Black cherry	Prunus serotina	29.03821227	-81.325161	1	7	7	71	Fair					7	1/3 DBH	2.3	
3125	Laurel oak	Quercus laurifolia	29.03820951	-81.32516412	1	17	17	89	Good					17	1/3 DBH	5.7	
3126	Laurel oak	Quercus laurifolia	29.03822052	-81.32516103	1	15	15	89	Good					15	1/3 DBH	5.0	
3127	Laurel oak	Quercus laurifolia	29.03822305	-81.32525179	1	15	15	86	Good					15	1/3 DBH	5.0	
3128	Laurel oak	Quercus laurifolia	29.03813138	-81.32563016	1	17	17	86	Good					17	1/3 DBH	5.7	
3129	Laurel oak	Quercus laurifolia	29.03819992	-81.32571487	1	22	22	82	Good					22	1/3 DBH	7.3	
3130	Laurel oak	Quercus laurifolia	29.03819691	-81.32582439	1	28	28	61	Poor					28	1, 2" DBH Tree	2.0	
3131	Laurel oak	Quercus laurifolia	29.03810246	-81.32621215	2	22, 14	36	68	Poor					36	1/3 DBH + 1, 2" DBH Tree	6.7	
3132	Laurel oak	Quercus laurifolia	29.03810227	-81.32629038	1	15	15	89	Good								15
3133	Laurel oak	Quercus laurifolia	29.03811049	-81.32630293	1	11	11	82	Good								11
3138	Live oak	Quercus virginiana	29.03827255	-81.3263848	1	14	14	89	Good			Specimen					14
3139	Laurel oak	Quercus laurifolia	29.03825891	-81.32634095	1	25	25	68	Poor				25		1, 2" DBH Tree	2.0	
3140	Laurel oak	Quercus laurifolia	29.03825342	-81.32633467	1	10	10	93	Good								10
3141	Laurel oak	Quercus laurifolia	29.03825895	-81.3263253	1	12	12	96	Very Good								12
3142	Laurel oak	Quercus laurifolia	29.03826727	-81.32629403	1	16	16	89	Good								16
3143	Laurel oak	Quercus laurifolia	29.0382647	-81.32622205	1	26	26	82	Good								26
3144	Laurel oak	Quercus laurifolia	29.03827299	-81.32620642	1	10	10	93	Good								10
3145	Laurel oak	Quercus laurifolia	29.03818496	-81.32621554	1	21	21	75	Fair					21	1/3 DBH	7.0	
3146	Laurel oak	Quercus laurifolia	29.03818777	-81.32619051	1	20	20	79	Fair					20	1/3 DBH	6.7	
3147	Laurel oak	Quercus laurifolia	29.03819894	-81.32611857	1	19	19	68	Poor					19	1/3 DBH	6.3	
3148	Laurel oak	Quercus laurifolia	29.03836118	-81.32612847	1	22	22	93	Good								22
3149	Laurel oak	Quercus laurifolia	29.03834748	-81.32610652	1	10	10	82	Good								10
3150	Laurel oak	Quercus laurifolia	29.03836078	-81.32629432	2	23, 14	37	82	Good								37
3151	Black cherry	Prunus serotina	29.03842949	-81.32631019	1	12	12	0	Dead								
3152	Live oak	Quercus virginiana	29.03842654	-81.32639467	1	25	25	89	Good	45.6	24.3		Historic	12	0	0	25
3153	Black cherry	Prunus serotina	29.03851728	-81.32639809	4	13, 19, 10, 7	49	89	Good								49
3154	Black cherry	Prunus serotina	29.03859706	-81.32638895	1	7	7	93	Good								7
3155	Laurel oak	Quercus laurifolia	29.03861373	-81.32632016	2	8, 12	20	89	Good								20
3156	Laurel oak	Quercus laurifolia	29.03860004	-81.32629195	1	22	22	82	Good								22
3157	Laurel oak	Quercus laurifolia	29.03852029	-81.3262917	1	22	22	68	Poor					22	1/3 DBH	7.3	
3158	Laurel oak	Quercus laurifolia	29.0385232	-81.32622599	3	8, 9, 18	35	82	Good								35
3159	Laurel oak	Quercus laurifolia	29.03852874	-81.32621036	1	13	13	89	Good								13
3160	Laurel oak	Quercus laurifolia	29.03844075	-81.32620382	1	18	18	89	Good								18
3161	Black cherry	Prunus serotina	29.03844072	-81.32621634	1	12	12	0	Dead					12	0	0	
3162	Laurel oak	Quercus laurifolia	29.0384437	-81.32612247	1	23	23	86	Good								23
5003	Laurel oak	Quercus laurifolia	29.03715949	-81.32494491	1	22	22	89	Good					22	1/3 DBH	7.3	
5004	Laurel oak	Quercus laurifolia	29.03716773	-81.32494806	1	10	10	68	Poor					10	1/3 DBH	3.3	
5005	Laurel oak	Quercus laurifolia	29.03723366	-81.32497643	1	16	16	93	Good					16	1/3 DBH	5.3	
5006	Laurel oak	Quercus laurifolia	29.03723923	-81.32494828	1	22	22	93	Good					22	1/3 DBH	7.3	
5007	Laurel oak	Quercus laurifolia	29.03723904	-81.32502652	1	10	10	96	Very Good					10	1/3 DBH	3.3	
5008	Laurel oak	Quercus laurifolia	29.03722252	-81.32503586	1	14	14	93	Good					14	1/3 DBH	4.7	
5009	Laurel oak	Quercus laurifolia	29.0372198	-81.32502333	1	15	15	93	Good					15	1/3 DBH	5.0	
5010	Laurel oak	Quercus laurifolia	29.03728871	-81.32495783	1	9	9	82	Good					9	1/3 DBH	3.0	
5011	Laurel oak	Quercus laurifolia	29.03728874	-81.32494531	1	17	17	71	Fair					17	1/3 DBH	5.7	
5012	Laurel oak	Quercus laurifolia	29.03729131	-81.32502042	1	14	14	89	Good					14	1/3 DBH	4.7	
5013	Laurel oak	Quercus laurifolia	29.03730506	-81.32502047	1	14	14	93	Good					12	1/3 DBH	4.0	
5014	Laurel oak	Quercus laurifolia	29.03730504	-81.32502986	1	11	11	82	Good					11	1/3 DBH	3.7	
5015	Laurel oak	Quercus laurifolia	29.03735454	-81.32503001	1	15	15	57	Very Poor					15	1/3 DBH	5.0	
5016	Laurel oak	Quercus laurifolia	29.03736277	-81.32503942	1	10	10	89	Good					10	1/3 DBH	3.3	
5017	Laurel oak	Quercus laurifolia	29.03736828	-81.32503318	1	14	14	89	Good					14	1/3 DBH	4.7	
5018	Laurel oak	Quercus laurifolia	29.03717065	-81.32487609	1	13	13	93	Good								13
5019	Laurel oak	Quercus laurifolia	29.03716792	-81.32486667	1	17	17	89	Good								17
5020	Laurel oak	Quercus laurifolia	29.03717342	-81.32486671	1	19	19	82	Good								19
5021	Laurel oak	Quercus laurifolia	29.03716795	-81.32485731	1	8	8	68	Poor					8	1/3 DBH	2.7	
5022	Laurel oak	Quercus laurifolia	29.03719546	-81.32485114	1	18	18	86	Good								18
5023	Laurel oak	Quercus laurifolia	29.03737418	-81.32486734	1	30	30	89	Good								30
5024	Laurel oak	Quercus laurifolia	29.03736593	-81.32486732	1	12	12	93	Good								12
5025	Laurel oak	Quercus laurifolia	29.03730285	-81.32479514	2	12, 27	39	68	Poor					39	1/3 DBH + 1, 2" DBH Tree	6.0	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTAMONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

**CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
 PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING
 CONDITIONS PRIOR TO BID AND CONSTRUCTION.**

[illegible]

SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE DISPOSITION LIST

ISSUE:	
NOT FOR CONSTRUCTION	
DATE:	
02/15/2023	
3 NO.:	7613
SIGN:	TH
AWN:	TH
ECKED:	EAD

TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
															2" DBH Tree		19
5026	Laurel oak	Quercus laurifolia	29.0372533	-81.32481689	1	19	19	93	Good								14
5027	Laurel oak	Quercus laurifolia	29.03717377	-81.32472589	1	14	14	93	Good								
5028	Laurel oak	Quercus laurifolia	29.03716002	-81.32472272	1	41	41	68	Poor					41	1, 2"DBH Tree	2.0	
5029	Cherry laurel	Prunus laurocerasus	29.03719035	-81.32469152	1	8	8	93	Good								8
5030	Laurel oak	Quercus laurifolia	29.0371758	-81.32502006	2	24, 11	35	68	Poor					35	1/3 DBH + 1, 2" DBH Tree	5.7	
5031	Laurel oak	Quercus laurifolia	29.03717027	-81.32503256	1	12	12	93	Good					12	1/3 DBH	4.0	
5032	Laurel oak	Quercus laurifolia	29.0371648	-81.32502316	1	11	11	68	Poor					11	1/3 DBH	3.7	
5033	Laurel oak	Quercus laurifolia	29.03723611	-81.32510162	1	16	16	82	Good					16	1/3 DBH	5.3	
5034	Laurel oak	Quercus laurifolia	29.0372856	-81.3251049	1	17	17	89	Good					17	1/3 DBH	5.7	
5035	Laurel oak	Quercus laurifolia	29.03729658	-81.32511432	1	7	7	96	Very Good					7	1/3 DBH	2.3	
5036	Laurel oak	Quercus laurifolia	29.03736532	-81.3251208	1	18	18	93	Good					18	1/3 DBH	6.0	
5037	Laurel oak	Quercus laurifolia	29.0373652	-81.32517087	1	13	13	86	Good					14	1/3 DBH	4.7	
5038	Laurel oak	Quercus laurifolia	29.03737345	-81.32517089	1	12	12	79	Fair					12	1/3 DBH	4.0	
5040	Laurel oak	Quercus laurifolia	29.03736496	-81.32527101	1	11	11	89	Good					11	1/3 DBH	3.7	
5041	Laurel oak	Quercus laurifolia	29.03735673	-81.32526159	1	14	14	93	Good					14	1/3 DBH	4.7	
5042	Laurel oak	Quercus laurifolia	29.03734556	-81.3253304	1	9	9	96	Very Good					9	1/3 DBH	3.0	
5043	Laurel oak	Quercus laurifolia	29.03728519	-81.32527702	1	7	7	93	Good					7	1/3 DBH	2.3	
5044	Laurel oak	Quercus laurifolia	29.03729344	-81.32527704	1	15	15	79	Fair					15	1/3 DBH	5.0	
5045	Laurel oak	Quercus laurifolia	29.03729332	-81.32532398	1	23	23	82	Good					23	1/3 DBH	7.7	
5046	Laurel oak	Quercus laurifolia	29.03725751	-81.3253489	1	9	9	96	Very Good					9	1/3 DBH	3.0	
5047	Laurel oak	Quercus laurifolia	29.03728535	-81.32520817	1	13	13	82	Good					13	1/3 DBH	4.3	
5048	Laurel oak	Quercus laurifolia	29.03722767	-81.32517982	1	14	14	64	Poor					14	1/3 DBH	4.7	
5049	Laurel oak	Quercus laurifolia	29.03722765	-81.32518608	1	12	12	82	Good					12	1/3 DBH	4.0	
5050	Laurel oak	Quercus laurifolia	29.03721665	-81.32518605	1	17	17	61	Poor					17	1/3 DBH	5.7	
5051	Laurel oak	Quercus laurifolia	29.03719196	-81.32516094	2	10, 4	14	89	Good					14	1/3 DBH	4.7	
5052	Laurel oak	Quercus laurifolia	29.03716991	-81.32518277	1	28	28	89	Good					28	1/3 DBH	9.3	
5053	Laurel oak	Quercus laurifolia	29.03718921	-81.32516093	1	12	12	93	Good					12	1/3 DBH	4.0	
5054	Laurel oak	Quercus laurifolia	29.03716424	-81.32525473	1	8	8	96	Very Good					8	1/3 DBH	2.7	
5055	Laurel oak	Quercus laurifolia	29.0371505	-81.32524843	1	16	16	68	Poor					16	1/3 DBH	5.3	
5056	Live oak	Quercus virginiana	29.03711202	-81.32523892	1	17	17	89	Good			Specimen		17	1/2 DBH	9.0	
5057	Laurel oak	Quercus laurifolia	29.03716404	-81.32533609	1	12	12	93	Good					12	1/3 DBH	4.0	
5058	Laurel oak	Quercus laurifolia	29.0371558	-81.32532981	1	11	11	82	Good					11	1/3 DBH	3.7	
5059	Laurel oak	Quercus laurifolia	29.03715303	-81.32533919	1	27	27	75	Fair					27	1/3 DBH	9.0	
5060	Laurel oak	Quercus laurifolia	29.03721614	-81.32539885	1	15	15	93	Good					15	1/3 DBH	5.0	
5061	Laurel oak	Quercus laurifolia	29.03722437	-81.32540513	1	17	17	57	Very Poor					17	1/3 DBH	5.7	
5062	Laurel oak	Quercus laurifolia	29.03727935	-81.32541782	1	12	12	79	Fair					12	1/3 DBH	4.0	
5063	Laurel oak	Quercus laurifolia	29.03735638	-81.32540554	1	14	14	64	Poor					14	1/3 DBH	4.7	
5064	Laurel oak	Quercus laurifolia	29.0373481	-81.32541804	1	8	8	0	Dead					8	0	0	
5065	Laurel oak	Quercus laurifolia	29.03741703	-81.32534315	1	14	14	68	Poor					14	1/3 DBH	4.7	
5066	Laurel oak	Quercus laurifolia	29.03742527	-81.32534943	1	17	17	82	Good					17	1/3 DBH	5.7	
5067	Laurel oak	Quercus laurifolia	29.03740859	-81.32542136	1	16	16	89	Good					16	1/3 DBH	5.3	
5068	Laurel oak	Quercus laurifolia	29.03741413	-81.32540885	1	12	12	68	Poor					12	1/3 DBH	4.0	
5069	Laurel oak	Quercus laurifolia	29.03742233	-81.32542766	1	9	9	89	Good					9	1/3 DBH	3.0	
5070	Laurel oak	Quercus laurifolia	29.03740843	-81.3254902	2	22, 12	34	75	Fair					34	1/3 DBH	11.3	
5071	Laurel oak	Quercus laurifolia	29.03735343	-81.3254869	2	12, 8	20	86	Good					20	1/3 DBH	6.7	
5072	Laurel oak	Quercus laurifolia	29.03733691	-81.32549624	1	18	18	89	Good					18	1/3 DBH	6.0	
5073	Laurel oak	Quercus laurifolia	29.03741926	-81.32555908	1	12	12	82	Good					12	1/3 DBH	4.0	
5074	Laurel oak	Quercus laurifolia	29.03741651	-81.32555907	1	15	15	89	Good					15	1/3 DBH	5.0	
5075	Laurel oak	Quercus laurifolia	29.03741372	-81.32557784	1	17	17	89	Good					17	1/3 DBH	5.7	
5076	Laurel oak	Quercus laurifolia	29.03741095	-81.32558409	1	12	12	96	Very Good					12	1/3 DBH	4.0	
5077	Laurel oak	Quercus laurifolia	29.03740545	-81.32558407	1	16	16	93	Good					16	1/3 DBH	5.3	
5078	Laurel oak	Quercus laurifolia	29.03732572	-81.32557444	1	17	17	46	Very Poor					17	1/3 DBH	5.7	
5079	Live oak	Quercus virginiana	29.03710894	-81.3253766	1	18	18	89	Good			Specimen		18	1/2 DBH	9.0	
5080	Laurel oak	Quercus laurifolia	29.03714165	-81.32549562	1	22	22	86	Good					22	1/3 DBH	7.3	
5081	Laurel oak	Quercus laurifolia	29.0371499	-81.32549565	1	17	17	93	Good					17	1/3 DBH	5.7	
5082	Laurel oak	Quercus laurifolia	29.03715268	-81.32548314	1	15	15	93	Good					15	1/3 DBH	5.0	
5083	Live oak	Quercus virginiana	29.03710306	-81.32553305	1	16	16	93	Good			Specimen					16
5085	Laurel oak	Quercus laurifolia	29.03733379	-81.32564957	1	19	19	86	Good					19	1/3 DBH	6.3	
5086	Laurel oak	Quercus laurifolia	29.03727054	-81.32564624	1	26	26	86	Good					26	1/3 DBH	8.7	
5087	Laurel oak	Quercus laurifolia	29.03722105	-81.32564295	1	15	15	75	Fair					15	1/3 DBH	5.0	
5088	Laurel oak	Quercus laurifolia	29.03720453	-81.32564916	1	22	22	93	Good					22	1/3 DBH	7.3	
5089	Laurel oak	Quercus laurifolia	29.03713306	-81.32563642	1	21	21	86	Good					21	1/3 DBH	7.0	
5090	Laurel oak	Quercus laurifolia	29.03714131	-81.32563644	1	18	18	89	Good					18	1/3 DBH	6.0	
5091	Laurel oak	Quercus laurifolia	29.03714678	-81.32564898	1	14	14	89	Good					14	1/3 DBH	4.7	
5092	Laurel oak	Quercus laurifolia	29.03716074	-81.3255614	1	12	12	93	Good					12	1/3 DBH	4.0	
5093	Laurel oak	Quercus laurifolia	29.03721023	-81.32556781	1	21	21	82	Good					21	1/3 DBH	7.0	
5094	Laurel oak	Quercus laurifolia	29.03726519	-81.32558363	1	11	11	64	Poor					11	1/3 DBH	3.7	
5095	Laurel oak	Quercus laurifolia	29.03727345	-81.32558053	1	15	15	68	Poor					15	1/3 DBH	5.0	
5096	Laurel oak	Quercus laurifolia	29.03714112	-81.32571468	2	24, 19	43	64	Poor					43	1/3 DBH + 1, 2" DBH Tree	8.3	
5097	Black cherry	Prunus serotina	29.03727862	-81.32571824	1	15	15	82	Good					15	1/3 DBH	5.0	
5098	Laurel oak	Quercus laurifolia	29.03712704	-81.32585233	2	19, 30	49	68	Poor					49	1/3 DBH + 1, 2" DBH Tree	8.3	
5099	Live oak	Quercus virginiana	29.03709953	-81.32585224	1	12	12	89	Good			Specimen		12	1/2 DBH	6.0	
5100	Live oak	Quercus virginiana	29.03709088	-81.32601807	1	22	22	86	Good			Specimen					22
5101	Laurel oak	Quercus laurifolia	29.03711844	-81.32599625	1	15	15	82	Good					15	1/3 DBH	5.0	
5102	Laurel oak	Quercus laurifolia	29.03712942	-81.32600255	1	13	13	75	Fair					13	1/3 DBH	4.3	
5103	Laurel oak	Quercus laurifolia	29.03717874	-81.32607781	1	22	22	86	Good					22	1/3 DBH	7.3	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTA MONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYS. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



REVISION DESCRIPTION

NO. DATE

SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023

JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB

SHEET NO.
C2.13

TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
5104	Laurel oak	Quercus laurifolia	29.03718702	-81.32606532	1	21	21	82	Good					21	1/3 DBH	7.0	
5105	Laurel oak	Quercus laurifolia	29.03712095	-81.32609327	1	21	21	86	Good					21	1/3 DBH	7.0	
5106	Laurel oak	Quercus laurifolia	29.03711259	-81.32614019	1	8	8	89	Good					8	1/3 DBH	2.7	
5107	Laurel oak	Quercus laurifolia	29.03712631	-81.32614962	1	23	23	96	Very Good					22	1/3 DBH	7.3	
5108	Laurel oak	Quercus laurifolia	29.03711253	-81.32616522	1	10	10	93	Good					10	1/3 DBH	3.3	
5109	Laurel oak	Quercus laurifolia	29.03712077	-81.32616838	1	9	9	93	Good					9	1/3 DBH	3.0	
5110	Live oak	Quercus virginiana	29.03709327	-81.32616516	1	27	27	86	Good	43.8	51.4		Historic				27
5111	Laurel oak	Quercus laurifolia	29.03712613	-81.32622472	1	25	25	79	Fair								25
5112	Laurel oak	Quercus laurifolia	29.03712609	-81.32624037	1	9	9	43	Very Poor					9	1/3 DBH	3.0	
5113	Laurel oak	Quercus laurifolia	29.03717288	-81.326228	1	9	9	93	Good								9
5114	Laurel oak	Quercus laurifolia	29.03718112	-81.32623116	1	12	12	93	Good								12
5115	Laurel oak	Quercus laurifolia	29.03718388	-81.32622803	1	12	12	93	Good								12
5116	Laurel oak	Quercus laurifolia	29.03719485	-81.32624059	1	16	16	82	Good								16
5117	Laurel oak	Quercus laurifolia	29.03717851	-81.32617482	1	15	15	93	Good					15	1/3 DBH	5.0	
5118	Laurel oak	Quercus laurifolia	29.03718676	-81.32617171	1	10	10	96	Very Good					10	1/3 DBH	3.3	
5119	Laurel oak	Quercus laurifolia	29.03719778	-81.32616549	1	14	14	89	Good					14	1/3 DBH	4.7	
5120	Laurel oak	Quercus laurifolia	29.03724746	-81.32609054	1	17	17	96	Very Good					17	1/3 DBH	5.7	
5121	Laurel oak	Quercus laurifolia	29.03731894	-81.32610015	1	8	8	25	Very Poor					8	1/3 DBH	2.7	
5122	Laurel oak	Quercus laurifolia	29.03732172	-81.32608765	1	15	15	89	Good					15	1/3 DBH	5.0	
5123	Laurel oak	Quercus laurifolia	29.0373246	-81.32603758	1	21	21	54	Very Poor					21	1/3 DBH	7.0	
5124	Laurel oak	Quercus laurifolia	29.03731363	-81.32602503	1	11	11	64	Poor					11	1/3 DBH	3.7	
5125	Laurel oak	Quercus laurifolia	29.03731091	-81.32601251	1	9	9	93	Good					9	1/3 DBH	3.0	
5126	Laurel oak	Quercus laurifolia	29.03737982	-81.325947	1	17	17	82	Good					17	1/3 DBH	5.7	
5127	Laurel oak	Quercus laurifolia	29.03737715	-81.32591257	1	14	14	82	Good					14	1/3 DBH	4.7	
5128	Laurel oak	Quercus laurifolia	29.03734699	-81.32587493	2	13, 28	41	82	Good					41	1/3 DBH	13.7	
5129	Laurel oak	Quercus laurifolia	29.03731951	-81.32586858	1	12	12	93	Good					12	1/3 DBH	4.0	
5130	Laurel oak	Quercus laurifolia	29.03725901	-81.32586526	1	18	18	82	Good					18	1/3 DBH	6.0	
5131	Laurel oak	Quercus laurifolia	29.03737736	-81.32582808	1	14	14	54	Very Poor					14	1/3 DBH	4.7	
5132	Laurel oak	Quercus laurifolia	29.03741577	-81.32586575	2	10, 6	16	75	Fair					16	1/3 DBH	5.3	
5133	Laurel oak	Quercus laurifolia	29.03738517	-81.32600648	1	15	15	96	Very Good					15	1/3 DBH	5.0	
5134	Laurel oak	Quercus laurifolia	29.03738511	-81.32603152	1	16	16	89	Good					16	1/3 DBH	5.3	
5135	Laurel oak	Quercus laurifolia	29.03740436	-81.32603471	1	16	16	68	Poor					16	1/3 DBH	5.3	
5136	Laurel oak	Quercus laurifolia	29.03744285	-81.32603796	1	11	11	64	Poor					11	1/3 DBH	3.7	
5137	Laurel oak	Quercus laurifolia	29.03746763	-81.32602552	1	18	18	82	Good					18	1/3 DBH	6.0	
5138	Laurel oak	Quercus laurifolia	29.03747056	-81.32595355	1	14	14	82	Good					14	1/3 DBH	4.7	
5139	Laurel oak	Quercus laurifolia	29.03746234	-81.32594101	1	15	15	86	Good					15	1/3 DBH	5.0	
5140	Laurel oak	Quercus laurifolia	29.03746243	-81.32590345	1	11	11	82	Good					11	1/3 DBH	3.7	
5141	Laurel oak	Quercus laurifolia	29.03748445	-81.32589413	1	16	16	75	Fair					16	1/3 DBH	5.3	
5142	Laurel oak	Quercus laurifolia	29.03747297	-81.32609125	1	14	14	79	Fair					14	1/3 DBH	4.7	
5143	Laurel oak	Quercus laurifolia	29.03747844	-81.32610691	1	15	15	75	Fair					15	1/3 DBH	5.0	
5144	Laurel oak	Quercus laurifolia	29.03747003	-81.32616948	1	26	26	64	Poor					26	1, 2"DBH Tree	2	
5145	Laurel oak	Quercus laurifolia	29.03739302	-81.32617236	1	20	20	96	Very Good					20	1/3 DBH	6.7	
5146	Laurel oak	Quercus laurifolia	29.037382	-81.32618172	1	12	12	96	Very Good					12	1/3 DBH	4.0	
5147	Laurel oak	Quercus laurifolia	29.03738204	-81.32616607	1	13	13	93	Good					13	1/3 DBH	4.3	
5148	Laurel oak	Quercus laurifolia	29.03737378	-81.32616917	1	18	18	82	Good					18	1/3 DBH	6.0	
5149	Black cherry	Prunus serotina	29.03729668	-81.32620648	1	9	9	86	Good					9	1/3 DBH	3.0	
5150	Live oak	Quercus virginiana	29.03724162	-81.32623135	1	12	12	82	Good			Specimen					12
5151	Live oak	Quercus virginiana	29.03724709	-81.32624388	1	18	18	86	Good			Specimen					18
5152	Laurel oak	Quercus laurifolia	29.03712046	-81.32629668	1	23	23	79	Fair								23
5153	Live oak	Quercus virginiana	29.03707914	-81.32632159	1	24	24	82	Good			Specimen		24	1/2 DBH	11	
5180	Laurel oak	Quercus laurifolia	29.03746136	-81.32634157	1	17	17	86	Good								17
5181	Laurel oak	Quercus laurifolia	29.03744762	-81.32633839	1	13	13	82	Good								13
5182	Laurel oak	Quercus laurifolia	29.03745039	-81.32632901	1	14	14	93	Good								14
5194	Laurel oak	Quercus laurifolia	29.0372056	-81.32634389	1	9	9	96	Very Good								9
5195	Laurel oak	Quercus laurifolia	29.0373074	-81.32632543	1	25	25	68	Poor					25	1, 2"DBH Tree	2	
5196	Laurel oak	Quercus laurifolia	29.03731014	-81.32632857	1	15	15	89	Good								15
5197	Black cherry	Prunus serotina	29.03745884	-81.32625081	1	13	13	86	Good								13
5198	Laurel oak	Quercus laurifolia	29.03745882	-81.32625706	1	15	15	89	Good								15
5199	Laurel oak	Quercus laurifolia	29.0374588	-81.32626645	1	18	18	93	Good								18
5200	Laurel oak	Quercus laurifolia	29.03751366	-81.32632608	1	12	12	93	Good								12
5214	Laurel oak	Quercus laurifolia	29.03779961	-81.32634889	1	17	17	64	Poor					17	1/3 DBH	5.7	
5215	Laurel oak	Quercus laurifolia	29.0377501	-81.32635186	1	7	7	96	Very Good								7
5216	Laurel oak	Quercus laurifolia	29.03774459	-81.3263581	1	15	15	96	Very Good								15
5217	Laurel oak	Quercus laurifolia	29.03773636	-81.32634869	1	12	12	93	Good								12
5218	Black cherry	Prunus serotina	29.03775026	-81.32628615	1	8	8	96	Very Good								8
5219	Laurel oak	Quercus laurifolia	29.03774479	-81.32627674	1	11	11	79	Fair								11
5220	Laurel oak	Quercus laurifolia	29.03773929	-81.32627859	1	7	7	82	Good								7
5221	Laurel oak	Quercus laurifolia	29.03773105	-81.32627044	1	15	15	86	Good								15
5222	Laurel oak	Quercus laurifolia	29.0376788	-81.32627027	1	18	18	71	Fair								18
5223	Laurel oak	Quercus laurifolia	29.03766213	-81.32633907	1	17	17	82	Good								17
5224	Laurel oak	Quercus laurifolia	29.03765935	-81.32635158	1	14	14	68	Poor					14	1/3 DBH	4.7	
5225	Laurel oak	Quercus laurifolia	29.03767035	-81.32635161	1	19	19	75	Fair								19
5227	Laurel oak	Quercus laurifolia	29.03761536	-81.32634518	1	9	9	86	Good								9
5228	Laurel oak	Quercus laurifolia	29.0376044	-81.3263295	1	17	17	68	Poor					17	1/3 DBH	5.7	
5229	Laurel oak	Quercus laurifolia	29.03753858	-81.32625419	1	13	13	93	Good								13
5230	Laurel oak	Quercus laurifolia	29.03753309	-81.32625104	1	20	20	82	Good								20
5231	Black cherry	Prunus serotina	29.03761843	-81.32621375	1	11	11	86	Good								11
5232	Laurel oak	Quercus laurifolia	29.03767346	-81.32620454	1	12	12	96	Very Good					12	1/3 DBH	4.0	
5233	Laurel oak	Quercus laurifolia	29.03767072	-81.32619827	1	12	12	82	Good					12	1/3 DBH	4.0	
5234	Laurel oak	Quercus laurifolia	29.03767349	-81.32619202	1	12	12	82	Good					12	1/3 DBH	4.0	

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P.O. BOX 160952
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DATED: 10/10/2022

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PROVIDED BY ELLIS SURVEYS. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



CESO
WWW.CESOINC.COM

REVISION DESCRIPTION
NO. DATE
•••••

SPRING GARDEN
TOWNHOMES
DELAND, FL
610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023
JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB
SHEET NO.
C2.14

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TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
5235	Laurel oak	Quercus laurifolia	29.03768448	-81.32619519	1	12	12	82	Good					12	1/3 DBH	4.0	
5236	Laurel oak	Quercus laurifolia	29.03767899	-81.32619204	1	8	8	96	Very Good					8	1/3 DBH	2.7	
5237	Laurel oak	Quercus laurifolia	29.03767094	-81.32611065	1	13	13	54	Very Poor					13	1/3 DBH	4.3	
5238	Laurel oak	Quercus laurifolia	29.03769019	-81.32611071	1	15	15	86	Good					15	1/3 DBH	5.0	
5239	Laurel oak	Quercus laurifolia	29.03769291	-81.32612324	1	14	14	93	Good					14	1/3 DBH	4.7	
5240	Laurel oak	Quercus laurifolia	29.03774794	-81.32611089	1	15	15	82	Good					15	1/3 DBH	5.0	
5241	Laurel oak	Quercus laurifolia	29.0377534	-81.32612656	1	12	12	89	Good					12	1/3 DBH	4.0	
5242	Laurel oak	Quercus laurifolia	29.03776165	-81.32612658	1	10	10	96	Very Good					10	1/3 DBH	3.3	
5243	Laurel oak	Quercus laurifolia	29.03775324	-81.32619227	1	15	15	61	Poor					15	1/3 DBH	5.0	
5244	Laurel oak	Quercus laurifolia	29.03774221	-81.32620476	1	9	9	93	Good					9	1/3 DBH	3.0	
5245	Laurel oak	Quercus laurifolia	29.03780802	-81.3262832	1	12	12	82	Good								12
5246	Black cherry	Prunus serotina	29.03781902	-81.32628636	1	12	12	89	Good								12
5247	Laurel oak	Quercus laurifolia	29.03787939	-81.32633975	1	14	14	68	Poor					12	1/3 DBH	4.0	14
5248	Laurel oak	Quercus laurifolia	29.03787663	-81.326346	1	12	12	93	Good								12
5249	Laurel oak	Quercus laurifolia	29.03788482	-81.32637106	1	16	16	93	Good								16
5252	Laurel oak	Quercus laurifolia	29.03782748	-81.32619876	1	11	11	93	Good					11	1/3 DBH	3.7	
5253	Laurel oak	Quercus laurifolia	29.03781924	-81.32619561	1	19	19	75	Fair					19	1/3 DBH	6.3	
5254	Laurel oak	Quercus laurifolia	29.03768208	-81.32605122	1	15	15	79	Fair					15	1/3 DBH	5.0	
5255	Laurel oak	Quercus laurifolia	29.03760493	-81.32611044	1	12	12	82	Good					12	1/3 DBH	4.0	
5256	Laurel oak	Quercus laurifolia	29.03759668	-81.32611042	1	14	14	82	Good					14	1/3 DBH	4.7	
5257	Laurel oak	Quercus laurifolia	29.03760504	-81.32606663	1	13	13	89	Good					13	1/3 DBH	4.3	
5258	Black cherry	Prunus serotina	29.03761609	-81.32604789	1	11	11	93	Good					11	1/3 DBH	3.7	
5259	Laurel oak	Quercus laurifolia	29.0375307	-81.32610082	1	15	15	96	Very Good					15	1/3 DBH	5.0	
5260	Laurel oak	Quercus laurifolia	29.03752516	-81.32611645	1	14	14	86	Good					14	1/3 DBH	4.7	
5261	Laurel oak	Quercus laurifolia	29.03753089	-81.32602571	1	12	12	68	Poor					12	1/3 DBH	4.0	
5262	Laurel oak	Quercus laurifolia	29.03754191	-81.32601636	1	10	10	86	Good					10	1/3 DBH	3.3	
5263	Laurel oak	Quercus laurifolia	29.03755014	-81.32602577	1	25	25	82	Good					25	1/3 DBH	8.3	
5264	Black cherry	Prunus serotina	29.03749348	-81.32557496	1	15	15	0	Dead					15	0	0	
5265	Laurel oak	Quercus laurifolia	29.03748248	-81.32557493	1	17	17	86	Good					17	1/3 DBH	5.7	
5266	Laurel oak	Quercus laurifolia	29.0374797	-81.32558431	1	8	8	54	Very Poor					8	1/3 DBH	2.7	
5267	Laurel oak	Quercus laurifolia	29.03740801	-81.32566232	1	10	10	89	Good					10	1/3 DBH	3.3	
5268	Laurel oak	Quercus laurifolia	29.03747108	-81.32573762	1	19	19	71	Fair					19	1/3 DBH	6.3	
5269	Laurel oak	Quercus laurifolia	29.03747644	-81.32579397	1	13	13	86	Good					13	1/3 DBH	4.3	
5270	Laurel oak	Quercus laurifolia	29.03747365	-81.32581273	1	19	19	75	Fair					19	1/3 DBH	6.3	
5271	Laurel oak	Quercus laurifolia	29.0375367	-81.3258943	1	16	16	89	Good					16	1/3 DBH	5.3	
5272	Laurel oak	Quercus laurifolia	29.03754774	-81.32587869	1	19	19	82	Good					19	1/3 DBH	6.3	
5273	Laurel oak	Quercus laurifolia	29.03761372	-81.32589141	1	21	21	75	Fair					21	1/3 DBH	7.0	
5274	Laurel oak	Quercus laurifolia	29.03762726	-81.32597595	1	14	14	89	Good					14	1/3 DBH	4.7	
5275	Laurel oak	Quercus laurifolia	29.03767127	-81.32597296	1	18	18	71	Fair					18	1/3 DBH	6.0	
5276	Laurel oak	Quercus laurifolia	29.03769343	-81.32590731	1	12	12	89	Good					12	1/3 DBH	4.0	
5277	Laurel oak	Quercus laurifolia	29.03769919	-81.32580093	1	10	10	79	Fair					10	1/3 DBH	3.3	
5278	Laurel oak	Quercus laurifolia	29.03769937	-81.32579778	2	14, 18	32	75	Fair					32	1/3 DBH	10.7	
5279	Laurel oak	Quercus laurifolia	29.0377048	-81.325754	1	14	14	79	Fair					14	1/3 DBH	4.7	
5280	Black cherry	Prunus serotina	29.03769107	-81.3257477	1	9	9	0	Dead					9	0	0	
5281	Laurel oak	Quercus laurifolia	29.03762779	-81.32575689	1	17	17	64	Poor					16	1/3 DBH	5.3	
5282	Laurel oak	Quercus laurifolia	29.03762783	-81.32574124	1	14	14	82	Good					14	1/3 DBH	4.7	
5283	Laurel oak	Quercus laurifolia	29.0376251	-81.32573498	1	17	17	75	Fair					17	1/3 DBH	5.7	
5284	No Tree at This Location		29.0376196	-81.32573496										0	0	0	
5285	Laurel oak	Quercus laurifolia	29.03763351	-81.32566928	1	22	22	82	Good					22	1/3 DBH	7.3	
5286	* Camphor	Camphora officinarum	29.03754293	-81.32559702	2	7, 5	12	89	Good					0	0	0	
5287	Laurel oak	Quercus laurifolia	29.03762821	-81.32558477	1	13	13	93	Good					13	1/3 DBH	4.3	
5288	Laurel oak	Quercus laurifolia	29.03763098	-81.32557852	1	16	16	86	Good					16	1/3 DBH	5.3	
5289	Laurel oak	Quercus laurifolia	29.03769139	-81.32561314	1	13	13	82	Good					13	1/3 DBH	4.3	
5290	Laurel oak	Quercus laurifolia	29.03777375	-81.32567598	1	8	8	89	Good					8	1/3 DBH	2.7	
5291	Laurel oak	Quercus laurifolia	29.03772168	-81.32560071	1	11	11	89	Good					11	1/3 DBH	3.7	
5292	Laurel oak	Quercus laurifolia	29.03770813	-81.32551618	1	17	17	89	Good					17	1/3 DBH	5.7	
5293	Laurel oak	Quercus laurifolia	29.03770541	-81.32550365	1	12	12	68	Poor					12	1/3 DBH	4.0	
5294	Laurel oak	Quercus laurifolia	29.03768614	-81.32551298	1	7	7	89	Good					7	1/3 DBH	2.3	
5295	Laurel oak	Quercus laurifolia	29.03763945	-81.3254878	1	16	16	68	Poor					16	1/3 DBH	5.3	
5296	Laurel oak	Quercus laurifolia	29.03758719	-81.32548763	1	8	8	93	Good					8	1/3 DBH	2.7	
5297	Live oak	Quercus virginiana	29.03751834	-81.3255281	2	7, 6	13	86	Good					13	1/3 DBH	4.3	
5298	Black cherry	Prunus serotina	29.03755139	-81.32550943	1	11	11	89	Good					11	1/3 DBH	3.7	
5299	Laurel oak	Quercus laurifolia	29.03769205	-81.32534401	1	18	18	82	Good					18	1/3 DBH	6.0	
5300	Laurel oak	Quercus laurifolia	29.03770578	-81.32535031	1	23	23	75	Fair					23	1/3 DBH	7.7	
5301	Laurel oak	Quercus laurifolia	29.03770597	-81.32527208	1	12	12	82	Good					12	1/3 DBH	4.0	
5302	Laurel oak	Quercus laurifolia	29.0376977	-81.32528144	1	11	11	89	Good					11	1/3 DBH	3.7	
5303	Laurel oak	Quercus laurifolia	29.03769223	-81.3252689	1	13	13	96	Very Good					13	1/3 DBH	4.3	
5312	Laurel oak	Quercus laurifolia	29.03764271	-81.32527501	2	12, 15	27	68	Poor					27	1/3 DBH	9	
5313	Laurel oak	Quercus laurifolia	29.03756828	-81.32534675	1	25	25	86	Good					25	1/3 DBH	8.3	
5314	Laurel oak	Quercus laurifolia	29.03750227	-81.32534967	1	13	13	93	Good					13	1/3 DBH	4.3	
5315	Laurel oak	Quercus laurifolia	29.03749402	-81.32534965	1	12	12	96	Very Good					12	1/3 DBH	4.0	
5316	Laurel oak	Quercus laurifolia	29.03749399	-81.32536216	1	9	9	96	Very Good					9	1/3 DBH	3.0	
5317	Laurel oak	Quercus laurifolia	29.03748854	-81.32534337	2	19, 8	27	82	Good					27	1/3 DBH	9.0	
5323	Laurel oak	Quercus laurifolia	29.03777687	-81.32552265	1	25	25	86	Good					25	1/3 DBH	8.3	
5324	Laurel oak	Quercus laurifolia	29.03777416	-81.32550387	1	12	12	82	Good					12	1/3 DBH	4.0	
5325	Laurel oak	Quercus laurifolia	29.0378262	-81.32559165	1	19	19	93	Good					19	1/3 DBH	6.3	
5326	Laurel oak	Quercus laurifolia	29.03782619	-81.32559791	1	16	16	86	Good					16	1/3 DBH	5.3	
5327	Laurel oak	Quercus laurifolia	29.0378319	-81.32551031	1	14	14	89	Good					14	1/3 DBH	4.7	

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTA MONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYS. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



REVISION DESCRIPTION

NO. DATE

SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023

JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB

SHEET NO.
C2.15

TREE NO.	COMMON NAME	BOTANICAL NAME	LATITUDE	LONGITUDE	STEMS	ACTUAL DBH (inches)	ACTUAL TOTAL DBH (inches)	CONDITION RATING (%)	CONDITION RATING	CANOPY SPREAD North - South (feet)	CANOPY SPREAD East - West (feet)	SPECIMEN TREE	HISTORIC TREE	TO BE REMOVED (DBH)	REPLACEMENT RATIO	REPLACEMENT INCHES (DBH)	PRESERVED
S328	laurel oak	Quercus laurifolia	29.08783742	-81.32550407	1	10	10	96	Very Good					10	1/3 DBH	3.3	
S329	laurel oak	Quercus laurifolia	29.08776606	-81.32544125	1	12	12	68	Poor					12	1/3 DBH	4.0	
S330	laurel oak	Quercus laurifolia	29.08776335	-81.32542873	1	9	9	96	Very Good					9	1/3 DBH	3.0	
S331	laurel oak	Quercus laurifolia	29.087769	-81.32536636	1	9	9	98	Good					9	1/3 DBH	3.0	
S332	laurel oak	Quercus laurifolia	29.08778554	-81.32536056	1	16	16	82	Good					16	1/3 DBH	5.3	
S333	laurel oak	Quercus laurifolia	29.08783795	-81.32528501	1	16	16	80	Good					16	1/3 DBH	5.3	
S334	laurel oak	Quercus laurifolia	29.08784622	-81.32527565	1	16	16	98	Good					16	1/3 DBH	5.3	
S335	laurel oak	Quercus laurifolia	29.08782807	-81.32527558	1	7	7	79	Fair					7	1/3 DBH	2.3	
S336	laurel oak	Quercus laurifolia	29.08784802	-81.32529443	1	12	12	68	Poor					12	1/3 DBH	4.0	
S337	laurel oak	Quercus laurifolia	29.08785446	-81.3252788	1	11	11	82	Good					11	1/3 DBH	3.7	
S338	laurel oak	Quercus laurifolia	29.08790806	-81.32528209	1	10	10	98	Good					10	1/3 DBH	3.3	
S339	laurel oak	Quercus laurifolia	29.08791774	-81.32528961	1	7	7	79	Fair					7	1/3 DBH	2.3	
S340	laurel oak	Quercus laurifolia	29.08791772	-81.325279	1	11	11	64	Poor					11	1/3 DBH	3.7	
S341	laurel oak	Quercus laurifolia	29.08791493	-81.32529464	1	16	16	82	Good					16	1/3 DBH	5.3	
S342	laurel oak	Quercus laurifolia	29.08790802	-81.32536031	1	14	14	75	Fair					14	1/3 DBH	4.7	
S343	laurel oak	Quercus laurifolia	29.08789827	-81.3253608	1	11	11	82	Good					11	1/3 DBH	3.7	
S344	laurel oak	Quercus laurifolia	29.08784809	-81.32536953	1	12	12	98	Good					12	1/3 DBH	4.0	
S345	laurel oak	Quercus laurifolia	29.08785151	-81.32536329	1	17	17	68	Poor					17	1/3 DBH	5.7	
S346	laurel oak	Quercus laurifolia	29.08784055	-81.3253476	1	12	12	80	Good					12	1/3 DBH	4.0	
S347	laurel oak	Quercus laurifolia	29.08783482	-81.32544147	1	15	15	82	Good					15	1/3 DBH	5.0	
S348	laurel oak	Quercus laurifolia	29.08790859	-81.32543543	1	16	16	82	Good					16	1/3 DBH	5.3	
S349	laurel oak	Quercus laurifolia	29.08790064	-81.32551678	1	17	17	82	Good					17	1/3 DBH	5.7	
S350	laurel oak	Quercus laurifolia	29.08790593	-81.32560442	1	7	7	64	Poor					7	1/3 DBH	2.3	
S351	laurel oak	Quercus laurifolia	29.08794165	-81.32561705	1	13	13	79	Fair					13	1/3 DBH	4.3	
S352	laurel oak	Quercus laurifolia	29.08784811	-81.3256324	1	11	11	75	Fair					10	1/3 DBH	3.3	
S353	laurel oak	Quercus laurifolia	29.08788028	-81.32566383	1	20	20	68	Poor					20	1/3 DBH	6.7	
S354	laurel oak	Quercus laurifolia	29.08795541	-81.32561084	1	22	22	86	Good					22	1/3 DBH	7.3	
S355	laurel oak	Quercus laurifolia	29.08797091	-81.32561080	1	10	10	80	Good					10	1/3 DBH	3.3	
S356	laurel oak	Quercus laurifolia	29.08797473	-81.32558586	1	15	15	68	Poor					15	1/3 DBH	5.0	
S357	laurel oak	Quercus laurifolia	29.08797762	-81.32552641	1	17	17	75	Fair					17	1/3 DBH	5.7	
S358	laurel oak	Quercus laurifolia	29.08797179	-81.32566409	1	11	11	82	Good					11	1/3 DBH	3.7	
S359	laurel oak	Quercus laurifolia	29.0379359	-81.3257208	1	10	10	64	Poor					10	1/3 DBH	3.3	
S360	laurel oak	Quercus laurifolia	29.08790558	-81.32574837	1	15	15	80	Good					15	1/3 DBH	5.0	
S361	laurel oak	Quercus laurifolia	29.08789459	-81.32574208	1	17	17	82	Good					17	1/3 DBH	5.7	
S362	laurel oak	Quercus laurifolia	29.08788008	-81.32574832	1	14	14	96	Very Good					14	1/3 DBH	4.7	
S363	laurel oak	Quercus laurifolia	29.08788005	-81.32575771	1	12	12	98	Good					12	1/3 DBH	4.0	
S364	laurel oak	Quercus laurifolia	29.0378972	-81.32580455	1	12	12	98	Good					12	1/3 DBH	4.0	
S365	laurel oak	Quercus laurifolia	29.08788801	-81.32581717	1	12	12	96	Very Good					12	1/3 DBH	4.0	
S366	laurel oak	Quercus laurifolia	29.08789163	-81.32582969	1	11	11	82	Good					11	1/3 DBH	3.7	
S367	laurel oak	Quercus laurifolia	29.08789169	-81.32580466	1	16	16	80	Good					16	1/3 DBH	5.3	
S368	laurel oak	Quercus laurifolia	29.0379081	-81.32584226	2	13, 11	24	79	Fair					24	1/3 DBH	8.0	
S369	Black cherry	Prunus serotina	29.08780645	-81.32579813	1	8	8	98	Good					8	1/3 DBH	2.7	
S370	*Camphor	Camphora officinarum	29.08778162	-81.32582935	1	7	7	75	Fair					0	0	0	
S371	laurel oak	Quercus laurifolia	29.08777046	-81.32589836	1	25	25	86	Good					25	1/3 DBH	8.3	
S372	laurel oak	Quercus laurifolia	29.08777044	-81.32590442	1	15	15	98	Good					15	1/3 DBH	5.0	
S373	laurel oak	Quercus laurifolia	29.08781992	-81.32591396	1	20	20	80	Good					20	1/3 DBH	6.7	
S374	laurel oak	Quercus laurifolia	29.08783645	-81.32590015	2	12, 21	33	75	Fair					33	1/3 DBH	11.0	
S375	laurel oak	Quercus laurifolia	29.08783627	-81.3259766	1	16	16	80	Good					16	1/3 DBH	5.3	
S376	laurel oak	Quercus laurifolia	29.08776751	-81.32597952	1	13	13	80	Good					13	1/3 DBH	4.3	
S377	laurel oak	Quercus laurifolia	29.08776796	-81.3260421	3	14, 12, 8	34	64	Poor					34	1/3 DBH	11.3	
S378	laurel oak	Quercus laurifolia	29.08773162	-81.32608573	1	12	12	98	Good					12	1/3 DBH	4.0	
	* Nuisance Tree												TOTALS	12,450		3,841	2,694

- Tree protection area:
 - Site Square Footage: **641,254 SF**
 - Tree Protection Area Required (15%): **96,188 SF**
 - Tree Protection Area proposed: **98,479 SF**
 - Tree Protection Area percentage proposed: **15.4%**
 - Minimum Tree Coverage:
 - Tree Coverage Factor: **1 tree per 2,500 SF of lot area (641,254 SF lot area)**
 - Number of trees required (641,254÷2,500): **257 (1,539" DBH total)**
 - Specimen DBH inches after development (preserved): **203**
 - Historic DBH inches after development (preserved): **52**
 - Non-specimen DBH inches after development (preserved): **2,491**
 - Total DBH inches after development (preserved): **2,694**
 - Minimum Total DBH inches Required: **3,841**
 - Minimum Tree Coverage Deficit: **0**
- Specimen Tree Preservation:
 - Number of Specimen Trees before development: **20**
 - Per Acre Minimum Specimen Trees Required: **100%**
 - Specimen Trees after (preserved): **11**
 - Number of Required Specimen Trees: **20**
 - Specimen Trees per acre before: **1.4**
 - Specimen Tree Number Deficiency: **9**
 - Tree Replacement:
 - Total DBH inches of Historic Removals: **0**
 - Historic Tree Replacement Inches: **0**
 - Total DBH inches of Specimen Tree Removals: **131**
 - Specimen Tree replacement Inches (50% specimen DBH removed): **64**
 - Number of Deteriorated Laurel Oak Removals greater than 20 inches (Fair-Dead Ratings): **45 (1,320 DBH)**
 - Deteriorated Laurel Oaks replacement DBH inches (1/3 total DBH): **440**
 - Number of DBH inches of all other Protected Tree Removals: **12,319 (not ind historic or specimen trees)**
 - Total DBH inches: of Proposed Trees: **446 DBH Trees + 416 DBH Palms (palms = 11% of total replacement DBH required)**
 - Total DBH Protected Tree Replacement inches: **3,841**

TREE/TOPOGRAPHIC SURVEY PROVIDED BY:
ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTAMONTE SPRINGS, FL 32716
PHONE: (407) 834-4003
CONTACT: ROBERT ELLIS P.L.S.
DATED: 10/10/2022

CESO PROVIDES NO GUARANTEE TO THE ACCURACY OF THE SURVEY
PROVIDED BY ELLIS SURVEYING. CONTRACTOR TO VERIFY EXISTING
CONDITIONS PRIOR TO BID AND CONSTRUCTION.



CESO
WWW.CESOINC.COM

REVISION DESCRIPTION

NO. DATE

• • • • •

• • • • •

SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

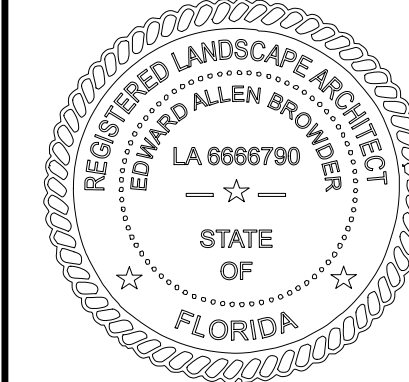
TREE
DISPOSITION
LIST

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023
JOB NO.: 761391
DESIGN: TH
DRAWN: TH
CHECKED: EAB
SHEET NO.
C2.16

REVISION DESCRIPTION

DATE

NO.



**SPRING GARDEN
TOWNHOMES
DELAND, FL**

610 N SPRING GARDEN AVENUE, DELAND, FL

**SWPPP PLAN
PHASE 3**

ISSUE: NOT FOR CONSTRUCTION	
DATE: 02/15/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO. C3.0	

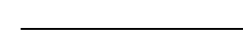
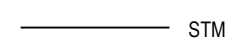
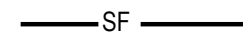
FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE

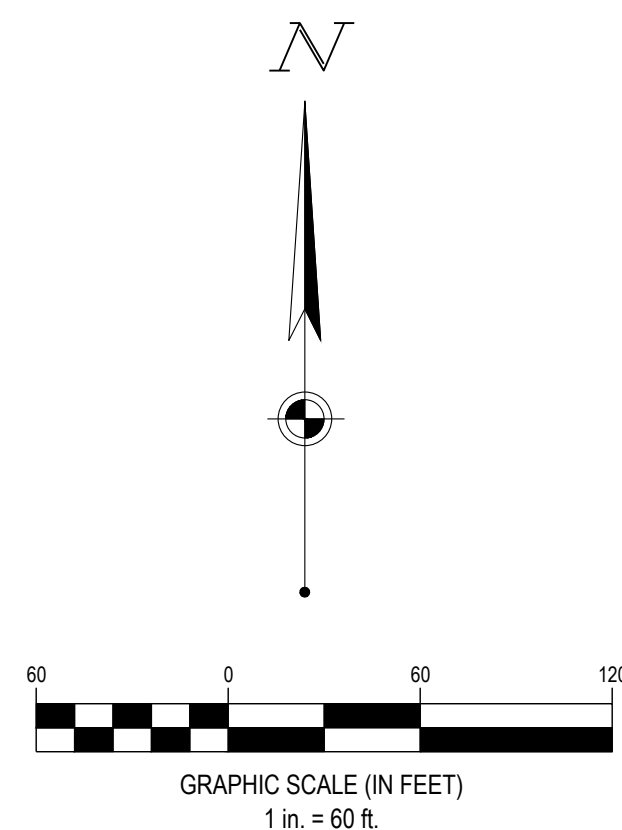
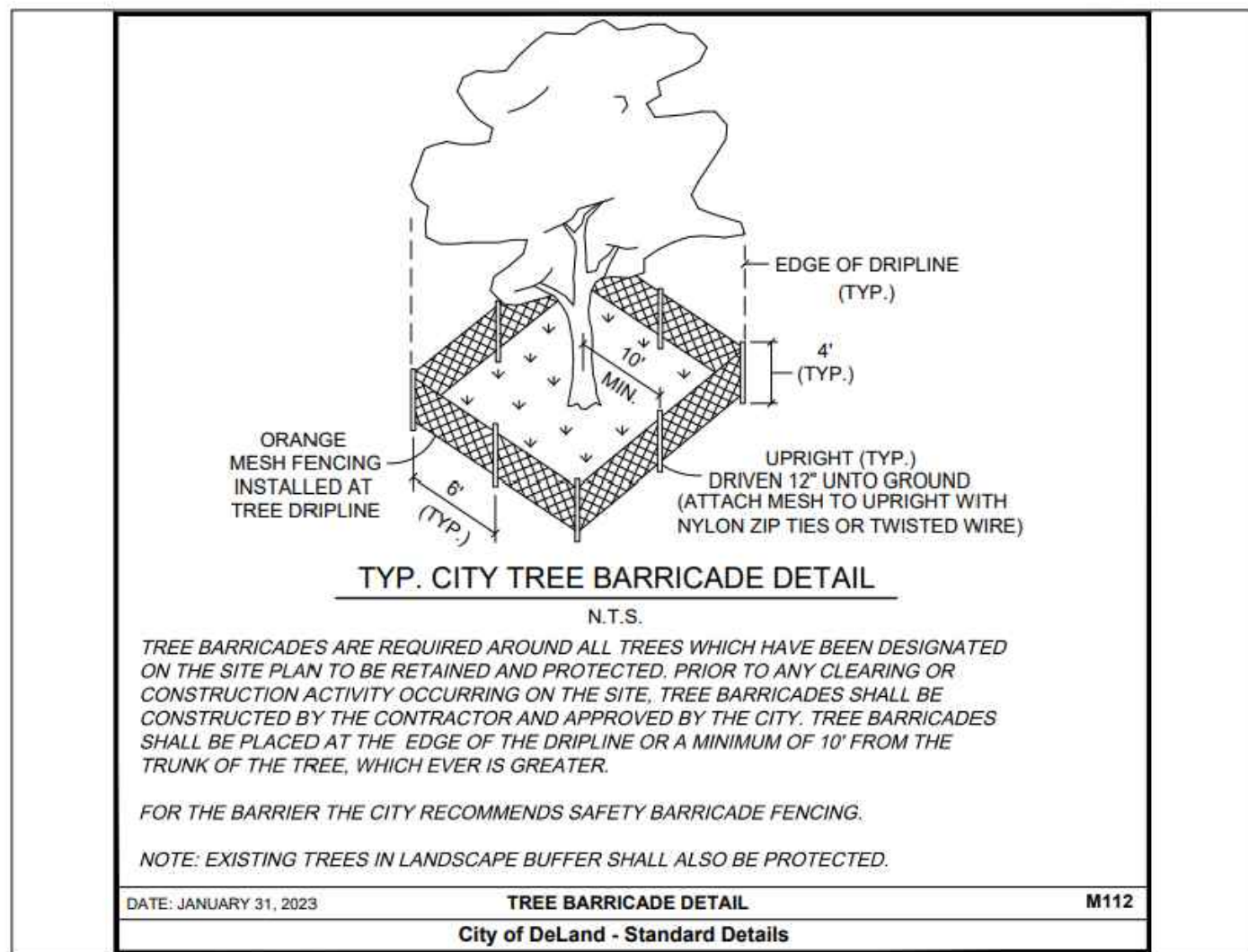
EROSION CONTROL PLAN LEGEND

EXISTING

REFER TO C2.0 FOR EXISTING FEATURES LEGEND

PROPOSED

	MAJOR CONTOUR
	MINOR CONTOUR
	PAVEMENT/WALK
	STORM SEWER
	SILT FENCE
	LIMIT OF DISTURBANCE
	TREE PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE
	EQUIPMENT STORAGE AREA
	CATCH BASIN SEDIMENT FILTER
	STORM MANHOLE
	FDOT TYPE "C" CATCH BASIN
	FDOT TYPE "D" CATCH BASIN
	FDOT TYPE "F" CATCH BASIN
	FDOT TYPE "G" CATCH BASIN
	FDOT MITERED END SECTION: RCP 4 TO 1 SLOPE
	STABILIZED CONSTRUCTION ENTRANCE
	CONCRETE WASHOUT AREA
	INLET PROTECTION
	RIPRAP
	PERMANENT GRASS STABILIZATION



GENERAL NOTES:

- NO CONSTRUCTION MATERIAL OR EQUIPMENT TO BE STORED IN RETENTION BASINS AT ANY TIME.
- POND-10 TO BE GRADED TO 2' ABOVE PROPOSED BOTTOM ELEVATION UNTIL INITIAL LIFE OF PAVEMENTS ARE INSTALLED, AT WHICH POINT FINAL EXCAVATION CAN TAKE PLACE. PIPE DISCHARGE LOCATION SHALL BE "SUMPED" AT FINAL GRADE WITH 3:1 MAX. GRADING UNTIL FINAL RETENTION BASIN EXCAVATION. STORM PIPES SHALL BE CLEANED AND SEDIMENT REMOVED FROM SYSTEM BEFORE FINAL APPROVAL CAN BE ISSUED.

REFER TO SHEET C3.1 FOR EROSION CONTROL NOTES

BENCHMARKS

	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

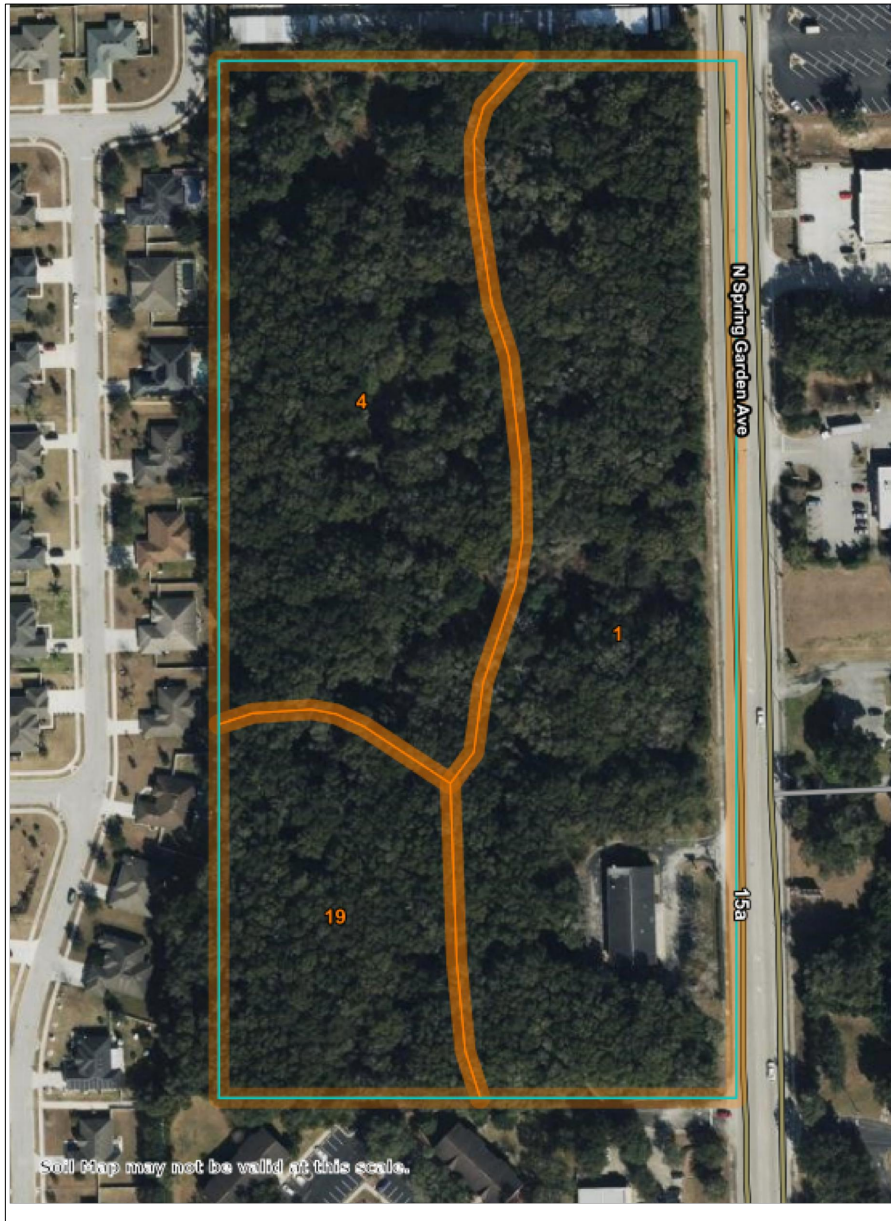
*VERTICAL DATUM: NAVD88
**HORIZONTAL DATUM: NAD83
REFER TO SITE PLAN FOR BENCHMARK LOCATIONS



SITE ADDRESS:	610 NORTH SPRING GARDEN AVENUE DELAND, FLORIDA 32720
EXISTING SITE CONDITIONS:	THE EXISTING SITE CONSISTS OF UNDEVELOPED LAND. THE SUBJECT PARCEL IS LOCATED WITHIN "ZONE X" (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM).
PROJECT DESCRIPTION:	THE PROJECT CONSISTS OF 90 TOWNHOMES, ROADWAY ASPHALT PAVEMENT, 45 PARKING STALLS, AND OPEN SPACE CONSTRUCTION.
TOTAL SITE AREA:	14.72 ACRES PRE-CONSTRUCTION IMPERVIOUS ACREAGE = 0.00 ACRES
DISTURBED AREA:	10.97 ACRES POST-CONSTRUCTION IMPERVIOUS ACREAGE = 5.22 ACRES
SITE DRAINS TO:	THE SITE DRAINS TO AN FIVE (5) DRY RETENTION POND AND INFILTRATES INTO THE GROUND.
SITE BMP'S:	FINAL LOCATIONS OF ALL SITE BMP'S INCLUDE STORMWATER RETENTION. IF FINAL LOCATION OF BMP'S DIFFER FROM THE LOCATIONS SHOWN, CONTRACTOR SHALL MODIFY SWPPP AND INFORM FLORIDA PUBLIC UTILITIES OF NEW LOCATION OF BMP'S.
ADJACENT AREAS:	NORTH: COMMERCIAL SOUTH: RESIDENTIAL EAST: COMMERCIAL WEST: RESIDENTIAL
SOILS ON SITE:	1 - APOPKA FINE SAND, 0 TO 5 PERCENT SLOPES. 4 - ASTATULA FINE SAND, 0 TO 5 PERCENT SLOPES. 19 - DELAND FINE SAND, 0 TO 5 PERCENT SLOPES.
	REFER TO THIS SHEET FOR SOILS MAP BOUNDARIES.
EROSION AND SEDIMENT CONTROL MEASURES:	PROVIDE INLET PROTECTION OF ALL NEW AND EXISTING DRAINAGE STRUCTURES INDICATED ON THIS PLAN. ALL TRENCH OR EXCAVATION GROUNDWATER CONTAINING SEDIMENT MUST BE EFFECTIVELY TREATED PRIOR TO DISCHARGE INTO THE STORM SEWER SYSTEM. USE ANY MEANS NECESSARY AND ACCEPTABLE TO THE JURISDICTION TO CONTROL DUST ON THE SITE AND PREVENT TRACKING SOIL OFF SITE.
CRITICAL AREAS:	N/A
JURISDICTION:	ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF THE CITY OF DELAND AND FDEP.
INSPECTIONS:	INSPECTIONS OF OUTFALLS/EPSC MEASURES SHALL BE PERFORMED AT LEAST TWICE WEEKLY AND AT LEAST 72 HOURS APART. COORDINATION OF THESE INSPECTIONS IS THE RESPONSIBILITY OF THE OWNER'S REPRESENTATIVE. DOCUMENT INSPECTIONS WEEKLY AND SUBMIT INSPECTION REPORT MONTHLY. A COPY OF THIS SWPPP AND INSPECTION REPORT IS TO BE MADE AVAILABLE ON SITE AT ALL TIMES. ON-SITE SWPPP IS TO BE LOCATED IN THE JOB TRAILER. A RAINFALL GAUGE SHALL BE PROVIDED ONSITE AND A LOG OF DAILY PRECIPITATION AMOUNTS RECORDED AND KEPT IN THE JOB TRAILER. SITE ESC INSPECTION SHALL OCCUR AFTER ANY STORM EVENT WITH GREATER THAN 1" OF RAINFALL ONSITE IN A 24-HOUR PERIOD. OUTFALLS/EPSC AND OTHER PROTECTIVE MEASURES SHALL BE REPAIRED, REPLACED OR MODIFIED WITHIN 7 DAYS ACCORDING TO THE NEEDS IDENTIFIED IN THE INSPECTION REPORT.
SCHEDULE:	CONSTRUCTION ESTIMATED START DATE: 04/01/2023 CONSTRUCTION ESTIMATED COMPLETION DATE: 12/01/2023

OWNER/DEVELOPER DDC MANAGEMENT
1323 BROOKHAVEN DR
ORLANDO, FL 32803
CONTACT: CLAYTON SEARS
EMAIL: CLAYTON.SEARS@DDCMGMT.COM

ENGINEER/PLAN DESIGNER CESO, INC.
1323 BROOKHAVEN DR
ORLAND, FL 32803
CONTACT: GARRETT GEORGE, P.E.
PHONE: (407)-670-2987
E-MAIL: GARRETT.GEORGE@CESOINC.COM



SOILS MAP

NTS

SITE EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) SHALL BE CHECKED AND IF NECESSARY, REPAIRED WEEKLY AND WITHIN 24 HOURS AFTER EACH RAINFALL GREATER THAN 1". IN THE EVENT OF CONTINUOUS RAINFALL, EROSION CONTROLS SHALL BE CHECKED DAILY.

REMOVE TRAPPED SEDIMENT FROM SEDIMENT CONTROLS AT OR BEFORE 50% OF DESIGN CAPACITY

ALL AREAS TO REMAIN BARE GREATER THAN 7 DAYS MUST BE TEMPORARILY STABILIZED.

THERE SHALL BE NO DIRT, DEBRIS, OR STORAGE OF MATERIALS IN THE STREET.

GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STONE LAYER OF THE CONSTRUCTION ENTRANCE.

STRAW BALES SHALL NOT BE USED AS A FORM OF EROSION CONTROL.

ALL EPSC PROPOSED MUST BE INSTALLED TO CONTROL RAINFALL AND RUNOFF FOR THE 2-YR, 24-HOUR STORM EVENT.

QUALITY ASSURANCE INSPECTION OF EROSION AND SEDIMENT CONTROLS SHALL BE PERFORMED WITHIN ONE MONTH OF CONSTRUCTION COMMENCING PER SECTION 6 OF THE STATE OF OHIO NPDES PERMIT GUIDELINES.

1. ALL EROSION AND SEDIMENTATION CONTROL SHALL BE PERFORMED ACCORDING TO: SWPPP AND DETAIL PLANS; ACCORDING TO THE LATEST EPA AUTHORIZATION FOR CONSTRUCTION ACTIVITY UNDER THE "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM" (NPDES); ANY AND ALL REQUIRED PERMITS, REPORTS, AND RELATED DOCUMENTS SEE THIS SHEET FOR SWPPP RULES AND REGULATIONS. ALL CONTRACTORS AND SUBCONTRACTORS MUST BECOME FAMILIAR WITH ALL OF THE ABOVE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED IN THE FIELD BY THE INSPECTOR.
2. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AND GRADE CHANGES TO THE SITE AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
3. CONTRACTOR SHALL MINIMIZE CLEARING AND DISTURBANCE TO THE ENVIRONMENT TO THE MAXIMUM EXTENT POSSIBLE OR AS REQUIRED BY THE GENERAL PERMIT. DO NOT DISTURB AREA OUTSIDE OF THE LIMITS OF DISTURBANCE (L.O.D.).
4. SEDIMENT STRUCTURE AND PERIMETER SEDIMENT BARRIERS SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING WITHIN SEVEN (7) DAYS FROM THE START OF CLEARING AND GRUBBING, AND SHALL CONTINUE TO FUNCTION UNTIL THE SLOPE DEVELOPMENT AREA IS RE-STABILIZED.
5. SOIL STABILIZATION:

- PERMANENT SOIL STABILIZATION OF DISTURBED AREAS BY MEANS OF VEGETATION, LANDSCAPE TYPE, MULCHING, MATTING, SOD, RIP RAP, AND OTHER APPROVED LANDSCAPING TECHNIQUES TO BE APPLIED AS FOLLOWS:
 - WITHIN SEVEN (7) DAYS OF ANY AREA THAT WILL BE DORMANT FOR ONE (1) YEAR OR MORE.
 - WITHIN TWO (2) DAYS OF ANY AREA WITHIN 50 FEET OF A STREAM AT FINAL GRADE.
 - WITHIN SEVEN (7) DAYS FOR ANY OTHER AREA AT FINAL GRADE.
- TEMPORARY SOIL STABILIZATION OF DISTURBED AREAS BY MEANS OF TEMPORARY VEGETATION, MULCHING, GEOTEXTILES, SOD, PRESERVATION OF EXISTING VEGETATION, AND OTHER APPROVED TECHNIQUES TO BE APPLIED AS FOLLOWS:
 - WITHIN TWO (2) DAYS OF ANY AREA WITHIN 50 FEET OF A STREAM NOT AT FINAL GRADE, WITHIN SEVEN (7) DAYS OF ANY AREA THAT WILL BE DORMANT FOR MORE THAN FOURTEEN (14) DAYS, BUT LESS THAN ONE (1) YEAR.

- TEMPORARY SEEDING, MULCHING, AND FERTILIZER SPECIFICATIONS:
SEEDING: PERENNIAL BAHIA AT 0.69 #/1,000 S.F.
MULCHING: STRAW MATERIAL SHALL BE UNROTTED SMALL GRAIN STRAW APPLIED AT A RATE OF TWO (2) TON/ACRE, OR 80-100 POUNDS PER 1,000 S.F. MULCH MATERIALS SHALL BE RELATIVELY FREE OF ALL KINDS OF WEEDS AND SHALL BE FREE OF PROHIBITIVE NOXIOUS WEEDS. MULCH SHALL BE SPREAD UNIFORMY BY HAND OR MECHANICAL MEANS.
FERTILIZER: APPLY FERTILIZER AT HALF THE RATE OF PERMANENT APPLICATION AND AS PER STATE DOT SPECIFICATIONS. IF PROJECT CONDITIONS PREVENT FERTILIZING THE SOIL, THEN THIS ITEM MAY BE WAIVED.

- TEMPORARY EROSION CONTROL MATERIALS SHALL BE PER FDOT SPECIFICATIONS 981 AND 982, 983, 985 AND 987, LATEST EDITION. THIS INCLUDES SEED, SOD, MULCH, FERTILIZER, WATERING AND GEOSYNTHETIC MATERIALS.

- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION. ALL SLOPES 3:1 OR GREATER THAN 3:1 SHALL BE SODDED, AS SPECIFIED IN THE PLANS.

6. NO SOLID (OTHER THAN SEDIMENT) OR LIQUID WASTE, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED IN STORM WATER RUNOFF. ALL NON-SEDIMENT POLLUTANTS MUST BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES. WASH OUT OF CEMENT TRUCKS SHOULD OCCUR IN DESIGNATED PIT OR DIKED AREAS, WHERE WASHINGS CAN BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE WHEN THEY HARDEN. STORAGE TANKS SHOULD ALSO BE LOCATED IN PIT OR DIKED AREAS. IN ADDITION, SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS TO CLEAN AND CONTAIN FUEL AND CHEMICAL SPILLS MUST BE KEPT ON SITE.

7. IF THE ACTION OF VEHICLES TRAVELING OVER THE STABILIZED CONSTRUCTION EXIT DOES NOT SUFFICIENTLY REMOVE MOST OF THE DIRT AND MUD, THEN THE TIRES MUST BE WASHED BEFORE VEHICLES ENTER A PUBLIC ROAD. PROVISIONS MUST BE MADE TO INTERCEPT THE WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

8. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DISPOSED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE SITE THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

9. DUST CONTROL USING APPROVED MATERIALS MUST BE PERFORMED AT ALL TIMES. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION IS PROHIBITED.

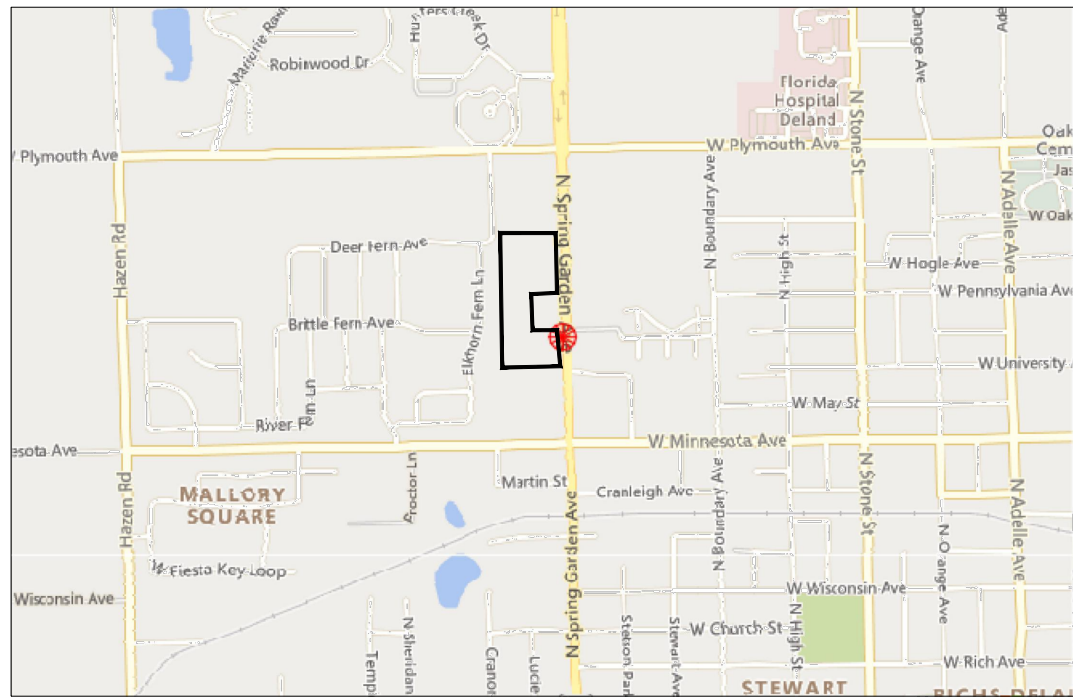
10. ON-SITE AND OFF-SITE STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION BY THE USE OF BEST MANAGEMENT PRACTICES. THESE AREAS MUST BE SHOWN IN THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS. AT A MINIMUM, A SILT FENCE IS TO BE PLACED AT PERIMETER OF STOCKPILE AREA TO PREVENT SOIL FROM LEAVING THE STOCKPILE AREA.

11. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED ONTO THE ROADWAYS OR INTO THE STORM SEWERS MUST BE REMOVED IMMEDIATELY.

12. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH DAY; THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR ASPHALT FOR ROAD CONSTRUCTION.

13. THE LAST LAYER OF SOIL INCLUDING TOP SOIL, SHALL BE COMPACTED TO 80% - 85% OF THE MAXIMUM STANDARD PROCTOR DENSITY, IN AREAS OUTSIDE THE PARKING LOT THAT WILL RECEIVE VEGETATION. THIS IS PARTICULARLY IMPORTANT IN CUT SLOPE AND EMBANKMENT AREAS. IN PAVEMENT AND ISLAND AREAS, IT IS RECOMMENDED THAT THE SOIL BE COMPACTED TO 98% AND 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY RESPECTIVELY. THE LAST COMPACTED LAYER MAY BE SCARIFIED TO IMPROVE THE SOIL GROWTH CHARACTERISTICS.

14. IN THE EVENT THAT HIGH GROUND WATER IS ENCOUNTERED, CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND IMPLEMENTING A PLAN TO CONTROL BOTH SURFACE AND GROUND WATER DURING THE COURSE OF CONSTRUCTION



VICINITY MAP

ALL DEWATERING ACTIVITIES SHALL PASS THROUGH A BMP SYSTEM PRIOR TO LEAVING THE SITE

FILTER BARRIERS, INCLUDING BUT NOT LIMITED TO SILT FENCE AND INLET PROTECTION, SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY HALF THE HEIGHT OF THE BARRIER.

IF THE FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE, AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED.

1. ALL CONTROL MEASURES STATED IN THE SWPPP SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL TEMPORARY OR PERMANENT STABILIZATION OF THE SITE IS ACHIEVED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED BY A QUALIFIED PERSON IN ACCORDANCE TO THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED ACCORDING TO THE FOLLOWING:
 - A. INLET PROTECTION DEVICES AND CONTROLS SHALL BE REPAIRED OR REPLACED WHEN THEY SHOW SIGNS OF UNDERMINING AND OR DETERIORATION.
 - B. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STANDING OF GRASS IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEED AS NEEDED.
 - C. SILT FENCES AND CHECK DAMS SHOULD BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED. SEDIMENT ACCUMULATION MUST BE REMOVED WHEN SEDIMENT HEIGHT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE OR CHECK DAM.
 - D. OUTLET STRUCTURES IN SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT MUST BE REMOVED FROM BASINS AND OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 40%.
 - E. MINIMIZE OFF-SITE SEDIMENT TRACKING OF VEHICLES BY THE USE OF STONE MATERIAL IN ALL CONSTRUCTION ENTRANCES, ALONG WITH REGULARLY SCHEDULED SWEEPING/GOOD HOUSEKEEPING. STABILIZED CONSTRUCTION ENTRANCES TO BE PROPERLY MAINTAINED BY GENERAL CONTRACTOR AND IN GOOD WORKING ORDER AT ALL TIMES; THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE STONE AS CONDITIONS DEMAND.
 - F. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE) BY GENERAL CONTRACTOR. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
2. CONTRACTORS AND SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ALL SEDIMENT FROM THE SITE, INCLUDING DETENTION BASINS AND STORM SEWER SYSTEMS. SEDIMENT DEPOSITION DURING SITE STABILIZATION MUST ALSO BE REMOVED.
3. ALL RIP RAP MUST BE PLACED OVER GEOTEXTILE FILTER.
4. STONE CONSTRUCTION EXIT TO BE MAINTAINED BY GENERAL CONTRACTOR UNTIL SITE HAS BEEN PAVED OR IS NO LONGER REQUIRED.

1. CONTAINERS SHALL BE AVAILABLE FOR DISPOSAL OF DEBRIS, TRASH, HAZARDOUS OR PETROLEUM WASTES. ALL CONTAINERS MUST BE COVERED AND LEAK-PROOF. ALL WASTE MATERIAL SHALL BE DISPOSED OF AT FACILITIES APPROVED FOR THE PERTINENT MATERIAL.
2. BRICKS, HARDENING CONCRETE AND SOIL WASTE SHALL BE FREE FROM CONTAMINATION WHICH MAY LEACH CONSTITUENTS TO WATERS OF THE STATE.
3. CLEAN CONSTRUCTION WASTES THAT WILL BE DISPOSED INTO THE PROPERTY SHALL BE SUBJECT TO ANY LOCAL PROHIBITIONS FROM THIS TYPE OF DISPOSAL.
4. ALL CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) WASTE SHALL BE DISPOSED OF IN AN APPROVED C&DD LANDFILL. CONSTRUCTION DEBRIS MAY BE DISPOSED OF ON-SITE, BUT DEMOLITION DEBRIS MUST BE DISPOSED OF IN AN APPROVED LANDFILL. ALSO, MATERIALS WHICH CONTAIN ASBESTOS MUST COMPLY WITH AIR POLLUTION REGULATIONS.
5. AREA SHALL BE DESIGNATED BY CONTRACTOR AND SHOWN ON SWPPP MAP FOR MIXING OR STORAGE OF COMPOUNDS SUCH AS FERTILIZERS, LIME ASPHALT, OR CONCRETE, THESE DESIGNATED AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS, OR OTHER STORMWATER DRAINAGE AREA.
6. EQUIPMENT FUELING & MAINTENANCE SHALL BE IN DESIGNATED AREAS ONLY.
7. A SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED FOR SITES WITH ONE ABOVE-GROUND STORAGE TANK OF 660 GALLONS OR MORE, TOTAL ABOVE-GROUND STORAGE OF 1,330 GALLONS OR BELOW-GROUND STORAGE OF 4,200 GALLONS OF FUEL.
8. ALL DESIGNATED CONCRETE WASHOUT AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS OR OTHER STORMWATER DRAINAGE AREAS.
9. ALL CONTAMINATED SOIL MUST BE TREATED AND/OR DISPOSED OF IN AN APPROVED SOLID WASTE MANAGEMENT FACILITY OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES.
10. THE CONTRACTOR SHALL CONTACT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP, THE LOCAL FIRE DEPARTMENT AND THE LOCAL EMERGENCY PLANNING COMMITTEE IN THE EVENT OF A PETROLEUM SPILL (>25 GALLONS) OR THE PRESENCE OF SHEEN.
11. OPEN BURNING IS NOT PERMITTED ON THE SITE.

UNLESS NOTED OTHERWISE, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROL MEASURES IN STRICT ACCORDANCE WITH THE SWPPP THROUGHOUT THE DURATION OF THE PROJECT.

- 1) INSTALL ALL TEMPORARY EROSION CONTROL MEASURES AS SHOWN.
- 2) INSTALL SEDIMENT BASIN AND TEMPORARY STAND PIPE.
- 3) ENSURE POSITIVE DRAINAGE FROM SITE TO BASIN DURING ALL PHASES OF CONSTRUCTION. STORM DITCHES OR BERMS MAY BE NECESSARY PRIOR TO STORM STRUCTURE CONSTRUCTION.
- 4) CONSTRUCT TEMPORARY PARKING AND STORAGE AREA.
- 5) PERFORM CLEARING AND GRUBBING AS NECESSARY.
- 6) BEGIN GRADING THE SITE. MAKING SURE THAT EROSION CONTROL MEASURES ARE IN PLACE AND WORKING PROPERLY THROUGHOUT GRADING OPERATIONS.
- 7) APPLY TEMPORARY SOIL STABILIZATION WITHIN (7) SEVEN DAYS OF EXCAVATION.
- 8) BEGIN TEMPORARY CONSTRUCTION OF ALL STORM SEWER AND UNDERGROUND UTILITIES. INSTALL INLET PROTECTION CONCURRENT WITH CONSTRUCTION AND PROPOSED STORM STRUCTURES.
- 9) FINE GRADING AND ENTRY DRIVE SUB GRADE PREPARATION.
- 10) BEGIN CONSTRUCTION OF PARKING LOT, DRIVES, AND SIDEWALKS.
- 11) PERMANENTLY SEED REMAINDER OF PREVIOUS AREAS. PERMANENT SEEDING SHALL BE INSTALLED WITHIN (7) SEVEN DAYS OF COMPLETION OF FINAL GRADING IN UNPAVED AREAS.
- 12) REMOVE TEMPORARY EROSION CONTROL MEASURES AFTER SITE ACHIEVES "FINAL STABILIZATION."
- 13) REFER TO LANDSCAPE PLAN FOR LIMITS OF SEEDING.

1. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE REQUIRED AS IDENTIFIED WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND LOCAL JURISDICTION INSPECTOR.
2. CONTRACTOR SHALL REVIEW THE COMPLETE DRAWING SET AND NOTIFY THE DESIGN PROFESSIONAL IN WRITING PRIOR TO CONSTRUCTION IF ANY DISCREPANCIES ARE FOUND WITHIN THE DRAWINGS OR WITH ACTUAL FIELD CONDITIONS.
3. ALL STORMWATER POLLUTION PREVENTION PLANS, NOTES AND DETAILS SHALL COMPLY WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).
4. CONTRACTOR IS RESPONSIBLE TO MAINTAIN EROSION CONTROL MEASURES UNTIL ADEQUATE RE-VEGETATION AND STABILIZATION ARE ACHIEVED.
5. CONTRACTOR SHALL PROVIDE AND POST NOTICE OF INTENT (NOI) WITH PROJECT DESCRIPTION AND CONTACT NUMBERS.
6. CONTRACTOR SHALL MODIFY THE SEQUENCE OF CONSTRUCTION BASED ON MEANS AND METHODS. ALL EROSION AND SEDIMENT CONTROL MEASURES FROM THE BEGINNING OF EARTH DISTURBING ACTIVITIES TO THE FINAL COMPLETION OF THE PROJECT ARE THE RESPONSIBILITY OF THE SITE WORK CONTRACTOR.

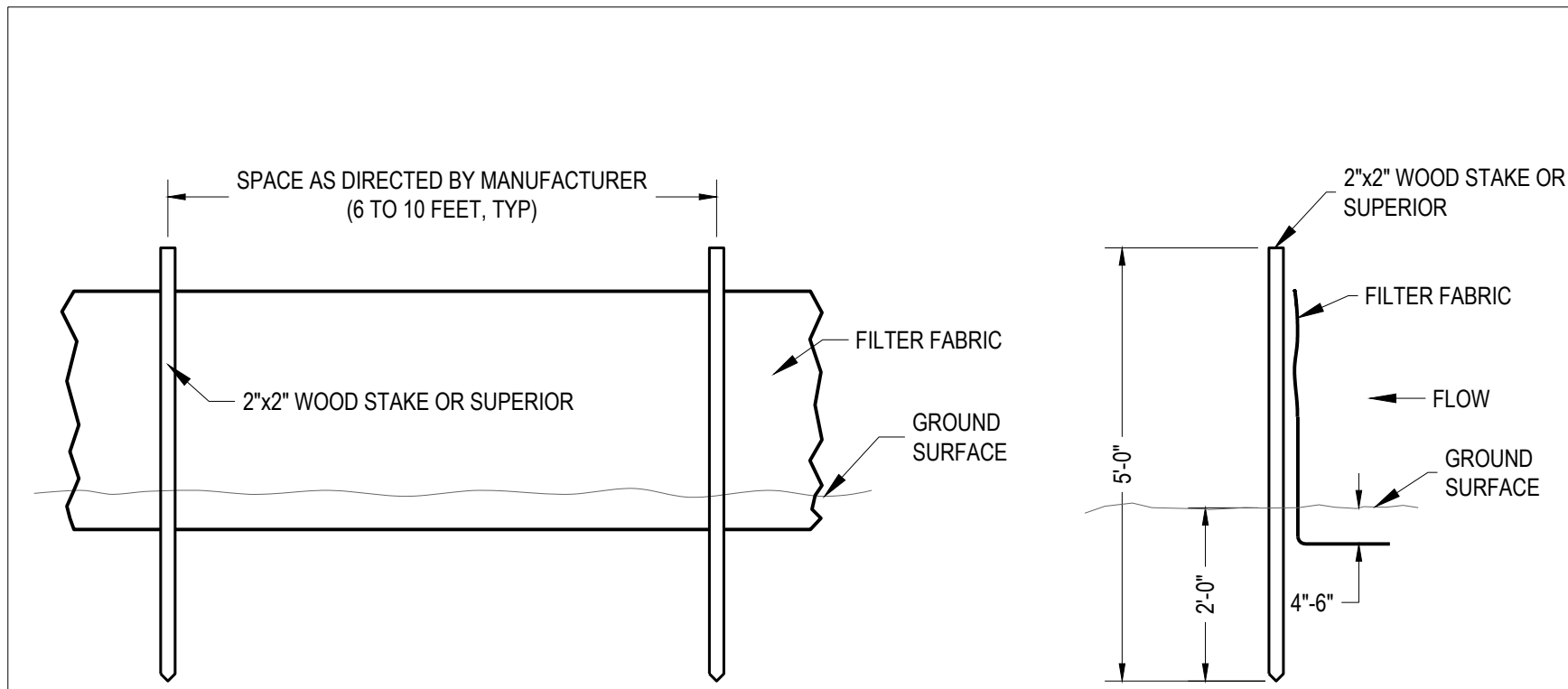
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SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

SWPPP NOTES

ISSUE:	
NOT FOR CONSTRUCTION	
DATE:	
07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO.	
C3.2	



TEMPORARY SILT FENCE DETAILS

NOT TO SCALE

SILT FENCE NOTES:

FILTER FABRIC SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.

FILTER FABRIC SHALL BE MRAF1140 FABRIC OR EQUIVALENT. BURLAP CANNOT BE USED WHERE SILT FENCE IS TO REMAIN FOR A PERIOD OF MORE THAN 30 DAYS.

STEEL POST SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.

WOOD POSTS SHALL BE 6'-0" TO 7'-0" IN HEIGHT AND 2" IN DIAMETER. WIRE FABRIC SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN #9 WIRE STAPLES 1-1/2' LONG.

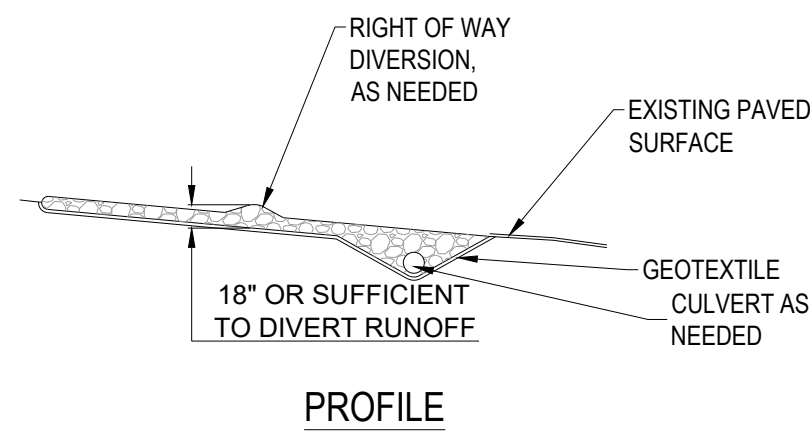
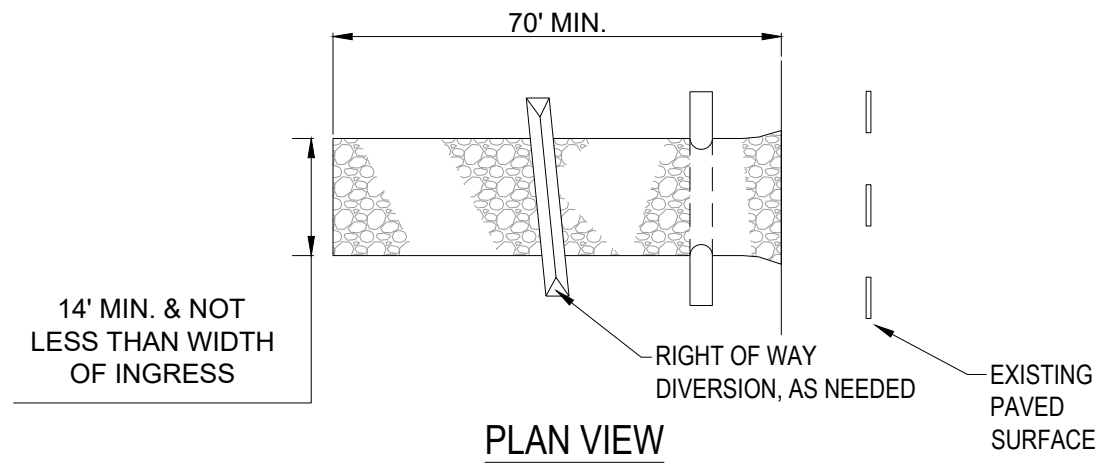
MAINTENANCE NOTES:

FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

IF THE FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE, AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY HALF THE HEIGHT OF THE BARRIER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED.



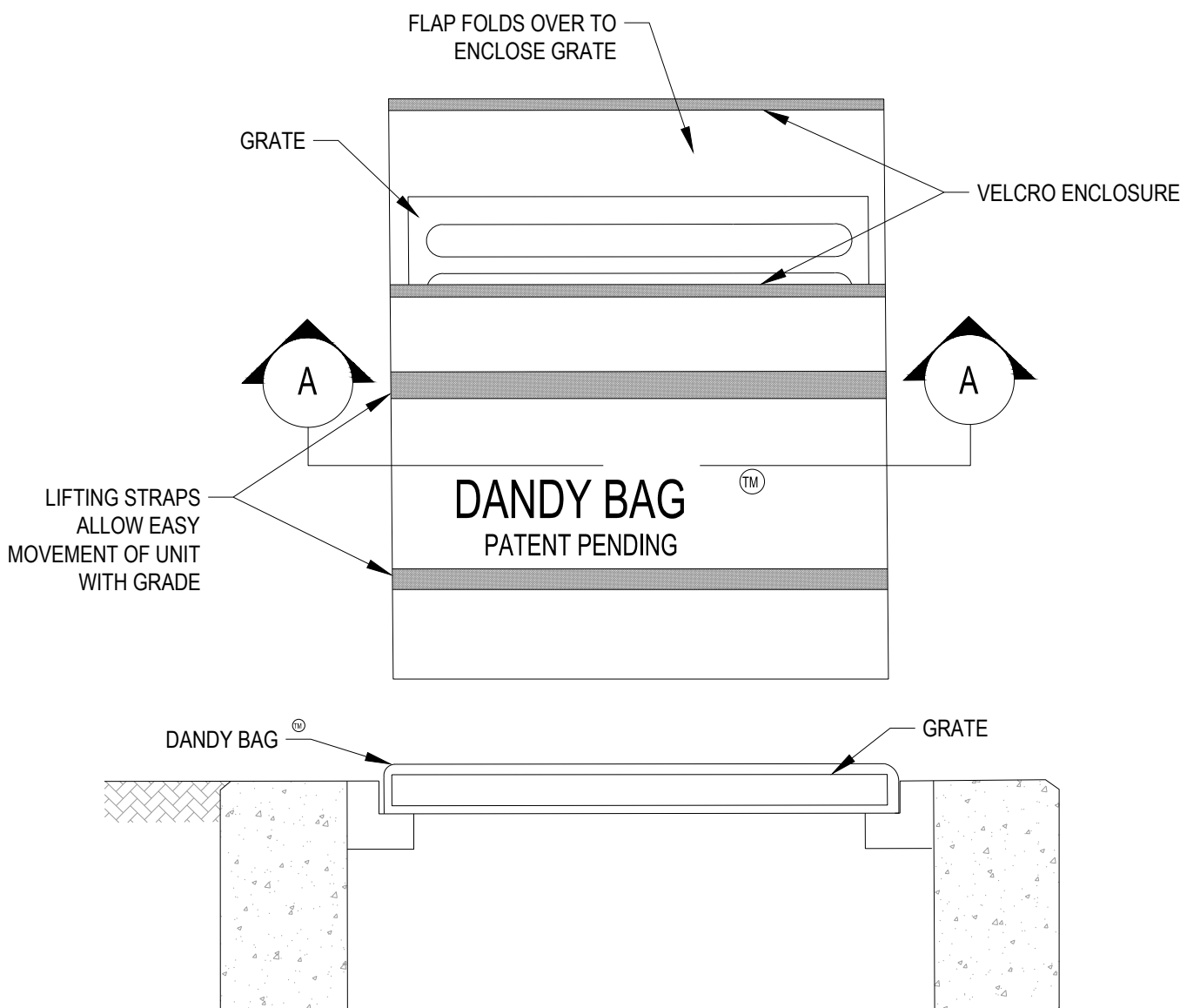
STABILIZED CONSTRUCTION ENTRANCE

NTS

NOTES:

1. STONE SIZE - (1.5-2.5 INCH) STONE SHALL BE USED, OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - THE CONSTRUCTION ENTRANCE SHALL BE AS LONG AS REQUIRED TO STABILIZE HIGH TRAFFIC AREAS BUT NOT LESS THAN 70 FT. (EXCEPTION: APPLY 30 FT. MINIMUM TO SINGLE RESIDENCE LOTS.
3. THICKNESS - THE STONE LAYER SHALL BE AT LEAST 6 INCHES THICK FOR LIGHT DUTY ENTRANCES OR AT LEAST 10 INCHES FOR HEAVY DUTY USE.
4. WIDTH - THE ENTRANCE SHALL E AT LEAST 14 FEET WIDE, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. GEOTEXTILE - A GEOTEXTILE SHALL BE LAID OVER THE ENTIRE AREA PRIOR TO PLACING STONE, IT SHALL BE COMPOSED OF 10. STRONG ROT-PROOF POLYMERIC FIBERS AND MEET THE FOLLOWING SPECIFICATIONS:
6. TIMING - THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SOON AS IS PRACTICAL BEFORE MAJOR GRADING ACTIVITIES.
7. CULVERT - A PIPE OR CULVERT SHALL BE CONSTRUCTED UNDER THE ENTRANCE IF NEEDED TO PREVENT SURFACE WATER FROM FLOWING ACROSS THE ENTRANCE OR TO PREVENT RUNOFF FROM BEING DIRECTED OUT ONTO PAVED SURFACES.
8. WATER BAR - A WATER BAR SHALL BE CONSTRUCTED AS PART OF THE CONSTRUCTION ENTRANCE IF NEEDED TO PREVENT SURFACE RUNOFF FROM FLOWING THE LENGTH OF THE CONSTRUCTION ENTRANCE AND OUT ONTO PAVED SURFACES.
9. MAINTENANCE - TOP DRESSING OF ADDITIONAL STONE SHALL BE APPLIED AS CONDITIONS DEMAND. MUD SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADS, ORA ANY SURFACE WHERE RUNOFF IS NOT CHECKED BY SEDIMENT CONTROLS, SHALL BE REMOVED IMMEDIATELY. REMOVAL SHALL BE ACCOMPLISHED BY SCRAPING OR SWEEPING.
10. CONSTRUCTION ENTRANCES SHALL NOT BE RELIED UPON TO REMOVE MUD FROM VEHICLES AND PREVENT OFF-SITE TRACKING. VEHICLES THAT ENTER AND LEAVE THE CONSTRUCTION-SITE SHALL BE RESTRICTED FROM MUDDY AREAS.
11. REMOVAL - THE ENTRANCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS STABILIZED OR REPLACED WITH A PERMANENT ROADWAY OR ENTRANCE.

