CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
NOVEMBER 20, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Rabbi Ruthven Silverman, Temple Israel DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, Shop Small Saturday.

2. Employee Years of Service Awards.

   Presentation of Employee Service Awards.

CONSENT AGENDA

1. Resolution Approving Final Budget Amendment FY 2022-2023.

   Presentation of the final budget amendment for FY 2022/2023.

2. Resolution Approving FDOT Public Transportation Grant Award 438416-2 for Airport East Hangar Complex Phase 1b Design Project.

   Staff recommends that the City Commission approve the resolution and PTGA (Public Transportation Grant Agreement).

3. Consideration re Award of Bid for West Apron Rehabilitation.

   Staff recommends that the City Commission award the West Apron Rehabilitation Construction Project to Halifax Paving, Inc in the amount of $2,429,311.95.

4. Consideration re Award of Bid, Old Fire Station Demolition and New Parking Lot.

   Staff recommends that the City Commission award Base and Alternate Bid items 1 and 2 to JBI Contractors to construct Old Fire Station Demolition and New Parking Lot in the amount of $1,184,377.23.

5. Consideration re Utility Service Agreement for Meadowlea Village.

   Staff recommends that the City Commission approve the Utility Service Agreement for Meadowlea Village.

6. Consideration re Cost Share Agreement with St. John's River Water Management District for DeLand Wiley M. Nash Water Reclamation Facility Project.

Staff recommends that the City Commission approve the Cost Share Agreement between the St. Johns River Water Management District and the City of DeLand for the DeLand Wiley M. Nash Water Reclamation Facility project.

7. Resolution Approving the Authorization of the City Manager to Execute Deductive Change Orders for Owner Direct Purchases Related Solely to the Contract for Construction Management / General Contracting Services for Construction Phase Services for the City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion.

   Resolution authorizing the City Manager to execute deductive change orders to WRF Construction Contract related to owner direct purchases.

8. Consideration re Professional Services Agreement for Transportation Engineering Services with LTG Engineering and Planning.

   Staff recommends the City Commission approve the Professional Services Agreement between LTG Engineering & Planning and the City of DeLand for continuing transportation engineering services.

9. Consideration re Professional Services Agreement for Civil Engineering Services with CPH, Inc.

   Staff recommends the City Commission approve the Professional Services Agreement between CPH and the City of DeLand for continuing civil engineering services.

10. Consideration re Professional Services Agreement for Civil Engineering Services with Freese and Nichols.

    Staff recommends the City Commission approve the Professional Services Agreement between Freese and Nichols and the City of DeLand for continuing civil engineering services.

11. Consideration re Enrollment in CARFAX Investigative Tools.

    It is recommended the City Commission approve the enrollment for DeLand Police Department to access Carfax's Investigative Tools.

12. Consideration re Miller-Fish Building (Fish Building) Historical Plaque.

    The verbiage of the plaque is as follows:
    On February 9, 1960, students from DeLand's all-Black Euclid High School staged a sit-in at the lunch counter in the Woolworth's store which occupied this building. One of the leaders was Joyce Cummings Cusak, who went on to become the first Black person to be elected to the Florida legislature from Volusia County. Although lunch counter sit-ins had begun in other Southern cities, DeLand's was only the second in Florida. The students also sat in at McCrory's located across the street. They continued their protest for a week, causing the lunch counters to shut down. During their action, the students were protected by the City of DeLand Police. Eventually, Woolworth's and McCrory's reopened their lunch counters, serving customers regardless of color.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-23, Amending the Zoning of Approximately 38.5 Acres of Property, Located at 801 Sol Y Sombra for the Manchester Neighborhood Planned Development. First Reading on 10-16-2023.

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

2. Second Reading of Ordinance No. 2023-24, Amending the Zoning of Approximately 14.57 Acres of Property, Located at the Intersection of Clear Lake Road and North Spring Garden Avenue, the Pointe Grand Apartments Planned Development. First Reading 10-16-2023.