GEOTEXTILE SPECIFICATION FOR CONSTRUCTION ENTRANCE	
MINIMUM TENSILE STRENGTH	200 lbs.
MINIMUM PUNCTURE STRENGTH	80 psi.
MINIMUM TEAR STRENGTH	50 lbs.
MINIMUM BURST STRENGTH	320 psi.
MINIMUM ELONGATION	20%
EQUIVALENT OPENING SIZE	EOS < 0.6 mm.
PERMITTIVITY	1x10-3 cm/sec.



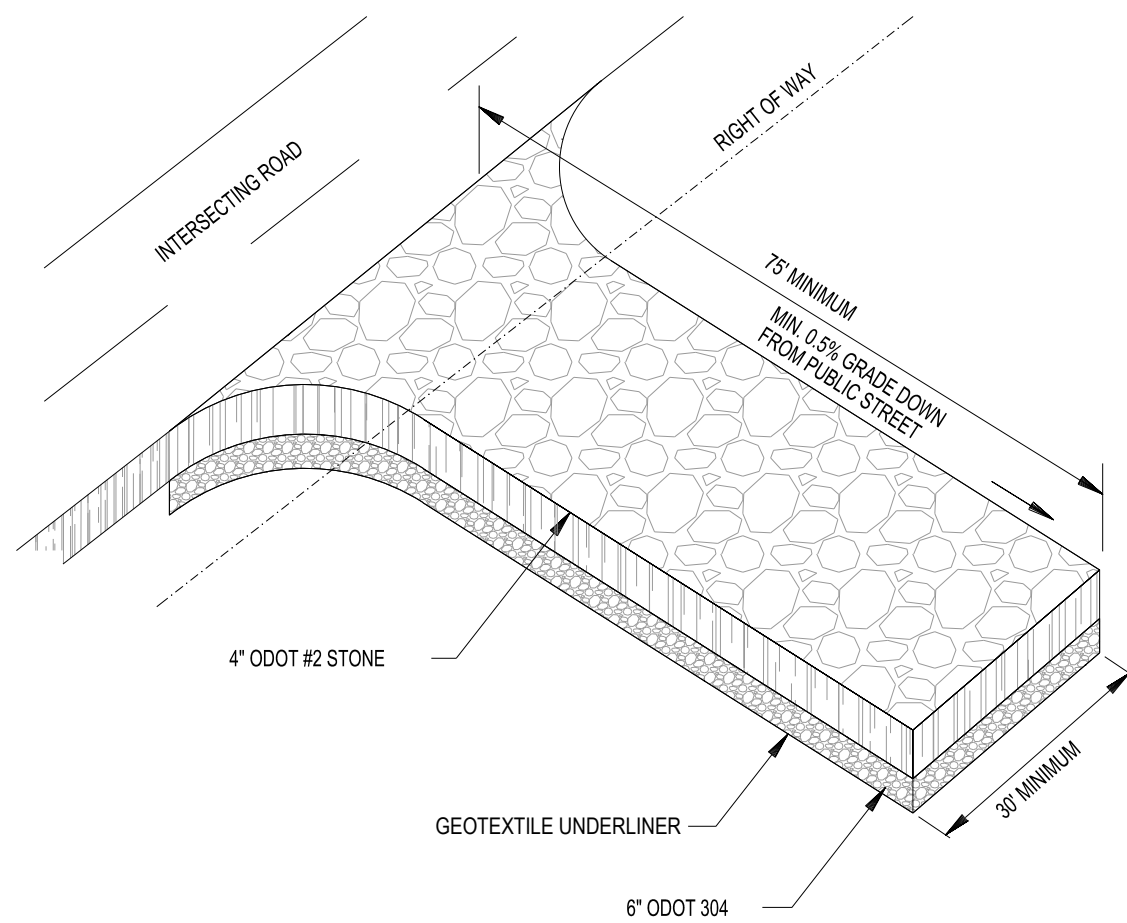
SECTION A-A

INSTALLATION: STAND GRATE ON END PLACE DANDY BAG OVER GRATE. ROLL GRATE OVER SO THAT OPEN END IS UP. PULL UP SLACK. TUCK FLAP IN. PRESS VELCRO STRIPS TOGETHER. BE SURE END OF GRATE IS COMPLETELY COVERED BY FLAP OR DANDY BAG. WILL NOT WORK PROPERLY. HOLDING HANDLES. CAREFULLY PLACE DANDY BAG WITH GRATE INSERTED INTO CATCH BASIN FRAME.

MAINTENANCE: WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL REMOVE SILT & OTHER DEBRIS OFF SURFACE AFTER EACH EVENT. REMOVE FINE MATERIAL FROM INSIDE ENVELOPE AS NEEDED.

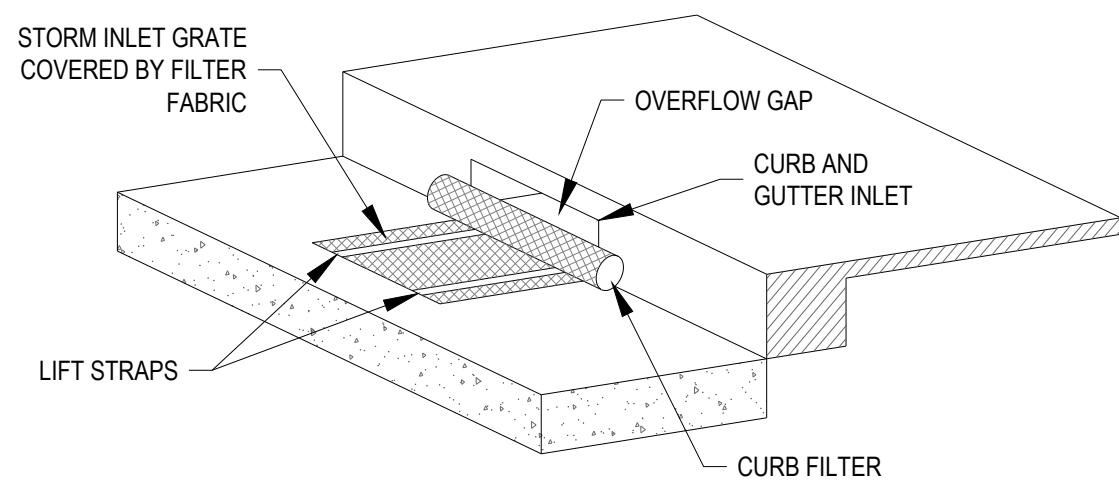
DANDY BAG

NTS



STABILIZED CONSTRUCTION ENTRANCE

N.T.S.



NOTE:

INLET PROTECTION SHALL BE DANDY CURB BAG OR APPROVED OTHER.

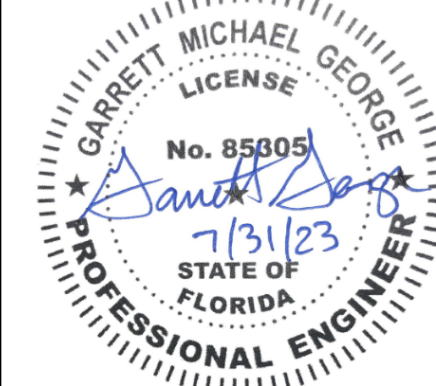
CURB INLET PROTECTION

NTS

REVISION DESCRIPTION

DATE

NO.



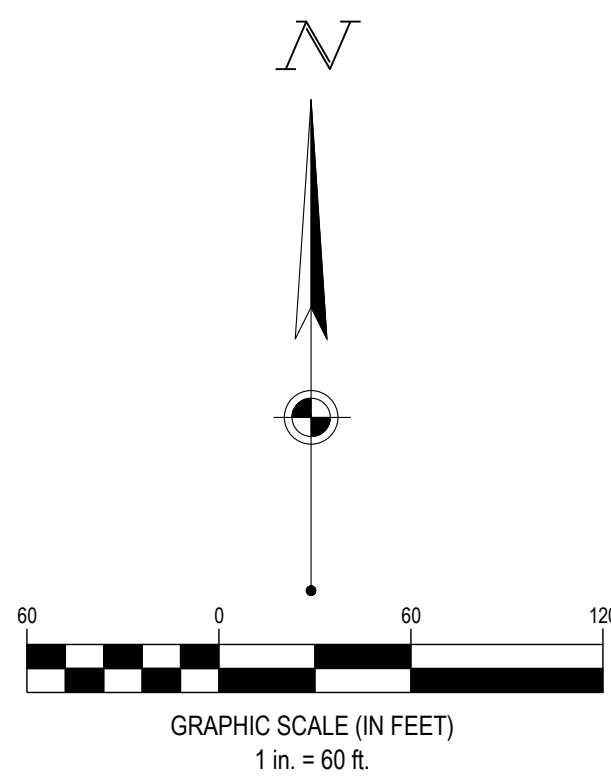
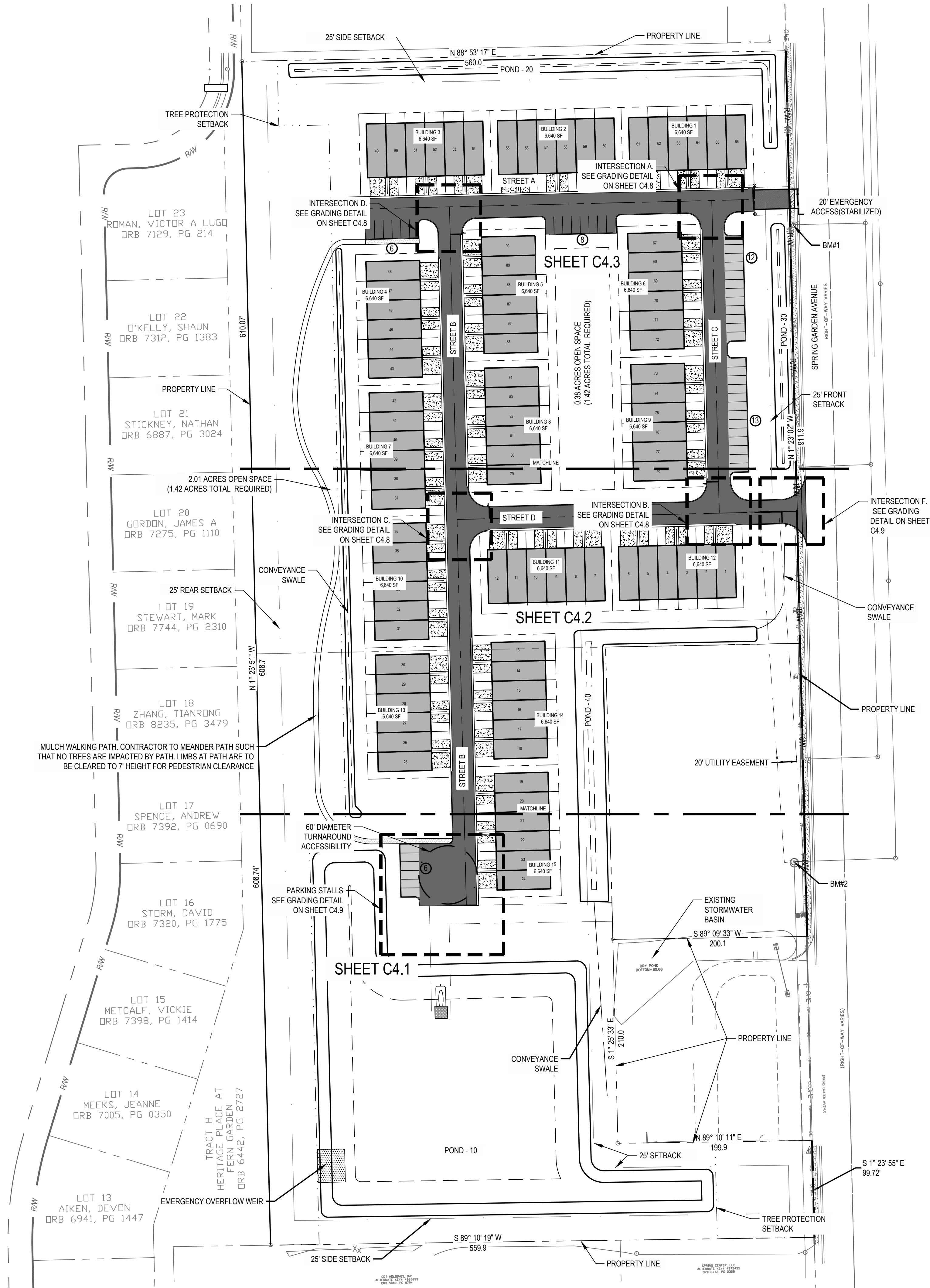
**SPRING GARDEN
TOWNHOMES
DELAND, FL**

610 N SPRING GARDEN AVENUE, DELAND, FL

SWPPP DETAILS

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023
JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C3.3



SITE PLAN LEGEND

- EXISTING**
REFER TO C2.0 FOR EXISTING FEATURES LEGEND
- PROPOSED**
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C9.0.
 - PROPOSED STANDARD DUTY ASPHALT PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C9.0.
 - PROPOSED BUILDING
 - PROPOSED HEAVY DUTY CONCRETE PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C9.0.
 - PROPOSED CONCRETE PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C9.0.
 - PROPOSED CONCRETE SIDEWALK
 - PROPERTY LINE
 - RIGHT-OF-WAY
 - CENTERLINE
 - FDOT TYPE "D" CONCRETE POST CURB
 - PAVEMENT/WALK
 - TREE PROTECTION SETBACK
 - SIGN
 - PARKING SPACE COUNT
 - FDOT TYPE "D" CATCH BASIN
 - FDOT TYPE "F" CATCH BASIN
 - FDOT TYPE "G" CATCH BASIN
 - FDOT MITERED END SECTION: 4 TO 1 SLOPE
 - STORM MANHOLE
 - SANITARY MANHOLE
 - CLEANOUT
 - DOWN SPOUT
 - FIRE HYDRANT
 - LIGHT POLE

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES
REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS

BENCHMARKS				
	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

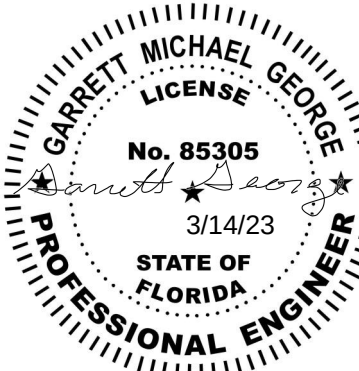
*VERTICAL DATUM: NAVD88
**HORIZONTAL DATUM: NAD83
REFER TO SITE PLAN FOR BENCHMARK LOCATIONS



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



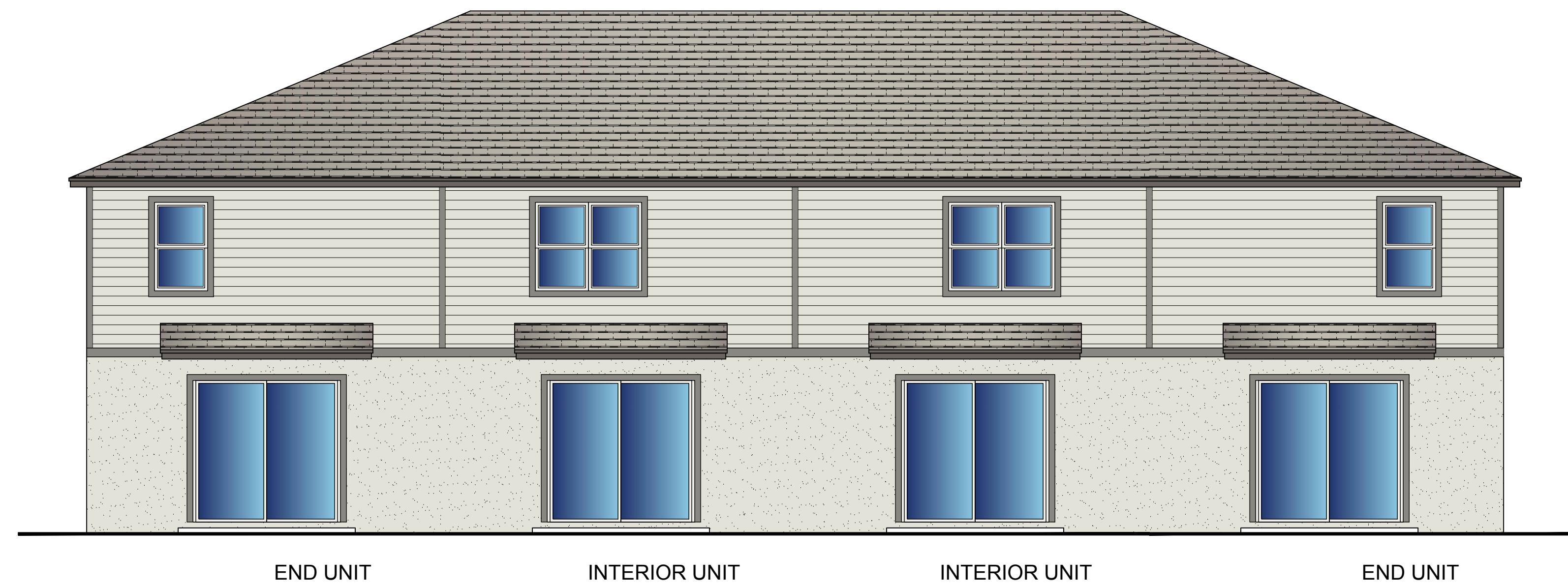
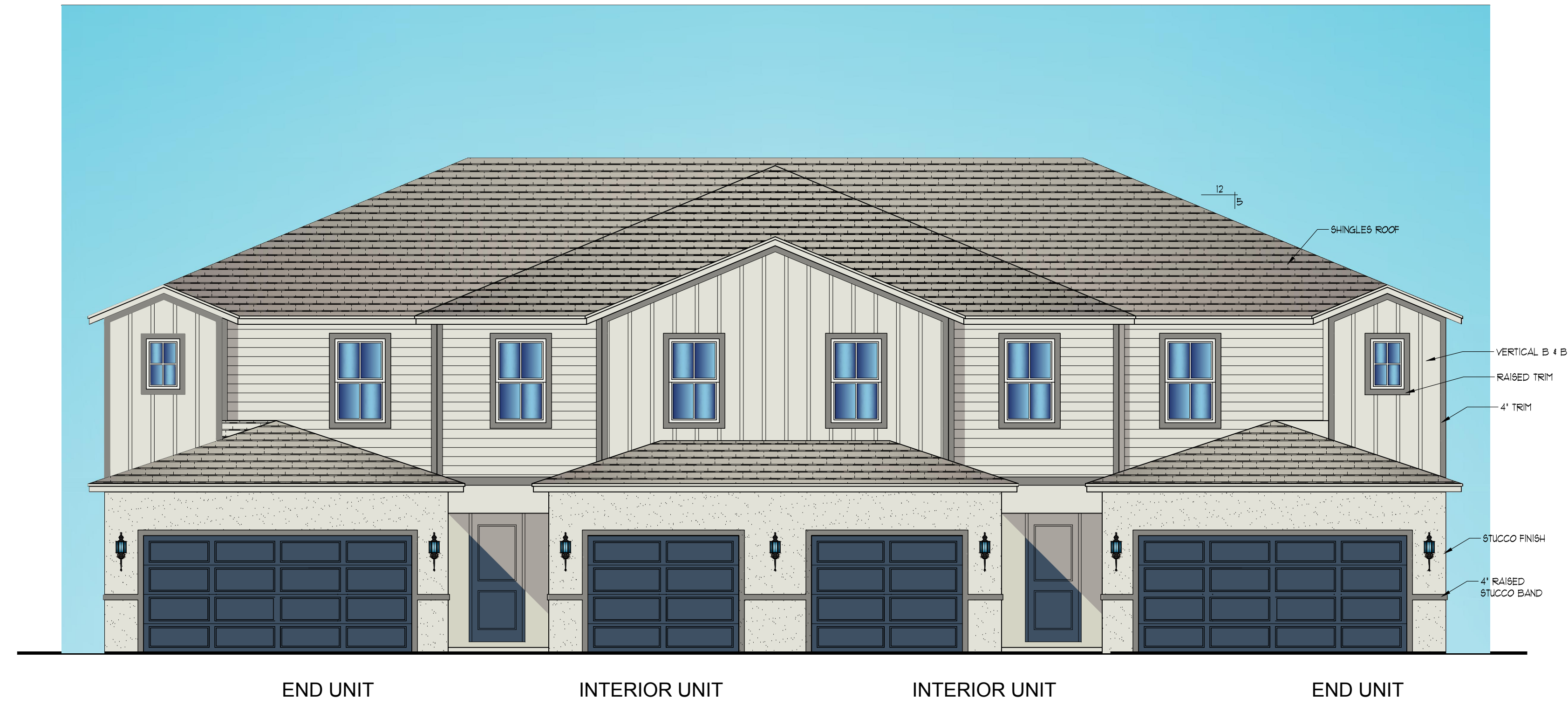
REVISION DESCRIPTION
NO. DATE



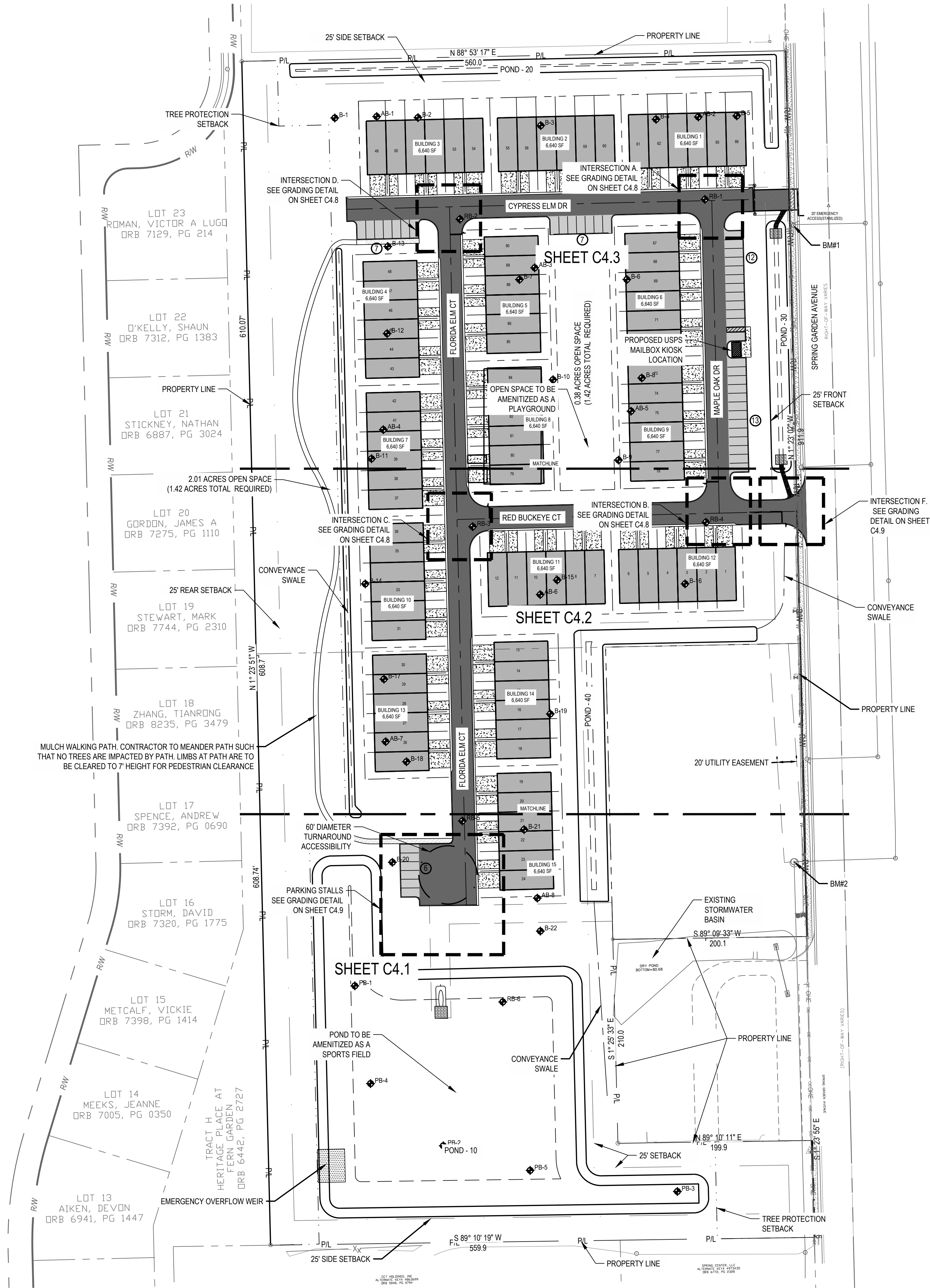
SPRING GARDEN
TOWNHOMES
DELAND, FL
1022 S. TAMiami TRAIL, OSPREY, FL

OVERALL
SITE PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
02/15/2023
JOB NO.: 761391
DESIGN: RSH
DRAWN: ###
CHECKED: ###
SHEET NO.
C4.0



4 UNIT DELAND TOWNHOMES



SITE PLAN LEGEND

EXISTING

REFER TO C2.0 FOR EXISTING FEATURES LEGEND

PROPOSED

- PROPOSED HEAVY DUTY ASPHALT PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C7.3.
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C7.3.
- PROPOSED BUILDING
- PROPOSED CONCRETE SIDEWALK
- P.L. PROPERTY LINE
- R.W. RIGHT-OF-WAY
- CENTERLINE
- FDOT TYPE "D" CONCRETE POST CURB
- PAVEMENT/WALK
- TREE PROTECTION SETBACK
- SIGN
- PARKING SPACE COUNT
- FDOT TYPE "D" CATCH BASIN
- FDOT TYPE "F" CATCH BASIN
- FDOT TYPE "G" CATCH BASIN
- FDOT MITERED END SECTION: 4 TO 1 SLOPE
- STORM MANHOLE
- SANITARY MANHOLE
- CLEANOUT
- DOWN SPOUT
- FIRE HYDRANT
- LIGHT POLE

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES
REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS

BENCHMARKS

	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
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BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

*VERTICAL DATUM: NAVD88

**HORIZONTAL DATUM: NAD83

REFER TO SITE PLAN FOR BENCHMARK LOCATIONS



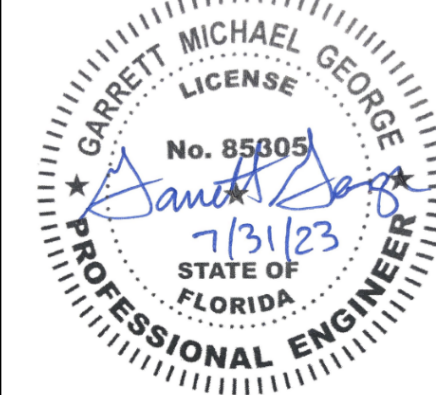
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REVISION DESCRIPTION

DATE

NO.



SPRING GARDEN
TOWNHOMES
DELAND, FL

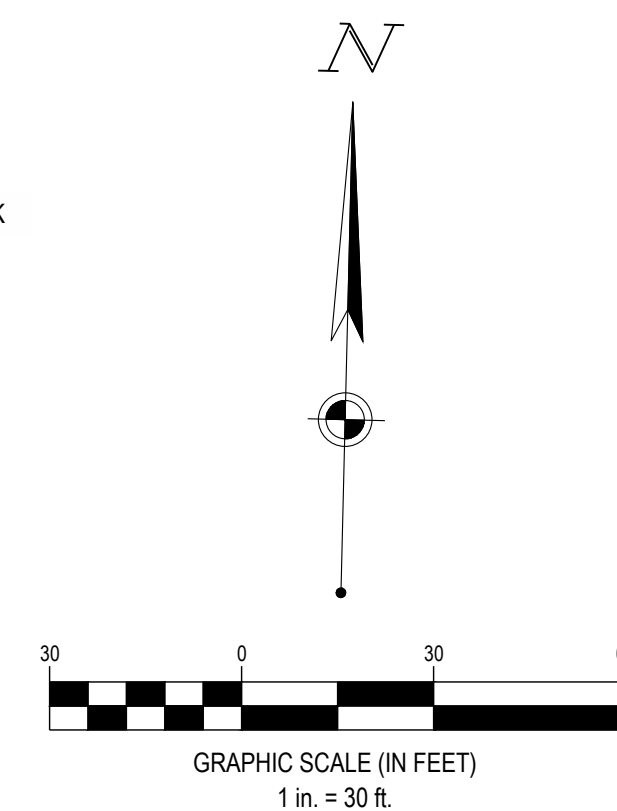
610 N SPRING GARDEN AVENUE, DELAND, FL

OVERALL
SITE PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C4.00



SITE PLAN LEGEND

EXISTING

REFER TO C2.0 FOR EXISTING FEATURES LEGEND

PROPOSED

PROPOSED HEAVY DUTY ASPHALT
PAVEMENT. REFER TO CONSTRUCTION
DETAIL #6, C7.3.

PROPOSED STANDARD DUTY ASPHALT
PAVEMENT. REFER TO CONSTRUCTION
DETAIL #6, C7.3.

PROPOSED BUILDING

PROPOSED CONCRETE SIDEWALK

— PROPERTY LINE

- RIGHT-OF-WAY

FOOT 3/45 "B" C

- PAVEMENT/MAI

- TREE PROTECTION SETBACK

SIGN

PARKING SPACE COUNT

FDOT TYPE "D" CATCH BASIN

FDOT TYPE "C" CATCH BASIN

EDOT MITERED END SECTION

STORM MANHOLE

SANITARY MANHOLE

CLEANOUT

DOWN SPOU

FIRE HYDRANT

EIGHTY-ONE

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES

REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS

SITE PLAN KEY NOTES			
CODE	DESCRIPTION	DTL # - SHT #	
S1	INTEGRAL SIDEWALK	#1, CT3	
S2	TYPE "B" CONCRETE POST CURB	FOOT INDEX 130-001	
S3	CURB RAMP FOOT TYPE "2x12"	FOOT INDEX 322-002	
S4	BARRIER PIPE GATES FOR APPROXIMATELY 20 FT WIDE OPENING. DOUBLE GATE STYLE OF TWO 10 FT GATES, INCLUDES 4" GATE POSTS AND 2" PIPE FRAME. ALL PIPE TO BE 500-40 GALVANIZED.	#1, CT3	
S5	3 CURB TRANSITION		
S6	MULCHED WALKING PATH (IF MULCH NON-FLOATABLE)		
S7	TIE INTO EXISTING SIDEWALK		
S8	NDS TUFFBRICK GRASS PAVERS	#1, CT3	
S9	STOP SIGN (MAINTED 10-11/16" 12" STOP BAR	#1, CT3	
S10	ROADWAY STRIPING (IF WHITE LINE)	FOOT INDEX 711-001	
S11	REPRAP	#11, CT3	
S12	MIAMI CURB	FOOT INDEX 520-001	
S13	RIBBON CURB	#1, CT3	
S14	SAW CUT CONCRETE & REPLACE WITH 6" THICK CONCRETE	#1, CT3	
S15	CURB CUT	#2, CT3	
S16	ROADWAY STRIPING (IF DOUBLE YELLOW LINE)	FOOT INDEX 711-001	
S17	24" THERMOPLASTIC STOP BAR	FOOT INDEX 711-001	

The diagram illustrates a typical roadway cross-section. It features two 12-foot lanes separated by a centerline, with a 2% slope on each side. The road is bordered by FDOT Type 1' curbs. The entire section is labeled 'TYPICAL ROADWAY SECTION'.

Diagram illustrating a typical roadway section with parking. The section includes a centerline of the road, a 12' lane, a 2% slope, a 12' lane, a 19' auto parking area, a 2% slope, and a 12' lane. The diagram is labeled "TYPICAL ROADWAY SECTION WITH PARKING".

Diagram illustrating a typical roadway section in front of a driveway. The section shows a centerline of the road, two 12' lanes, and 2% slopes. The diagram also indicates the location of Miami curbs and the driveway.

 BENCHMARKS

	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

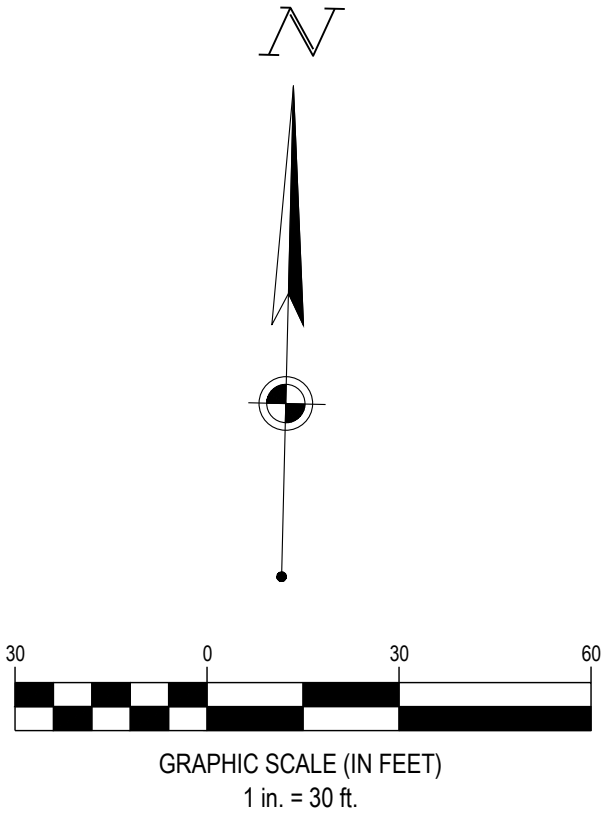
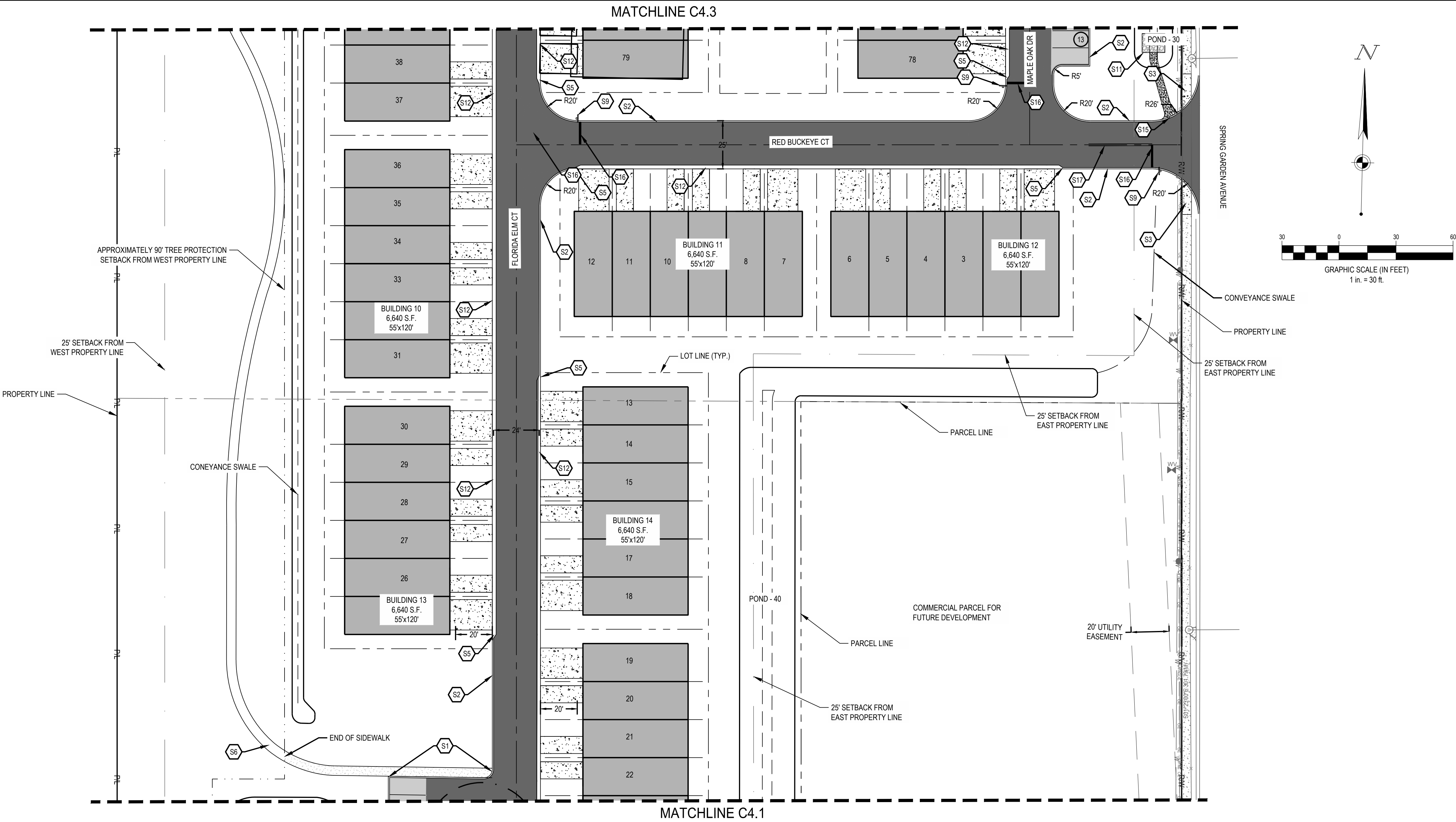
*VERTICAL DATUM: NAVD88

**HORIZONTAL DATUM: NAD83

REFER TO SITE PLAN FOR BENCHMARK LOCATIONS

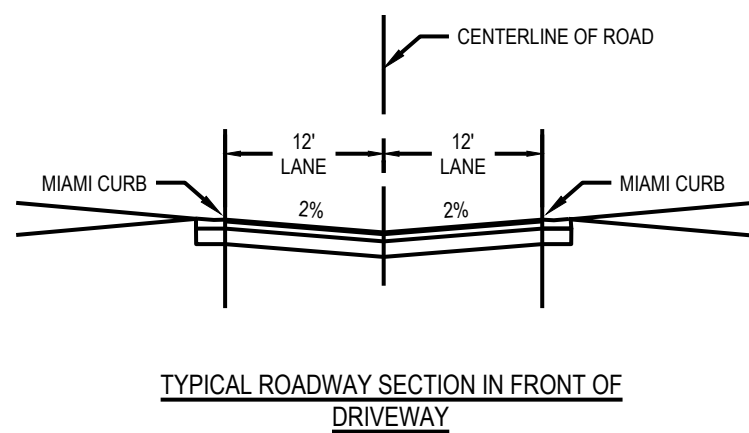
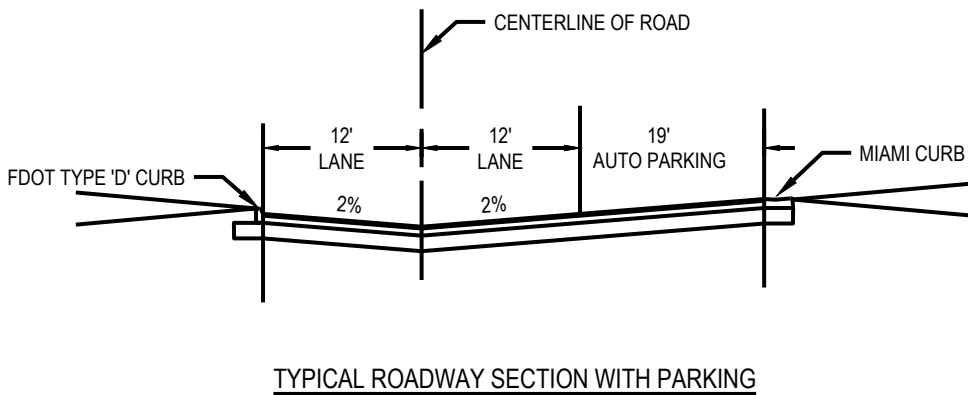
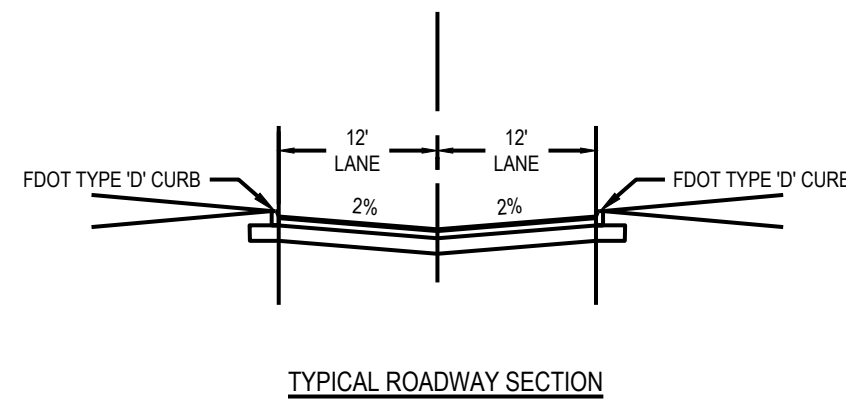


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SITE PLAN LEGEND	
EXISTING	
REFER TO C2.0 FOR EXISTING FEATURES LEGEND	
PROPOSED	
	PROPOSED HEAVY DUTY ASPHALT PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C7.3.
	PROPOSED STANDARD DUTY ASPHALT PAVEMENT. REFER TO CONSTRUCTION DETAIL #6, C7.3.
	PROPOSED BUILDING
	PROPOSED CONCRETE SIDEWALK
	P.L. PROPERTY LINE
	R/W. RIGHT-OF-WAY
	CENTERLINE
	FDOT TYPE "D" CONCRETE POST CURB
	PAVEMENT/WALK
	TREE PROTECTION SETBACK
	SIGN
	PARKING SPACE COUNT
	FDOT TYPE "D" CATCH BASIN
	FDOT TYPE "F" CATCH BASIN
	FDOT TYPE "G" CATCH BASIN
	FDOT MITERED END SECTION: 4 TO 1 SLOPE
	STORM MANHOLE
	SANITARY MANHOLE
	CLEANOUT
	DOWN SPOUT
	FIRE HYDRANT
	LIGHT POLE

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES
REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS



SITE PLAN KEY NOTES		
CODE	DESCRIPTION	DTL # - SHT #
S1	INTEGRAL SIDEWALK	#1, C7.3
S2	TYPE "D" CONCRETE POST CURB	FDOT INDEX S20-001
S3	CURB RAMP FDOT TYPE "CRLP"	FDOT INDEX S22-002
S4	BARRIER PIPE GATES FOR APPROXIMATELY 20-FT WIDE OPENING. DOUBLE GATE STYLE OF TWO 10-FT GATES. INCLUDES 4" GATE POSTS AND 2" PIPE FRAME. ALL PIPE TO BE SCH 40 GALVANIZED.	#7, C7.3
S5	3" CURB TRANSITION	
S6	MULCHED WALKING PATH (8" MULCH/NON-FLOATABLE)	
S7	REINFORCED EXISTING SIDEWALK	
S8	NOISY TURFTRACK GRASS PAVEMENT	#7, C7.3
S9	STOP SIGN (MUTCO R1-11W 12" STOP BAR)	#6, C7.3
S10	ROADWAY STRIPING (8" WHITE LINE)	FDOT INDEX T11-001
S11	REPRAP	#11, C7.3
S12	MIAMI CURB	FDOT INDEX S20-001
S13	RIBBON CURB	#7, C7.3
S14	SAW CUT CONCRETE & REPLACE WITH 6" THICK CONCRETE	#7, C7.3
S15	CURB CUT	#2, C7.3
S16	ROADWAY STRIPING (4" DOUBLE YELLOW LINE)	FDOT INDEX T11-001
S17	24" THERMOPLASTIC STOP BAR	FDOT INDEX T11-001

BENCHMARKS				
	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

*VERTICAL DATUM: NAVD88
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REFER TO SITE PLAN FOR BENCHMARK LOCATIONS

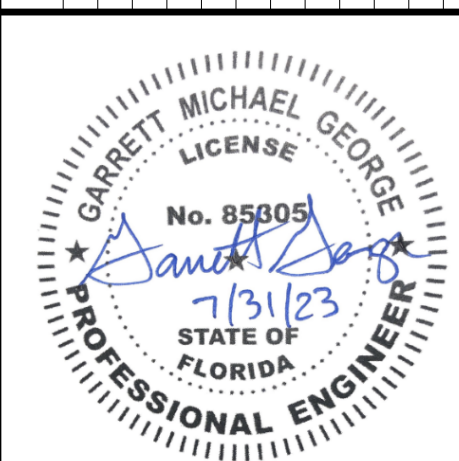


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REVISION DESCRIPTION

NO. DATE



SPRING GARDEN
TOWNHOMES
DELAND, FL

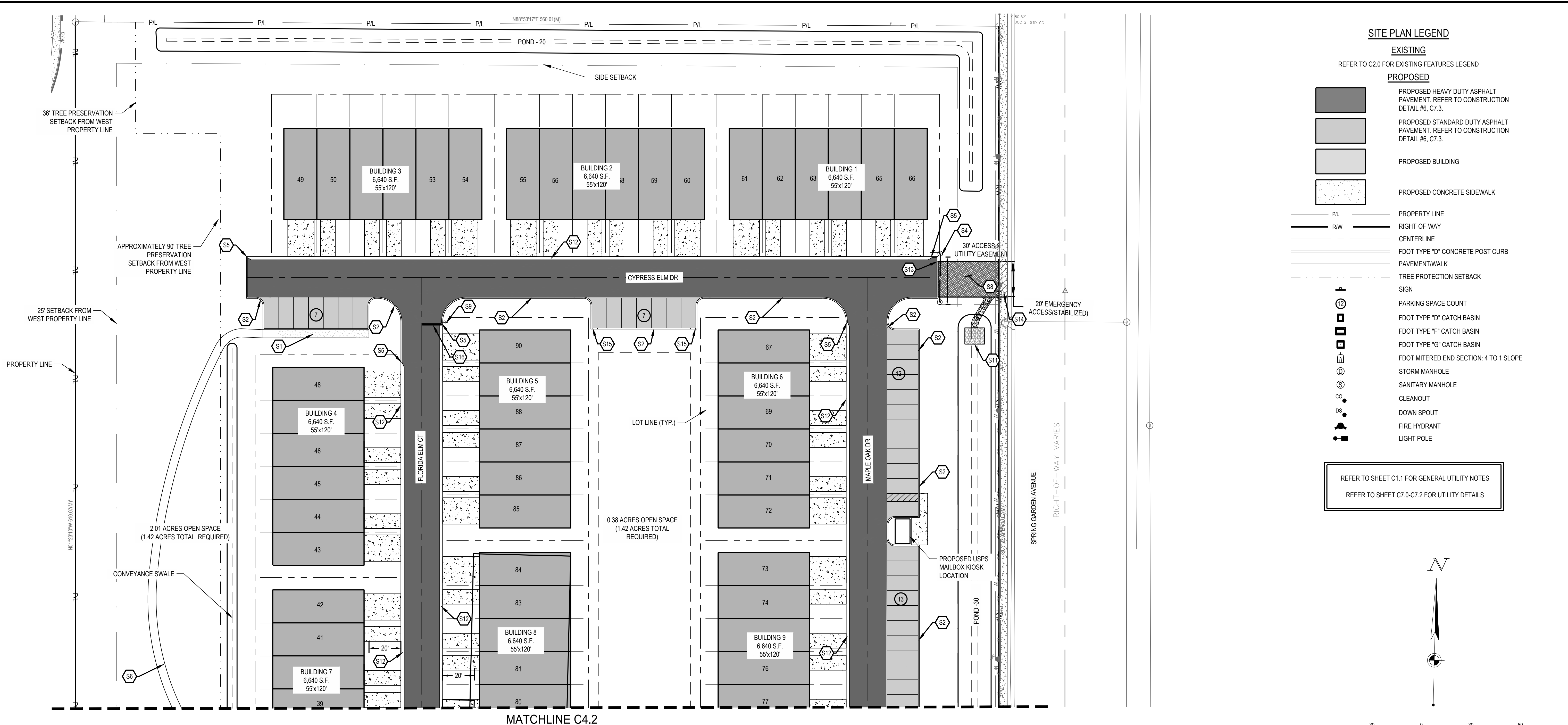
610 N SPRING GARDEN AVENUE, DELAND, FL

SITE PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C4.2



- SITE PLAN LEGEND**
EXISTING
REFER TO C2.0 FOR EXISTING FEATURES LEGEND
PROPOSED
- P/L

R/W

CENTERLINE

FDOT TYPE 'D' CONCRETE POST CURB

PAVEMENT/WALK

TREE PROTECTION SETBACK

SIGN

PARKING SPACE COUNT

FDOT TYPE 'D' CATCH BASIN

FDOT TYPE 'F' CATCH BASIN

FDOT TYPE 'G' CATCH BASIN

FDOT MITERED END SECTION: 4 TO 1 SLOPE

STORM MANHOLE

SANITARY MANHOLE

CLEANOUT

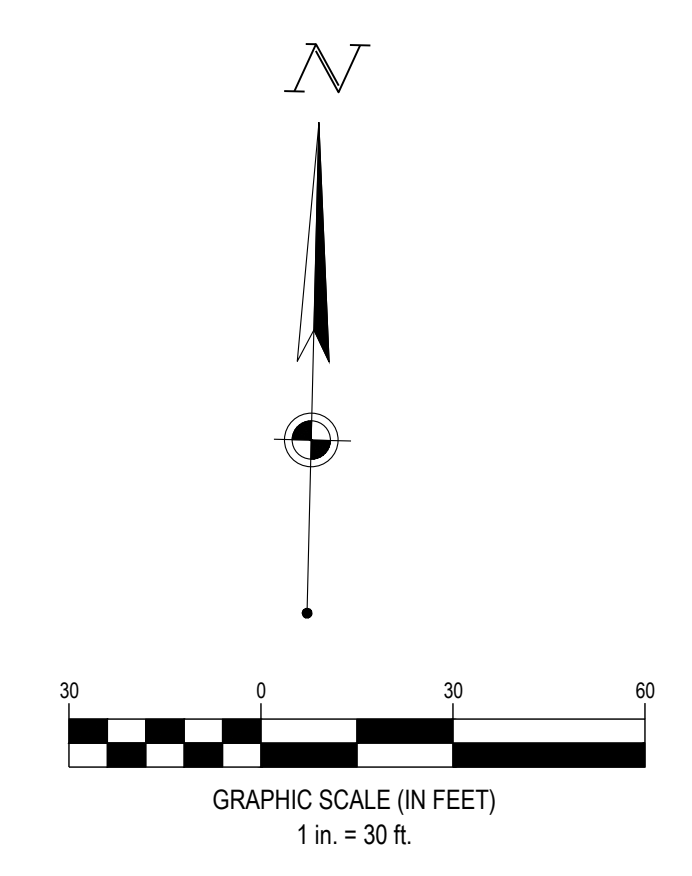
DOWN SPOUT

FIRE HYDRANT

LIGHT POLE

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES

REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS



SITE PLAN KEY NOTES		
CODE	DESCRIPTION	DTL # - SHT #
S1	INTEGRAL SIDEWALK	#1, C7.3
S2	TYPE 'D' CONCRETE POST CURB	FDOT INDEX 500-001
S3	CURB RAMP (DOT TYPE 'D')	FDOT INDEX 502-002
S4	BARRIER PIPE GATES FOR APPROXIMATELY 20-FT WIDE OPENING. DOUBLE GATE STYLE OF TWO 10-FT GATES. INCLUDES 4" GATE POSTS AND 2" PIPE FRAME. ALL PIPE TO BE SCH 40 GALVANIZED.	#7, C7.3
S5	2' CURB TRANSITION	
S6	MULCHED WALKING PATH (6" MULCH NON-FLOATABLE)	
S7	TIE-INTO EXISTING SIDEWALK	
S8	NDS TUFFTRACK GRASS PAVERS	#7, C7.3
S9	STOP SIGN (AUTOCAD R-1) W/ 12" STOP BAR	#6, C7.3
S10	ROADWAY STRIPING (8" WHITE LINE)	FDOT INDEX 711-001
S11	RIBBON	#11, C7.3
S12	MIAMI CURB	FDOT INDEX 500-001
S13	RIBBON CURB	#7, C7.3
S14	SAW CUT CONCRETE & REPLACE WITH 6" THICK CONCRETE	#7, C7.3
S15	CURB CUT	#2, C7.3
S16	ROADWAY STRIPING (4" DOUBLE YELLOW LINE)	FDOT INDEX 711-001
S17	24" THERMOPLASTIC STOP BAR	FDOT INDEX 711-001

 BENCHMARKS				
	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
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*VERTICAL DATUM: NAVD88

**HORIZONTAL DATUM: NAD83

REFER TO SITE PLAN FOR BENCHMARK LOCATIONS

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WWW.CESOINC.COM

REVISION DESCRIPTION

DATE

NO.

SPRING GARDEN TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

SITE PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

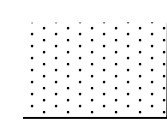
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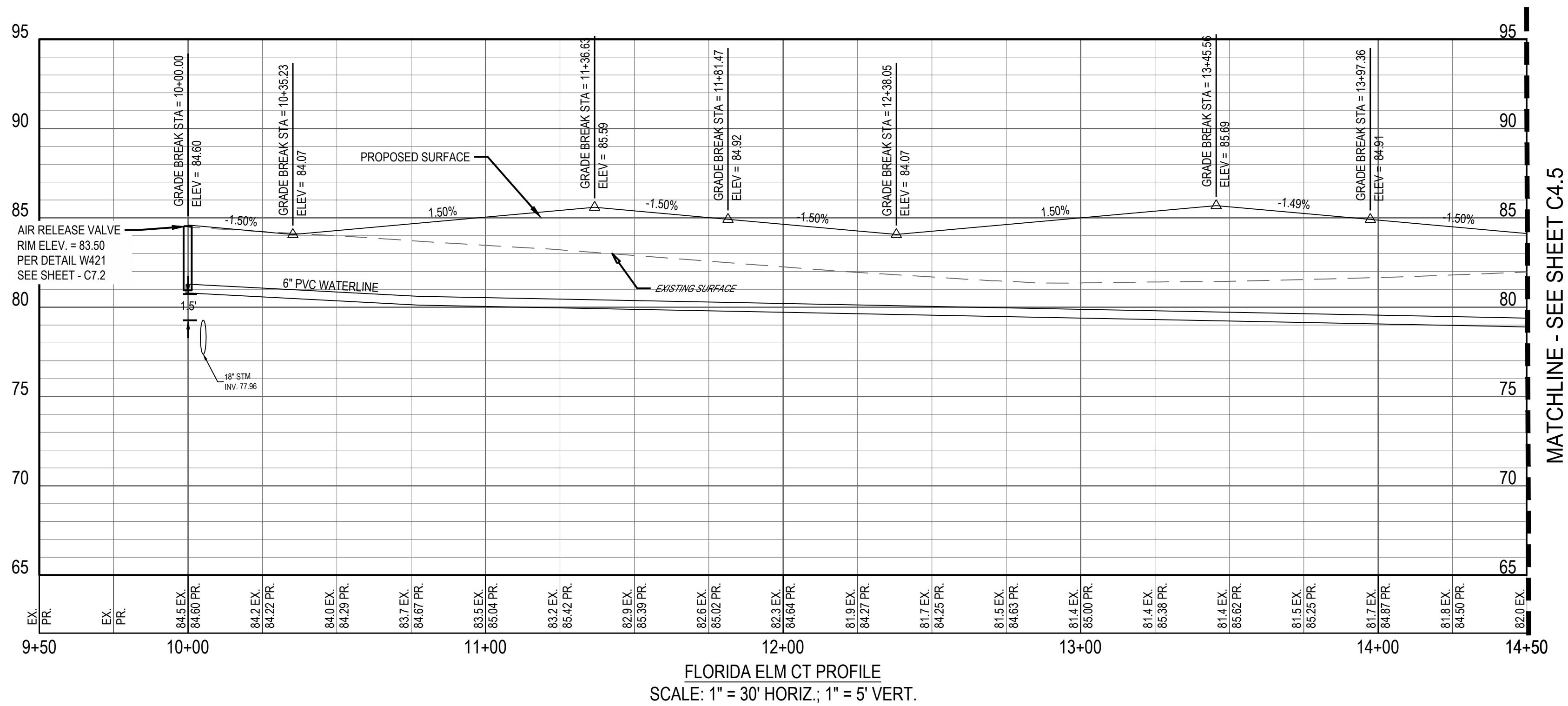
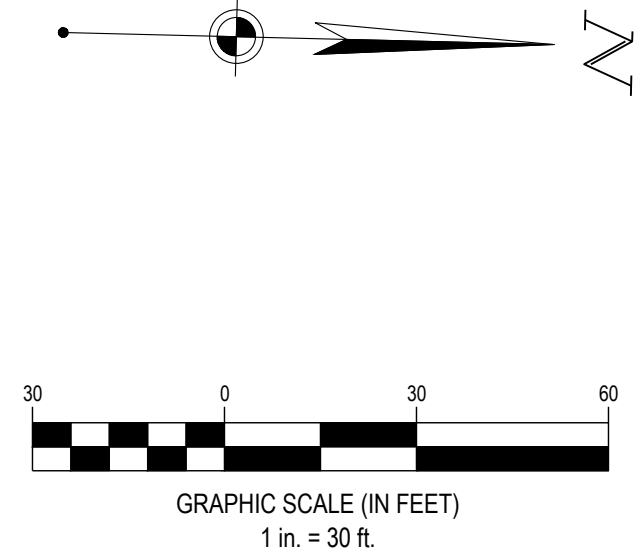
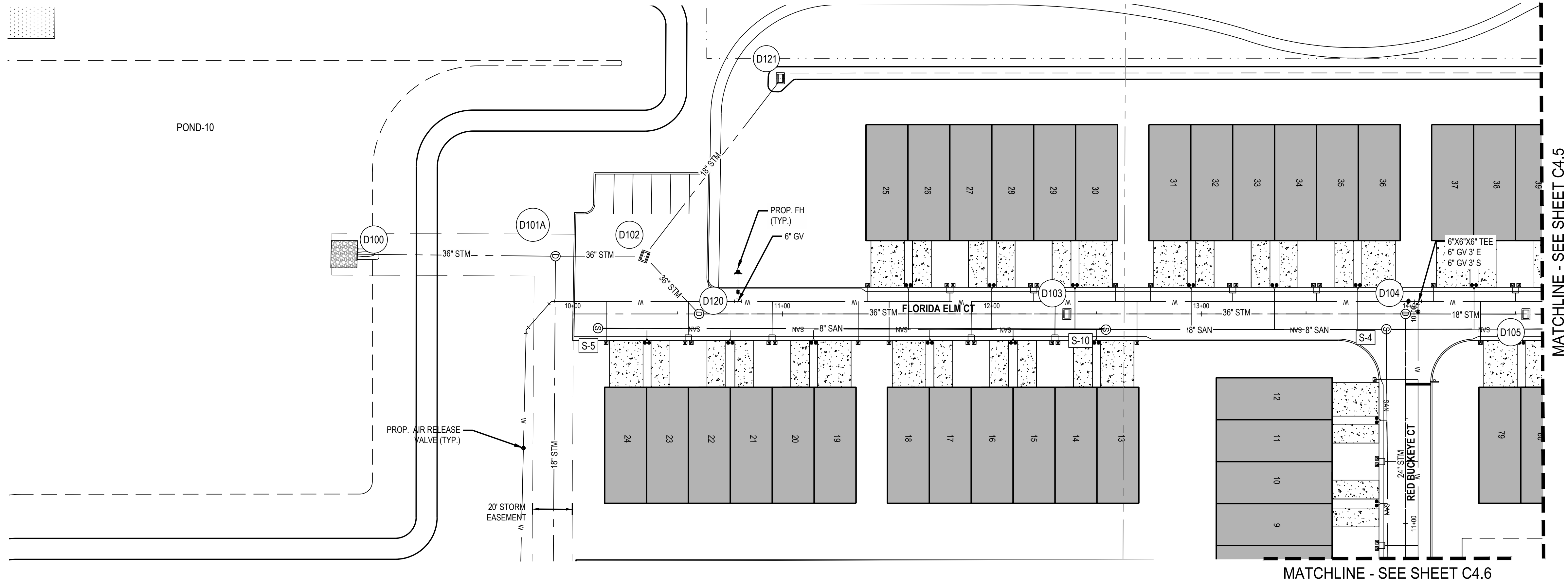
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CHECKED: CSG

SHEET NO.
C4.3



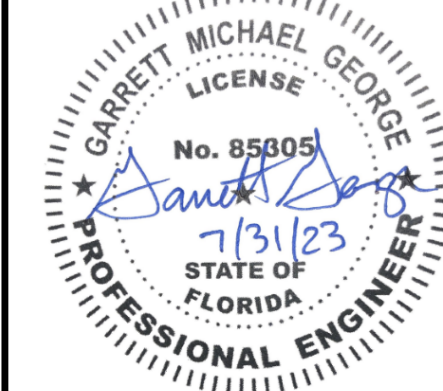
POND-10



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE.



REVISION DESCRIPTION
NO. DATE

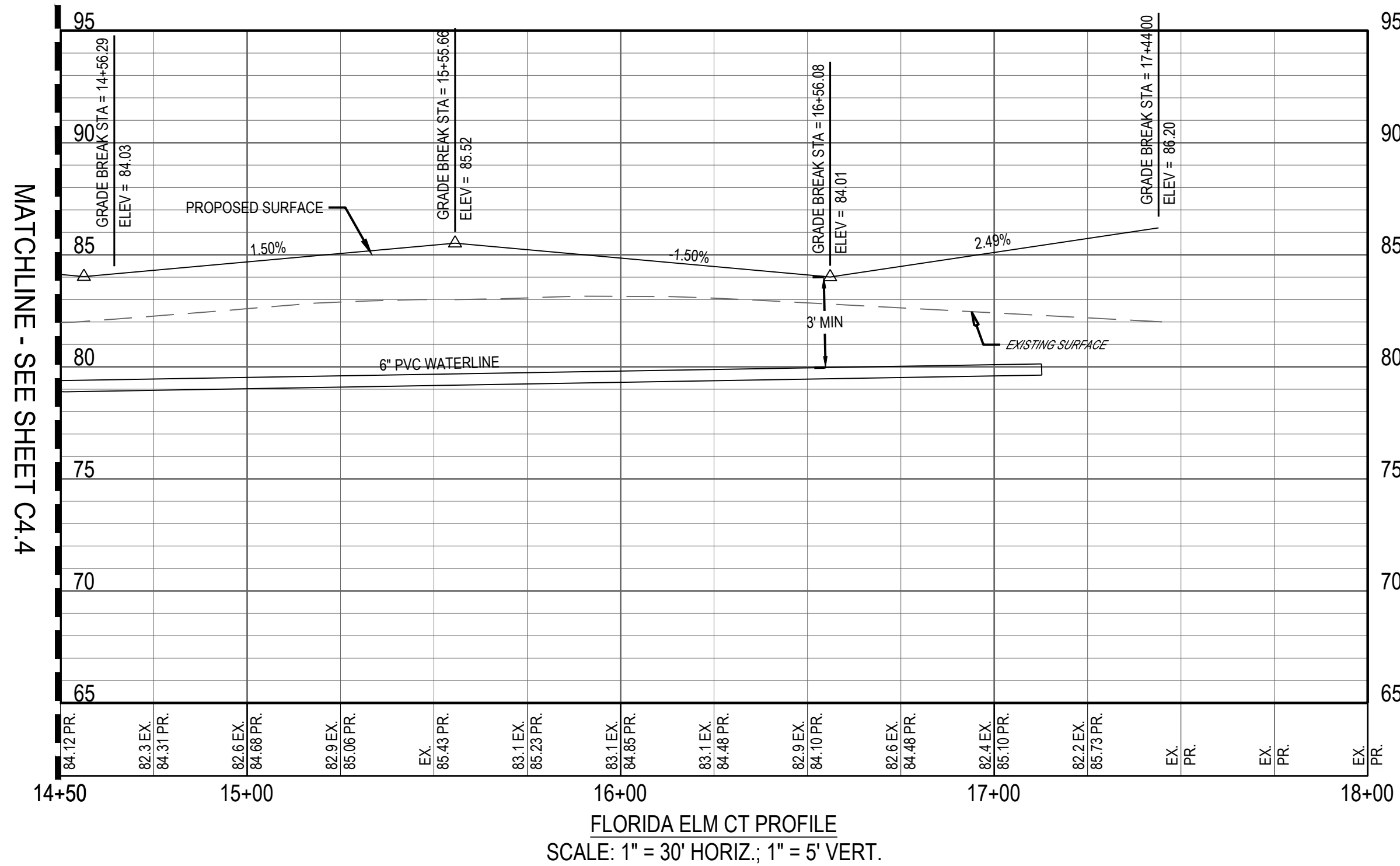
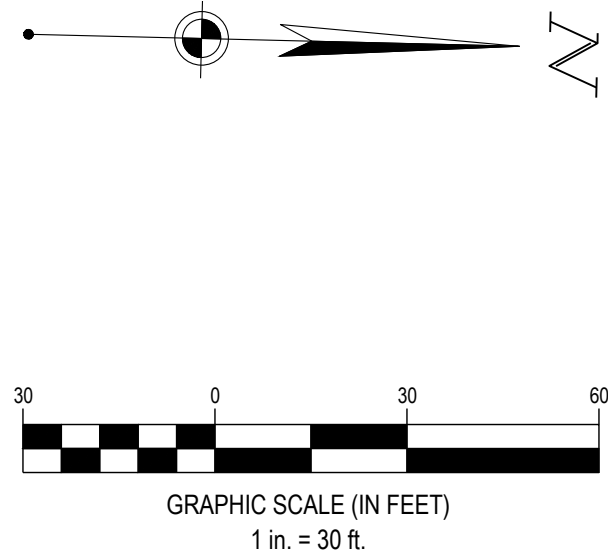
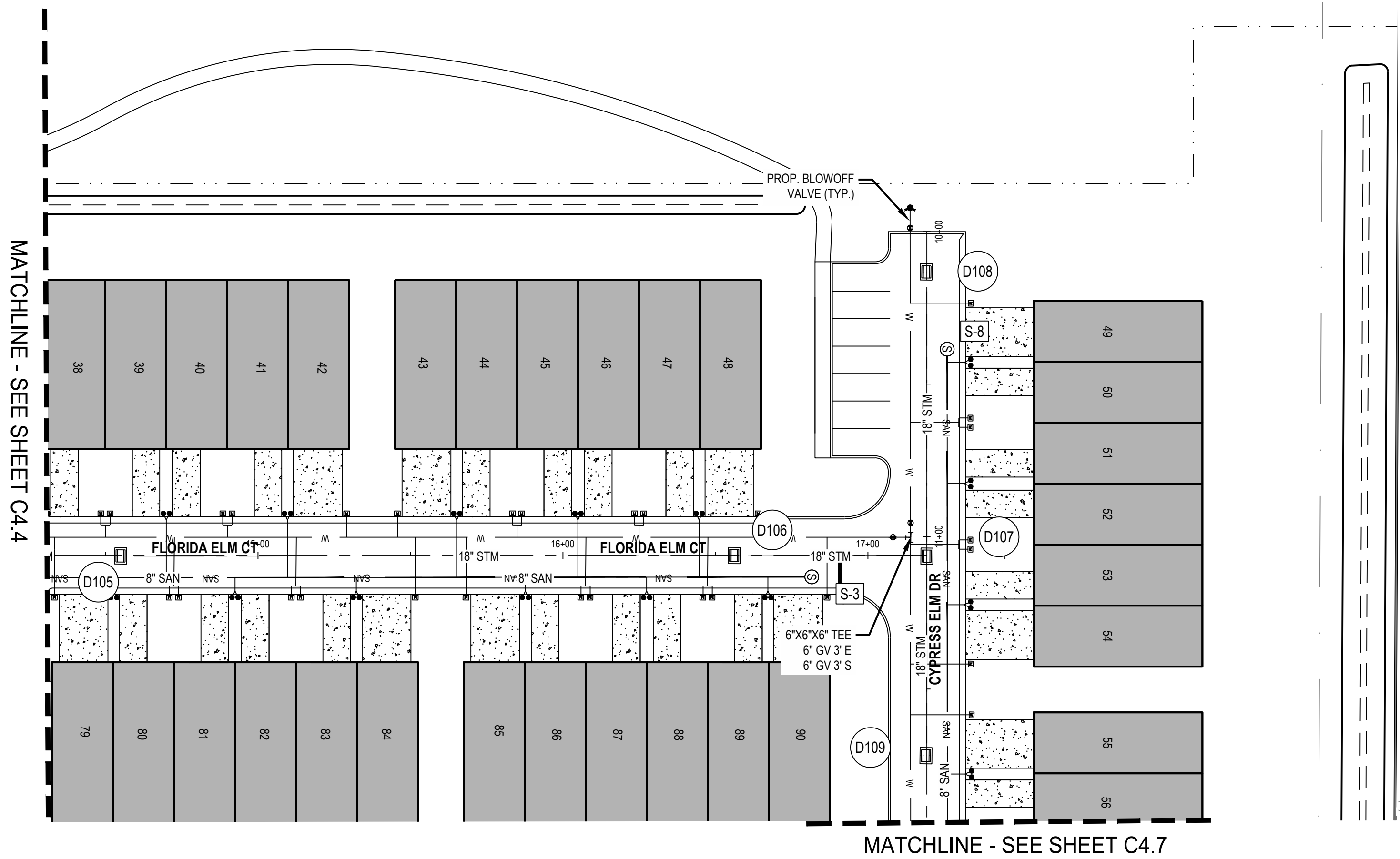


SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

ROAD PLAN &
PROFILE

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023
JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG
SHEET NO.
C4.4

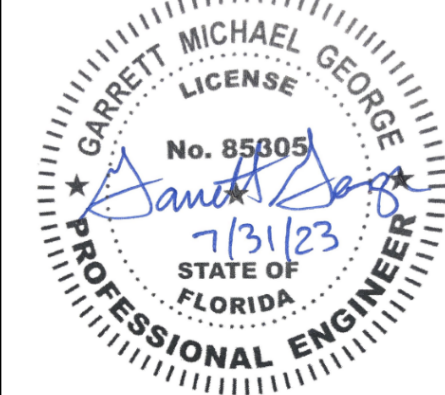


FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE.



REVISION DESCRIPTION

NO. DATE



SPRING GARDEN TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

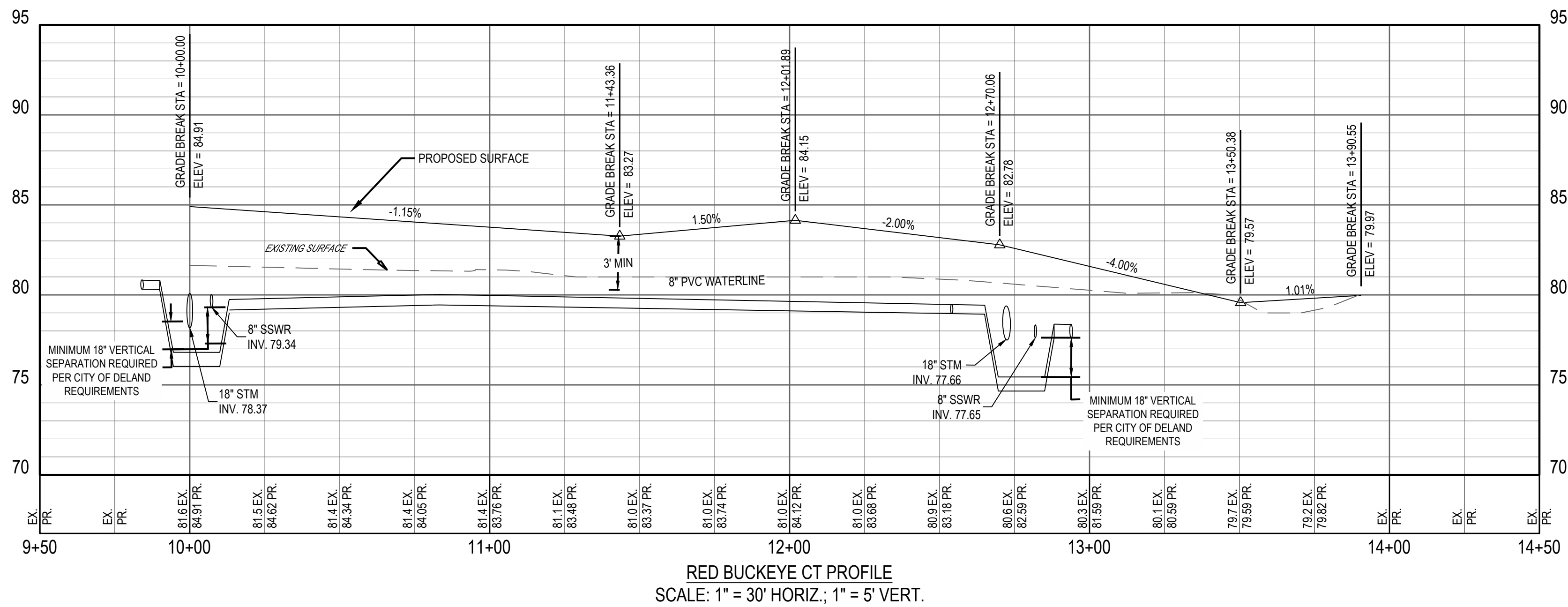
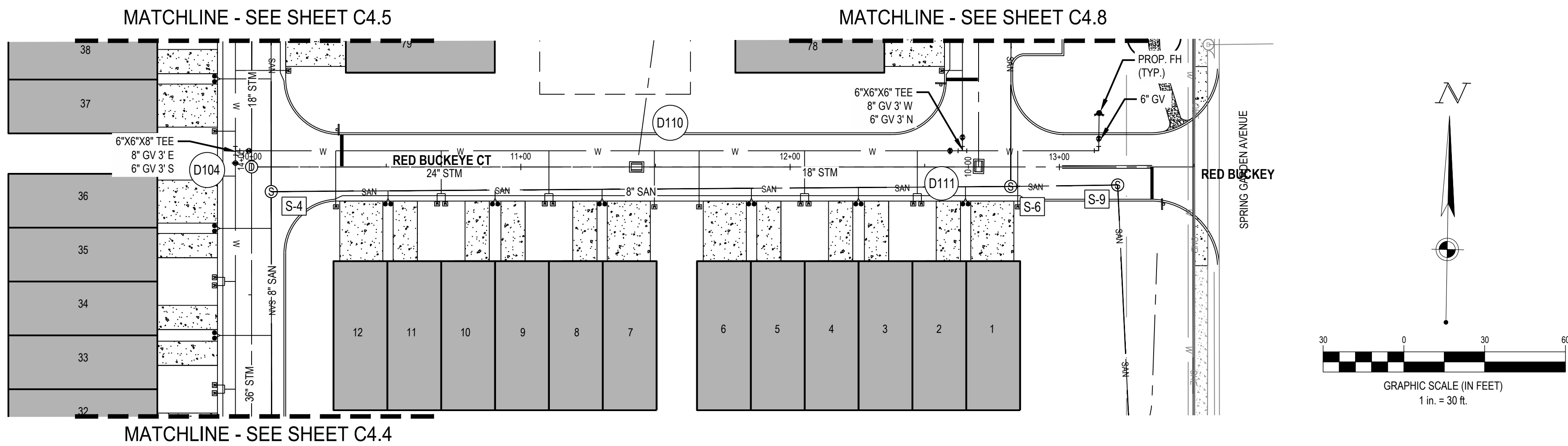
ROAD PLAN &
PROFILE

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C4.5

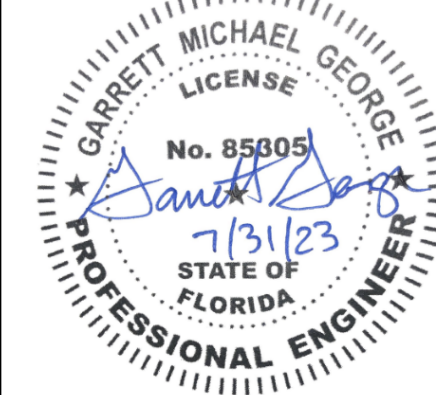
COPYRIGHT: THESE DRAWINGS ARE THE PROPERTY OF CESO, INC.



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE.



NO. DATE REVISION DESCRIPTION



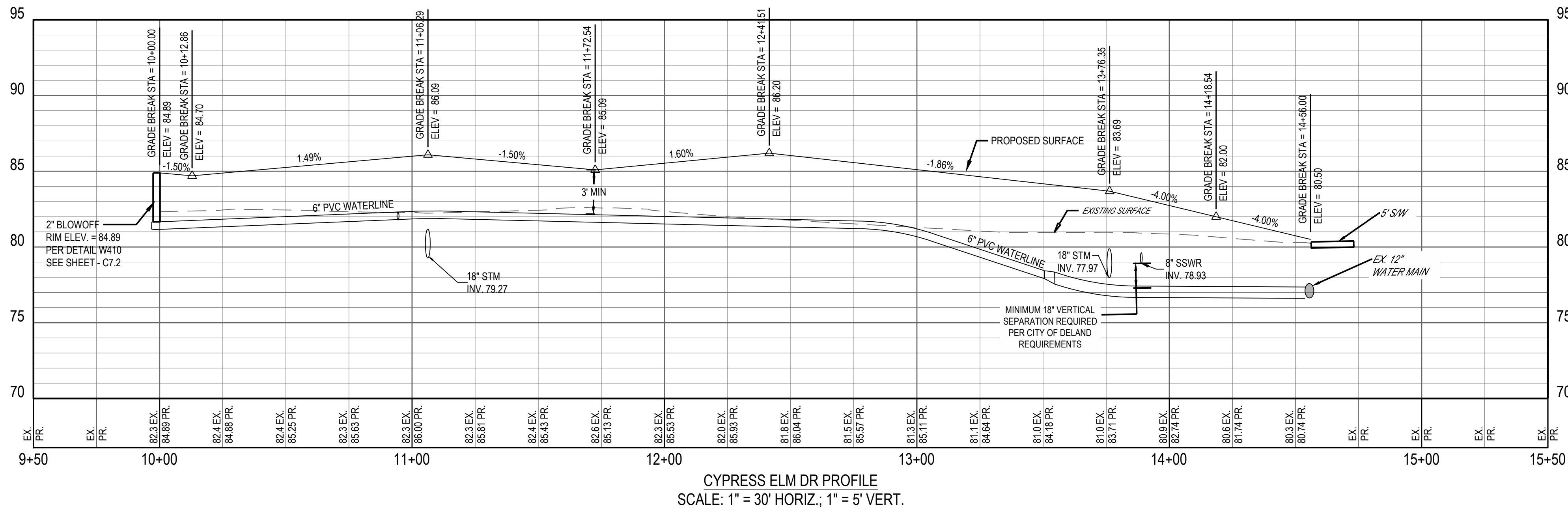
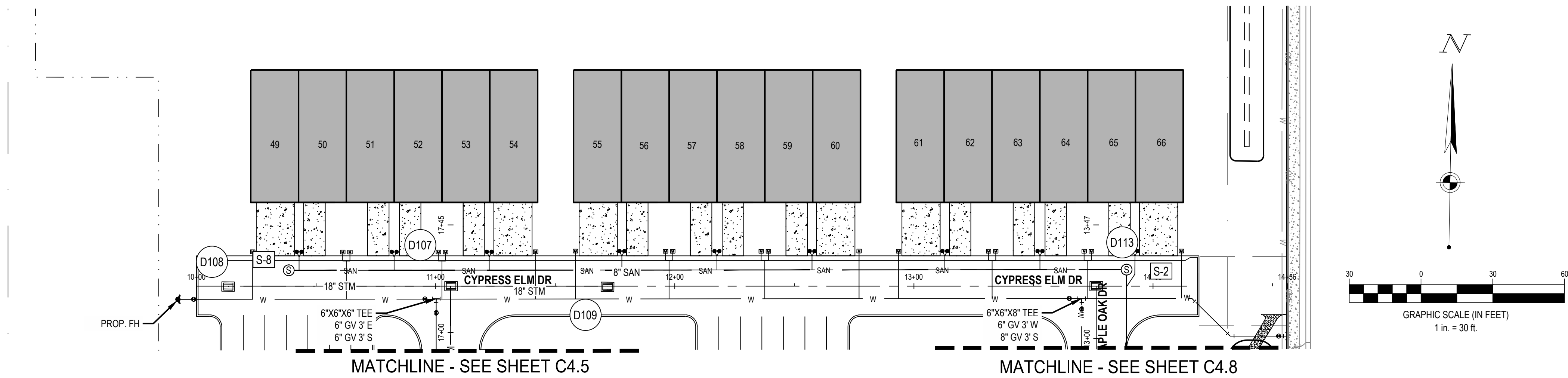
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

ROAD PLAN &
PROFILE

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023
JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C4.6

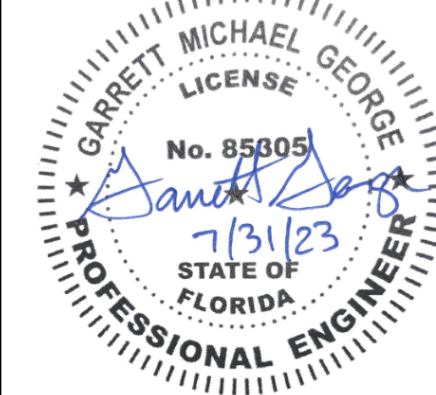


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REVISION DESCRIPTION

NO. DATE



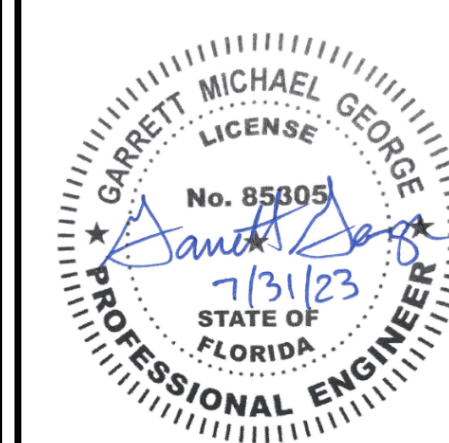
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

ROAD PLAN &
PROFILE

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023
JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C4.7

[illegible]

SPRING GARDEN
TOWNHOMES
DELAND, FL

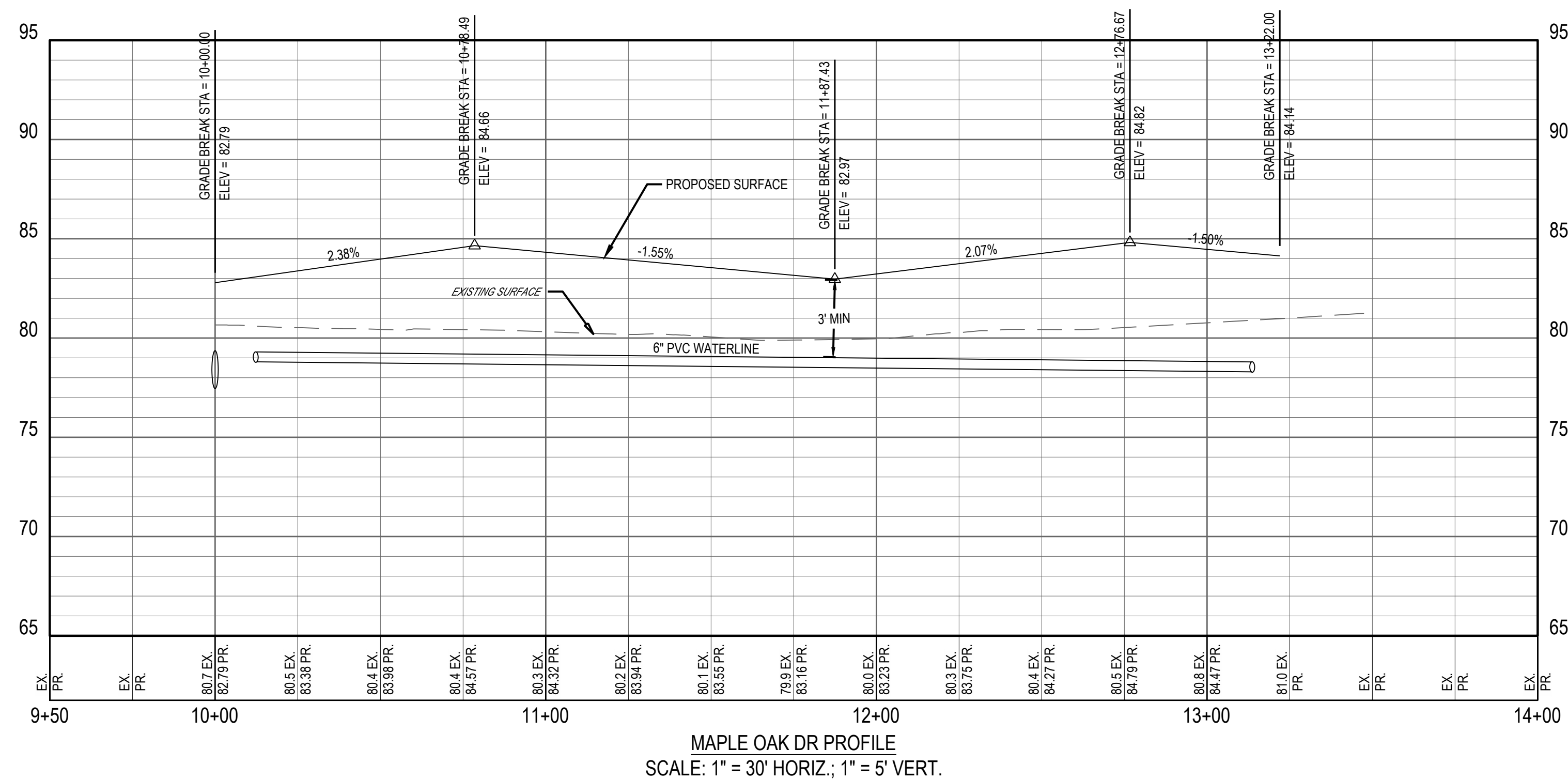
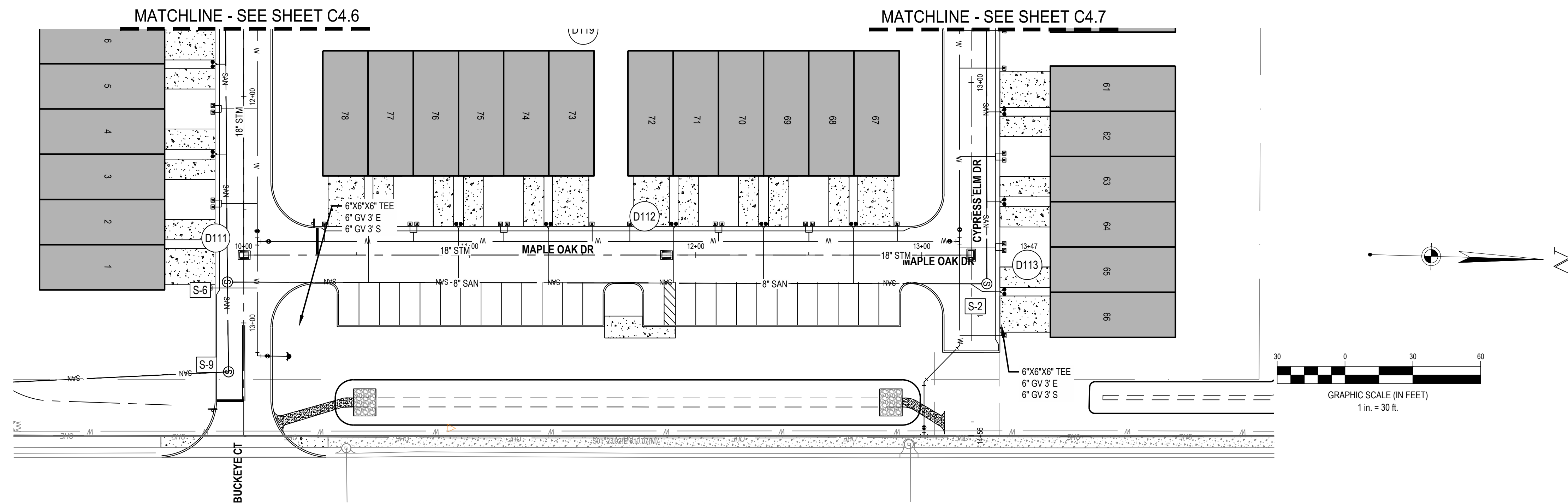
610 N SPRING GARDEN AVENUE DEI AND EI

ROAD PLAN & PROFILE

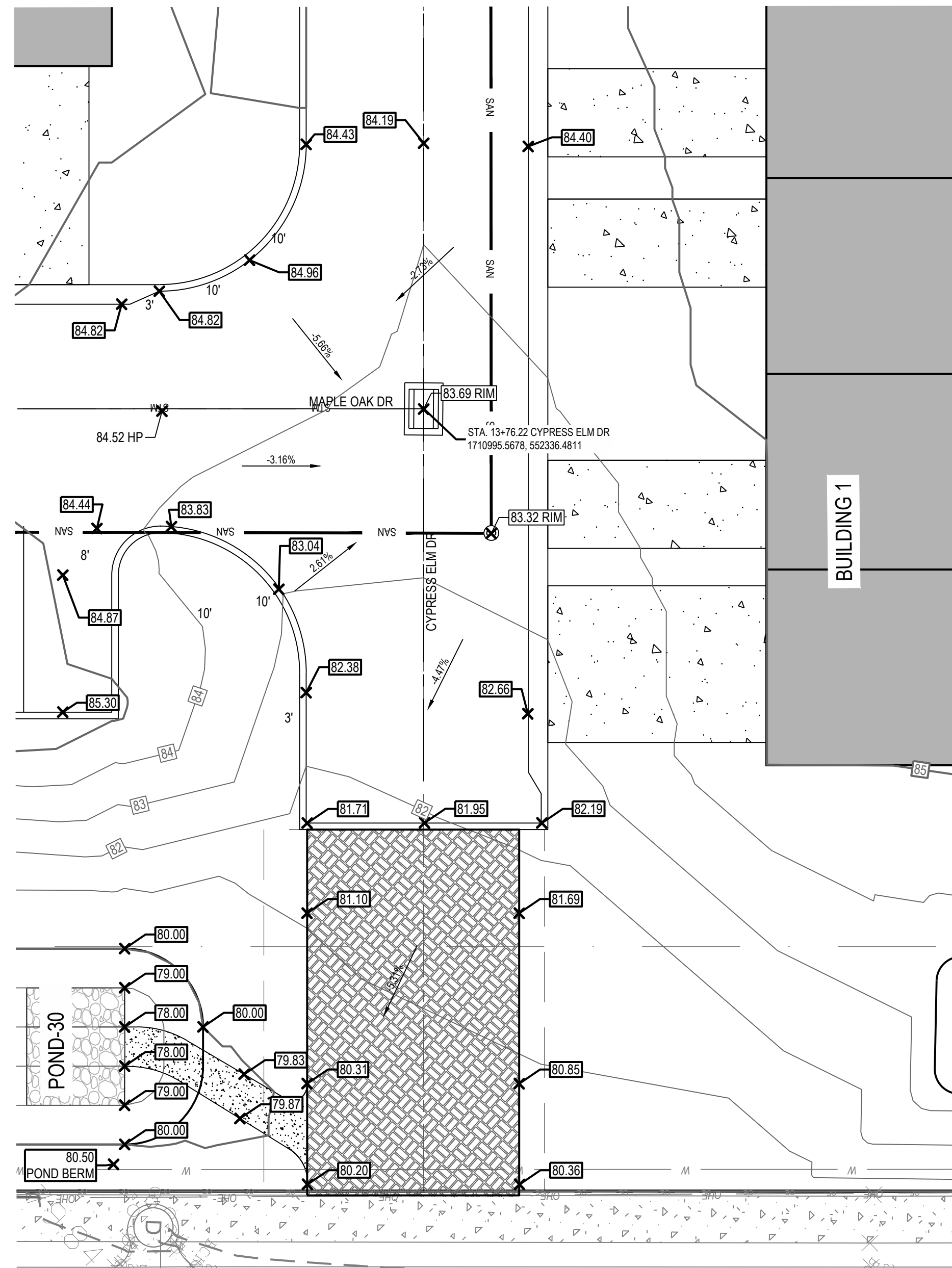
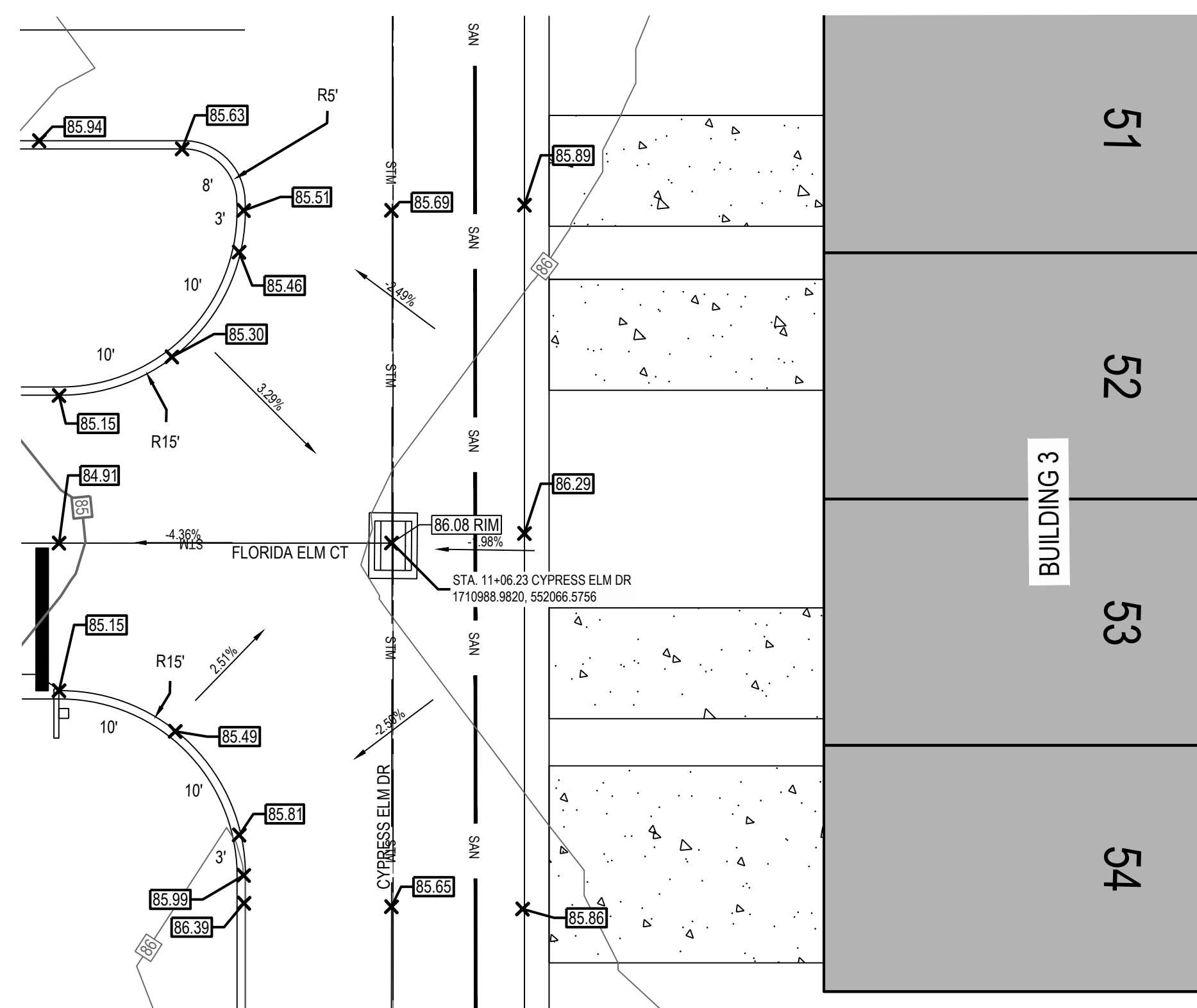
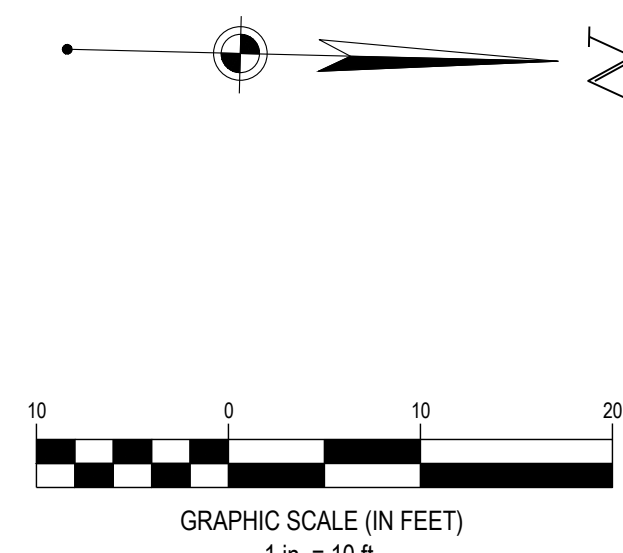
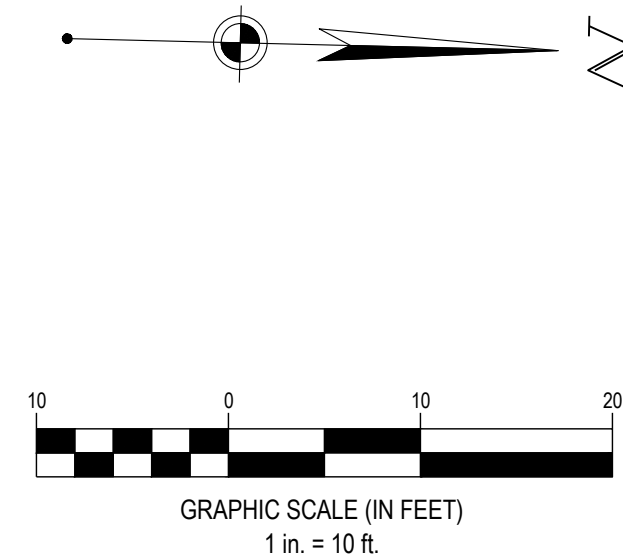
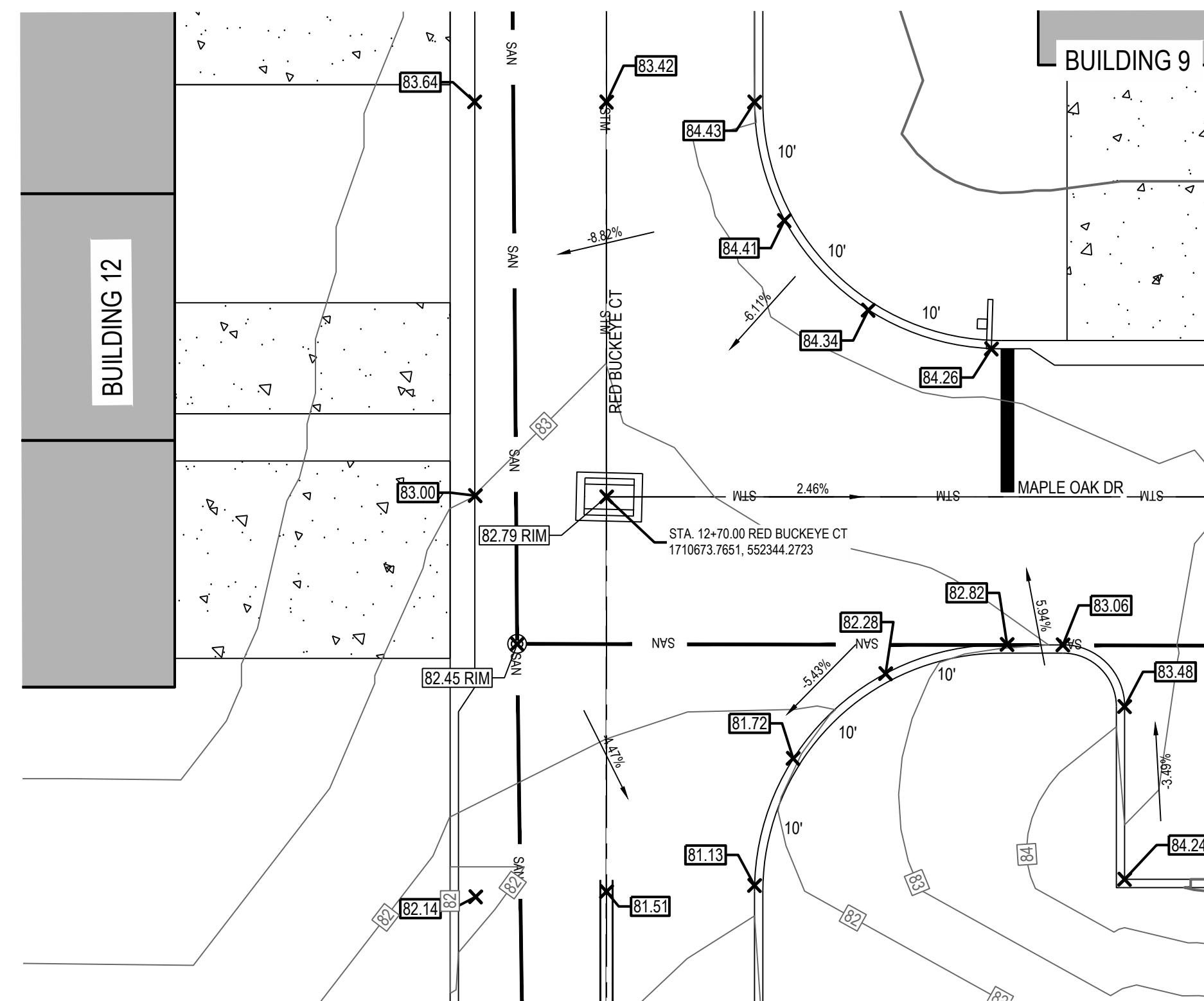
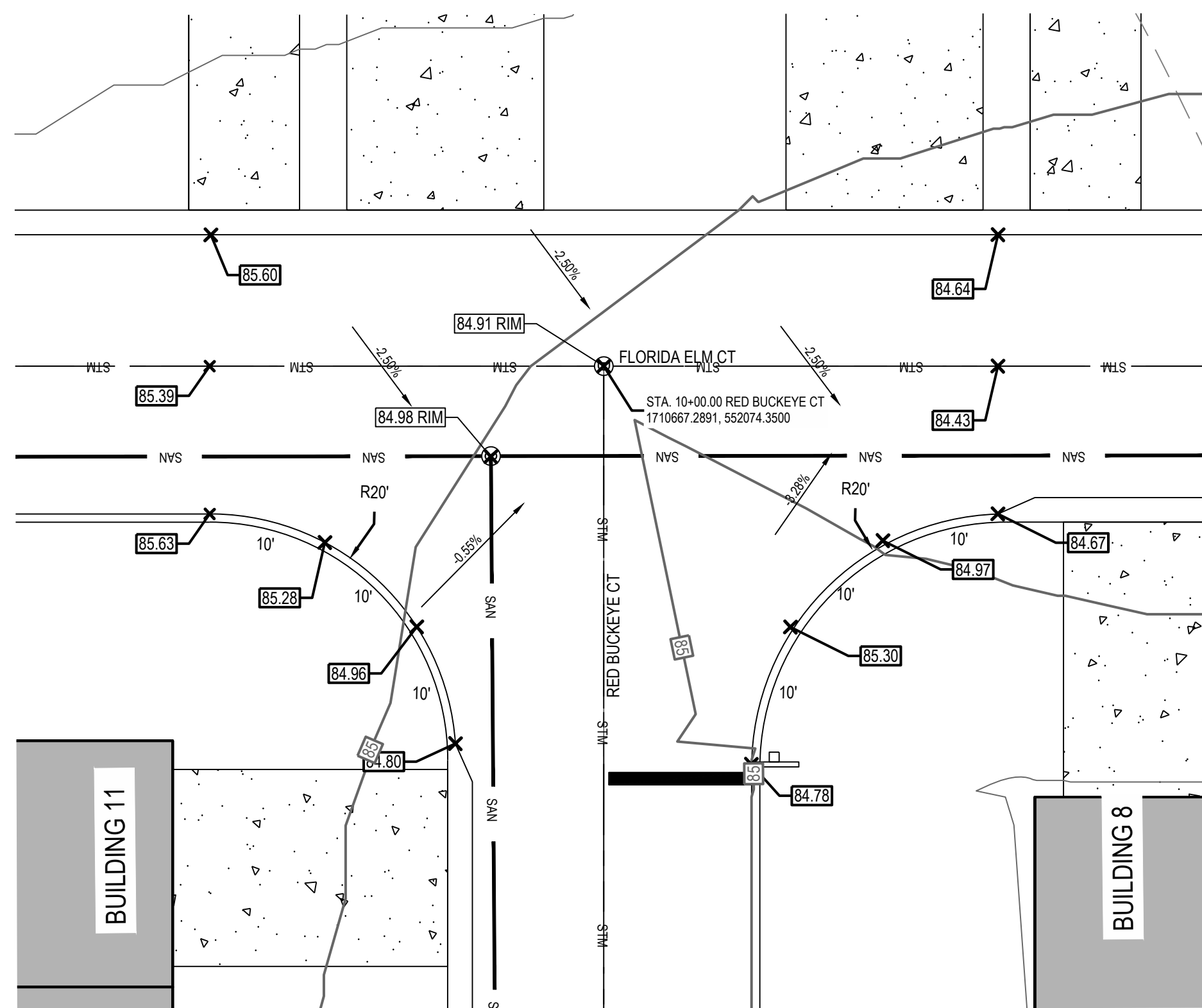
ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG

SHEET NO.
C4.8



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE



TOTAL SITE AREA: 14.72 AC.
TOTAL IMPERVIOUS AREA: 5.22 AC +/-
PERCENTAGE IMPERVIOUS: 35.5%
TOTAL RETENTION AREA: 2.02 AC +/-

GRADING PLAN LEGEND

EXISTING

REFER TO C2.0 FOR EXISTING FEATURES LEGEND

PROPOSED

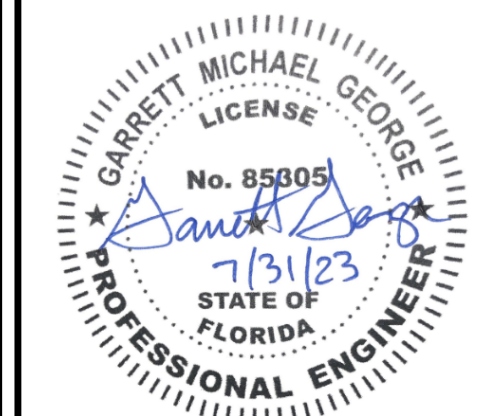
	RIGHT-OF-WAY
	SETBACK
	EASEMENT
	MAJOR CONTOUR
	MINOR CONTOUR
	GRADE BREAK
	FLOW LINE
	STRUCTURE NUMBER
	FDOT TYPE "C" CATCH BASIN
	FDOT TYPE "D" CATCH BASIN
	FDOT TYPE "F" CATCH BASIN
	FDOT TYPE "G" CATCH BASIN
	FDOT MITERED END SECTION: RCP 4 TO 1 SLOPE
	STORM MANHOLE
	CLEANOUT
	YARD DRAIN
	DOWNSPOUT
	FINISHED GRADE ELEVATION
	RIM ELEVATION
	EDGE OF PAVEMENT ELEVATION
	TOP OF CURB ELEVATION FINISHED GRADE ELEVATION
	SLOPE ARROW

NOTES:

1. NO CONSTRUCTION MATERIAL OR EQUIPMENT TO BE STORED IN DETENTION BASINS AT ANY TIME.
2. RETENTION BASINS TO BE GRADED TO 2" ABOVE PROPOSED FINAL BOTTOM ELEVATION UNTIL INITIAL LIFT OF PAVEMENTS ARE INSTALLED, AT WHICH POINT FINAL EXCAVATION CAN TAKE PLACE. PIPE DISCHARGE LOCATIONS SHALL BE "SUMPED" AT FINAL GRADE WITH 3:1 MAX. GRADING UNTIL FINAL RETENTION BASIN EXCAVATION. STORM PIPES SHALL BE CLEANED AND SEDIMENT REMOVED FROM SYSTEM BEFORE FINAL APPROVAL CAN BE ISSUED.
3. UTILITY CROSSINGS ARE TO BE PER FDEP STANDARDS.



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO
 COMMENCE, THE CONTRACTORS SHALL NOTIFY THE
 FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION
 SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES
 WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING
 THIS PROJECT AND ARE NONMEMBERS OF FLORIDA
 UTILITIES PROTECTION SERVICE

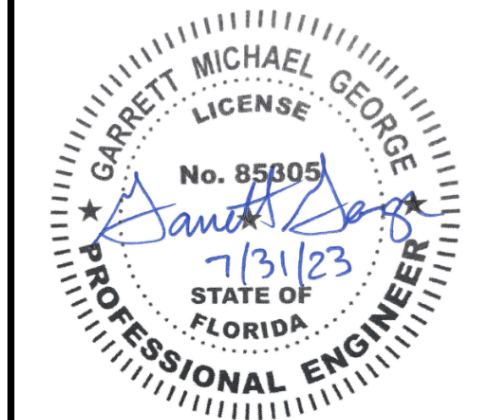
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SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

INTERSECTION DETAILS

ISSUE:	
NOT FOR CONSTRUCTION	
DATE:	
07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO.	
C4.9	

[illegible]

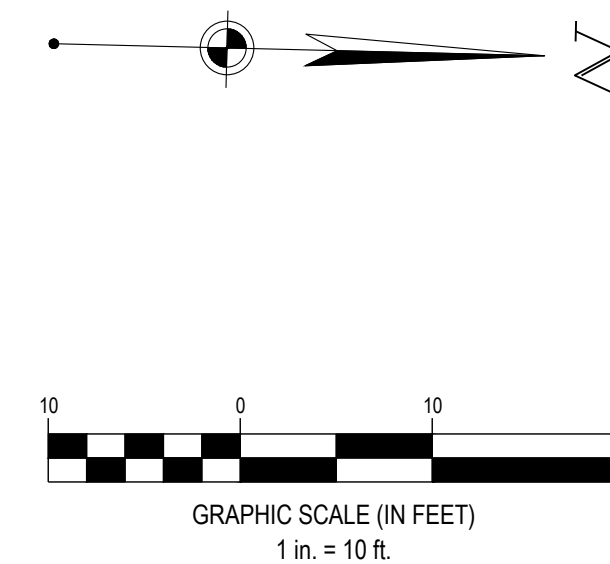
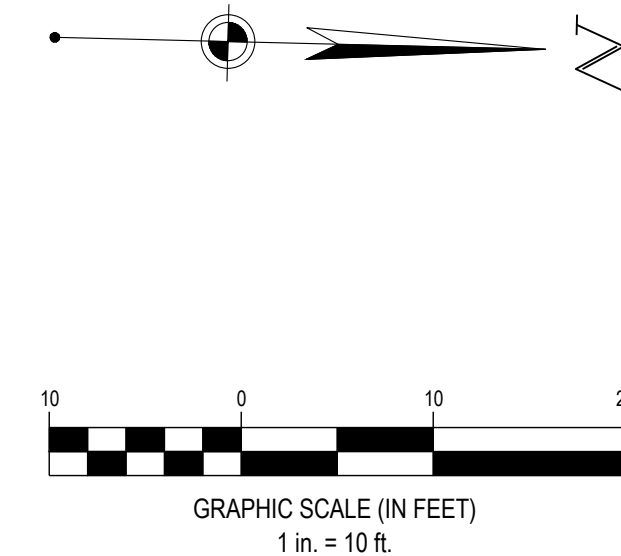
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

INTERSECTION DETAILS

ISSUE: NOT FOR CONSTRUCTION	
DATE: 07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
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CHECKED:	CSG

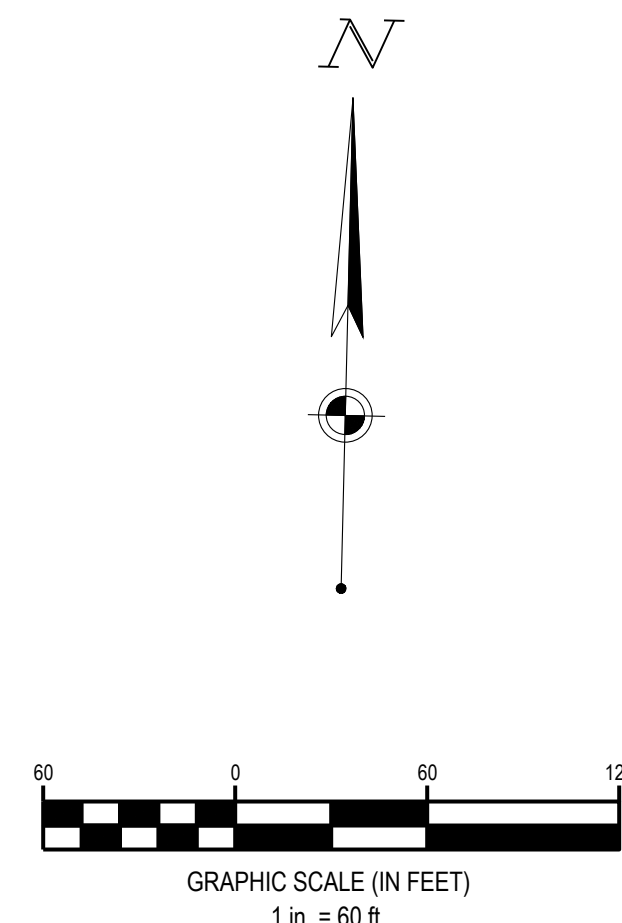
SHEET NO.
C4.10



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE

610 N SPRING GARDEN AVENUE DEI AND EI

SHEET NO
C5.0



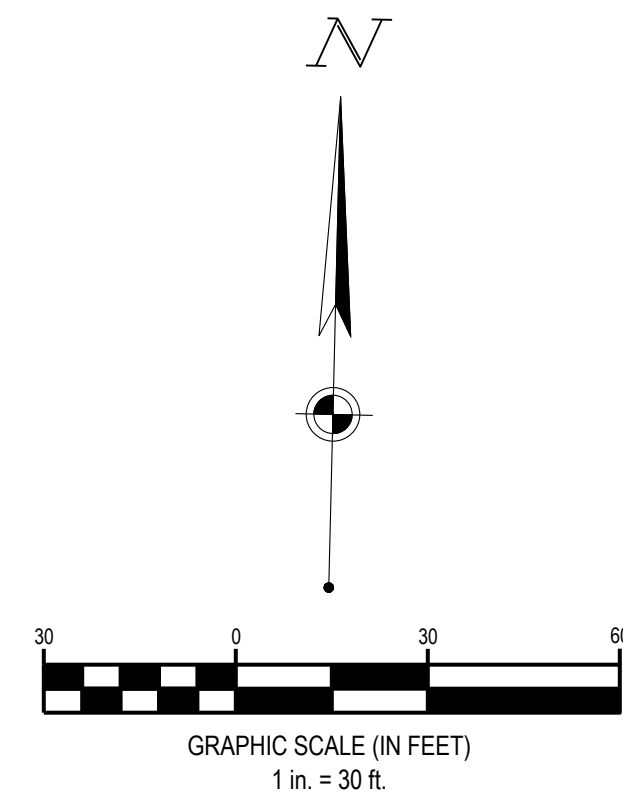
TOTAL SITE AREA: 14.72 AC.
TOTAL IMPERVIOUS AREA: 5.22 AC +/-
PERCENTAGE IMPERVIOUS: 35.5%
TOTAL RETENTION AREA: 2.02 AC +/-

	PROPERTY LINE
	RIGHT-OF-WAY
	SETBACK
	EASEMENT
	MAJOR CONTOUR
	MINOR CONTOUR
	GRADE BREAK
	FLOW LINE
	STRUCTURE NUMBER
	FDOT TYPE "C" CATCH BASIN
	FDOT TYPE "D" CATCH BASIN
	FDOT TYPE "F" CATCH BASIN
	FDOT TYPE "G" CATCH BASIN
	FDOT METERED END SECTION: RCP 4 TO 1 SLOPE
	STORM MANHOLE
	CLEANOUT
	YARD DRAIN
	FINISHED GRADE ELEVATION
	RIM ELEVATION
	HIGH POINT ELEVATION
	TOP OF CURB ELEVATION FINISHED GRADE ELEVATION
	SLOPE ARROW

1. NO CONSTRUCTION MATERIAL OR EQUIPMENT TO BE STORED IN DETENTION BASINS AT ANY TIME.
2. RETENTION BASINS TO BE GRADED TO 2' ABOVE PROPOSED BOTTOM ELEVATION UNTIL INITIAL LIFT OF PAVEMENTS ARE INSTALLED, AT WHICH POINT FINAL EXCAVATION CAN TAKE PLACE. PIPE DISCHARGE LOCATIONS SHALL BE "SUMPED" AT FINAL GRADE WITH 3:1 MAX. GRADING UNTIL FINAL RETENTION BASIN EXCAVATION. STORM PIPES SHALL BE CLEANED AND SEDIMENT REMOVED FROM SYSTEM BEFORE FINAL APPROVAL CAN BE ISSUED.
3. UTILITY CROSSINGS ARE TO BE PER FDEP STANDARDS.



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



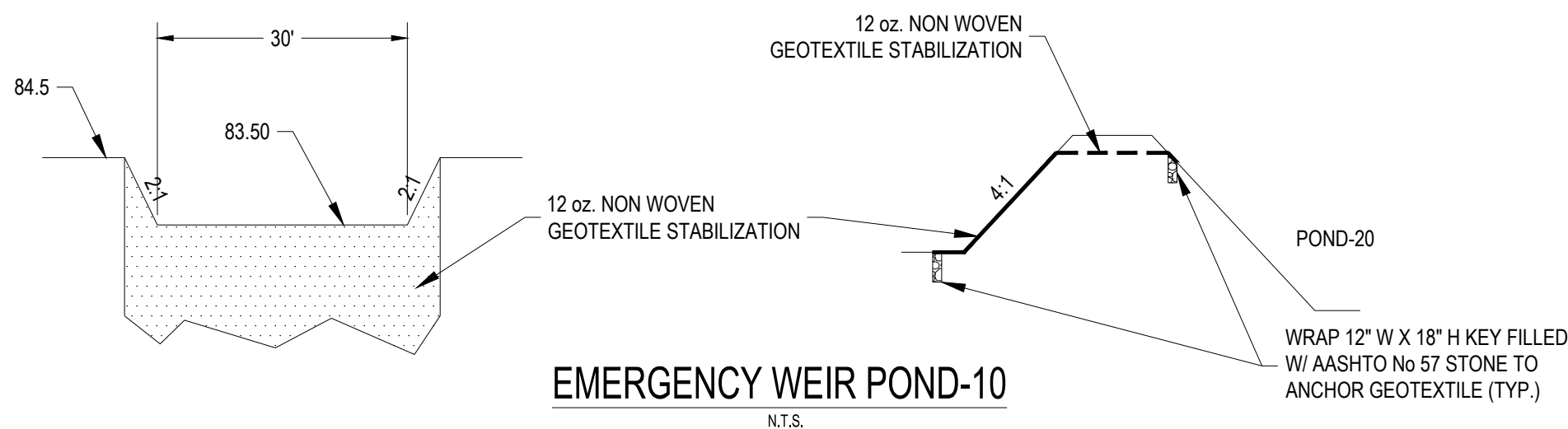
<u>EXISTING</u>	
REFER TO C2.0 FOR EXISTING FEATURES LEGEND	
<u>PROPOSED</u>	
	PROPERTY LINE
	RIGHT-OF-WAY
	SETBACK
	EASEMENT
	MAJOR CONTOUR
	MINOR CONTOUR
	GRADE BREAK
	FLOW LINE
	STRUCTURE NUMBER
	FDOT TYPE "C" CATCH BASIN
	FDOT TYPE "D" CATCH BASIN
	FDOT TYPE "F" CATCH BASIN
	FDOT TYPE "G" CATCH BASIN
	FDOT MITERED END SECTION: RCP TO 1 SLOPE
	STORM MANHOLE
	CLEANOUT
	YARD DRAIN
	FINISHED GRADE ELEVATION
	RIM ELEVATION
	HIGH POINT ELEVATION
	TOP OF CURB ELEVATION
	FINISHED GRADE ELEVATION
	SLOPE ARROW

NOTES:

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3. UTILITY CROSSINGS ARE TO BE PER FDEP STANDARDS.

STORM STRUCTURE SCHEDULE			
NO.	STRUCTURE	GRATE	INVERT
D107	TYPE F DBI	86.09	79.58 (18") W 79.57 (18") E 79.47 (18") S
D116	TYPE D DBI	85.96	77.90 (18") S
D118	TYPE D DBI	85.56	78.01 (18") S
D109	TYPE F DBI	85.10	79.67 (18") W
D101A	60" MH	84.99	76.10 (36") N 76.08 (36") S 76.08 (18") E
D104	60" MH	84.91	76.78 (24") E 78.38 (18") N 76.78 (36") S
D117	TYPE D DBI	84.80	77.74 (18") N 77.74 (18") E
D108	TYPE G DBI	84.71	79.71 (18") E
D120	60" MH	84.45	76.36 (36") N 76.36 (36") SW
D103	TYPE F DBI	84.10	76.53 (36") N 76.53 (36") S
D105	TYPE F DBI	84.05	78.94 (18") N 78.84 (18") S
D106	TYPE F DBI	84.02	79.34 (18") N 79.24 (18") S
D119	TYPE D DBI	83.71	77.63 (18") N 77.63 (18") W 77.63 (18") S
D113	TYPE F DBI	83.57	78.18 (18") S
D102	TYPE F DBI	83.54	76.23 (36") NE 76.23 (36") NW 76.23 (36") S
D110	TYPE F DBI	83.27	77.47 (18") E 77.47 (18") N 77.47 (24") W
D112	TYPE F DBI	83.05	77.94 (18") N 77.94 (18") S
D114	48" MH	82.80	76.27 (18") W
D111	48" MH	82.79	77.66 (18") N 77.66 (18") W
D121	TYPE D DBI	82.19	76.45 (18") SE
D100	FLARED END SECTION	79.83	76.00 (36") N

STORM PIPE TABLE				
Pipe Start Structure	Pipe End Structure	Size	Length	Slope
D113	D112	18.000	134.728	0.18%
D111	D110	18.000	126.846	0.15%
D104	D103	36.000	161.338	0.15%
D101A	D100	36.000	94.619	0.08%
D107	D106	18.000	63.151	0.21%
D102	D101A	36.000	42.436	0.30%
D103	D120	36.000	175.921	0.10%
D106	D105	18.000	201.204	0.15%
D108	D107	18.000	92.625	0.15%
D109	D107	18.000	66.091	0.15%
D111	D112	18.000	187.125	-0.15%
D110	D104	24.000	143.154	0.48%
D105	D104	18.000	57.498	0.81%
D101A	D114	18.000	189.359	-0.10%
D116	D117	18.000	126.594	0.12%
D119	D110	18.000	162.852	0.10%
D118	D119	18.000	128.335	0.30%
D121	D102	18.000	107.874	0.20%
D120	D102	36.000	38.000	0.34%
D119	D117	18.000	60.158	-0.19%

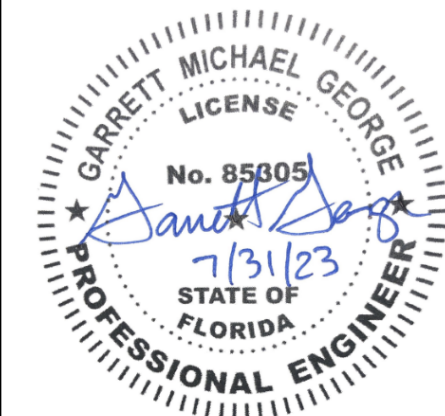


FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



REVISION DESCRIPTION

NO.	DATE
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SPRING GARDEN
TOWNHOMES
DELAND, FL

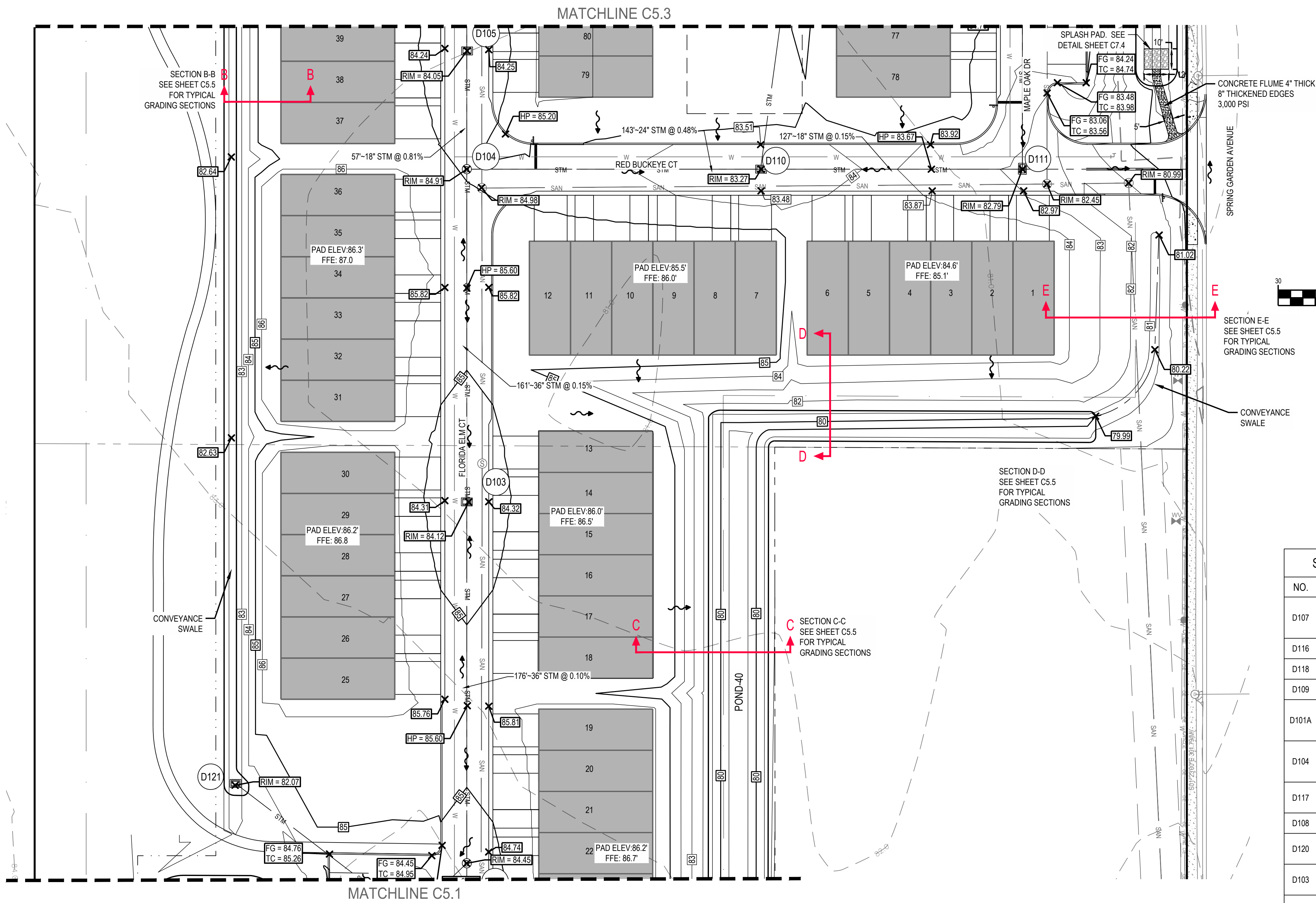
610 N SPRING GARDEN AVENUE, DE LAND, FL

GRADING PLAN

ISSUE:	NOT FOR CONSTRUCTION
DATE:	07/31/2023

JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG

SHEET NO
C5.1



GRADING PLAN LEGEND

- EXISTING
REFER TO C2.0 FOR EXISTING FEATURES LEGEND
- PROPOSED
- PROPERTY LINE
 - R/W
 - RIGHT-OF-WAY
 - SETBACK
 - EASEMENT
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - GRADE BREAK
 - FLOW LINE
 - STRUCTURE NUMBER
 - FOOT TYPE "C" CATCH BASIN
 - FOOT TYPE "D" CATCH BASIN
 - FOOT TYPE "F" CATCH BASIN
 - FOOT TYPE "G" CATCH BASIN
 - FOOT MITERED END SECTION: RCP 4 TO 1 SLOPE
 - STORM MANHOLE
 - CLEANOUT
 - YARD DRAIN
 - FINISHED GRADE ELEVATION
 - RIM ELEVATION
 - HIGH POINT ELEVATION
 - TOP OF CURB ELEVATION
 - FINISHED GRADE ELEVATION
 - SLOPE ARROW

NOTES:

- NO CONSTRUCTION MATERIAL OR EQUIPMENT TO BE STORED IN DETENTION BASINS AT ANY TIME.
- RETENTION BASINS TO BE GRADED TO 2' ABOVE PROPOSED BOTTOM ELEVATION UNTIL INITIAL LIFT OF PAVEMENTS ARE INSTALLED. AT WHICH POINT FINAL EXCAVATION CAN TAKE PLACE. PIPE DISCHARGE LOCATIONS SHALL BE "SUMPED" AT FINAL GRADE WITH 3:1 MAX. GRADING UNTIL FINAL RETENTION BASIN EXCAVATION. STORM PIPES SHALL BE CLEANED AND SEDIMENT REMOVED FROM SYSTEM BEFORE FINAL APPROVAL CAN BE ISSUED.
- UTILITY CROSSINGS ARE TO BE PER FDEP STANDARDS.

STORM STRUCTURE SCHEDULE

NO.	STRUCTURE	GRATE	INVERT
D107	TYPE F DBI	86.09	79.58 (18") W 79.57 (18") E 79.47 (18") S
D116	TYPE D DBI	85.96	77.90 (18") S
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D109	TYPE F DBI	85.10	79.67 (18") W
D101A	60" MH	84.99	76.10 (36") N 76.08 (36") S 76.08 (18") E
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D111	48" MH	82.79	77.66 (18") N 77.66 (18") W
D121	TYPE D DBI	82.19	76.45 (18") SE
D100	FLARED END SECTION	79.83	76.00 (36") N

STORM PIPE TABLE

Pipe Start Structure	Pipe End Structure	Size	Length	Slope
D113	D112	18.000	134.728	0.18%
D111	D110	18.000	126.846	0.15%
D104	D103	36.000	161.338	0.15%
D101A	D100	36.000	94.619	0.08%
D107	D106	18.000	63.151	0.21%
D102	D101A	36.000	42.436	0.30%
D103	D120	36.000	175.921	0.10%
D106	D105	18.000	201.204	0.15%
D108	D107	18.000	92.625	0.15%
D109	D107	18.000	66.091	0.15%
D111	D112	18.000	187.125	-0.15%
D110	D104	24.000	143.154	0.48%
D105	D104	18.000	57.498	0.81%
D101A	D114	18.000	189.359	-0.10%
D116	D117	18.000	126.594	0.12%
D119	D110	18.000	162.852	0.10%
D118	D119	18.000	128.335	0.30%
D121	D102	18.000	107.874	0.20%
D120	D102	36.000	38.000	0.34%
D119	D117	18.000	60.158	-0.19%

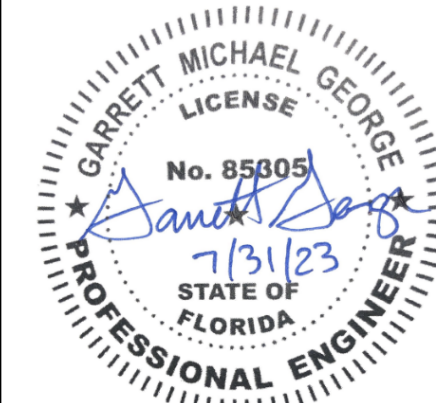


FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



REVISION DESCRIPTION

NO. DATE



SPRING GARDEN
TOWNHOMES
DELAND, FL

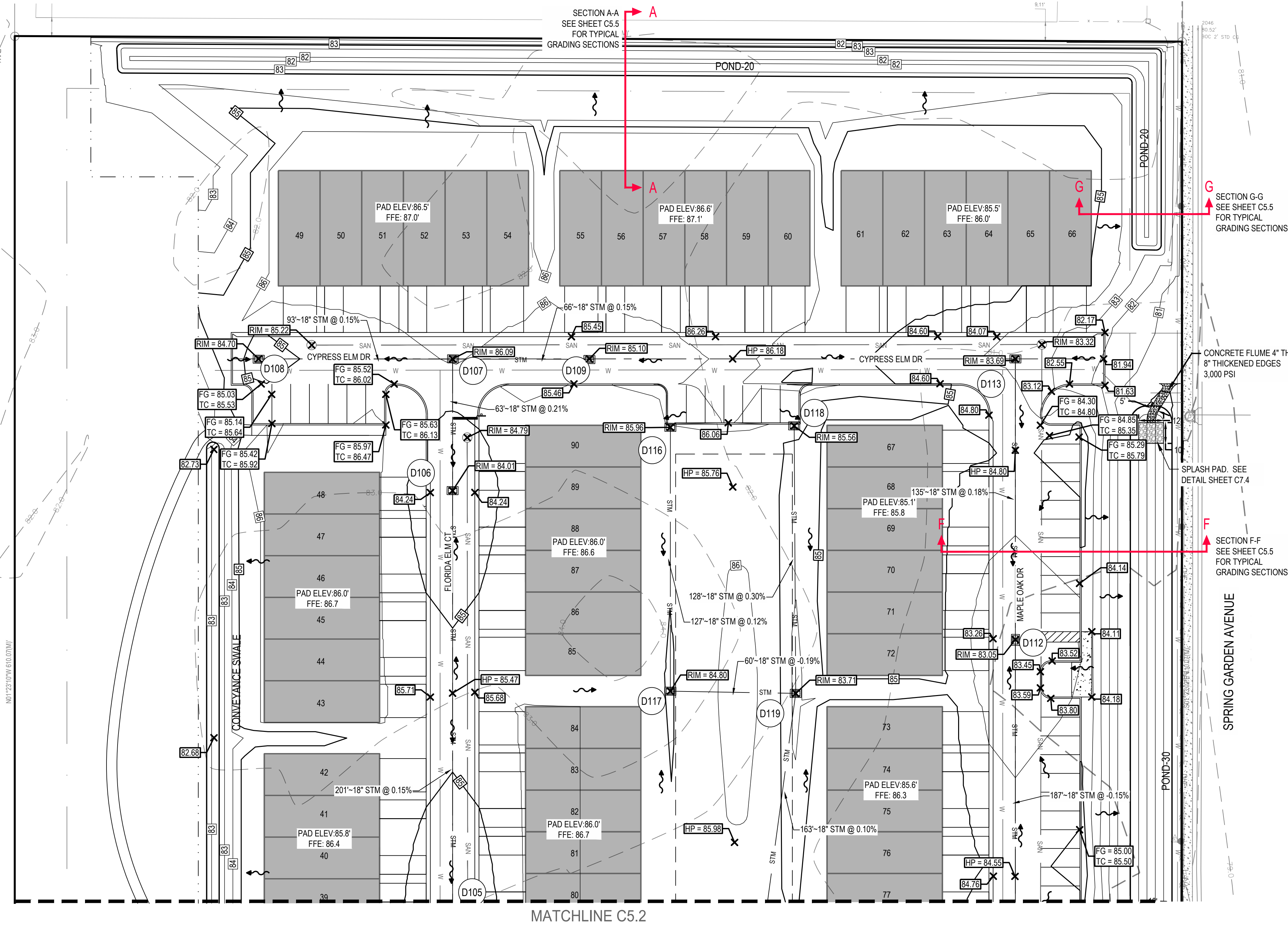
610 N SPRING GARDEN AVENUE, DELAND, FL

GRADING PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C5.2



GRADING PLAN LEGEND

- EXISTING
REFER TO C2.0 FOR EXISTING FEATURES LEGEND
- PROPOSED
- PROPERTY LINE
 - RIGHT-OF-WAY
 - SETBACK
 - EASEMENT
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - GRADE BREAK
 - FLOW LINE
 - STRUCTURE NUMBER
 - FDOT TYPE "C" CATCH BASIN
 - FDOT TYPE "D" CATCH BASIN
 - FDOT TYPE "F" CATCH BASIN
 - FDOT TYPE "G" CATCH BASIN
 - FDOT MITERED END SECTION: RCP 4 TO 1 SLOPE
 - STORM MANHOLE
 - CLEANOUT
 - YARD DRAIN
 - FINISHED GRADE ELEVATION
 - RIM ELEVATION
 - HIGH POINT ELEVATION
 - TOP OF CURB ELEVATION
 - FINISHED GRADE ELEVATION
 - SLOPE ARROW

NOTES:

- NO CONSTRUCTION MATERIAL OR EQUIPMENT TO BE STORED IN DETENTION BASINS AT ANY TIME.
- RETENTION BASINS TO BE GRADED TO 2' ABOVE PROPOSED BOTTOM ELEVATION UNTIL FINAL LIFT OF PAVEMENTS ARE INSTALLED. AT WHICH POINT FINAL EXCAVATION CAN TAKE PLACE. PIPE DISCHARGE LOCATIONS SHALL BE "SUMPED" AT FINAL GRADE WITH 3:1 MAX. GRADING UNTIL FINAL RETENTION BASIN EXCAVATION. STORM PIPES SHALL BE CLEANED AND SEDIMENT REMOVED FROM SYSTEM BEFORE FINAL APPROVAL CAN BE ISSUED.
- UTILITY CROSSINGS ARE TO BE PER FDEP STANDARDS.

STORM STRUCTURE SCHEDULE				
NO.	STRUCTURE	GRATE	INVERT	
D107	TYPE F DBI	86.09	79.58 (18") W	79.57 (18") E
D116	TYPE D DBI	85.96	77.90 (18") S	79.47 (18") S
D118	TYPE D DBI	85.56	78.01 (18") S	
D109	TYPE F DBI	85.10	79.67 (18") W	
D101A	60" MH	84.99	76.10 (36") N	76.08 (36") S
D104	60" MH	84.91	76.78 (24") E	78.38 (18") N
D117	TYPE D DBI	84.80	77.74 (18") N	77.74 (18") E
D108	TYPE G DBI	84.71	79.71 (18") E	
D120	60" MH	84.45	76.36 (36") N	76.36 (36") SW
D103	TYPE F DBI	84.10	76.53 (36") N	76.53 (36") S
D105	TYPE F DBI	84.05	78.94 (18") N	78.84 (18") S
D106	TYPE F DBI	84.02	79.34 (18") N	79.24 (18") S
D119	TYPE D DBI	83.71	77.63 (18") N	77.63 (18") W
D113	TYPE F DBI	83.57	78.18 (18") S	
D102	TYPE F DBI	83.54	76.23 (36") NE	76.23 (18") NW
D110	TYPE F DBI	83.27	77.47 (18") E	77.47 (18") N
D112	TYPE F DBI	83.05	77.94 (18") N	77.94 (18") S
D114	48" MH	82.80	76.27 (18") W	
D111	48" MH	82.79	77.66 (18") N	77.66 (18") W
D121	TYPE D DBI	82.19	76.45 (18") SE	
D100	FLARED END SECTION	79.83	76.00 (36") N	

STORM PIPE TABLE				
Pipe Start Structure	Pipe End Structure	Size	Length	Slope
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D119	D117	18.000	60.158	-0.19%



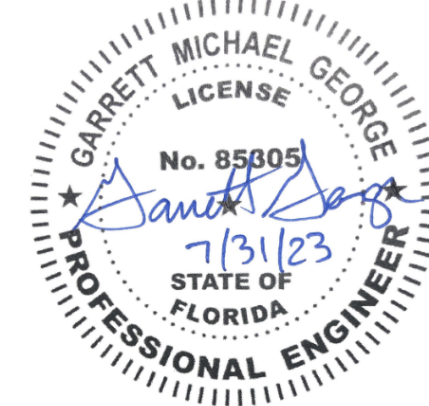
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REVISION DESCRIPTION

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SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

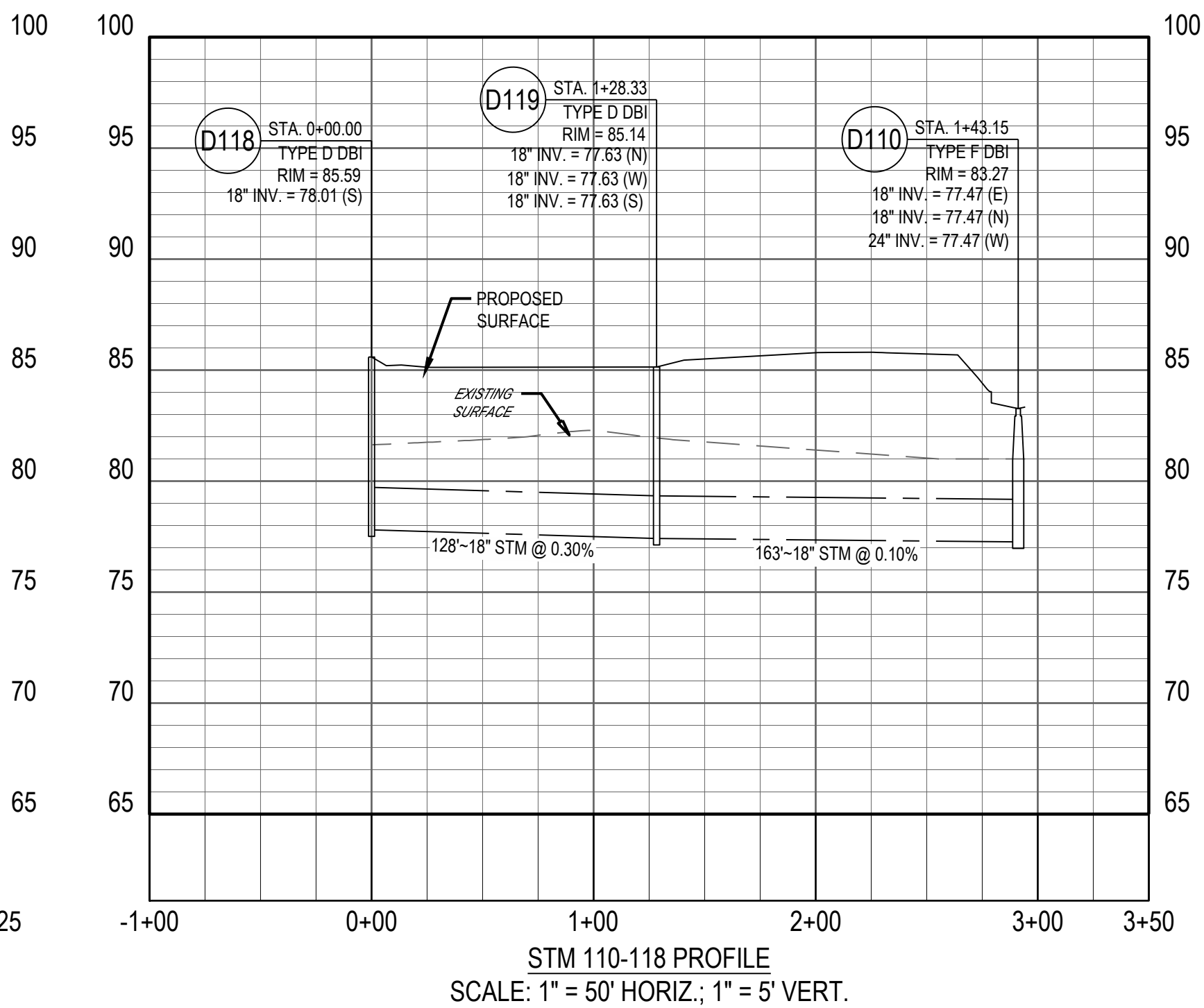
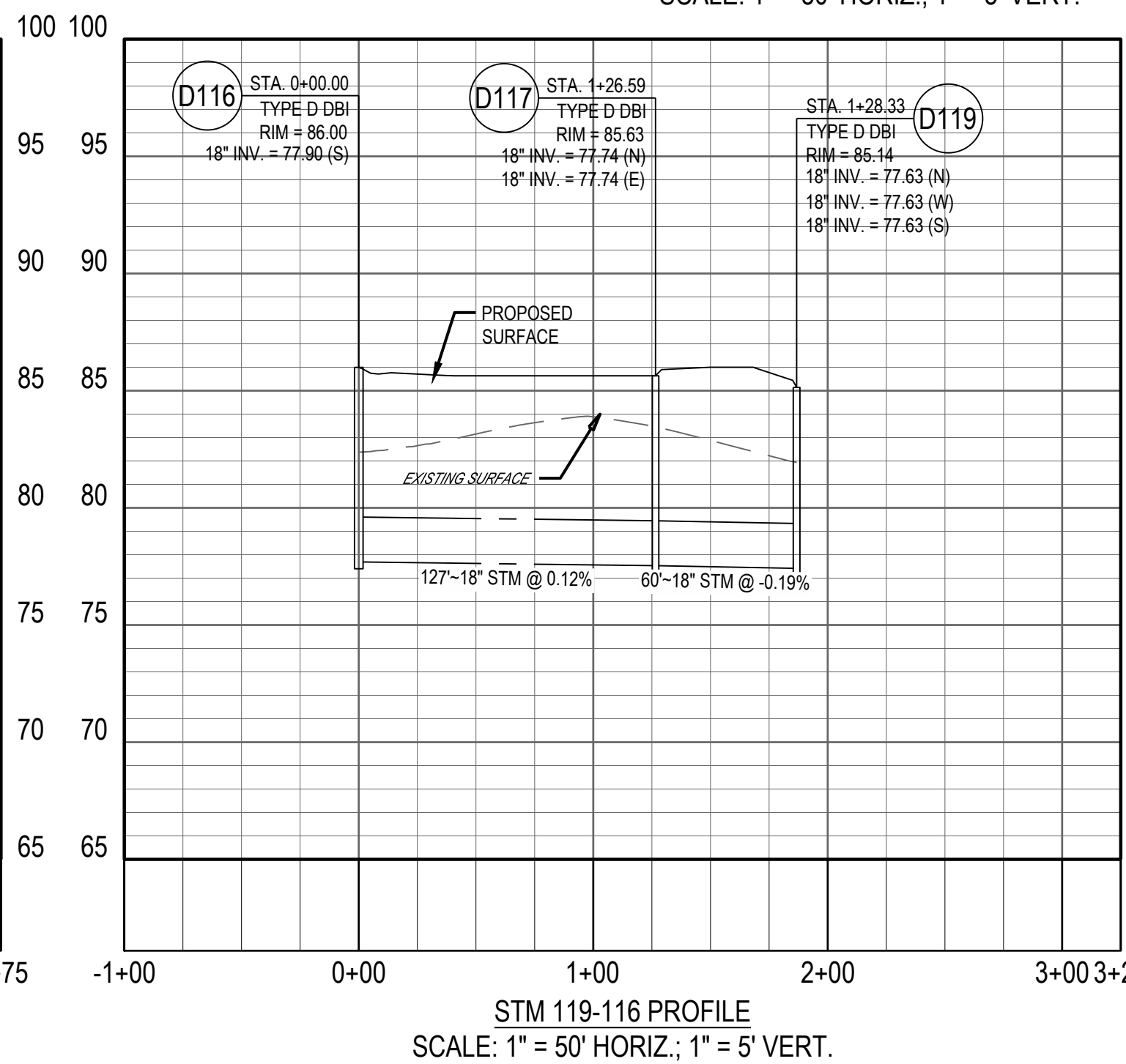
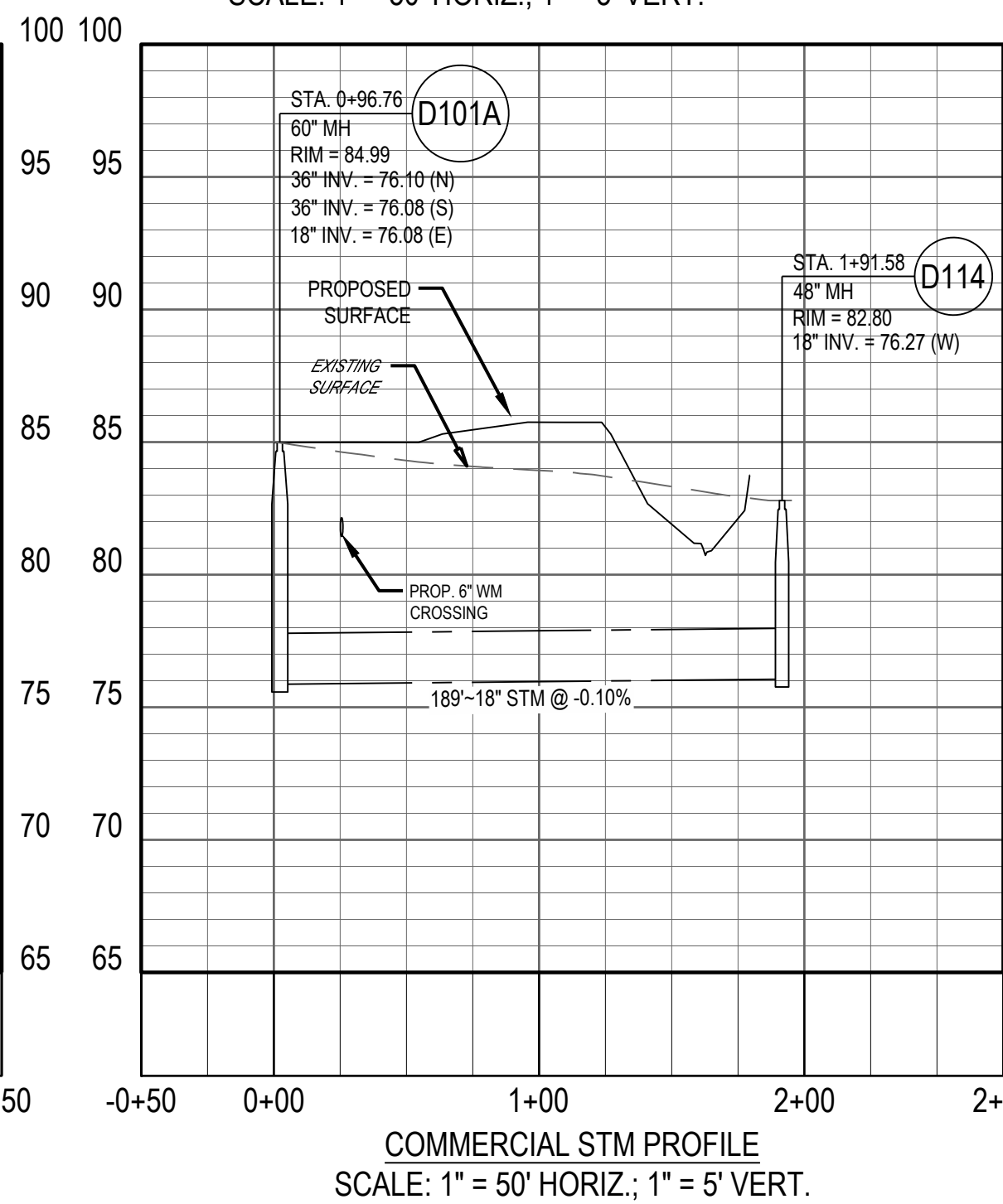
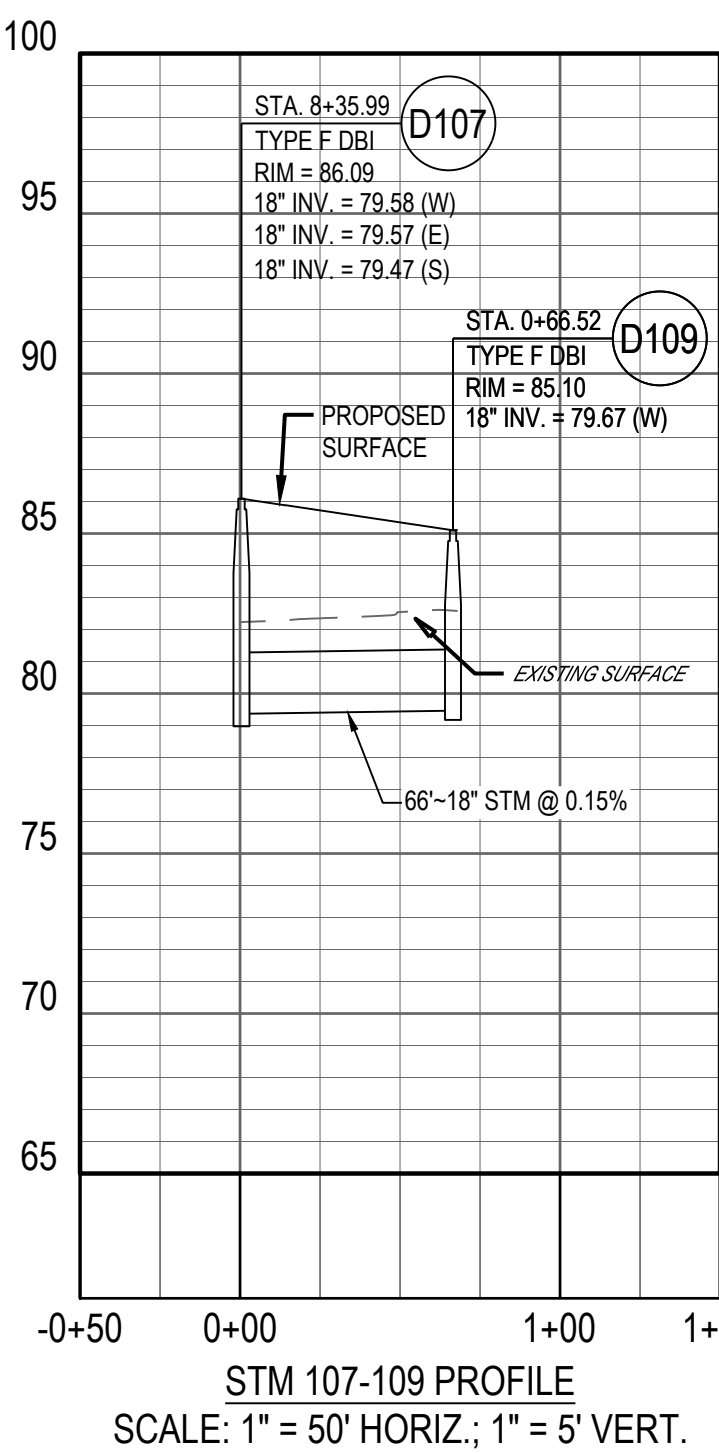
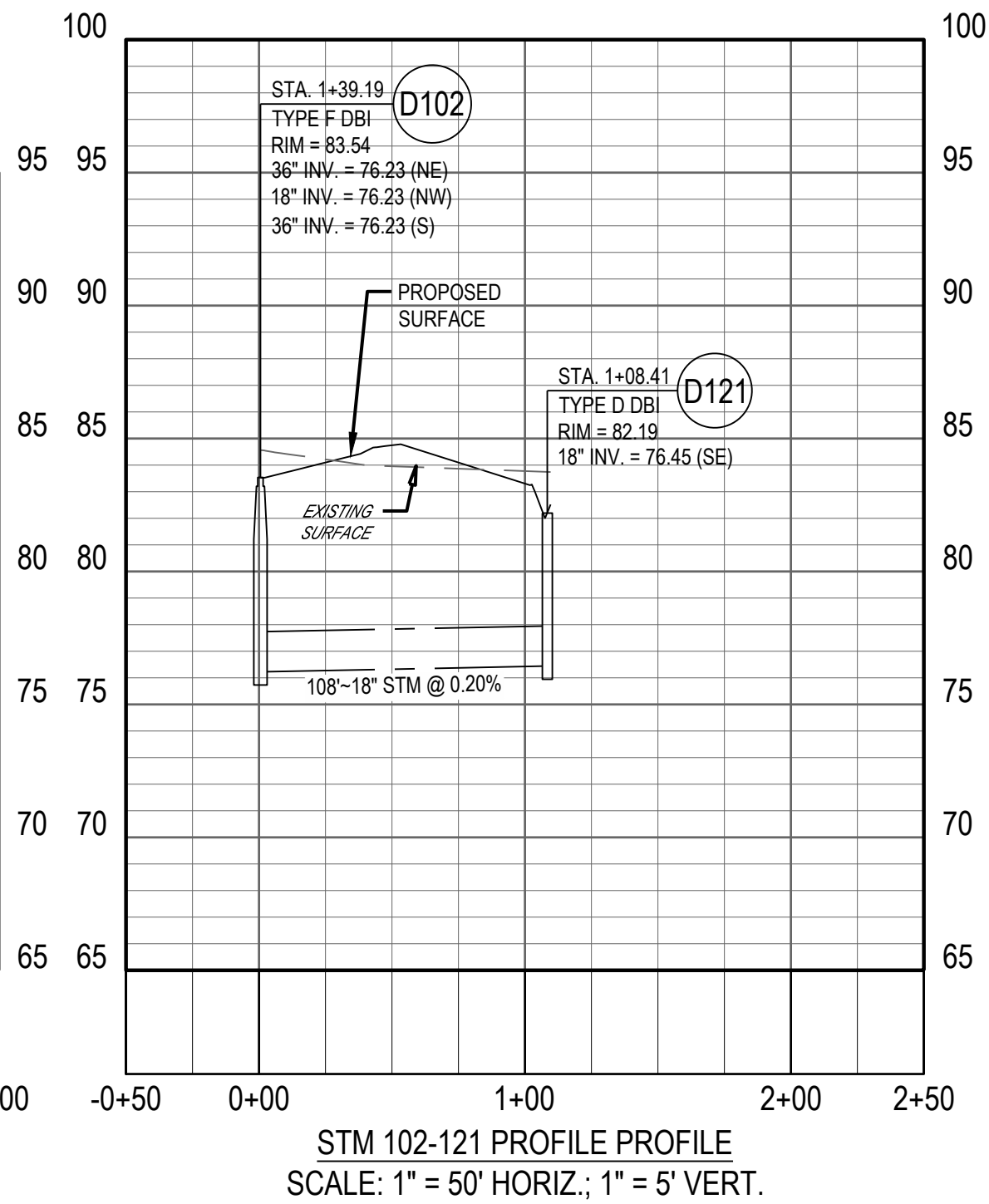
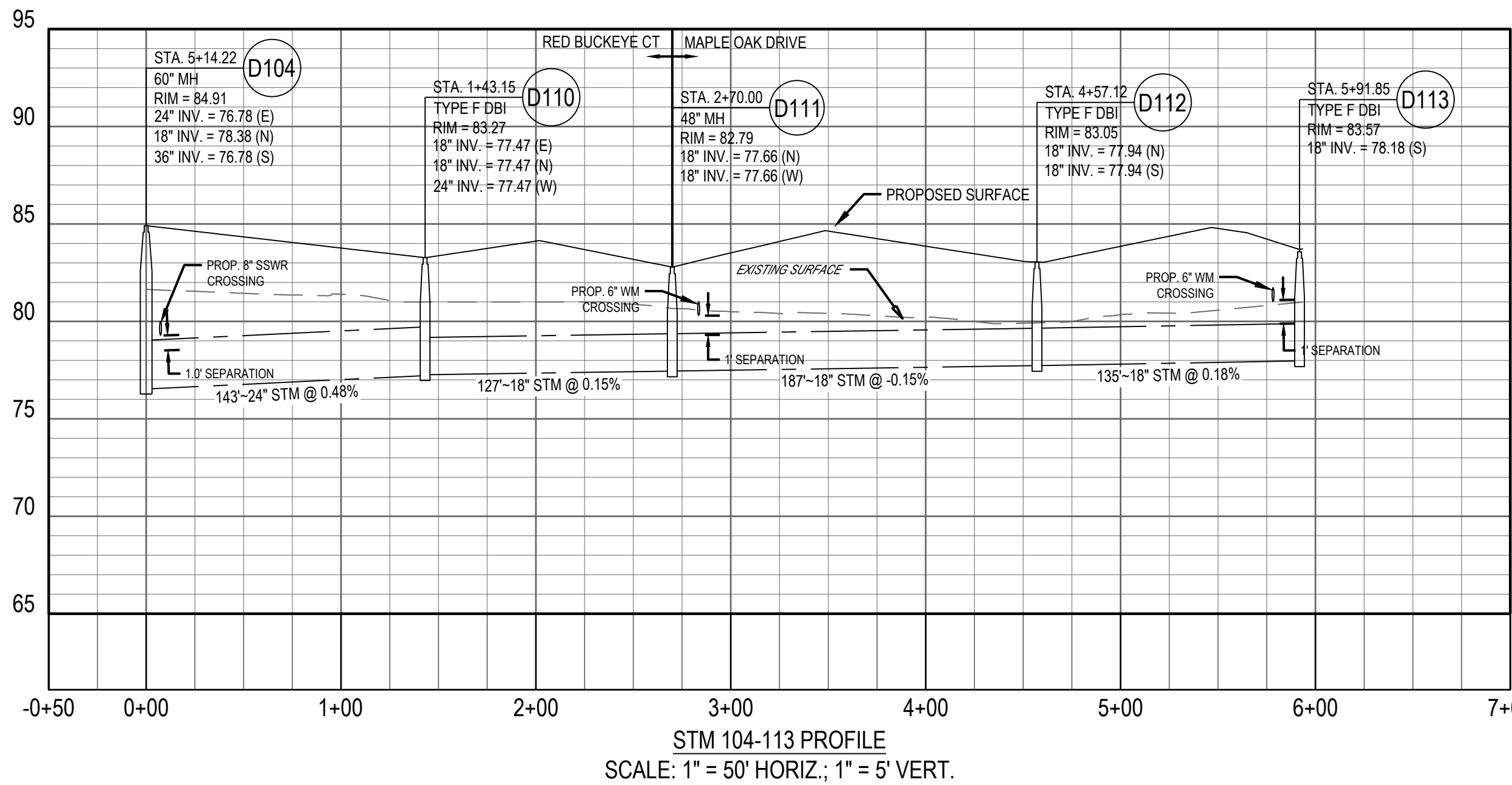
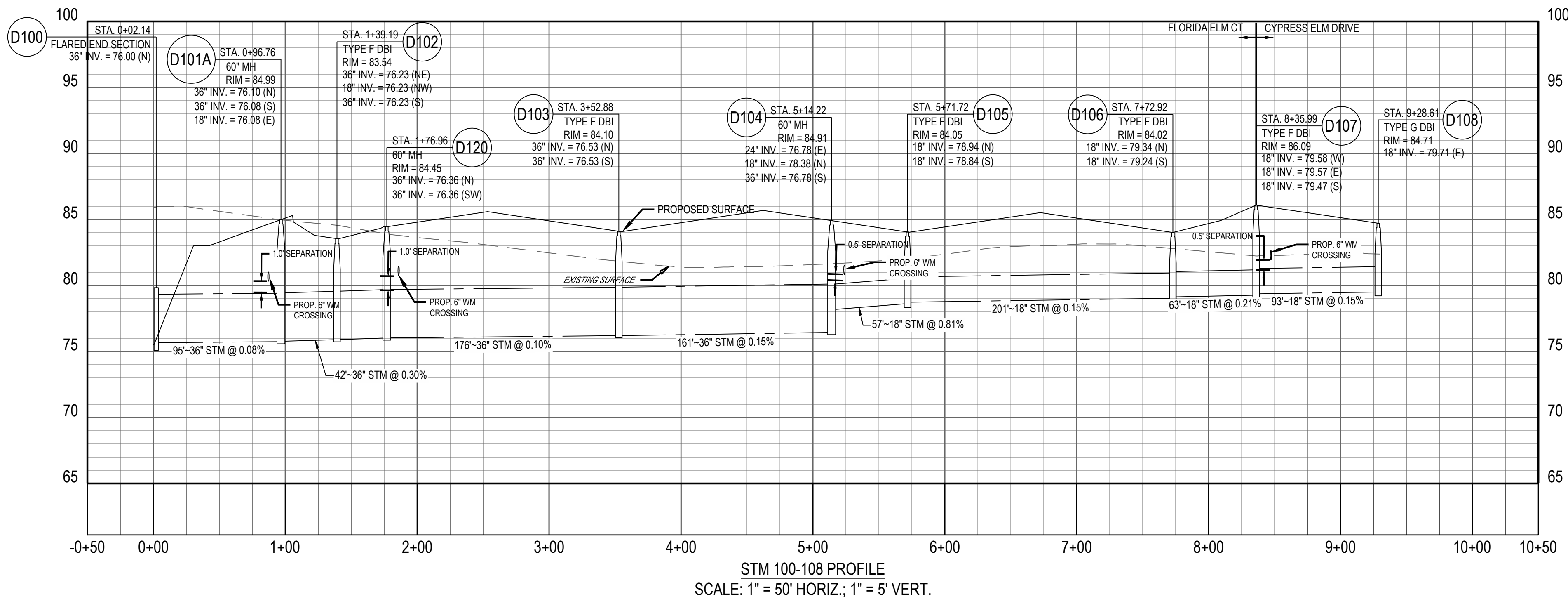
GRADING PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
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SHEET NO.
C5.3

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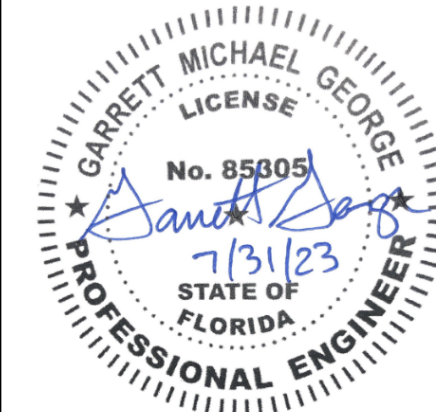
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REVISION DESCRIPTION

DATE

NO.



SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

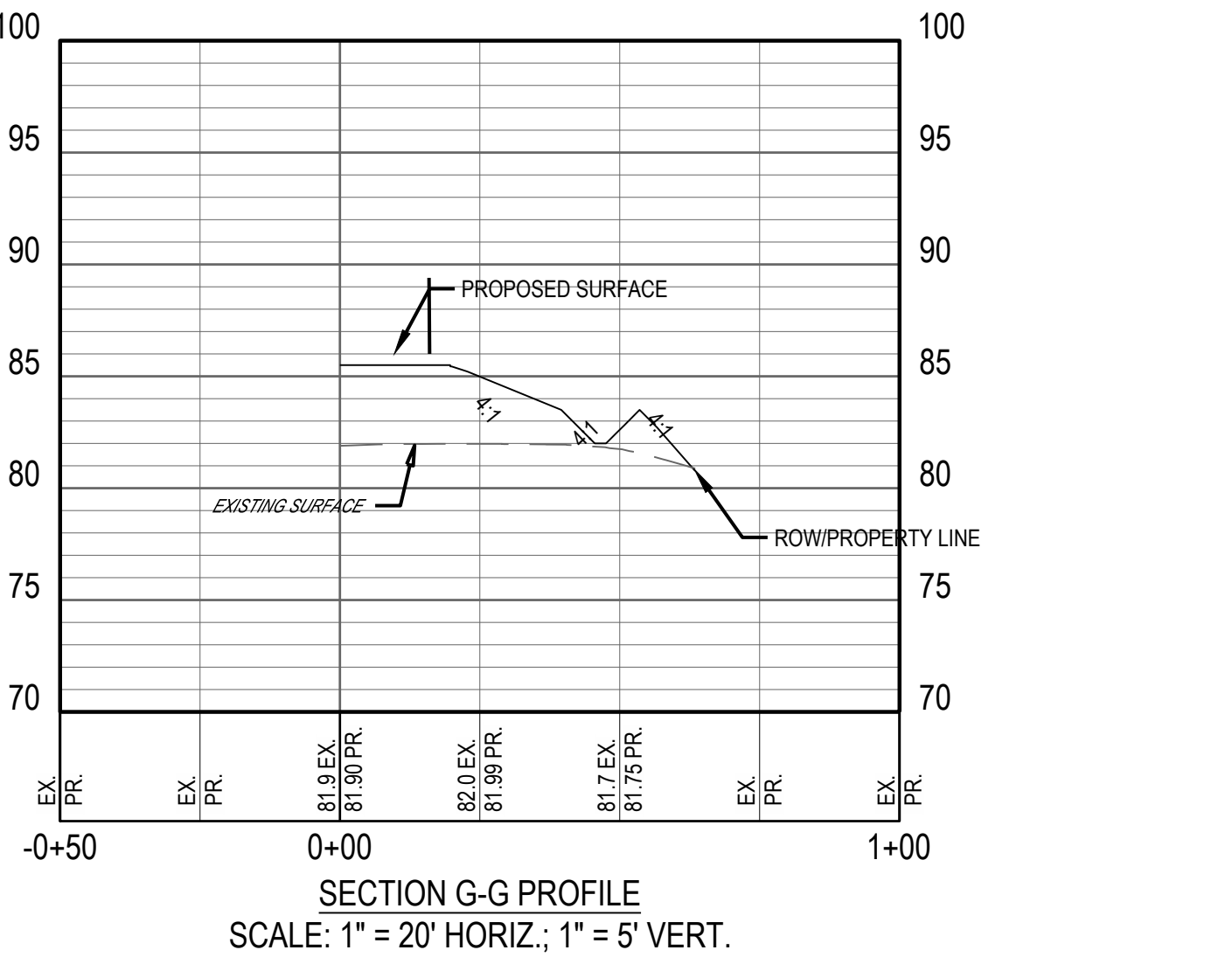
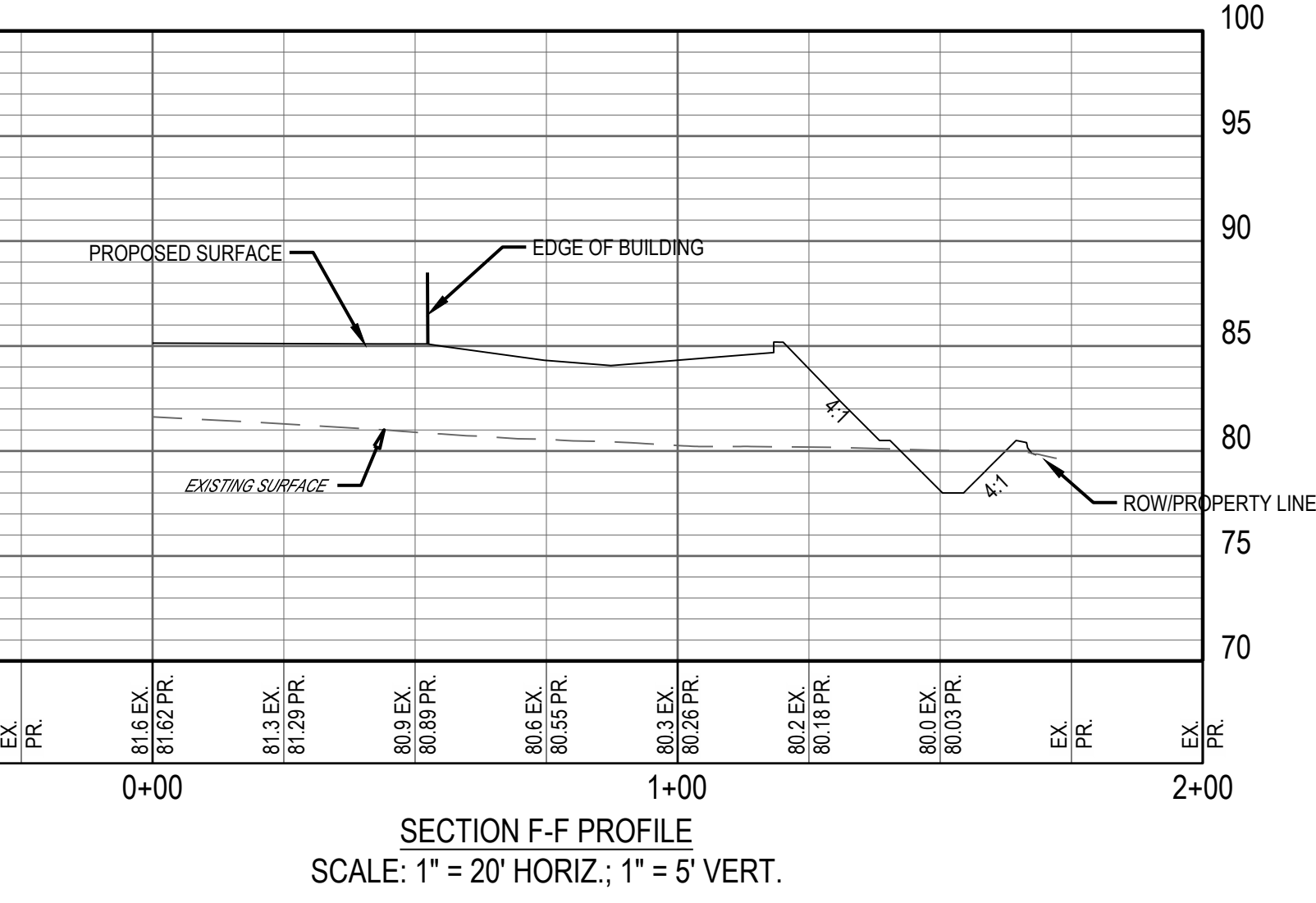
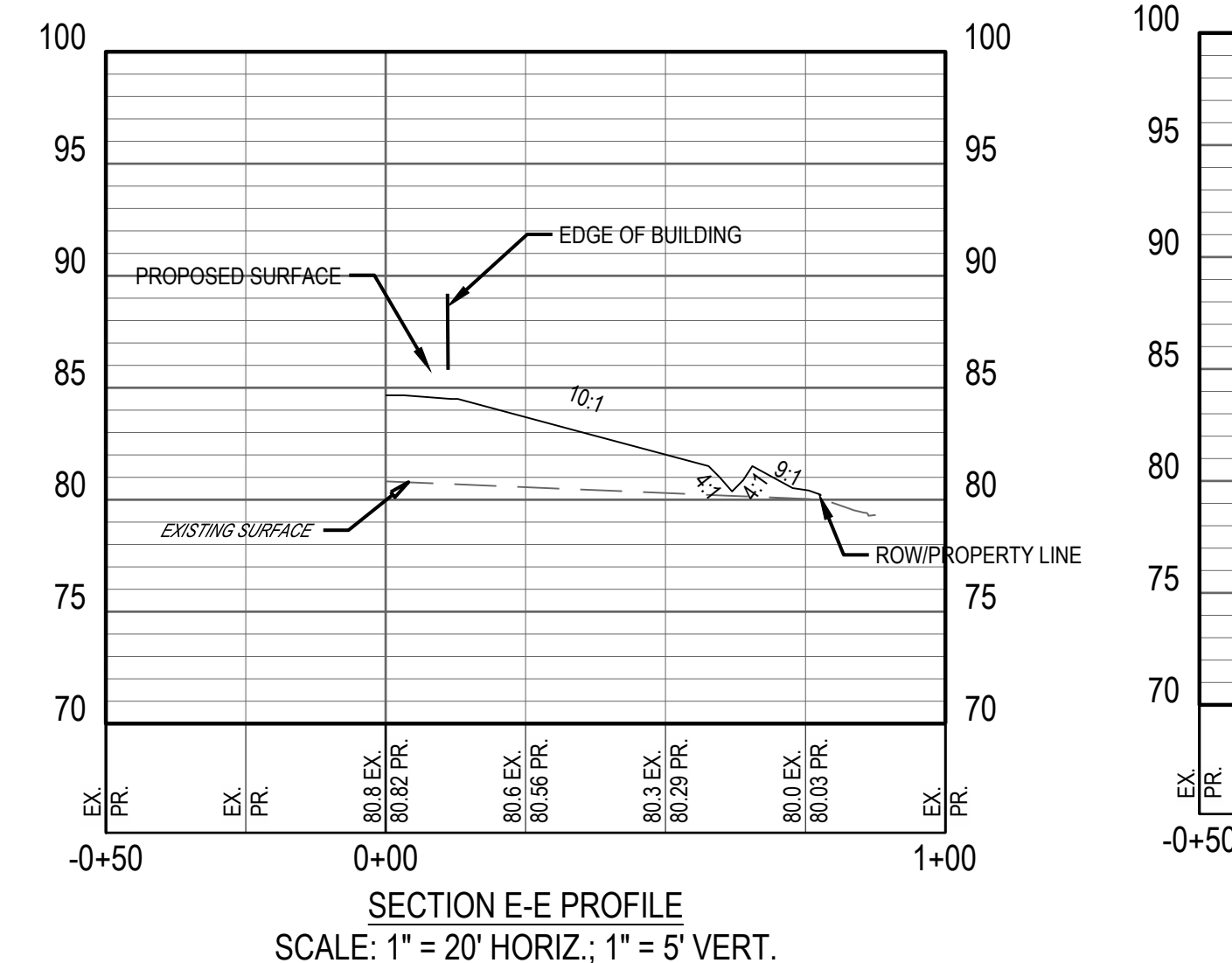
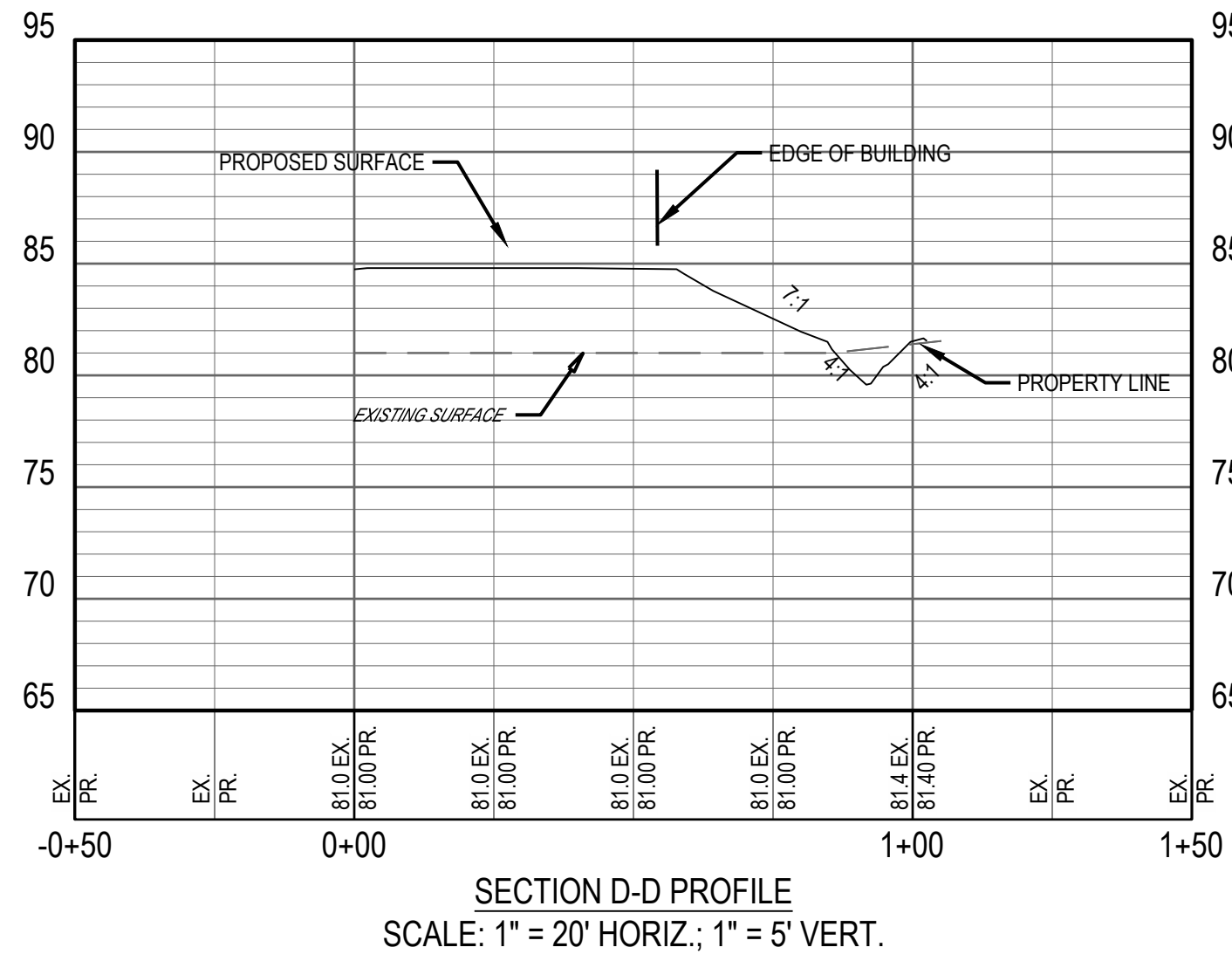
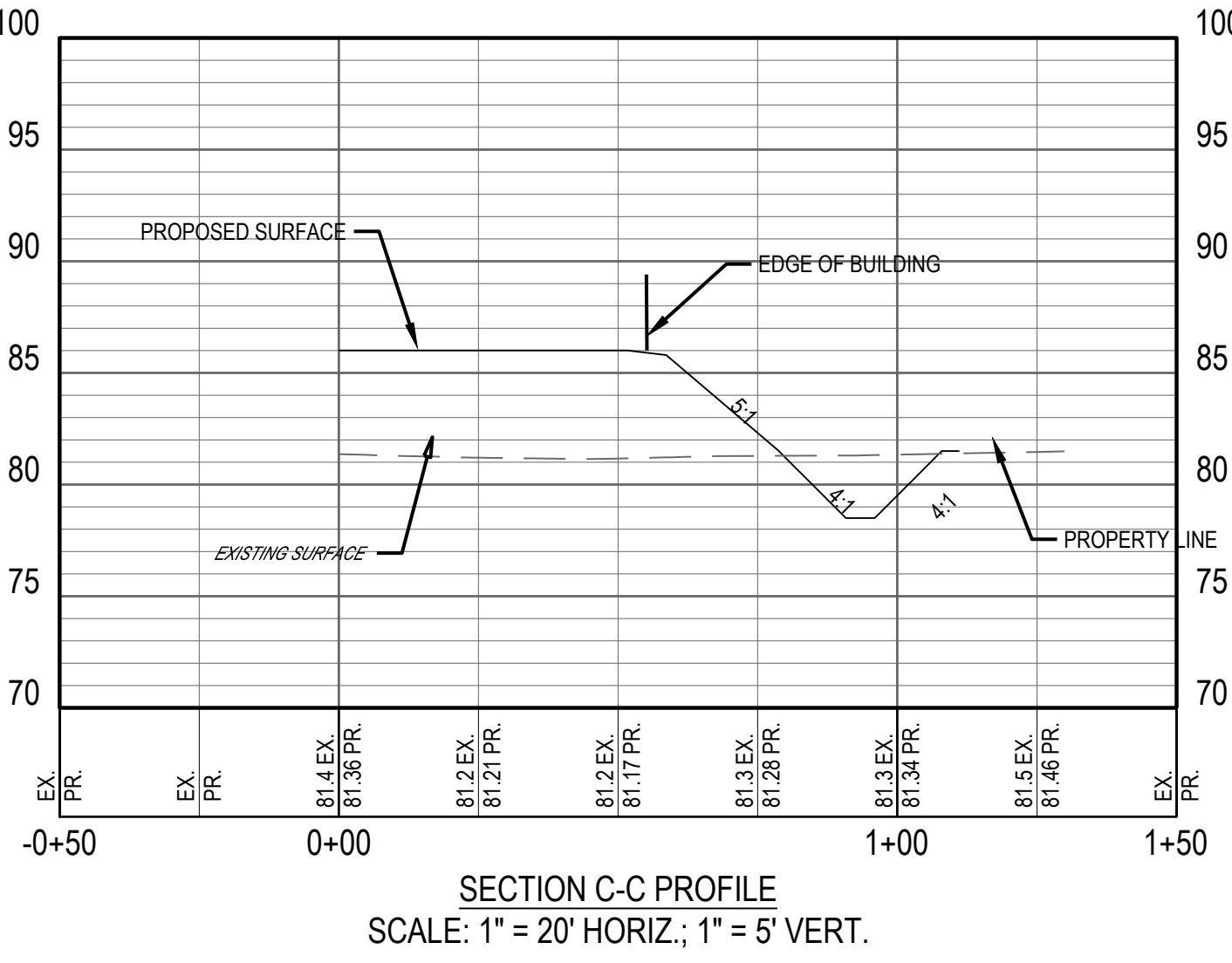
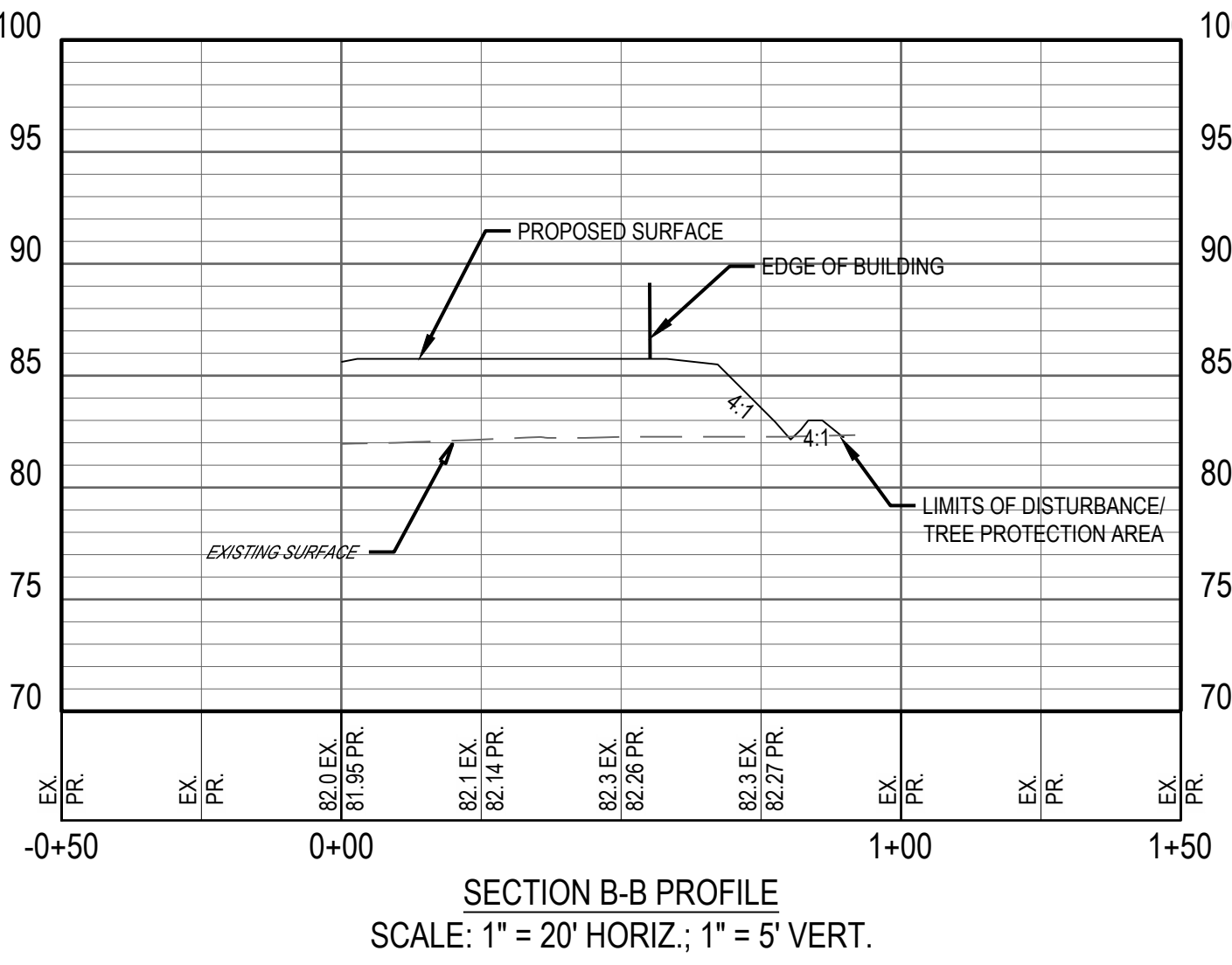
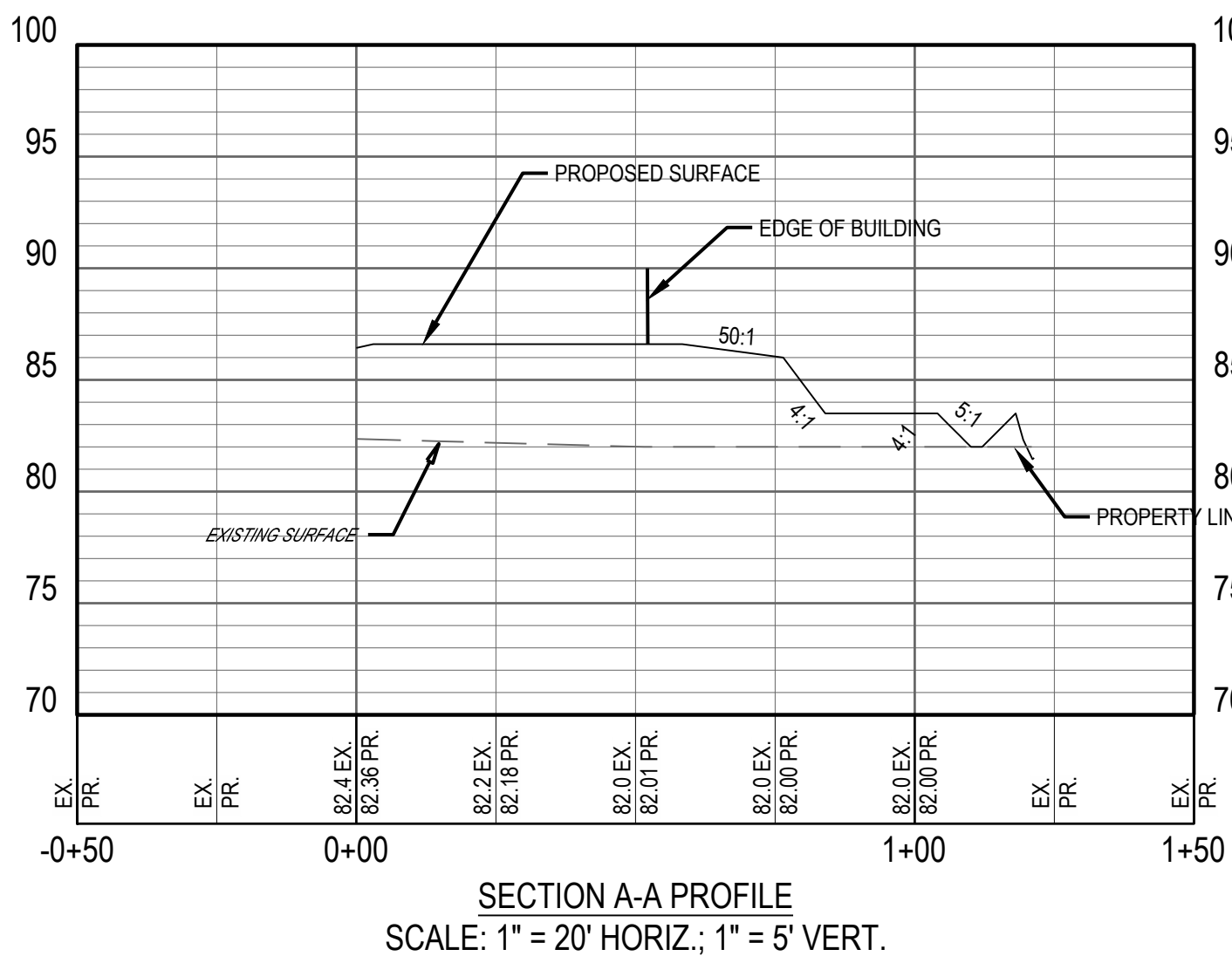
STORM
PROFILES

ISSUE:
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DATE:
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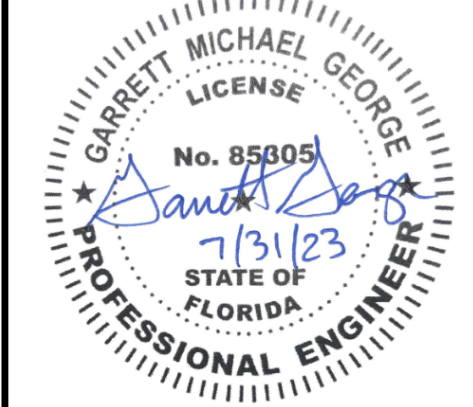
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SPRING GARDEN
TOWNHOMES
DELAND, FL
610 N SPRING GARDEN AVENUE, DELAND, FL

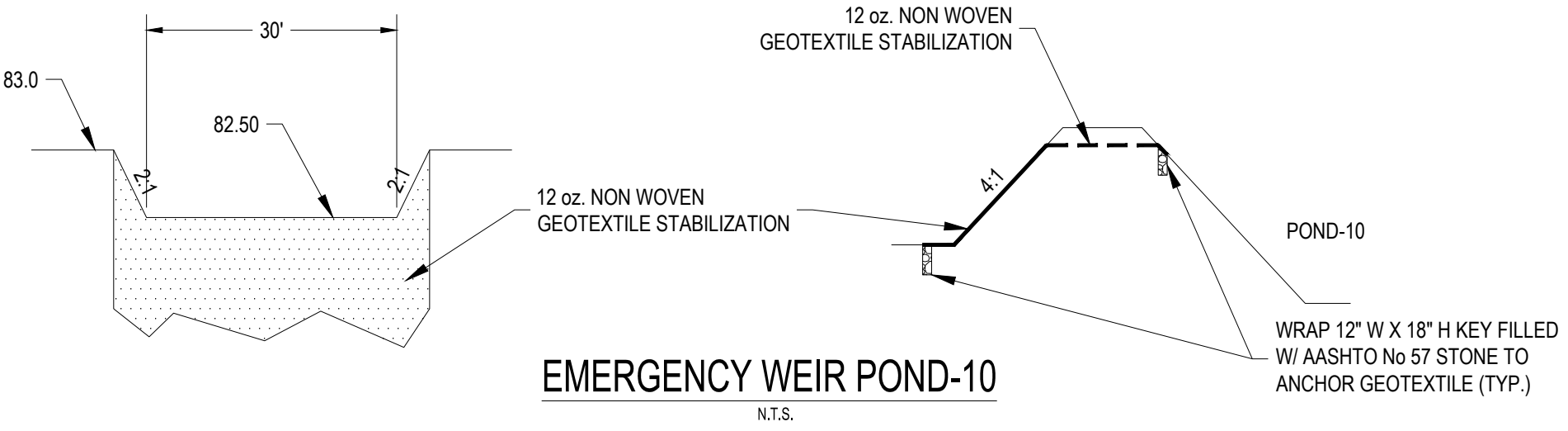
SWALE TYPICAL
SECTIONS

ISSUE: NOT FOR CONSTRUCTION	
DATE: 07/31/2023	
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SHEET NO. C5.5	

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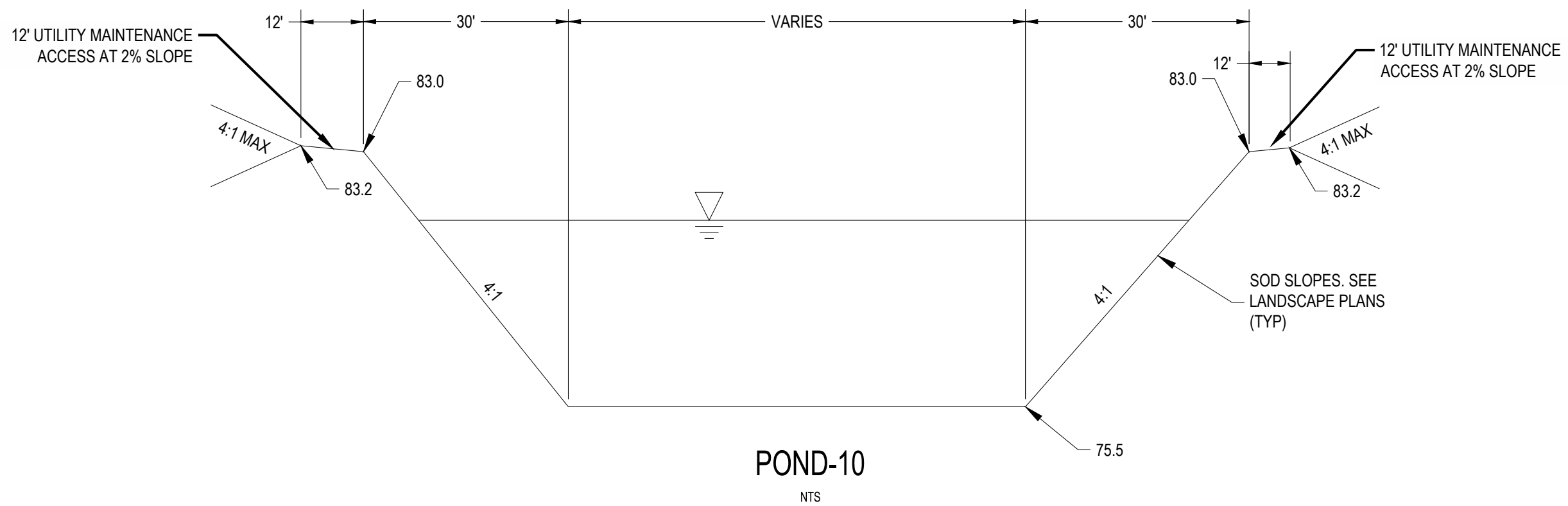
610 N SPRING GARDEN AVENUE, DELAND, FL 32725