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

3. Second Reading of Ordinance No. 2023-25, Abandoning a 50-Foot Wide by 255-Foot Long Portion of the Pine Avenue Right-of-Way Running along the Western Boundary of 1632 Parade Circle, and along the Eastern Boundary of 1615 and 1607 North Woodland Boulevard. First Reading 10-16-2023.

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

4. Second Reading of Ordinance No. 2023-26, Granting a Petition to Create the Cresswind DeLand Community Development District. First Reading 11-6-2023.

   Second Reading of Ordinance Granting A Petition To Create The Cresswind DeLand Community Development District.

5. Consideration re Interlocal Agreement for the Cresswind DeLand Community Development District.

   This is a companion resolution to Ordinance 2023-1486 which established the Cresswind DeLand Community Development District. The adopted 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. This 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.

6. Second Reading of Ordinance No. 2023-27, Granting a Petition to Create the Kepler Road Community Development District. First Reading 11-06-2023.

   Second Reading of Ordinance Granting A Petition To Create The Kepler Road Community Development District.

7. Consideration re Interlocal Agreement for the Kepler Road Community Development District.

   This is a companion resolution to Ordinance 2023-1485 which established the Kepler Road Community Development District. The adopted 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. This 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.

NEW BUSINESS

1. First Reading of an Ordinance Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed and Adding Veterinary Clinics and Doggie Daycare Facilities with no Outside Runs or Kennels as a Conditional Use in C-2A.

   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.The proposed draft also adds Veterinary Clinics and Doggie Daycare facilities with no outside runs or kennels as a conditional use in C-2A.

2. First Reading of Ordinance, Changing the Zoning Amending the DeLand Toyota PD, for +-10.43 Acres of Property, Located at 1701 South Woodland Boulevard, to Amend and Restate DeLand Toyota Planned Development, for the Purposes of Creating One Overall Development Plan with the Addition of a Proposed 8,000 Square Foot Building.

   This is a request to approve the Amended and Restated DeLand Toyota PD Agreement on first reading.

3. Resolution Approving a Class IV Site Plan, Hillpointe/Pointe Grand Apartments, Located Southeast of the Intersection of Clear Lake Road and North Spring Garden Avenue.

   The City Commission is requested to approve the Class IV site plan for the Pointe Grand Apartments.

4. Resolution Approving Final Plat, Lakewood Park Phase 3 Located at Dr. Martin Luther King, Jr. Beltway and County Road 4139.

   The applicant, Richard Brown, Johnston's Surveying, Inc, is requesting approval of a Final Plat for Phases 3a and 3b of the Lakewood Park residential subdivision to subdivide a 79.74-acre parcel into 123 single-family residential lots, stormwater, open space tracts, tree protection areas.

5. Consideration re Utility Service Agreement for DeLand Commons.

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

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.

2. Report re River-to-Sea TPO.

3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

1. Announcement of Board Vacancies.

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *the City of DeLand, Florida, celebrates our local small businesses and the contributions they make to our local economy and community; and*

Whereas, *according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, representing 99.7% of firms with paid employees, and they are responsible for 62.7% of net new jobs created since 1995; and*

Whereas, *small businesses employ 46.4% of the employees in the private sector in the United States and 79% of U.S. consumers feel a personal commitment to support small businesses, in their community; and*

Whereas, *72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers all year long; and*

Whereas, *DeLand supports our local businesses that create jobs, boost our local economy, and preserve our communities; and*

Whereas, *advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.*

Now, therefore, *I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, November 25, 2023 as:*

Small Business Saturday

in the City of DeLand and urge all citizens of DeLand to support small businesses, restaurants and merchants on Small Business Saturday and throughout the year.