HEET NO.
C5.6

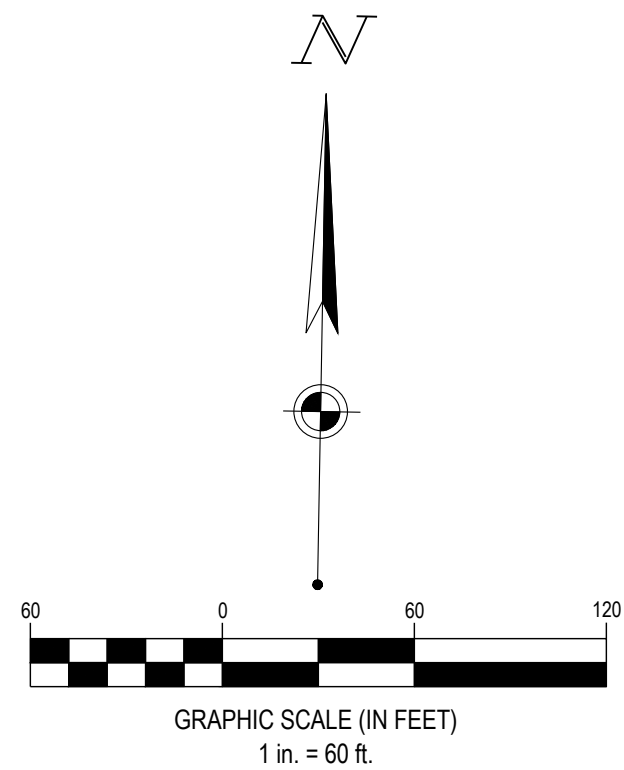
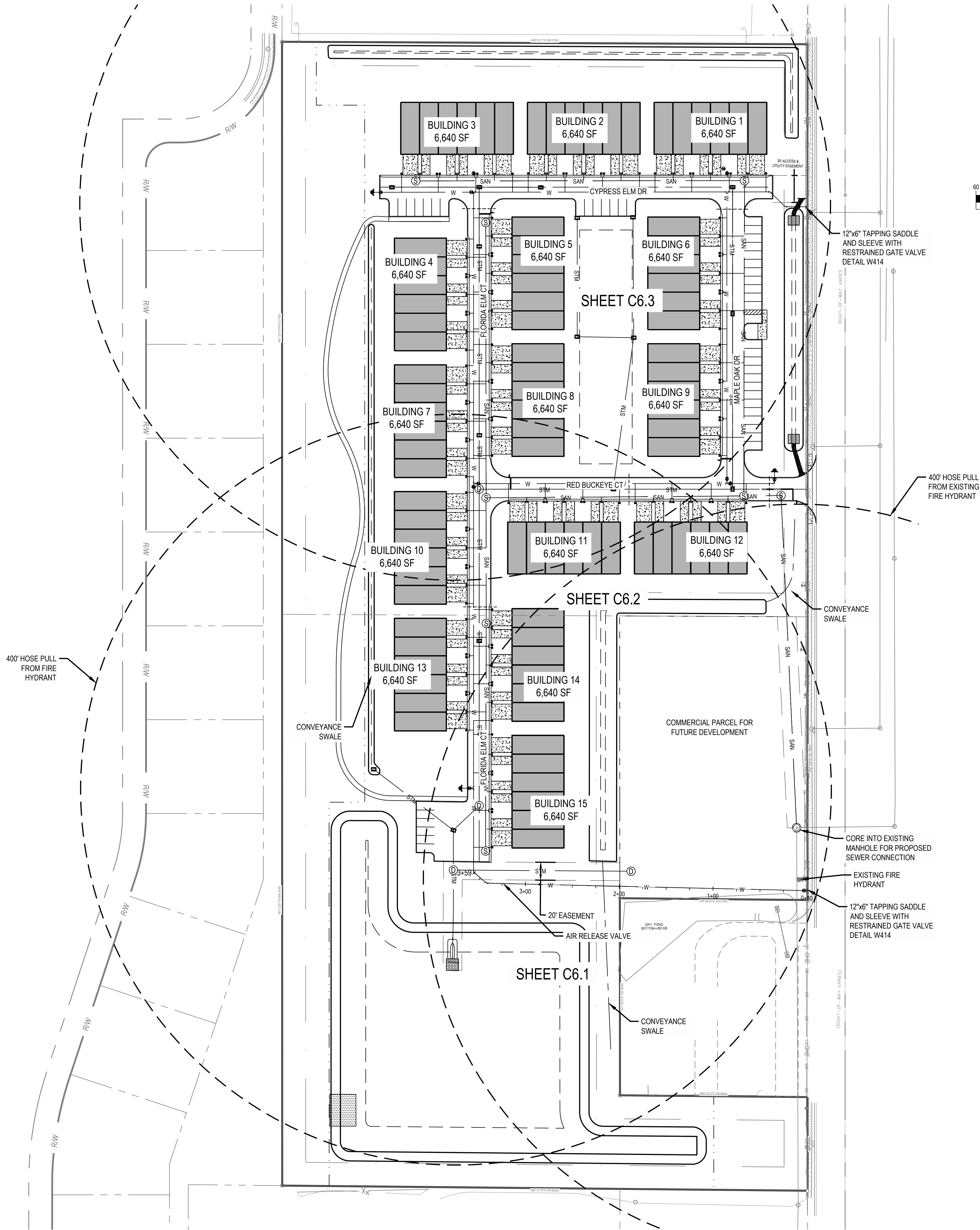


MAX STAGE (FT.)										
BASIN	MEAN	2 YR-24 HR	5 YR-24 HR	10 YR-24	25 YR-24	50 YR-24	100 YR-24	25 YR-96 HR	TOP OF	
POND-10	76.35	76.87	77.65	78.43	78.94	79.43	79.14	79.51	82.50	
POND-20	82.00	82.10	82.36	82.62	82.81	82.99	83.17	82.99	83.50	
POND-30	78.09	78.30	78.62	78.91	79.09	79.28	79.47	78.92	80.50	
POND-40	78.52		79.33	79.89	80.23	80.55	80.85	79.90	81.50	

MAX STAGE (FT.) FDOT 100-YEAR STORM EVENTS										
BASIN	1-HOUR	2-HOUR	4-HOUR	8-HOUR	24-HOUR	3-DAY	7-DAY	10-DAY	TOP OF	
POND-10	76.93	77.40	78.51	73.50	80.58	82.19	82.56	82.55	82.50	
POND-20	82.31	82.41	82.85	82.97	82.42	82.15	82.00	82.00	83.50	
POND-30	78.59	78.71	79.17	79.27	78.57	78.17	78.00	78.00	80.50	
POND-40	79.16	79.50	80.34	80.63	79.58	78.81	78.50	78.50	81.50	



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UTILITY PLAN LEGEND	
EXISTING	
REFER TO C2.0 FOR EXISTING FEATURES LEGEND	
PROPOSED	
	CONCRETE CURB
	CONCRETE CURB & GUTTER
	STM
	SAN
	W
	OHT
	FDOT TYPE "C" CATCH BASIN
	FDOT TYPE "D" CATCH BASIN
	FDOT TYPE "F" CATCH BASIN
	FDOT TYPE "G" CATCH BASIN
	FDOT MITERED END SECTION: 4 TO 1 SLOPE
	STORM SEWER MANHOLE
	SANITARY SEWER MANHOLE
	CLEANOUT
	YARD DRAIN
	FIRE HYDRANT
	WATER VALVE
	WATER METER REDUCER

REFER TO SHEET C1.1 FOR GENERAL UTILITY NOTES
REFER TO SHEET C7.0-C7.2 FOR UTILITY DETAILS

BENCHMARKS				
	ELEVATION*	EASTING**	NORTHING**	DESCRIPTION
BM #1	79.66	E 552420.75	N 1710969.94	STORM DRAIN MANHOLE RIM
BM #2	84.51	E 552432.28	N 1709912.72	SANITARY MANHOLE RIM

*VERTICAL DATUM: NAVD88
**HORIZONTAL DATUM: NAD83
REFER TO SITE PLAN FOR BENCHMARK LOCATIONS



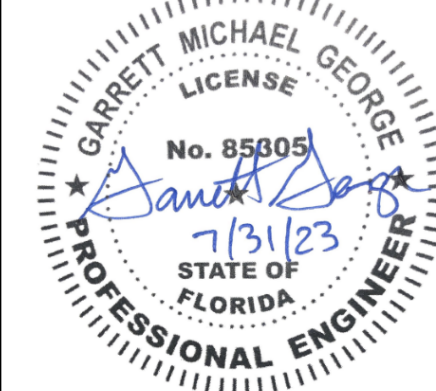
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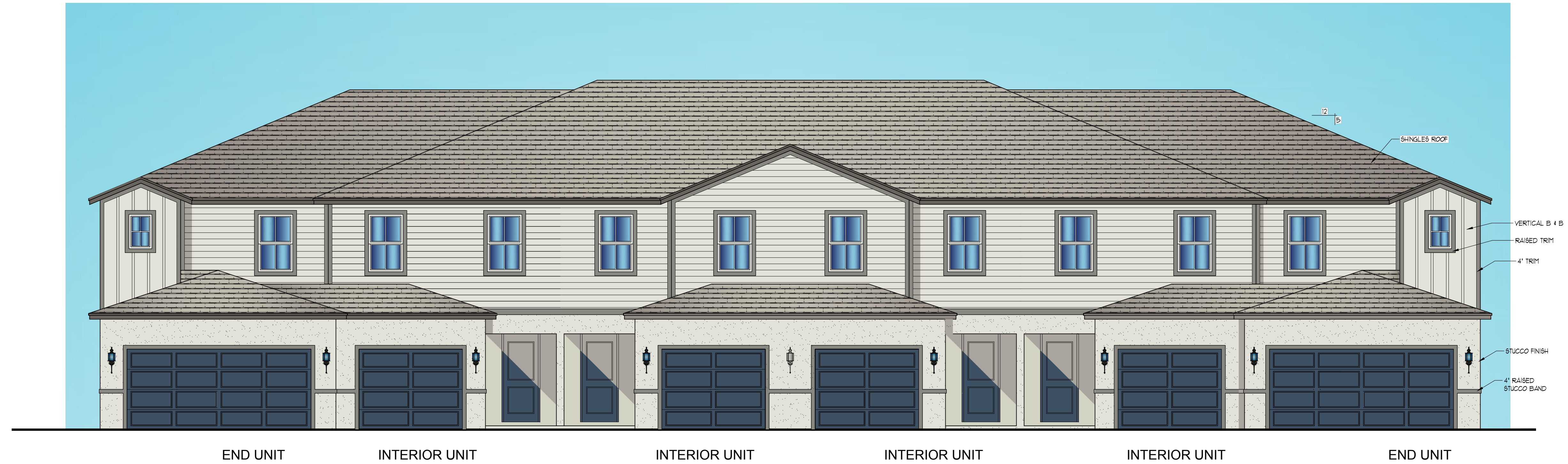
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

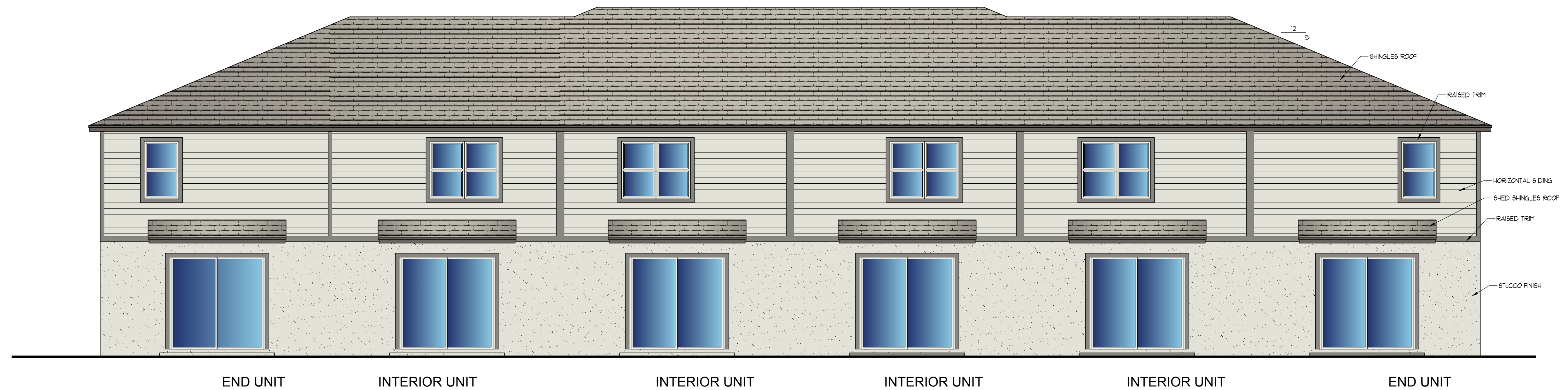
UTILITY PLAN

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C6.0

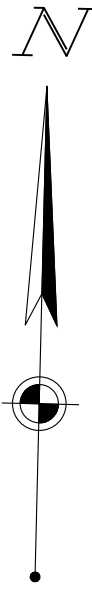
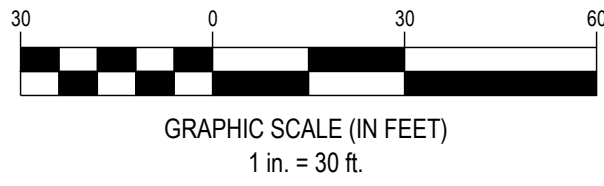
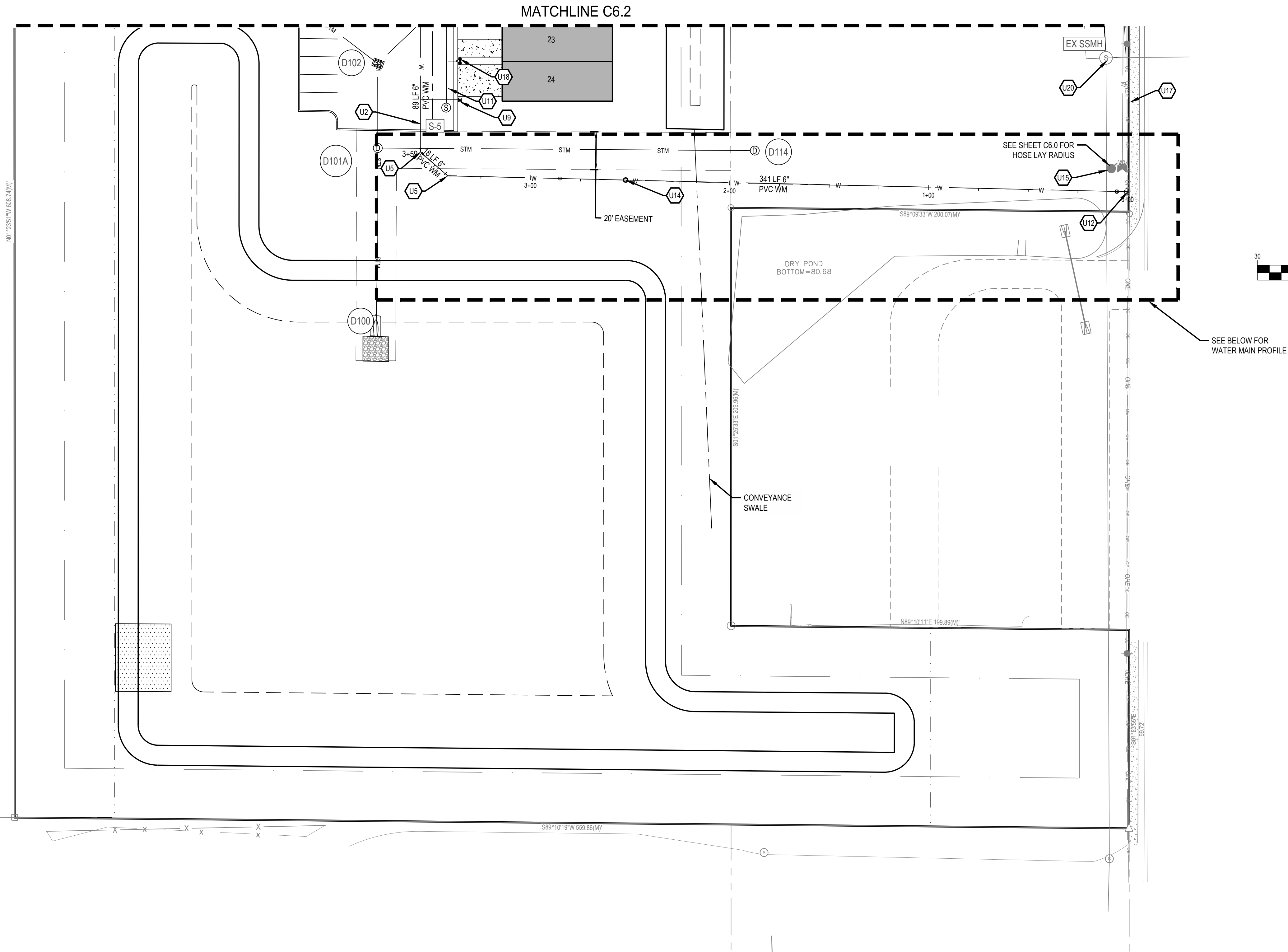


FRONT ELEVATION
SCALE: 3/16" = 1'-0"



REAR ELEVATION
SCALE: 3/16" = 1'-0"

6 UNIT DELAND TOWNHOMES



UTILITY LEGEND

EXISTING

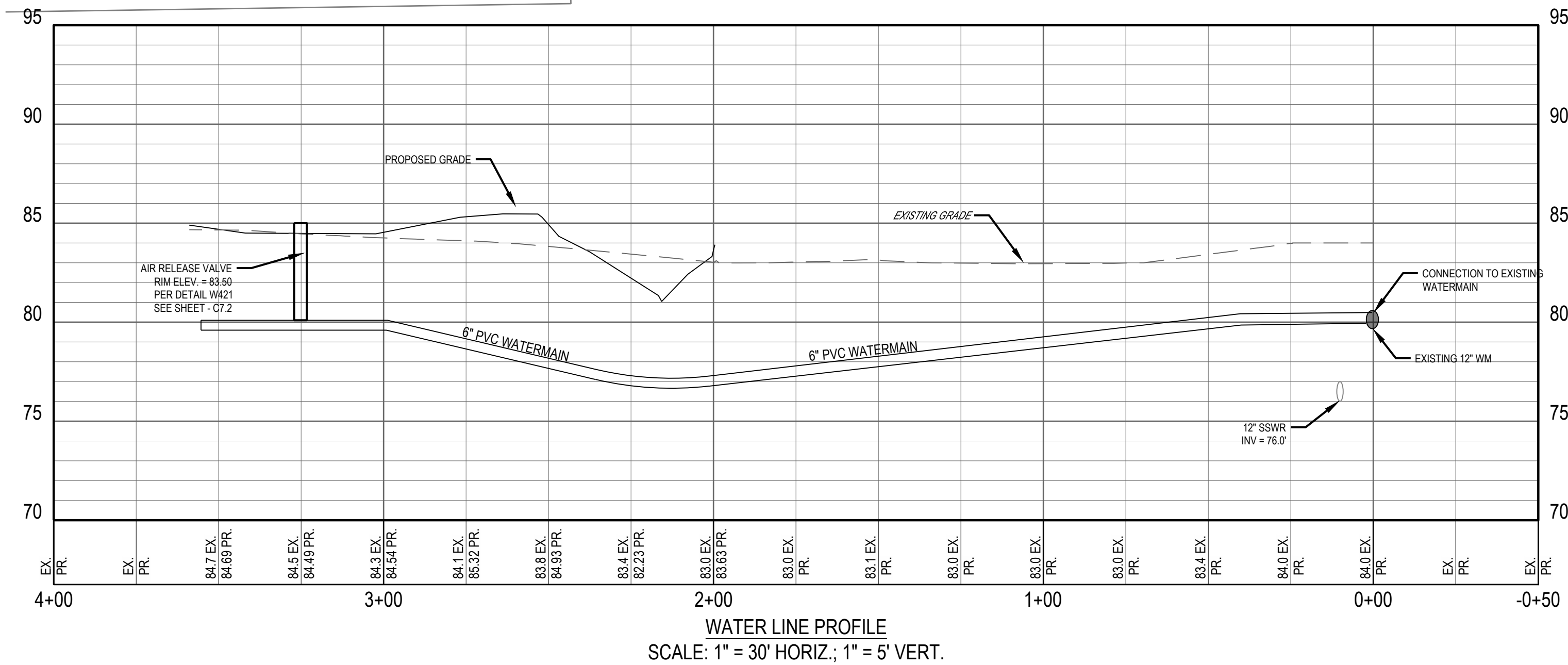
REFER TO XXX FOR EXISTING FEATURES LEGEND

PROPOSED

- | | |
|--|-----------------------------|
| | BUILDING |
| | CONCRETE CURB |
| | PAVEMENT/WALK |
| | STORM SEWER LINE |
| | SANITARY SEWER LINE |
| | DOMESTIC WATER SERVICE LINE |
| | GAS SERVICE LINE |
| | OVERHEAD ELECTRIC LINE |
| | UNDERGROUND ELECTRIC LINE |
| | FORCEMAIN |
| | UNDERGROUND TELEPHONE LINE |
| | OVERHEAD TELEPHONE LINE |
| | CATCH BASIN |
| | STORM SEWER |
| | SANITARY SEWER |
| | CLEANOUT |
| | YARD DRAIN |
| | DOWNSPOUT |
| | ELECTRICAL TRANSFORMER PAD |
| | FIRE HYDRANT |
| | WATER VALVE |
| | HEADWALL WITH RIP-RAP |

UTILITY PLAN KEY NOTES

CODE	DESCRIPTION	DTL#-SHT#
U1	FIRE HYDRANT ASSEMBLY WITH 8" GATE VALVE	W405 - C7.1
U2	8" PVC WATER MAIN	C7.1
U3	6"X6" TEE (RESTRAINED)	C7.2
U4	1" POTABLE WATER SERVICE LATERAL	W403 - C7.1
U5	45° BEND (RESTRAINED)	C7.1
U6	22.5° BEND (RESTRAINED)	C7.1
U7	11.25° BEND (RESTRAINED)	C7.1
U8	GATE VALVE (RESTRAINED)	FIG2308 - C7.1
U9	1" WATER METER ASSEMBLY	FIG2308 - C7.1
U10	SANITARY SERVICE LATERAL	C7.0
U11	8" PVC SANITARY SEWER MAIN	S305 - C7.0
U12	12" X 6" TAPPING GADGET & SLEEVE W/ VALVE	W414 - C7.2
U13	WATER MAIN BLOWOFF	FIG2310 - C7.3
U14	AIR RELEASE VALVE (DOMESTIC)	C7.1
U15	EXISTING FIRE HYDRANT	
U16	EXISTING WATER MAIN	
U17	WATER METER AND BACKFLOW ASSEMBLY FOR IRRIGATION S/LUB	W411 - C7.2
U18	SEWER DOUBLE CLEANOUT	S308, C7.0
U19	1" DOUBLE WATER METER ASSEMBLY	
U20	CORE DRILL CONNECT TO EXISTING SSMH	
U21	6"X6" TEE (RESTRAINED)	W413, C7.2
U22	IRRIGATION SLEEVES 6"	

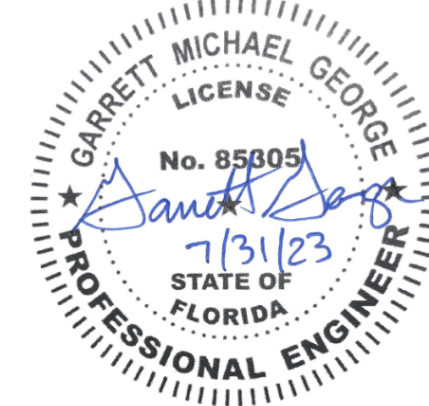


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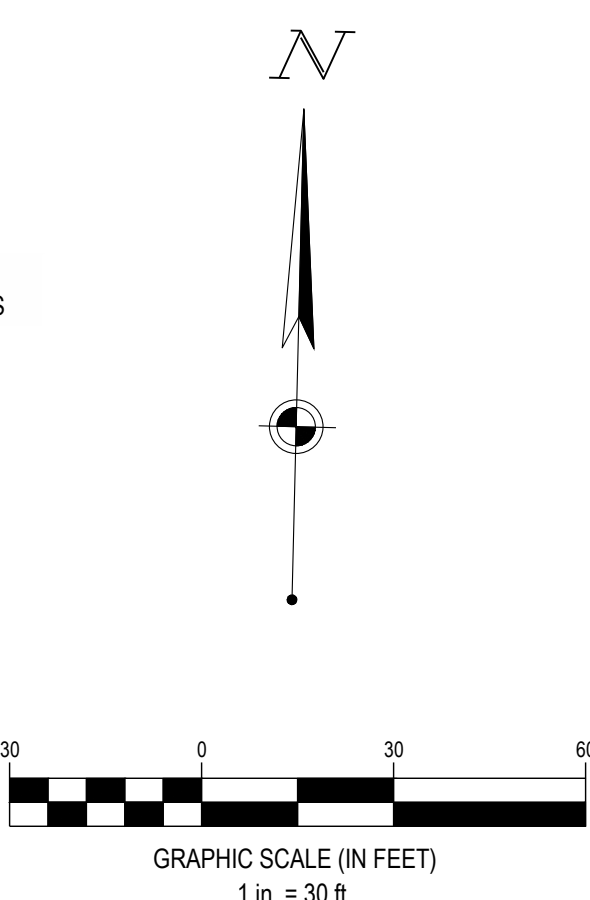
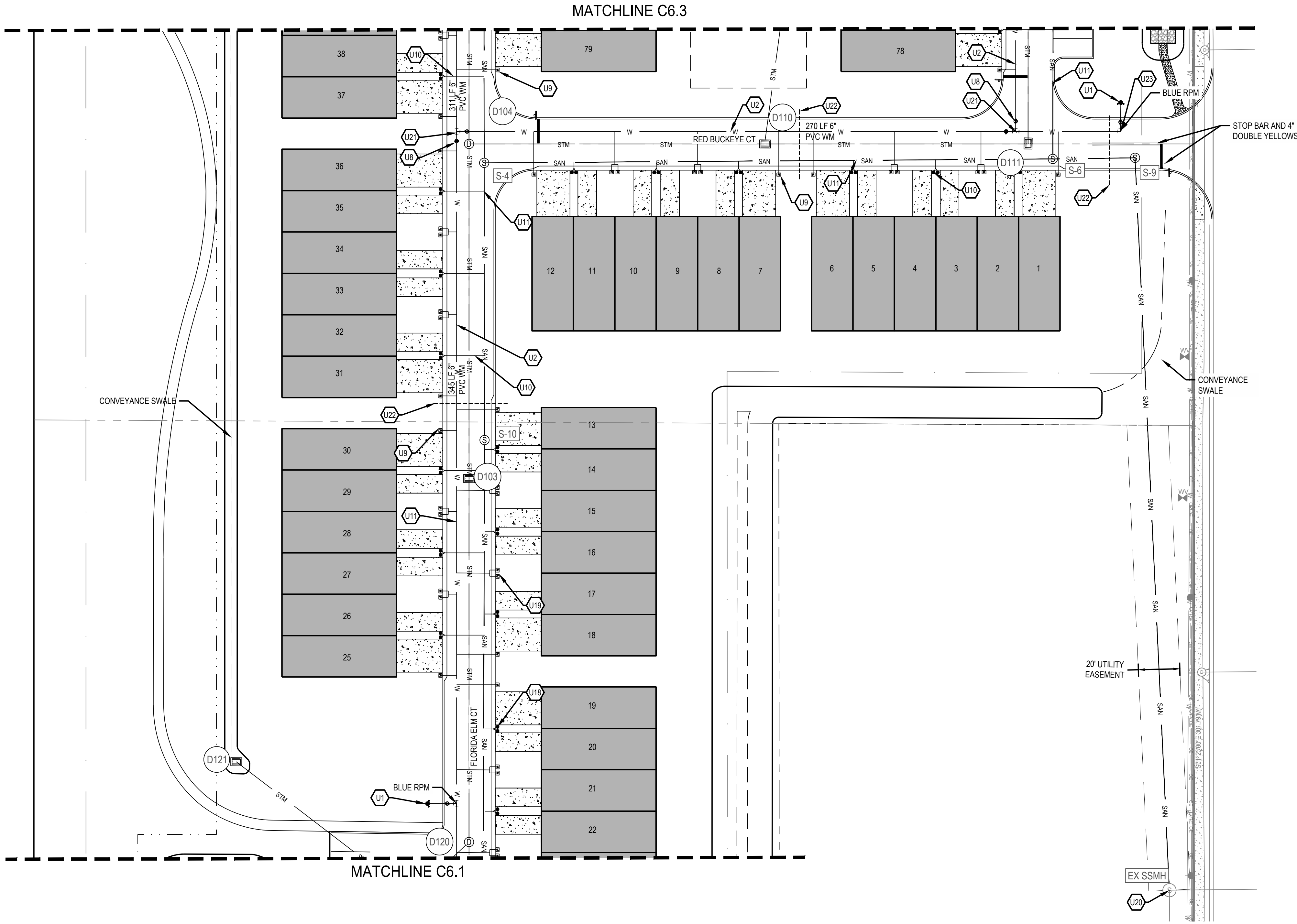
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

UTILITY PLAN

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SHEET NO.
C6.1



UTILITY LEGEND	
EXISTING	
REFER TO XXX FOR EXISTING FEATURES LEGEND	
PROPOSED	
	BUILDING
	CONCRETE CURB
	PAVEMENT/WALK
	STORM SEWER LINE
	SANITARY SEWER LINE
	DOMESTIC WATER SERVICE LINE
	GAS SERVICE LINE
	OVERHEAD ELECTRIC LINE
	UNDERGROUND ELECTRIC LINE
	FORCEMAIN
	UNDERGROUND TELEPHONE LINE
	OVERHEAD TELEPHONE LINE
	CATCH BASIN
	STORM SEWER
	SANITARY SEWER
	CLEANOUT
	YARD DRAIN
	DOWNSPOUT
	ELECTRICAL TRANSFORMER PAD
	FIRE HYDRANT
	WATER VALVE
	HEADWALL WITH RIP-RAP

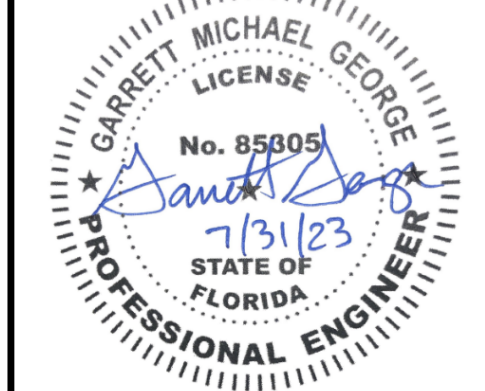
UTILITY PLAN KEY NOTES		
CODE	DESCRIPTION	DTL-SHT #
U1	FIRE HYDRANT ASSEMBLY WITH 8" GATE VALVE	W405 - C7.1
U2	8" PVC WATER MAIN	C7.1
U3	6"x6" TEE (RESTRAINED)	C7.2
U4	1" POTABLE WATER SERVICE LATERAL	W403 - C7.1
U5	45° BEND (RESTRAINED)	C7.1
U6	22.5° BEND (RESTRAINED)	C7.1
U7	11.25° BEND (RESTRAINED)	C7.1
U8	GATE VALVE (RESTRAINED)	FIG2308 - C7.1
U9	1" WATER METER ASSEMBLY	FIG2308 - C7.1
U10	SANITARY SERVICE LATERAL	C7.0
U11	8" PVC SANITARY SEWER MAIN	S305 - C7.0
U12	12" x 6" TAPPING SADDLE & SLEEVE W/ VALVE	W414 - C7.2
U13	WATER MAIN BLOWOFF	FIG2310 - C7.3
U14	AIR RELEASE VALVE (DOMESTIC)	C7.1
U15	EXISTING FIRE HYDRANT	
U16	EXISTING WATER MAIN	
U17	WATER METER AND BACKFLOW ASSEMBLY FOR IRRIGATION STUB	W411 - C7.2
U18	SEWER DOUBLE CLEANOUT	S308, C7.0
U19	1" DOUBLE WATER METER ASSEMBLY	
U20	CORE DRILL CONNECT TO EXISTING SSMH	
U21	6"x6" TEE (RESTRAINED)	W413, C7.2
U22	IRRIGATION SLEEVES 6"	



FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



REVISION DESCRIPTION	
NO.	DATE



SPRING GARDEN
TOWNHOMES
DELAND, FL

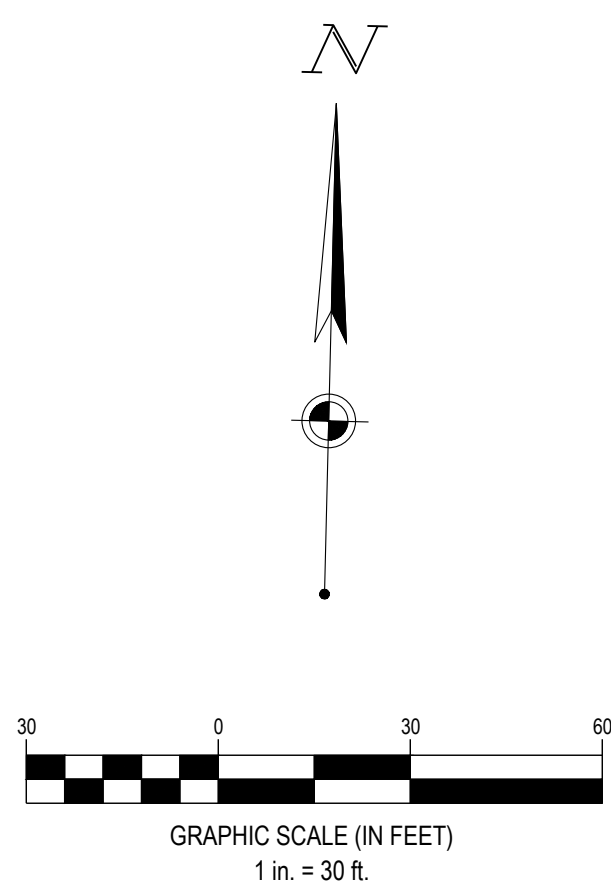
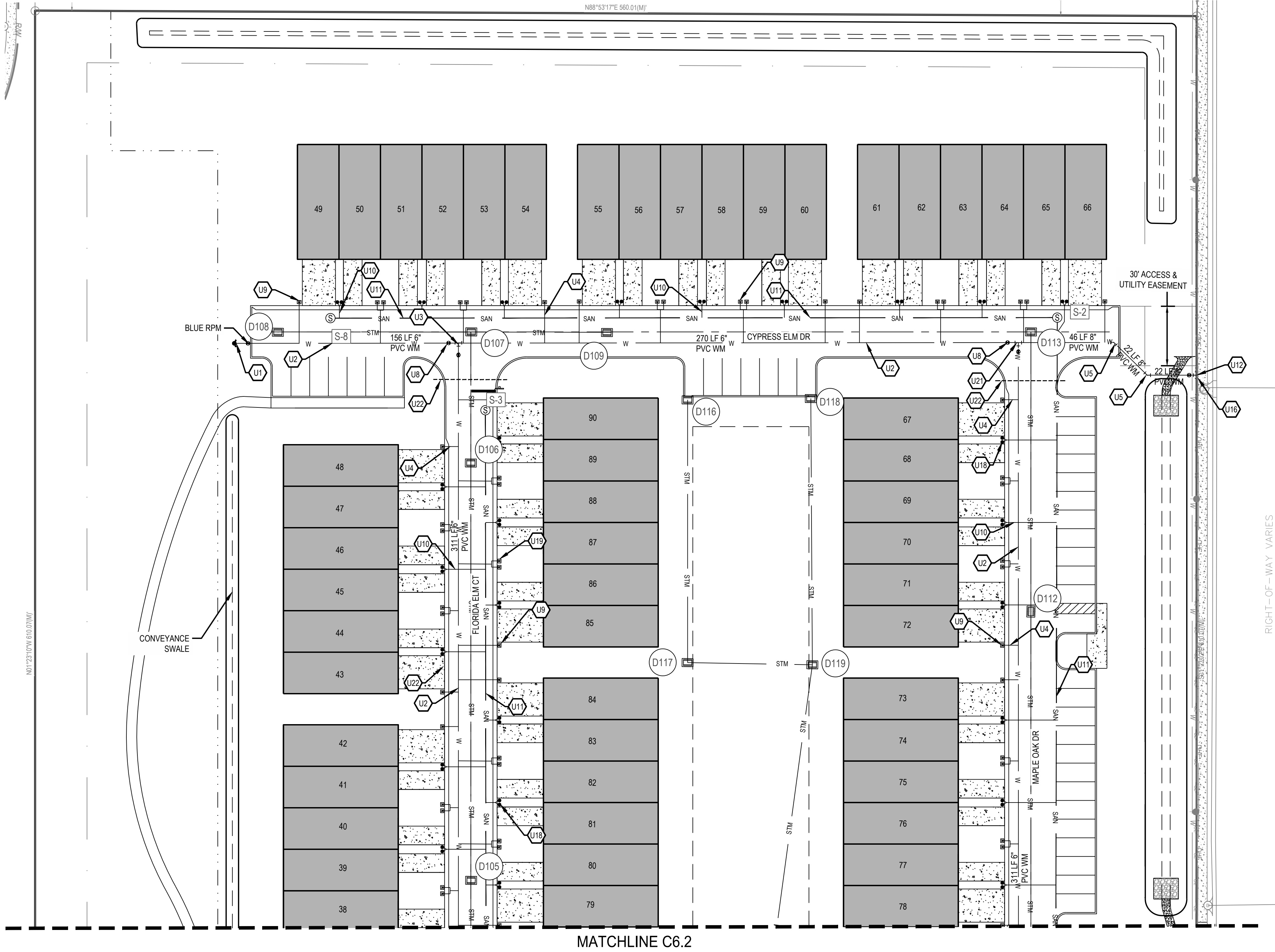
610 N SPRING GARDEN AVENUE, DELAND, FL

UTILITY PLAN

ISSUE: NOT FOR CONSTRUCTION	
DATE: 07/31/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO. C6.2	

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NO. 7/23/2023 8:58 AM



UTILITY LEGEND	
EXISTING	
REFER TO XXX FOR EXISTING FEATURES LEGEND	
PROPOSED	
	BUILDING
	CONCRETE CURB
	PAVEMENT/WALK
	STORM SEWER LINE
	SANITARY SEWER LINE
	DOMESTIC WATER SERVICE LINE
	GAS SERVICE LINE
	OVERHEAD ELECTRIC LINE
	UNDERGROUND ELECTRIC LINE
	FORCEMAIN
	UNDERGROUND TELEPHONE LINE
	OVERHEAD TELEPHONE LINE
	CATCH BASIN
	STORM SEWER
	SANITARY SEWER
	CLEANOUT
	YARD DRAIN
	DOWNSPOUT
	ELECTRICAL TRANSFORMER PAD
	FIRE HYDRANT
	WATER VALVE
	HEADWALL WITH RIP-RAP

UTILITY PLAN KEY NOTES		
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U22	IRRIGATION SLEEVES 6"	



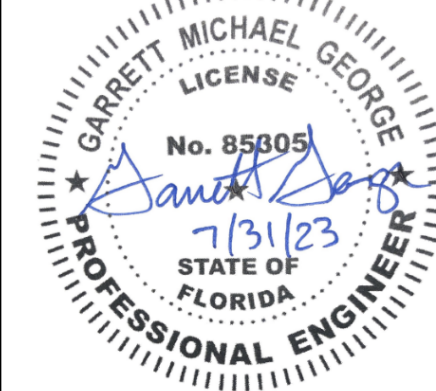
FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



REVISION DESCRIPTION

DATE

NO.



SPRING GARDEN
TOWNHOMES
DELAND, FL

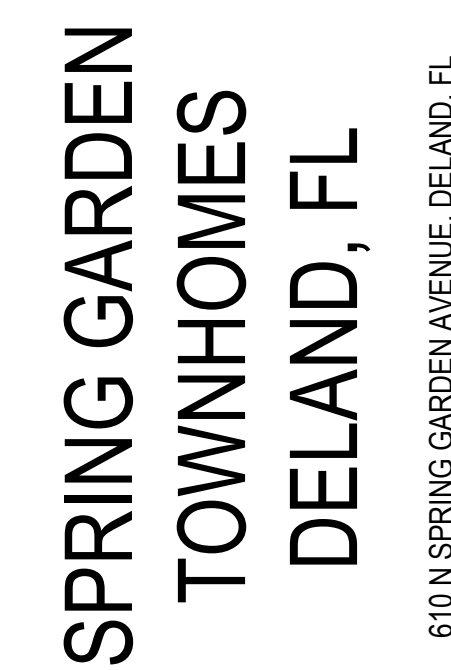
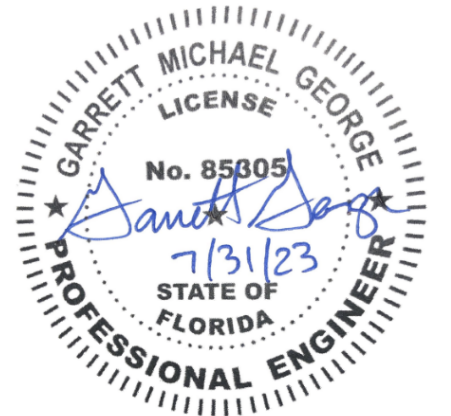
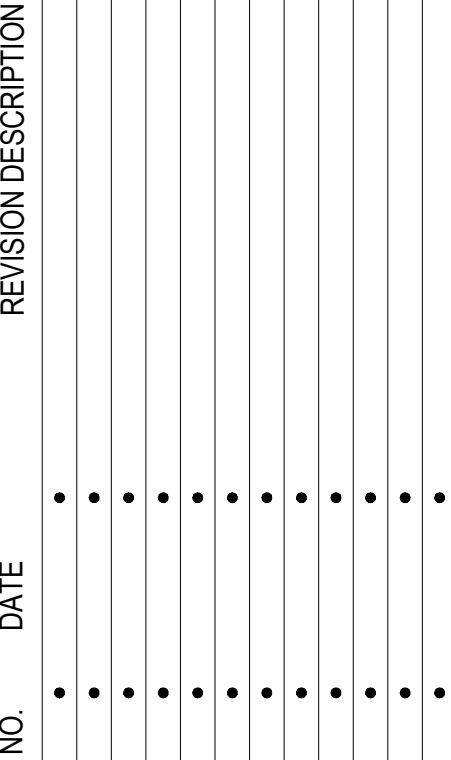
610 N SPRING GARDEN AVENUE, DELAND, FL

UTILITY PLAN

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
DESIGN: RSH
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SHEET NO.
C6.3



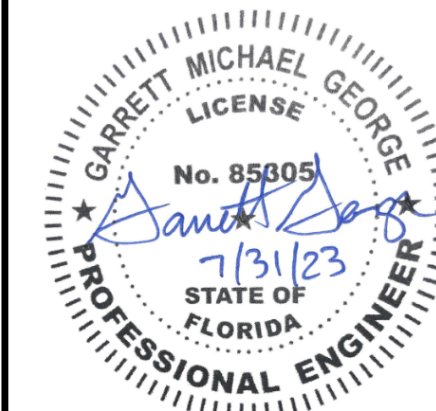
SAN. SEWER PLAN & PROFILE

ISSUE:	
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07/31/2023	
JOB NO.:	761391
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C6.4



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE



SPRING GARDEN
TOWNHOMES
DELAND, FL

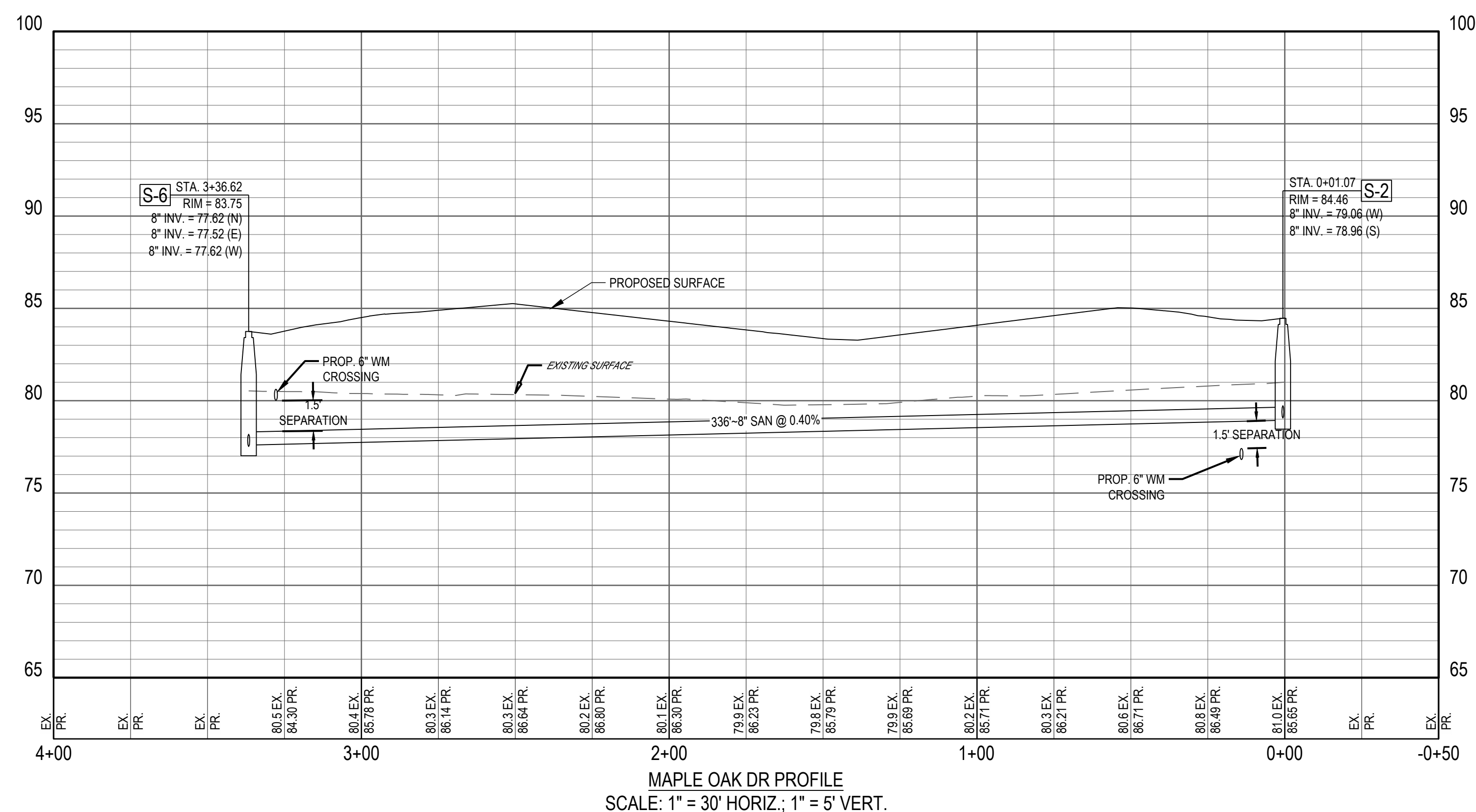
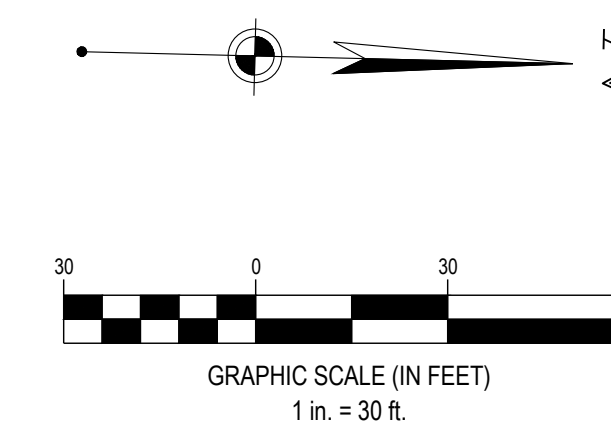
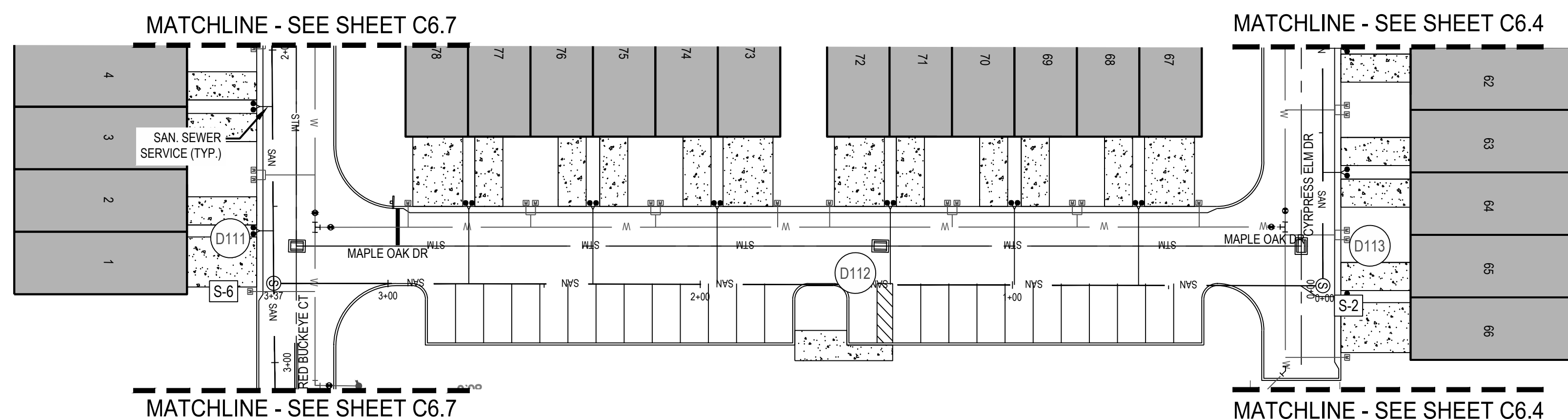
340 N. CORDING CARRDEN AVENUE DEERFIELD IL 60015

SAN. SEWER
PLAN & PROFILE

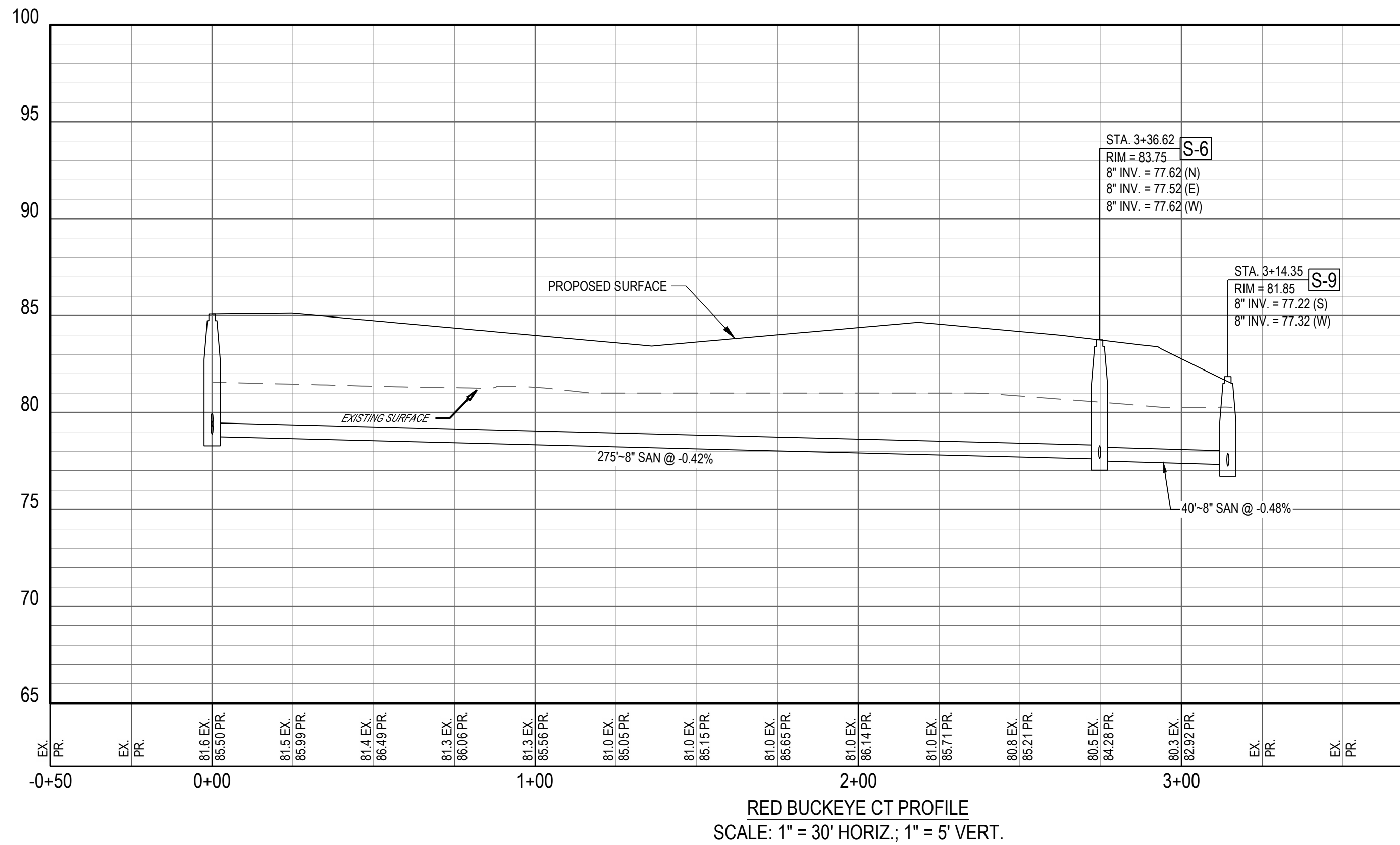
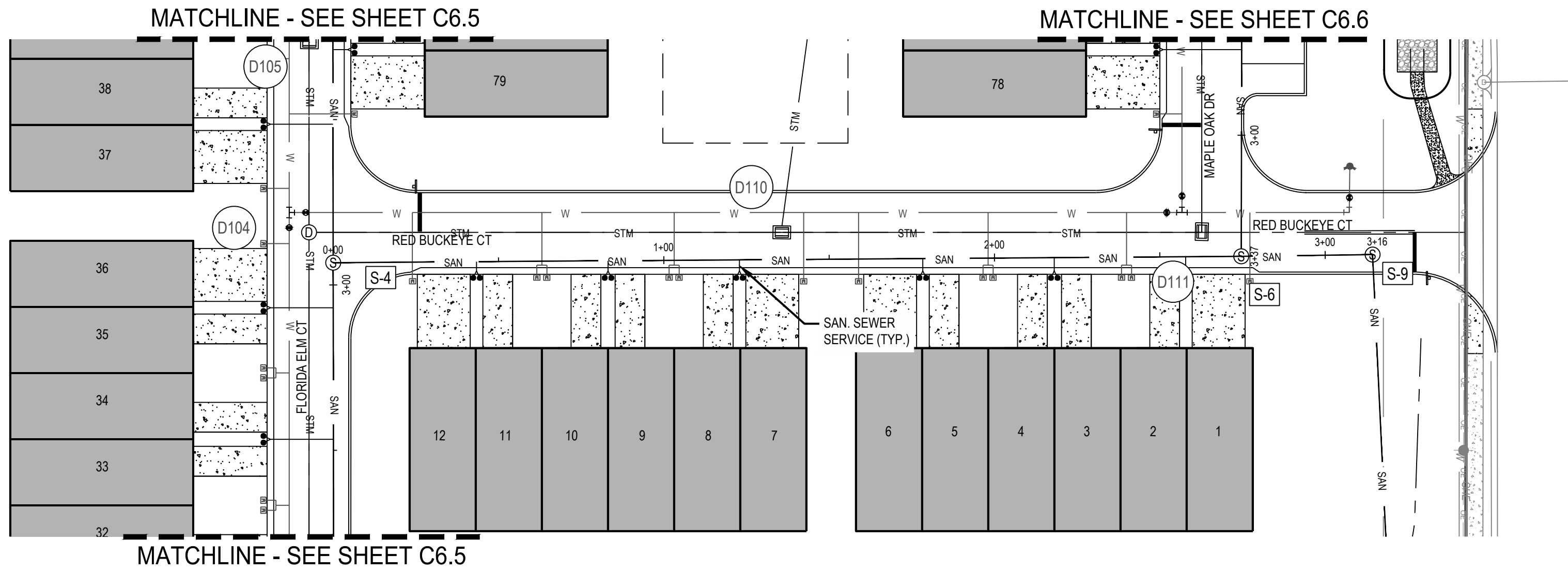
ISSUE:
NOT FOR CONSTRUCTION
DATE:

JOB NO.:	7613
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSO

SHEET NO
C6.6



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE

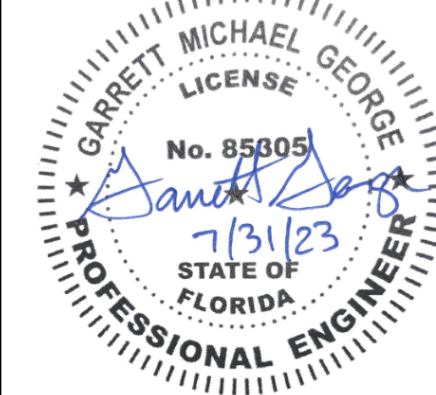


FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE.



REVISION DESCRIPTION

NO. DATE



SPRING GARDEN
TOWNHOMES
DELAND, FL

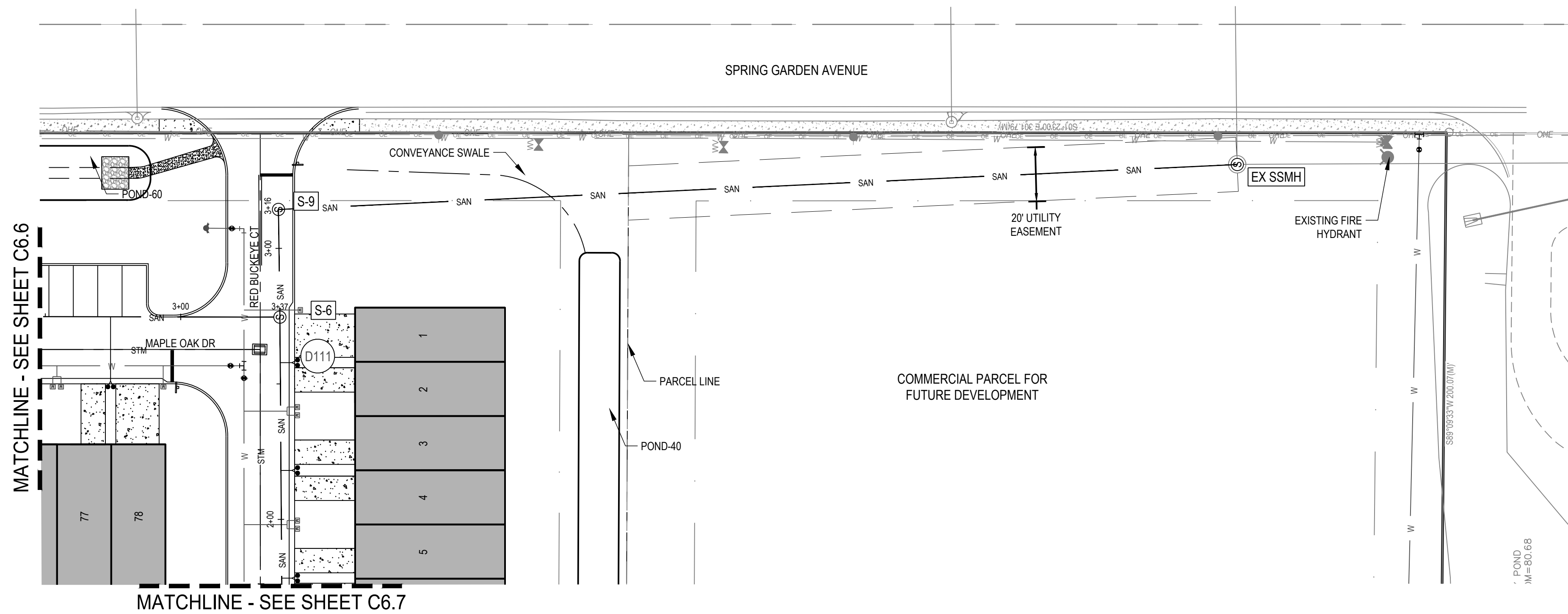
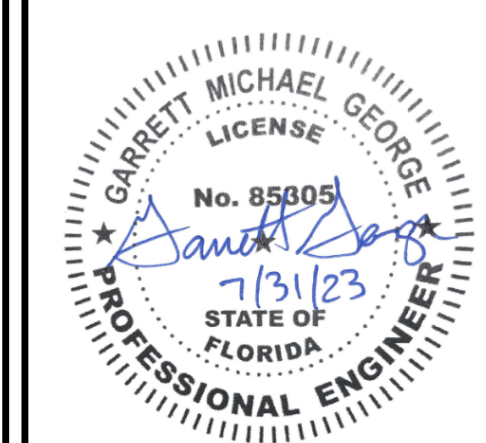
610 N SPRING GARDEN AVENUE, DELAND, FL

SAN. SEWER
PLAN & PROFILE

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023

JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG

SHEET NO.
C6.7

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SPRING GARDEN
TOWNHOMES
DELAND, FL

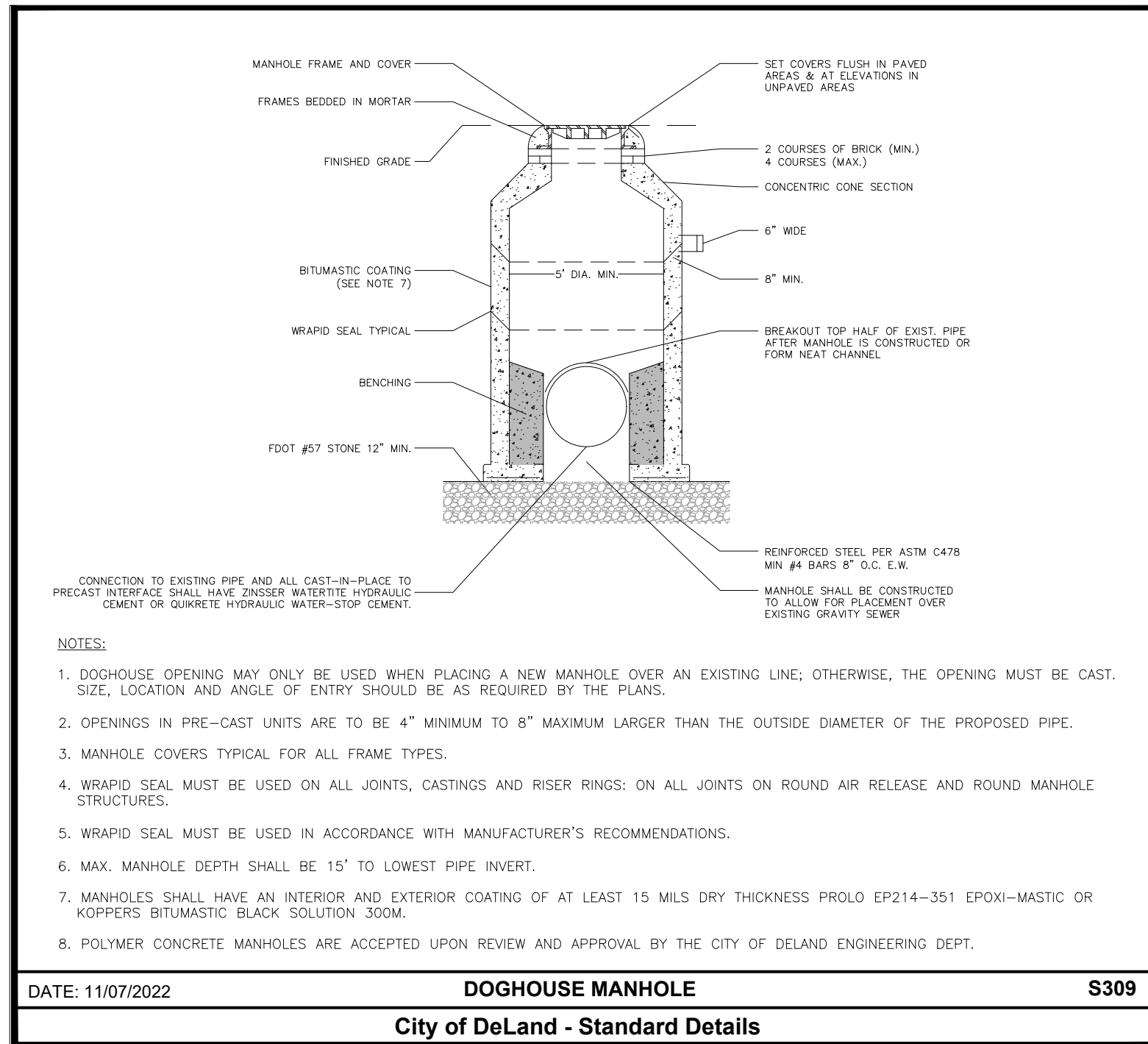
610 N SPRING GARDEN AVENUE, DELAND, FL

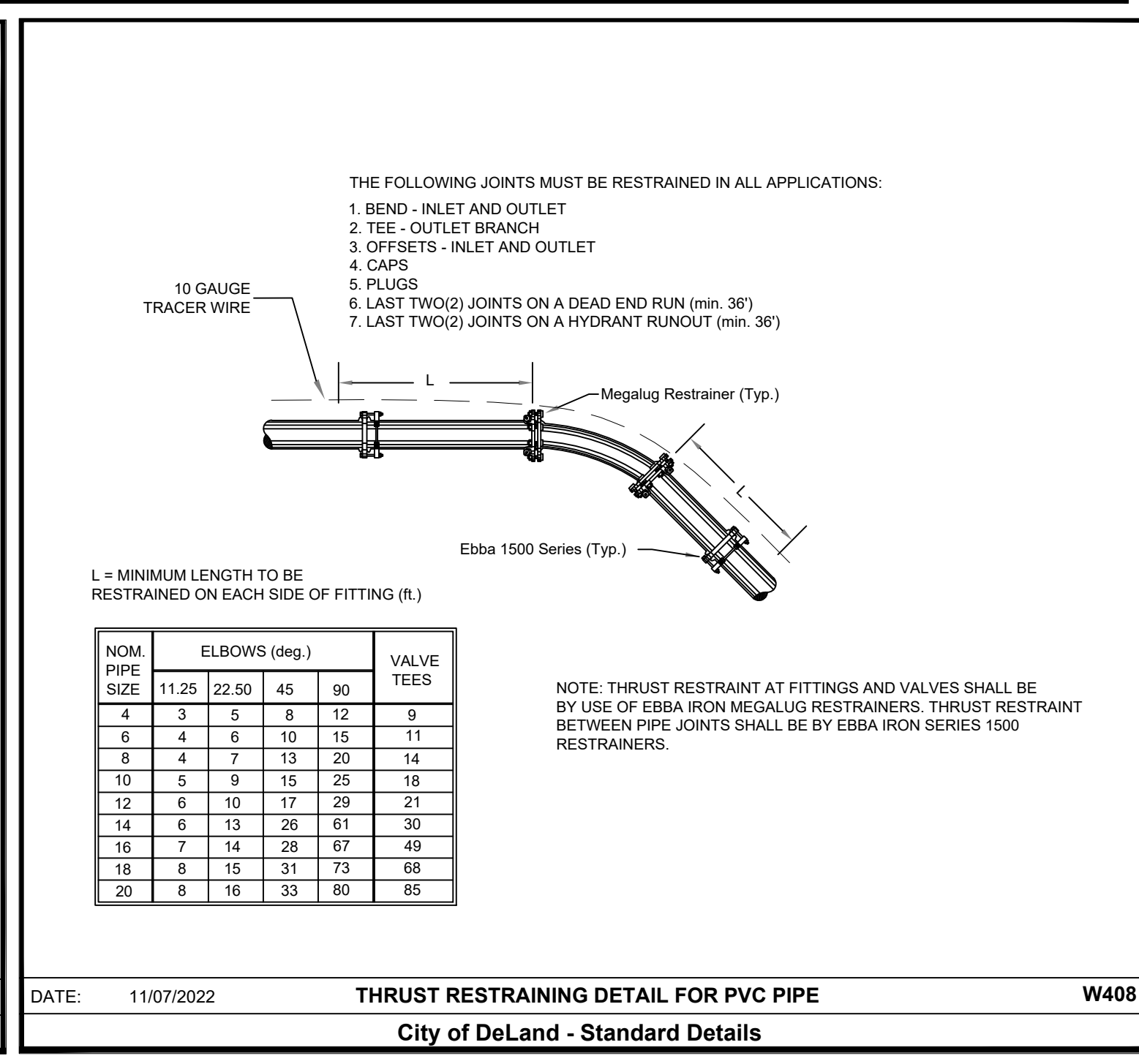
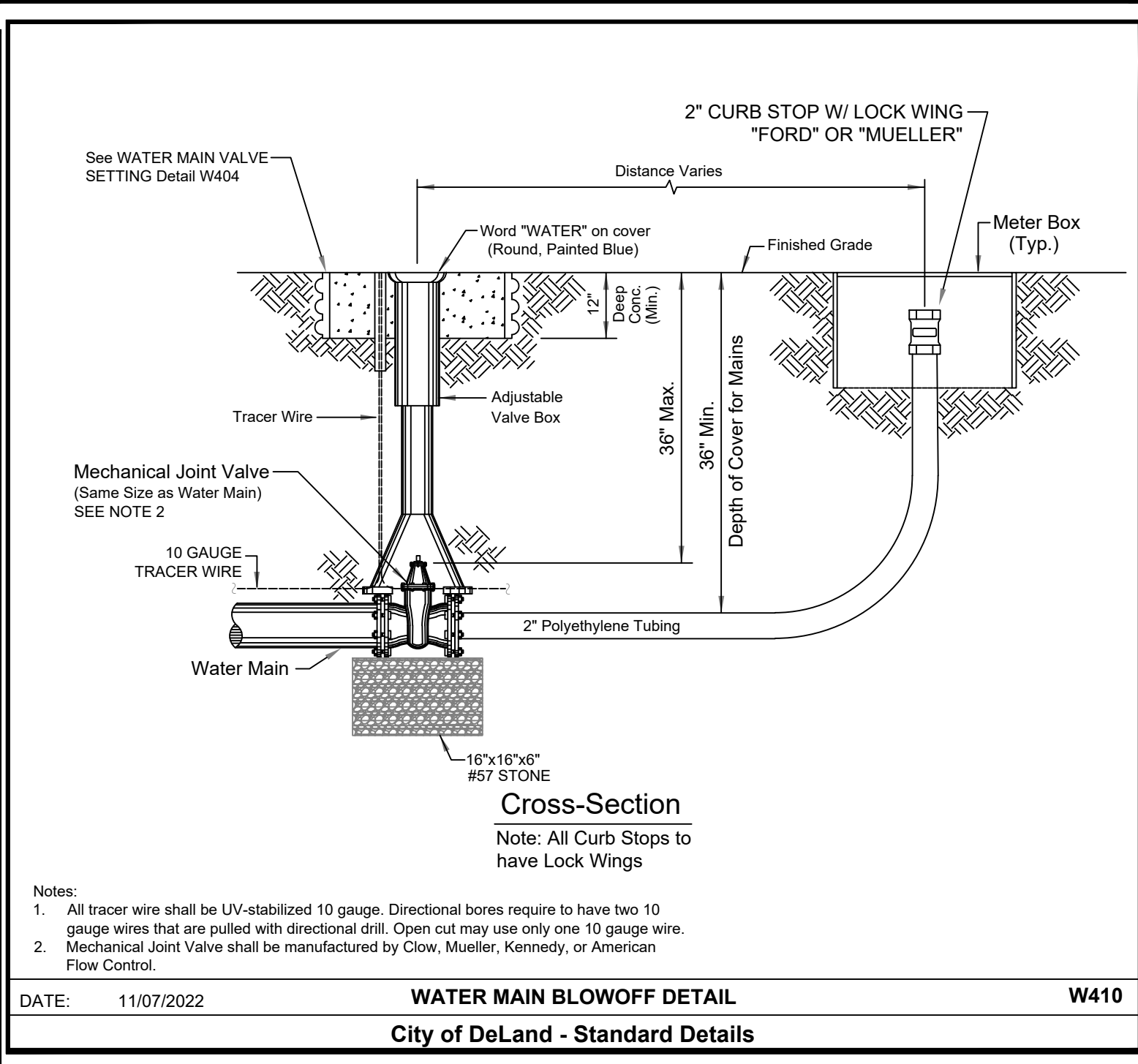
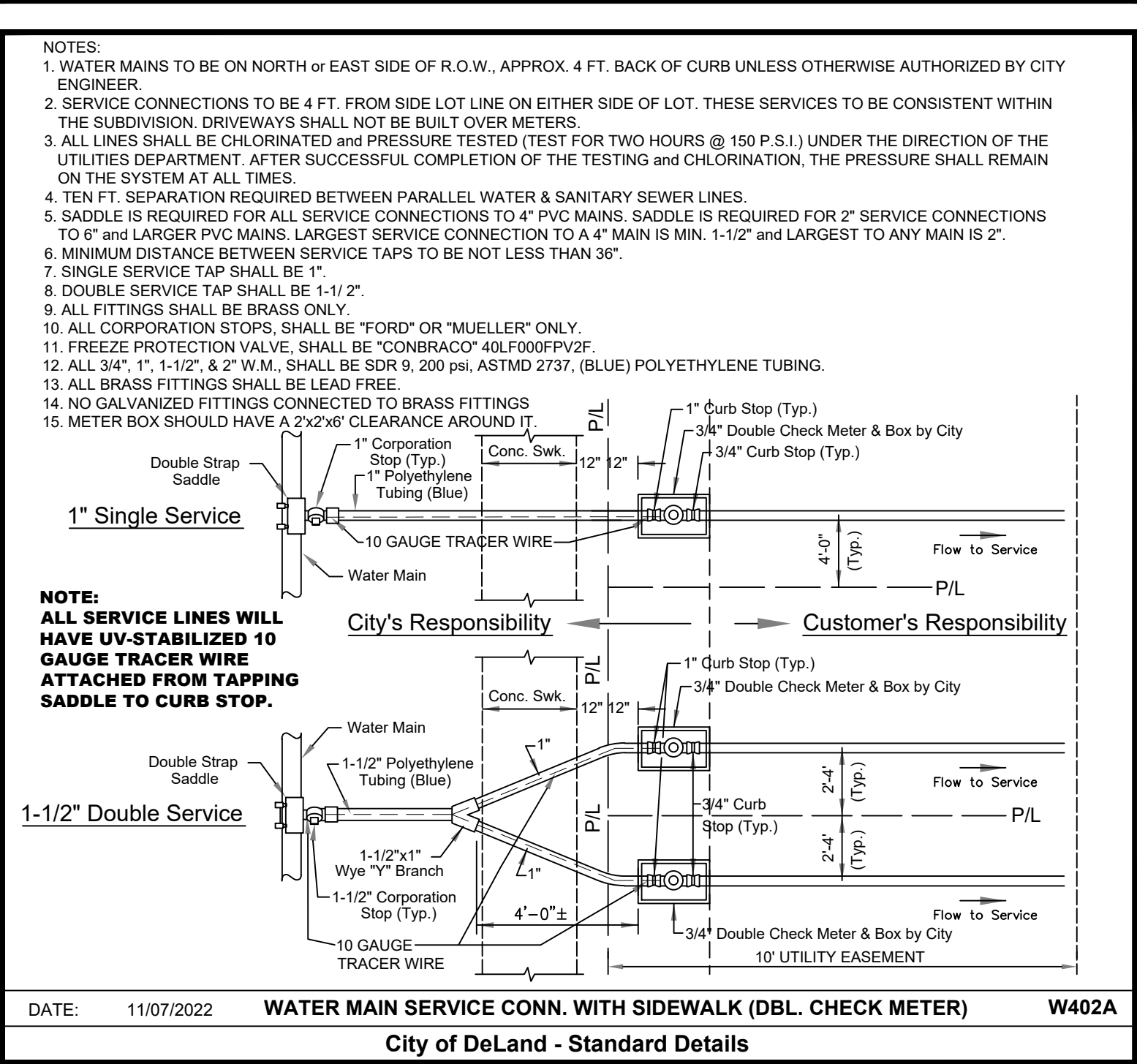
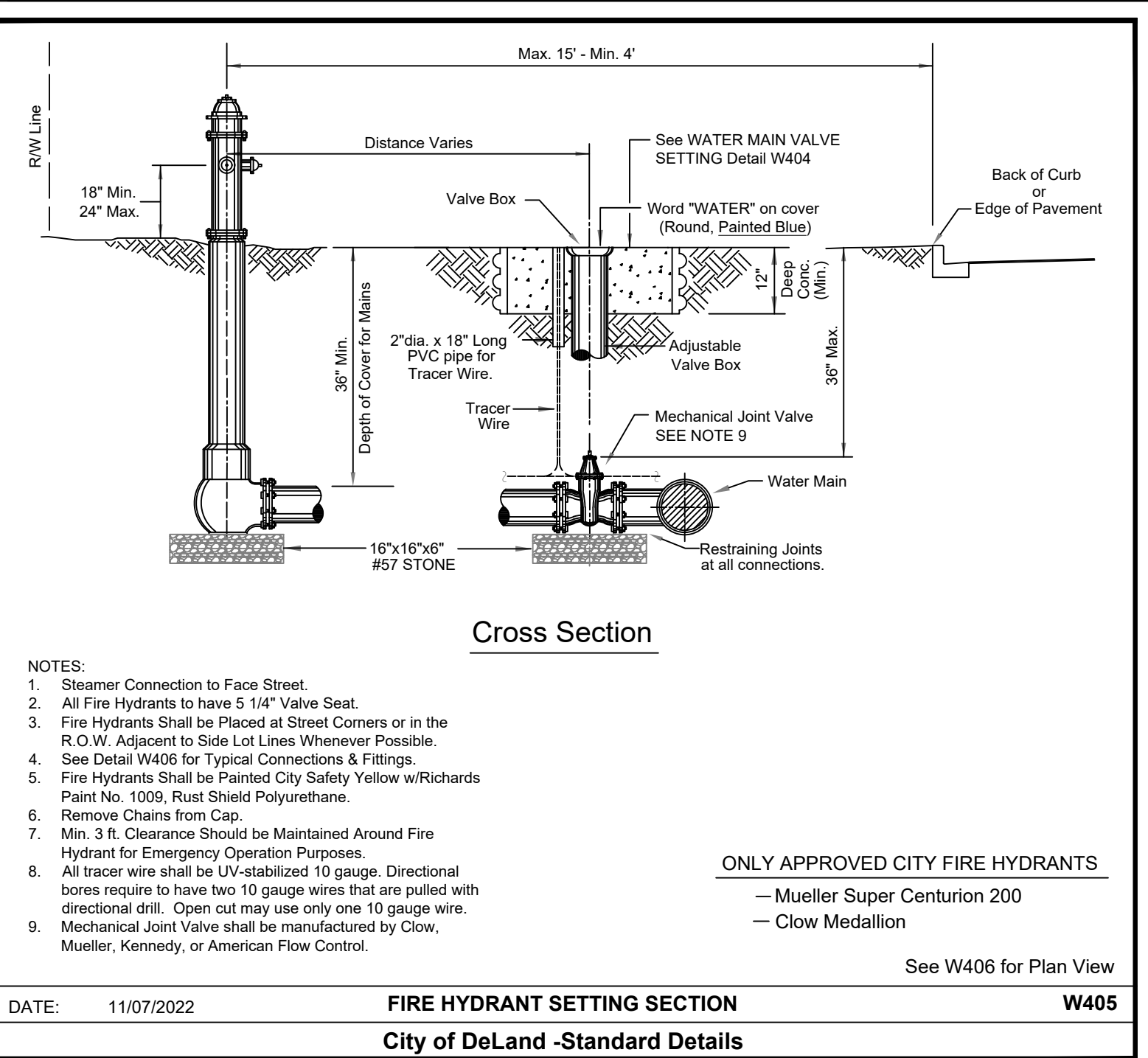
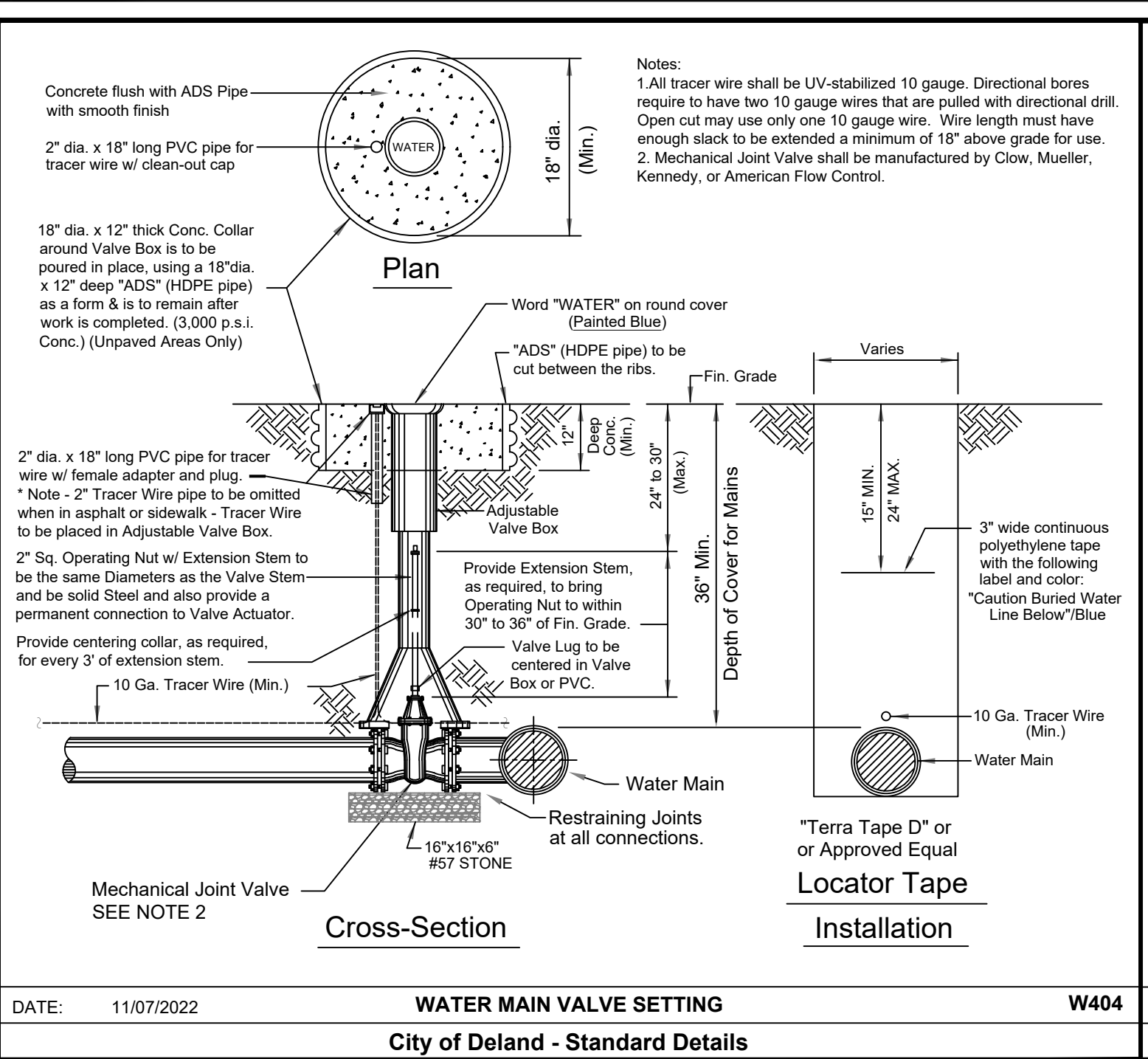
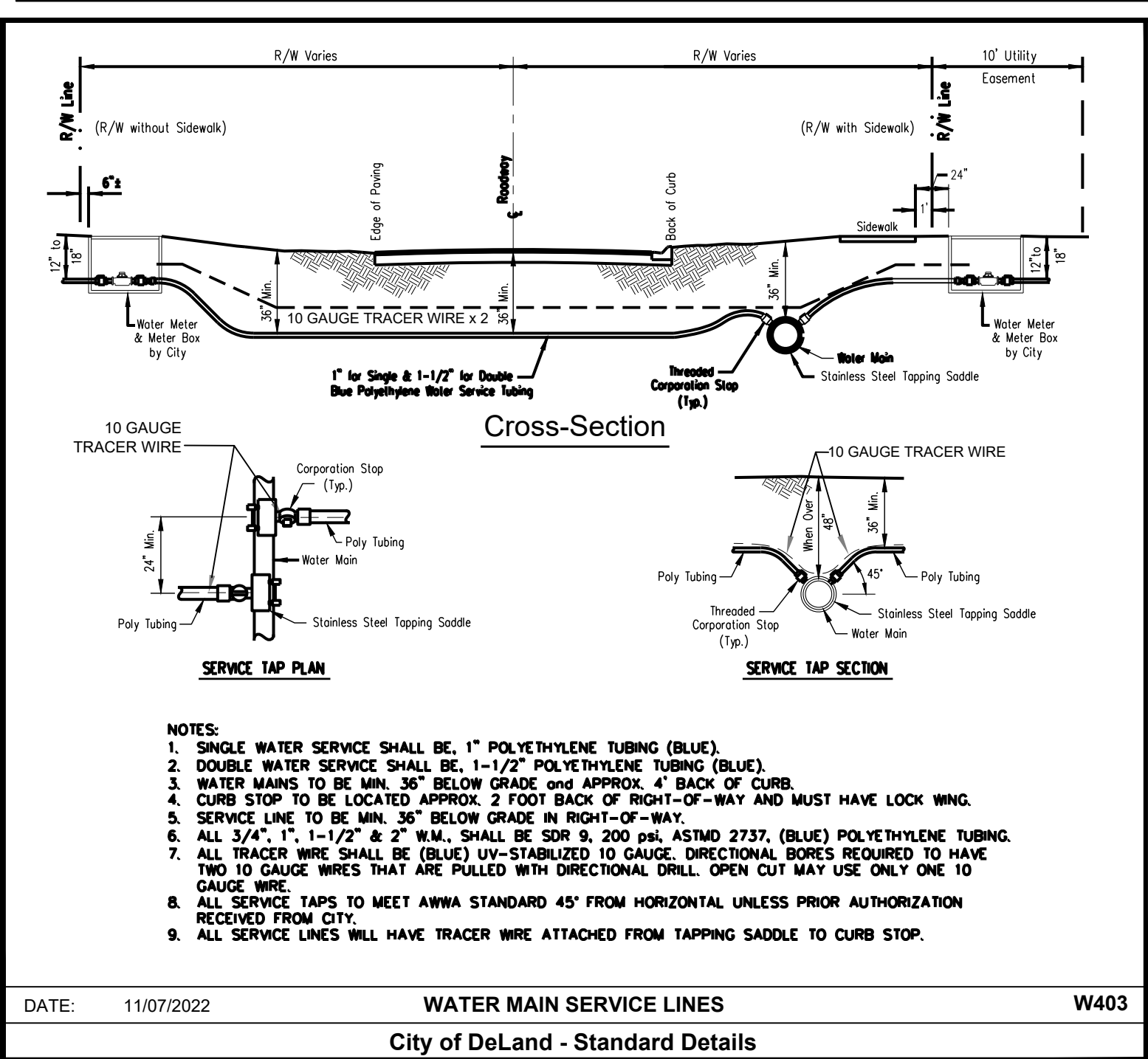
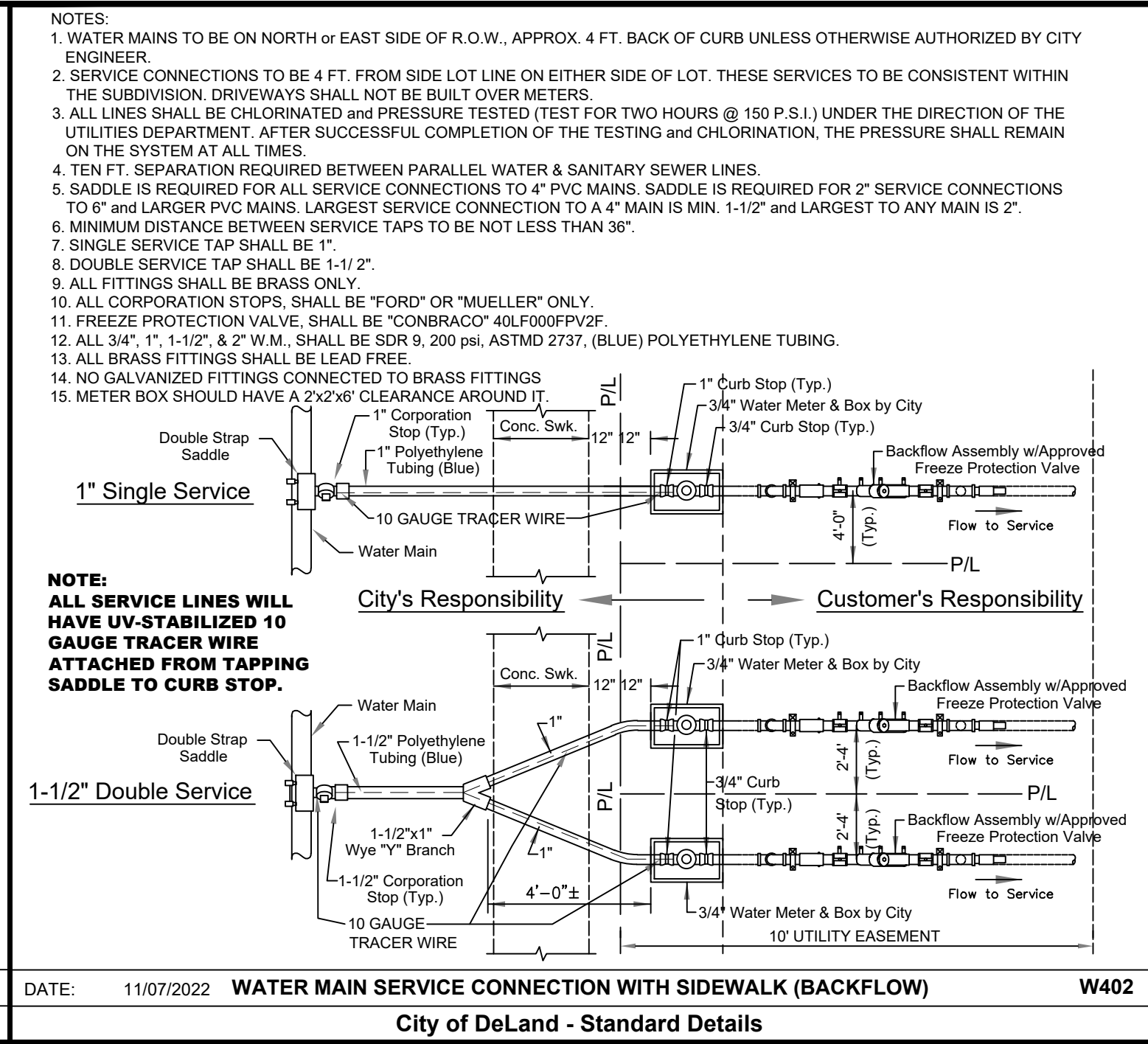
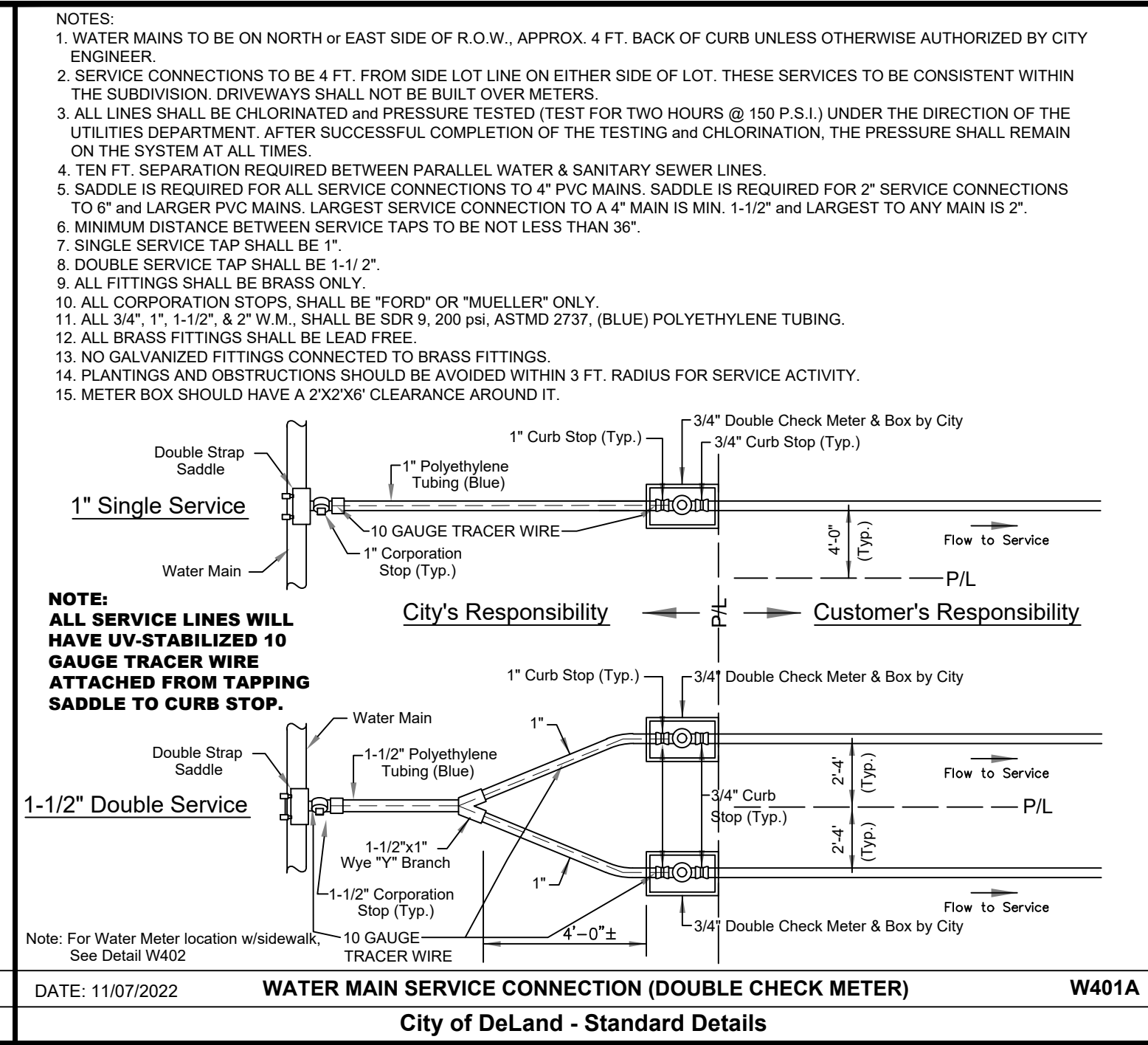
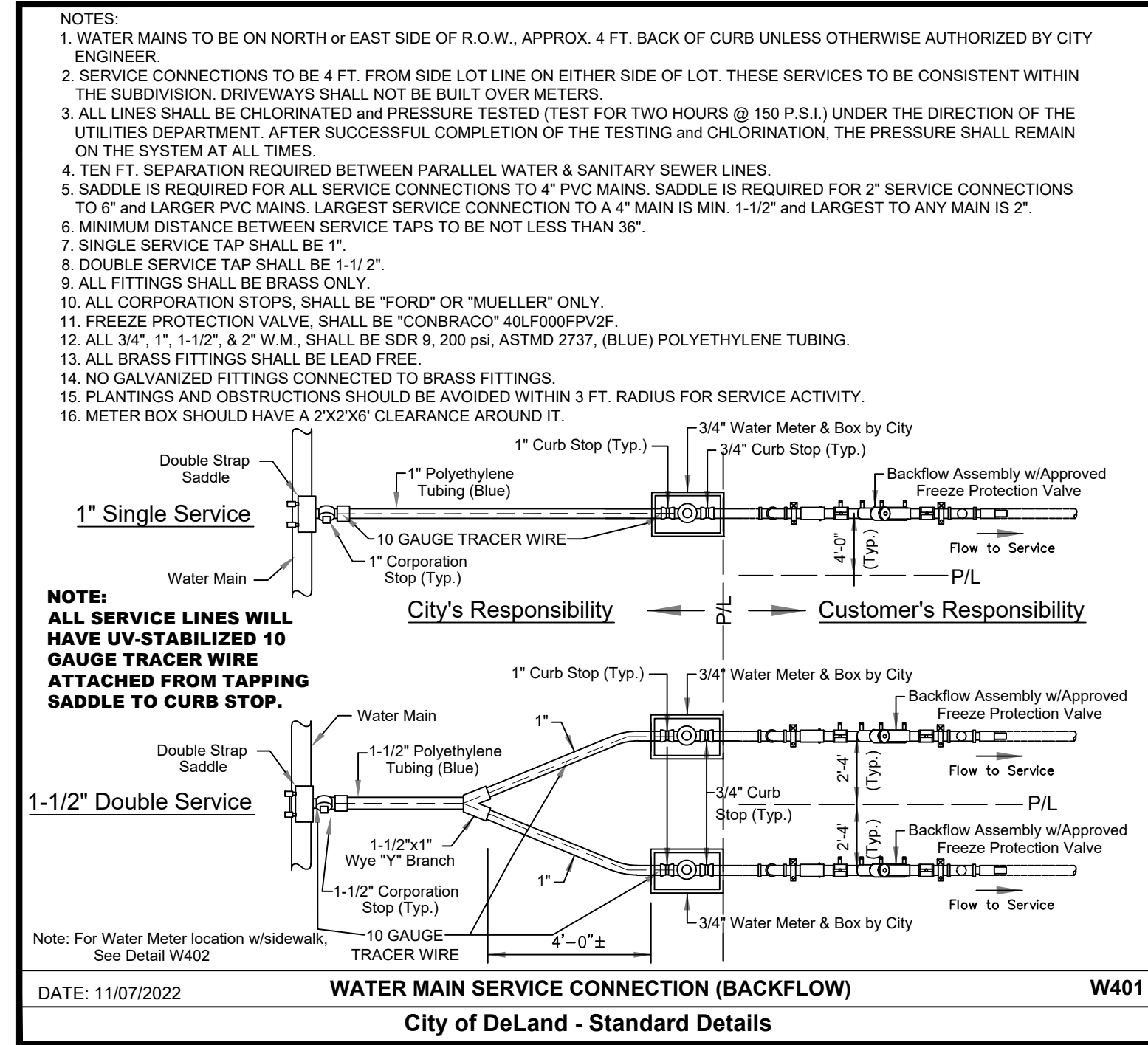
SAN. SEWER
PLAN & PROFILE

ISSUE:
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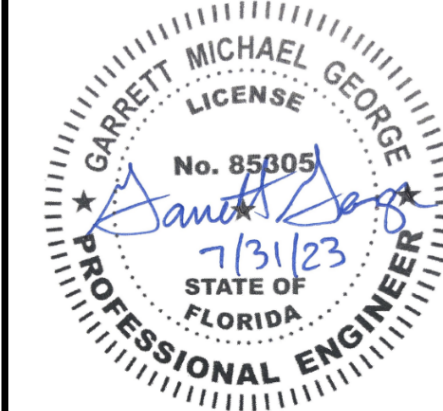
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DESIGN:	RSH
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CHECKED:	CSO

SHEET NO.
C6.8





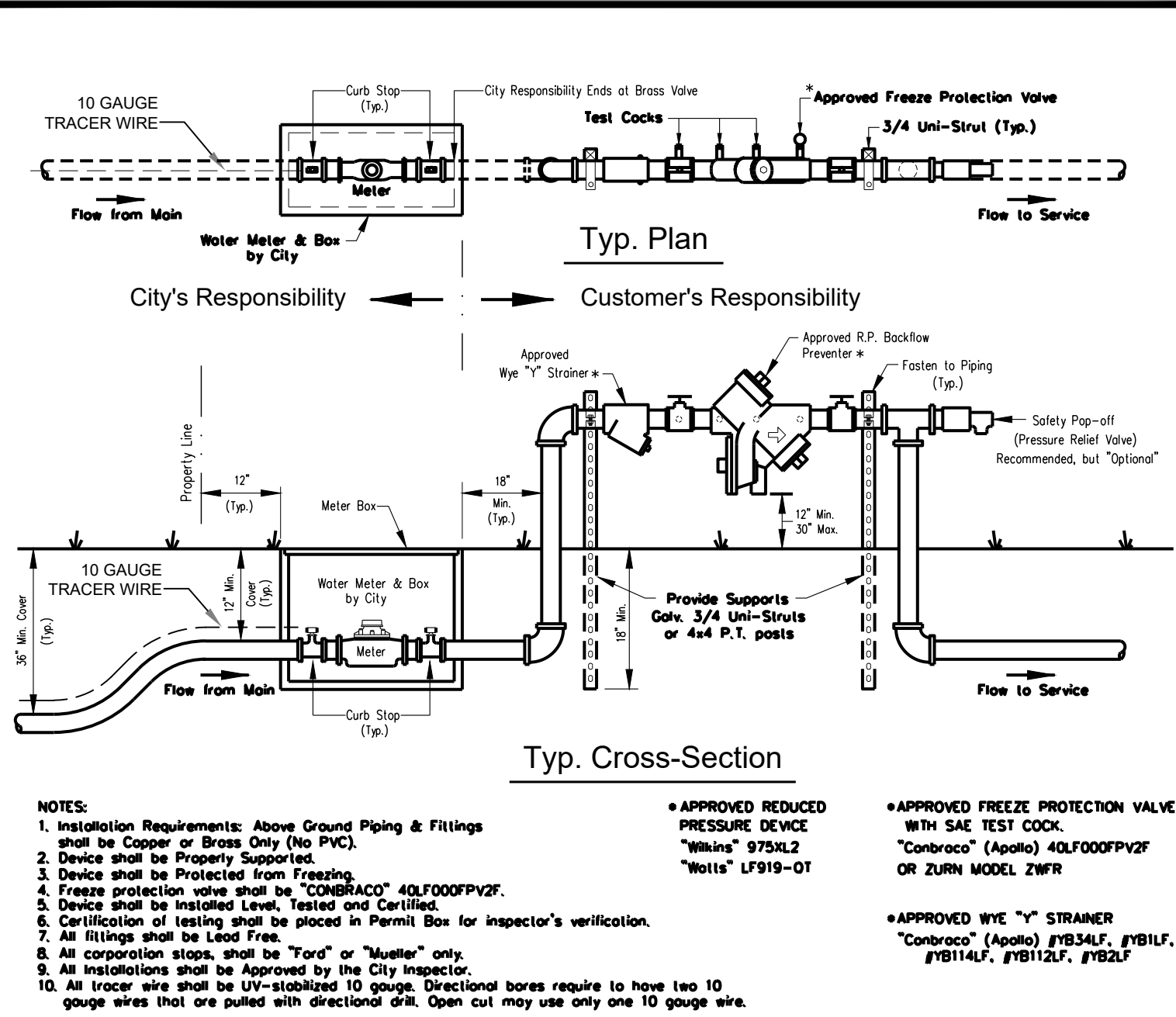
NO. DATE REVISION DESCRIPTION



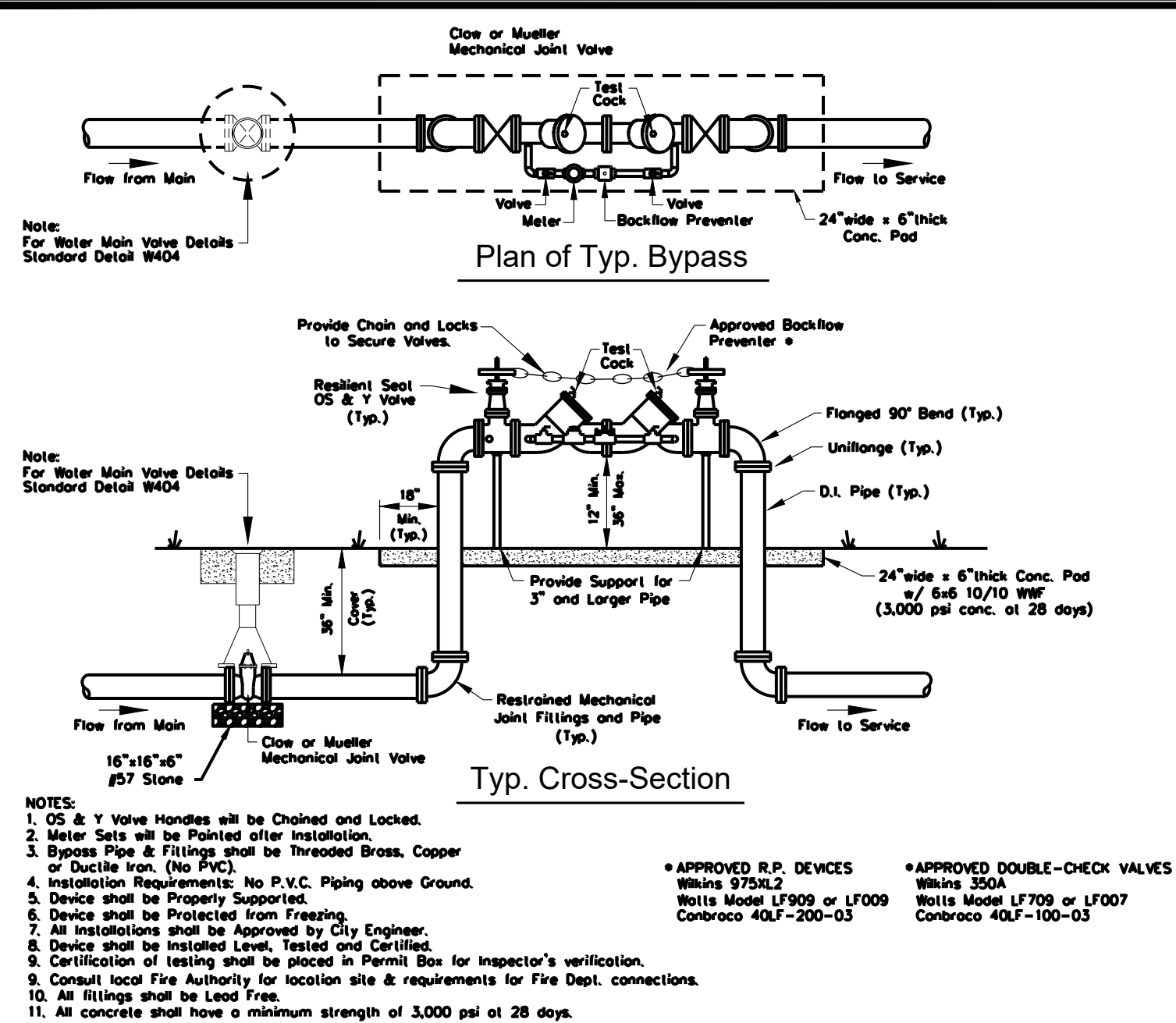
SPRING GARDEN
TOWNHOMES
DELAND, FL

UTILITY DETAILS

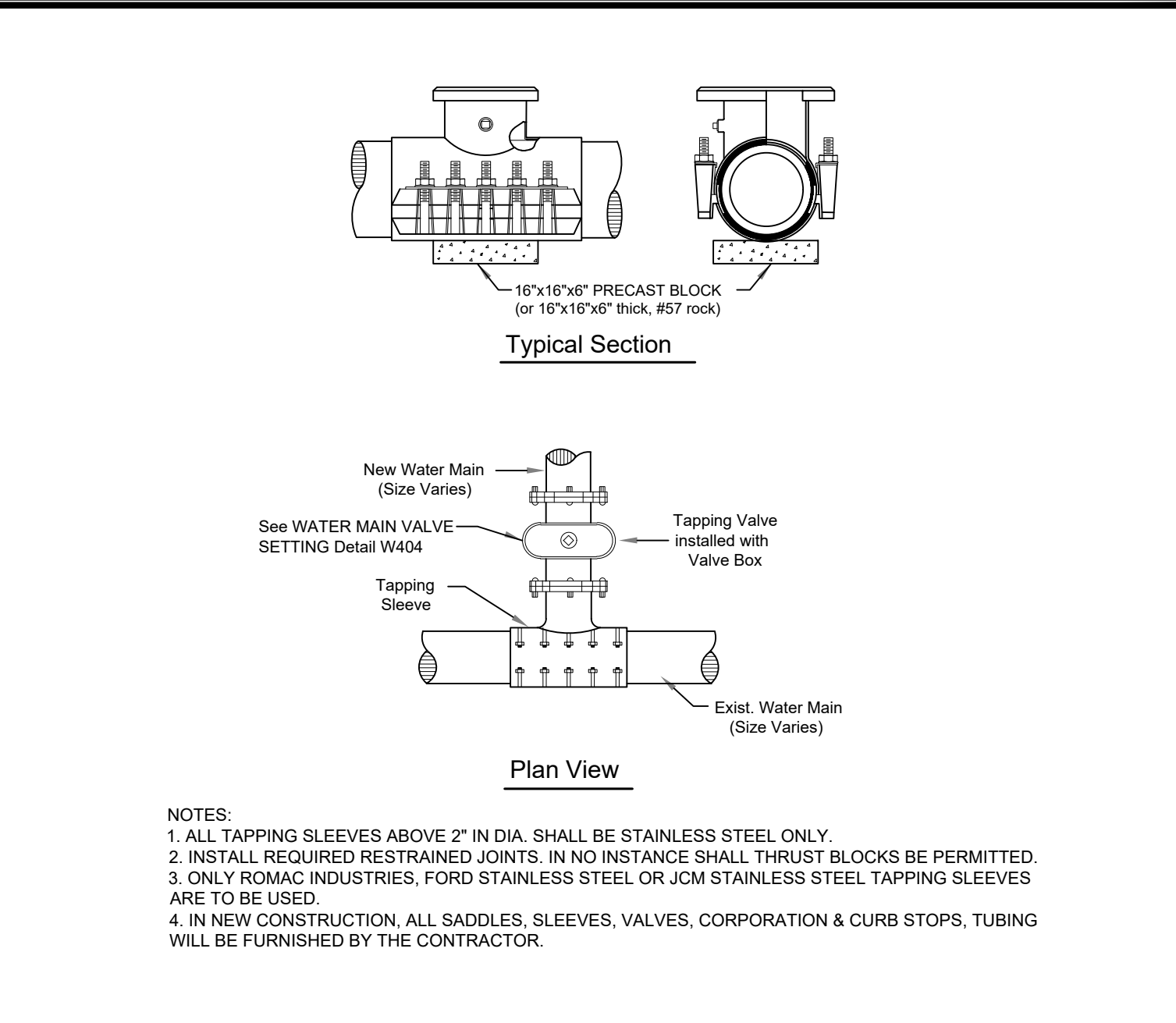
ISSUE:	NOT FOR CONSTRUCTION
DATE:	07/31/2023
JOB NO.:	761391
DESIGN:	RSH
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CHECKED:	CSG
SHEET NO.	C7.1



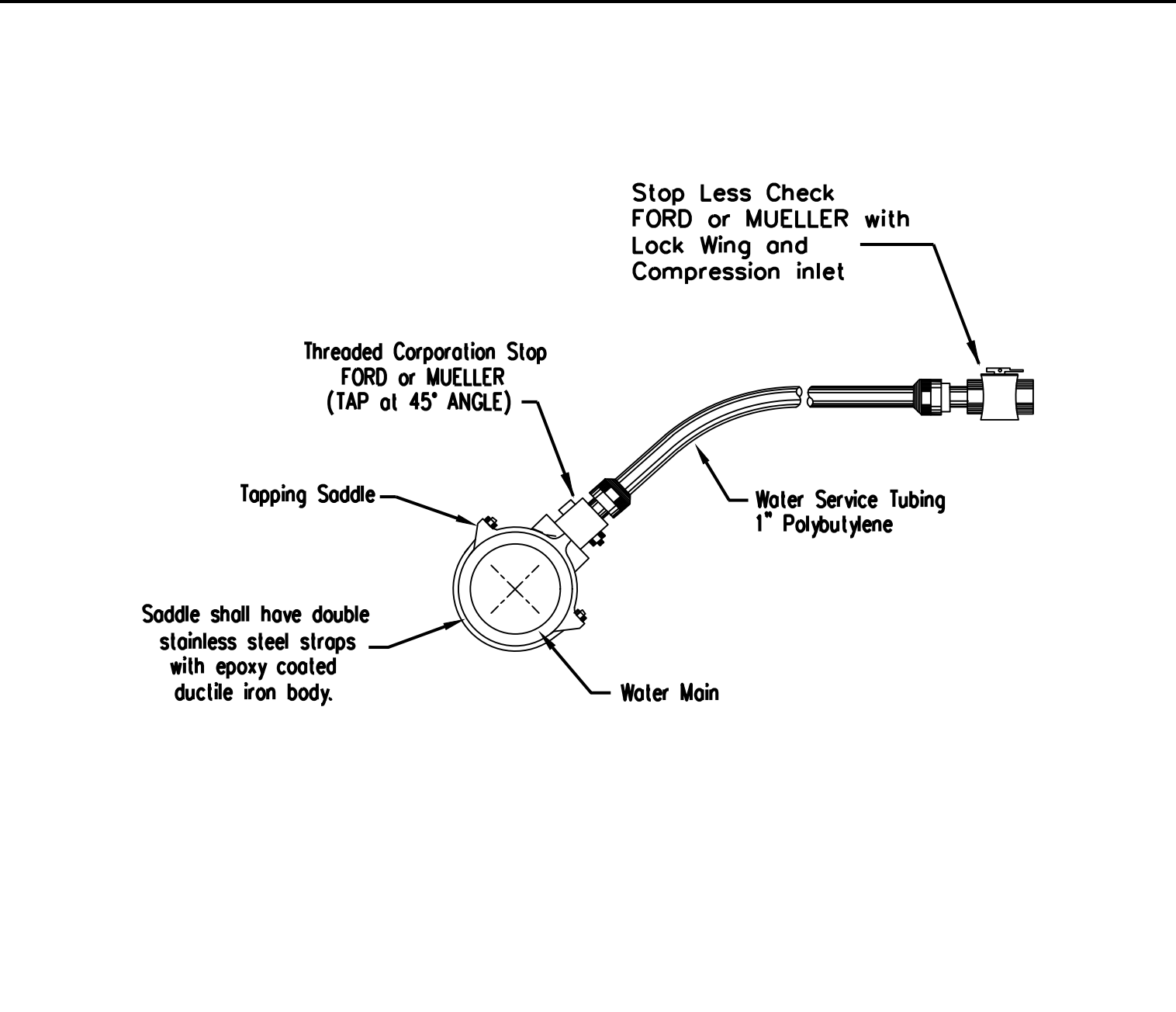
DATE: 11/07/2022 WATER METER & BACKFLOW ASSEMBLY - 4" THRU 2-1/2" MODELS W411
City of DeLand - Standard Details



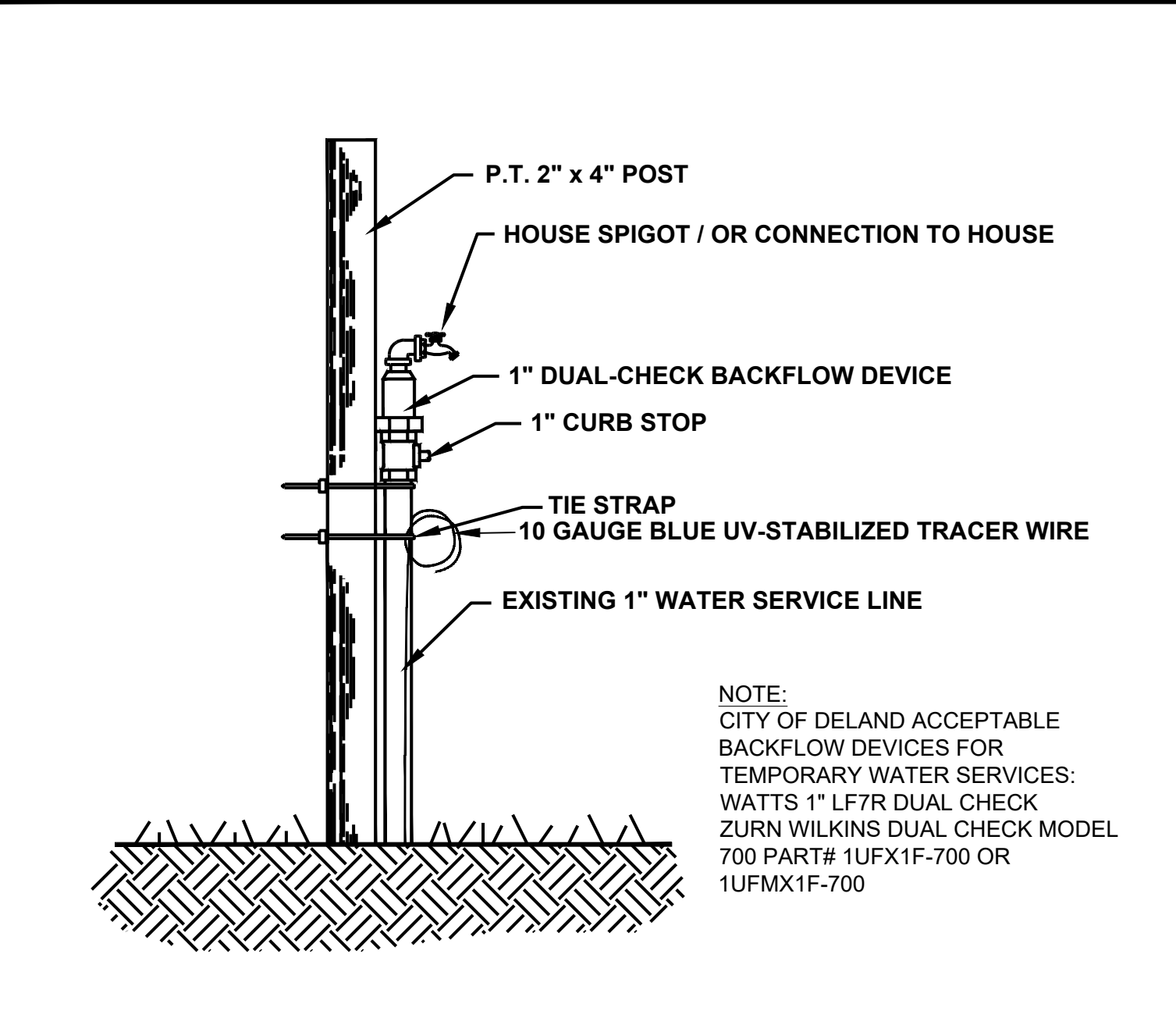
DATE: 11/07/2022 DOUBLE DETECTOR CHECK VALVE ASSEMBLY - 4" THRU 12" W413
City of DeLand - Standard Details



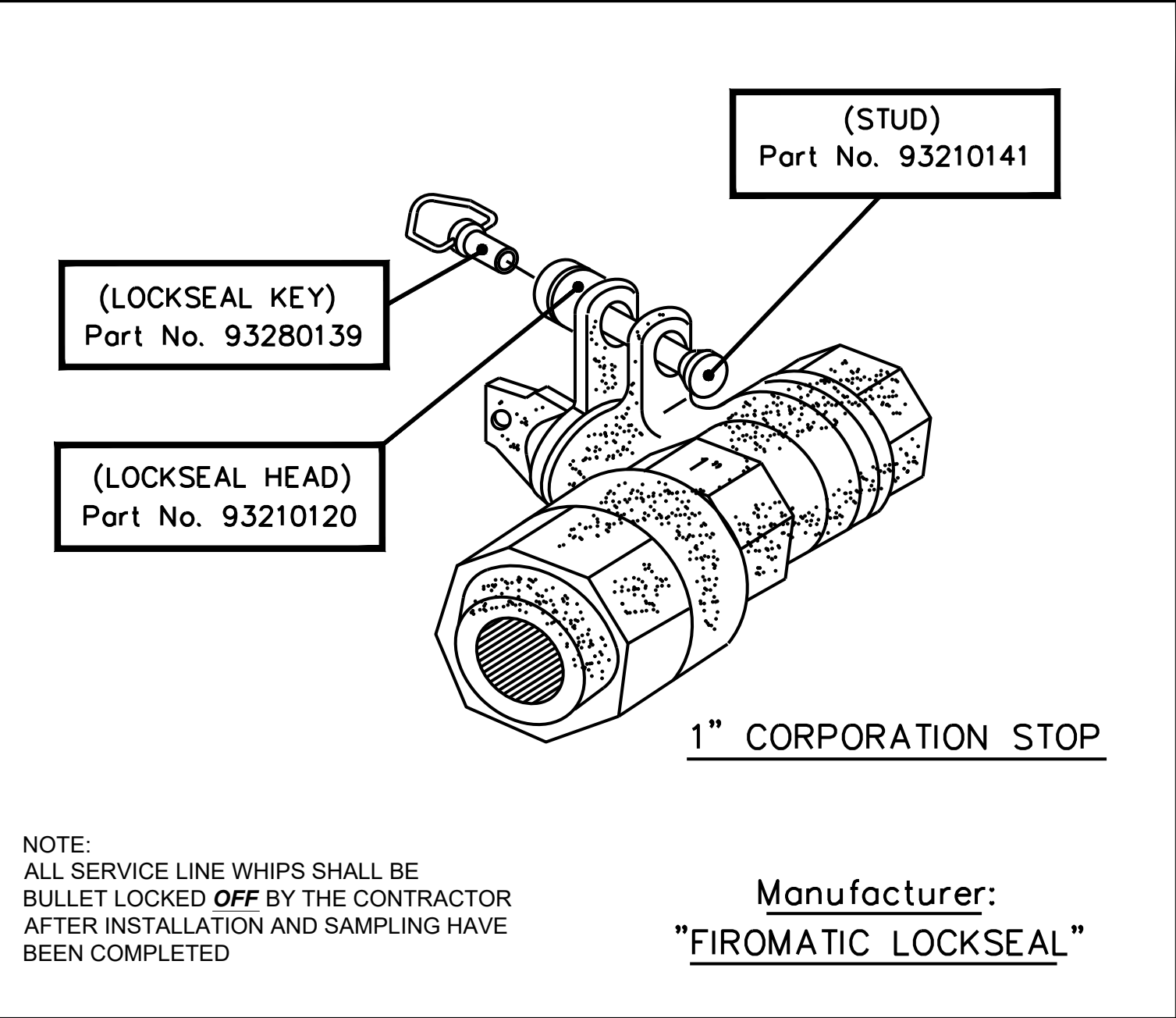
DATE: 11/07/2022 STAINLESS STEEL TAPPING SLEEVE W414
City of DeLand - Standard Details



DATE: 11/07/2022 CHLORINATION TAP W416
City of DeLand - Standard Details



DATE: 11/07/2022 TEMPORARY RESIDENTIAL CONSTRUCTION POTABLE WATER SERVICE W417
City of DeLand - Standard Details

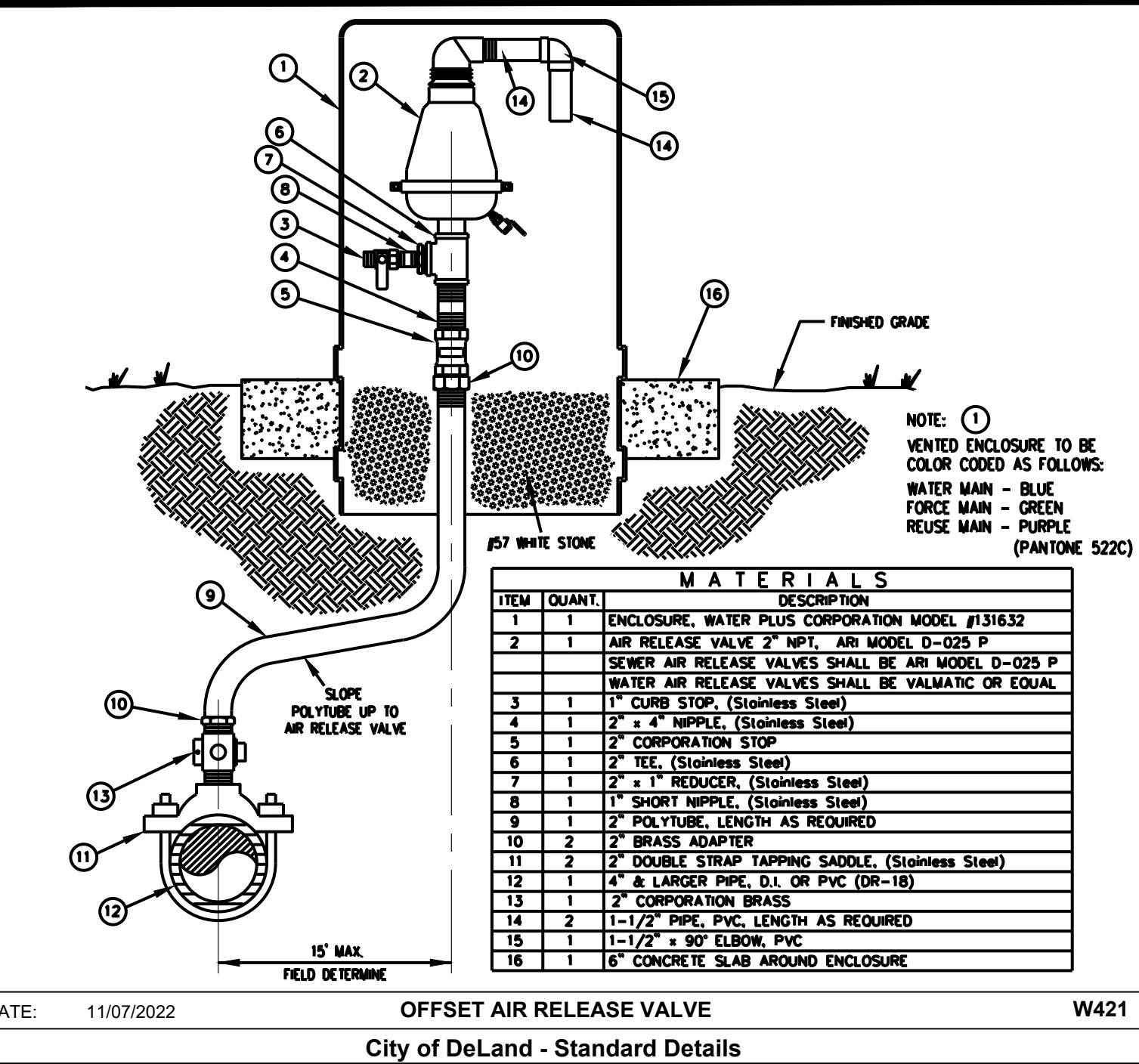


DATE: 11/07/2022 WATER METER LOCKSEAL ASSEMBLY W418
City of DeLand - Standard Details

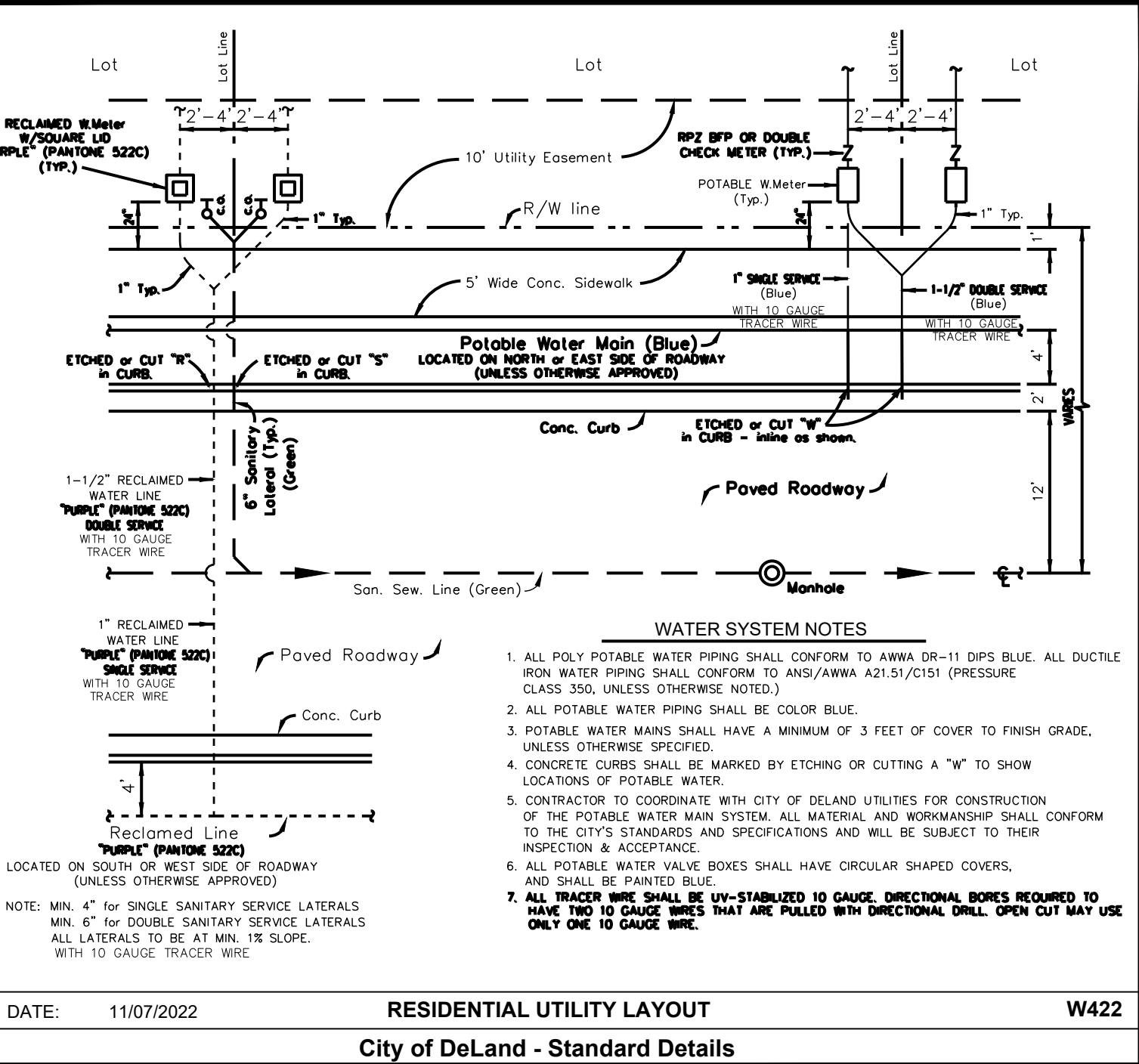
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314			
Other pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossing (Full Joint Centered)
Storm Sewer Stormwater Force Main, Reclaimed Water (2)	 3 ft. minimum	 12 inches is the minimum except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 3' ft. minimum
Vacuum Sanitary Sewer	 10 ft. preferred 3 ft. minimum	 12 inches preferred 6 inches minimum	 Alternate 3' ft. minimum
Gravity Sewer Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	 10 ft. preferred 6 ft. minimum (3)	 12 inches is the minimum except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 6' ft. minimum
On-Site Sewage Treatment & Disposal System(4)	10 ft. minimum	---	---

(1) Water Main Should Cross Above other pipe. When Water Main Must Be Below Other Pipe, the Minimum Separation is 12" inches.
(2) Reclaimed Water Regulated Under Part III of chapter 62-610, F.A.C.
(3) 3 ft. for Gravity Sanitary sewer where the Bottom of the Water Main is at least 6 inches above the top of gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

DATE: 11/07/2022 WATER PIPE SEPERATION REQUIREMENTS W420
City of DeLand - Standard Details



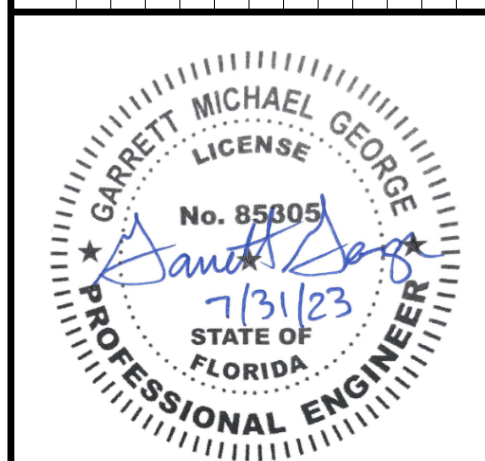
DATE: 11/07/2022 OFFSET AIR RELEASE VALVE W421
City of DeLand - Standard Details



DATE: 11/07/2022 RESIDENTIAL UTILITY LAYOUT W422
City of DeLand - Standard Details



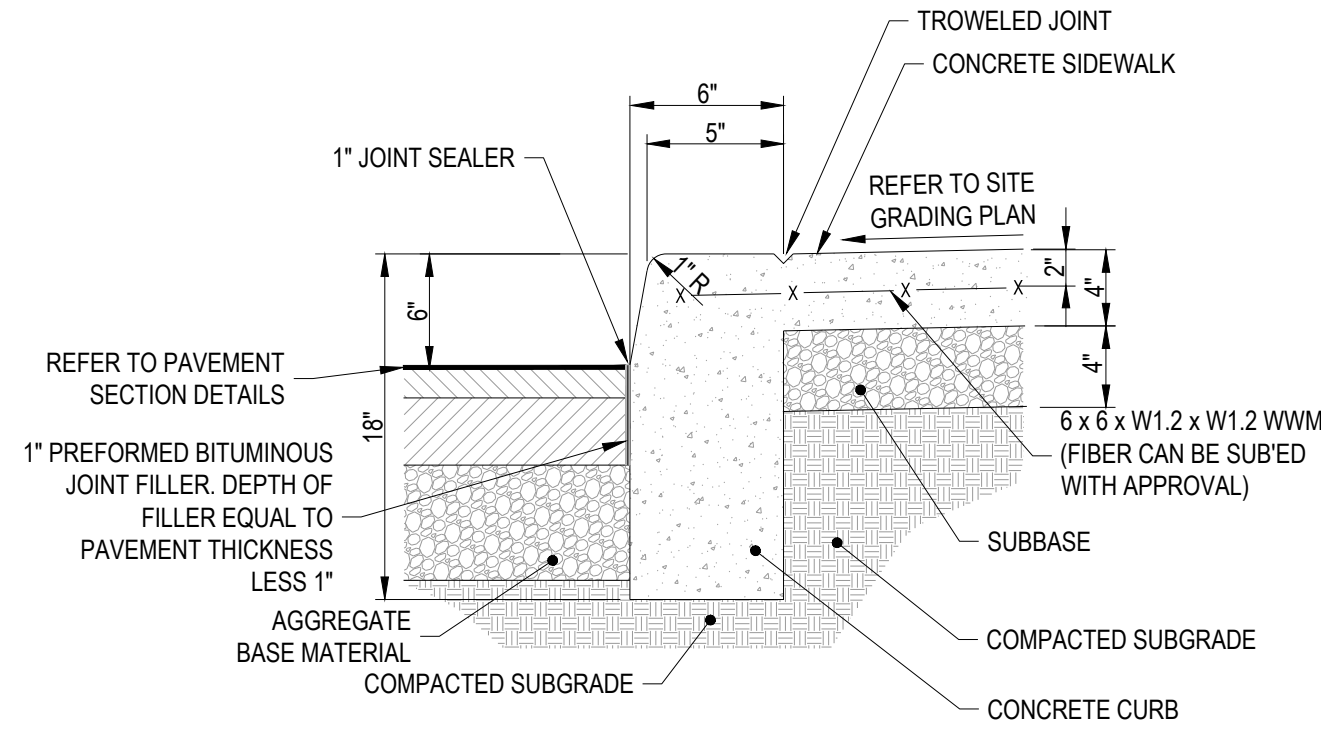
REVISION DESCRIPTION
DATE
NO.



SPRING GARDEN
TOWNHOMES
DELAND, FL

UTILITY DETAILS

ISSUE:
NOT FOR CONSTRUCTION
DATE:
07/31/2023
JOB NO.: 761391
DESIGN: RSH
DRAWN: RSH
CHECKED: CSG
SHEET NO.
C7.2

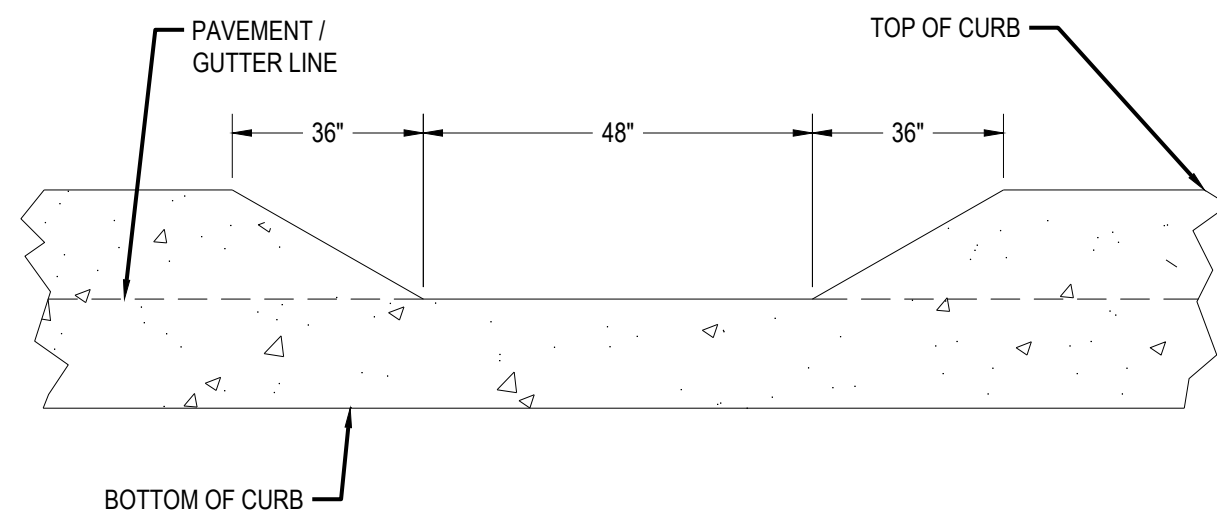


NOTES:

1. ALL CONCRETE CURBS AND SIDEWALK TO BE 4,000 P.S.I. CONCRETE AT 28 DAYS.
2. TRANSVERSE EXPANSION JOINTS, 1/2" WIDE, SHALL BE INSTALLED IN THE CURB 20'-0" APART MAXIMUM. SPACING SHALL MATCH SIDEWALK.
3. EXPANSION JOINTS SHALL BE FILLED WITH 1/2" PREFORMED JOINT FILLER, RECESSED 1/4" FROM TOP AND FACE OF CURB.
4. MAXIMUM HEIGHT OF CURB TO PAVING IS 6".

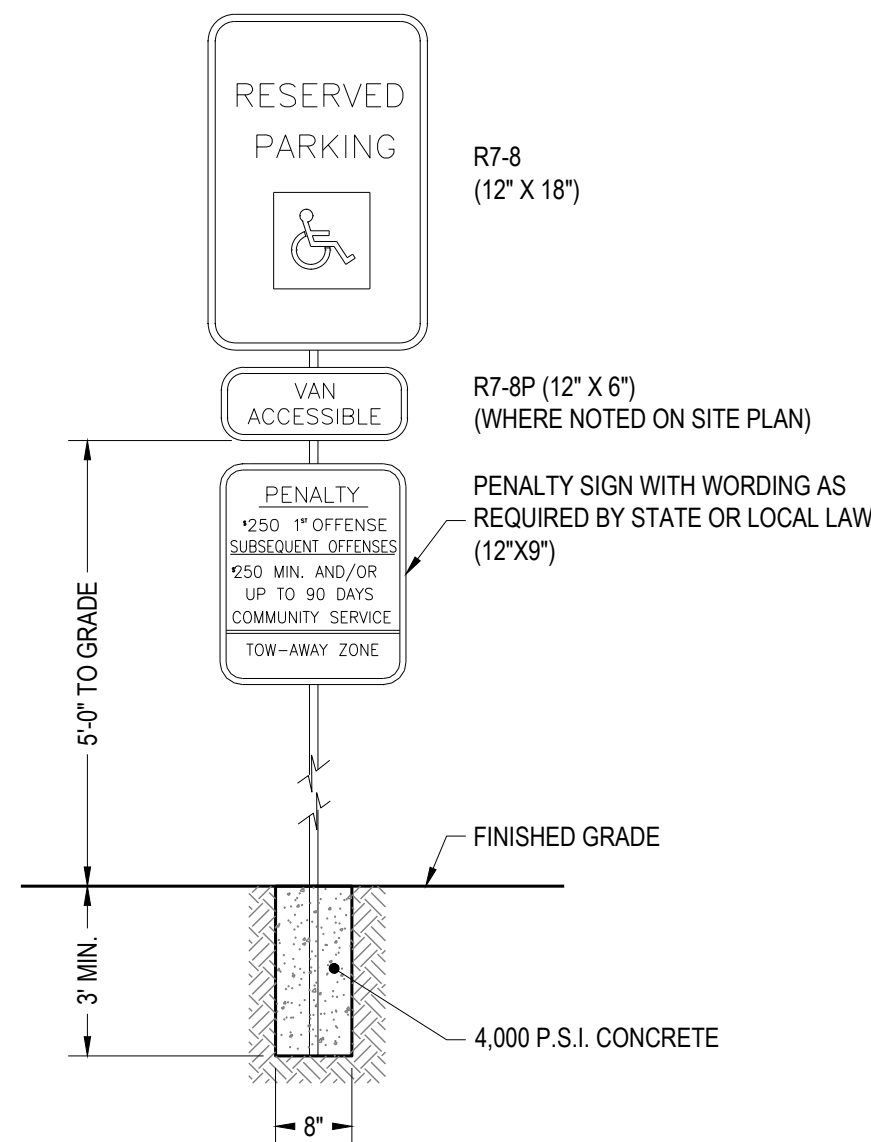
INTEGRAL CURB W/ SIDEWALK

NTS



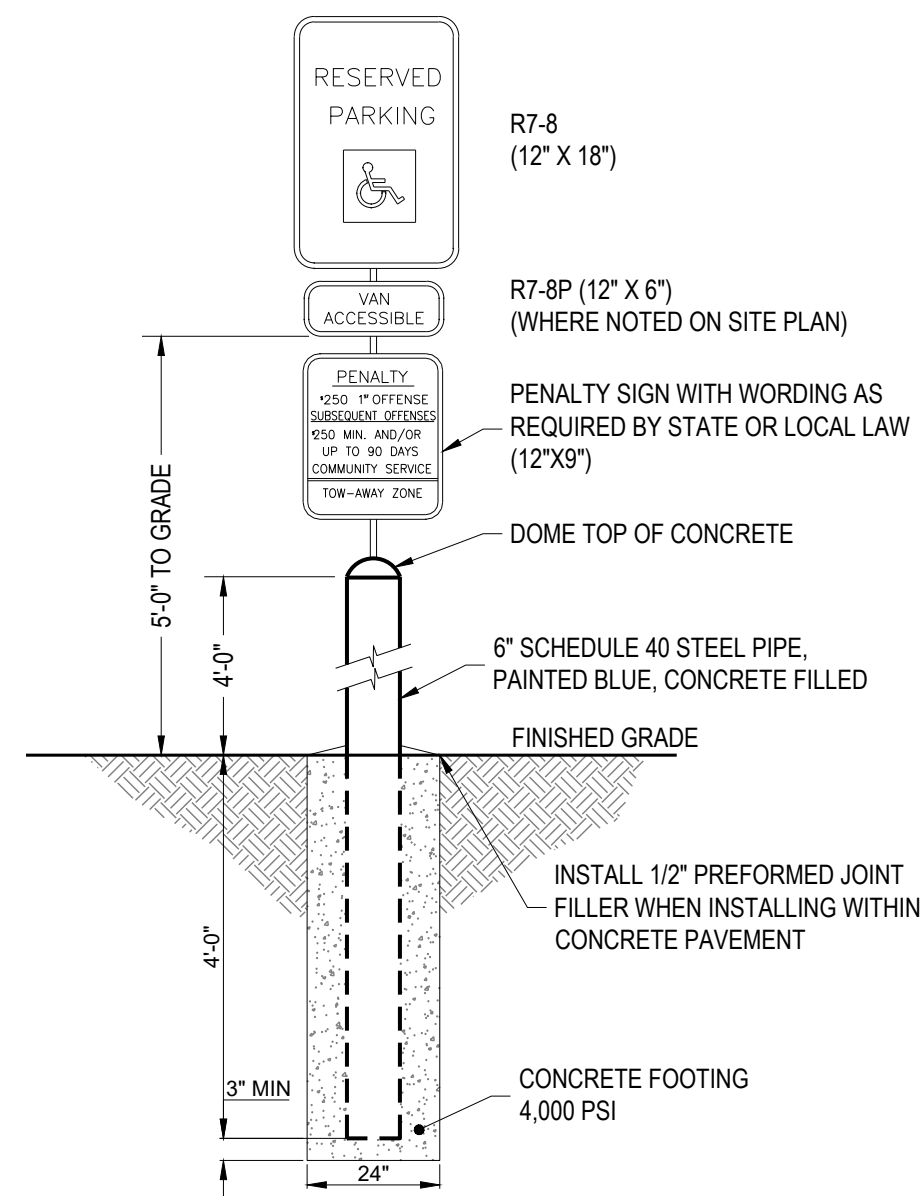
CURB CUT

NTS



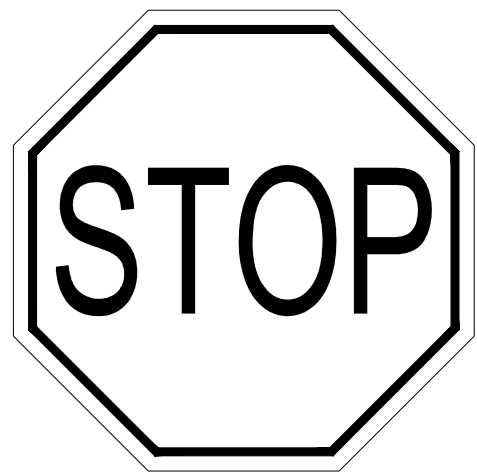
ACCESSIBLE PARKING SIGN

NTS



ACCESSIBLE PARKING SIGN IN BOLLARD

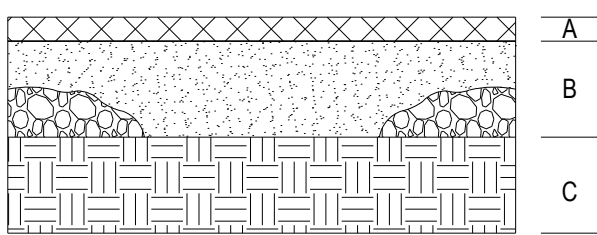
NTS



R1-1
36" x 36"

PROPOSED R1-1 SIGN

NTS



ASPHALT PAVEMENT

REFERENCE CHART
FOR DEPTHS

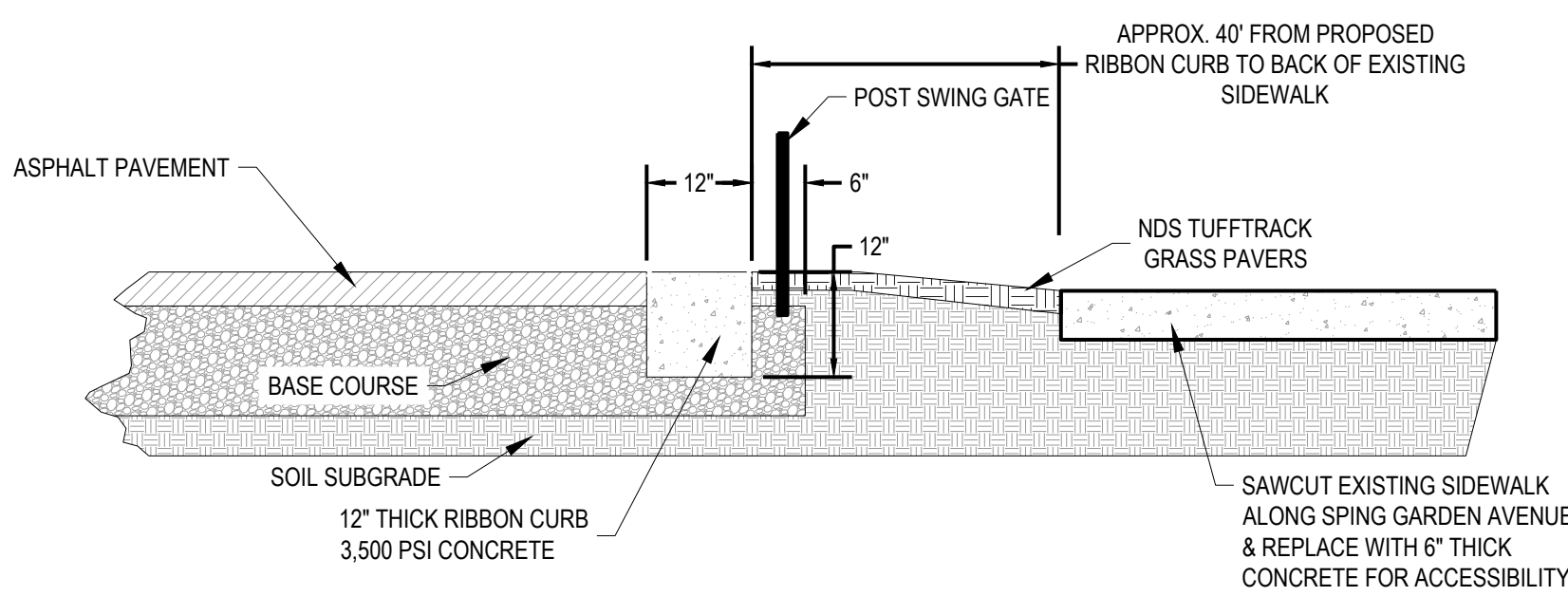
- A. TYPE S3 ASPHALT PAVEMENT SURFACE COURSE IN TWO 3/4 LIFTS
- B. LIMEROCK, BASE COURSE FBR 40
- C. STABILIZED SUBBASE COURSE

PAVEMENT LAYER DEPTHS	ASPHALT		
	A	B	C
STANDARD DUTY	1.5	6.0	12.0
HEAVY DUTY	2.5	8.0	12.0

PER GEOTECHNICAL REPORT PROVIDED BY
TIERRA # 5511-22-039 DATED 09/16/2022

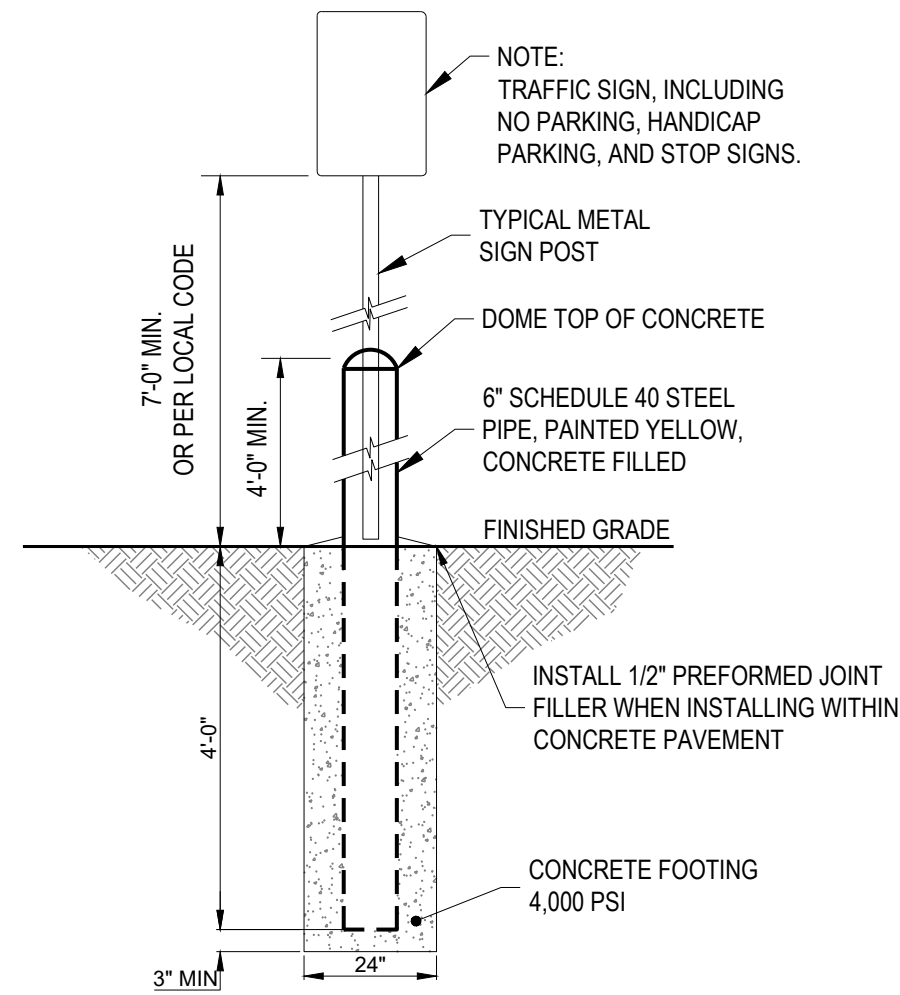
PAVEMENT SECTIONS

NTS



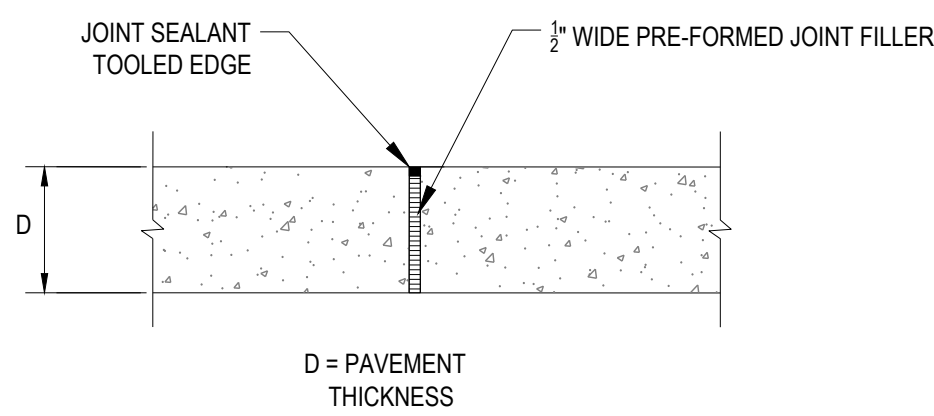
RIBBON CURB DETAIL

NTS



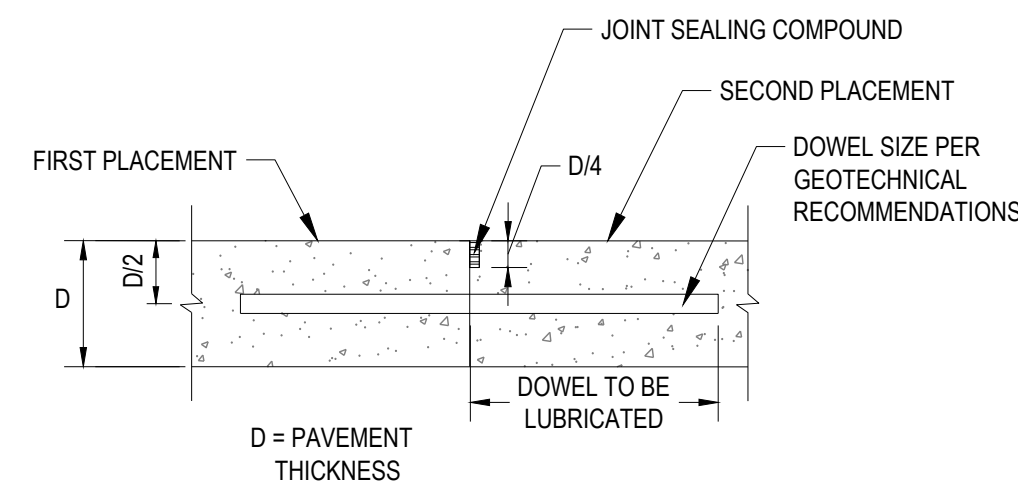
SIGN - BOLLARD

NTS



EXPANSION JOINT

NTS

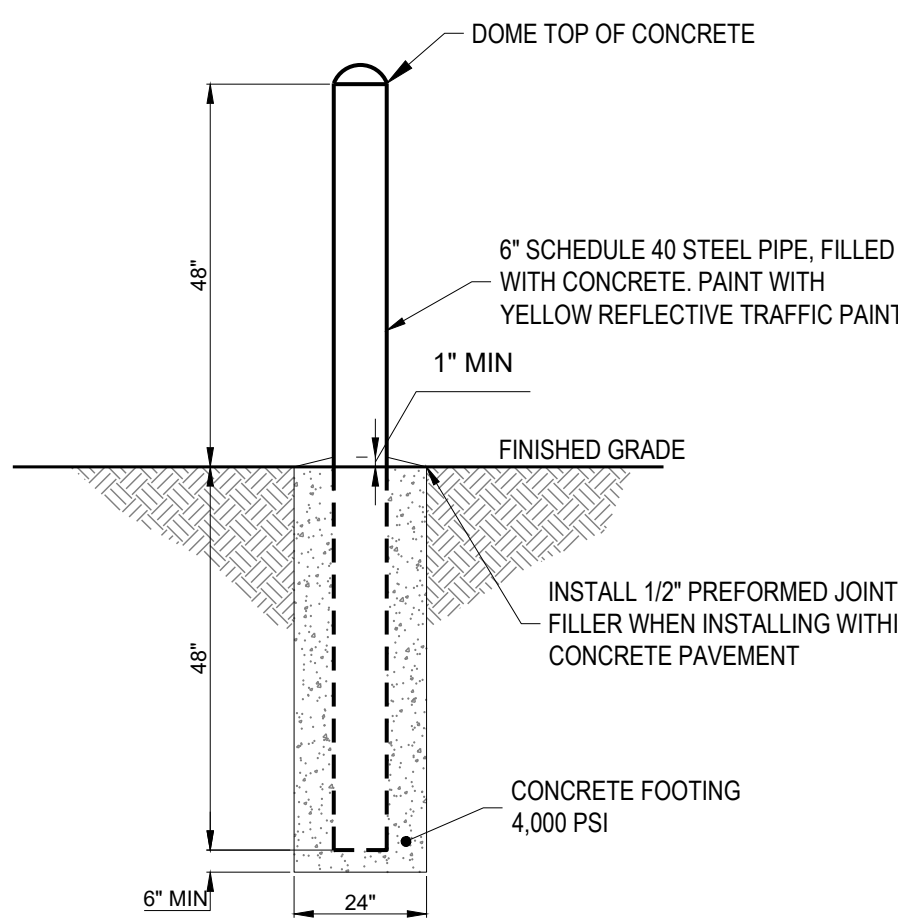


NOTES:

1. DOWELS SHALL BE SUPPORTED BY AN APPROVED DEVICE.
2. ALL DOWELS AND BASKETS SHALL BE EPOXY COATED.
3. DOWELED CONTRACTION JOINTS ARE REQUIRED WHERE PAVEMENT DEPTH IS 7" OR GREATER.
4. DOWELS SHALL BE SMOOTH BARS AND SHALL BE PROVIDED A COATING OF GREASE, AS A BOND-BREAKING MATERIAL, IMMEDIATELY PRIOR TO PLACING THE CONCRETE.

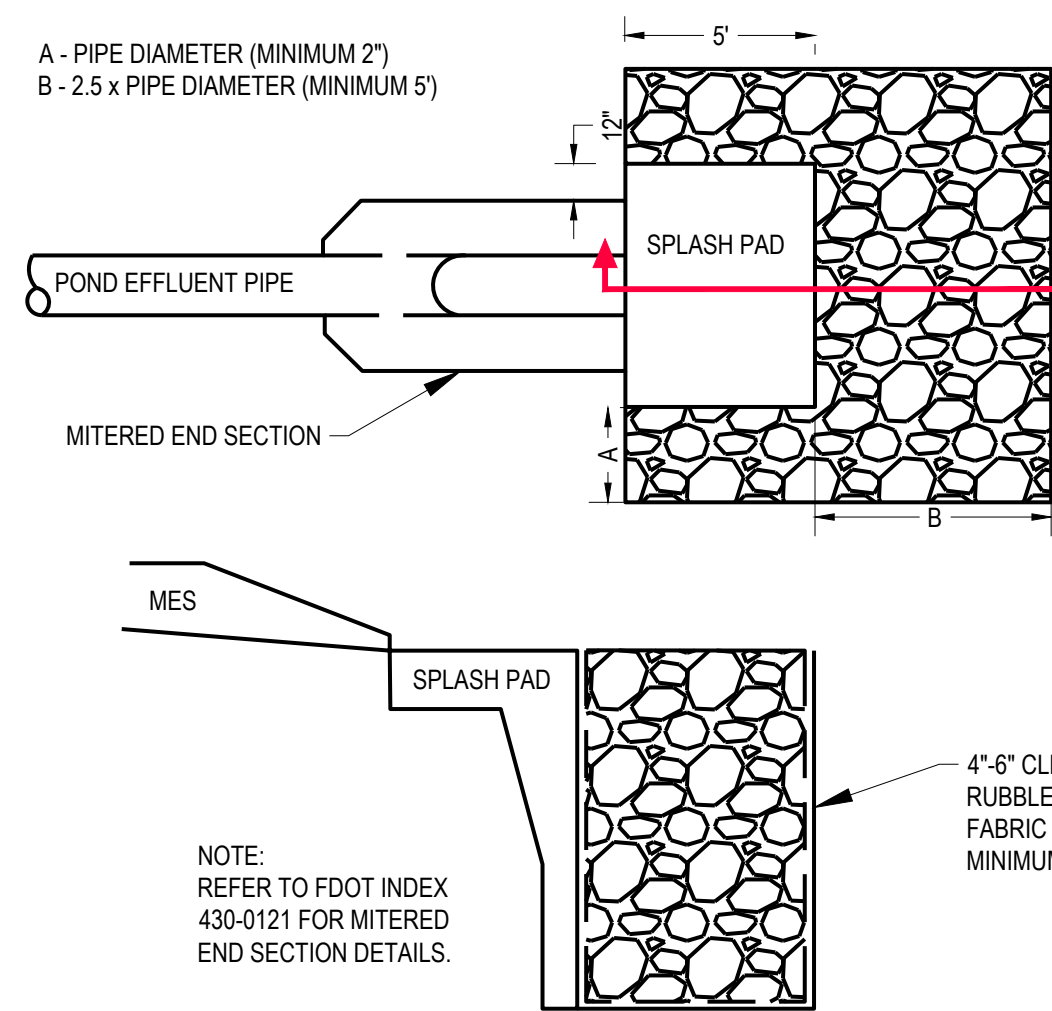
DOWELED CONTRACTION JOINT

NTS



BOLLARD

NTS



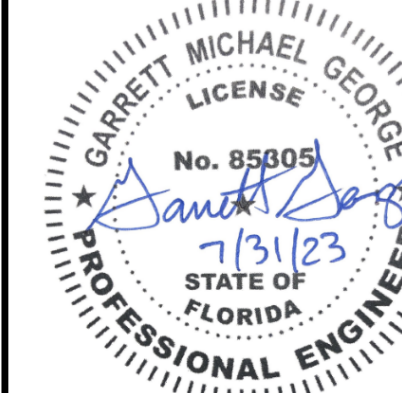
DRY POND MITERED END SECTION & SPLASH PAD
EROSION PROTECTION

NTS

CONCRETE JOINTS

NTS

REVISION DESCRIPTION
DATE
NO.

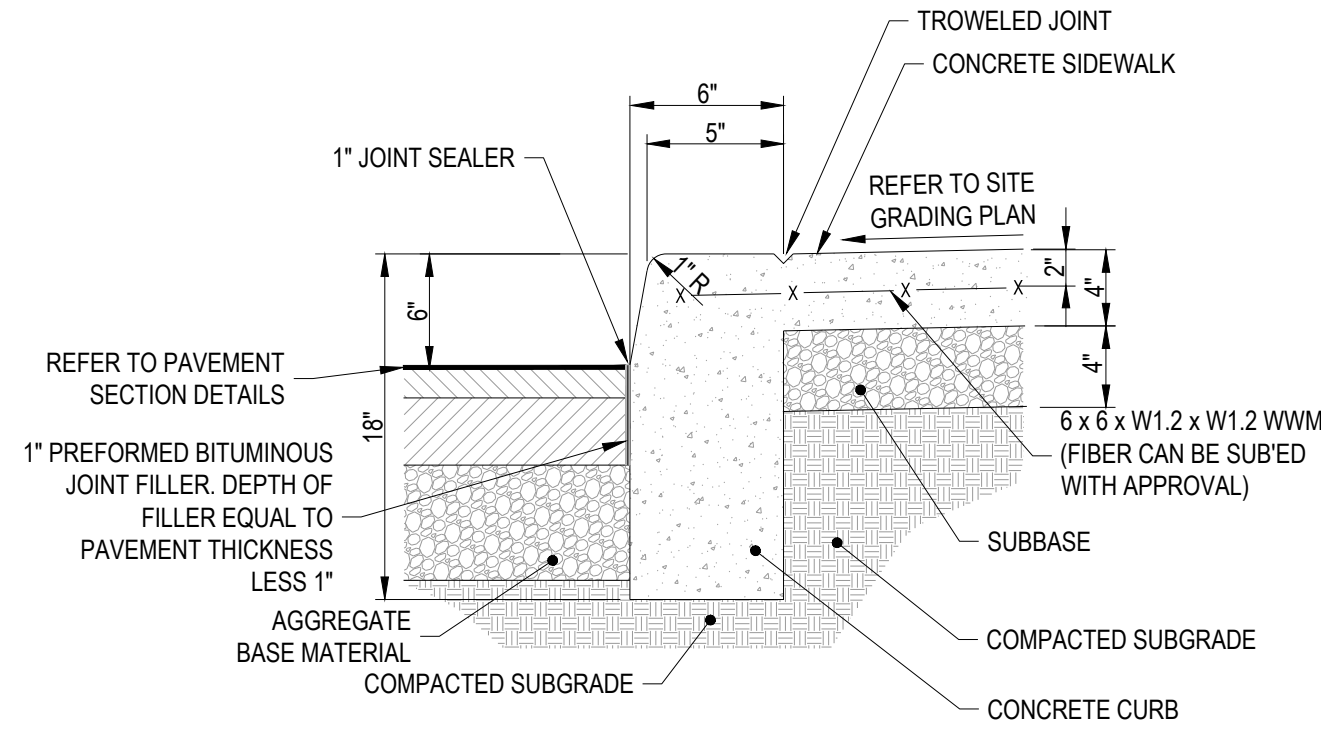


SPRING GARDEN
TOWNHOMES
DELAND, FL
610 N SPRING GARDEN AVENUE, DELAND, FL

CONSTRUCTION
DETAILS

ISSUE:	NOT FOR CONSTRUCTION
DATE:	07/31/2023
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO.	C7.3

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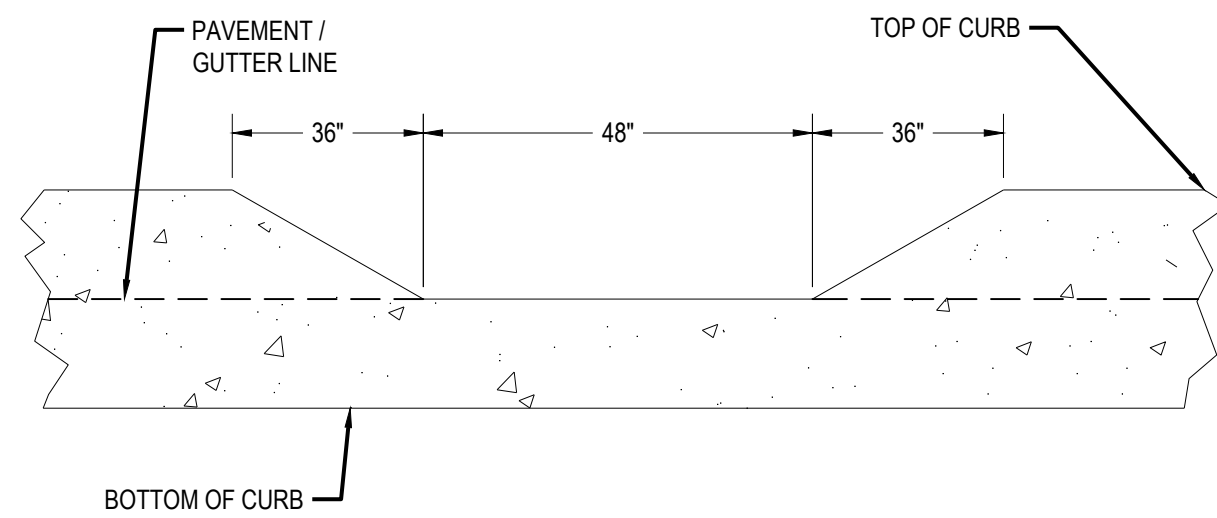


NOTES:

1. ALL CONCRETE CURBS AND SIDEWALK TO BE 4,000 P.S.I. CONCRETE AT 28 DAYS.
2. TRANSVERSE EXPANSION JOINTS, 1/2" WIDE, SHALL BE INSTALLED IN THE CURB 20'-0" APART MAXIMUM. SPACING SHALL MATCH SIDEWALK.
3. EXPANSION JOINTS SHALL BE FILLED WITH 1/2" PREFORMED JOINT FILLER, RECESSED 1/4" FROM TOP AND FACE OF CURB.
4. MAXIMUM HEIGHT OF CURB TO PAVING IS 6".

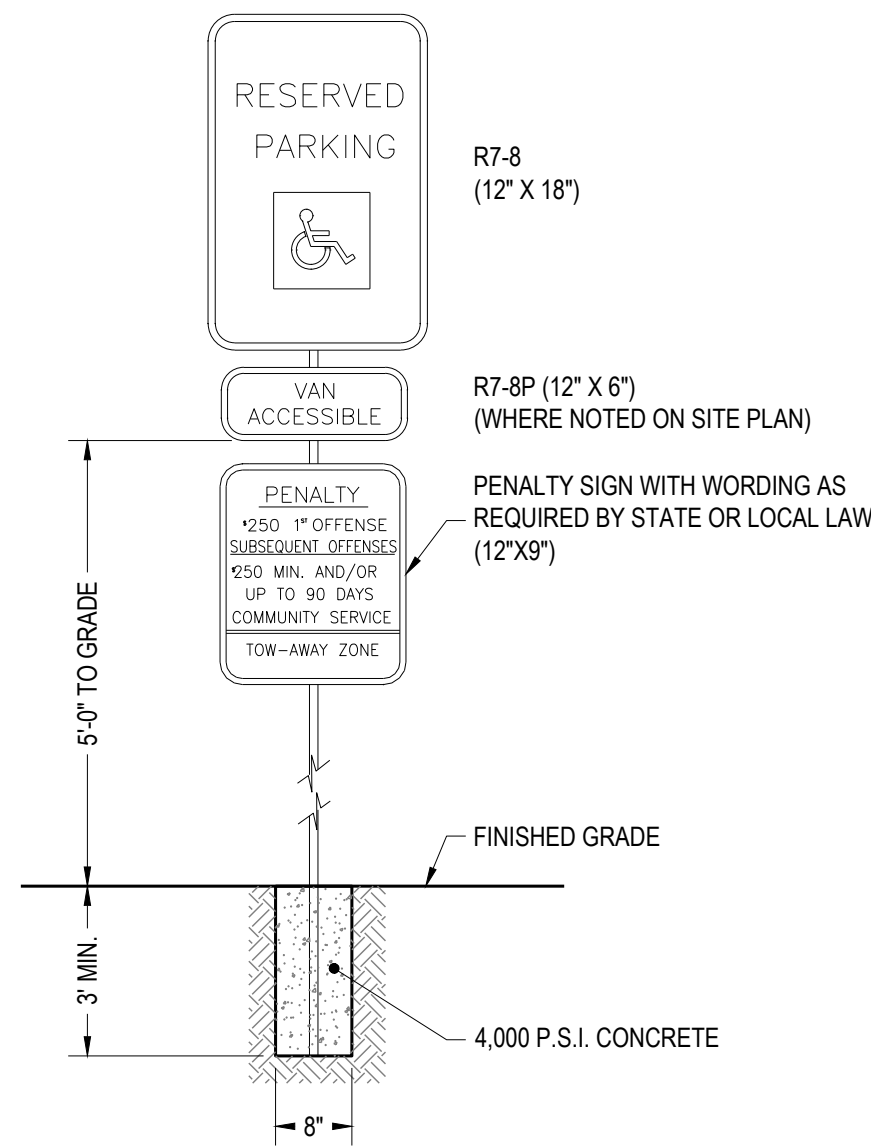
INTEGRAL CURB W/ SIDEWALK

NTS



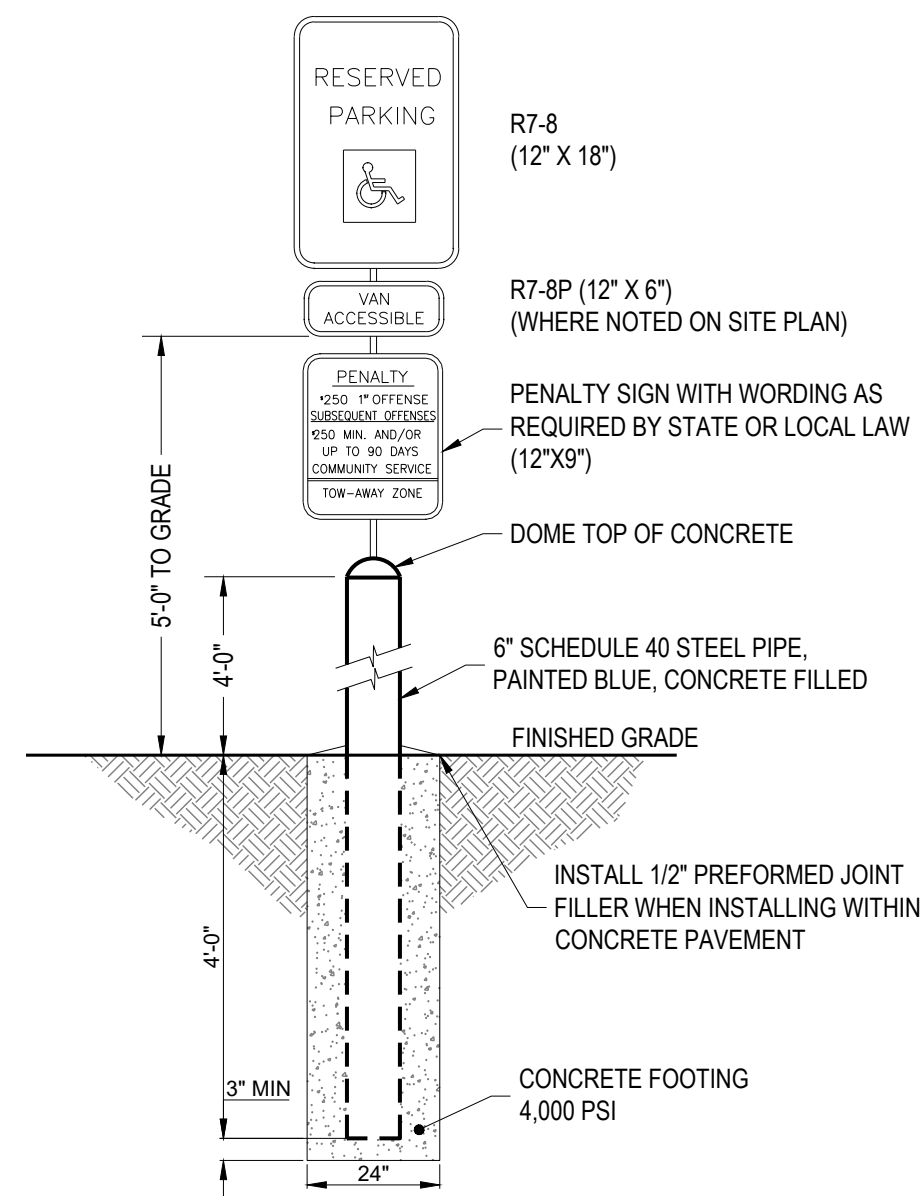
CURB CUT

NTS



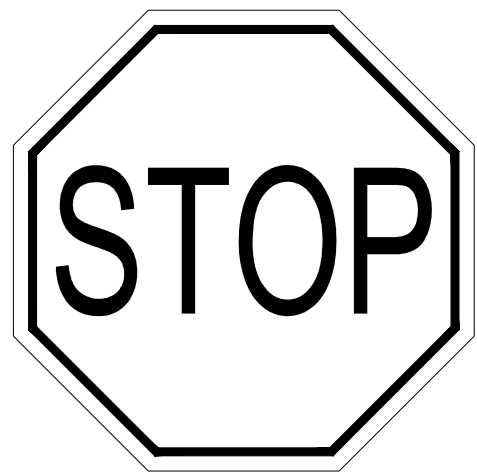
ACCESSIBLE PARKING SIGN

NTS



ACCESSIBLE PARKING SIGN IN BOLLARD

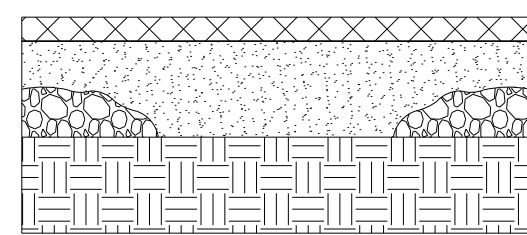
NTS



R1-1
36" x 36"

PROPOSED R1-1 SIGN

NTS

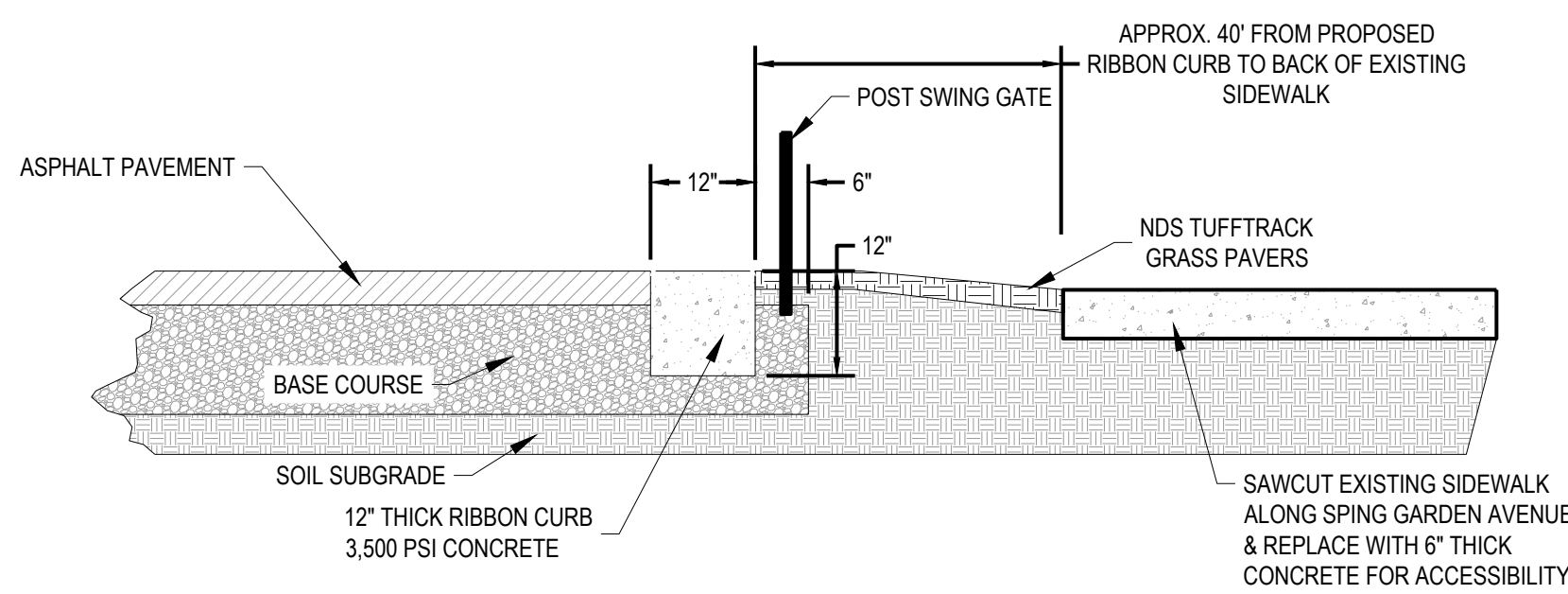


PAVEMENT LAYER DEPTHS			
	ASPHALT		
	A	B	C
STANDARD DUTY	1.5	6.0	12.0
HEAVY DUTY	2.5	8.0	12.0

PER GEOTECHNICAL REPORT PROVIDED BY
TIERRA # 5511-22-039 DATED 09/16/2022

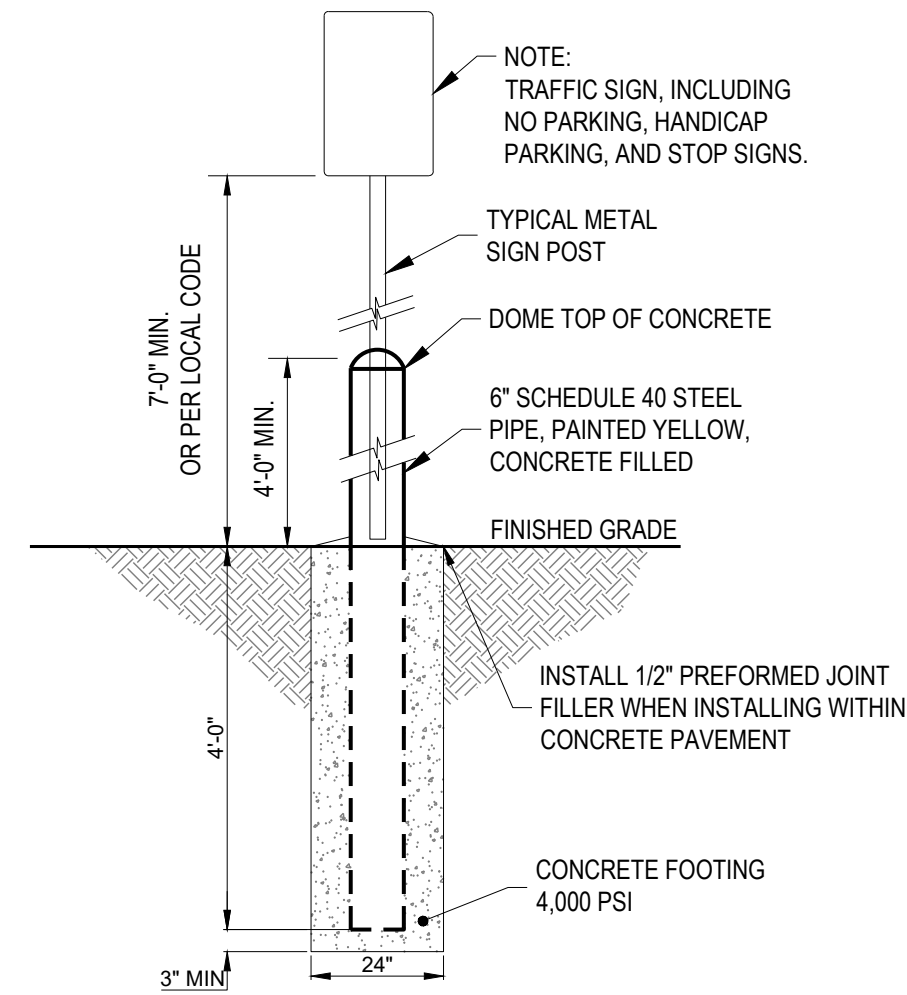
PAVEMENT SECTIONS

NTS



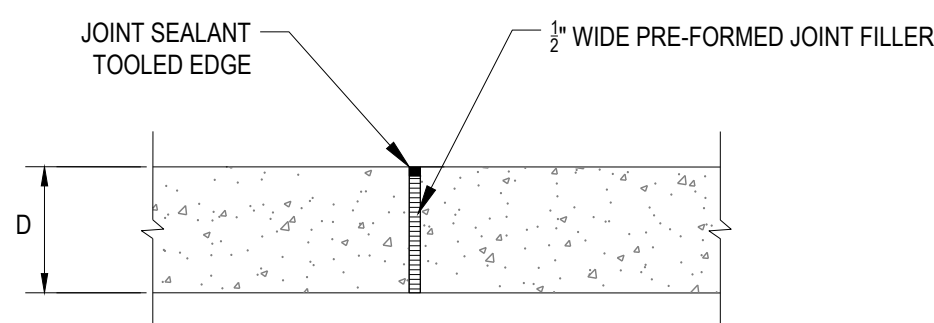
RIBBON CURB DETAIL

NTS



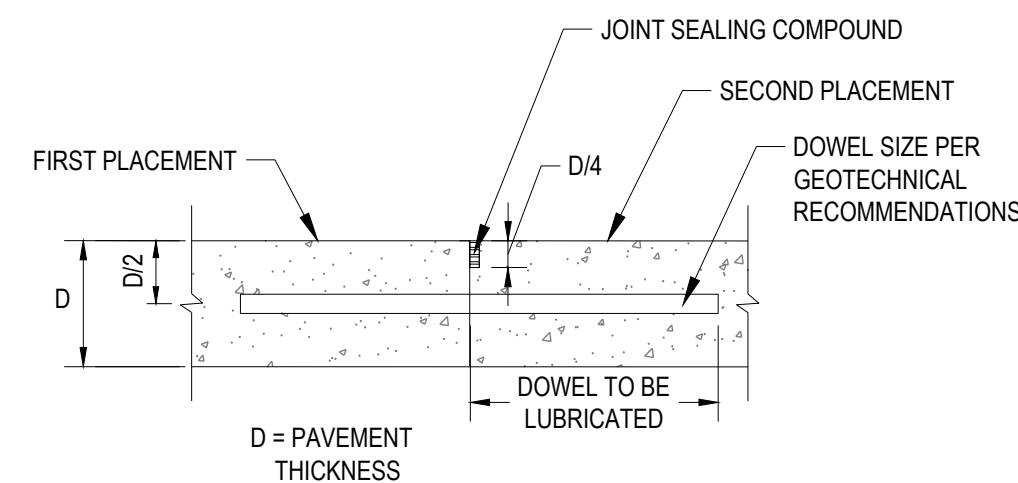
SIGN - BOLLARD

NTS



EXPANSION JOINT

NTS

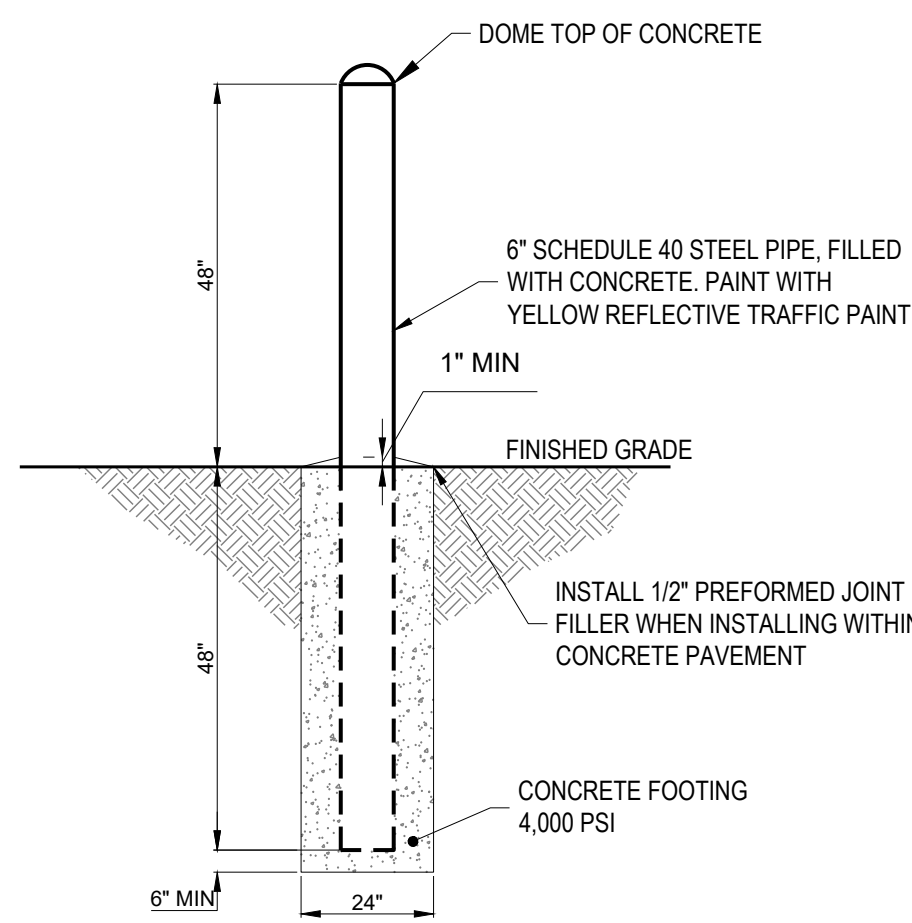


NOTES:

1. DOWELS SHALL BE SUPPORTED BY AN APPROVED DEVICE.
2. ALL DOWELS AND BASKETS SHALL BE EPOXY COATED.
3. DOWELED CONTRACTION JOINTS ARE REQUIRED WHERE PAVEMENT DEPTH IS 7" OR GREATER.
4. DOWELS SHALL BE SMOOTH BARS AND SHALL BE PROVIDED A COATING OF GREASE, AS A BOND-BREAKING MATERIAL, IMMEDIATELY PRIOR TO PLACING THE CONCRETE.

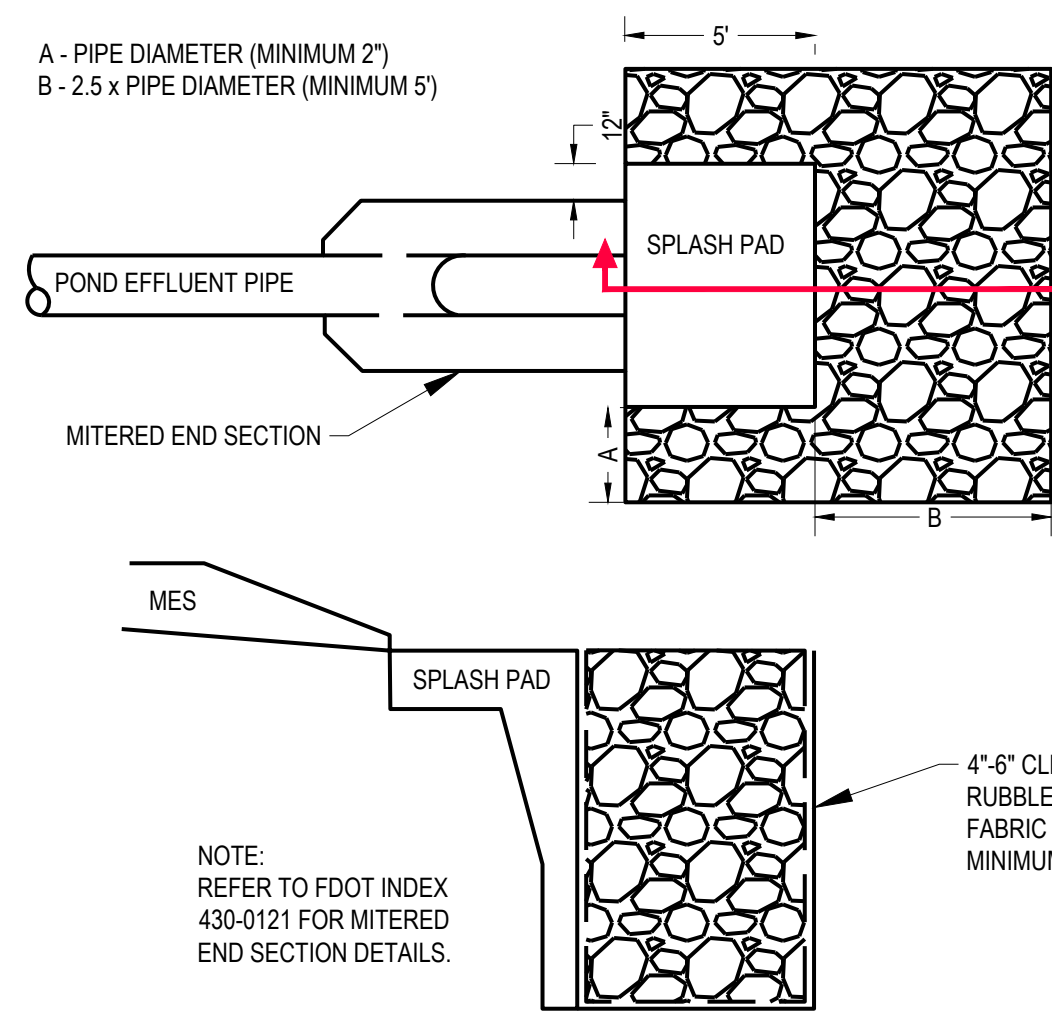
DOWELED CONTRACTION JOINT

NTS



BOLLARD

NTS

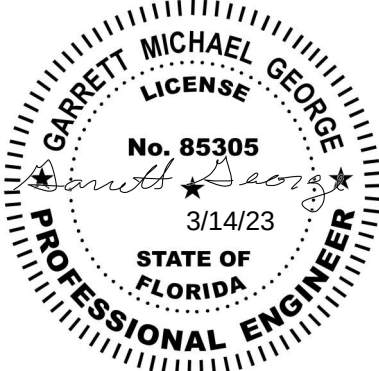


DRY POND MITERED END SECTION & SPLASH PAD
EROSION PROTECTION

NTS



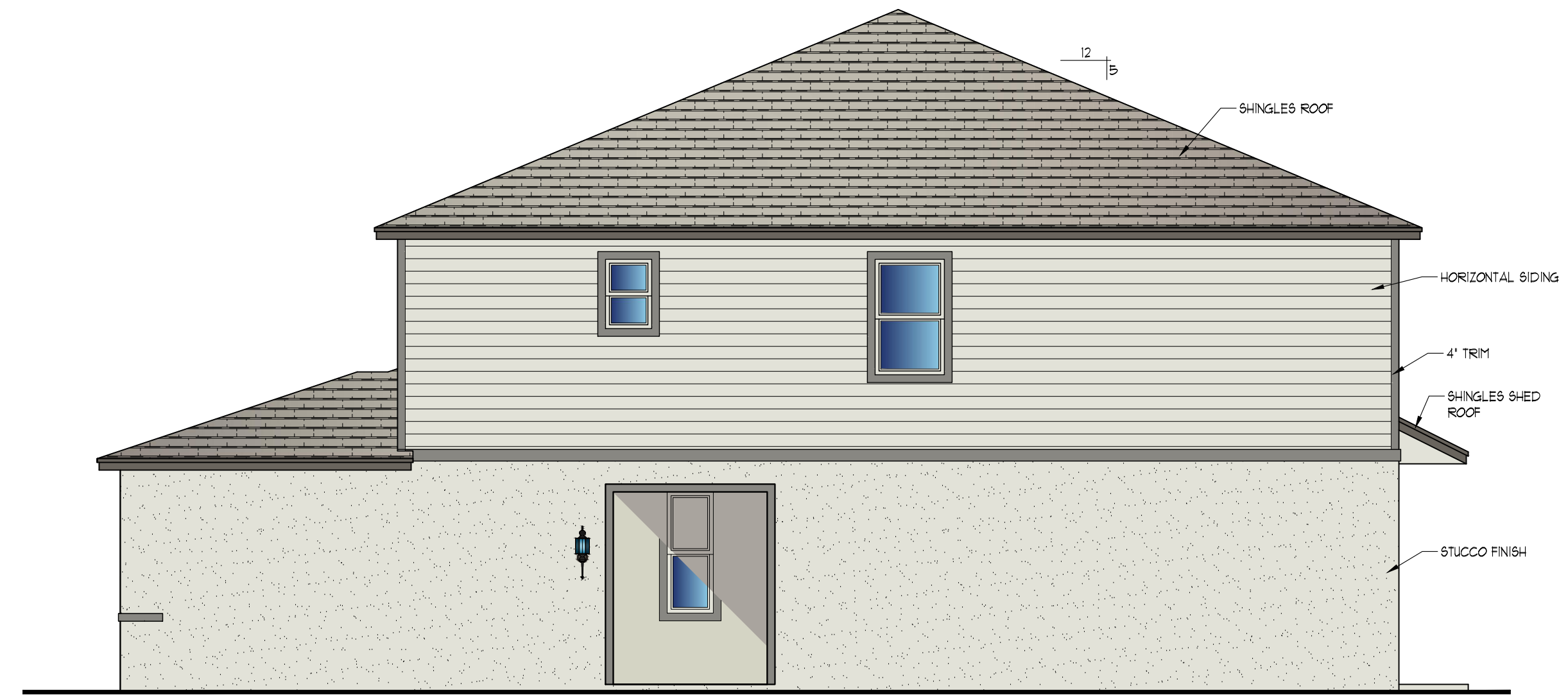
REVISION DESCRIPTION
NO. DATE



SPRING GARDEN
TOWNHOMES
DELAND, FL
1022 S. TAMiami TRAIL, OSPREY, FL

CONSTRUCTION
DETAILS

ISSUE: NOT FOR CONSTRUCTION	
DATE: 02/15/2023	
JOB NO.:	761391
DESIGN:	RSH
DRAWN:	RSH
CHECKED:	CSG
SHEET NO. C7.4	



SIDE ELEVATION
SCALE: 3/16" = 1'-0"
END UNIT



PARKING (LANDSCAPING EVERY 12 SPACES)

PARKING SPACES: 45
REQUIRED CANOPY TREES: 4
PROPOSED CANOPY TREES: 7

PARKING (1 CANOPY TREE EVERY 75 SF OF REQ. LANDSCAPE AREA):

PARKING SPACES: 45 (7 SF LANDSCAPE AREA REQUIRED PER SPACE)
 REQUIRED LANDSCAPE AREA: 315 SF
 PROVIDED LANDSCAPE AREA: 2,643 SF
 REQUIRED CANOPY TREES: 4
 PROPOSED CANOPY TREES: 7

BUFFERS

(EAST) NORTH SPRING GARDEN AVENUE (575 LF) (BUFFER STANDARD "C"):
 REQUIRED WIDTH: 25 FT
 PROPOSED WIDTH: 25 FT
 REQUIRED CANOPY TREES: 30 (5.2 CANOPY TREES PER 100 LF)
 PROPOSED CANOPY TREES: 30
 REQUIRED UNDERSTORY TREES: 13 (2.2 UNDERSTORY TREES PER 100 LF)
 PROPOSED UNDERSTORY TREES: 13 (11 TREES +2 PALMS)
 REQUIRED SHRUBS: 127 (22 SHRUBS PER 100 LF)
 PROPOSED SHRUBS: 127

(EAST) PUD ADJACENT TO COMMERCIAL (511 LF)(BUFFER STANDARD "C")
 REQUIRED WIDTH: 25 FT
 PROPOSED WIDTH: 25 FT
 REQUIRED CANOPY TREES: 27
 PROPOSED CANOPY TREES: 27 (19 TREE + 8 PALMS)
 REQUIRED UNDERSTORY TREES: 12
 PROPOSED UNDERSTORY TREES: 12 (4 TREE + 8 PALMS)
 REQUIRED SHRUBS: 113
 PROPOSED SHRUBS: 113

(WEST) PUD ADJACENT TO RESIDENTIAL MULTI-FAMILY(1,219 LF)(BUFFER STANDARD "C"):
 REQUIRED WIDTH: 25 FT
 PROPOSED WIDTH: 35-96 FT
 REQUIRED CANOPY TREES: 64
 PROPOSED CANOPY TREES: EXISTING TREES TO REMAIN
 REQUIRED UNDERSTORY TREES: 27
 PROPOSED UNDERSTORY TREES: EXISTING TREES TO REMAIN
 REQUIRED SHRUBS: 269
 PROPOSED SHRUBS: EXISTING SHRUBS TO REMAIN

(NORTH) PUD ADJACENT TO COMMERCIAL (560 LF/BUFFER STANDARD "C"):
 REQUIRED WIDTH: 25 FT
 PROPOSED WIDTH: 25 FT
 REQUIRED CANOPY TREES: 30
 PROPOSED CANOPY TREES: 30 (24 NEW TREES + 3 PALMS + EXISTING TREES)
 REQUIRED UNDERSTORY TREES: 13
 PROPOSED UNDERSTORY TREES: 13 (10 NEW TREES + 4 PALMS + EXISTING TREES)
 REQUIRED SHRUBS: 124
 PROPOSED SHRUBS: 124

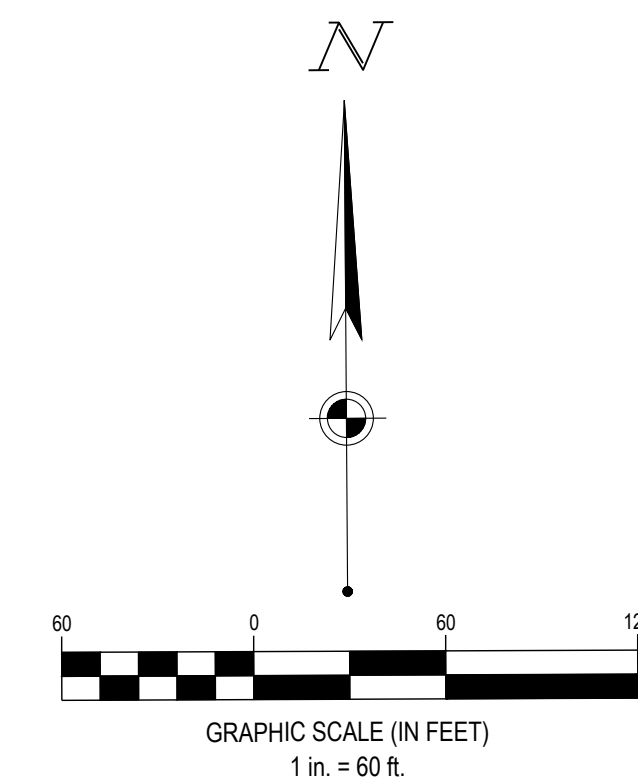
(SOUTH) PUD NORTH OF COMMERCIAL (200 LF)(BUFFER STANDARD "C")
 REQUIRED WIDTH: 25 FT
 PROPOSED WIDTH: 25 FT
 REQUIRED CANOPY TREES: 11
 PROPOSED CANOPY TREES: 11 (6 TREES + 5 PALMS)
 REQUIRED UNDERSTORY TREES: 5
 PROPOSED UNDERSTORY TREES: 5
 REQUIRED SHRUBS: 44
 PROPOSED SHRUBS: 44

(SOUTH) PUD SOUTH OF COMMERCIAL (200 LF)(BUFFER STANDARD "C")
 REQUIRED WIDTH: 25 FT
 PROPOSED WIDTH: 25 FT
 REQUIRED CANOPY TREES: 11
 PROPOSED CANOPY TREES: 11 (3 NEW TREES + EXISTING TREES)
 REQUIRED UNDERSTORY TREES: 5
 PROPOSED UNDERSTORY TREES: 5 (3 NEW PALMS + EXISTING TREES)
 REQUIRED SHRUBS: 44
 PROPOSED SHRUBS: 44 (25 NEW + EXISTING SHRUBS)

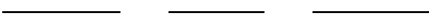
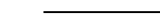
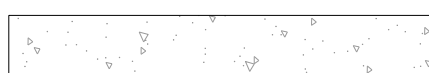
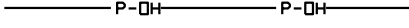
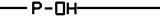
FRONT YARDS (TOWN HOMES UNDER INDIVIDUAL OWNERSHIP)
1 TREE FOR EACH LOT PLUS 1 TREE FOR EVERY 2,500 SF OF LOT AREA
90 LOTS
REQUIRED: 90 TREES
PROPOSED: 90 TREES (IN FRONT OF UNITS AND COMMON AREAS)
168,000 SF LOT AREA
REQUIRED: 68
PROPOSED: 68

TOTAL FRONT YARD REQUIRED: 158
TOTAL FRONT YARD PROPOSED: 158

PALMS (MAXIMUM 25% OF REQUIRED TREES)
414 REQUIRED TREES
MAXIMUM ALLOWED: 104 PALMS (25%)
PROPOSED: 104 PALMS (25%)

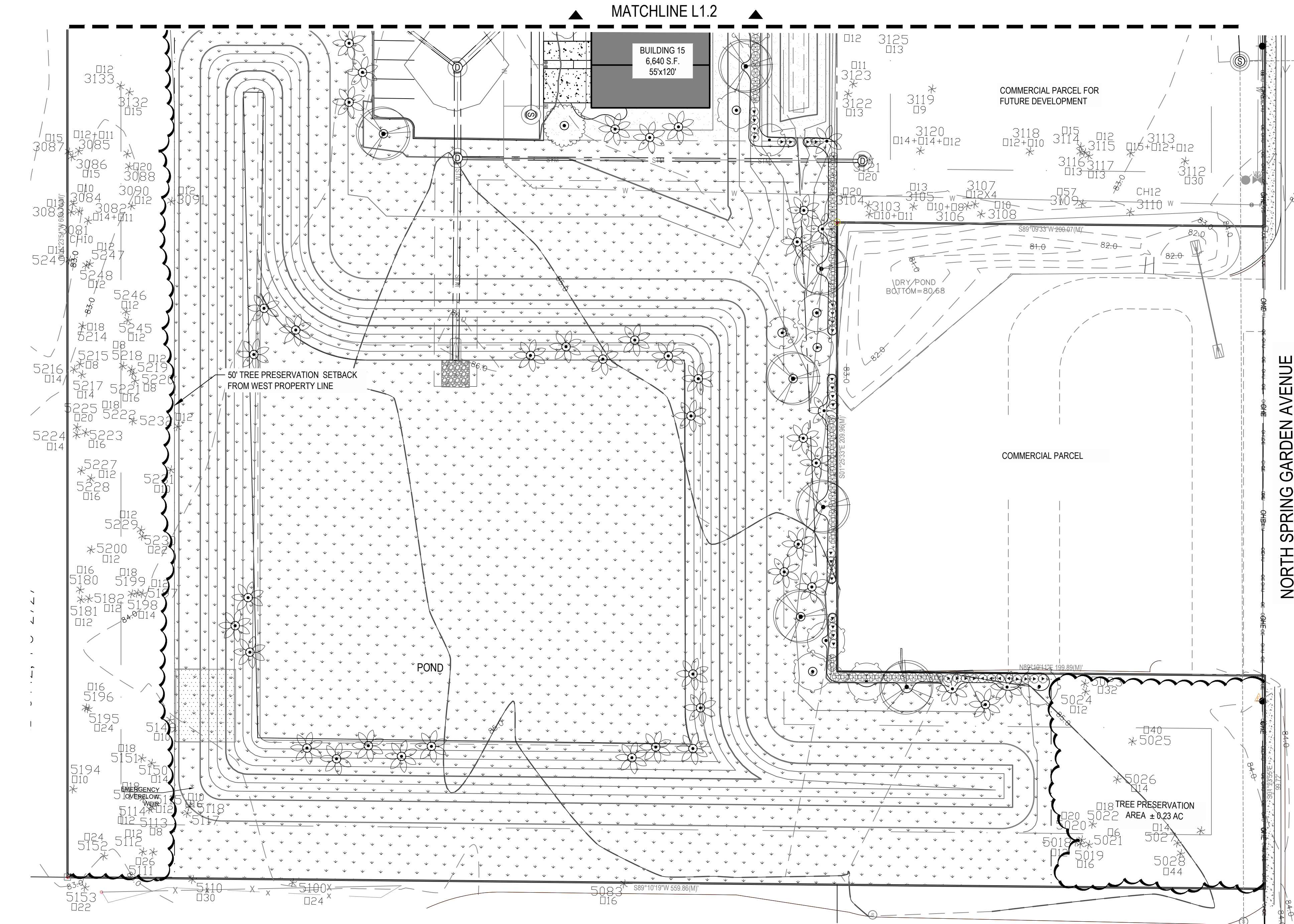


LEGEND

	R/W		RIGHT OF WAY LINE
			PARCEL LINE
			PROPERTY BOUNDARY LINE
			EASEMENT LINE
			
			PROPOSED CONCRETE SIDEWALK OR DECK
			EXISTING TREE CANOPY
			OVERHEAD POWER LINE
			POWER LINE
			STORM DRAIN
			SANITARY SEWER
			WATER LINE
			GAS LINE
			UNDERGROUND TELEPHONE LINE
			UNDERGROUND ELECTRIC LINE
			MAJOR EXISTING CONTOUR
			MINOR EXISTING CONTOUR
			MAJOR PROPOSED CONTOUR
			MINOR PROPOSED CONTOUR



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



LEGEND

- R/W

RIGHT OF WAY LINE
- PARCEL LINE

PARCEL LINE
- PROPERTY BOUNDARY LINE

PROPERTY BOUNDARY LINE
- EASEMENT LINE

EASEMENT LINE
- PROPOSED CONCRETE SIDEWALK OR DECK

PROPOSED CONCRETE SIDEWALK OR DECK
- EXISTING TREE CANOPY

EXISTING TREE CANOPY
- OVERHEAD POWER LINE

OVERHEAD POWER LINE
- POWER LINE

POWER LINE
- STORM DRAIN

STORM DRAIN
- SANITARY SEWER

SANITARY SEWER
- WATER LINE

WATER LINE
- GAS LINE

GAS LINE
- UNDERGROUND TELEPHONE LINE

UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE

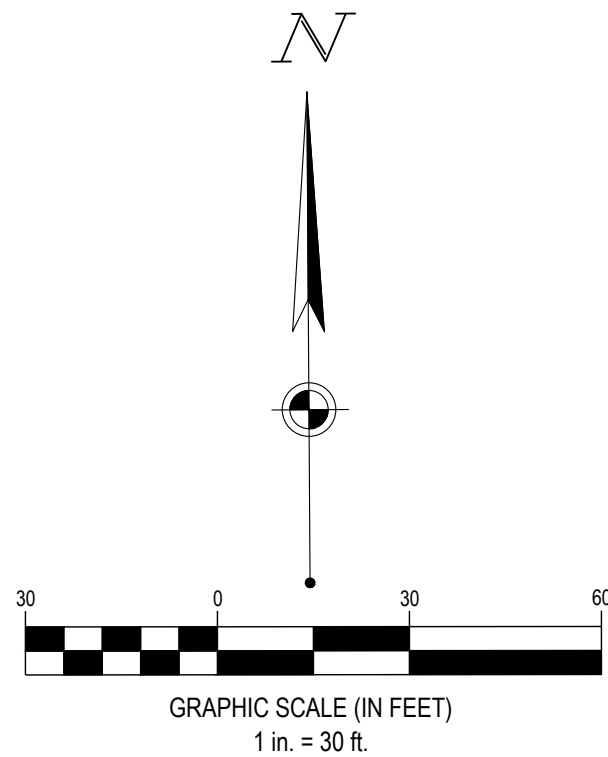
UNDERGROUND ELECTRIC LINE
- MAJOR EXISTING CONTOUR

MAJOR EXISTING CONTOUR
- MINOR EXISTING CONTOUR

MINOR EXISTING CONTOUR
- MAJOR PROPOSED CONTOUR

MAJOR PROPOSED CONTOUR
- MINOR PROPOSED CONTOUR

MINOR PROPOSED CONTOUR



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800) 432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.