Done and proclaimed *this 20th day of November 2023.*

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Christopher M. Cloudman, Mayor

Attest:

_____

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, November 14, 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
Christopher Pearsall, Fire Department
10 Years of Service
Reggie May, Police Department
John Carson, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

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 20, 2023

SUBJECT: Resolution Approving Final Budget Amendment FY 2022-2023.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY22-23 Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

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

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

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

Operating Contingency balances after these amendments are as follows:

General Fund	$60,020
Water & Sewer Fund	$392,903
Airport Fund	$0
Stormwater Fund	$0
Permits & Inspections Fund	$0

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

Presentation of the final budget amendment for FY 2022-2023, recognizing anticipated actual revenues and expenditures.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GRANTS AND SPECIAL REVENUE FUND, WATER AND SEWER FUND, AIRPORT FUND, PERMITS & INSPECTIONS FUND AND WORKERS COMPENSATION SELF-INSURANCE FUND FOR THE FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2022-2023; and

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

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

Section 1. The budget of the City of DeLand for fiscal year 2022-2023 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**52,333,039**	**42,677**	**789,502**	**51,586,214**
	Transfers				
001-9999-381-430	TRANSFER FROM AIRPORT FUND	225,162	42,677	0	267,839
	Other Sources Revenue				
001-0000-380-000	USE OF RESERVES	5,534,014	0	789,502	4,744,512
EXPENDITURES		**52,333,039**	**92,886**	**839,711**	**51,586,214**
	City Commission				
001-0100-411-100	EXECUTIVE SALARIES	62,706	400	0	63,106
001-0100-540-100	TRAVEL & PER DIEM	23,185	0	400	22,785
	City Clerk				
001-0102-531-100	PROFESSIONAL SERVICES	13,000	6,250	0	19,250
001-0102-534-100	CONTRACTUAL SERVICES	4,000	0	4,000	0
001-0102-540-100	TRAVEL & PER DIEM	3,724	0	2,500	1,224
001-0102-549-100	OTHER OBLIGATIONS	9,000	4,300	0	13,300
001-0102-555-100	TRAINING	1,625	0	1,000	625
	Human Resources				
001-0115-412-100	REGULAR SALARIES & WAGES	154,253	5,500	0	159,753
001-0115-555-100	TRAINING	41,925	0	5,500	36,425
	Fleet Maintenance				
001-1306-412-100	REGULAR SALARIES & WAGES	343,512	0	10,000	333,512
001-1306-543-100	POWER	1,429	10,000	0	11,429
	Parks				
001-1403-543-200	WATER/SEWER/GARBAGE/SW	106,440	11,900	0	118,340
001-1403-543-100	POWER	96,639	7,000	0	103,639
001-1403-546-400	EQUIPMENT MAINTENANCE	40,630	4,500	0	45,130
001-1403-552-100	OPERATING SUPPLIES	39,211	8,850	0	48,061
001-1403-552-400	GAS/OIL	25,847	10,500	0	36,347
	Stadium				
001-1408-543-100	POWER	55,048	13,100	0	68,148
	Special Events				
001-1409-534-100	CONTRACTUAL SERVICES	33,000	0	25,000	8,000
	Chisholm Center				

001-1410-552-100	OPERATING SUPPLIES	28,970	6,000	0	34,970
	Sperling Sports Complex				
001-1411-552-100	OPERATING SUPPLIES	66,225	3,500	0	69,725
	Transfers				
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	4,874,609	1,086	0	4,875,695
001-9999-991-430	TRANSFER TO AIRPORT FUND	637,359	0	637,359	0
	Contingency				
001-9990-999-200	RESERVE CONTINGENCY	153,952	0	153,952	0

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**13,183,216**	**1,086**	**0**	**13,184,302**
	Transfers				
190-9999-381-001-PR2203	ECHO - PLAYGROUND EQUIP JACKSON LANE PK	149,973	1,086	0	151,059
EXPENDITURES		**13,183,216**	**1,086**	**0**	**13,184,302**
	Parks				
190-1403-664-000-PR2203	ECHO - PLAYGROUND EQUIP JACKSON LANE PK	299,973	1,086	0	301,059

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**139,149,614**	**216,600**	**0**	**139,366,214**
	Charges for Services				
401-0000-343-310	WATER OPERATING INCOME	11,755,643	66,600	0	11,822,243
401-0000-343-320	WATER - REUSE	1,369,685	150,000	0	1,519,685
EXPENDITURES		**139,149,614**	**226,600**	**10,000**	**139,366,214**
	Administration				
401-4201-534-100	CONTRACTUAL SERVICES	0	66,600	0	66,600
	Water Production				
401-4203-412-100	REGULAR SALARIES & WAGES	411,590	10,000	0	421,590
401-4203-534-100	CONTRACTUAL SERVICES	30,750	0	10,000	20,750
	Wastewater Treatment				
401-4205-543-100	POWER	538,568	150,000	0	688,568

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**10,552,528**	**680,036**	**637,359**	**10,595,205**
430-0000-380-000	USE OF RESERVES	315,158	680,036	0	995,194
430-9999-381-001	TRANSFER FROM GENERAL FUND	637,359	0	637,359	0
EXPENDITURES		**10,552,528**	**42,677**	**0**	**10,595,205**
430-9999-991-001	TRANSFER TO GENERAL FUND	225,162	42,677	0	267,839

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**3,815,022**	**0**	**0**	**3,815,022**
EXPENDITURES		**3,815,022**	**89,750**	**89,750**	**3,815,022**
480-4800-412-100	REGULAR SALARIES & WAGES	1,332,107	0	89,750	1,242,357
480-4800-414-100	OVERTIME	0	68,250	0	68,250
480-4800-534-100	CONTRACTUAL SERVICES	111,000	21,500	0	132,500

WORKERS COMPENSATION SELF-INSURANCE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**852,741**	**40,000**	**0**	**892,741**
510-0000-369-900	MISCELLANEOUS REVENUE	0	40,000	0	40,000
EXPENDITURES		**852,741**	**40,000**	**0**	**892,741**
510-5100-424-220	PAYMENT OF CLAIMS	365,000	25,000	0	390,000
510-5100-424-230	PREMIUMS	244,471	15,000	0	259,471

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2022-2023 is hereby ratified and confirmed as adopted by Resolutions 2022-77, 2022-108, 2022-109, 2023-07, 2023-18, 2023-26, 2023-30, 2023-33, 2023-36, 2023-40, 2023-57, 2023-69 and 2023-77.

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

PASSED AND DULY ADOPTED this 20th day of November, 2023.

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Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

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Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

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Darren J. Elkind
City Attorney