PLANT SCHEDULE

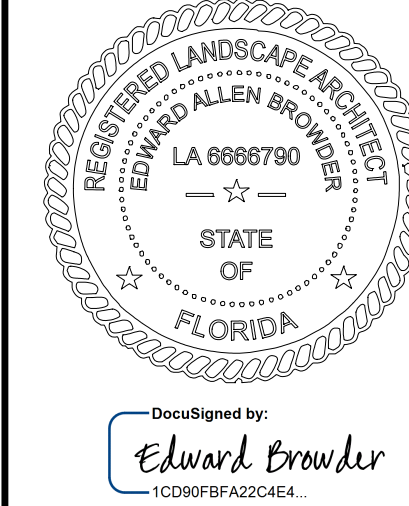
CANOPY TREE	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	4	ACER RUBRUM 'FLORIDA FLAME' FLORIDA FLAME RED MAPLE	65 GAL/ 3.5" CAL/ 2.5" DBH	9' HT / 5' SPR	AS SHOWN
	39	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	100 GAL/ 4" CAL/ 3" DBH	10' HT / 6' SPR	AS SHOWN
	51	TAXODIUM DISTICHUM BALD CYPRESS	100 GAL/ 3" CAL/ 2" DBH	10' HT / 3' SPR	AS SHOWN
	30	ULMUS PARVIFOLIA 'ALLEE' TM ALLEE LACEBARK ELM	65 GAL/ 4" CAL/ 3" DBH	9' HT / 5' SPR	AS SHOWN
UNDERSTORY TREES	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	9	ILEX X 'NELLIE R. STEVENS' NELLIE R. STEVENS HOLLY	45 GAL/ 3" CAL/ 2" DBH	8' HT / 3.5' SPR	8'-0" OC
	39	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE' MUSKOGEE CRAPE MYRTLE	65 GAL/ 3.5" CAL/ 2.5" DBH	8' HT / 4' SPR	AS SHOWN
	27	MAGNOLIA VIRGINIANA SWEETBAY MAGNOLIA	65 GAL/ 3.5" CAL/ 2.5" DBH	9' HT / 5' SPR	AS SHOWN
	104	SABAL PALMETTO CABBAGE PALMETTO	12" CAL MIN/ 4" DBH	14' CT	AS SHOWN
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	183	HAMELIA PATENS FIREBUSH	—	24" HT	4'-0" OC
	250	MYRICA CERIFERA WAX MYRTLE	—	24" HT	4'-0" OC
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	123,336 SF	PASPALUM NOTATUM BAHIA GRASS	SOD		
	171,373 SF	STENOTAPHRUM DIMIDIATUM ST. AUGUSTINE GRASS	SOD		
MULCH					
- ALL PLANT BEDS SHALL CONTAIN A 3" LAYER OF GROUND MELALEUCA MULCH - CONTRACTOR TO PLACE 4" DIAMETER MULCH RING AROUND ALL TREES IN LAWN - ALL ANNUAL BEDS SHALL CONTAIN A 2" MIN. LAYER OF SOIL CONDITIONER (FINELY SHREDDED HARDWOODS WITH ORGANICS) - MULCH SHOULD NOT BE PLACED ON TOP OF ROOT BALL OF NEWLY PLANTED TREES OR WITHIN 6" OF EXISTING TREES					
IRRIGATION					
THE CONTRACTOR SHALL DESIGN, SUPPLY, AND INSTALL IRRIGATION SYSTEM FOR ALL SODDED AND PLANTING AREAS AS SHOWN ON THIS SHEET. DESIGN SHALL MEET ALL APPLICABLE CODES AND BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION					
LANDSCAPE REQUIREMENTS					
PARKING (LANDSCAPING EVERY 12 SPACES):					
PARKING SPACES: 45 REQUIRED CANOPY TREES: 4 PROPOSED CANOPY TREES: 7					
PARKING (1 CANOPY TREE EVERY 75 SF OF REQ. LANDSCAPE AREA):					
PARKING SPACES: 45 (7 SF LANDSCAPE AREA REQUIRED PER SPACE) REQUIRED LANDSCAPE AREA: 315 SF PROVIDED LANDSCAPE AREA: 2,643 SF REQUIRED CANOPY TREES: 4 PROPOSED CANOPY TREES: 7					
BUFFERS					
(EAST) NORTH SPRING GARDEN AVENUE (575 LF) (BUFFER STANDARD "C"): REQUIRED WIDTH: 25 FT PROPOSED WIDTH: 25 FT REQUIRED CANOPY TREES: 30 (5.2 CANOPY TREES PER 100 LF) PROPOSED CANOPY TREES: 30 REQUIRED UNDERSTORY TREES: 13 (2.2 UNDERSTORY TREES PER 100 LF) PROPOSED UNDERSTORY TREES: 13 (11 TREES + 2 PALMS) REQUIRED SHRUBS: 127 (22 SHRUBS PER 100 LF) PROPOSED SHRUBS: 127					
(EAST) PUD ADJACENT TO COMMERCIAL (511 LF) (BUFFER STANDARD "C"): REQUIRED WIDTH: 25 FT PROPOSED WIDTH: 25 FT REQUIRED CANOPY TREES: 27 (19 TREE + 8 PALMS) REQUIRED UNDERSTORY TREES: 12 PROPOSED UNDERSTORY TREES: 12 (4 TREE + 8 PALMS) REQUIRED SHRUBS: 113 PROPOSED SHRUBS: 113					
(WEST) PUD ADJACENT TO RESIDENTIAL MULTI-FAMILY (1,219 LF) (BUFFER STANDARD "C"): REQUIRED WIDTH: 25 FT PROPOSED WIDTH: 35-96 FT REQUIRED CANOPY TREES: 64 PROPOSED CANOPY TREES: EXISTING TREES TO REMAIN REQUIRED UNDERSTORY TREES: 27 PROPOSED UNDERSTORY TREES: EXISTING TREES TO REMAIN REQUIRED SHRUBS: 269 PROPOSED SHRUBS: EXISTING SHRUBS TO REMAIN					
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REVISION DESCRIPTION

DATE

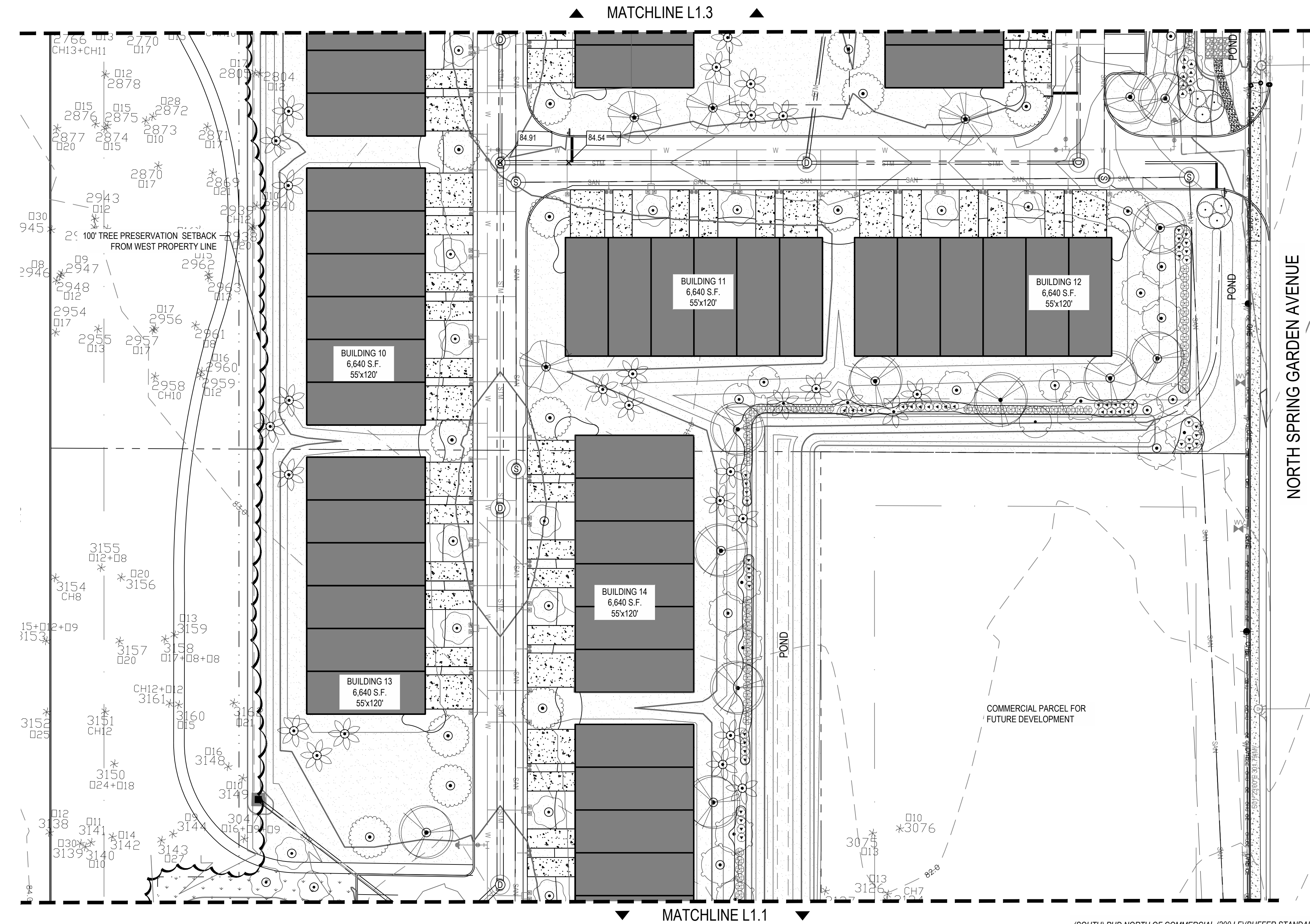
NO.



SPRING GARDEN
TOWNHOMES
DELAND, FL

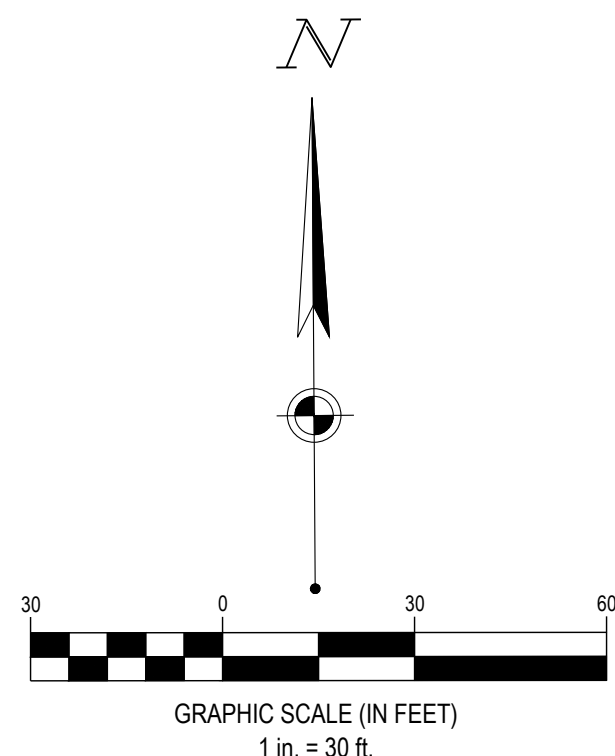
LANDSCAPE
PLAN

ISSUE: NOT FOR CONSTRUCTION	
DATE: 07/28/2023	
JOB NO.:	761391
DESIGN:	EAB
DRAWN:	HI / JR
CHECKED:	ADH
SHEET NO. L1.1	



LEGEND

— RW —	RIGHT OF WAY LINE
— — —	PARCEL LINE
— — — — —	PROPERTY BOUNDARY LINE
— — — — —	EASEMENT LINE
	PROPOSED CONCRETE SIDEWALK OR DECK
	EXISTING TREE CANOPY
— P-DH — P-DH —	OVERHEAD POWER LINE
— E —	POWER LINE
— STM —	STORM DRAIN
— SAN —	SANITARY SEWER
— W —	WATER LINE
— G —	GAS LINE
— UGT —	UNDERGROUND TELEPHONE LINE
— UGE —	UNDERGROUND ELECTRIC LINE
— — — — — 100' — — — — —	MAJOR EXISTING CONTOUR
— — — — — 102' — — — — —	MINOR EXISTING CONTOUR
	MAJOR PROPOSED CONTOUR
	MINOR PROPOSED CONTOUR



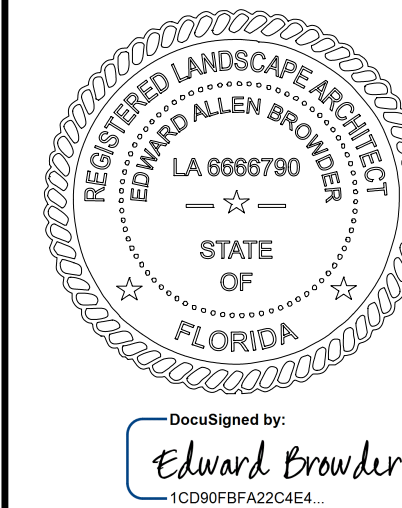
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PLANT SCHEDULE

CANOPY TREE	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
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	51	TAXODIUM DISTICHUM BALD CYPRESS	100 GAL/ 3" CAL/ 2" DBH	10' HT / 3' SPR	AS SHOWN
	30	ULMUS PARVIFOLIA 'ALLEE' TM ALLEE LACEBARK ELM	65 GAL/ 4" CAL/ 3" DBH	9' HT / 5' SPR	AS SHOWN
UNDERSTORY TREES	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	9	ILEX X 'NELLIE R. STEVENS' NELLIE R. STEVENS HOLLY	45 GAL/ 3" CAL/ 2" DBH	8' HT / 3.5' SPR	8'-0" OC
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	27	MAGNOLIA VIRGINIANA SWEETBAY MAGNOLIA	65 GAL/ 3.5" CAL/ 2.5" DBH	9' HT / 5' SPR	AS SHOWN
	104	SABAL PALMETTO CABBAGE PALMETTO	12" CAL MIN/ 4" DBH	14' CT	AS SHOWN
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
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	250	MYRICA CERIFERA WAX MYRTLE	---	24" HT	4'-0" OC
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PARKING SPACES: 45 (7 SF LANDSCAPE AREA REQUIRED PER SPACE) REQUIRED LANDSCAPE AREA: 315 SF PROVIDED LANDSCAPE AREA: 2,643 SF REQUIRED CANOPY TREES: 4 PROPOSED CANOPY TREES: 7					
BUFFERS					
(EAST) NORTH SPRING GARDEN AVENUE (575 LF)(BUFFER STANDARD "C"): REQUIRED WIDTH: 25 FT PROPOSED WIDTH: 25 FT REQUIRED CANOPY TREES: 30 (5.2 CANOPY TREES PER 100 LF) PROPOSED CANOPY TREES: 30 REQUIRED UNDERSTORY TREES: 13 (2.2 UNDERSTORY TREES PER 100 LF) PROPOSED UNDERSTORY TREES: 13 (11 TREES + 2 PALMS) REQUIRED SHRUBS: 127 (22 SHRUBS PER 100 LF) PROPOSED SHRUBS: 127					
(EAST) PUD ADJACENT TO COMMERCIAL (511 LF)(BUFFER STANDARD "C"): REQUIRED WIDTH: 25 FT PROPOSED WIDTH: 25 FT REQUIRED CANOPY TREES: 27 PROPOSED CANOPY TREES: 27 (19 TREE + 8 PALMS) REQUIRED UNDERSTORY TREES: 12 PROPOSED UNDERSTORY TREES: 12 (4 TREE + 8 PALMS) REQUIRED SHRUBS: 113 PROPOSED SHRUBS: 113					
(WEST) PUD ADJACENT TO RESIDENTIAL MULTI-FAMILY (1,219 LF)(BUFFER STANDARD "C"): REQUIRED WIDTH: 25 FT PROPOSED WIDTH: 35-96 FT REQUIRED CANOPY TREES: 64 PROPOSED CANOPY TREES: EXISTING TREES TO REMAIN REQUIRED UNDERSTORY TREES: 27 PROPOSED UNDERSTORY TREES: EXISTING TREES TO REMAIN REQUIRED SHRUBS: 269 PROPOSED SHRUBS: EXISTING SHRUBS TO REMAIN					
(NORTH) PUD ADJACENT TO COMMERCIAL (560 LF)(BUFFER STANDARD "C"): REQUIRED WIDTH: 25 FT PROPOSED WIDTH: 25 FT REQUIRED CANOPY TREES: 30 PROPOSED CANOPY TREES: 30 (24 NEW TREES + 3 PALMS + EXISTING TREES) REQUIRED UNDERSTORY TREES: 13 PROPOSED UNDERSTORY TREES: 13 (10 NEW TREES + 4 PALMS + EXISTING TREES) REQUIRED SHRUBS: 124 PROPOSED SHRUBS: 124					



REVISION DESCRIPTION
NO. DATE



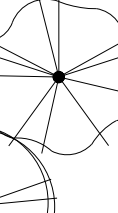
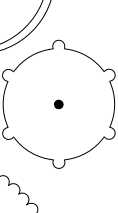
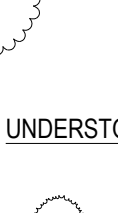
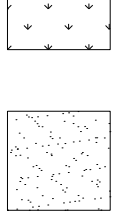
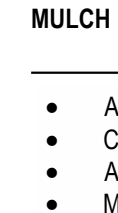
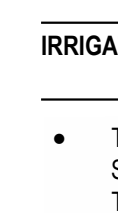
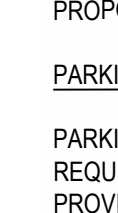
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

LANDSCAPE
PLAN

ISSUE: NOT FOR CONSTRUCTION	
DATE: 06/16/2023	
JOB NO.:	761391
DESIGN:	EAB
DRAWN:	HI / JR
CHECKED:	ADH
SHEET NO. L1.2	

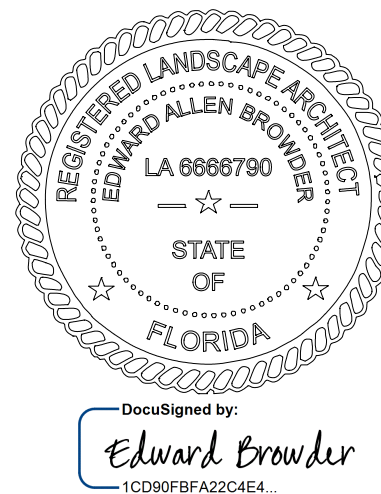


CANOPY TREE	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	4	ACER RUBRUM 'FLORIDA FLAME' FLORIDA FLAME RED MAPLE	65 GAL/ 3.5" CAL/ 2.5" DBH	9' HT / 5' SPR	AS SHOWN
	39	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	100 GAL/ 4" CAL/ 3" DBH	10' HT / 6' SPR	AS SHOWN
	51	TAXODIUM DISTICHUM BALD CYPRESS	100 GAL/ 3" CAL/ 2" DBH	10' HT / 3' SPR	AS SHOWN
	30	ULMUS PARVIFOLIA 'ALLEE' TM ALLEE LACEBARK ELM	65 GAL/ 4" CAL/ 3" DBH	9' HT / 5' SPR	AS SHOWN
UNDERSTORY TREES	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	9	ILEX X 'NELLIE R. STEVENS' NELLIE R. STEVENS HOLLY	45 GAL/ 3" CAL/ 2" DBH	8' HT / 3.5' SPR	8'-0" OC
	39	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE' MUSKOGEE CRAPE MYRTLE	65 GAL/ 3.5" CAL/ 2.5" DBH	8' HT / 4' SPR	AS SHOWN
	27	MAGNOLIA VIRGINIANA SWEETBAY MAGNOLIA	65 GAL/ 3.5" CAL/ 2.5" DBH	9' HT / 5' SPR	AS SHOWN
	104	SABAL PALMETTO CABBAGE PALMETTO	12" CAL MIN/ 4" DBH	14' CT	AS SHOWN
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	183	HAMELIA PATENS FIREBUSH	---	24" HT	4'-0" OC
	250	MYRICA CERIFERA WAX MYRTLE	---	24" HT	4'-0" OC
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	123,336 SF	PASPALUM NOTATUM BAHIA GRASS	SOD		
	171,373 SF	STENOTAPHRUM DIMIDIATUM ST. AUGUSTINE GRASS	SOD		
MULCH					
- ALL PLANT BEDS SHALL CONTAIN A 3" LAYER OF GROUND MELALEUCA MULCH - CONTRACTOR TO PLACE 4" DIAMETER MULCH RING AROUND ALL TREES IN LAWN - ALL ANNUAL BEDS SHALL CONTAIN A 2" MIN. LAYER OF SOIL CONDITIONER (FINELY SHREDDED HARDWOODS WITH ORGANICS) - MULCH SHOULD NOT BE PLACED ON TOP OF ROOT BALL OF NEWLY PLANTED TREES OR WITHIN 6" OF EXISTING TREES					
IRRIGATION					
THE CONTRACTOR SHALL DESIGN, SUPPLY, AND INSTALL IRRIGATION SYSTEM FOR ALL SODDED AND PLANTING AREAS AS SHOWN ON THIS SHEET. DESIGN SHALL MEET ALL APPLICABLE CODES AND BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION					
LANDSCAPE REQUIREMENTS					
PARKING (LANDSCAPING EVERY 12 SPACES):					
PARKING SPACES: 45 REQUIRED CANOPY TREES: 4 PROPOSED CANOPY TREES: 7					
PARKING (1 CANOPY TREE EVERY 75 SF OF REQ. LANDSCAPE AREA):					
PARKING SPACES: 45 (7 SF LANDSCAPE AREA REQUIRED PER SPACE) REQUIRED LANDSCAPE AREA: 315 SF PROVIDED LANDSCAPE AREA: 2,643 SF REQUIRED CANOPY TREES: 4 PROPOSED CANOPY TREES: 7					
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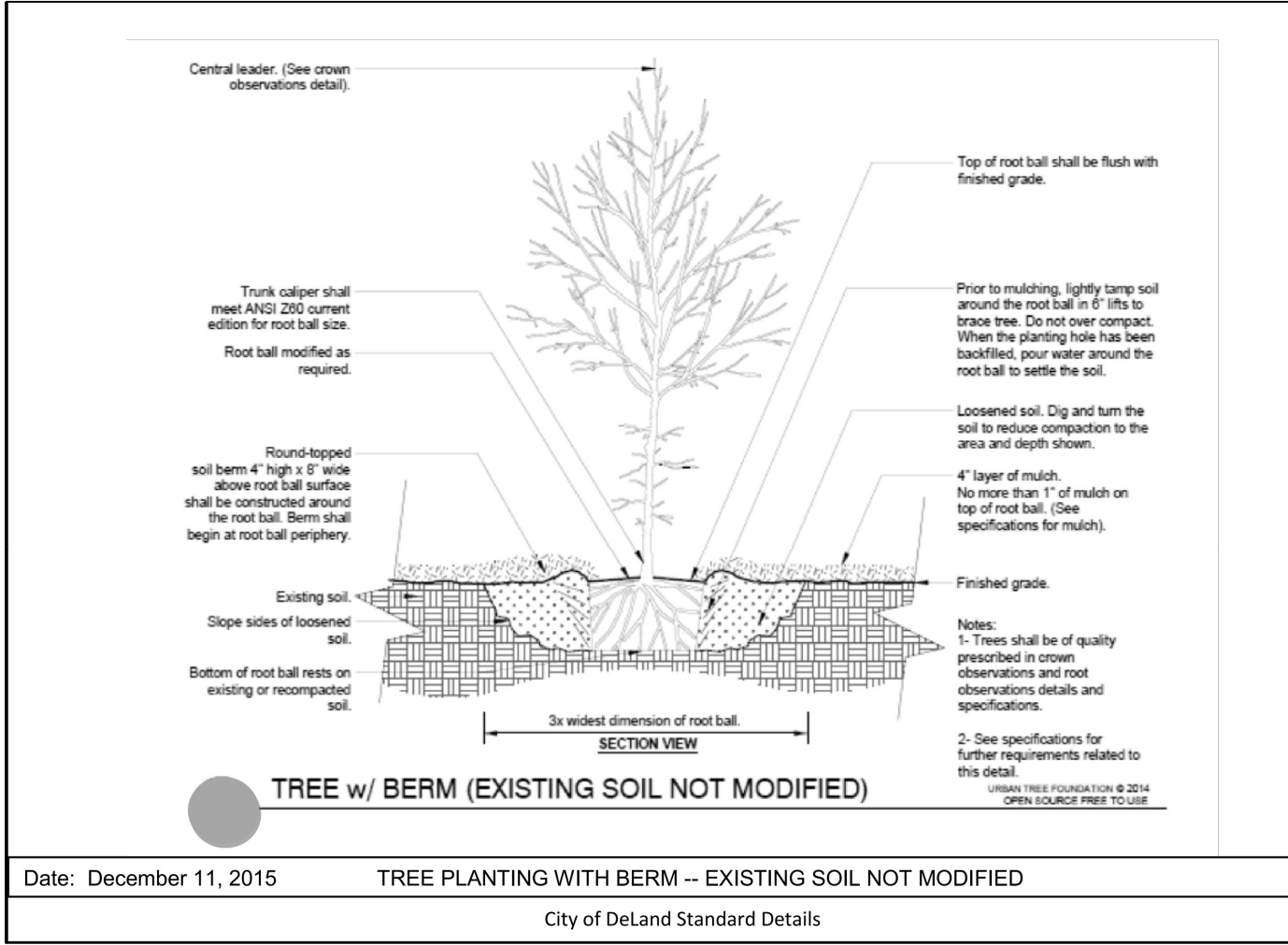
SPRING GARDEN
TOWNHOMES
DELAND, FL

LANDSCAPE PLAN

ISSUE:	
NOT FOR CONSTRUCTION	
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06/16/2023	
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DRAWN:	HI / J
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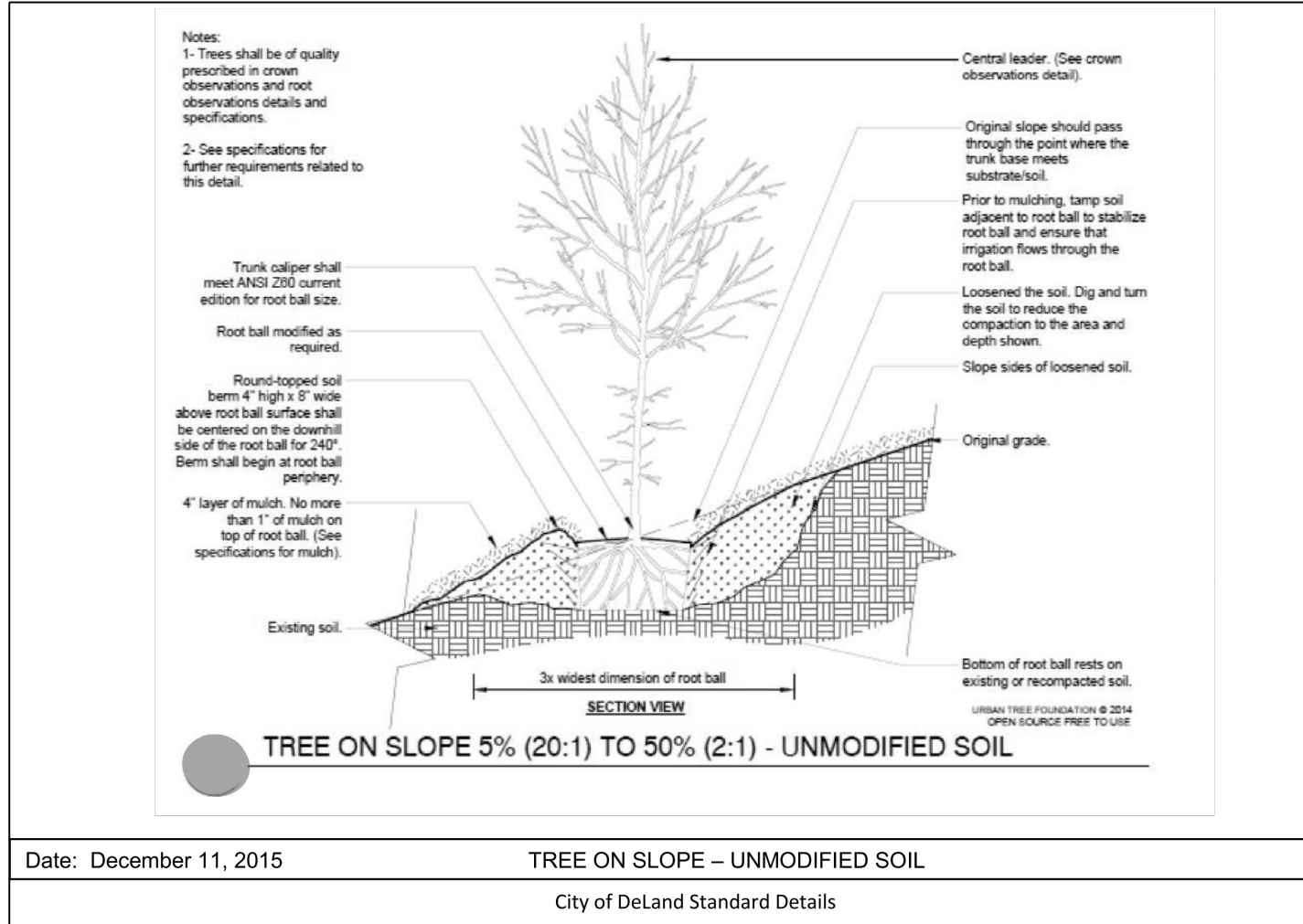
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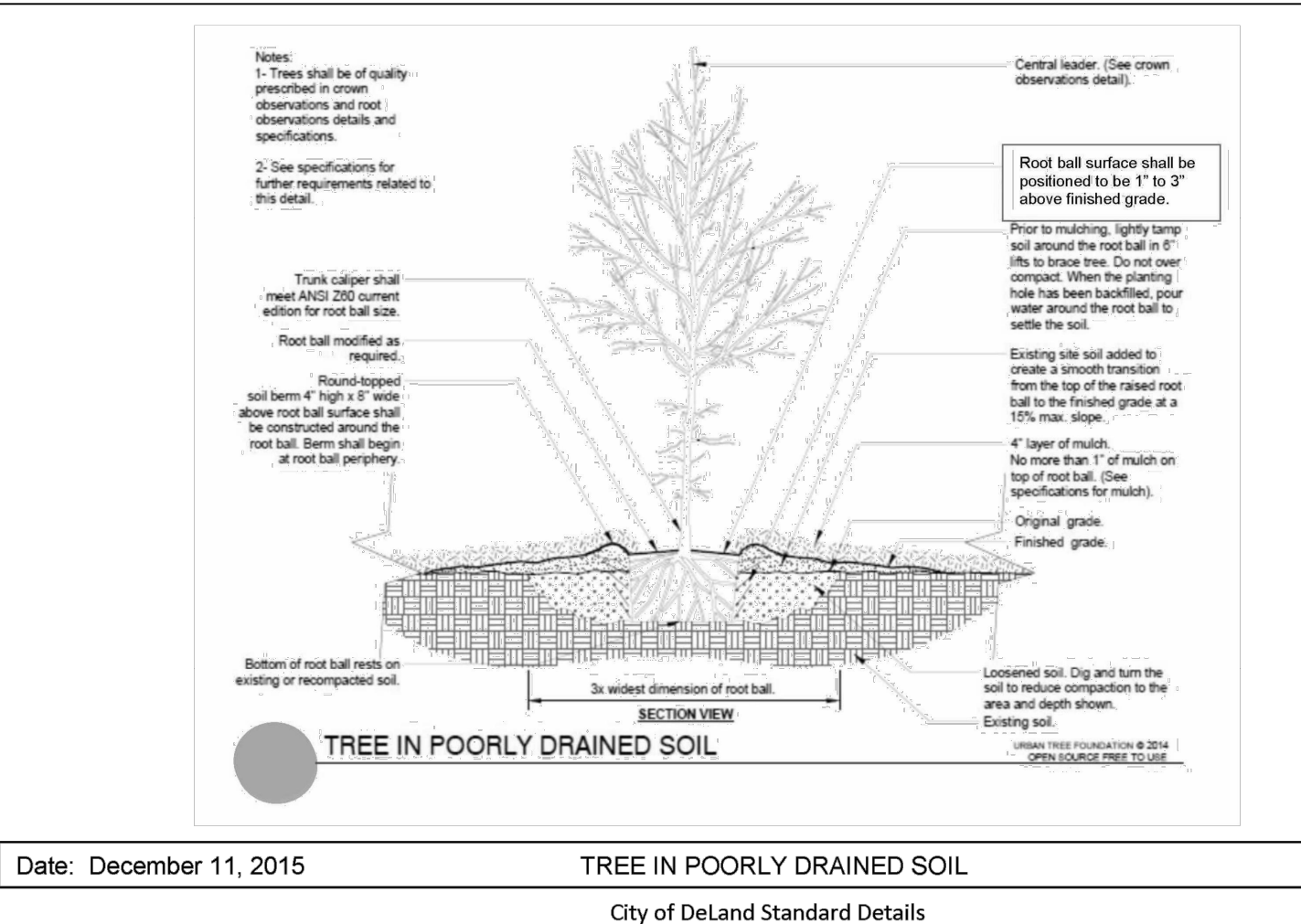
1 TREE PLANTING WITH BERM

N.T.S.



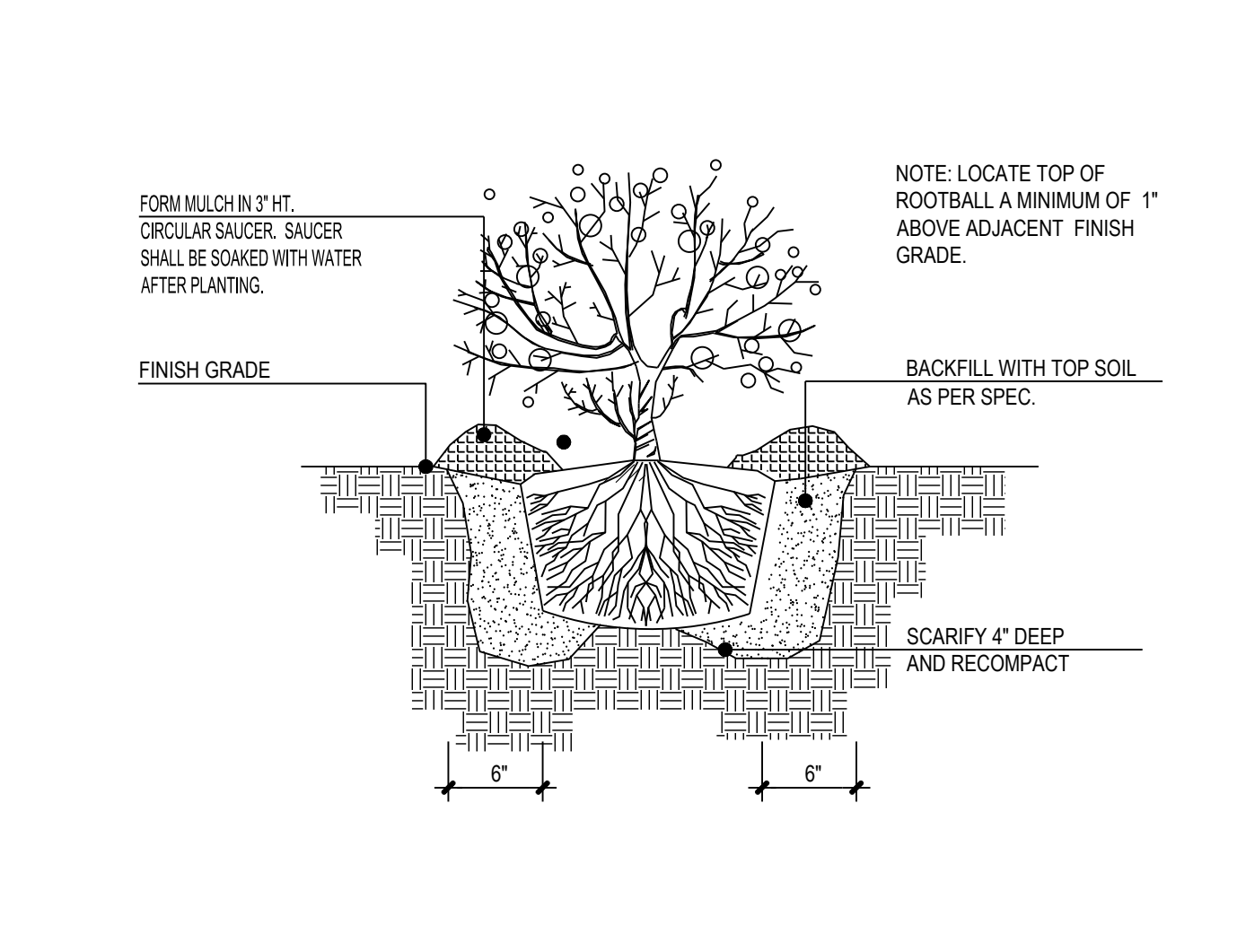
2 TREE ON SLOPE

N.T.S.



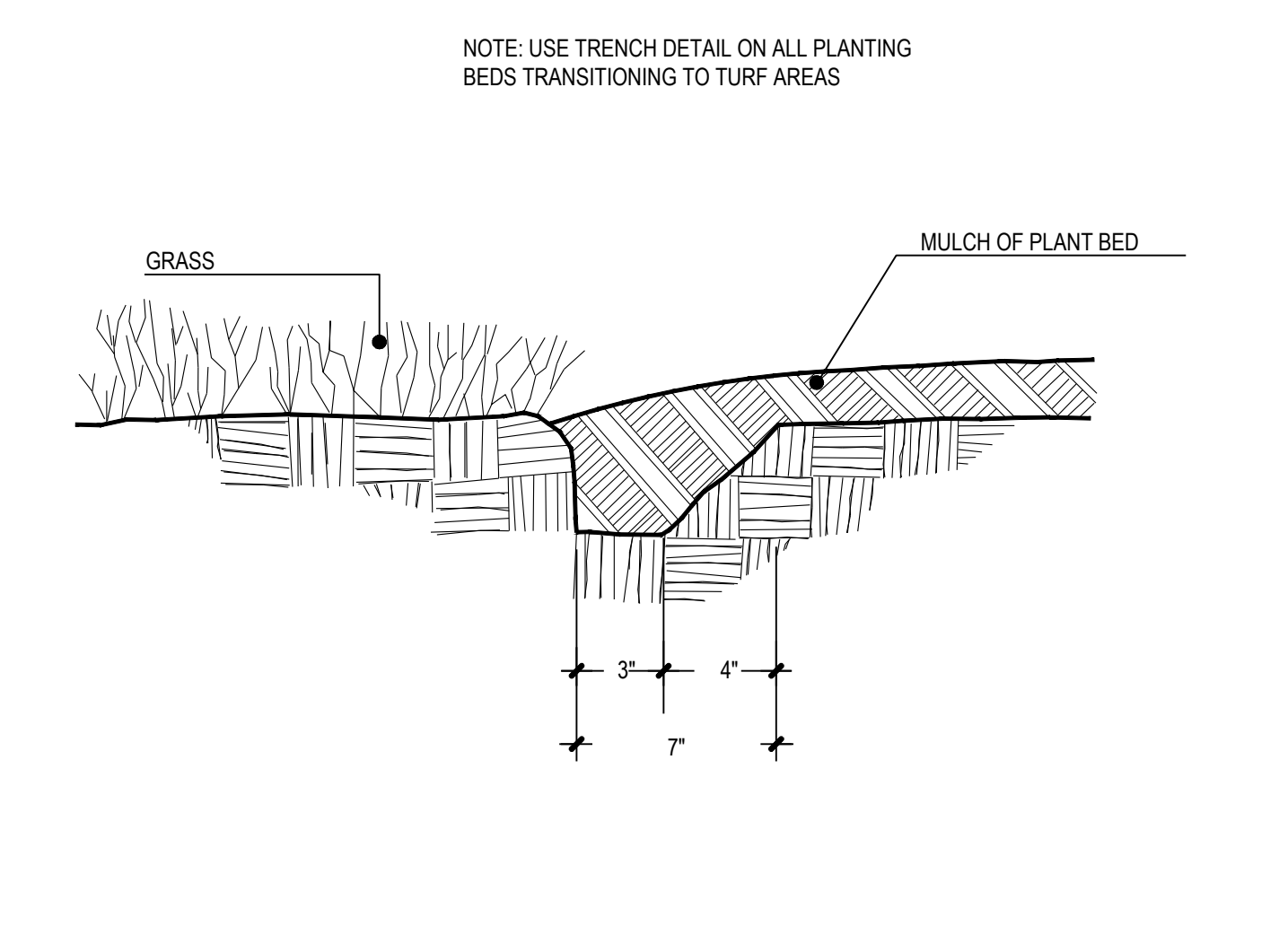
3 TREE IN PROPERLY DRAINED SOIL

N.T.S.



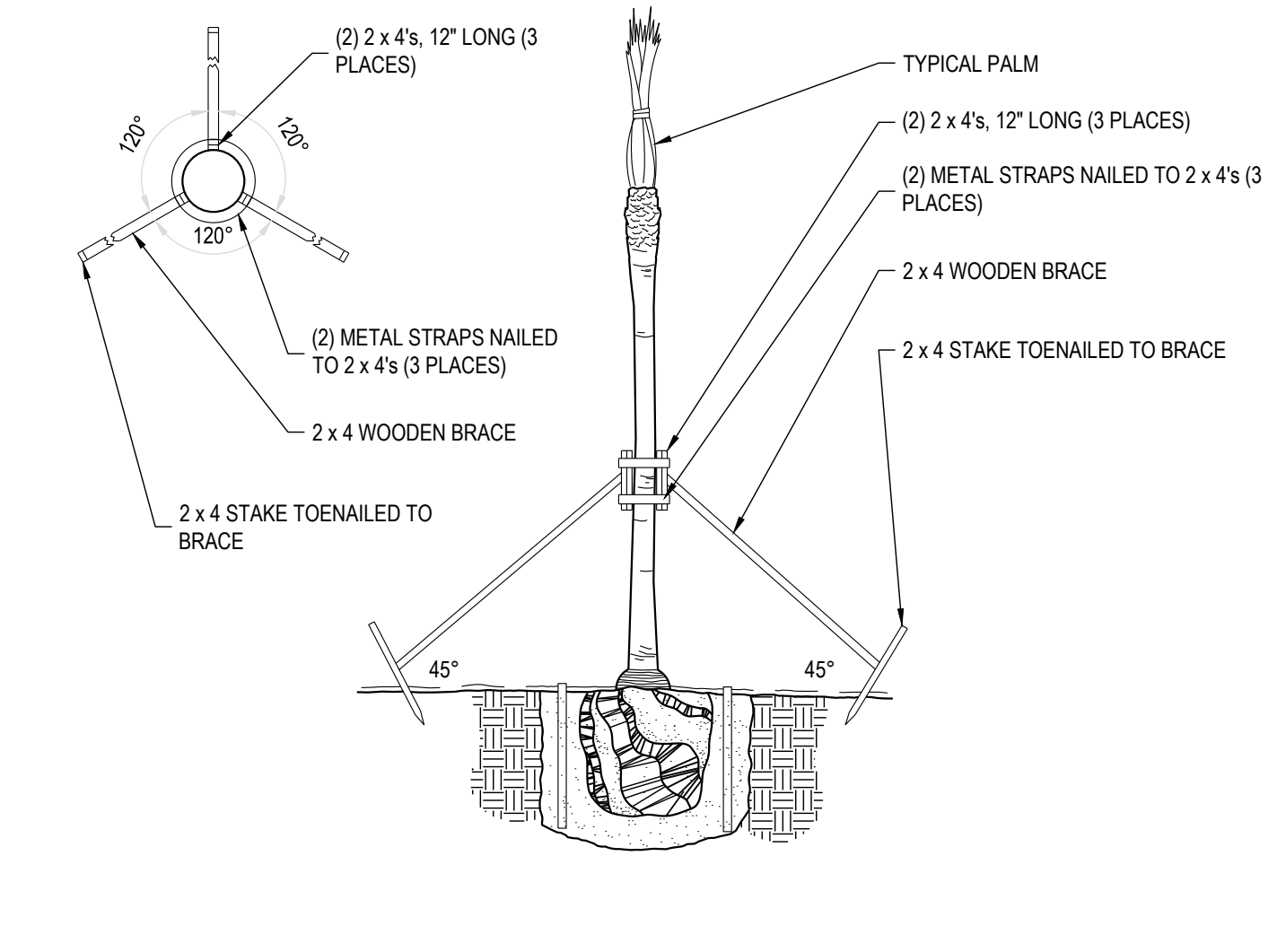
4 EVERGREEN / DECIDUOUS SHRUB

N.T.S.



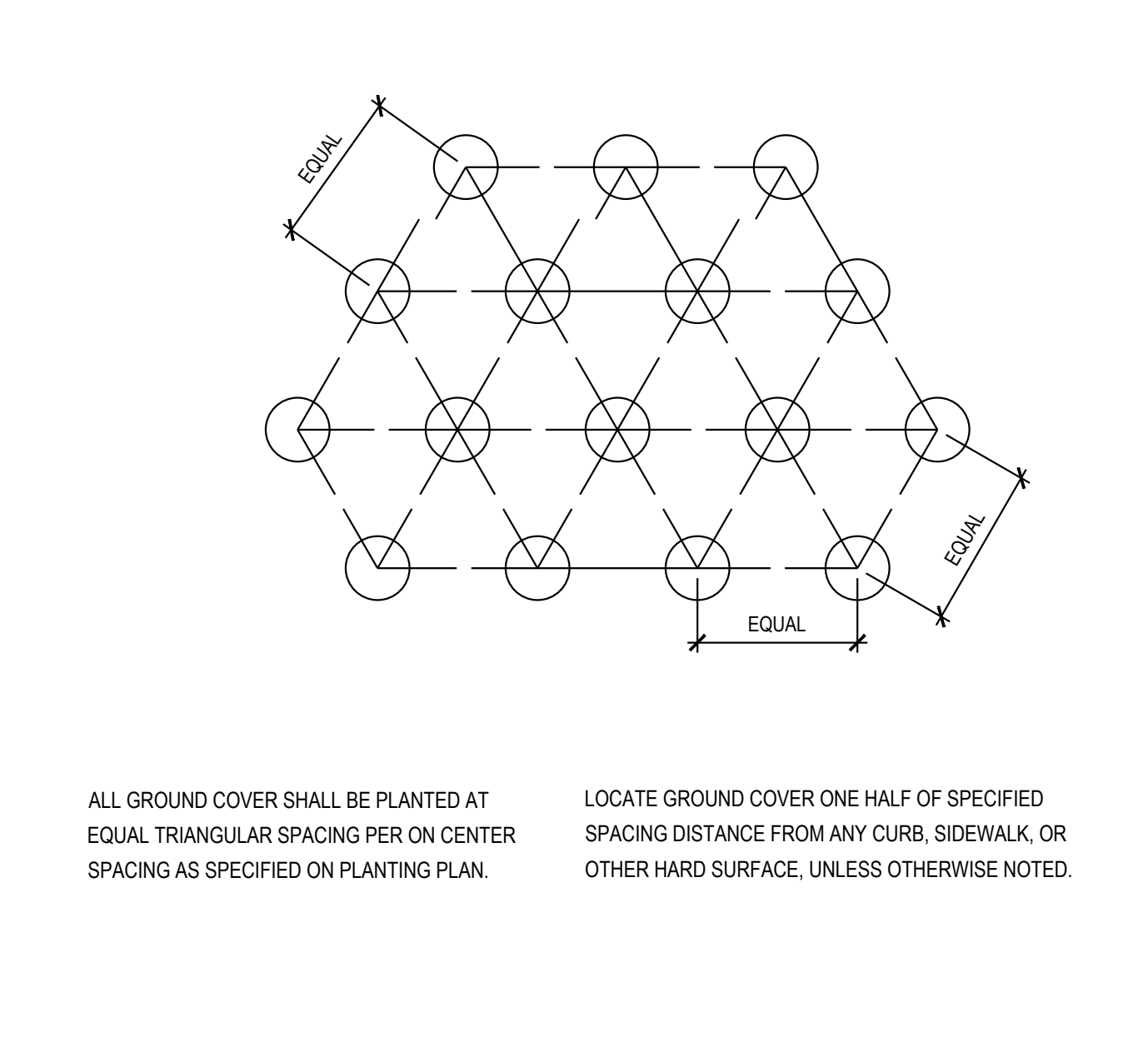
5 TRENCH EDGING

N.T.S.



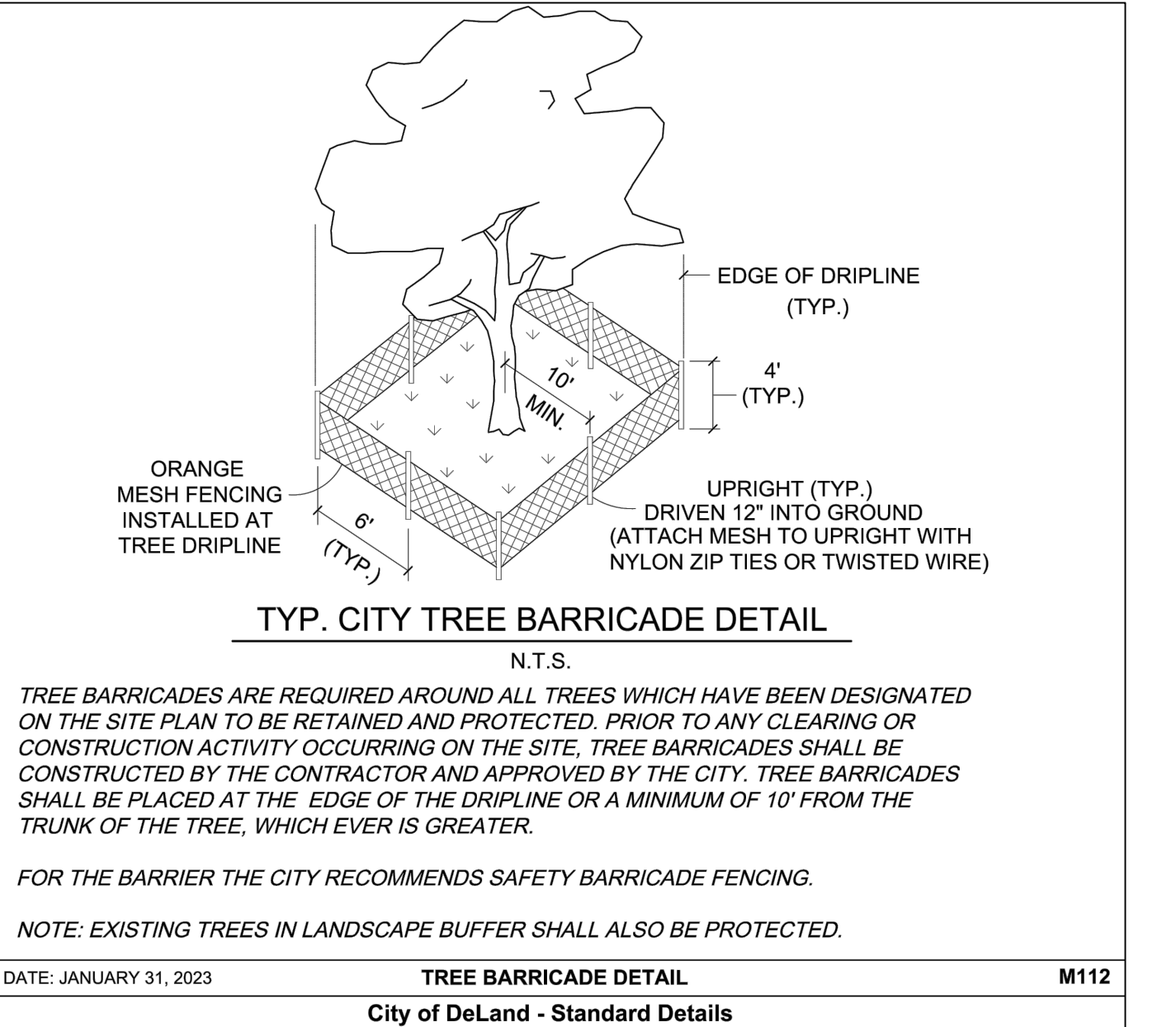
6 TYPICAL PALM STAKING

N.T.S.



7 GROUND COVER SPACING

N.T.S.



8 TYP. TREE PROTECTION

N.T.S.

GENERAL NOTES: LANDSCAPE PLAN

- CONTRACTOR TO VERIFY WITH OWNER AND UTILITY COMPANIES THE LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. TO DETERMINE IN THE FIELD THE ACTUAL LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL CALL UTILITY LOCATE SERVICE 72 HOURS PRIOR TO CONSTRUCTION.
- SITE CONDITIONS BASED UPON SURVEY PROVIDED BY OWNER. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED INSPECTION PRIOR TO SUBMITTING BID AND BEGINNING CONSTRUCTION.
- REFER TO SITE CIVIL DRAWINGS FOR ADDITIONAL REQUIREMENTS AND COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWING AS NEEDED.
- REESTABLISH EXISTING TURF IN AREAS DISTURBED BY GRADING OR UTILITY TRENCHING, INCLUDING AREAS IN RIGHT-OF-WAY, TO MATCH EXISTING SPECIES.
- CONTRACTOR SHALL EXAMINE FINISH SURFACE, GRADES, TOPSOIL QUALITY AND DEPTH. DO NOT START ANY WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. VERIFY LIMITS OF WORK BEFORE STARTING.
- CONTRACTOR TO REPORT ALL DAMAGES TO EXISTING CONDITIONS AND INCONSISTENCIES WITH PLANS TO LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN ALL LANDSCAPE BEDS AND ALL LAWN AREAS.
- CONTRACTOR TO FINE GRADE AND ROCK-HOUND ALL TURF AREAS PRIOR TO SEEDING, TO PROVIDE A SMOOTH AND CONTINUOUS SURFACE, FREE OF IRREGULARITIES (BUMPS OR DEPRESSIONS) & EXTRANEUS MATERIAL OR DEBRIS.
- REMOVE EXISTING WEEDS FROM PROJECT SITE PRIOR TO THE ADDITION OF ORGANIC AMENDMENTS AND FERTILIZER. APPLY AMENDMENTS AND FERTILIZER AS NEEDED.
- QUANTITIES SHOWN ARE INTENDED TO ASSIST CONTRACTOR IN EVALUATING THEIR OWN TAKE OFFS AND ARE NOT GUARANTEED AS ACCURATE REPRESENTATIONS OF REQUIRED MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS BID QUANTITIES AS REQUIRED BY THE PLANS AND SPECIFICATIONS. IF THERE IS A DISCREPANCY BETWEEN THE NUMBER LABELED ON THE PLANT LEGEND AND THE QUANTITY OF GRAPHIC SYMBOLS SHOWN, THE GREATER QUANTITY SHALL GOVERN.
- COORDINATE LANDSCAPE INSTALLATION WITH INSTALLATION OF UNDERGROUND SPRINKLER AND DRAINAGE SYSTEMS.
- ALL PLANTS SHALL BE FLORIDA #1 OR BETTER. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH. THEY SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. THEY SHALL BE FREE OF DISEASE AND INSECT PESTS, EGGS OR LARVAE. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS.
- ALL PLANTS, UNLESS OTHERWISE SPECIFIED, SHALL BE NURSERY GROWN STOCK, AND SHALL COMPLY WITH ALL REQUIRED INSPECTIONS, GRADING STANDARDS, PLANT REGULATIONS AND REQUIREMENTS FOR MEASUREMENT, BRANCHING AND CULTURAL PRACTICES, AS SET FORTH IN THE FLORIDA DEPARTMENT OF AGRICULTURE 'GRADES AND STANDARDS FOR NURSERY PLANTS', (LATEST EDITION), INCLUDING REVISIONS AS DETERMINED BY THE STATE PLANT BOARD OF FLORIDA.
- ONCE PROJECT IS AWARDED, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ALL PLANT MATERIAL IN THE SIZE SPECIFIED ON PLAN PRIOR TO INSTALLATION. IN THE EVENT THE PLANT MATERIAL IS NOT AVAILABLE IN THE SIZE SPECIFIED, THE CONTRACTOR SHALL INSTALL LARGER AT NO COST TO OWNER.
- THE LANDSCAPE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FOR ALL PLANT MATERIAL SUBSTITUTIONS FROM THE LANDSCAPE ARCHITECT AND CITY FORESTER PRIOR TO INSTALLATION. PLANT SUBSTITUTIONS WITHOUT PRIOR WRITTEN APPROVAL THAT DO NOT COMPLY WITH THE DRAWINGS AND SPECIFICATIONS MAY BE REJECTED BY THE LANDSCAPE ARCHITECT AND REPLACED BY CONTRACTOR AT NO COST TO THE OWNER.
- PRIOR TO MOBILIZATION THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT, IN WRITING, IF HE/SHE BELIEVES ANY OF THE PLANT MATERIAL IDENTIFIED ON THE PLAN MAY NOT BE SUITABLE FOR THE SITE OR MAY DIE. SUBSTITUTION REQUESTS WILL BE GRANTED BY THE LANDSCAPE ARCHITECT PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. IF NOTIFICATION IS NOT GIVEN TO THE LANDSCAPE ARCHITECT ALL PLANTING WHICH FAILS TO GROW (EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE AS DETERMINED BY THE OWNER, NEGLIGENCE, OR VANDALISM) SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- WHERE PROPOSED TREE LOCATIONS OCCUR UNDER EXISTING OVERHEAD UTILITIES OR CROWD EXISTING TREES, NOTIFY LANDSCAPE ARCHITECT TO ADJUST TREE LOCATIONS.
- ALL PLANT MASSES TO BE TOP DRESSED WITH MULCH AS SPECIFIED IN PLANT SCHEDULE, SPREAD UNIFORMLY IN DEPTH OVER THE PLANTING BEDS AS DELINEATED ON THE PLANS UNLESS OTHERWISE NOTED.
- BED EDGE TO BE NO LESS THAN 12" AND NO MORE THAN 18" FROM OUTER EDGE OF PLANT MATERIAL BRANCHING. WHERE GROUND-COVER OCCURS, PLANT TO LIMITS OF AREA AS SHOWN.
- ALL PLANTS SHALL BE GUARANTEED FOR 1 YEAR AFTER SUBSTANTIAL COMPLETION OCCURS AND FINAL ACCEPTANCE BY OWNER.
- LANDSCAPE MAINTENANCE PERIOD BEGINS IMMEDIATELY AFTER THE COMPLETION OF ALL PLANTING OPERATIONS AND WRITTEN ACCEPTANCE FROM THE OWNER AND LANDSCAPE ARCHITECT. MAINTAIN TREES, SHRUBS, LAWNS, AND OTHER PLANTS AS PER THE PROJECT MANUAL AND/OR WRITTEN SPECIFICATIONS, IF APPLICABLE. LANDSCAPE MAINTENANCE IS THE LANDSCAPING CONTRACTORS RESPONSIBILITY UNTIL FINAL ACCEPTANCE BY THE OWNER.
- ALL LANDSCAPE MAINTENANCE SHALL BE IN ACCORDANCE WITH LOCAL GOVERNING STANDARDS.
- REFER TO PROJECT MANUAL OR WRITTEN SPECIFICATIONS, IF AVAILABLE, FOR ADDITIONAL REQUIREMENTS.

SOIL PLANTING MIXTURE (MIX ONSITE)

- THE LANDSCAPE CONTRACTOR SHALL FURNISH FROM THEIR SOURCE A GOOD CLEAN, NATIVE SOIL WHICH SHALL MEET THE APPROVAL OF THE OWNER'S REPRESENTATIVE. THIS SOIL SHALL BE USED FOR THE PLANTING MIXTURE AS FOLLOWS:
 - ONE PART COMPOST/MANURE PLANTING MIX, TOPSOIL OR APPROVED EQUAL
 - ONE PART NATIVE SOIL
- SOILS WITHIN PLANTING AREAS MUST BE SUITABLE FOR PROPOSED PLANTED MATERIAL & SOD WITH REGARD TO: pH, SOIL TEXTURE, SOIL STRUCTURE, AND SEASONAL HIGH WATER TABLE. THE CONTRACTOR SHALL ANALYZE EXISTING SOILS LOCATED IN PROXIMITY TO PROPOSED PLANT MATERIAL AND BE RESPONSIBLE TO AMEND THE SOIL TO OBTAIN ESSENTIAL REQUIREMENTS NECESSARY FOR THE ESTABLISHMENT AND GROWTH OF PLANT LIFE. LANDSCAPE CONTRACTOR TO PROVIDE SOILS REPORT AND APPROPRIATE RECOMMENDATIONS PRIOR TO INSTALLATION TO OWNER'S REPRESENTATIVE FOR REVIEW. FAILURE TO PROVIDE REPORT MAY RESULT IN PLANT MATERIAL BEING REJECTED BY OWNER'S REPRESENTATIVE AND REPLACED AT NO COST TO OWNER.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IN WRITING PRIOR TO PLANTING, WHEN CONDITIONS DETRIMENTAL TO PLANT GROWTH ARE ENCOUNTERED, SUCH AS RUBBLE FILL, POOR PLANTING SOIL, ADVERSE DRAINAGE CONDITIONS, OR OBSTRUCTIONS.



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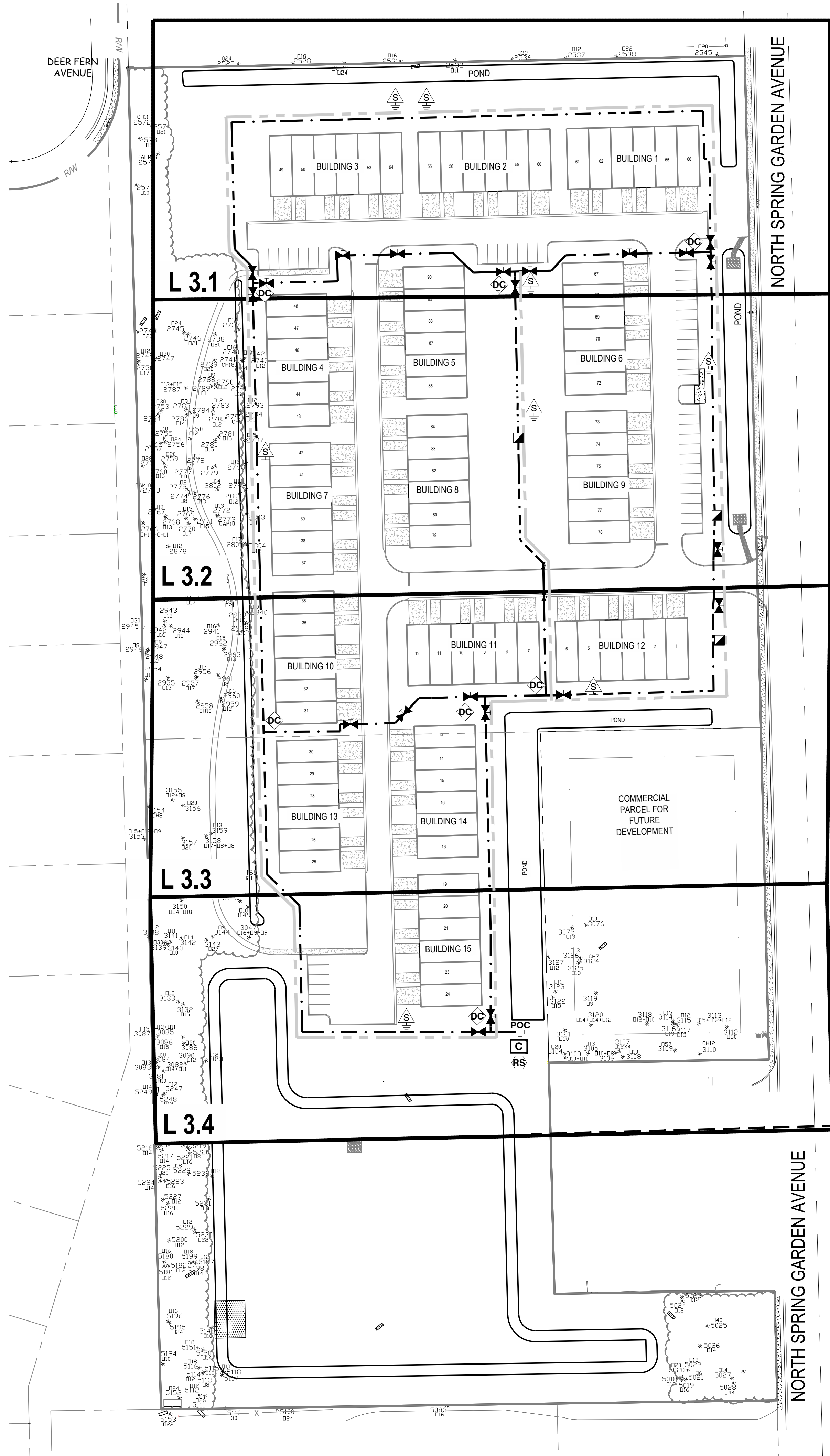
SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

PLANTING
DETAILS

ISSUE: NOT FOR CONSTRUCTION	
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JOB NO.:	761391
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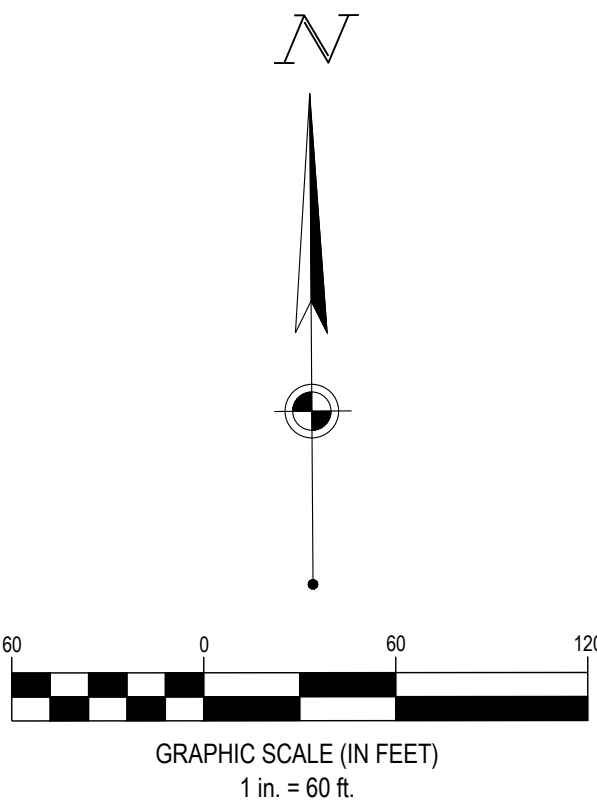


IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL
	QUICK COUPLER VALVE RAIN BIRD 5-NP - 1 IN. BRASS VALVE WITH CORROSION-RESISTANT STAINLESS STEEL SPRING LOCKING NON-POTABLE PURPLE RUBBER COVER, AND 1-PIECE BODY.
	STAINLESS STEEL BALL VALVE LEEMCO LBT-XX-SS
	2-WIRE DECODER BASED CONTROLLER RAIN BIRD ESP-LXD-100 STATION, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. TO BE INSTALLED ON 6" WOODEN POST. SYSTEM REQUIREMENTS: RAIN BIRD FD-50-TURF FIELD DECODERS, GROUND SYSTEM W/ LSP-1TURF LINE SURGE PROTECTORS IN VALVE BOXES. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
	DECODER CABLE FUSE DEVICES (DCFD) MFG: PAIGE - MODEL: DCFD CONTRACTOR TO INSTALL AT ALL DIRECTIONAL SPLICES IN A VALVE BOX. CONTRACTOR TO PROVIDE ANY NECESSARY DCFD NOT SHOWN IN PLANS
	SURGE PROTECTOR/GROUNDING PLATE RAINBIRD SENSOR DECODER (MODEL: LSP-1) INSTALL EVERY 500' OF CONTROL WIRE OR 10 DECODERS, WHICHEVER IS LESSER. REFER TO SHEET L3.0 FOR TWO WIRE ROUTING.
	EARTH GROUND RESISTANCE READINGS TO BE 10 OHMS OR LESS. RESISTANCE READINGS WILL BE REQUIRED TO BE TESTED BY CONTRACTOR AND A REPORT VERIFYING READINGS HAVE MET SPECIFICATIONS SUBMITTED TO OWNER PRIOR TO FINAL PAYMENT BEING RELEASED.
	WIRELESS RAIN/FREEZE SENSOR RAIN BIRD WR2-RFS - TO BE INSTALLED ON TOP OF WOODEN POST WITH CONTROLLER. CONTRACTOR TO ENSURE RAIN SENSOR IS OUT OF CURRENT AND FUTURE DRIPLINE OF TREES IN IMMEDIATE AREA.
	POINT OF CONNECTION-WELL WELL AND PUMP INFORMATION TO BE PROVIDED BY OWNER.
	IRRIGATION MAINLINE: 3" PVC CLASS 200 SDR 21-NP
	PIPE SLEEVE: 6" PVC SCHEDULE 40
	TWO-WIRE CONTROL WIRE: 14 AWG CONTRACTOR TO EXTEND CONTROL WIRE TO ALL VALVES AND STUB OUTS AS SHOWN. CONTRACTOR TO USE CONTINUOUS RUNS FOR ALL PROPOSED CONTROL WIRES. IF NECESSARY, LOCATE ALL WIRE SPLICES IN VALVE BOX. BUNDLE WIRES IN VALVE BOX WITH MINIMUM 24" OF EXCESS CABLE PER BUNDLE. ALL SPLICES MUST BE WATERPROOF WITH 3M DBY/DBR-6 CONNECTORS.

GENERAL NOTES:

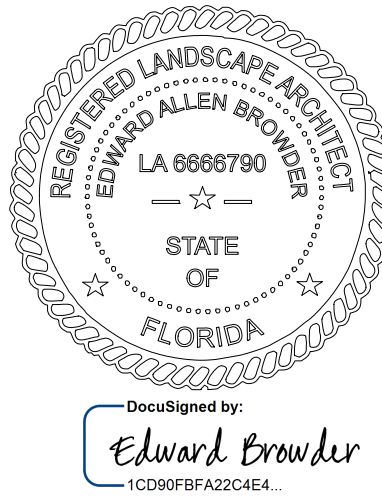
- IRRIGATION SYSTEM DESIGN BASED ON 60 GPM AND 65 PSI.
- CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL IRRIGATION EQUIPMENT IS MARKED APPROPRIATELY TO DESIGNATE NON-POTABLE WATER AND WITH PURPLE INDICATORS. ALL VALVE BOXES SHALL HAVE PURPLE LIDS WITH TEXT THAT READS "DO NOT DRINK". ALL PIPES TO BE PURPLE PIPE. ALL IRRIGATION HEADS WILL HAVE PURPLE CAPS. THIS SYSTEM WILL BE REQUIRED TO TRANSITION TO CITY RECLAIMED WATER ONCE AVAILABLE TO THE SITE.
- IRRIGATION DESIGN IS FROM THE POINT OF CONNECTION (POC) ONLY. THE DESIGN IS BASED ON GALLONS PER MINUTE (GPM) AND POUNDS PER SQUARE INCH (PSI) AS FURNISHED BY OTHERS.
- IRRIGATION CONTRACTOR TO VERIFY POINT OF CONNECTION IN THE FIELD AND CONFIRM MINIMUM DISCHARGE REQUIRED AT POINT OF CONNECTION AS REQUIRED BY PROPOSED IRRIGATION EQUIPMENT PRIOR TO INSTALLATION. CONTACT OWNER'S REPRESENTATIVE WITH ANY DISCREPANCIES IMMEDIATELY BEFORE INSTALLATION.
- THE PRESSURE REQUIREMENT AT THE POINT OF CONNECTION IS BASED ON NO MORE THAN 5 FEET OF ELEVATION CHANGE IN THE AREAS OF IRRIGATION.
- DETAILED AS-BUILTS WILL BE REQUIRED UPON COMPLETION OF PROJECT. AS-BUILTS TO INCLUDE ALL DECODER ADDRESSES AS WELL AS GPS LOCATIONS OF EACH VALVE BOX. SEE DETAIL SHEET FOR FURTHER INFORMATION
- CONTRACTOR TO USE CONTINUOUS RUNS FOR ALL PROPOSED CONTROL WIRES. IF NECESSARY, LOCATE ALL WIRE SPLICES IN VALVE BOX. BUNDLE WIRES IN VALVE BOX WITH MINIMUM 24" OF EXCESS CABLE PER BUNDLE. ALL SPLICES MUST BE WATERPROOF WITH 3M DBY/DBR-6 CONNECTORS.
- ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURER'S SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS SHALL BE APPROVED BY THE OWNER OR LANDSCAPE ARCHITECT.
- PIPE LAYOUT AND VALVE LOCATION IS DIAGRAMMATIC. VALVES AND PIPES SHOWN IN BUILDING, PAVED AREAS OR UNDERNEATH EXISTING TREE DRIP LINES ARE FOR GRAPHIC CLARITY ONLY. ALL VALVES AND MAINLINE SHALL BE INSTALLED WITHIN LANDSCAPE AREAS BETWEEN RIGHT-OF-WAY AND PROPERTY LINE. LOCATION OF IRRIGATION COMPONENTS SHOWN ON DRAWING IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE AND/OR TO AVOID CONFLICTS WITH UTILITIES AND/OR EXISTING TREE ROOTS. CONTRACTOR TO REFERENCE PLANTING PLANS FOR EXISTING TREE INFORMATION AS APPLICABLE.
- CONTRACTOR TO PROVIDE ANY STAKING NECESSARY FOR PROPERTY LINES, EASEMENT LINES, ETC. TO INSTALL PLANTING AND IRRIGATION AS PER PLANS
- LOCATE VALVES AND VALVE BOXES IN SHRUB BED WHENEVER POSSIBLE. IF NECESSARY TO LOCATE IN LAWN, LOCATE A MINIMUM OF 36" AWAY FROM PLANTER BED EDGE.
- SEE DETAIL SHEET L3.5 & L3.6 FOR FURTHER IRRIGATION NOTES & DETAILS



FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800)432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



REVISION DESCRIPTION
NO. DATE

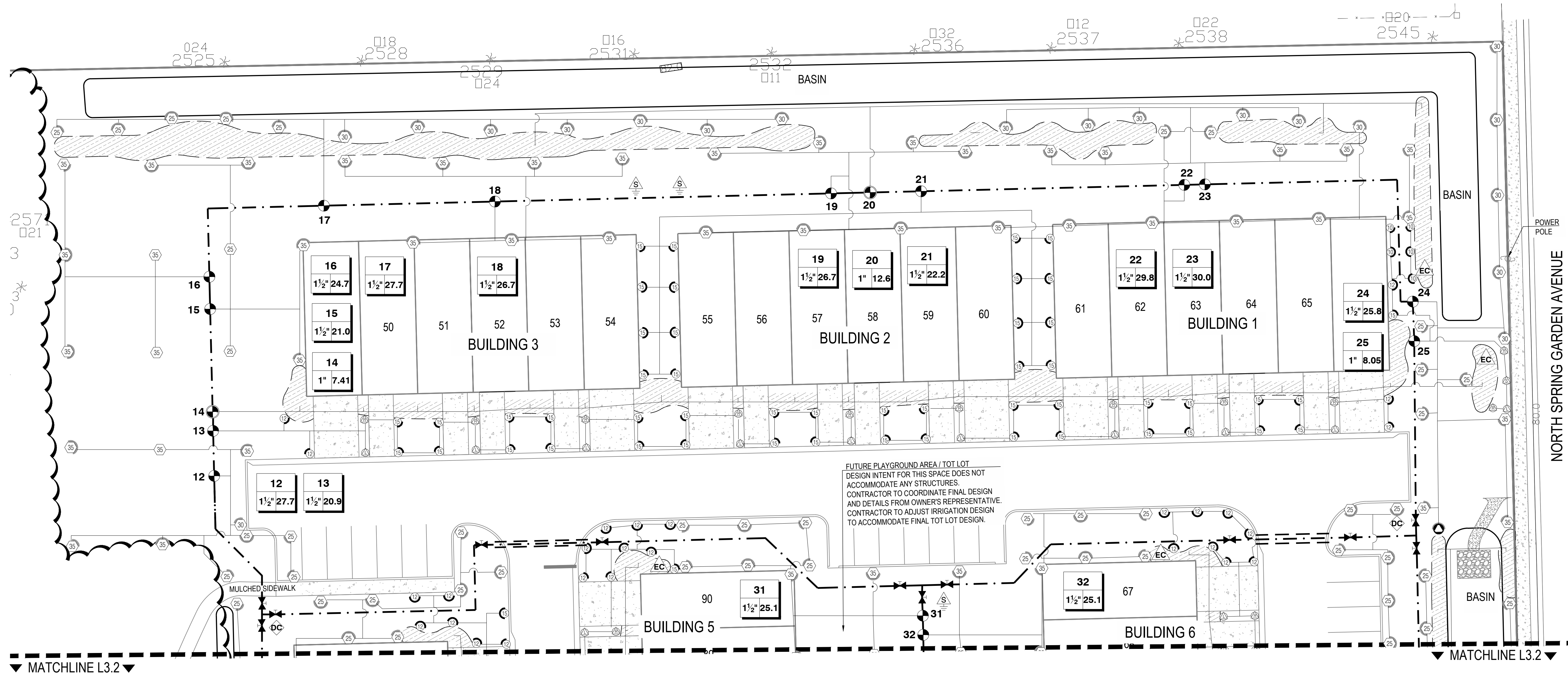


SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

OVERALL
MAINLINE AND
TWO WIRE
ROUTING PLAN

ISSUE:	NOT FOR CONSTRUCTION
DATE:	06/16/2023
JOB NO.:	761391
DESIGN:	EAB
DRAWN:	PS / JR
CHECKED:	CJC
SHEET NO.	L3.0



IRRIGATION SCHEDULE

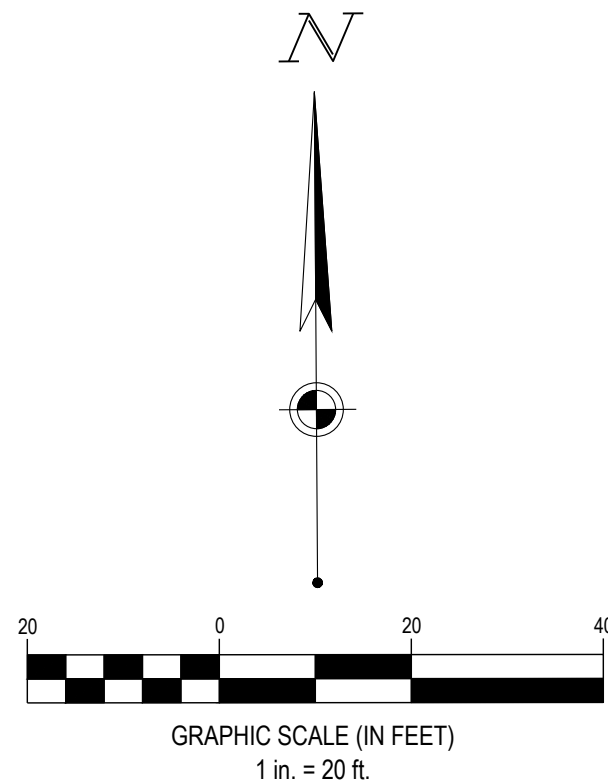
SYMBOL	MANUFACTURER/MODEL
	RAIN BIRD RD-04-S-P30-NP 15 STRIP SERIES
	RAIN BIRD RD-04-S-P30-NP 5 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 8 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 10 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 12 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 15 SERIES MPR
	RAIN BIRD R-VAN18 RD-04-SAM-P45
	RAIN BIRD 5004-PL-PC-SAM-R-NP-MPR 25
	RAIN BIRD 5004-PL-PC-SAM-R-NP-MPR 30
	RAIN BIRD 5004-PL-PC-SAM-R-NP-MPR 35
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	XERIGATION COMMERCIAL CONTROL ZONE KIT
	RAIN BIRD XFS-06-18-NP NON POTABLE SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY, 0.6 GPH EMITTERS AT 18" O.C. LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, UV RESISTANT, SPECIFY XF INSERT FITTINGS.
	END FLUSH CAP
	RAIN BIRD MDCCAP
	AREA TO RECEIVE DRIPLINE
	SHRUB ZONE
	RAIN BIRD XFS-06-18-NP NON POTABLE SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY, 0.6 GPH EMITTERS AT 18" O.C. LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, UV RESISTANT, SPECIFY XF INSERT FITTINGS.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	RAIN BIRD PESBR-PRS-D
	QUICK COUPLER VALVE
	RAIN BIRD 5-NP 1IN BRASS VALVE WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING NON-POTABLE PURPLE RUBBER COVER, AND 1-PIECE BODY.
	STAINLESS STEEL BALL VALVE
	LEEMCO LBT-XX-SS
	2-WIRE DECODER BASED CONTROLLER
	RAIN BIRD ESP-LXD-100 STATION, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. TO BE INSTALLED ON 6" WOODEN POST. SYSTEM REQUIREMENTS: RAIN BIRD FD-50-TURF FIELD DECODERS, GROUND SYSTEM W/ LSP-1 TURF LINE SURGE PROTECTORS IN VALVE BOXES. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
	DECODER CABLE FUSE DEVICES (DCFD)
	MFG: PAIGE - MODEL: DCFD
	CONTRACTOR TO INSTALL AT ALL DIRECTIONAL SPLICES IN A VALVE BOX. CONTRACTOR TO PROVIDE ANY NECESSARY DCFD NOT SHOWN IN PLANS
	SURGE PROTECTOR/GROUNDING PLATE
	RAINBIRD SENSOR DECODER (MODEL: LSP-1)
	INSTALL EVERY 500' OF CONTROL WIRE OR 10 DECODERS, WHICHEVER IS LESSER. REFER TO SHEET L3.0 FOR TWO WIRE ROUTING.
	EARTH GROUND RESISTANCE READINGS TO BE 10 OHMS OR LESS. RESISTANCE READINGS WILL BE REQUIRED TO BE TESTED BY CONTRACTOR AND A REPORT VERIFYING READINGS HAVE MET SPECIFICATIONS SUBMITTED TO OWNER PRIOR TO FINAL PAYMENT BEING RELEASED.
	WIRELESS RAIN/FREEZE SENSOR
	RAIN BIRD WR2-RFS - TO BE INSTALLED ON TOP OF WOODEN POST WITH CONTROLLER. CONTRACTOR TO ENSURE RAIN SENSOR IS OUT OF CURRENT AND FUTURE DRIPLINE OF TREES IN IMMEDIATE AREA.
	POINT OF CONNECTION-WELL
	WELL AND PUMP INFORMATION TO BE PROVIDED BY OWNER.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21-NP
	IRRIGATION MAINLINE: 3" PVC CLASS 200 SDR 21-NP
	PIPE SLEEVE: 6" PVC SCHEDULE 40

	Valve Callout
	Valve Number
	Valve Flow
	Valve Size

LEGEND

	RIGHT OF WAY LINE
	LOT LINE
	PROPERTY BOUNDARY LINE
	PROPOSED FENCE
	PROPOSED CONCRETE SIDEWALK
	OVERHEAD POWER LINE
	EXISTING TREE CANOPY
	IRRIGATION COVERAGE LIMIT

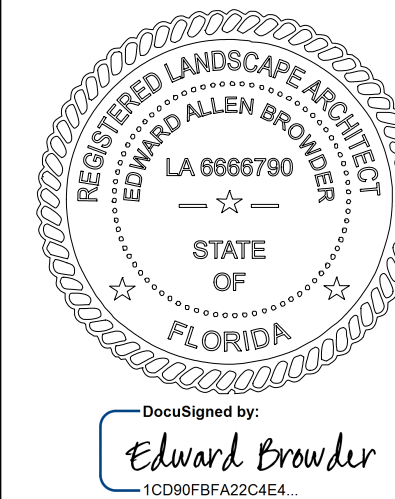


FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITY PROTECTION SERVICE AT 811 OR (800) 432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA 811.



REVISION DESCRIPTION

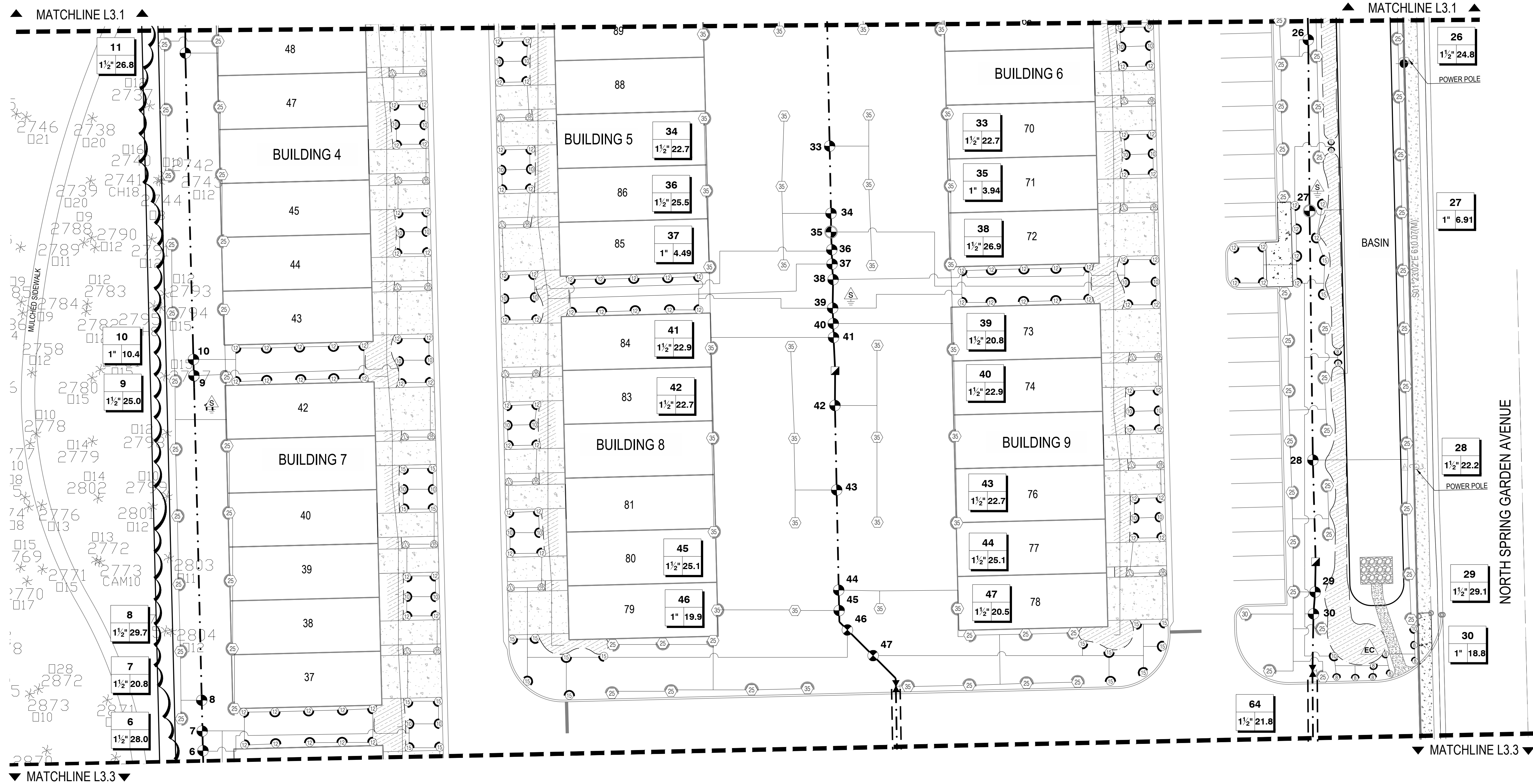
NO. DATE



SPRING GARDEN
TOWNHOMES
DELAND, FL

IRRIGATION
PLAN

ISSUE:	NOT FOR CONSTRUCTION
DATE:	06/14/2023
JOB NO.:	761391
DESIGN:	EAB
DRAWN:	PS / JR
CHECKED:	CJC
SHEET NO.	L3.1



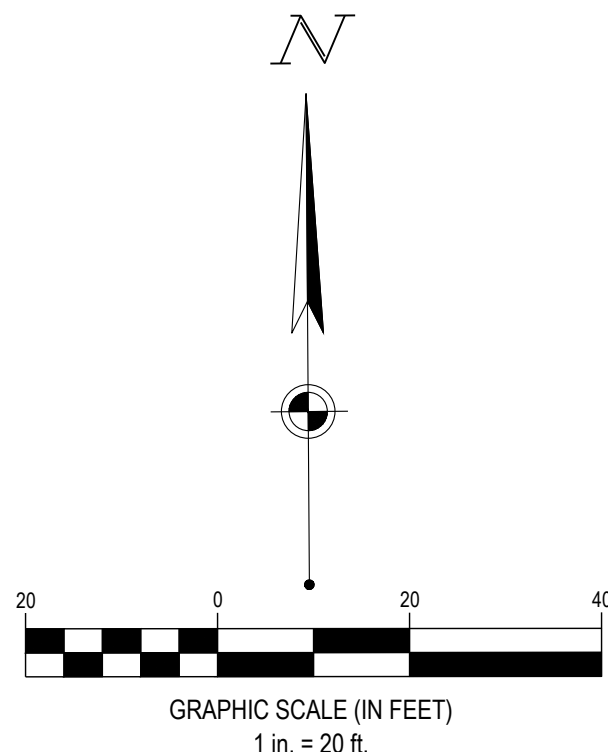
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL
	RAIN BIRD RD-04-S-P30-NP 15 STRIP SERIES
	RAIN BIRD RD-04-S-P30-NP 5 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 8 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 10 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 12 SERIES MPR
	RAIN BIRD RD-04-S-P30-NP 15 SERIES MPR
	RAIN BIRD R-VAN18 RD-04-SAM-P45
	RAIN BIRD 5004-PL-PC-SAM-R-NP-MPR 25
	RAIN BIRD 5004-PL-PC-SAM-R-NP-MPR 30
	RAIN BIRD 5004-PL-PC-SAM-R-NP-MPR 35

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	XERIGATION COMMERCIAL CONTROL ZONE KIT GPM 0.2-15 MFG.: 1" RAINBIRD VALVE (MODEL: XCZ-100-PRB-FLOW) GPM 15-40 MFG.: 1 1/2" RAINBIRD VALVE (MODEL: XCZ-150-PRB-FLOW) USE PSI-M30X REGULATOR FOR FLOWS EXCEEDING 5 GPM
	END FLUSH CAP MODEL: MDCFCAP INSTALL IN VALVE BOX. TYPICAL AT ALL ENDS OF XERI-TUBE RUNS
	AREA TO RECEIVE DRIPLINE SHRUB ZONE RAIN BIRD XFS-06-18-NP NON POTABLE SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/ COPPER SHIELD TECHNOLOGY, 0.6 GPH EMITTERS AT 18" O.C. LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.
	MANUFACTURER/MODEL/DESCRIPTION RAIN BIRD PESBR-PRS-D
	QUICK COUPLER VALVE RAIN BIRD 5-NP - 1 IN. BRASS VALVE WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING NON-POTABLE PURPLE RUBBER COVER, AND 1-PIECE BODY.
	STAINLESS STEEL BALL VALVE LEEMCO LBT-XX-SS
	2-WIRE DECODER BASED CONTROLLER RAIN BIRD ESPLXD-100 STATION, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. TO BE INSTALLED ON 6" WOODEN POST. SYSTEM REQUIREMENTS: RAIN BIRD FD-50-TURF FIELD DECODERS, GROUND SYSTEM W/ LSP-1TURF LINE SURGE PROTECTORS IN VALVE BOXES. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
	DECODER CABLE FUSE DEVICES (DCFD) MFG: PAIGE - MODEL: DCFD CONTRACTOR TO INSTALL AT ALL DIRECTIONAL SPLICES IN A VALVE BOX. CONTRACTOR TO PROVIDE ANY NECESSARY DCFD NOT SHOWN IN PLANS

SYMBOL	MANUFACTURER/MODEL
	SURGE PROTECTOR/GROUNDING PLATE RAINBIRD SENSOR DECODER (MODEL: LSP-1) INSTALL EVERY 500' OF CONTROL WIRE OR 10 DECODERS, WHICHEVER IS LESSER. REFER TO SHEET L3.0 FOR TWO WIRE ROUTING. EARTH GROUND RESISTANCE READINGS TO BE 10 OHMS OR LESS. RESISTANCE READINGS WILL BE REQUIRED TO BE TESTED BY CONTRACTOR AND A REPORT VERIFYING READINGS HAVE MET SPECIFICATIONS SUBMITTED TO OWNER PRIOR TO FINAL PAYMENT BEING RELEASED.
	WIRELESS RAIN/FREEZE SENSOR RAIN BIRD WR2-RFS - TO BE INSTALLED ON TOP OF WOODEN POST WITH CONTROLLER. CONTRACTOR TO ENSURE RAIN SENSOR IS OUT OF CURRENT AND FUTURE DRIPLINE OF TREES IN IMMEDIATE AREA.
	POINT OF CONNECTION-WELL WELL AND PUMP INFORMATION TO BE PROVIDED BY OWNER.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21-NP
	IRRIGATION MAINLINE: 3" PVC CLASS 200 SDR 21-NP
	PIPE SLEEVE: 6" PVC SCHEDULE 40
	Valve Callout # Valve Number # Valve Flow # Valve Size

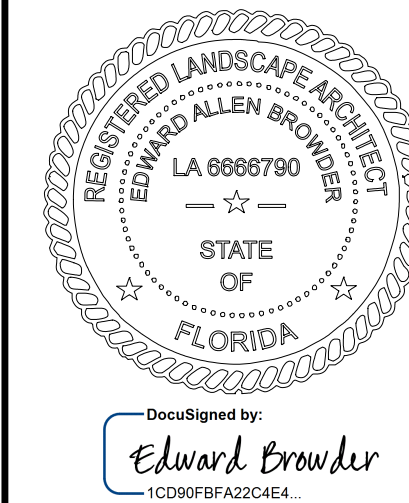
LEGEND	
	RIGHT OF WAY LINE
	LOT LINE
	PROPERTY BOUNDARY LINE
	PROPOSED FENCE
	PROPOSED CONCRETE SIDEWALK
	OVERHEAD POWER LINE
	EXISTING TREE CANOPY
	IRRIGATION COVERAGE LIMIT



FORTY- EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE
CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA
UTILITY PROTECTION SERVICE AT 811 OR (800)432-4770 AND ALL
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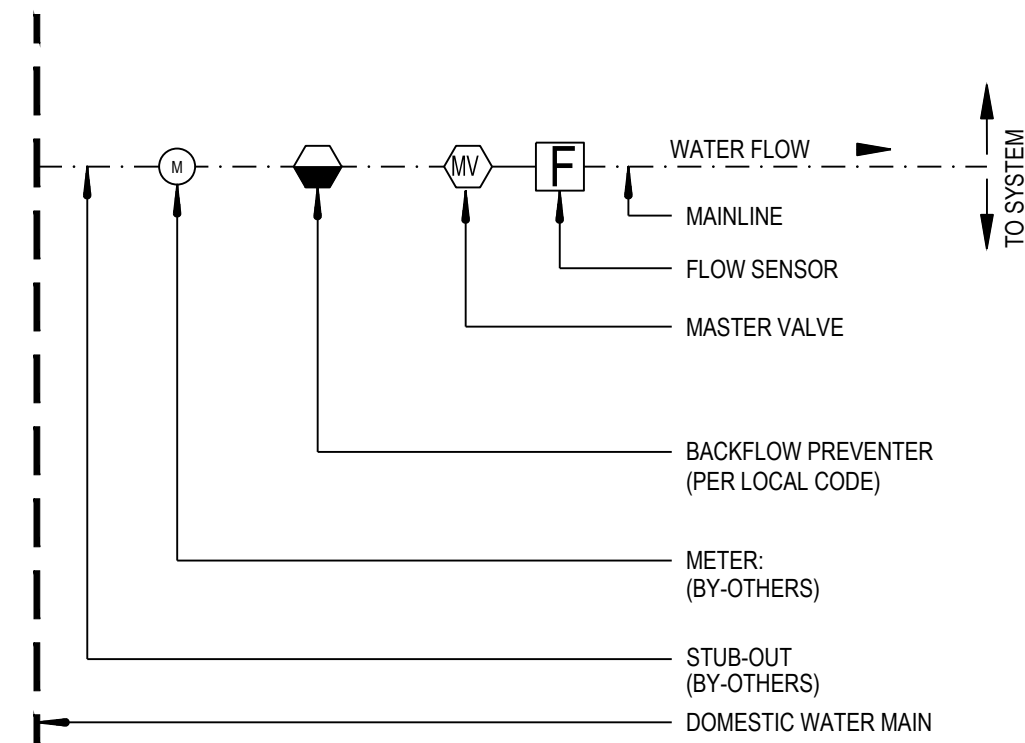


SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE, DELAND, FL

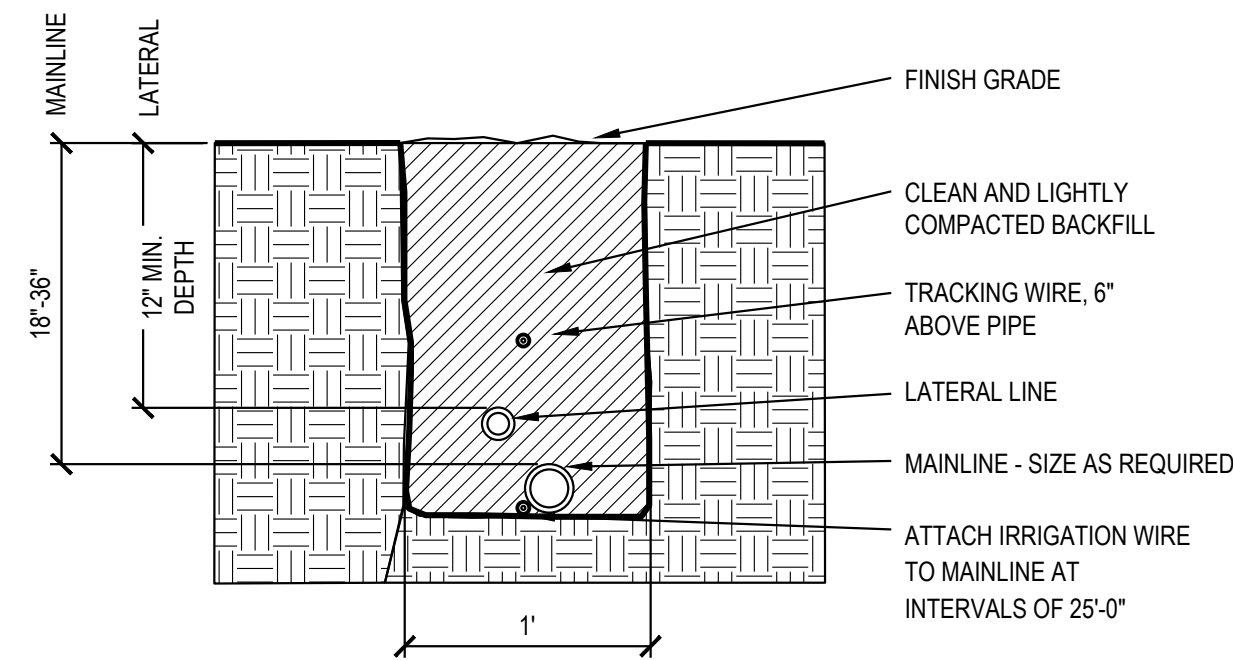
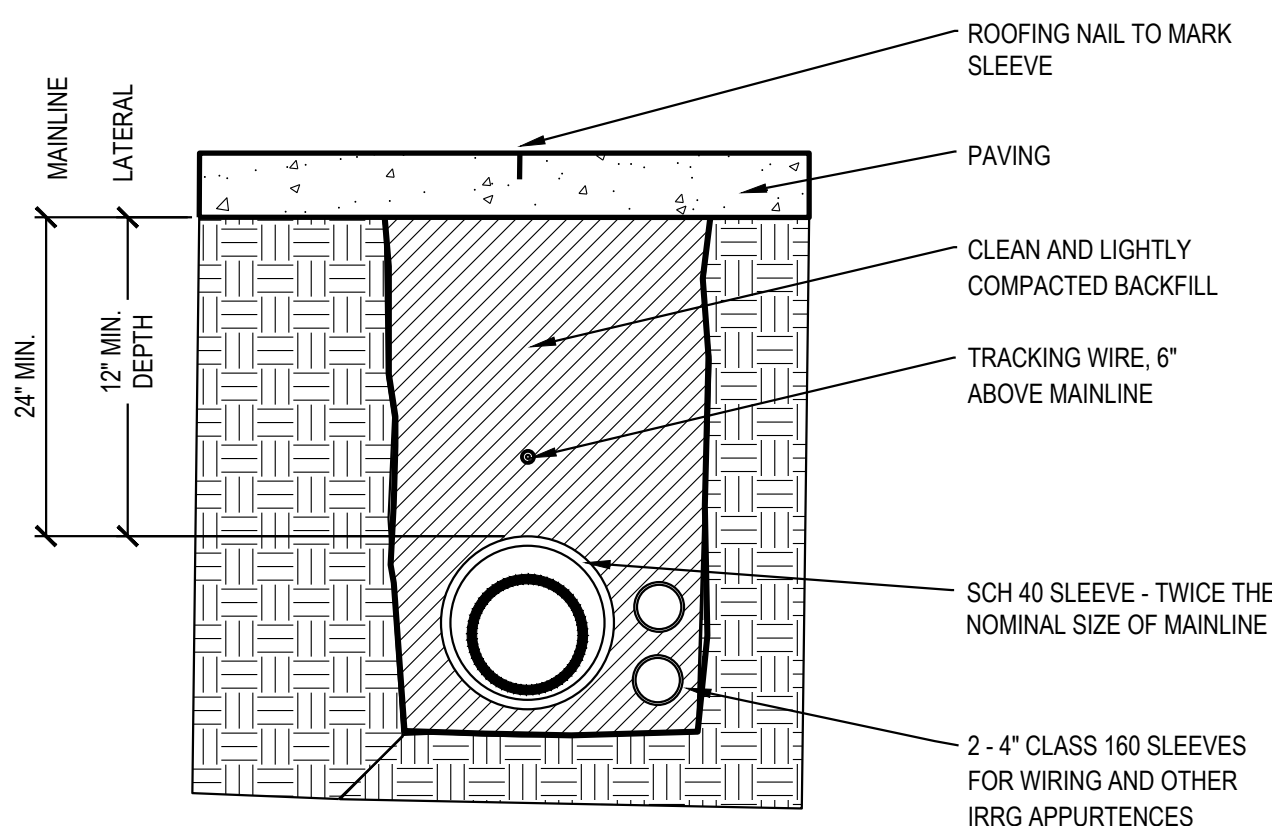
IRRIGATION
PLAN

ISSUE: NOT FOR CONSTRUCTION	
DATE: 06/16/2023	
JOB NO.:	761391
DESIGN:	EAB
DRAWN:	PS / JR
CHECKED:	CJC
SHEET NO. L3.2	



SLEEVING NOTES

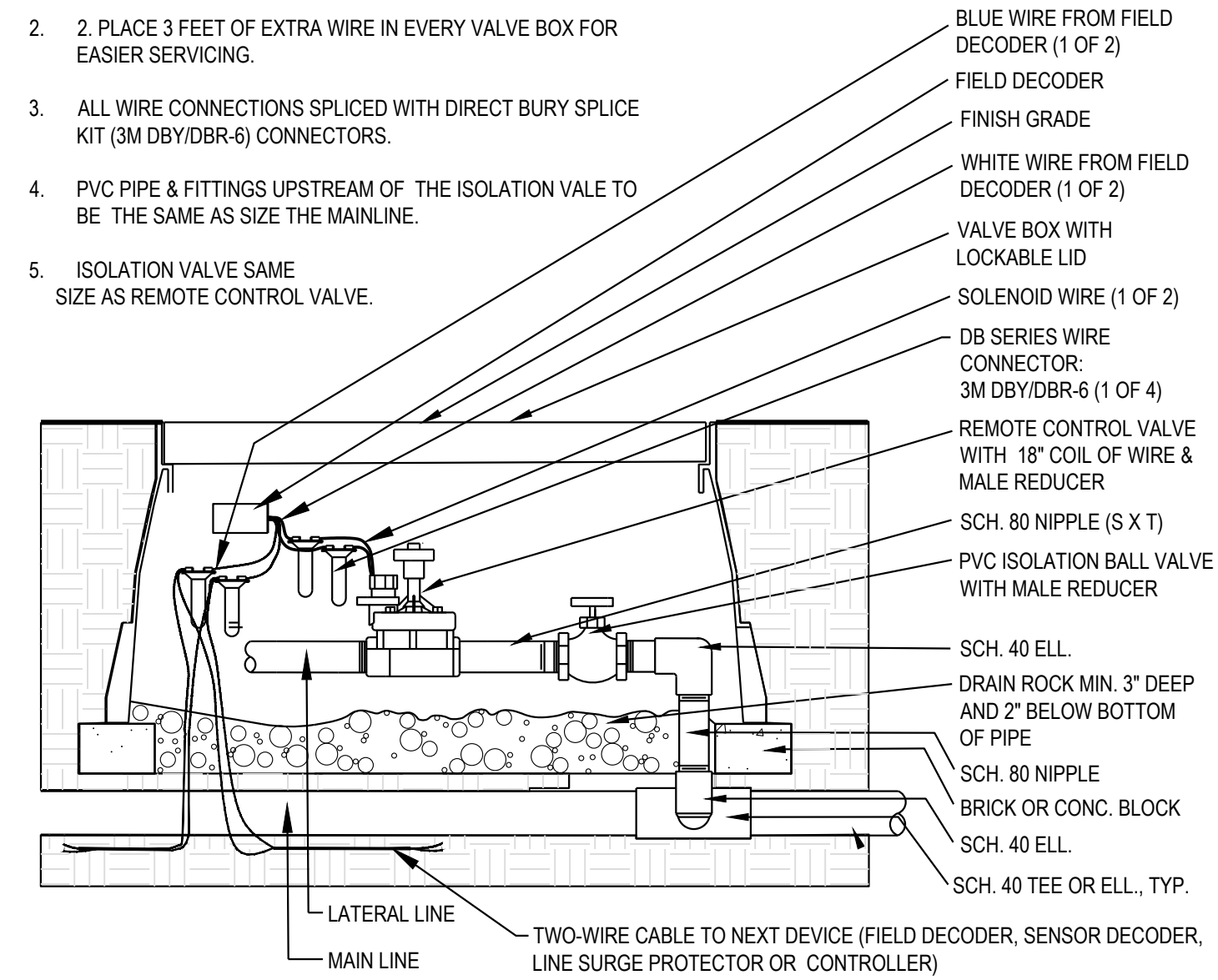
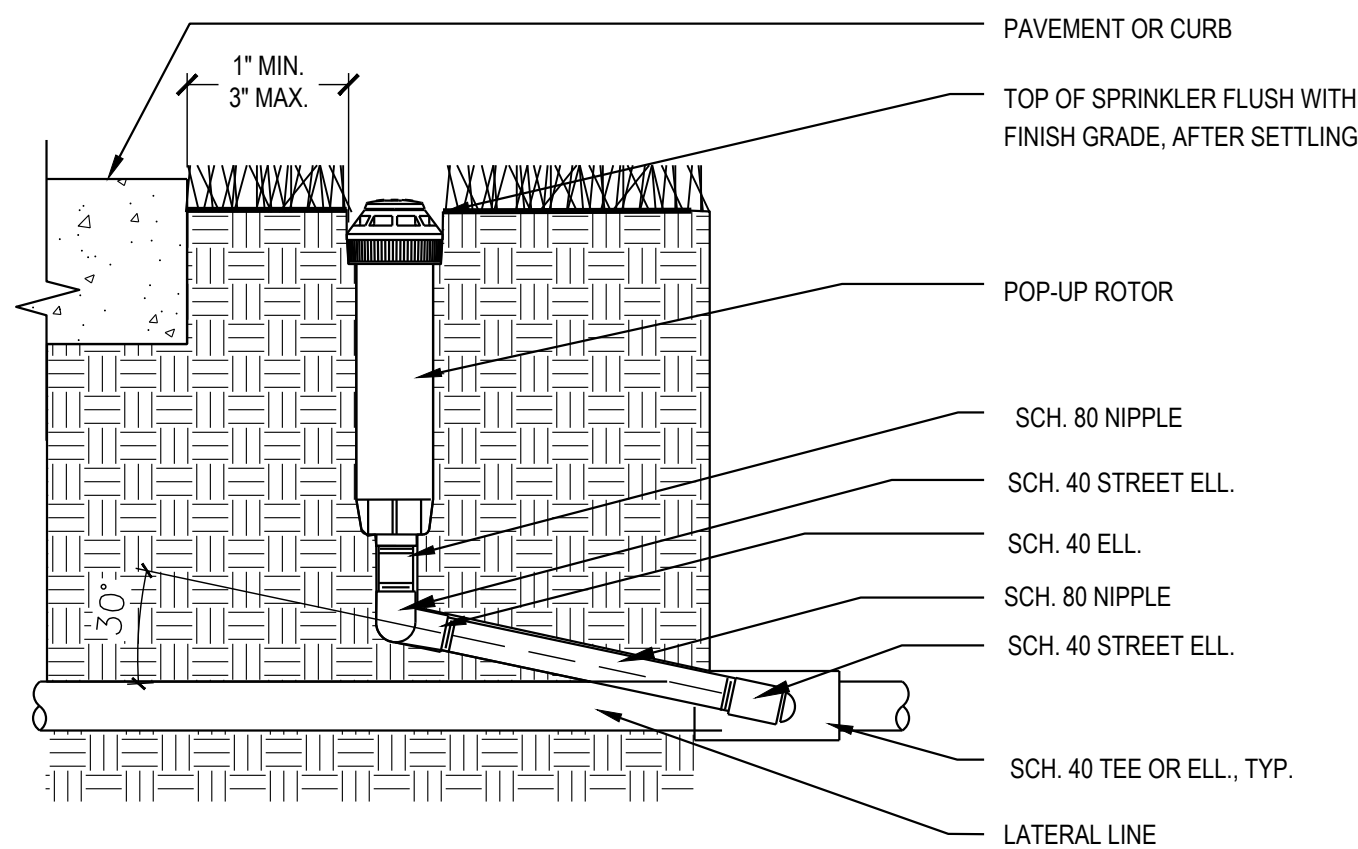
1. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL SLEEVING FOR THE PROJECT UNLESS OTHERWISE NOTED. UNLESS OTHERWISE INDICATED, ALL SLEEVES ARE TO BE PVC SCH 40 AND TWO (2) NOMINAL SIZES LARGER THAN THE PIPE TO BE SLEEVED. FOR EXAMPLE: THE SLEEVE FOR A 2" PIPE SHALL BE 3". NO IRRIGATION SLEEVE SHALL BE SMALLER THAN 2".
2. ALL SLEEVES ARE TO BE INSTALLED WITH A MINIMUM OF 24" DEPTH OF COVER.
3. ALL SLEEVES TO EXTEND A MINIMUM OF 24" BEYOND THE EDGE OF PAVEMENT (WHEN POSSIBLE).
4. IDENTIFY ALL SLEEVES LOCATIONS BY STAKING THE SLEEVE ENDS WITH COLOR CODED BLUE REBAR AND/OR MARKING THE BACK OF CURB (OR PAVEMENT), COORDINATE WITH OWNER'S REPRESENTATIVE FOR PREFERRED METHOD.



NOTE: IRRIGATION CONTRACTOR IS REQUIRED TO INSTALL TRACING WIRE OVER ALL MAINLINE PIPE AND CONTROLLER WIRE (INCLUDING) WIRE WHICH IS NOT INSTALLED IN TRENCH WITH PIPE

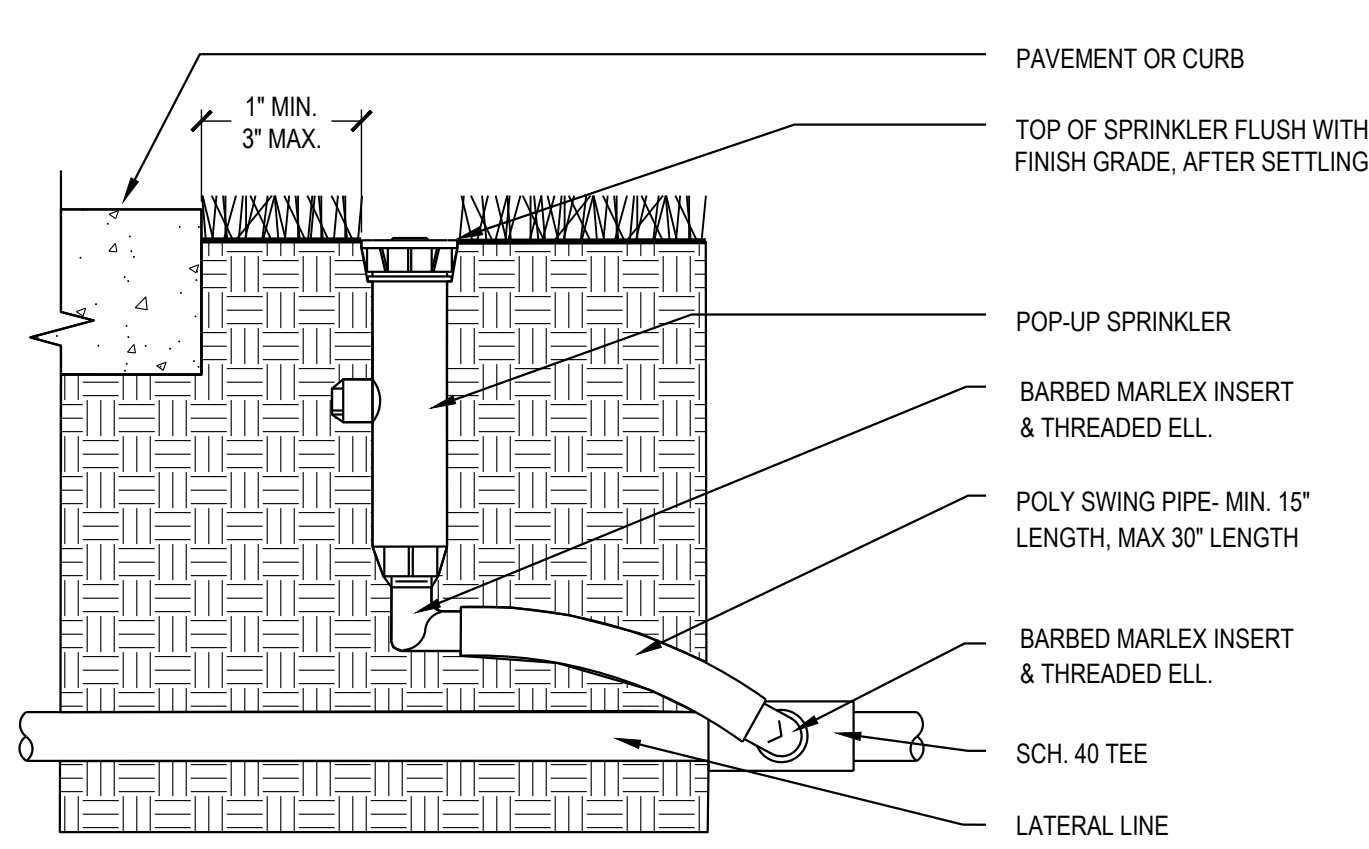
- ## NOTES

1. MAXIMUM LENGTH OF SECONDARY WIRE PATH (14 AWG) FROM FIELD DECODER TO SOLENOID IS 450 FEET.
2. PLACE 3 FEET OF EXTRA WIRE IN EVERY VALVE BOX FOR EASIER SERVICING.
3. ALL WIRE CONNECTIONS SPLICED WITH DIRECT BURY SPLICE KIT (3M DBY/DBR-6) CONNECTORS.
4. PVC PIPE & FITTINGS UPSTREAM OF THE ISOLATION VALE TO BE THE SAME AS SIZE THE MAINLINE.
5. ISOLATION VALVE SAME SIZE AS REMOTE CONTROL VALVE.

[illegible]

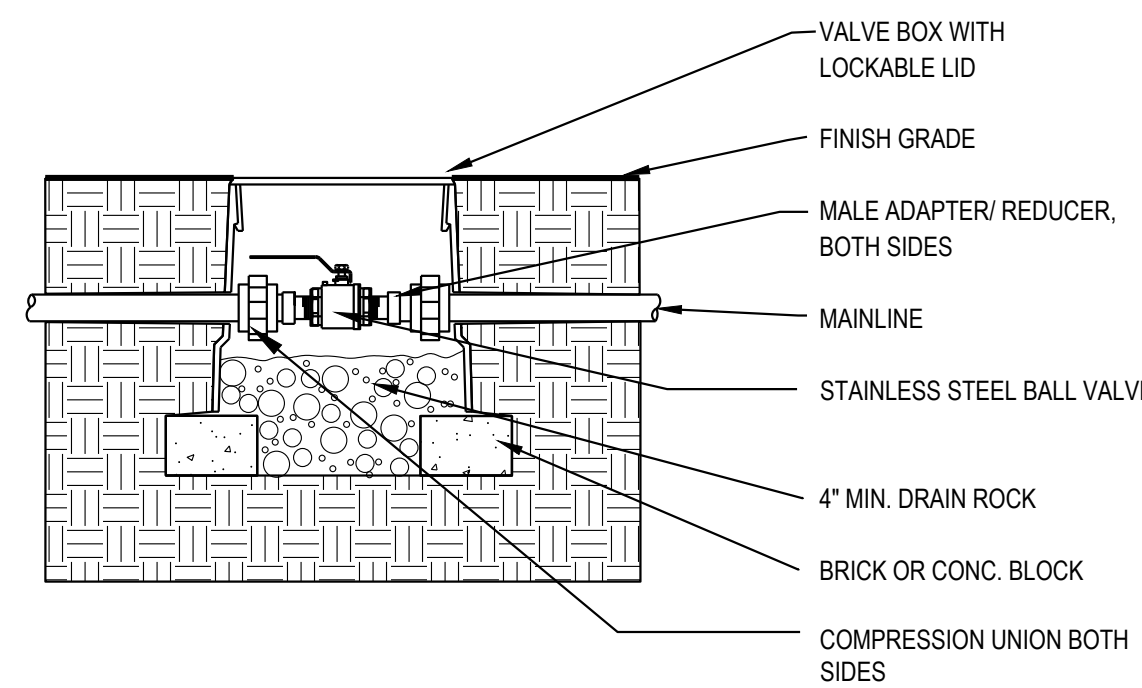
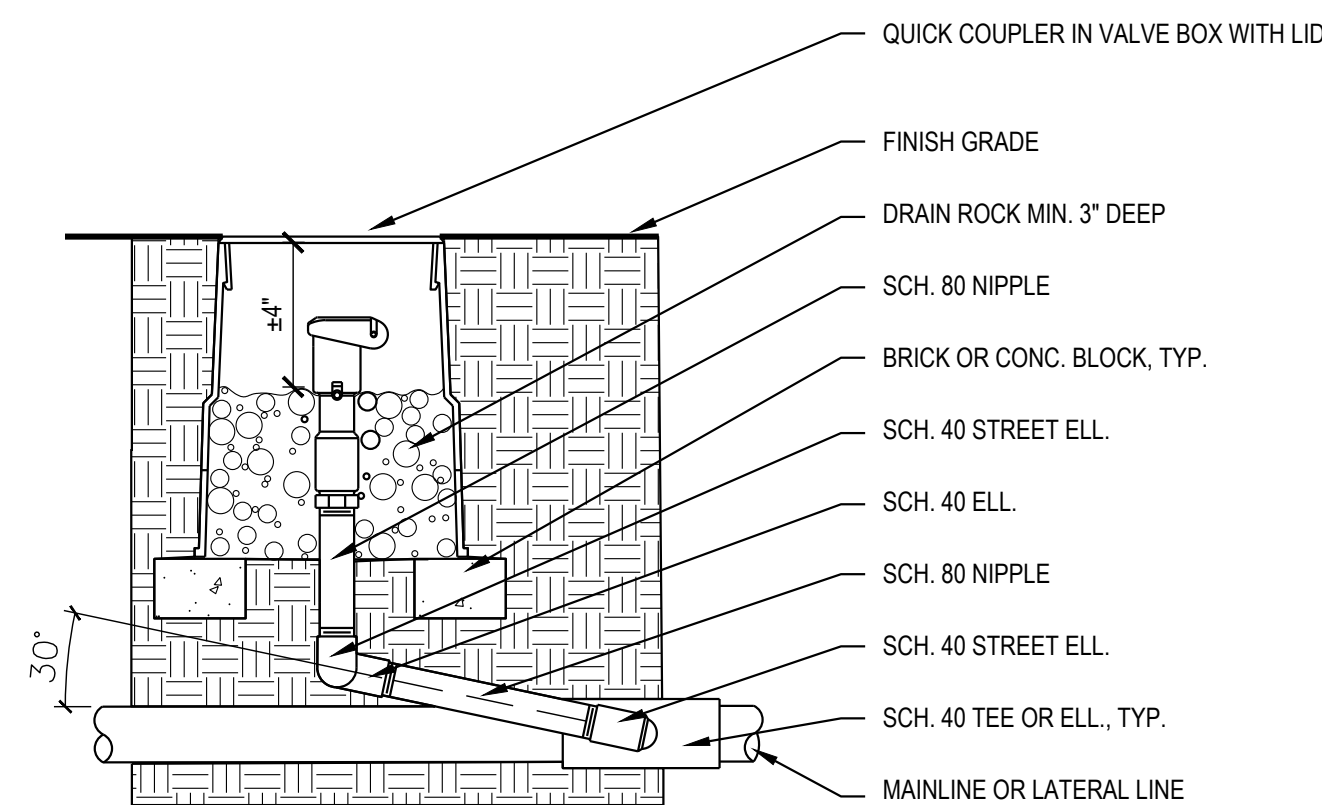
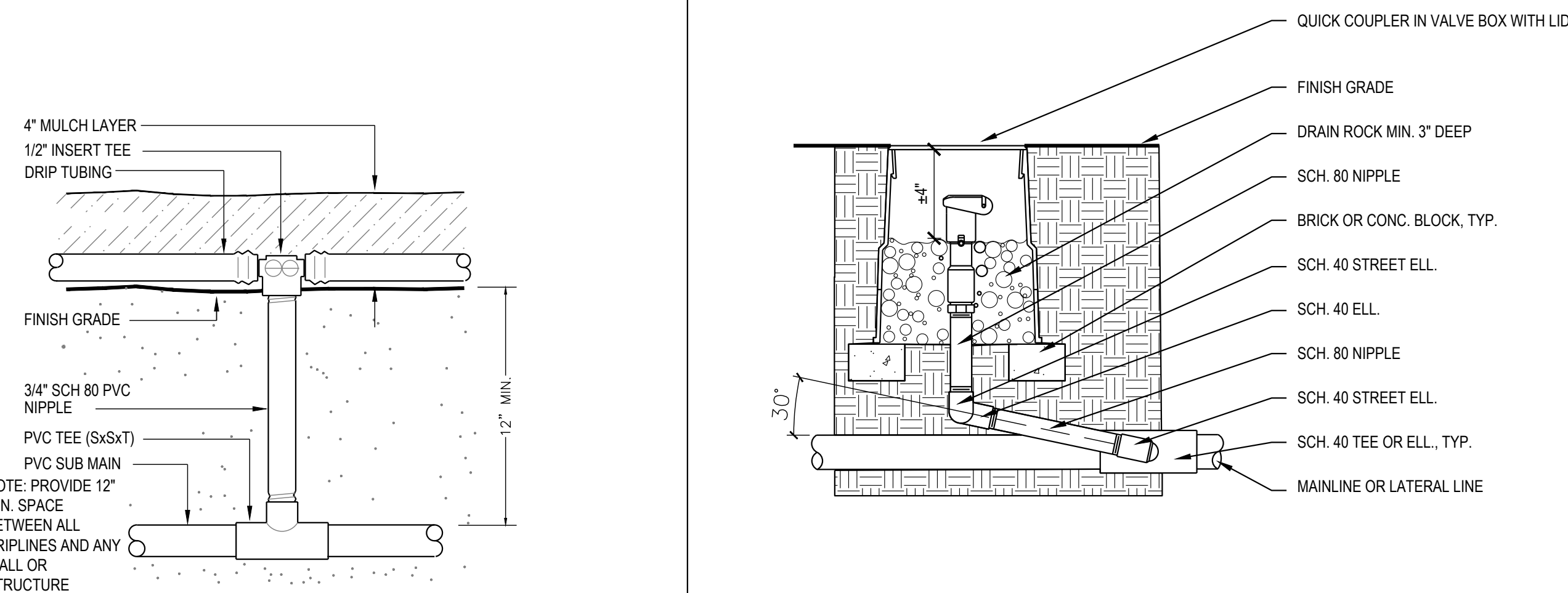
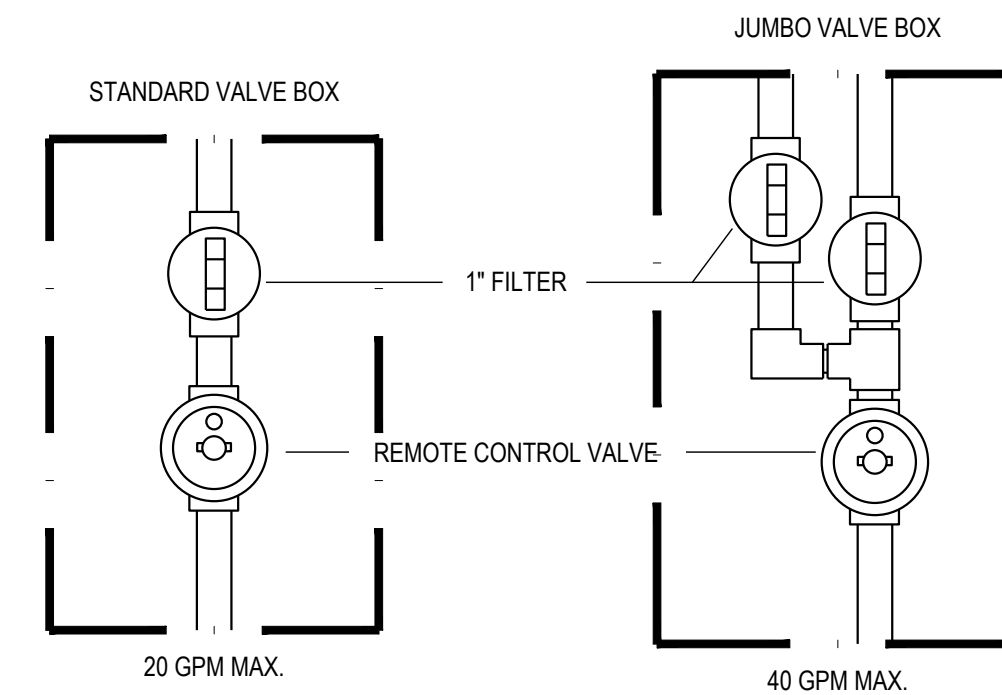
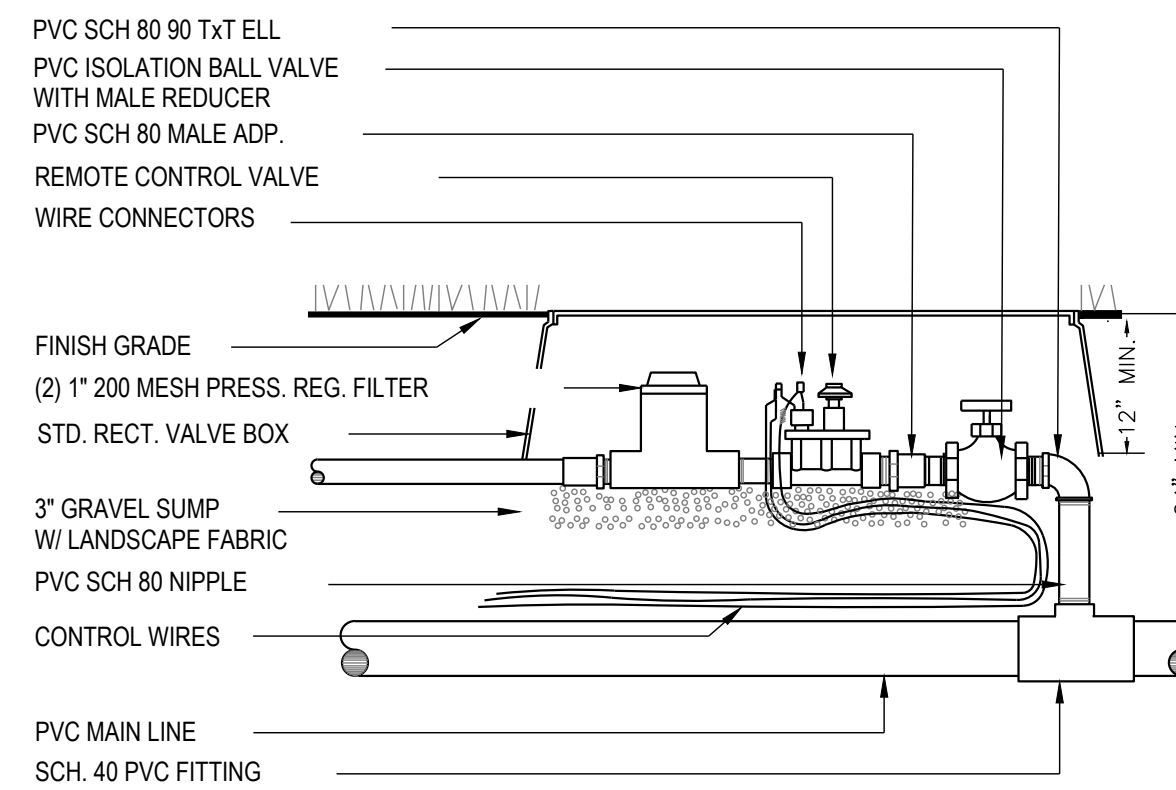
NOTES:
SWING JOINTS AS SHOWN ABOVE SHALL BE PROVIDED FOR ALL ROTARY HEADS THAT ARE DESIGNED TO PROVIDE 5 GPM OR GREATER. ALL OTHER IRRIGATION HEADS THAT HAVE VOLUMES BELOW 5 GPM SHALL UTILIZE FUNNY PIPE AS SHOWN WITHIN DETAIL #7 THIS SHEET

LOCATION OF ALL SPRINKLER HEADS SHALL BE SITE ADJUSTED TO MINIMIZE WATER OVERTHROW ONTO BUILDING SURFACES AND WALKWAYS. THROTTLE VALVES ON SPRAY ZONES AS REQUIRED TO PREVENT FOGGING. USE LOW TRAJECTORY NOZZLES WHENEVER POSSIBLE.



NOTE

LOCATION OF ALL SPRINKLER HEADS SHALL BE SITE ADJUSTED TO MINIMIZE WATER OVERTHROW ONTO BUILDING SURFACES AND WALKWAYS. THROTTLE VALVES ON SPRAY ZONES AS REQUIRED TO PREVENT FOGGING. USE LOW TRAJECTORY NOZZLES WHENEVER POSSIBLE.



SPRING GARDEN
TOWNHOMES
DELAND, FL

610 N SPRING GARDEN AVENUE DEI AND EI

IRRIGATION DETAILS AND NOTES

ISSUE:	
NOT FOR CONSTRUCTION	
DATE:	
06/16/2023	
JOB NO.:	761391
DESIGN:	EAB
DRAWN:	PS / JR
CHECKED:	CJC
SHEET NO.	
L3.5	

DELANEY RESERVE
LANDS SITUATED IN
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND

LEGAL DESCRIPTION:

THE EAST 600.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1354.07 FEET THEREOF, EXCEPT THE SOUTH 690.00 FEET THEREOF, EXCEPT THE EAST 40.0 FEET THEREOF FOR RIGHT OF WAY FOR STATE ROAD 15-A AND EXCEPT THE NORTH 210.00 FEET OF THE SOUTH 1000.00 FEET OF THE WEST 200.00 FEET OF THE EAST 240.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7.

TOGETHER WITH RIGHTS OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THAT PORTION OF THE NORTH 185 .00 FEET OF THE SOUTH 975.00 FEET OF THE WEST 200.00 FEET OF THE EAST 240.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 975.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7 WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 15-A, RUN THENCE SOUTH 01°31'08" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 24.50 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°31'08" EAST A DISTANCE OF 160.50 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 01°31'08" WEST A DISTANCE OF 160.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 89°24'05" AND A RADIUS OF 10.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.60 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 21.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 90°35'55" AND A RADIUS OF 30.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.44 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 01°31'08" EAST A DISTANCE OF 140.18 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 01°31'08" WEST A DISTANCE OF 152.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 43°37'12" AND A RADIUS OF 24.50 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 46°58'43" AND A RADIUS OF 50.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.00 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 89°04'47" EAST A DISTANCE OF 116.52 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 610.07 FEET OF THE NORTH 1354.07 FEET OF THE EAST 600.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; EXCEPT THEREFROM THE EAST 40.00 FEET FOR RIGHT OF WAY OF STATE ROAD NO. 15-A.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES DESCRIBED IN OFFICIAL RECORDS BOOK 4852, PAGE 4488, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEYOR'S NOTES TO PLAT

- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
- ALL BEARINGS SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR).
- ALL DEVELOPMENT SHALL BE IN ACCORD WITH AND SUBJECT TO THE CITY OF DELAND LAND DEVELOPMENT CODE, AS AMEMDED FROM TIME TO TIME AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.
- IN ACCORDANCE WITH CHAPTER 177.091.9, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL MONUMENTS HAVE BEEN PLACED AT ALL LOT CORNERS, POINTS OF INTERSECTIONS AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.

SHEET 1 OF 2

PLAT BOOK: PAGE:

DELANEY RESERVE

DEDICATION

KNOW ALL BY THESE PRESENTS, That CAP 5 DEVELOPMENT, LLC, an OHIO limited liability company, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed. The Ingress/Egress and Utility easement as shown hereon is dedicated to the perpetual use of the public.

A perpetual, non-exclusive easement for access over all internal roadways is hereby granted to the City of Deland and other applicable authorities for law enforcement, fire and other emergency services.

IN WITNESS THEREOF, CAP 5 DEVELOPMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY has caused these presents to be signed by the officers named below on

Date: _____

CAP 5 DEVELOPMENT, an
OHIO Limited Liability Company

By: _____
Signed

Printed Name: Title: _____

Signed in the presence of: _____

By: _____

Printed Name _____

By: _____

Printed Name _____

STATE OF _____ COUNTY OF _____

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared CAP 5 DEVELOPMENT, LLC, a FLORIDA Limited Liability Company and acknowledge the foregoing dedication and the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me or has produced the following identification _____

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC _____

Printed Name _____

My Commission Expires _____

Commission Number _____

CERTIFICATE OF APPROVAL BY THE CITY ENGINEER

I HERBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY SPECIFICATIONS AND STANDARDS AND ALL APPLICABLE REGULATIONS IN THE SPRING GARDEN TOWNHOMES SUBDIVISION OR THAT GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-148 HAS BEEN RECEIVED.

CITY ENGINEER DATE

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

THE DELAND CITY COMMISSION HEREBY APPROVES THE FINAL PLAT FOR THE SPRING GARDEN TOWNHOMES SUBDIVISION.

DATE: _____(SEAL)

PRINTED NAME _____MAYOR, CITY OF DELAND

CERTIFICATE OF CLERK

I HERBY CERTIFY, THAT I HAVE EXAMENED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS IN CHAPTER 177 FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023 AT _____ AM/PM.
FILE NO.: _____

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FL.

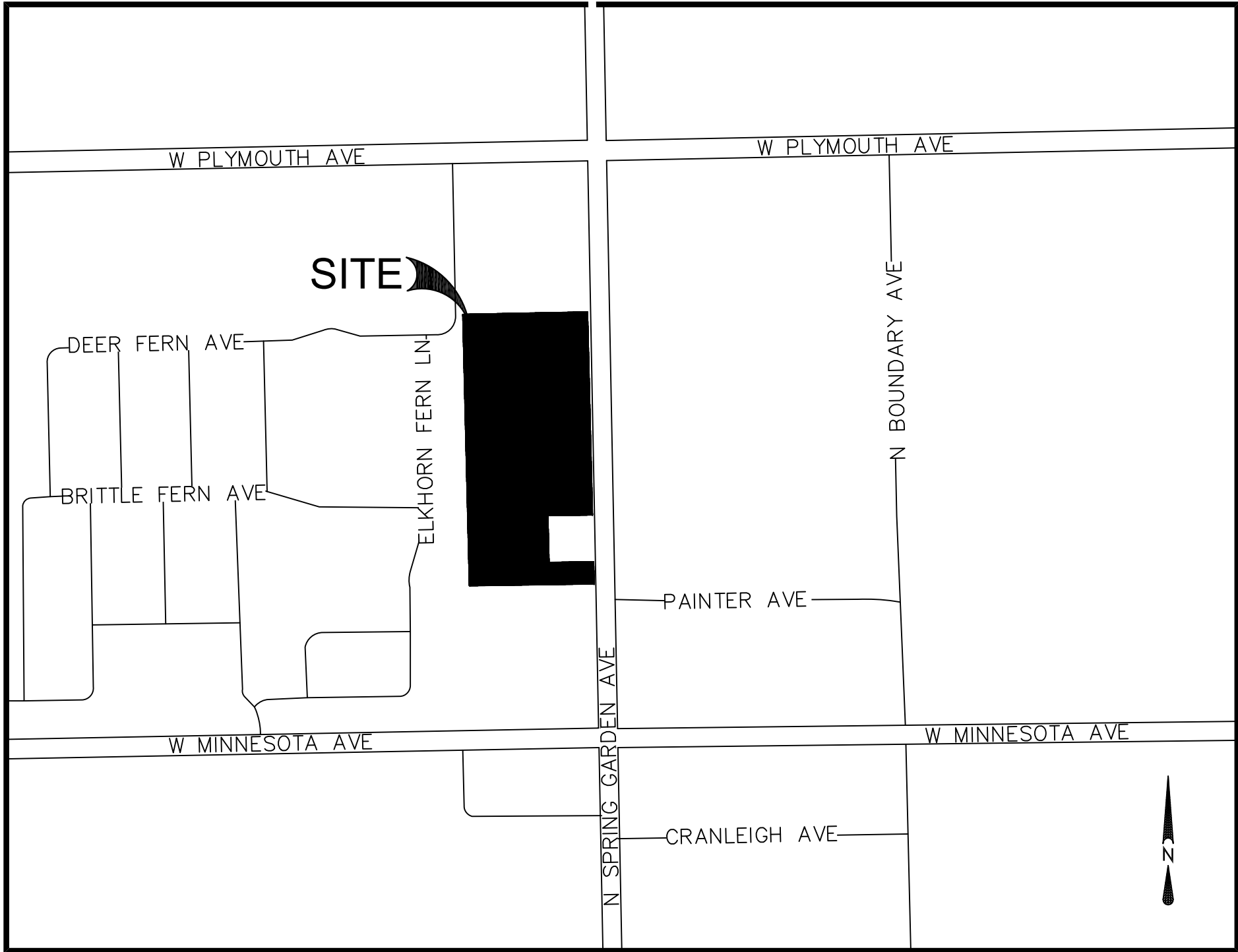
CERTIFICATE OF REVIEW BY SURVEYOR FOR CITY

I HERBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR THE CONFORMITY TO THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES. NO CONFIRMATION OF MATHEMATICAL CLOSURE OR THE PLACEMENT OF PRMS AND PCPS IN THE FIELD WAS MADE IN THIS REVIEW.

RANDALL L. ROBERTS, RLS Date
FLORIDA REGISTRATION NUMBER 3144

VICINITY MAP

NOT TO SCALE



QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

THAT THE UNDERSIGNED, being a licensed land surveyor, registered in the State Of Florida, DOES HEREBY CERTIFY THAT ON _____, he completed the survey of the lands as shown in the foregoing plat, this plat was prepared under my direct supervision and is a correct representation of the lands therein described and platted ORB subdivided; this plat complies with all requirements of Chapter 177, Florida Statutes; that permanent control points have been/ will be placed as shown as required by Chapter 177, Florida Statutes; and that said land is located in Section 06, Township 22 South, Range 28 East, Orange County, Florida.

Dated: _____ Signed: _____
Florida Registration Number LS 3880 ROBERT A. ELLIS, PLS
ELLIS SURVEYS LLC LB #7970
PO BOX 160952
Altamonte Springs, FL 32716

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.



TRIM LINE FOR COUNTY PLAT

PAGE:

TRIM LINE FOR COUNTY PLAT

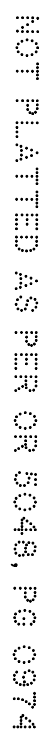
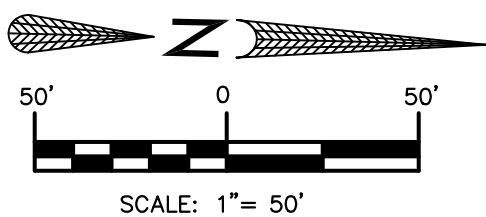


Figure 1 consists of four diagrams, each showing a rectangular plot with dimensions and bearings. The plots are labeled with circled letters A, B, C, and D.

- Plot A (Top Left):** A vertical rectangle. Top side: N01°23'00"W 27.50'. Right side: N88°37'00"E 86.00'. Bottom side: S01°23'00"E 27.50'. Left side: S88°37'00"W 86.00'. The label 'A' is in the center.
- Plot B (Top Right):** A vertical rectangle. Top side: N01°23'00"W 20.00'. Right side: N88°37'00"E 86.00'. Bottom side: S01°23'00"E 20.00'. Left side: S88°37'00"W 86.00'. The label 'B' is in the center.
- Plot C (Bottom Left):** A horizontal rectangle. Top side: N01°23'00"W 86.00'. Right side: N88°37'00"E 20.00'. Bottom side: S01°23'00"E 86.00'. Left side: S88°37'00"W 20.00'. The label 'C' is in the center.
- Plot D (Bottom Right):** A horizontal rectangle. Top side: N01°23'00"W 86.00'. Right side: N88°37'00"E 27.50'. Bottom side: S01°23'00"E 86.00'. Left side: S88°37'00"W 27.50'. The label 'D' is in the center.



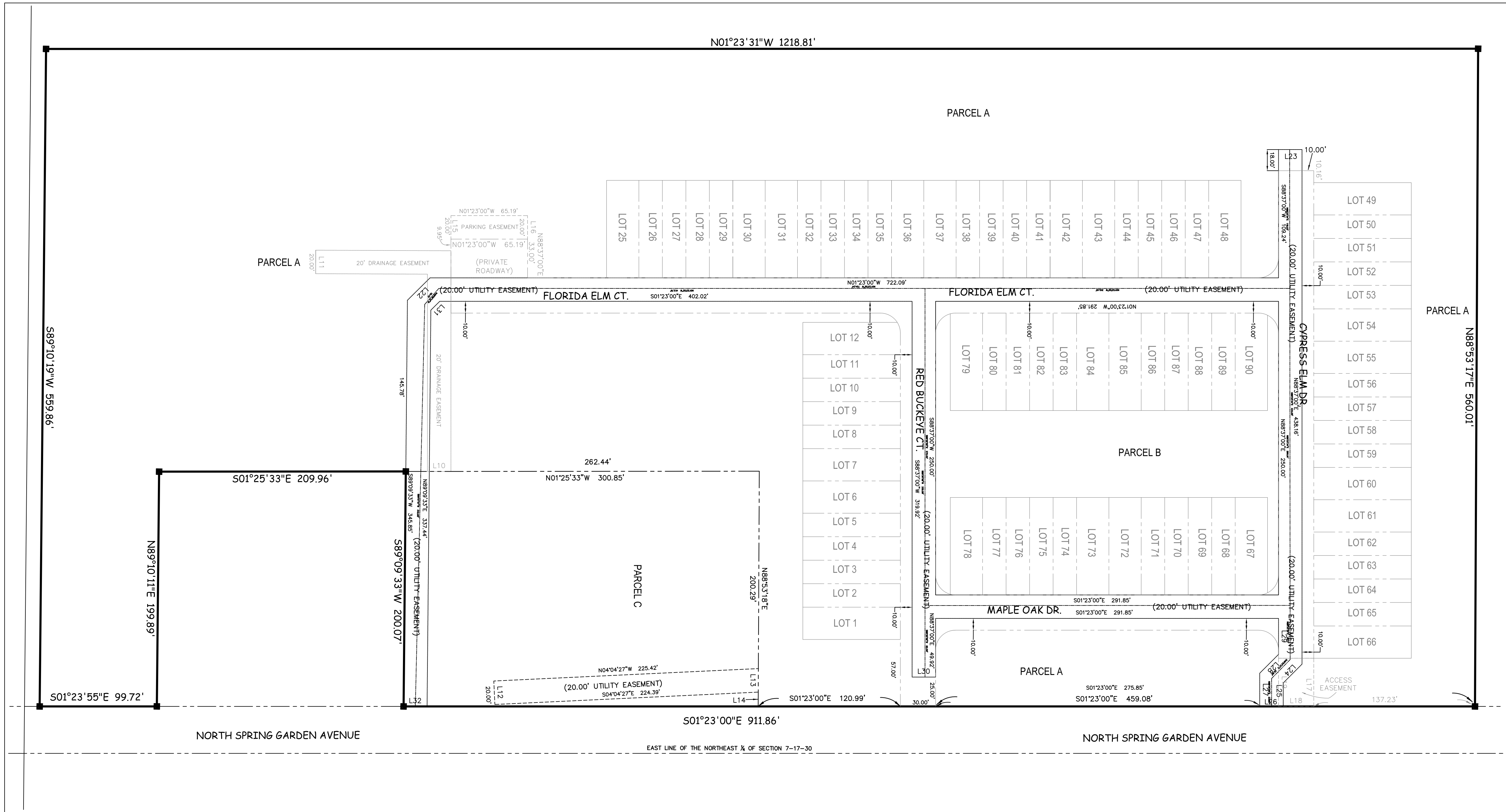
DELANEY RESERVE
LANDS SITUATED IN
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND

SHEET 3 OF 3

PLAT BOOK:

PAGE:

TRIM LINE FOR COUNTY PLAT



LINE TABLE:

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S01°23'00"E	23.00'	L22	N46°06'44"W	27.11'
L2	N01°23'00"W	23.00'	L23	N01°23'00"W	20.00'
L3	N01°23'00"W	19.85'	L24	S46°23'02"E	22.63'
L4	S01°23'00"E	19.85'	L25	N88°36'58"E	19.99'
L5	S88°37'00"W	18.42'	L26	S01°23'02"E	20.00'
L6	N01°23'00"E	18.00'	L27	S88°36'58"W	28.28'
L7	N01°23'00"W	18.00'	L28	N46°23'02"W	22.63'
L8	S01°23'00"E	18.00'	L29	S88°37'00"W	30.64'
L9	N01°23'00"W	18.00'	L30	S01°23'02"E	20.00'
L10	S01°23'53"E	20.00'	L31	S46°08'44"E	10.66'
L11	S88°51'27"W	20.00'	L32	S01°23'02"E	20.00'
L12	S85°56'33"W	20.00'			
L13	N88°53'18"E	20.03'			
L14	N88°53'18"E	12.20'			
L15	N88°36'58"E	20.00'			
L16	S88°36'58"W	20.00'			
L17	N88°37'00"E	41.00'			
L18	S01°23'02"E	30.00'			
L19	S88°37'00"W	41.00'			
L20	N88°36'58"E	20.00'			
L21	S88°37'00"W	20.00'			

CURVE TABLE:

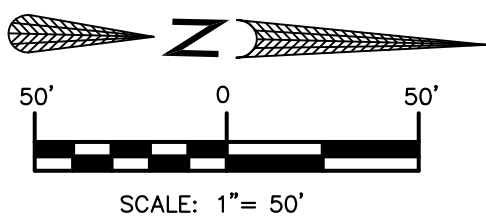
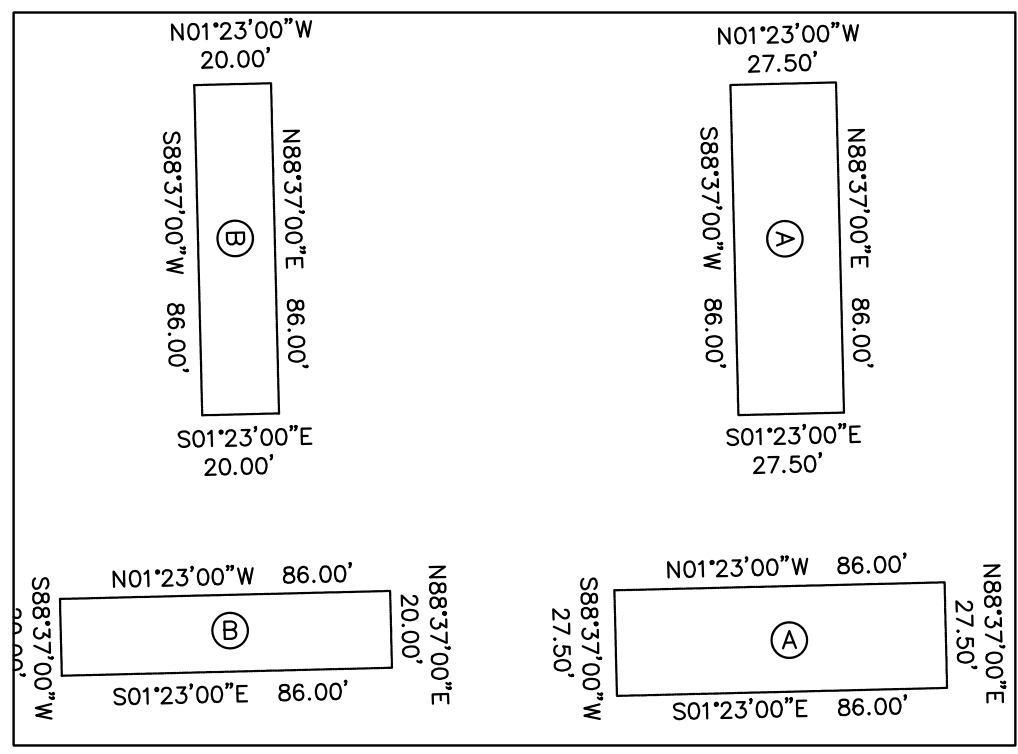
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	17.00'	26.70'	24.04'	N46°23'00"W	90°00'00"
C2	17.00'	26.70'	24.04'	S43°37'00"W	90°00'00"
C3	17.00'	26.70'	24.04'	N46°23'00"W	90°00'00"
C4	17.00'	26.70'	24.04'	N43°37'00"E	90°00'00"
C5	17.00'	26.70'	24.04'	S46°23'00"E	90°00'00"
C6	17.00'	26.70'	24.04'	N43°37'00"E	90°00'00"
C7	17.00'	26.70'	24.04'	S46°23'00"E	90°00'00"
C8	17.00'	26.70'	24.04'	N43°37'00"E	90°00'00"
C9	17.00'	22.15'	20.62'	N54°03'29"W	74°39'02"
C10	17.00'	4.55'	4.54'	N09°03'29"W	15°20'58"
C11	17.00'	7.94'	7.86'	N11°59'18"E	26°44'37"
C12	17.00'	18.77'	17.83'	N56°59'18"E	63°15'23"
C13	17.00'	18.77'	17.83'	S59°45'19"E	63°15'23"
C14	17.00'	7.94'	7.86'	S14°45'19"E	26°44'37"
C15	17.00'	4.55'	4.54'	S06°17'29"W	15°20'58"
C16	17.00'	22.15'	20.62'	S51°17'29"W	74°39'02"
C17	17.00'	9.58'	9.45'	S72°28'28"W	32°17'03"
C18	17.00'	17.12'	16.41'	S27°28'28"W	57°42'57"

LEGEND:

- = SET 4"x4" CONCRETE MONUMENT (PRM-LB7970)
- ▲ = SET NAIL & DISK (PCP-LB7970)
- = FOUND 4" CONCRETE MONUMENT (FCM)
- = FOUND 5/8" IRON ROD UNLESS OTHERWISE INDICATED (FIRC)
- A = ARC LENGTH (CURVE DATA)
- BRG = CHORD BEARING (CURVE DATA)
- DIST = CHORD LENGTH (CURVE DATA)
- CH = CHORD BEARING AND DISTANCE (CURVE DATA)
- D = DELTA ANGLE (CENTRAL ANGLE) (CURVE DATA)
- R = RADIUS (CURVE DATA)
- D.E. = DRAINAGE EASEMENT
- DOC# = ORANGE COUNTY OFFICIAL RECORDS DOCUMENT NUMBER
- D.U.E. = DRAINAGE AND UTILITY EASEMENT
- ID = IDENTIFICATION NUMBER
- (R) = RECORD
- Q = CENTERLINE
- CCR# = CERTIFIED CORNER RECORD NUMBER
- ID# = IDENTIFICATION NUMBER
- LB = LICENSED BUSINESS

- NT = NON TANGENT
- (NR) = NON RADIAL
- N.T.S. = NOT TO SCALE
- ORB = OFFICIAL RECORD BOOK
- OS = OPEN SPACE
- P.A.D.E. = PRIVATE ACCESS & DRAINAGE EASEMENT
- P.B. = PLAT BOOK
- PG. = PAGE
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PT = POINT OF TANGENCY
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT OF WAY
- U.E. = UTILITY EASEMENT
- SEC = TYPICAL
- TYP. = TYPICAL
- P.A.E. = PRIVATE ACCESS EASEMENT
- P.D.E. = PRIVATE DRAINAGE EASEMENT

DETAIL
TYPICAL LOT DIMENSIONS



SHEET INDEX

- SHEET 1 OF 3 - LEGAL DESCRIPTION, SURVEYORS NOTES, & DEDICATION
- SHEET 2 OF 3 - BOUNDARY INFORMATION, LEGEND & GEOMETRY
- SHEET 3 OF 3 - GEOMETRY & EASEMENT DETAILS

22-1187



ROBERT A. ELLIS, PLS
ELLIS SURVEYS LLC LB #7970
P.O. BOX 160952
Altamonte Springs, FL 32716

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BY 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.

DELANEY RESERVE
LANDS SITUATED IN
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND

LEGAL DESCRIPTION:

THE EAST 600.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1354.07 FEET THEREOF, EXCEPT THE SOUTH 690.00 FEET THEREOF, EXCEPT THE EAST 40.0 FEET THEREOF FOR RIGHT OF WAY FOR STATE ROAD 15-A AND EXCEPT THE NORTH 210.00 FEET OF THE SOUTH 1000.00 FEET OF THE WEST 200.00 FEET OF THE EAST 240.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7.

TOGETHER WITH RIGHTS OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THAT PORTION OF THE NORTH 185 .00 FEET OF THE SOUTH 975.00 FEET OF THE WEST 200.00 FEET OF THE EAST 240.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 975.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7 WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 15-A, RUN THENCE SOUTH 01°31'08" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 24.50 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°31'08" EAST A DISTANCE OF 160.50 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 01°31'08" WEST A DISTANCE OF 160.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 89°24'05" AND A RADIUS OF 10.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.60 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 21.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 90°35'55" AND A RADIUS OF 30.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.44 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 01°31'08" EAST A DISTANCE OF 140.18 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 01°31'08" WEST A DISTANCE OF 152.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 43°37'12" AND A RADIUS OF 24.50 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 46°58'43" AND A RADIUS OF 50.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.00 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 89°04'47" EAST A DISTANCE OF 116.52 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 610.07 FEET OF THE NORTH 1354.07 FEET OF THE EAST 600.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; EXCEPT THEREFROM THE EAST 40.00 FEET FOR RIGHT OF WAY OF STATE ROAD NO. 15-A.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES DESCRIBED IN OFFICIAL RECORDS BOOK 4852, PAGE 4488, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEYOR'S NOTES TO PLAT

- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
- ALL BEARINGS SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR).
- ALL DEVELOPMENT SHALL BE IN ACCORD WITH AND SUBJECT TO THE CITY OF DELAND LAND DEVELOPMENT CODE, AS AMEMDED FROM TIME TO TIME AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.
- IN ACCORDANCE WITH CHAPTER 177.091.9, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL MONUMENTS HAVE BEEN PLACED AT ALL LOT CORNERS, POINTS OF INTERSECTIONS AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.

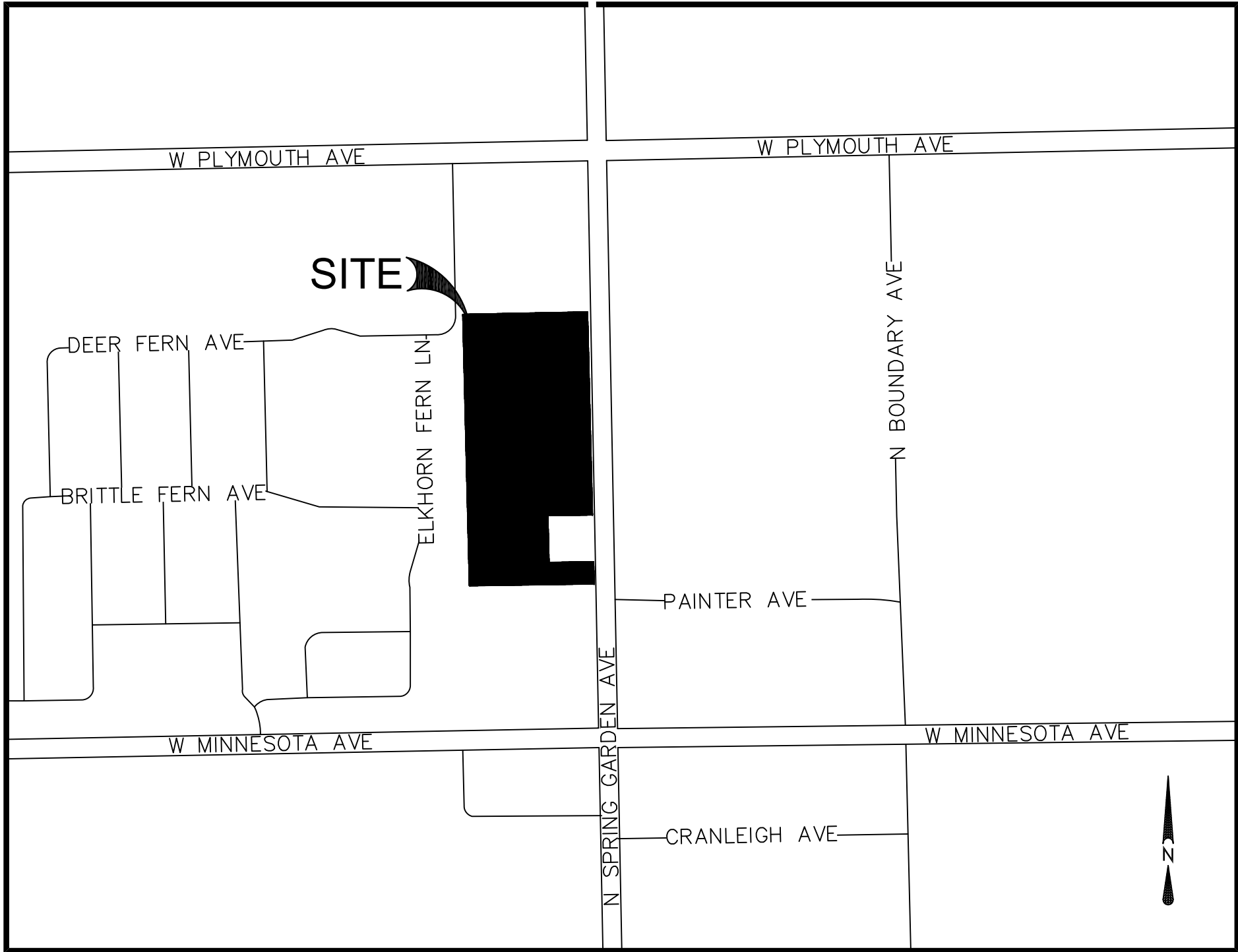
SHEET INDEX

SHEET 1 OF 2 - Legal Description, Dedications Surveyor's Notes

SHEET 2 OF 2 - Boundary information, Legend and Geometry

VICINITY MAP

NOT TO SCALE



22-1187



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QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

THAT THE UNDERSIGNED, being a licensed land surveyor, registered in the State Of Florida, DOES HEREBY CERTIFY THAT ON _____, he completed the survey of the lands as shown in the foregoing plat, this plat was prepared under my direct supervision and is a correct representation of the lands therein described and platted ORB subdivided; this plat complies with all requirements of Chapter 177, Florida Statutes; that permanent control points have been/ will be placed as shown as required by Chapter 177, Florida Statutes; and that said land is located in Section 06, Township 22 South, Range 28 East, Orange County, Florida.

Dated: _____
Florida Registration Number LS 3880

Signed: _____
ROBERT A. ELLIS, PLS
ELLIS SURVEYS LLC LB #7970
PO BOX 160952
Altamonte Springs, FL 32716

PLAT BOOK: _____ PAGE: _____

DELANEY RESERVE

DEDICATION

KNOW ALL BY THESE PRESENTS, That CAP 5 DEVELOPMENT, LLC, an OHIO limited liability company, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed. The Ingress/Egress and Utility easement as shown hereon is dedicated to the perpetual use of the public.

A perpetual, non-exclusive easement for access over all internal roadways and paved areas is hereby granted to the City of Deland and other applicable authorities for law enforcement, fire and other emergency services.

IN WITNESS THEREOF, CAP 5 DEVELOPMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY has caused these presents to be signed by the officers named below on _____

Date: _____

CAP 5 DEVELOPMENT, an
OHIO Limited Liability Company

By: _____
Signed

Printed Name: _____ Title: _____

Signed in the presence of: _____

By: _____

Printed Name _____

By: _____

Printed Name _____

STATE OF _____ COUNTY OF _____

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared CAP 5 DEVELOPMENT, LLC, a FLORIDA Limited Liability Company and acknowledge the foregoing dedication and the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me or has produced the following identification _____

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC _____

Printed Name _____

My Commission Expires _____

Commission Number _____

CERTIFICATE OF APPROVAL BY THE CITY ENGINEER

I HERBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY SPECIFICATIONS AND STANDARDS AND ALL APPLICABLE REGULATIONS IN THE SPRING GARDEN TOWNHOMES SUBDIVISION OR THAT GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-148 HAS BEEN RECEIVED.

CITY ENGINEER _____ DATE _____

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

THE DELAND CITY COMMISSION HEREBY APPROVES THE FINAL PLAT FOR THE SPRING GARDEN TOWNHOMES SUBDIVISION.

DATE: _____(SEAL)

PRINTED NAME _____MAYOR, CITY OF DELAND

CERTIFICATE OF CLERK

I HERBY CERTIFY, THAT I HAVE EXAMENED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS IN CHAPTER 177 FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023 AT _____ AM/PM.
FILE NO.: _____

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FL.

CERTIFICATE OF REVIEW BY SURVEYOR FOR CITY

I HERBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR THE CONFORMITY TO THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES. NO CONFIRMATION OF MATHEMATICAL CLOSURE OR THE PLACEMENT OF PRMS AND PCPS IN THE FIELD WAS MADE IN THIS REVIEW.

RANDALL L. ROBERTS, RLS _____ Date _____
FLORIDA REGISTRATION NUMBER 3144

TRIM LINE FOR COUNTY PLAT

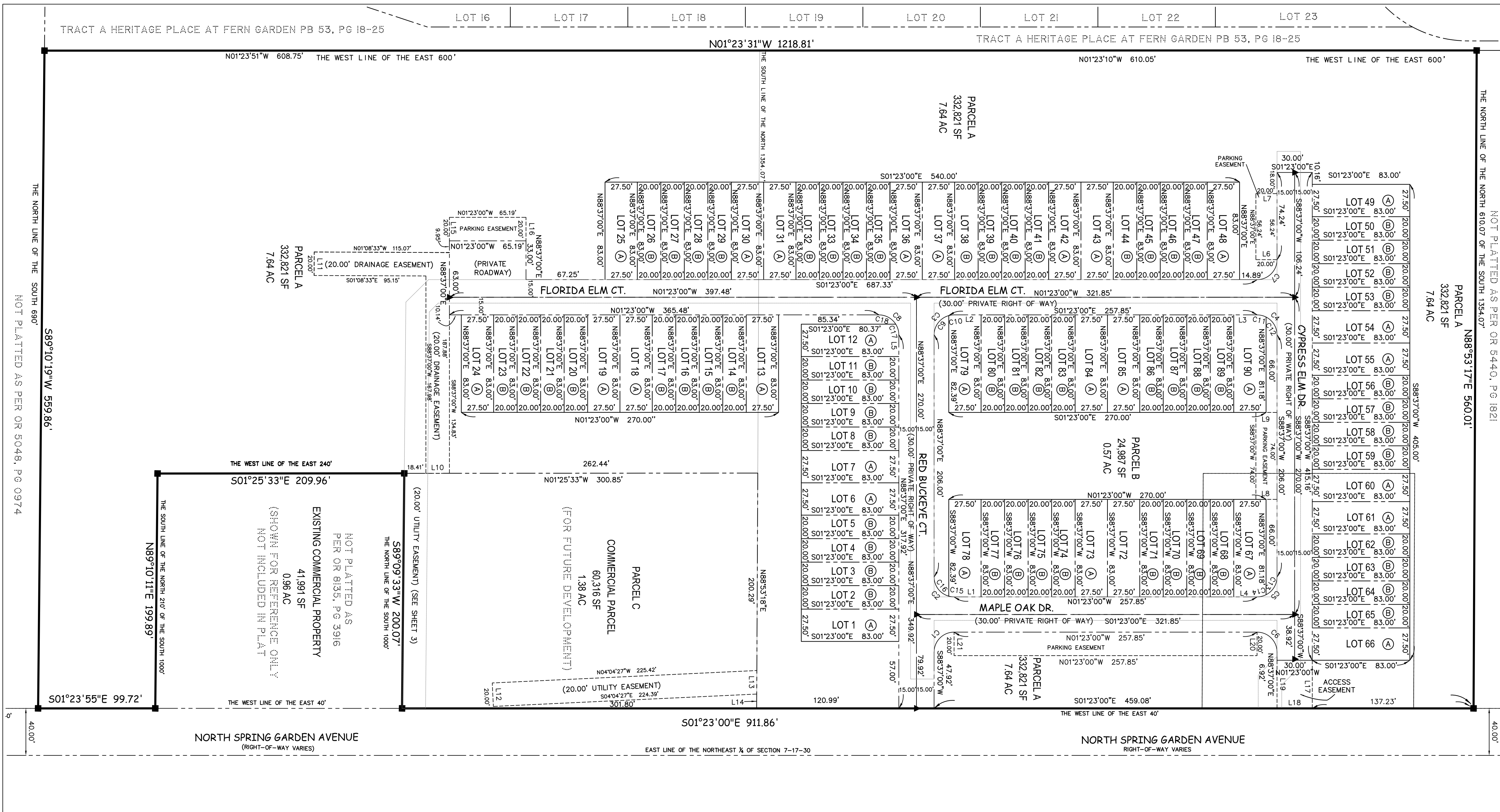
DELANEY RESERVE
LANDS SITUATED IN
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND

SHEET 1 OF 3

PLAT BOOK:

PAGE:

TRIM LINE FOR COUNTY PLAT



LINE TABLE:			CURVE TABLE:			LEGEND:		DETAIL	
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	■	NT = NON TANGENT	TYPICAL LOT DIMENSIONS	
L1	S01°23'00"E	23.00'	L22	N46°06'44"W	27.11'	▲	(NR) = NON RADIAL		
L2	N01°23'00"W	23.00'	L23	N01°23'00"W	20.00'	□	N.T.S. = NOT TO SCALE		
L3	N01°23'00"W	19.85'	L24	S46°23'02"E	22.63'	▣	ORB = OFFICIAL RECORD BOOK		
L4	S01°23'00"E	19.85'	L25	N88°36'58"E	19.99'	⊙	OS = OPEN SPACE		
L5	S88°37'00"W	18.42'	L26	S01°23'02"E	20.00'	A	P.A.D.E. = PRIVATE ACCESS & DRAINAGE EASEMENT		
L6	S01°23'00"E	18.00'	L27	S88°36'58"W	28.28'	BRG	P.B. = PLAT BOOK		
L7	N01°23'00"W	18.00'	L28	N46°23'02"W	22.63'	DIST	PG. = PAGE		
L8	S01°23'00"E	18.00'	L29	S88°37'00"W	30.64'	CH	PC = POINT OF CURVATURE		
L9	N01°23'00"W	18.00'	L30	S01°23'02"E	20.00'	D	PI = POINT OF INTERSECTION		
L10	S01°23'00"E	20.00'	L31	S46°08'44"E	10.66'	R	PT = POINT OF TANGENCY		
L11	S88°51'27"W	20.00'	L32	S01°23'02"E	20.00'	D.E.	POB = POINT OF BEGINNING		
L12	S85°56'33"W	20.00'				DOC#	POC = POINT OF COMMENCEMENT		
L13	N88°53'18"E	20.03'				D.U.E.	PCP = PERMANENT CONTROL POINT		
L14	N88°53'15"E	12.20'				ID	PRM = PERMANENT REFERENCE MONUMENT		
L15	N88°36'58"E	20.00'				(R)	R/W = RIGHT OF WAY		
L16	S88°36'58"W	20.00'				Q	U.E. = UTILITY EASEMENT		
L17	N88°37'00"E	41.00'				CRC#	SEC = TYPICAL		
L18	S01°23'02"E	30.00'				ID#	TYP. = TYPICAL		
L19	S88°37'00"W	41.00'				LB	P.A.E. = PRIVATE ACCESS EASEMENT		
L20	N88°36'58"E	20.00'					P.D.E. = PRIVATE DRAINAGE EASEMENT		
L21	S88°37'00"W	20.00'							

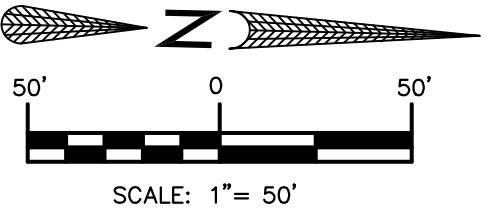
ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellisurveys.com

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P.O. BOX 160952
Altamonte Springs, FL 32716

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SHEET INDEX

- SHEET 1 OF 3 - LEGAL DESCRIPTION, SURVEYORS NOTES, & DEDICATION
- SHEET 2 OF 3 - BOUNDARY INFORMATION, LEGEND & GEOMETRY
- SHEET 3 OF 3 - GEOMETRY & EASEMENT DETAILS



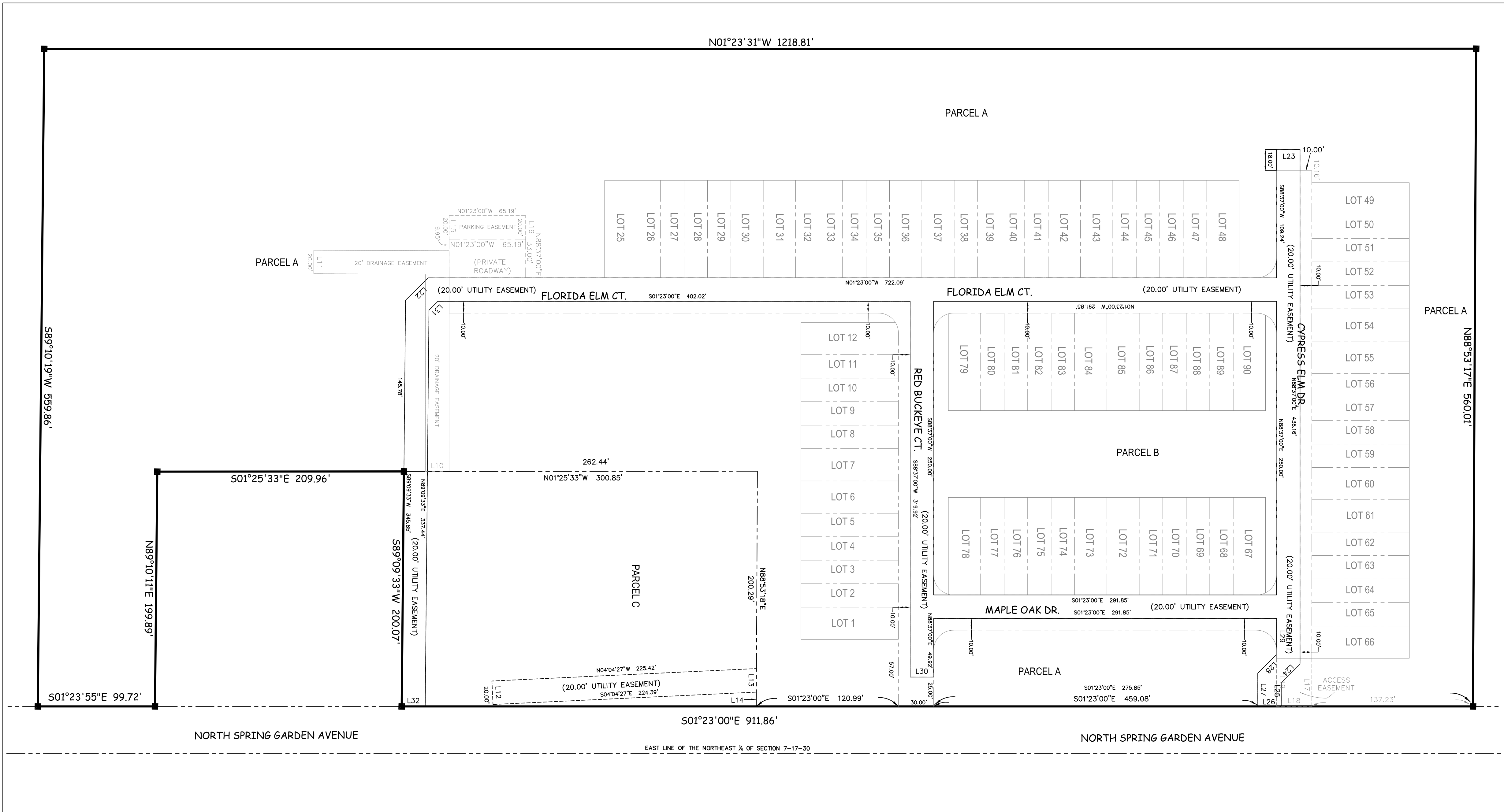
DELANEY RESERVE
LANDS SITUATED IN
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND

SHEET 3 OF 3

PLAT BOOK:

PAGE:

TRIM LINE FOR COUNTY PLAT



LINE TABLE:

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S01°23'00"E	23.00'	L22	N46°06'44"W	27.11'
L2	N01°23'00"W	23.00'	L23	N01°23'00"W	20.00'
L3	N01°23'00"W	19.85'	L24	S46°23'02"E	22.63'
L4	S01°23'00"E	19.85'	L25	N88°36'58"E	19.99'
L5	S88°37'00"W	18.42'	L26	S01°23'02"E	20.00'
L6	N01°23'00"E	18.00'	L27	S88°36'58"W	28.28'
L7	N01°23'00"W	18.00'	L28	N46°23'02"W	22.63'
L8	S01°23'00"E	18.00'	L29	S88°37'00"W	30.64'
L9	N01°23'00"W	18.00'	L30	S01°23'02"E	20.00'
L10	S01°23'53"E	20.00'	L31	S46°08'44"E	10.66'
L11	S88°51'27"W	20.00'	L32	S01°23'02"E	20.00'
L12	S85°56'33"W	20.00'			
L13	N88°53'18"E	20.03'			
L14	N88°53'18"E	12.20'			
L15	N88°36'58"E	20.00'			
L16	S88°36'58"W	20.00'			
L17	N88°37'00"E	41.00'			
L18	S01°23'02"E	30.00'			
L19	S88°37'00"W	41.00'			
L20	N88°36'58"E	20.00'			
L21	S88°37'00"W	20.00'			

CURVE TABLE:

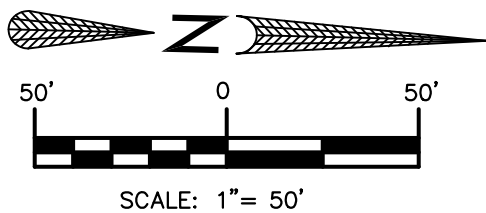
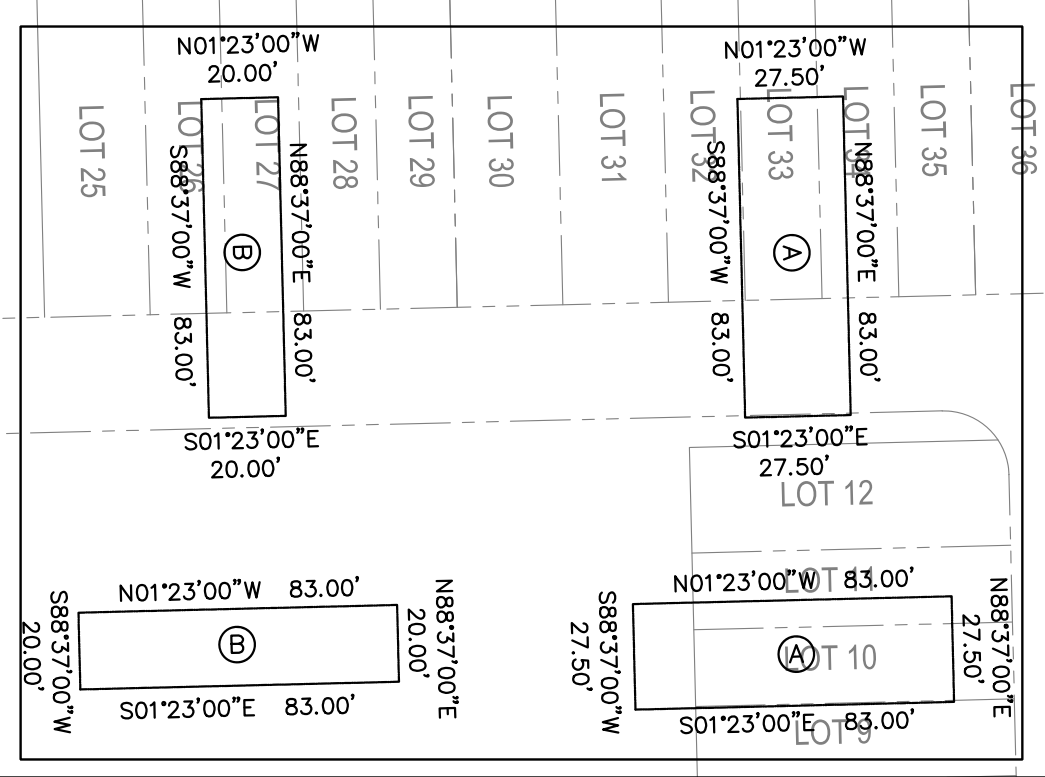
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	17.00'	26.70'	24.04'	N46°23'00"W	90°00'00"
C2	17.00'	26.70'	24.04'	S43°37'00"W	90°00'00"
C3	17.00'	26.70'	24.04'	N46°23'00"W	90°00'00"
C4	17.00'	26.70'	24.04'	N43°37'00"E	90°00'00"
C5	17.00'	26.70'	24.04'	S46°23'00"E	90°00'00"
C6	17.00'	26.70'	24.04'	N43°37'00"E	90°00'00"
C7	17.00'	26.70'	24.04'	S46°23'00"E	90°00'00"
C8	17.00'	26.70'	24.04'	N43°37'00"E	90°00'00"
C9	17.00'	22.15'	20.62'	N54°03'29"W	74°39'02"
C10	17.00'	4.55'	4.54'	N09°03'29"W	15°20'58"
C11	17.00'	7.94'	7.86'	N11°59'18"E	26°44'37"
C12	17.00'	18.77'	17.83'	N56°59'18"E	63°15'23"
C13	17.00'	18.77'	17.83'	S59°45'19"E	63°15'23"
C14	17.00'	7.94'	7.86'	S14°45'19"E	26°44'37"
C15	17.00'	4.55'	4.54'	S06°17'29"W	15°20'58"
C16	17.00'	22.15'	20.62'	S51°17'29"W	74°39'02"
C17	17.00'	9.58'	9.45'	S72°28'28"W	32°17'03"
C18	17.00'	17.12'	16.41'	S27°28'28"W	57°42'57"

LEGEND:

- = SET 4"x4" CONCRETE MONUMENT (PRM-LB7970)
- ▲ = SET NAIL & DISK (PCP-LB7970)
- = FOUND 4" CONCRETE MONUMENT (FCM)
- = FOUND 5/8" IRON ROD UNLESS OTHERWISE INDICATED (FIRC)
- A = ARC LENGTH (CURVE DATA)
- BRG = CHORD BEARING (CURVE DATA)
- DIST = CHORD LENGTH (CURVE DATA)
- CH = CHORD BEARING AND DISTANCE (CURVE DATA)
- D = DELTA ANGLE (CENTRAL ANGLE) (CURVE DATA)
- R = RADIUS (CURVE DATA)
- D.E. = DRAINAGE EASEMENT
- DOC# = ORANGE COUNTY OFFICIAL RECORDS DOCUMENT NUMBER
- D.U.E. = DRAINAGE AND UTILITY EASEMENT
- ID = IDENTIFICATION NUMBER
- (R) = RECORD
- Q = CENTERLINE
- CCR# = CERTIFIED CORNER RECORD NUMBER
- ID# = IDENTIFICATION NUMBER
- LB = LICENSED BUSINESS

- NT = NON TANGENT
- (NR) = NON RADIAL
- N.T.S. = NOT TO SCALE
- ORB = OFFICIAL RECORD BOOK
- OS = OPEN SPACE
- P.A.D.E. = PRIVATE ACCESS & DRAINAGE EASEMENT
- P.B. = PLAT BOOK
- PG. = PAGE
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PT = POINT OF TANGENCY
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT OF WAY
- U.E. = UTILITY EASEMENT
- SEC = TYPICAL
- TYP. = TYPICAL
- P.A.E. = PRIVATE ACCESS EASEMENT
- P.D.E. = PRIVATE DRAINAGE EASEMENT

DETAIL
TYPICAL LOT DIMENSIONS



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22-1187



ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellisurveys.com

ROBERT A. ELLIS, PLS
ELLIS SURVEYS LLC LB #7970
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PLANNING STAFF REPORT **to** **PLANNING BOARD**

September 13, 2023

APPLICATION: PSB23-057

SUBJECT: Spring Garden Townhomes

1. **Location:** Parcel No. 700700000043
2. **Applicant:** Mark Watts, Cobb Cole
3. **Size:** 14.72 ± acres
4. **Existing Zoning & Land Use:**

Land Use: Highway Com'l

Zoning: Spring Garden Townhomes PD
5. **Surrounding Conditions:**



SURROUNDING USE:

SURROUNDING ZONING:

North	Highway Commercial	C-2 (General Commercial)
South	Highway Commercial	C-2 (General Commercial)
	Medium Density Residential	R-16 (Multi-family)
East	Highway Commercial	C-2 (General Commercial)
West	Low Density Residential	R-1AA (Single-family)

6. **Applicable Regulations:** Land Development Regulations, Article 13.

Subdivision of land Sec. 33-146.05,
7. **Physical Characteristics:** The heavily wooded site is vacant and undeveloped.
8. **Public Utilities and Service:**

Water: The proposed development will be served by City potable water facilities.

Sewer: The proposed development will be served by City sanitary sewer facilities.

Irrigation: The proposed development will be served by City reclaimed water facilities.

Stormwater: Stormwater management will be addressed on-site.

Electricity: The site is served by Duke Energy.

9. Type of Development:

The project site is vacant/undeveloped land located on the west side of Spring Garden Ave. between Plymouth and Minnesota Avenues. The applicant seeks to develop the subject property into a 90-unit multi-family residential development. The property was rezoned from C-2 (General Commercial) to Spring Garden Townhomes PD and the development agreement allows the development of residential and commercial use. A use for the

commercial portion of the property has not yet been determined and it will be developed separately from the residential portion. The residential development also proposes to include 2 open spaces/stormwater ponds which will double as amenity spaces (playgrounds etc.) for the residents.

10. Analysis:

- The development is comprised of 90 townhouse units and access to the development will be provided via a full access driveway on Spring Garden. The Fire Department requires an emergency access road to be able to support a fire truck. A 20-foot wide emergency access point, using grass pavers that will support the vehicles including a gate will be provided along the roadway.
- The property is adjacent to a residential subdivision to the west and some of the existing vegetation will be maintained to serve as a buffer between the uses.
- The applicant requested a waiver of the full TIA for the residential portion of the development asserting that it would not be warranted. The TIA guidelines required an analysis of the overall tract, residential and commercial, in order to determine the full impacts to traffic in the area. It was concluded that based on the results of the trip generation analyses for both development scenarios a TIA would not be required. In the event, however, when the commercial tract is actually proposed for development with a specific use, the City may require a traffic impact analysis. Since the total trips for daily and p.m. peak-hour do not exceed the thresholds based on both scenarios, it was recommended that the requirement for a TIA be waived for the Spring Garden Townhome project at this time .
- The city will own/maintain the internal potable water system and hydrants and reclaimed water will be used for irrigation of the property. The sewer system will be maintained by the HOA.

On July 20, 2023 the Technical Review Committee voted unanimously to forward the application to the September 13, 2023 Planning Board meeting conditioned upon receiving the revised plans by July 31, 2023. Updated plans were submitted.

There are a number of comments generated by the City's Forester that have not been completed as of the time of this report. The comments deal with specific tree issues such as historic trees, specimen tree replacement and plant schedule (see attached comments).

Additionally, the city's review architect issued concerns about the building architecture , its lack of variety in shape, size and color that has yet to be addressed.

E. STAFF RECOMMENDATION:

Staff recommends approval of the plat by the Planning Board, subject to all remaining comments being satisfied and that the plans be forwarded to City Commission for review, after all comments have been addressed.

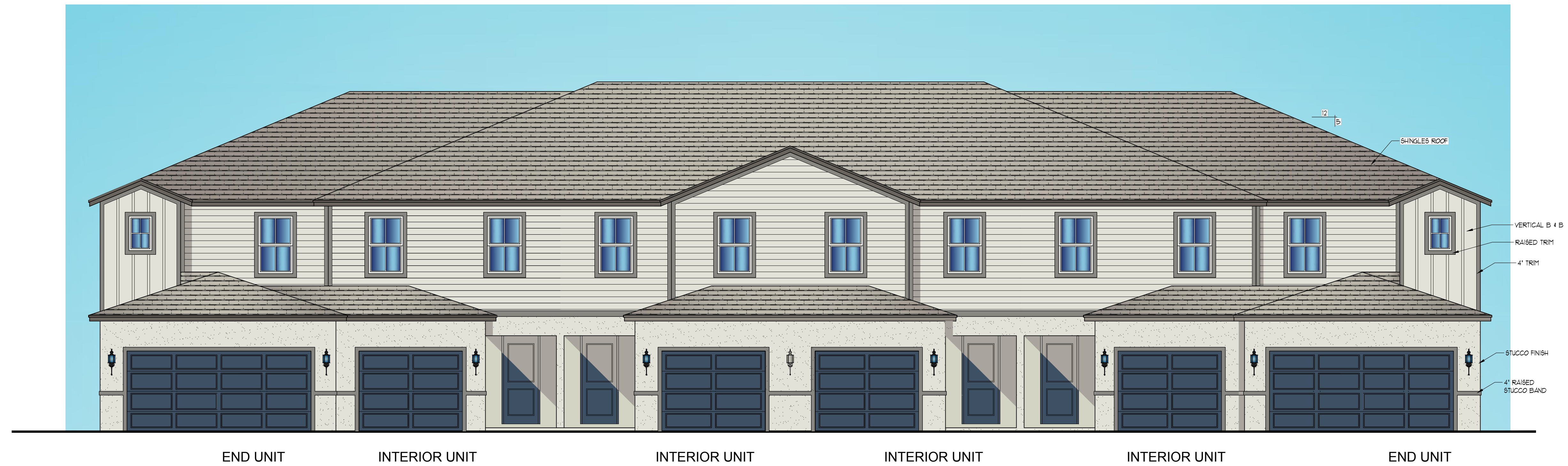


LEGEND

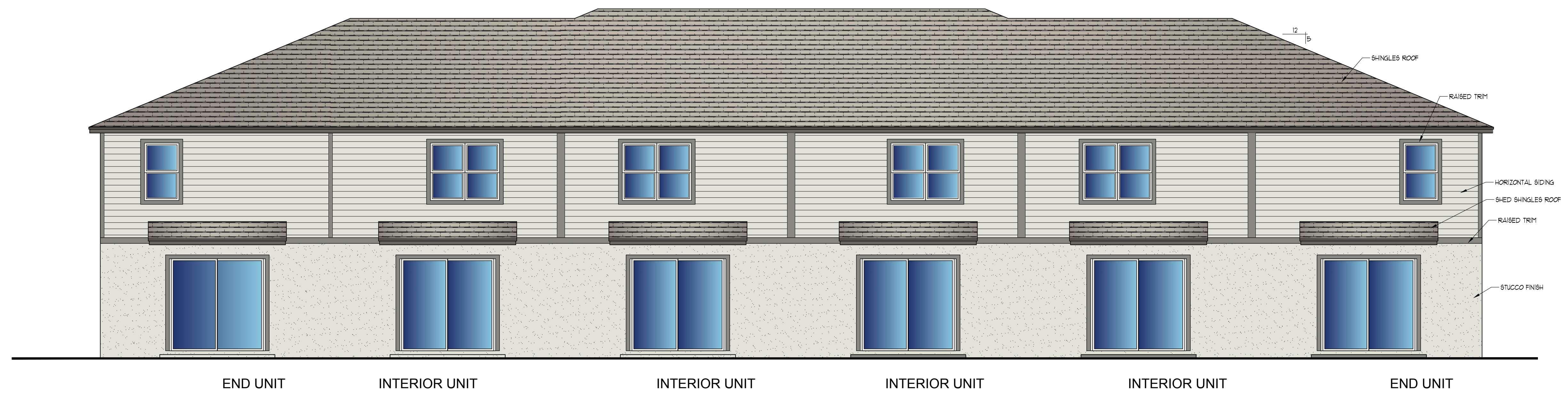
- Proposed Townhomes
- Proposed Water Quality Dry Pond
- Proposed Trail
- Tree Preservation Areas

0 25 50 100

z

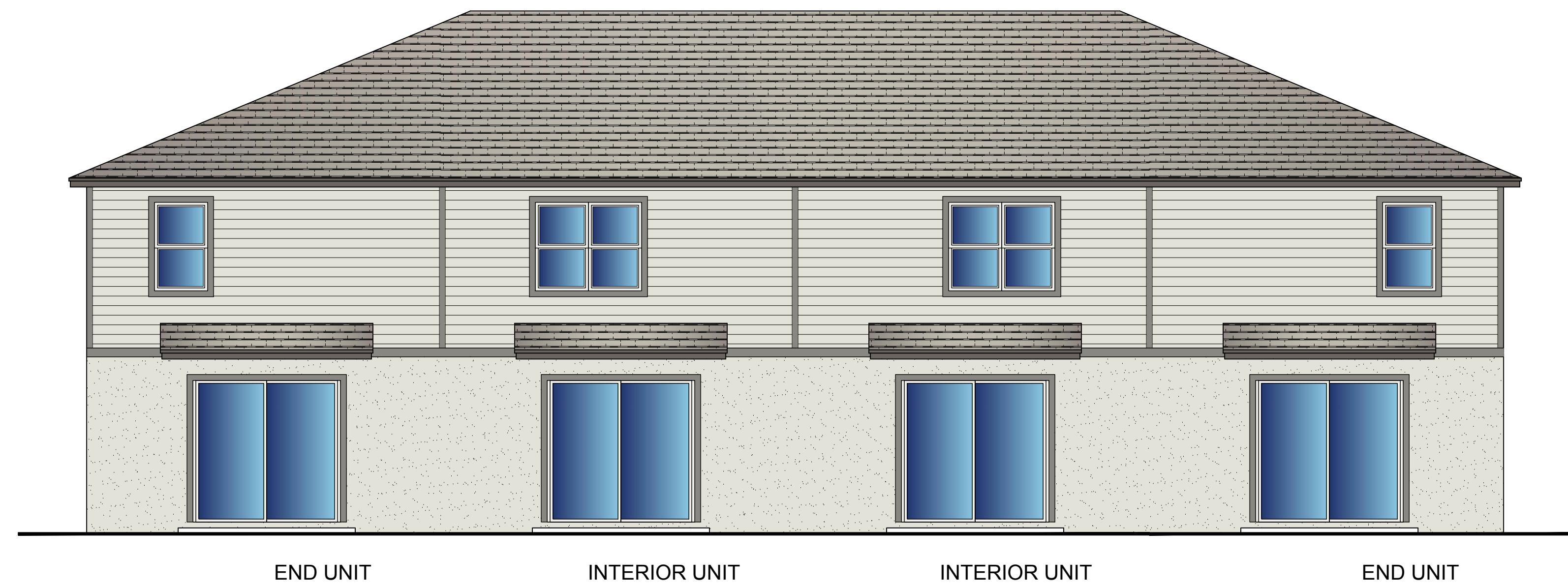
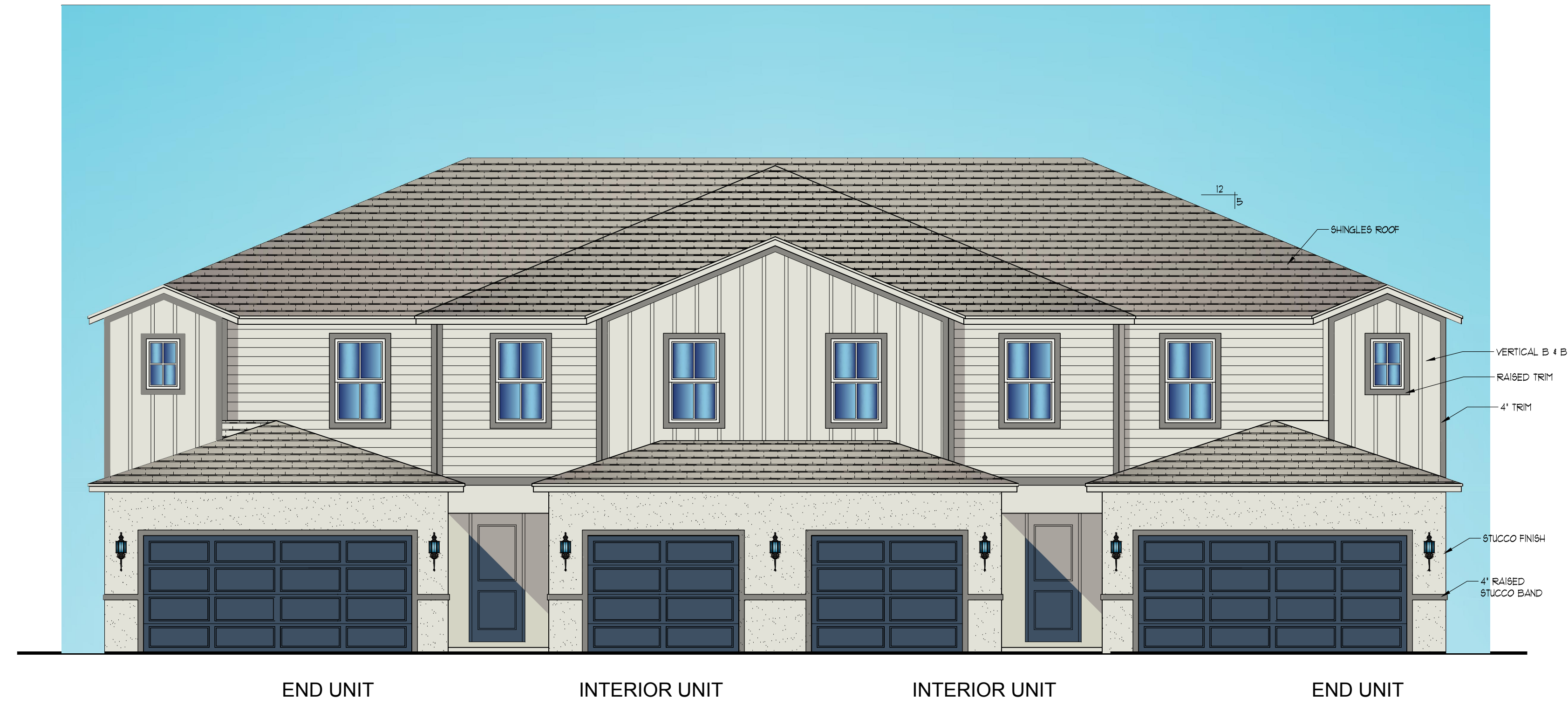


FRONT ELEVATION
SCALE: 3/16" = 1'-0"

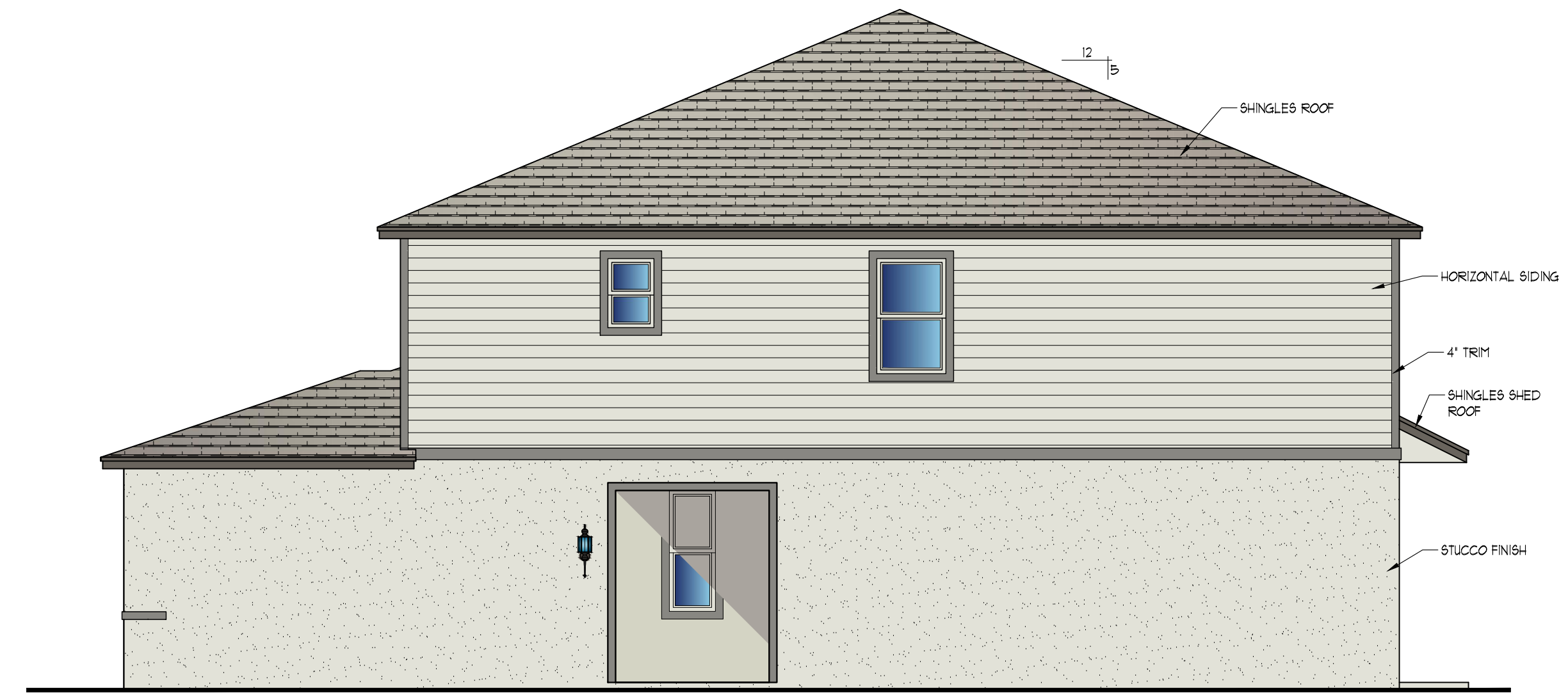


REAR ELEVATION
SCALE: 3/16" = 1'-0"

6 UNIT DELAND TOWNHOMES



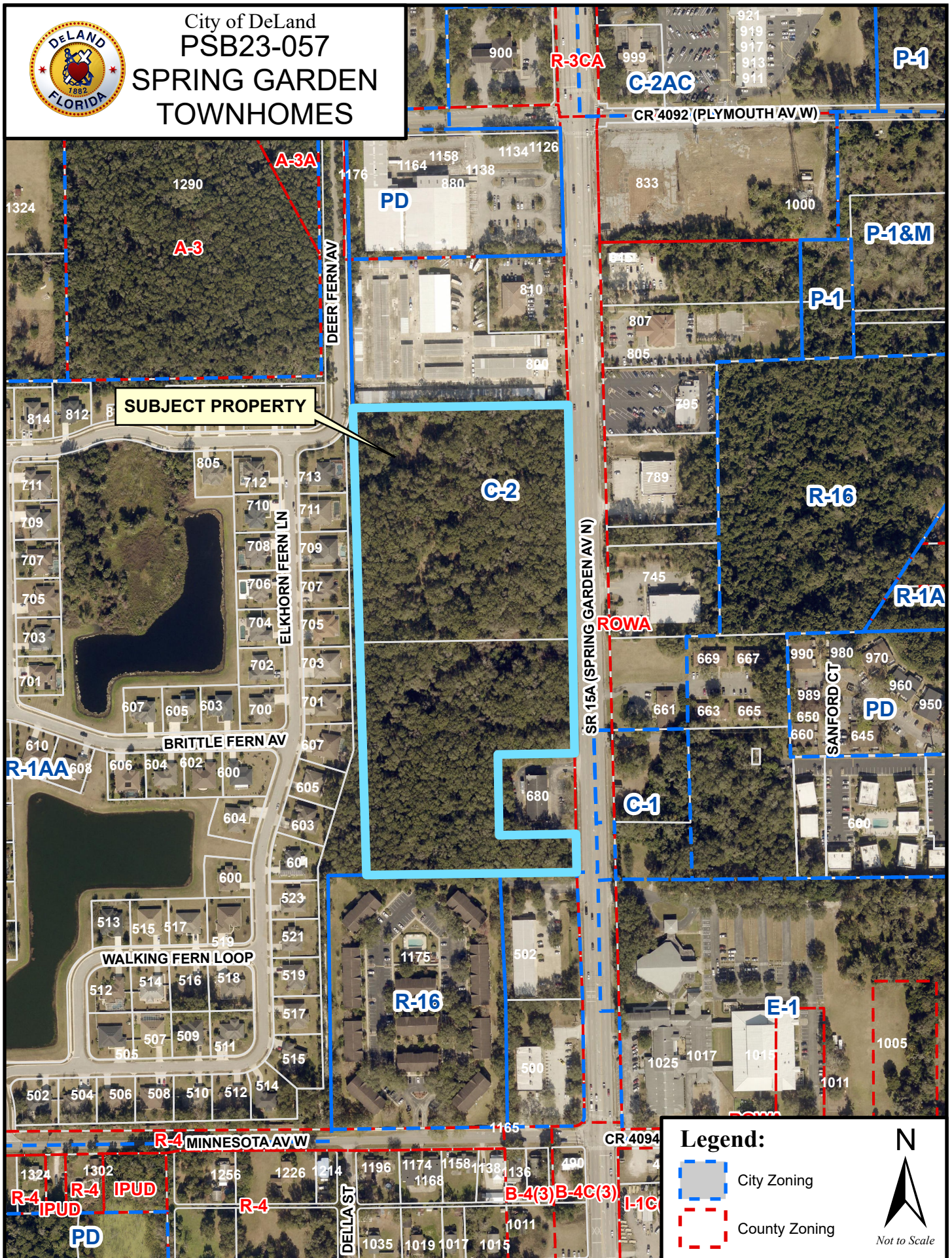
4 UNIT DELAND TOWNHOMES



SIDE ELEVATION
SCALE: 3/16" = 1'-0"
END UNIT

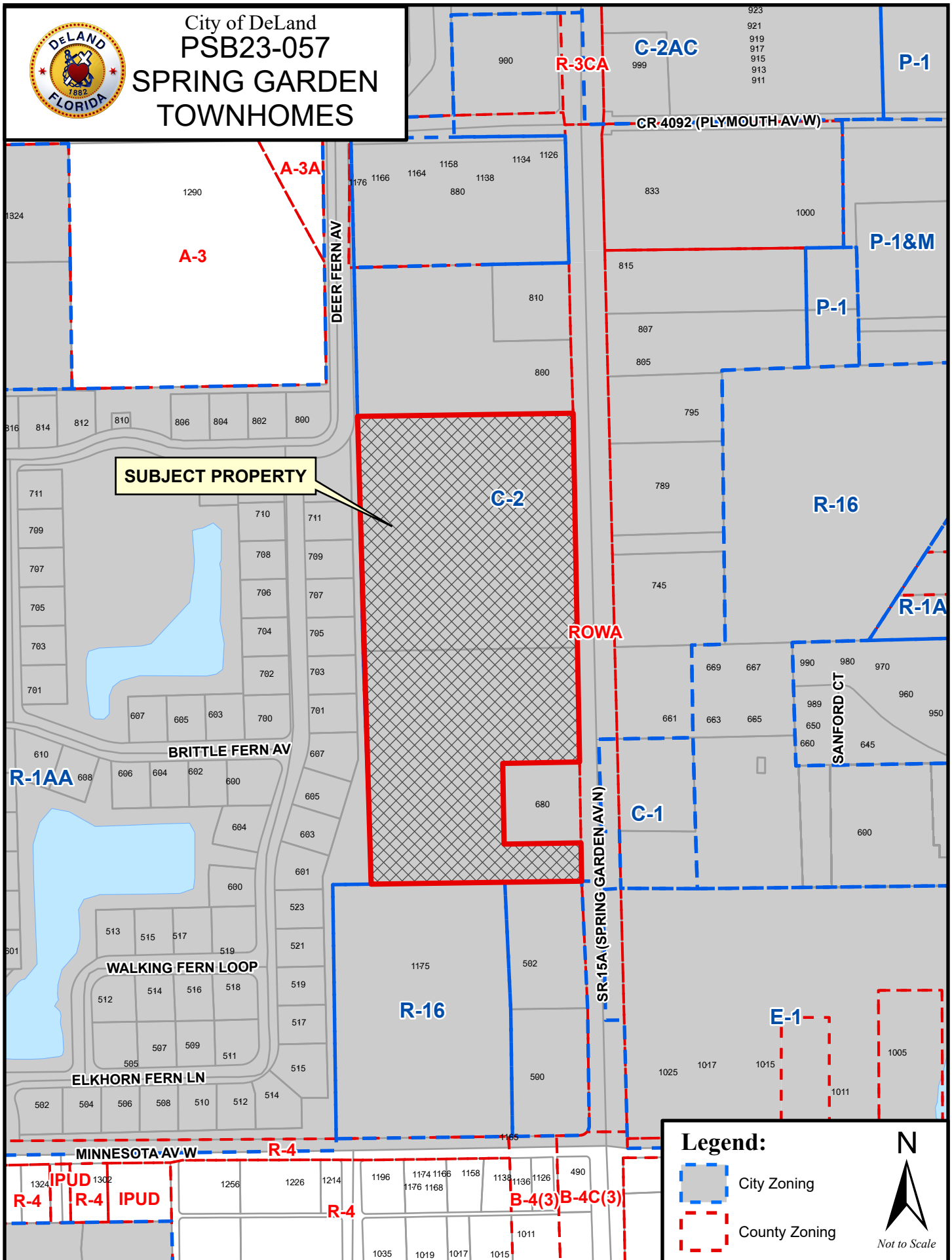


City of DeLand
PSB23-057
SPRING GARDEN
TOWNHOMES





City of DeLand
PSB23-057
SPRING GARDEN
TOWNHOMES



CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Resolution Approving Demolition of an Historic Single-Family Structure Located at 135 South Chandler Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, Staff Report - Historic Preservation Board 10-05-2023, Demolition Report, Proposed Plans, Vicinity Map

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

SUMMARY/HIGHLIGHT:

This property is located within the Downtown Support District and renovation work began in May 2023, resulting in a structural engineer deeming the structure unsafe and recommending demolition. The proposed future use of this property is to build a 2,060 square foot single-family house, contingent upon meeting all required zoning, density, parking, Land Development Regulations, and applicable Building Code requirements.

The Historic Preservation Board recommended approval at their Thursday, October 5, 2023 meeting, consistent with City Staff recommendation of approval.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Design and appearance, maintain and improve the aesthetic appearance throughout the City. Allowing a new single-family residence to be built will enhance the streetscape and appearance rather than a vacant structure causing blight.

SUSTAINABILITY:

The demolition of this single-family residence provides an opportunity for new development on site, contributing to the existing neighborhood.

FISCAL IMPACT:

This demolition is initiated by the applicant, and will be carried out by the applicant, with no financial cost to the City. Once the new single-family residence is rebuilt, it will add ad-valorem taxes instead of being vacant.

RECOMMENDATION:

It is recommended that the City Commission approve the demolition of the structure.

BACKGROUND/DISCUSSION:

This structure was constructed in 1937 per the Volusia County Property Appraiser. Therefore, it is a historic structure as defined in our Land Development Regulations. The applicant applied for a building permit in May 2023 to completely renovate this structure. In the process of renovation, the owner hired a structural engineer to inspect the property and provide a full report of the structural integrity of the building and determine if repairs could be completed to preserve the original structure. The structural engineer deemed the structure unsafe and

provided the attached structural report, recommending that the best use of the property would be to demolish and rebuild.

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING DEMOLITION OF A BUILDING CONSTRUCTED
PRIOR TO 1950, LOCATED AT 135 SOUTH CHANDLER AVENUE;
PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Jose Esquilin, on behalf of the owner, ORIPAU & MSI, LLC submitted a building permit application for demolition of a building built prior to 1950, located at 135 S. Chandler Avenue; and

WHEREAS, the structure is not designated as historically significant, is not located in a historic district, and is not considered a contributing structure; and

WHEREAS, on October 5, 2023, the Historic Preservation Board recommended approval for the demolition of the structure located at 135 S. Chandler Avenue; and

WHEREAS, the City Commission of the City of DeLand finds that it is in the best interests of the citizens of the City of DeLand to demolish the structure given the structure's lack of historic significance.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of a building constructed prior to 1950, located at 135 South Chandler Avenue.

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

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



DATE: October 5, 2023

TO: Historic Preservation Board

FROM: Emily Ragusa, *Community Development & Historic Resource Coordinator*

RE: **Historic Preservation Review (Demolition) for Single-Family residence at 135 South Chandler Ave.**
Application No.: HPB23-202
Applicant: Jose Esquilin
Owner: ORIPAU & MSI, LLC

Property Information

Address: 135 S. Chandler Ave.
Zoning District: R-1

Current Use: Vacant Residential
Site File #: None on file

Original Structure Information

No Florida Master Site File Structure Form on file, Per the Volusia County Property Appraiser, the building was built in 1937.

Description of Proposed Work:

This property is located within the Downtown Support District. The applicant applied for a building permit in May 2023 to completely renovate this structure. In the process of renovation, the owner hired a structural engineer to inspect the property and provide a full report of the structural integrity of the building and determine if repairs could be completed to preserve the original structure. The structural Engineer deemed the structure unsafe and provided the attached structural report. The applicant is now seeking approval for a demolition of the single-family residence. The proposed future use of this property is to build a 2,060 square foot single-family house, contingent upon meeting all required zoning, density, parking, Land Development Regulations, and applicable Building Code requirements.

Staff Analysis

Since 2019, this property has had numerous code enforcement cases. In May 2023, work on this property began for a complete renovation of the interior as well as some exterior work. Due to this structure being outside of the Downtown Historic District, Garden District, and Stetson District, the work did not require Historic Preservation Board approval. However, the demolition requires Historic Preservation Board and City Commission approval, due to the age of the structure (constructed prior to 1950).. The structural report from the Licensed Structural Engineer states that their professional recommendation is to demolish the structure, and rebuild adhering to the Florida Building Code.

Guidance from DeLand Land Development Regulations

Land Development Regulations Section 33-35 outlines demolitions requirements in the City of DeLand.

33-35.01. Generally.

(a) Purpose and intent. The purpose of this section is to ensure that historic properties are protected from neglect or premature demolition by providing the following procedure for review.

No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a building or structure constructed prior to 1950 shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found.

1. Issuance of demolition permit shall be guided by the following factors:

a. The historic or architectural significance of the building, structure, or object;

Neither, the City of DeLand nor the State of Florida have a Florida Master Site File for this property due to this property not having been surveyed in the past. Therefore, we are unaware of any historical significance this property may have had. The structure was constructed in 1937.

b. The importance of the building, structure, or object to the ambiance of a district;

This property is not located within a designated historic district, but is located within our Downtown support district.

c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

The front façade has a unique wood shingle material and texture which is unique and differs from other structures on the same street.

d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region;

On S. Chandler Avenue, there is a mix of properties, most of which were constructed in the 1970's through the early 2000's. The structure at 135 S. Chandler Avenue was constructed in 1937. There are no other properties on this section of S. Chandler Avenue that were constructed prior to the 1970's. Being the oldest structure on the block, this home has unique architectural elements. .

e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;

The applicant has included redevelopment plans for this property, which are attached. The proposed plans are preliminary and not approved and they are currently under review by the City Planning and Building departments to ensure they meet the applicable codes.

f. Whether reasonable measures can be taken to save the building, structure, or object from collapse; and

The property owners had planned to rehabilitate the structure, but the provided structural report states that due to the severity of the structural damage, the structure is unsafe and the most effective solution would be to demolish and rebuild.

g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

Per the structural report, the cost to repair the damage exceeds 50% or more of the market value of the structure before the improvements or repairs have been started. Understanding this, the most cost effective and reasonable means of earning economic return would be to demolish and rebuild.

Staff Recommendation:

The request is consistent with the City's Land Development Regulation Section 33-35.01. Particularly, due to the danger posed to life, health and safety, staff recommends approval of this demolition application as presented.

Historic Preservation Board shall take one of the following actions (LDR Section 33-35.01(7))

1. Approve the demolition with an immediate effective date;
2. Approve the demolition with special modifications and conditions;
3. Delay the approval for demolition for a period of not less than 30 days nor more than 60 days to request additional information;
4. Deny the request for demolition.

Attachments:

Vicinity Map

Property Survey

Applicant's Narrative

Structural Recommendation Memo

August 24, 2023

ET23-0713

TO: Gabriel Rizzi
Oripau & MSI LLC
163 Reddish Egret Ct.
Davenport, FL 33897

RE: Structural Inspection
135 S Chandler Ave
Deland, FL 32724

Observation Report

GENERAL

Belt Engineering was contracted to perform a visual, non-destructive inspection of the structure located at the address listed above. Luis Anchundia performed the inspection on Thursday, August 10, 2023. The inspection was limited to the visible and accessible structural components of the property in reference above.

The structure is a pre-engineered frame wood building. The main exterior of the structure is wood with wood panel finishes. The roof covering consists of a shingle roof system. The interior of the structure has a flat roof created by conventionally framed roof. Interior walls are drywall.

*For purposes of this report, front of building will be referenced as the north side.



Figure 1: North View of Structure



Figure 2: West View of Structure



Figure 3: South View of Structure

FIELD OBSERVATION PHOTOS

The following field observation photos were taken while on site at the above referenced inspection:



Figure 4



Figure 5



Figure 6



Figure 7



Figure 8



Figure 9



Figure 10



Figure 11



Figure 12



Figure 13



Figure 14



Figure 15



Figure 16



Figure 17



Figure 18



Figure 19



Figure 20



Figure 21



Figure 22



Figure 23



Figure 24



Figure 25



Figure 26



Figure 27



Figure 28



Figure 29



Figure 30



Figure 31



Figure 32



Figure 33



Figure 34



Figure 35



Figure 36



Figure 37



Figure 38



Figure 39



Figure 40



Figure 41



Figure 42



Figure 43



Figure 44



Figure 45



Figure 46



Figure 47



Figure 48



Figure 49



Figure 50



Figure 51



Figure 52



Figure 53



Figure 54



Figure 55



Figure 56



Figure 57



Figure 58



Figure 59



Figure 60



Figure 61



Figure 62



Figure 63



Figure 64



Figure 65

COMMENTARY

SUBSTANTIAL DAMAGE

For the purpose of determining compliance with the flood provisions of this code, damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT

For the purpose of determining compliance with the provisions of this code, any *repair*, *alteration*, *addition*, or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure, before the improvement or *repair* is started. If the structure has sustained *substantial damage*, any repairs are considered *substantial improvement* regardless of the actual *repair* work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the *code official* and that is the minimum necessary to ensure safe living conditions; or
2. Any *alteration* of a historic structure, provided that the *alteration* will not preclude the structure's continued designation as a historic structure.

SUBSTANTIAL STRUCTURAL DAMAGE. A condition where one or both of the following apply:

1. The vertical elements of the lateral force-resisting system have suffered damage such that the lateral load carrying capacity of any story in any horizontal direction has been reduced by more than 33 percent from its pre-damage condition.
2. The capacity of any vertical component carrying gravity load, or any group of such components, that supports more than 30 percent of the total area of the structure's floor(s)



and roof(s) has been reduced more than 20 percent from its pre-damage condition and the remaining capacity of such affected elements, with respect to all dead and live loads, is less than 75 percent of that required by this code for new buildings of similar structure, purpose and location.

UNSAFE

Buildings, structures or equipment that are unsanitary, or that are deficient due to inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or in which the structure or individual structural members meet the definition of “*Dangerous*,” or that are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance shall be deemed unsafe. A vacant structure that is not secured against entry shall be deemed unsafe.

SUBSTANTIAL STRUCTURAL DAMAGE TO VERTICAL ELEMENTS OF THE LATERAL FORCE-RESISTING SYSTEM

A building that has sustained *substantial structural damage* to the vertical elements of its lateral force-resisting system shall be evaluated in accordance with Section 406.2.2.1, and either repaired in accordance with Section 406.2.2.2 or repaired and rehabilitated in accordance with Section 406.2.2.3, depending on the results of the evaluation.

EVALUATION

The building shall be evaluated by a registered design professional, and the evaluation findings shall be submitted to the *code official*. The evaluation shall establish whether the damaged building, if repaired to its pre-damage state, would comply with the provisions of the Florida Building Code, Building for load combinations that include wind.

SUMMARY & RECOMMENDATIONS

In accordance with the 2020 Florida Building Code (FBC), 7th Edition – Existing Building (EB) we performed a visual, non-destructive evaluation of the conditions of the single-family building. We have provided the following opinions:

- 1. It is in my professional opinion as a licensed Structural Engineer that this house is currently in an unsafe condition. The amount of damage done to the main structural elements is severe. I recommend that the home owners consider tearing down the existing structure and rebuild. There is currently substantial structural damage and needs substantial improvement at the existing structure (see definition below). “Any repair, alteration, addition, or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure, before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed.”**



Structural Engineers | Design & Inspections
1503 W. Busch Blvd, Tampa FL 33612
P: (813) 961-3075 F: (813) 961-1031

2. Any work should be performed by a licensed Florida General Contractor and all appropriate permits pulled in accordance with local building code requirements.
3. Any construction documents should be designed by a professional engineer licensed and insured in the State of Florida.

LIMITATIONS

The opinions expressed herein are based on the information collected during our assessment, our present understanding of the former site conditions, and our professional judgment in light of such information at the time of this Report. The Report is a professional opinion, and no warranty is expressed, implied, or made as to the conclusions, advice, and recommendations offered in this report. Belt reserves the right to update this Report should additional information become available. In expressing the opinions stated in this report, Belt has exercised a reasonable degree of care and skill ordinarily exercised by a reasonably prudent Engineer in the same community and in the same time frame given the same facts and circumstances.

REFERENCES

1. 2020 Florida Building Code, 7th Edition - Existing Building (FBC EB).
2. 2020 Florida Building Code, 7th Edition – Residential (FCB – R).

CONTACT

Should you have any questions or concerns, please do not hesitate to contact us at (813) 961-3075 or e-mail sdean@beltengineering.com.

Regards,

Samuel P. Dean

Samuel P. Dean, PE
(FL# 83915 / CA# 29694)

Digitally signed by Samuel P. Dean
DN:
E=sdean@beltengineering.com,
CN=Samuel P. Dean, O="Belt
Engineering, LLC", L=Tampa,
S=FL, C=US
Date: 2023.08.24 11:24:51-04'00'



1830 UNIT MODEL

135 S CHANDLER AVE., DELAND, FL, 32724

135 SOUTH CHANDLER AVENUE DELAND, FL, 32724

CD

0023-0115

09/15/2023

BUILDING INFORMATION

CODES: FLORIDA BUILDING CODE 7TH EDITION 2020
RESIDENTIAL / ASCE 7-10

GENERAL NOTES:

- CONTRACTOR TO VERIFY ALL DIMENSION IN FIELD.
- CONTRACTOR SHALL CALL ENGINEER/ARCHITECT WITH ANY QUESTIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.

COMUNITY:

LOT: LOTS 15-18, N.W. CLARK'S SUBDIVISION
ADDRESS: 135 SOUTH CHANDLER AVENUE DELAND,
FL, 32724

COUNTY: VOLUSIA

WIND SPEED: 140

EXPOSURE: C

LEGAL DESCRIPTION: LOTS 15-18, N.W. CLARK'S SUBDIVISION,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK
7, PAGE(S) 23, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,
FLORIDA

SHEET INDEX -GENERAL

Sheet #	Sheet Name	100% CD	Rev. Date
00.CS	COVER SHEET & INDEX	09/15/2023	
ARCHITECTURAL			
A1.01	SITE PLAN CONDITION	09/15/2023	
A1.02	SITE PLAN	09/15/2023	
A1.03	FLOOR PLAN	09/15/2023	
A1.30	ROOF PLAN	09/15/2023	
A2-01	EXTERIOR ELEVATIONS	09/15/2023	
A3.01	BUILDING SECTIONS	09/15/2023	
A3.02	WALL SECTIONS	09/15/2023	
A5.21	WINDOWS & DOORS DETAILS	09/15/2023	
ELECTRICAL			
E1.01 -	CURB AND SLAB PLANS	09/15/2023	
ELECTRIC AL NOTES			
E1.02	ELECTRICAL FLOOR PLAN	09/15/2023	
MECHANICAL			
M2.01	MECHANICAL PLAN	09/15/2023	
PLUMBING			
P1.02	PLUMBING PLAN	09/15/2023	
STRUCTURAL			
S1.1	STRUCTURAL NOTES	09/15/2023	
S1.02	FOUNDATION PLAN	09/15/2023	
S1.03	STRUCTURAL DETAILS	09/15/2023	
S1.05	STRUCTURAL DETAILS	09/15/2023	



THESE DRAWINGS ARE CONCEPTUAL ONLY AND ARE FOR THE CONVENIENCE OF REFERENCE. THEY SHOULD NOT BE RELIED UPON AS REPRESENTATIONS, EXPRESS OR IMPLIED, OF FINAL DETAILS OF THE RESIDENCES. UNITS SHOWN ARE EXAMPLES OF UNIT TYPES AND MAY NOT DEPICT ACTUAL UNITS

LEGAL DESCRIPTION

LOT 1, KINCAID ESTATES SUBDIVISION, ACORDING TO THE PLAT THEREOF RECORDED IN
PLAT BOOK 183 AT PAGI 4 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ZONING DISTRICT - M.H. (RP) UP TO 2.49 ACRES -
UNINCORP/SWFWMD

FLOOD ZONE = X
REQUIRED FLOOD ELEV.= N/A
EXISTING HOUSE ELEV.= N/A

CODE INFORMATION

	REQUIRED	PROVIDED
LOT AREA =	N/A	1.01 ACRES
NEW BLDG AREA =	N/A	4,425 SQ. FT.
NEW BEDROOMS =		5
NEW BATHROOMS =		4
FRONT SETBACK =	25' -0" MIN.	114' - 0"
SIDE SETBACK =	8' - 0" MIN.	27' - 8-1/2"
SIDE SETBACK =	8' - 0" MIN.	45' - 2-1/2"
REAR SETBACK =	10' - 0" MIN.	152' - 4"
BUILDING HEIGHT =	35' - 0" MAX.	26'- 10-1/2"

DESIGN ARCHITECT

Carl W. Shea
231 Lake MCcoy Drive, Apopka,
Fl (T) 407-227-4431

"TO THE BEST OF MY KNOWLEDGE THE
PLANS AND SPECIFICATIONS SUBMITTED
HEREWITH COMPLY WITH EXISTING
INTERPRETATIONS AND PROVISIONS OF
THE APPLICABLE BUILDING CODES. THIS
DRAWING IS THE PROPERTY OF EDC
CUSTOM HOMES AND IS AN INSTRUMENT
OF SERVICE AND MAY NOT BE
REPRODUCED, SCANNED OR COPIED BY
ANY OTHER MEANS IN PART OR IN
WHOLE WITHOUT EXPRESS WRITTEN
PERMISSION OF SAME"
CARL W. SHEA, AIA #AR0017148

BUILDING ADDRESS: 135 SOUTH CHANDLER AVENUE DELAND, FL, 32724
OCCUPANCY TYPE: TYPE II-B
CONSTRUCTION TYPE: SINGLE FAMILY RESIDENTIAL
DESCRIPTION: NEW 2 STORY SINGLE FAMILY RESIDENCE BUILD WITH
CMU MASONRY WALLS AND WOOD ROOF.

AREA OF WORK: 2,060 SF
UNDER AIR: 1,870 SF
COVERED PATIOS: 239 SF
CARPORT: 0 SF
SCOPE OF WORK: NEW SINGLE FAMILY CONSTRUCTION

135 SOUTH CHANDLER AVENUE DELAND, FL, 32724 1830 UNIT MODEL

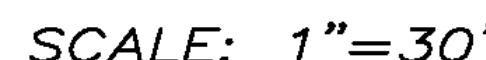
CD - 09/15/2023

35 S CHANDLER AVE., DELAND, FL 32724

Sea

Page 546 of 59

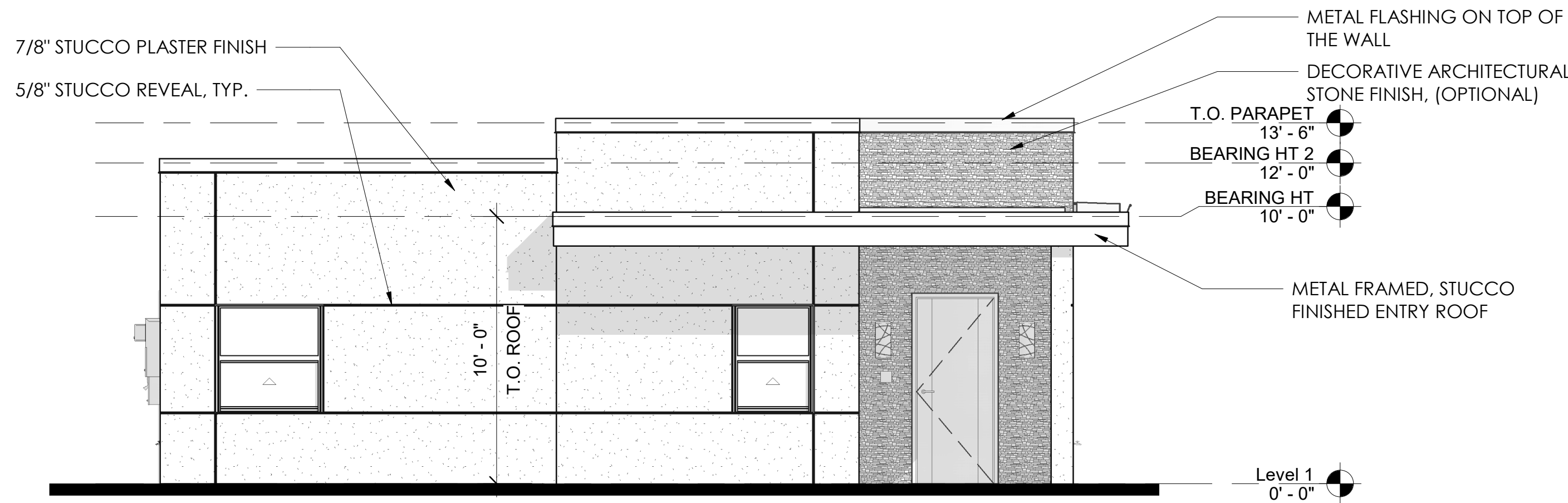
PLAN NORTH



LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	50.04'	N 00°00'00" W
L2	49.99'	S 00°00'12" W

LOUIS RAMIREZ L.S. NO. 6304

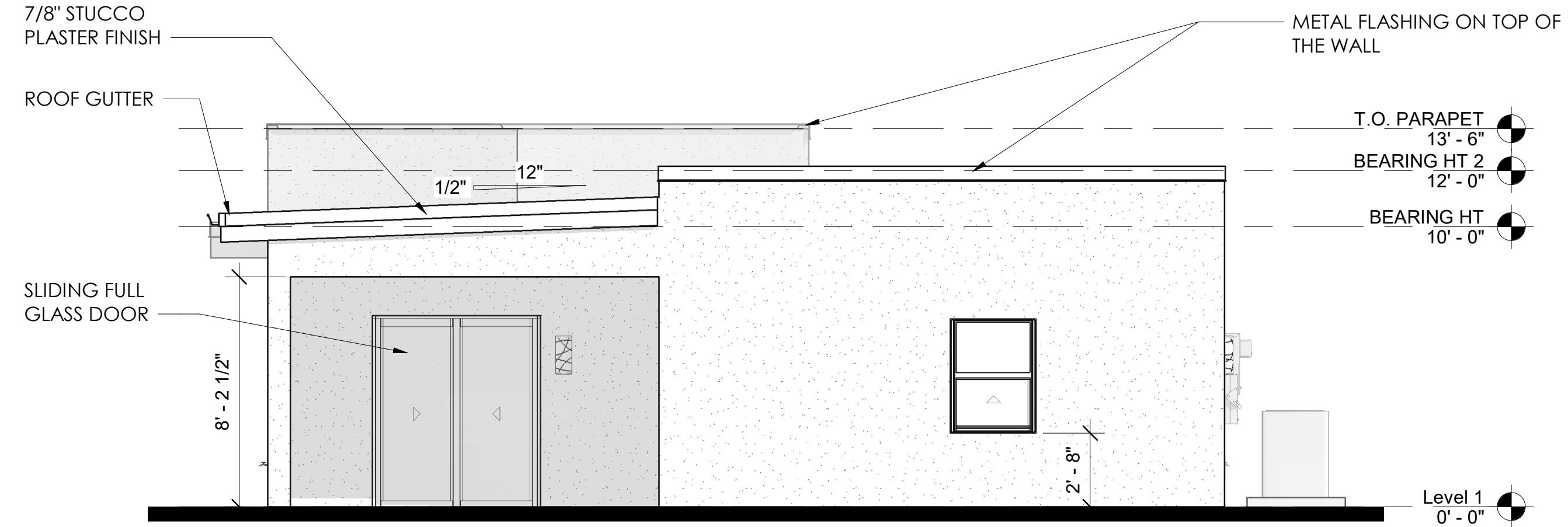
9/10/2023 3:38:34 PM



EXTERIOR FRONT ELEVATION

SCALE: 1/4" = 1'-0"

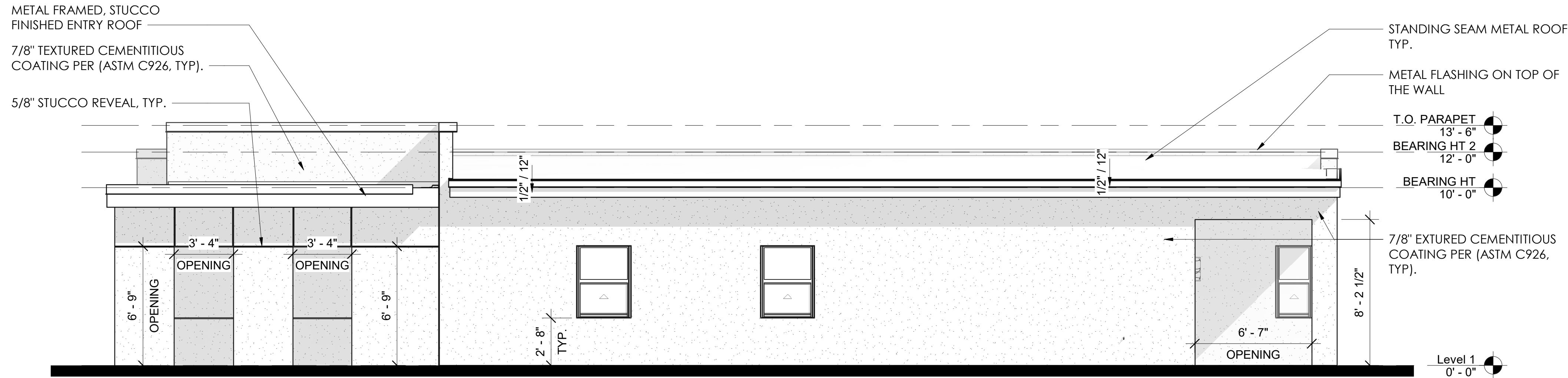
1
A2-01



EXTERIOR REAR ELEVATION

SCALE: 1/4" = 1'-0"

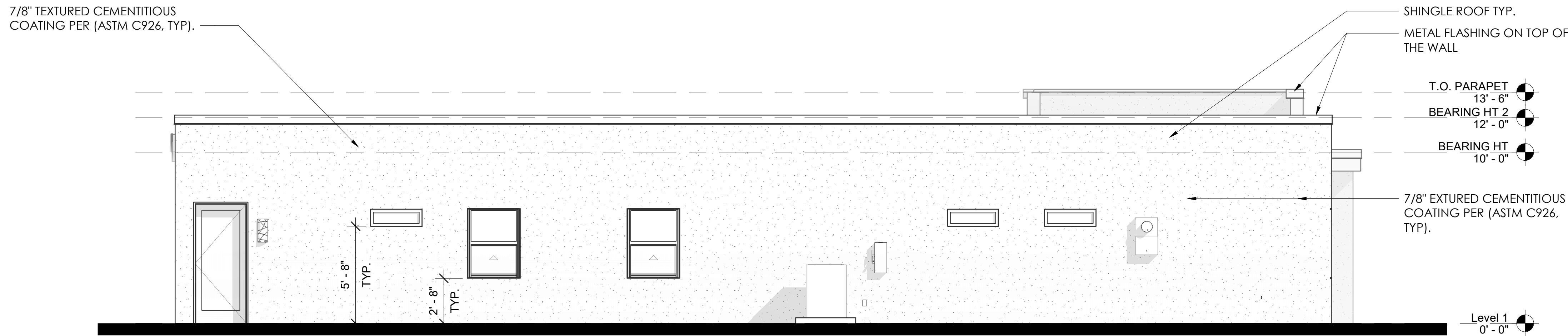
3
A2-01



EXTERIOR SIDE ELEVATION

SCALE: 1/4" = 1'-0"

2
A2-01



EXTERIOR SIDE ELEVATION

SCALE: 1/4" = 1'-0"

4
A2-01

0" 2' 4' 8'
SCALE: 1/4" = 1'-0"



ELITE DESIGN
& CONSTRUCTION, LLC
5728 MAJOR BLVD # 735, ORLANDO, FL 32819
CGC #1525337

P (407) 227-4431 Florida Office

CARL W. SHEA
PROFESSIONAL ARCHITECTURAL SERVICES
AR0017148
EMAIL: cwsarchitect@gmail.com

MSI INVESMENTS
1830 UNIT MODEL
135 SOUTH CHANDLER AVENUE DELAND,
FL, 32724
135 S CHANDLER AVE., DELAND, FL, 32724

Consultant Information

Client Name

Issued For

Revisions

Project # 0023-0115 Seal
Consultant Project #

Drawn By:

Project Coordinator

Project Manager Approver 09/15/2023

EXTERIOR ELEVATIONS

A2-01

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City of DeLand
HPB23-202
135 S CHANDLER



CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Resolution Approving Demolition of an Historic Multi-Family Structure Located at 114 West Walts Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, Historic Preservation Board Staff Report 10-05-2023, Applicant Project Narrative, Vicinity Map, Florida Master Site File (8VO4044), Property Survey, Demolition Report

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

SUMMARY/HIGHLIGHT:

This property is located within the Historic Support District and the Downtown Support District. The residence was renovated in 2013 from a single-family residence to a four-unit multi-family residence, which was used as a Family Emergency Shelter. In 2022, the property owners had the property inspected for additional renovations, but the residence was deemed unsafe by two different contractors due to a weak foundation contributed by termite damage. The proposed future use of this property is to build an affordable housing community, contingent upon meeting all required zoning, density, Land Development Regulations and applicable Building Code requirements.

The Historic Preservation Board recommended approval at their Thursday, October 5, 2023 meeting, consistent with City Staff recommendation of approval.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Develop and implement policies that produce tangible and measurable solutions for people experiencing homelessness and pursue downtown residential redevelopment. The future plan for this site is to develop a transitional housing project.

SUSTAINABILITY:

The proposed redevelopment of this property will be used for transitional housing for the homeless, to provide housing and prevent homelessness. Therefore, increasing the opportunity for affordable housing and creating a connected community.

FISCAL IMPACT:

The applicant is non-profit; therefore, no ad-value taxes will be assessed from the redevelopment. This demolition is initiated by the applicant, and will be carried out by the applicant, with no financial cost to the City.

RECOMMENDATION:

Staff recommends the City Commission approve the demolition.

BACKGROUND/DISCUSSION:

This structure was constructed in 1905 per the Florida Master Site File, but listed as 1929 per the Volusia County Property Appraiser. Therefore, it is a historic structure as defined in our Land Development Regulations. The applicant is seeking approval for a demolition of a multi-family residence. The applicant provided they've had a difficult time finding a contractor to repair the building due to its state of disrepair, and the cost burden to repair the building. The contractors recommended the best use of the property would be to demolish and rebuild. The property has been vacant since being deemed unsafe in 2022.

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING DEMOLITION OF A BUILDING CONSTRUCTED
PRIOR TO 1950, LOCATED AT 114 WEST WALTS AVENUE;
PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Gast Construction, LLC, on behalf of the owner, Neighborhood Center of West Volusia, Inc., submitted a building permit application for demolition of a building built prior to 1950, located at 114 West Walts Avenue; and

WHEREAS, the property is located within the Historic Support District and the Downtown Support District; and

WHEREAS, the structure is not designated as historically significant and is not considered a contributing structure; and

WHEREAS, on October 5, 2023, the Historic Preservation Board recommended approval for the demolition of the structure located at 114 W. Walts Avenue; and

WHEREAS, the City Commission of the City of DeLand finds that it is in the best interests of the citizens of the City of DeLand to demolish the structure given the structure's lack of historic significance.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of a building constructed prior to 1950, located at 114 West Walts Avenue.

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

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



City of DeLand
Historic & Cultural Resources
120 S. Florida Ave.
DeLand, FL 32720
Planning@DeLand.org

DATE: October 5, 2023

TO: Historic Preservation Board

FROM: Emily Ragusa, *Community Development & Historic Resource Coordinator*

RE: **Historic Preservation Review (Demolition) for Multi-Family residence at 114 West Walts Ave.**
Application No.: HPB23-173
Applicant: Gast Construction, LLC
Owner: Neighborhood Center of West Volusia, Inc.

Property Information

Address: 114 W. Walts Ave.
Zoning District: C-2

Current Use: Vacant Residential
Site File #: 8VO004044

Original Structure Information *(Provided from Florida Master Site File Structure Form)*

Date of Construction:	1905	Style:	Frame Vernacular
Structural System:	Wood, Balloon	Foundation Type:	Piers, Brick
Siding:	Drop Siding	Stories:	1.5
Roof:	Metal, 3-v crimp	Windows:	Double-hung sash, 1/1 lights
Roof Type:	Gable	Chimneys:	1, brick, center: ridge
Porch:	N/Veranda/shed roof, wooden posts/3 bays	Secondary Structure:	None

Description of Proposed Work:

This property is located within the Historic Support District and the Downtown Support District. The applicant is seeking approval for a demolition of a multi-family residence. The residence was renovated in 2013 from a single-family residence to a four-unit multi-family residence, which was used as a Family Emergency Shelter. In 2022, the property owners had the property inspected for additional renovations, but the residence was deemed unsafe by two different contractors due to a weak foundation contributed by termite damage. The contractors recommended the best use of the property would be to demolish and rebuild, the property has been vacant since deemed unsafe in 2022. The proposed future use of this property is to build an affordable housing community, contingent upon meeting all required zoning, density, Land Development Regulations and applicable Building Code requirements.

Historical Significance Summary: *(Provided from Master Site File):*

This property is included in the Walts Second Subdivision, which was platted in 1900 by S. Walts, and has not since been replatted. This structure at the time of the Historic Resource Survey (1991) encompassed many of the architectural characteristics of buildings that were constructed in DeLand during the Progressive Era of the early 20th Century. Based on the City directory research and architectural evidence, this building was constructed about 1905 and during DeLand's historic period a local carpenter, Sidney J. Marshall was a resident of the house.

Background on Architectural Style Significance Summary: *(Provided from Master Site File):*

The Mediterranean Revival architectural style was a popular style during the 1920's in Florida. Some of the significant features for this style are stucco facades, double-hung sash windows, and ceramic tile roof surfacing. The features of this property such as ceramic barrel tile surfacing, stoop with hip roof, stucco exterior wall fabric, chimney, windows with bracketed pent-eave overhands and surfaced with barrel tile, and double-hung sash windows.

Staff Analysis

The demolition of this property, located within the Historic Support District and the Downtown Support District, has been reviewed per the City's Land Development Regulation Section 33-35. The building permit which was applied for in 2013 was described as a "complete renovation", which included framing, plumbing, electrical, mechanical, stair alterations, window and door replacement, and removal of the chimney. The exterior of the structure, except the chimney, was not changed during this renovation; only interior work was completed.. In addition, the narrative provided by the applicant stated that the renovation did not follow preservation guidelines and no historical integrity was preserved. Staff requested that additional supporting documentation regarding the structural integrity of the building be submitted for review. The structural memo from the General Contractor is included in this packet. This memo states that their professional recommendation is to demolish the property, and rebuild adhering to the updated Florida Building Code and termite preventative measures.

Guidance from DeLand Land Development Regulations

Land Development Regulations Section 33-35 outlines demolitions requirements in the City of DeLand.

33-35.01. Generally.

(a) Purpose and intent. The purpose of this section is to ensure that historic properties are protected from neglect or premature demolition by providing the following procedure for review.

No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a building or structure constructed prior to 1950 shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found.

1. Issuance of demolition permit shall be guided by the following factors:

a. The historic or architectural significance of the building, structure, or object;

The Florida Master Site File provides information regarding the historical and architectural context about this structure. The Architectural context, Frame Vernacular was the prevalent

style of residential architecture in Florida and at the time of the Historic Resource Survey (1991) it was noted that the structure had few alterations, therefore the building had retained most of its architectural integrity. In the narrative provided by the owner, states that during the 2013 renovation, they were unaware of the historical/architectural integrity of the building and no preservation guidelines or historical integrity was preserved. Therefore, it is assumed the original architectural features and integrity such as the chimney have since been lost over time with upgrades and renovations.

b. The importance of the building, structure, or object to the ambiance of a district;

Immediately to the East of this property are commercial uses, West is a mobile home park, North is a historic bungalow house, and South is the Neighborhood Center of West Volusia. This structure sitting as it is now, it doesn't have a specific importance to this neighborhood or district, especially having been vacant since 2022.

c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

Because the Chief Operating Office of The Neighborhood Center of West Volusia County has stated that the historic integrity of the building was not preserved during the 2013 renovation, it is more difficult to reproduce what was originally built. The design, texture, material, detail of the building no longer exists.

d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region;

In the immediate surrounding block, this is the only structure with Mediterranean Revival architecture, but within the neighborhood and City there are multiple other Mediterranean Revival architectural styles.

e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;

The narrative provided states a proposed use of the property to be used for affordable housing up to 15 units, but no formal project submittal has been submitted or reviewed for Land Development Regulation compliance.

f. Whether reasonable measures can be taken to save the building, structure, or object from collapse; and

The provided structural memo states that due to the structural and termite damage, attempting to repair the foundation and eradicate the termite damage would not be financially practical and the foundation and termite repairs would be insufficient to bring the building back to a safe and habitable condition.

g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

If restored, the building could be renovated and used again for multi-family. If the building is demolished, the site can be developed for another project, contingent upon adhering to the Land Development Regulations and Florida Building Code.

Staff Recommendation:

The request is consistent with the City's Land Development Regulation Section 33-35.01 and due to the danger to life, health, and safety, staff recommends approval of this application as presented.

Historic Preservation Board shall take one of the following actions *(LDR Section 33-35.01(7))*

1. Approve the demolition with an immediate effective date;
2. Approve the demolition with special modifications and conditions;
3. Delay the approval for demolition for a period of not less than 30 days nor more than 60 days to request additional information;
4. Deny the request for demolition.

Attachments:

Vicinity Map

Applicant's Narrative

Structural Recommendation Memo

Historical Structure Form – Florida Master Site File (1991)



August 8, 2023

To whom concerns:

The house located at 114 W. Walts Ave. DeLand, FL 32720 was acquired by the Neighborhood Center of West Volusia (NHC) in 2012 and renovated into 4 multi-family units in 2013 for the purpose of Family Emergency Shelter (FES) until 2022 when the house was deemed unsafe for continual usage. The NHC had two contractors inspect the property for renovation purposes in 2022 at which time both MS Designs and Ken Goldberg Construction determined the foundation of the house was beyond repair and would risk a collapse. The termite damage contributes to the weak foundation and structural integrity of the house. Both contractors recommend demolition and rebuilding for better usage of the property. We vacated the property in 2022 and it has been vacant since, serving no purpose in the community.

The new proposed usage of this property will be to develop affordable housing for up to 15 residents in transition from the Bridge Shelter into permanent housing. This project is currently be discussed with the City of DeLand Planning and Community Development departments. The NHC has a funder for this project which has been in contact with a developer which will assist during the design phase and use local contractors for the development.

The NHC has no record or knowledge of any historic or architectural significance and it is not located in a historic district. When it was renovated in 2013, it was not renovated following preservation guidelines nor was any historical integrity preserved. The house has no importance of ambiance in a district, as it is located next to the City's mobile home park. We have no record of the building being the last remaining example of its kind and are unaware difficulty or impossibility of reproduction of its design, texture, material or detail.

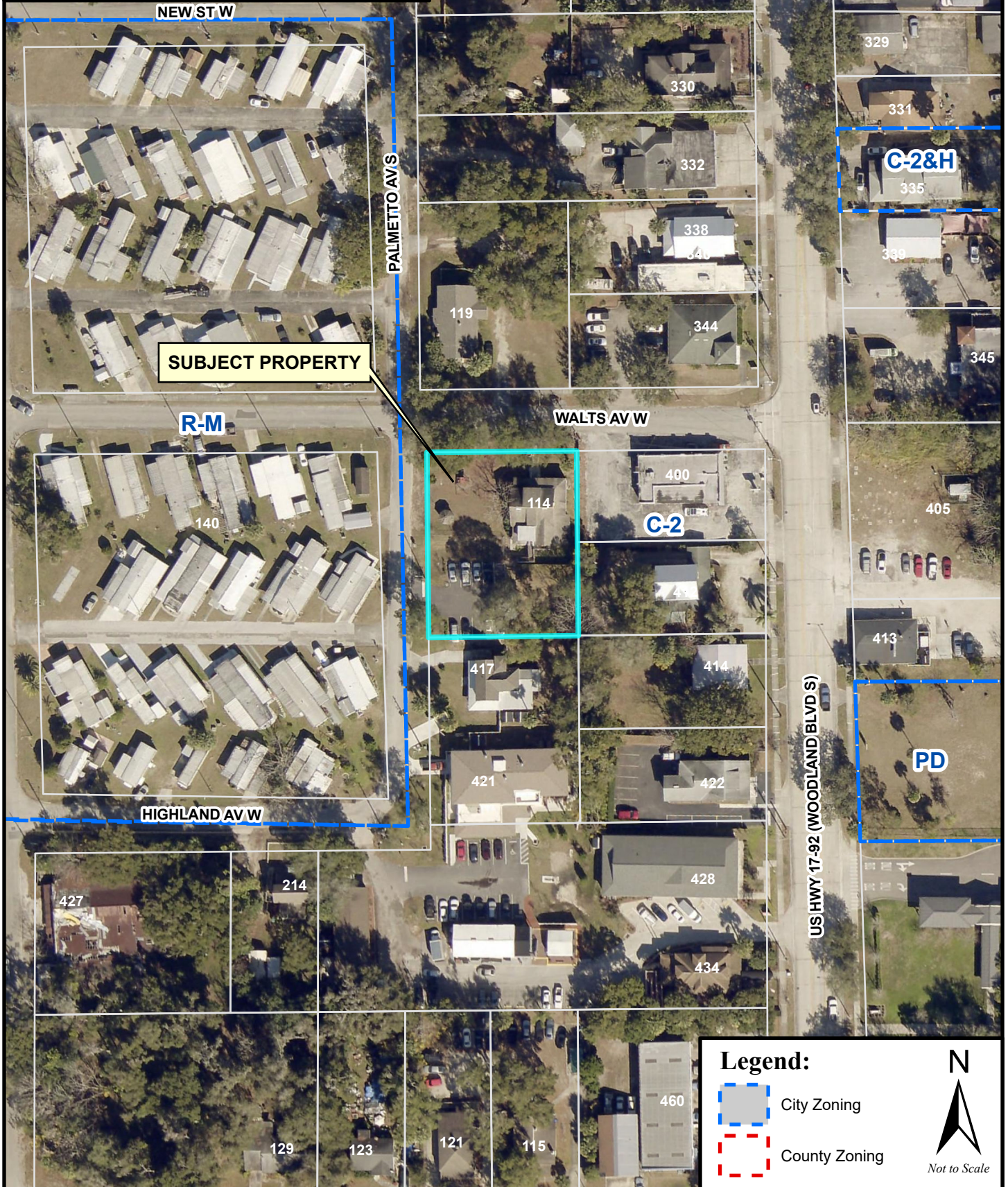
Sincerely,

Waylan Niece

Chief Operating Officer



City of DeLand
HPB23-173
114 W WALT



SEE SITE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)

RECORD NUMBER: 582

Page 1

X original
update

HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE

Site 8V 104044

SITE NAME:

HISTORIC CONTEXTS: Boom Times

NAT. REGISTER CATEGORY: Building

OTHER NAMES OR MSF NOS: Sidney J. Marshall House

COUNTY: Volusia **OWNERSHIP TYPE:** Private, Individual

PROJECT NAME: Stetson University + City of DeLand: S+P DHR NO. 2836

LOCATION:

ADDRESS: 114 West Walts Avenue

CITY: DeLand

VICINITY OF/ROUTE TO: See attached maps

SUB: Walt's Second Subdivision **BLOCK** 4 **LOT** 2
PLAT OR OTHER MAP: Prop. Appraiser Map of Volusia County
TOWNSHIP: 17S **RANGE:** 30E **SECTION:** 16 1/4: 1/4-1/4:
IRREGULAR SEC? y X n **LAND GRANT:** None
USGS 7.5 MAP: DeLand, FL 1964: PR 1980
UTM: ZONE: **EASTING:** **NORTHING:**
COORDINATES: LATITUDE: D M S LONGITUDE: D M S

HISTORY

ARCHITECT:

BUILDER:

CONSTRUCTION DATE: c 1905 **RESTORATION DATE(S):**

MODIFICATION DATE(S):

MOVE: DATE: **ORIG. LOCATION:**

ORIGINAL USE (S): Private residence

PRESENT USE (S): Private residence

DESCRIPTION

STYLE: Frame Vernacular

PLAN: EXTERIOR: Rectangular

PLAN: INTERIOR:

NO. STORIES: 1.5 **OUTBLDGs:** 0 **PORCHES:** 1 **DORMERS:** 1

STRUCTURAL SYSTEM(S): Wood, balloon

EXTERIOR FABRIC(S): Drop siding

FOUNDATION: TYPE: Piers

MATERIALS: Brick

INFILL:

PORCHES: N/veranda/shed roof, wooden posts/3 bays

ROOF: TYPE: Gable

SURFACING: Metal, 3-V crimp

SECONDARY STRUCs:

CHIMNEY: NO.: 1

MATERIALS: Brick

LOCATIONS: Center: ridge

WINDOWS: Double-hung sash, 1/1 lights

EXTERIOR ORNAMENT: Balustrade

CONDITION: Good

SURROUNDINGS: Residential

NARRATIVE:

See Continuation Sheet

RECORD NO: 582

Page 2

FMSF HISTORICAL STRUCTURE FORM

Site 8 V04044

ARCHAEOLOGICAL REMAINS AT THE SITE

FMSF ARCHAEOLOGICAL FORM COMPLETED? y X n

ARTIFACTS OR OTHER REMAINS: None observed

RECORDER'S EVALUATION OF SITE

AREAS OF SIGNIFICANCE: Architecture

ELIGIBLE FOR NAT. REGISTER?	y	X	n	likely, need info	insf	info
SIGNIF. AS PART OF DISTRICT?	y	X	n	likely, need info	insf	info
SIGNIFICANT AT LOCAL LEVEL?	X	y	n	likely, need info	insf	info

SUMMARY OF SIGNIFICANCE

See continuation sheet

* * * * DHR USE ONLY * * * * DHR USE ONLY * * * * *

* DATE LISTED ON NR _____ *

* KEEPER DETERMINATION OF ELIG. (DATE): _YES _NO _ *

* SHPO EVALUATION OF ELIGIBILITY (DATE): _YES _NO _ *

* LOCAL DETERMINATION OF ELIG. (DATE): _YES _NO _ *

* OFFICE _____ *

* * * * DHR USE ONLY * * * * DHR USE ONLY * * * * *

RECORDER INFORMATION: NAME: Sidney Johnston

DATE: 02/01/91 AFFILIATION: Historic Property Associates, Inc.

PHOTOGRAPHS

LOCATION OF NEGATIVES: HPA, Inc., St. Augustine, FL

NEGATIVE NUMBERS: Roll 17, #24

PHOTOGRAPH

M A P

See Attachments

STATEMENT OF SIGNIFICANCE

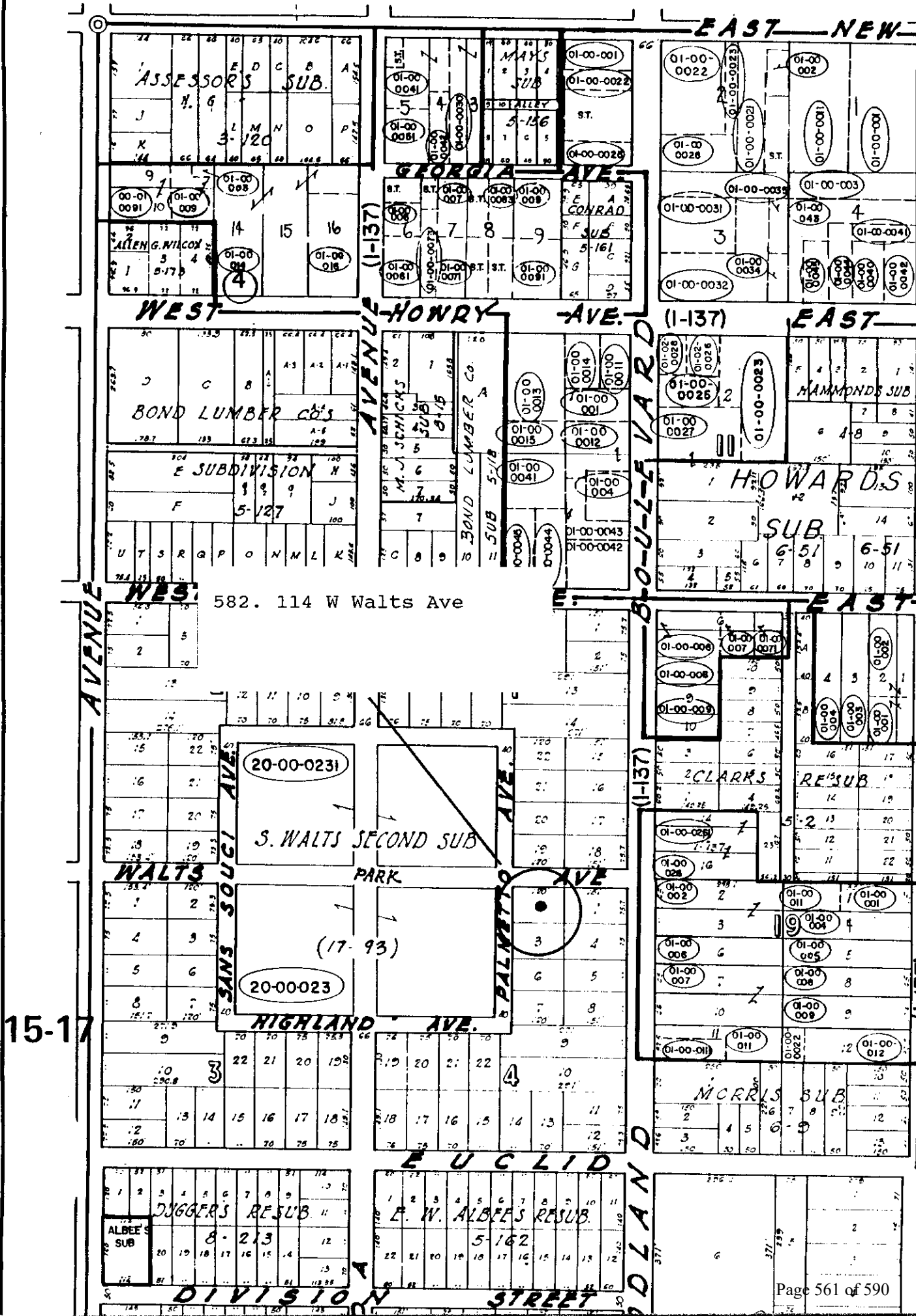
Architectural Narrative: This one and one-half story Frame Vernacular residential building is located at 114 West Walts Avenue. Notable architectural features include a gable roof, a shed dormer, balustrade, and an end porch covered by a hip roof supported by wooden posts. Fenestration consists of 1/1 double hung sash windows. With few alterations, this building has retained most of its architectural integrity.

Architectural Context: Frame Vernacular, the prevalent style of residential architecture in Florida, refers to the common wood frame construction technique employed by lay or self-taught builders. Before the Civil War, residents relied upon local materials and their own methods and designs to construct buildings. The Industrial Revolution permitted standardization of building materials and parts and exerted a pervasive influence over vernacular house design. Popular magazines helped to make architectural trends universal throughout the country. The railroad provided cheap and efficient transportation for manufactured building materials. Ultimately, individual builders had access to a myriad of finished architectural products from which to create their own designs.

Frame Vernacular houses are typically one or two stories in height, with wood balloon frame structural systems and brick pier foundations. Plans are usually rectangular, though L-shaped plans were often used to maximize cross-ventilation. Gable or hip roofs usually have steep pitches which accommodate attic space. Horizontal drop siding and weatherboard are the most common exterior wall surface materials. Wood shingles were often used to cover the roofs, but they have nearly always been replaced by composition shingle. Porches, most commonly simple entrance or end porches, are common features of the style. Fenestration is regular, but not always symmetrical. Windows are generally double-hung sash with multi-pane glazing and doors contain recessed wood panels. Exterior decoration is sparse and limited to ornamental woodwork.

Historical Narrative: Located in the Walts's Second Subdivision, which was platted by S. Walts in 1900, this building embodies many of the architectural characteristics of buildings constructed in DeLand during the Progressive Era of the early twentieth century. City directory research and architectural evidence, which is based on comparisons with buildings of similar design and construction, indicate that the building was constructed about 1905. Residents of this house during DeLand's historic period, which extends from 1880 to 1941, include Sidney J. Marshall, a local carpenter (*DeLand City Directory*, 1907-1922).

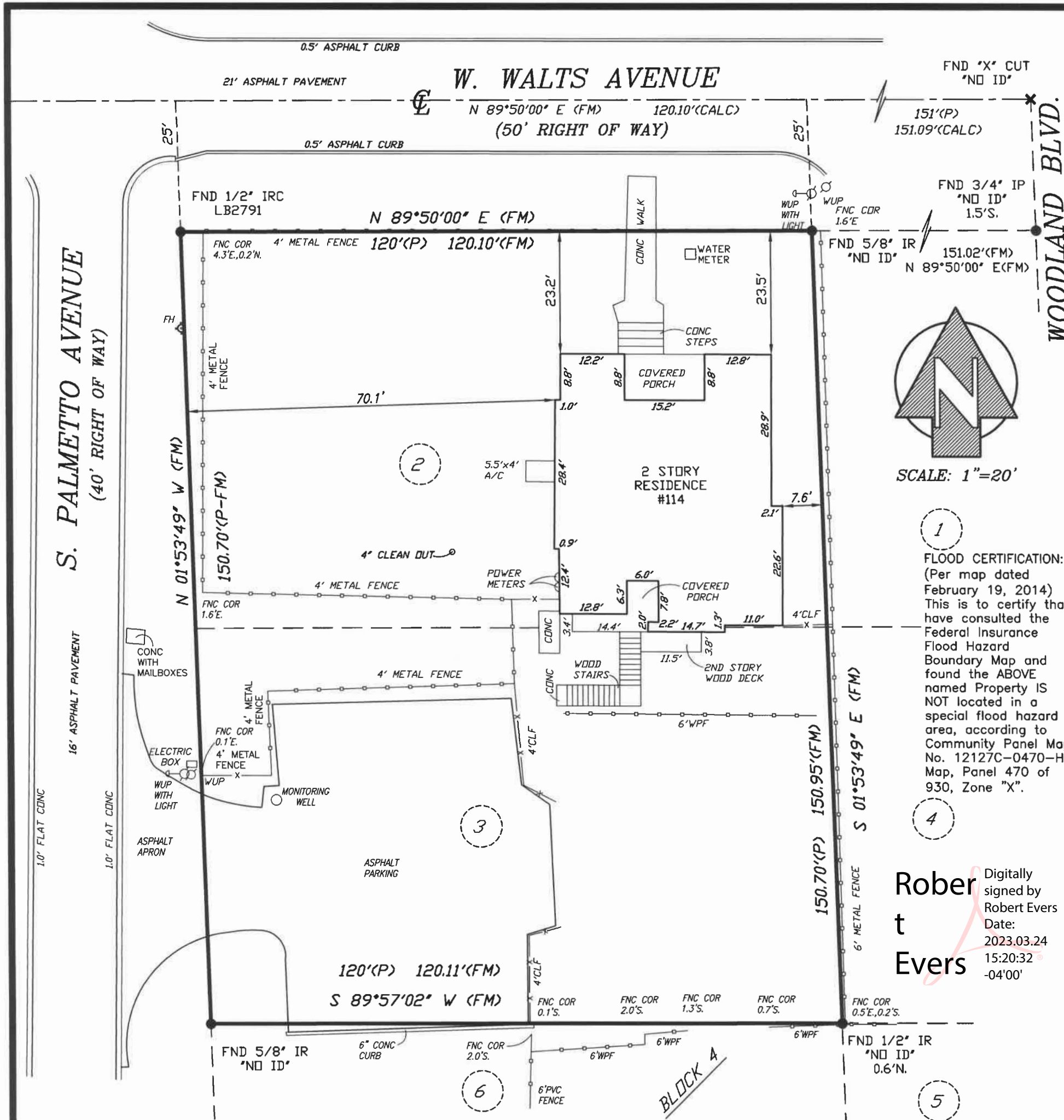
Historical Context: DeLand, founded in 1876, was incorporated in 1882 and became the seat of government for Volusia County in 1888. The home of Stetson University, Florida's oldest private university, DeLand developed quickly in the late nineteenth century, largely through the promotional efforts of Henry A. DeLand, the community's namesake. The introduction of the railroad and an economy based on citrus spurred the first period of development. Although devastating freezes in the mid 1890s slowed growth, the commercial and citrus industries became revitalized over the following decade. By 1910, the population had doubled to 2,812. During that interval significant construction began, which resulted in an expanded commercial district, the formation of residential neighborhoods, and the extension of municipal services to many areas of the community. By 1910, Stetson University's campus had become a prominent landscape feature at the north end of DeLand. Although events associated with World War I retarded growth, by 1920 the population had reached 3,324. During the Florida land boom of the 1920s, real estate sales played an important role in the local economy. Numerous subdivisions were platted and buildings constructed. Within five years the population nearly doubled. The collapse of the boom in 1926 brought development to a virtual halt. Together with the rest of the state, DeLand entered a period of economic decline, though moderate construction persisted throughout the Depression decade. Development in DeLand since 1950 has compromised some of the community's irreplaceable historic buildings. Nevertheless, the historic resources that remain represent architectural and cultural legacies worth preserving. Sensitive historic preservation planning and management is needed to ensure their protection.





582. 114 W Walts Ave
Deland 1964 PR 1980





NOTES:

BEARINGS SHOWN BASED ON THE SOUTH RIGHT-OF-WAY LINE OF W. WALTS AVENUE AS BEING A BEARING OF S. 89°50'00" 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, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

LEGAL DESCRIPTION: (OR 6099 PG 973)

LOT 2 AND 3, BLOCK 4, S. WALTS SECOND SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 2, PAGE 105, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BOUNDARY SURVEY RECERTIFIED TO: NEIGHBORHOOD CENTER OF WEST VOLUSIA, INC., DATED 3/3/23

LEGEND AND ABBREVIATIONS

A	Arc Length	LS	Land Surveyor (Registered)
A/C	A/C=Air Conditioning Unit	M.B.	Map Book
BM	Benchmark	MON	Monument
CL	Center Line	NO ID	No Identity
CAV	Cable TV Service	OHWL	Ordinary High Water Line
CLF	Chainlink Fence	O.R.	Official Record Book
CHRG	Chord Bearing	(P)	Plat
CHD	Chord Distance	PC	Point of Curve
CONC	Concrete	PCC	Point of Compound Curve
CUP	Concrete Utility Pole	PCP	Permanent Control Point
Δ	Delta (Central Angle)	PRC	Point of Reverse Curve
DC	Deed Call	PRM	Permanent Reference Monument
DROR	Drainage Right of Way	PSI	Point of Street Intersection
EL	Elevation	PSM	Professional Surveyor & Mapper
FD	Found	PVC	Poly-Vinyl-Chloride Pipe
FH	Fire Hydrant	R	Radius of Curve or Radial Line
FFE	Finish Floor Elevation	R.P.	Radius Point
(FM)	Field Measurement	RLS	Registered Land Surveyor
F/M	Force Main	T	Tangent
INV.	Invert	TBM	Temporary Benchmark
L	Length of Arc	WPF	Wood Privacy Fence
LB	Land Surveying Business	WUP	Wood Utility Pole

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC

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

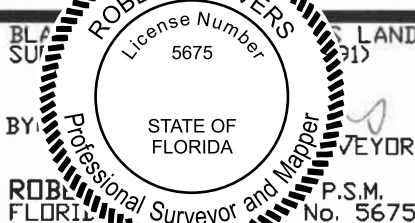
NOTE:

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 SEAL OF ROBERT R. EVERS AND THE ORIGINAL RAISED



BOUNDARY SURVEY CERTIFIED TO:

NEIGHBORHOOD CENTER
OF WEST VOLUSIA INC.

DATE : 5/28/13
W.O. No. 05-115-13
DRAWN BY : DCW
FIELD BOOK : 688-40
CADD FILE : 05-115-13

ProSource Home Solutions, LLC
Deland, FL
Tel 904-899-2052
ProSourceHS@gmail.com
CGC1525494



September 25, 2023

We recently visited the house located at 114 W. Walts Ave, Deland FL 32720 to consult on a renovation. See below for our findings and recommendations.

A. Foundation Assessment:

Upon inspecting the property, our team found that the foundation of the structure is in a state of severe disrepair. Key issues identified include:

1. **Cracks and Settlement:** The foundation displays extensive cracks, both horizontal and vertical, indicating significant settlement issues.
2. **Structural Instability:** The foundation's instability poses a significant risk to the entire structure's integrity, making any form of repair unfeasible.

B. Termite Damage Assessment:

In addition to the foundation problems, our inspection uncovered substantial termite infestation throughout the property. Key findings in this regard include:

1. **Wood Damage:** Termites have caused extensive damage to wooden structural components, significantly compromising the property's overall stability.

Recommendation:

Considering the severe foundation issues and extensive termite damage, our professional recommendation is to demolish the existing structure. Attempting to repair the foundation or eradicate the termite infestation would likely be both financially impractical and insufficient to restore the property to a safe and habitable condition.

Demolition is the most prudent course of action to ensure the safety and long-term value of the property. After demolition, we advise proceeding with a new construction project that adheres to modern building standards and termite prevention measures.

Please note that it is imperative to consult with local building authorities and obtain the necessary permits for demolition and new construction. We are prepared to provide further guidance and services as needed in the next steps of this process.

If you have any questions or require additional information, please do not hesitate to contact us. We are committed to assisting you in making informed decisions regarding this property.

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Resolution Approving the Removal of One Historic Tree Located at 800 North Hill Avenue.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution , Location Map and Power Point Photos, Tree Advisory Committee Meeting Minutes

APPROVED BY: Michael Pleus, City Manager, November 1, 2023

SUMMARY/HIGHLIGHT:

Daniel Hickey's Tree Service LLC, a contractor of DeLand High School, has requested permission to remove one historic tree located on their campus at 800 N Hill Ave. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 40" DBH historic Live Oak in Fair to Poor condition.

At their October 10, 2023 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 40" DBH Live Oak tree due to its deteriorated condition.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic tree approved for removal. The minimum size for replacement trees is six-inch caliper and ten feet in height.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the city's urban canopy coverage.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their October 10, 2023 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 40" DBH Live Oak tree located at the DeLand High School campus at 800 N Hill Ave. due to the tree's deteriorated condition. The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for this historic tree. The minimum size for replacement trees is six-inch caliper and

ten feet in height.

Staff recommends that the City Commission APPROVE the removal of the 40” DBH historic tree with the requirement that the applicant replace the tree with trees of a minimum of six-inch caliper and ten feet height such that 40 total inches DBH of replacement trees are provided.

BACKGROUND/DISCUSSION:

Attached is a copy of a PowerPoint presentation which shows the tree’s location map and the Arborist Tech Inspector’s Photo Log. The Minutes from the October 10, 2023 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC LIVE OAK TREE
LOCATED AT 800 NORTH HILL AVENUE; PROVIDING FOR A
CONDITION AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Daniel Hickey’s Tree Service, LLC, is requesting permission to remove one (1) historic Live Oak tree (40” DBH) located at 800 North Hill Ave. (DeLand High School campus); and

WHEREAS, the City’s Forester has determined that the tree is historic and is in fair to poor condition; and

WHEREAS, on October 10, 2023, the Tree Advisory Committee recommended approval for the removal of the historic tree based on deterioration of the tree and that one hundred percent DBH replacement be required for the historic tree removal with a minimum size for replacement trees of six-inch caliper and ten feet height.

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

Section 1. The City Commission hereby approves the request for removal of one (1) historic Live Oak tree (40” DBH) located at 800 North Hill Avenue, on the condition of a 100 percent DBH replacement requirement and a minimum size for replacement trees of six-inch caliper and ten feet height.

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

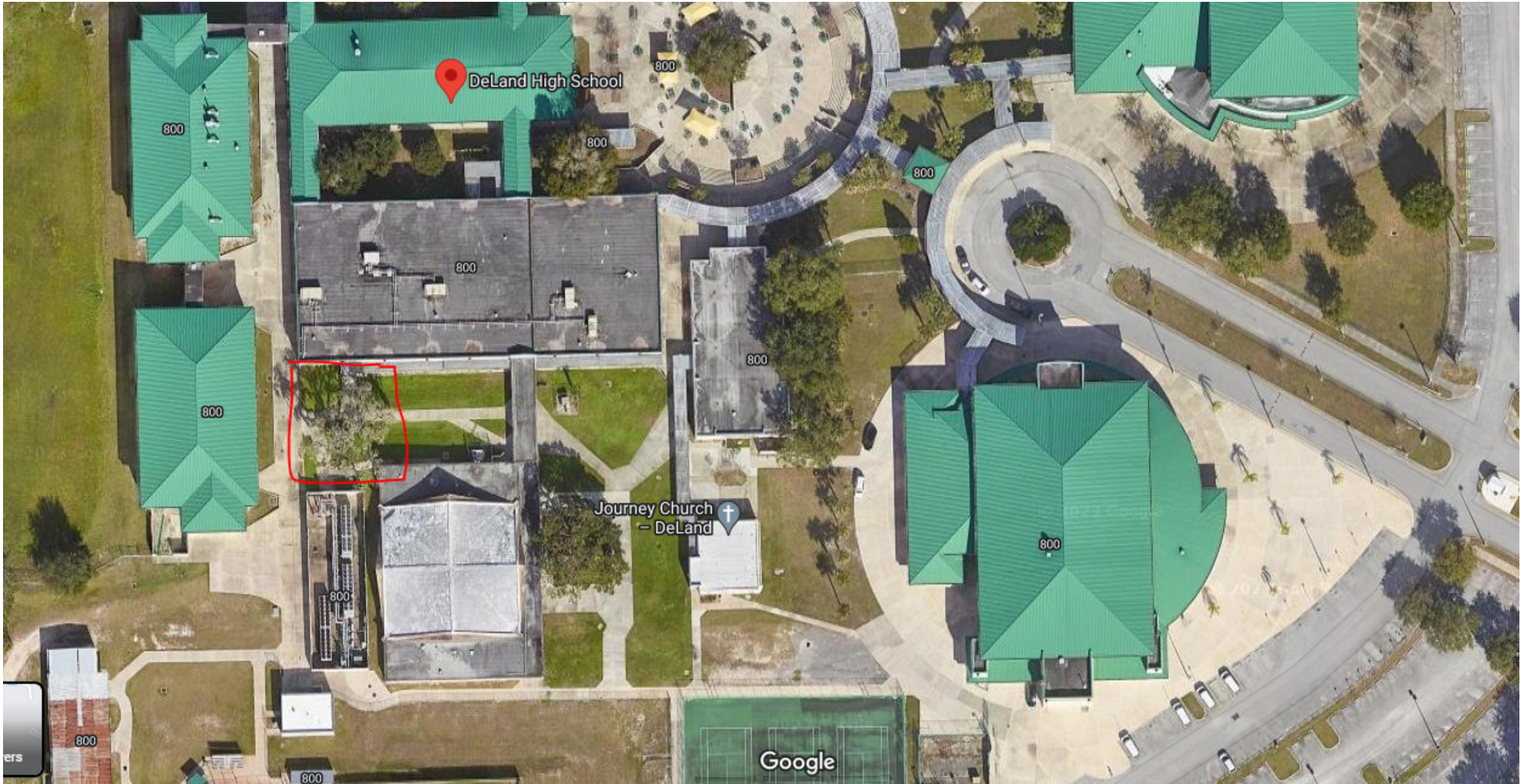
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

40" DBH Live Oak Tree
Tree23-028
800 N Hill Ave, DeLand, FL 32724























Tree Advisory Committee Agenda

October 10, 2023

Call to Order:

Roll Call: **Members:** Tadd Kasbeer, Howard Jeffries, Dana Venrick, Dani Keller, and Suze Peace
City Staff: Corrigan Loduha, Chris Jackson, and Mariellen Calabro (via phone)

As acting chair, Tadd Kasbeer called the meeting to order at 5:20 PM. Suze motioned to approve the minutes of the last meeting, and Dani Keller seconded the motion. The motion carried.

New Business:

Historic Tree Removal at DeLand High School- The Historic Tree up for vote on the agenda is located on the grounds of DeLand High School. Chris Jackson shared a slideshow of the 40" DBH Live Oak, pointing out areas that are decayed and branches which have been removed already. He mentioned that the school considers the oak a potential safety hazard to students. Tadd Kasbeer inquired whether the school has been apprised of the conditions for replacement, and Chris Jackson confirmed that they have been made aware of the ordinance requirements for the tree's removal. Members briefly discussed green space areas on the campus where the school could possibly plant additional trees. Dani Keller motioned to recommend the tree's removal due to its deteriorated condition. Suze Peace seconded the motion, and all remaining members present were in favor.

Old Business:

City Nursery: Chris Jackson told members that the old nursery had been vacated. There are still trees remaining that are intended for the 2024 Tree Giveaway.

Code of Ordinance Update: There were no updates on code of ordinance to present to the committee at this time. Howard Jeffries asked if there might eventually be accommodation in future versions of the ordinance for guidance on ROW tree plantings within new residential developments. He suggested selecting smaller understory trees for these areas to prevent disruption of sidewalks and underground utilities. Suze Peace pointed out that most understory species required larger canopies above them in order to thrive in the long term. Dani Keller brought up 'engineered sidewalks,' built using materials intended to better accommodate ROW trees and their root systems as they grow. Although more expensive, some cities are using them to avoid costly impact to utilities systems. Chris Jackson offered to send members a list of recommended tree species in the city ordinance ahead of the committee's next meeting. Members agreed to review the list and plan to discuss compiling a comprehensive selection of trees appropriate to recommend for ROW plantings.

Adopt-a-Tree: Tadd Kasbeer asked if any measures have been taken previously to collaborate with the Volusia County School board on tree plantings. No one present was aware of any such plans outside of annual Arbor Day activities. Howard Jeffries commented that he would like to see the city donate more trees to schools, and he proposed volunteering TAC members to visit schools to help in planting them. Mariellen Calabro suggested utilizing some of the trees left over from the 2023 Tree Giveaway for this purpose. Tadd Kasbeer noted, as an example, several areas on New Hampshire Ave. near DeLand Middle School that could benefit from additional trees being planted. He proposed preparing a letter to distribute to area schools offering the Tree Advisory Committee's assistance in selecting and planting trees on their campuses.

WRF Plant Expansion Historic Tree Removals: The City Commission approved all of the historic tree removals as they were proposed. No alterations were made to the recommendations.

TREEmendous tour update: There were no updates to the progress of the tour at this time. Suze Peace and Cathy Lowenstein are presently working in collaboration with Steve Kintner and waiting to complete the next stages of creating the online mapped tour.

Adjourn: The meeting was adjourned at 6:18 PM.

Next Meeting: November 14, 2023

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Consideration re Acquisition of Easement to Accommodate Saving an Historic Live Oak Tree for Construction of the Paiva Greenway.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Agreement for Purchase of Bike Trail Easement executed by Anthony and Shelly Visconti, Grant of Easement for Bike Trail executed by Anthony and Shelly Visconti

APPROVED BY: Michael Pleus, City Manager, November 1, 2023

SUMMARY/HIGHLIGHT:

The City is constructing the Paiva Greenway extension along Garfield Avenue. Due to the limited width of the available publicly owned right-of-way, part of the project as currently designed requires the removal of a large, healthy live oak tree. The tree is located in the public right-of-way adjacent to the property owned by Dr. Anthony J. Visconti, III and Shelly M. Visconti located in the 600 block of North Garfield Avenue. The City has requested an easement from the Viscontis measuring 5' wide by 50' long (250 square feet total) so that the City can meander the paved bike trail around the tree and thereby save it, all as depicted in the attached easement. The Viscontis will grant the easement but only in exchange for payment of the sum of \$20,000 and other accommodations as laid out below.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

Saving a historic tree.

FISCAL IMPACT:

\$20,000 expense for purchase of the easement along with the cost of staff replacing the viburnum hedge along the property line.

RECOMMENDATION:

It is recommended that the City Commission consider the attached bike trail easement agreement.

BACKGROUND/DISCUSSION:

When this section of the Paiva Greenway was in the planning stage, the City Engineer contacted Dr. Visconti about obtaining an easement in order to save the tree but was unable to obtain the easement. As such, the trail was designed such that the tree would be removed. Following completion of the plans and bidding the job, Dr. Visconti contacted city staff relating his objections, as well as the objections of others regarding the removal of the historic oak tree. Staff met with Dr. Visconti and his attorney to see what it would take to obtain the easement in order to save the tree. After quite a bit of negotiation, the lowest price that the Viscontis were

willing to accept for the easement is \$20,000.00. As has been explained to Dr. Visconti, this amount is far in excess of what the City would typically pay for an easement of this nature and it appears to be well above the fair market value of the easement.

In addition to the \$20,000 payment, in order to obtain the easement, the City will replant along the outside of the easement a portion of the existing viburnum hedge being removed from the easement. The easement provides that if the City removes the live oak tree due to acts of God, disease, or other reason which causes the death or an imminent fall danger of the tree, then the City would, within a reasonable period of time not to exceed ninety (90) days, replant a new live oak tree with a minimum height of ten (10) feet and a minimum caliper of four (4) inches. Lastly, the agreement for the easement provides that the City will provide a zoning determination letter to the Viscontis confirming that the granting of the easement does not affect the setbacks for the property for the purpose of the City's zoning and land development codes.

AGREEMENT FOR PURCHASE OF BIKE TRAIL EASEMENT

This Agreement is made and entered into by and between ANTHONY J. VISCONTI, III and SHELLY M. VISCONTI, husband and wife, with a mailing address of 621 N. Arlington Avenue, DeLand, FL 32724 (the "Viscontis"), and the CITY OF DELAND, a municipal corporation organized and existing under the laws of Florida, with a mailing address of 120 South Florida Avenue, DeLand, Florida 32720 (the "City").

Whereas, the Visconti's have agreed to sell the City an easement over the Viscontis' property, in the form attached hereto as Exhibit "A" (the "Easement"); and

Whereas, the City has agreed to pay the Viscontis the sum of \$20,000.00 for the easement; and

Whereas, the City agrees that it will construct the multiuse path within the Easement generally in accordance with the plan attached to the Easement and the tree identified on said plan as a 39" OAK TREE will not be removed during construction of the multiuse path; and

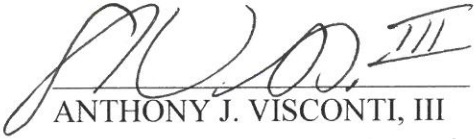
Whereas, to the extent that a portion of the existing viburnum hedge is located within the Easement, the City will cause same to be replanted outside of the Easement, and that such replanting shall be completed with the largest commercially available viburnum material in the local marketplace and install same in a professional and workmanlike manner.

Now, Therefore, the Viscontis and the City agree as follows:

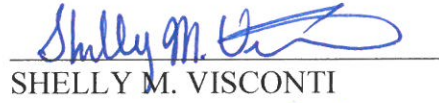
1. The Viscontis will convey to the City the Easement in the form attached hereto as Exhibit "A".
2. The City will pay the Viscontis the sum of \$20,000.00 for the easement.
3. The City will construct the multiuse path within the Easement generally in accordance with the plan attached to the Easement and the tree identified on said plan as a 39" OAK TREE will not be removed during construction of the multiuse path.
4. To the extent that a portion of the existing viburnum hedge is located within the Easement, the City will cause same to be replanted outside of the Easement, and that such replanting shall be completed with the largest commercially available viburnum material in the local marketplace and install same in a professional and workmanlike manner.
5. Contemporaneously with the execution of this Agreement, the City has provided the Viscontis with a zoning verification letter to address the fact that the granting of the Easement in the form attached hereto as Exhibit "A" does not affect the measurement of front or rear yard setbacks.
6. The Viscontis represent and warrant that they have good and clear title to the real property over which the Easement will be granted and that to the extent that there is any lien on

such property, that they will obtain a release of such lien as against the real property on which the easement is located or, in the alternative, a consent and joinder from the lienholder to the easement.

7. This Agreement contains the entire agreement and understanding between the Viscontis and the City and any other agreements not contained herein are of no force or effect, and the parties agree that they have not relied upon any prior representations in entering into this Agreement.


ANTHONY J. VISCONTI, III

Date Executed: 10/18/2023


SHELLY M. VISCONTI

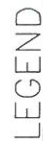
Date Executed: 10/18/2023

CITY OF DELAND

By: _____
Michael P. Pleus, City Manager

Date Executed: _____

EXHIBIT
A



6" CONC.

GRANT OF EASEMENT FOR BIKE TRAIL

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS INDENTURE IS MADE AND ENTERED INTO THIS 16 day of October, 2023, between **ANTHONY J. VISCONTI, III and SHELLY M. VISCONTI**, husband and wife, with a mailing address of 621 N. Arlington Avenue, DeLand, FL 32724 (hereinafter the “**GRANTOR**”), and the **CITY OF DELAND**, a municipal corporation organized and existing under the laws of Florida, with a mailing address of 120 South Florida Avenue, DeLand, Florida 32720, (hereinafter the “**GRANTEE**”).

WHEREAS, GRANTOR is seized in fee simple and in possession of that certain parcel of real estate bearing Parcel Identification Number 7009-44-11-0090 and having a street address of 621 N. Arlington Avenue, DeLand, FL 32724, (hereinafter the “Property”); and

WHEREAS, the City of DeLand is constructing a multiuse trail in the public right-of-way to the east of the Property within which a historic live oak tree is located; and

WHEREAS, GRANTEE has requested that **GRANTOR** grant an easement on the Property so that **GRANTEE** can meander the path around the aforementioned oak tree and thereby save the tree; and

WHEREAS, GRANTEE is requesting the **GRANTOR** to grant an easement over the Property which is more particularly described in the attached Exhibit “A” (hereinafter the “Easement Area”).

NOW THIS INDENTURE WITNESSETH:

That for and in consideration of the Sum of One and No/hundreds (\$1.00) Dollars in hand paid and other valuable considerations, the receipt of which is hereby acknowledged, **GRANTOR** has this day granted unto **GRANTEE** an easement on, over, under, through and across the Easement Area, including but not limited to the right to enter upon the Easement Area, for the purpose of constructing and maintaining a public, paved multiuse trail. **GRANTOR** shall not construct any structures nor install any landscaping within the Easement Area, nor otherwise place any fences or other obstructions within the Easement Area. **GRANTEE** shall have the right to remove trees, brushes, undergrowth, and other obstructions from the Easement Area.

Any other provision of this Indenture notwithstanding, the brick monument located at the southeast corner of the easement and depicted in the attached Exhibit “A” shall not be removed by the City of DeLand, provided however that **GRANTOR** shall be responsible for the maintenance of said monument and **GRANTEE** shall have no obligation to maintain same.

Should the historic live oak tree referred to in the preamble of this Indenture be removed by the City of DeLand on account of acts of God, disease, or other reason which causes the death

or imminent fall danger of the tree, then **GRANTEE** shall, within a reasonable period of time not to exceed ninety (90) days, replant a new Live Oak tree with a minimum height of ten (10) feet and a minimum caliper of four (4) inches.

GRANTOR does hereby covenant with **GRANTEE** that it is lawfully seized and possessed of the real estate above described, that **GRANTOR** has a good and lawful right to grant this easement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTORS:

Anthony J. Visconti, III
ANTHONY J. VISCONTI, III

Shelly M. Visconti
SHELLY M. VISCONTI

Nancy A. Eicher
Witness

Nancy A. Eicher
Witness

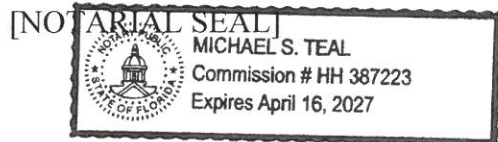
Stephanie M. Adduci
Witness

Stephanie M. Adduci
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 18 day of OCTOBER, 2023, by ANTHONY J. VISCONTI, III
and SHELLY M. VISCONTI, who are personally known to me or who have produced
KNOWN as identification, and who did ☐ or did not ☐ take an oath.

Michael S. Teal
NOTARY PUBLIC, STATE OF FLORIDA



GRANTEE:

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
November 6, 2023

SUBJECT: Consideration re Charter Review 2023/24.

DEPARTMENT: City Clerk

PREPARED BY:

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

Section 159 of the Charter of the City of DeLand provides, in pertinent part, "At least once every ten years the City Commission shall appoint a Charter Review Committee to study this Charter and recommend changes, if any, to be proposed for approval by the voters as provided by general law."

The last Charter review was conducted by an ad hoc committee appointed by the City Commission in 2013, Staff is proposing to appoint the current Committee in December 2023, and complete the Charter review in the early part of 2024, so that any referendum questions can appear on the ballot at the same time as the 2024 General Election. This is the most economical means to accomplish any Charter changes because it avoids the necessity of calling a Special Election. Staff is proposing the following timeline:

- November 6, 2023 - City Commission approves the make-up for the ad hoc committee.
- December 4 or December 18, 2023 - City Commission appoints committee members.
- January - April, 2024 - Committee completes its review process and makes recommendations to the City Commission.
- May 2024 - Ordinances amending the Charter are reviewed and adopted by the City Commission; legal staff prepares the ballot questions.
- June 2024 - deadline for ballot language to be submitted to Supervisor of Elections for the August, 2024 General Election.

The 2013 Charter Review Committee was composed of:

- 1 member of the Planning Board
- 1 Member of the Citizens Advisory Task Force
- 2 Former Commissioners or City Managers
- 1 Current Commissioner

In 2005, the Charter Review was an extensive, line-by-line review of the Charter. Because of this, another extensive review may not be required.

Staff can recruit volunteers if the Commission desires. The Committee would be staffed by the City's Legal Department, the City Manager, and the City Clerk. Staff would propose that the City Attorney first review the Charter for legal sufficiency and consistency with State law, and present his findings at the Committee's first meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There should be no fiscal impact of concern related to the Charter Review Committee process other than staff and Committee member volunteer time. There will be some additional advertising costs above the advertising budget for the General Election (which is +/- \$1,500). In addition, in the event the City's Charter language forces an additional page to the General Election ballot, the City will be required to pay the cost of those pages, along with any other related charges by the Department of Elections (cost unknown but could be as much as several thousand dollars). There is \$1,500 in the budget for elections; any costs above that will have to be taken from contingency.

RECOMMENDATION:

It is recommended that the City Commission discuss and provide direction to staff regarding the following:

1. The structure and composition of the 2023/24 Charter Review Committee, with direction for the following staff members to provide staff support to the Committee: Legal Department, City Manager, City Clerk.
2. Direct staff to bring the names of individuals willing to serve on the Committee in each of the categories by either the first or second meeting in December 2023.
3. Give direction to the City Attorney to review the Charter for legal sufficiency and consistency with State law and provide his findings to the Charter Review Committee at their first meeting.

BACKGROUND/DISCUSSION:

N/A