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		***42,677***	***789,502***	
001-9999-381-430	TRANSFER FROM AIRPORT FUND	42,677		increase transfer from Airport Fund for repayment of NW Ind Bus Park Access Road funding
001-0000-380-000	USE OF RESERVES		789,502	decrease Use of Reserves
EXPENDITURES		***92,886***	***839,711***	
001-0100-411-100	EXECUTIVE SALARIES	400		increase appropriation for City Commission salaries
001-0100-540-100	TRAVEL & PER DIEM		400	decrease appropriation for City Commission travel
001-0102-531-100	PROFESSIONAL SERVICES	6,250		increase appropriation for recordings
001-0102-534-100	CONTRACTUAL SERVICES		4,000	decrease appropriation for shredding
001-0102-540-100	TRAVEL & PER DIEM		2,500	decrease appropriation for City Clerk travel
001-0102-549-100	OTHER OBLIGATIONS	4,300		increase appropriation for ordinance advertisements
001-0102-555-100	TRAINING		1,000	decrease appropriation for City Clerk training
001-0115-412-100	REGULAR SALARIES & WAGES	5,500		increase appropriation for HR salaries
001-0115-555-100	TRAINING		5,500	decrease appropriation for HR training
001-1306-412-100	REGULAR SALARIES & WAGES		10,000	decrease appropriation for salaries
001-1306-543-100	POWER	10,000		increase appropriation for power
001-1403-543-200	WATER/SEWER/GARBAGE/SW	11,900		increase appropriation for water bills
001-1403-543-100	POWER	7,000		increase appropriation for power
001-1403-546-400	EQUIPMENT MAINTENANCE	4,500		increase appropriation for equipment maintenance
001-1403-552-100	OPERATING SUPPLIES	8,850		increase appropriation for operating supplies
001-1403-552-400	GAS/OIL	10,500		increase appropriation for gas/oil
001-1408-543-100	POWER	13,100		increase appropriation for Stadium power
001-1409-534-100	CONTRACTUAL SERVICES		25,000	decrease appropriation for Special Event funding
001-1410-552-100	OPERATING SUPPLIES	6,000		increase appropriation for operating supplies
001-1411-552-100	OPERATING SUPPLIES	3,500		increase appropriation for operating supplies
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	1,086		increase transfer to Grants & Speical Revneue Fund for Playground Equipment at Jackson Lake Park
001-9999-991-430	TRANSFER TO AIRPORT FUND		637,359	decrease transfer to Airport Fund for NW Industrial Business Park Access Road
001-9990-999-200	RESERVE CONTINGENCY		153,952	decrease appropriation for Reserve Contingencies
GRANTS & SPECIAL REVENUE FUND				
REVENUES		***1,086***	***0***	
190-9999-381-001-PR2203	ECHO - PLAYGROUND EQUIP JACKSON LANE PK	1,086		increase transfer from General Fund for Playground Equipment at Jackson Lake Park
EXPENDITURES		***1,086***	***0***	
190-1403-664-000-PR2203	ECHO - PLAYGROUND EQUIP JACKSON LANE PK	1,086		increase appropriation for Playground Equipment at Jackson Lane Park
WATER & SEWER FUND				
REVENUES		***216,600***	***0***	
401-0000-343-310	WATER OPERATING INCOME	66,600		increase funding for water operating income
401-0000-343-320	WATER - REUSE	150,000		increase funding for water - reuse
EXPENDITURES		***226,600***	***10,000***	
401-4201-534-100	CONTRACTUAL SERVICES	66,600		increase appropriation for County of Volusia water bills
401-4203-412-100	REGULAR SALARIES & WAGES	10,000		increase appropriation for additional salaries
401-4203-534-100	CONTRACTUAL SERVICES		10,000	decrease appropriation for inmate contract
401-4205-543-100	POWER	150,000		increase appropriation for power

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
AIRPORT FUND				
REVENUES		***680,036***	***637,359***	
430-0000-380-000	USE OF RESERVES	680,036		increase use of reserves
430-9999-381-001	TRANSFER FROM GENERAL FUND		637,359	decrease transfer from General Fund for NW Industrial Business Park Access Road
EXPENDITURES		***42,677***	***0***	
430-9999-991-001	TRANSFER TO GENERAL FUND	42,677		increase transfer to General Fund for repayment of NW Ind Bus Park Access Road funding
PERMITS & INSPECTIONS FUND				
REVENUES		***0***	***0***	
EXPENDITURES		***89,750***	***89,750***	
480-4800-412-100	REGULAR SALARIES & WAGES		89,750	decrease appropriation for salaries
480-4800-414-100	OVERTIME	68,250		increase appropriation for overtime
480-4800-534-100	CONTRACTUAL SERVICES	21,500		increase appropriation for contractual services
WORKERS COMPENSATION SELF-INSURANCE FUND				
REVENUES		***40,000***	***0***	
510-0000-369-900	MISCELLANEOUS REVENUE	40,000		increase funding from misc revenues
EXPENDITURES		***40,000***	***0***	
510-5100-424-220	PAYMENT OF CLAIMS	25,000		increase appropriation for overtime
510-5100-424-230	PREMIUMS	15,000		increase appropriation for overtime

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award 438416-2 for Airport East Hangar Complex Phase 1b Design Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Exhibit A-FDOT Agreement

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The design of East Hangar Complex Phase 1b consists of converting Old NDB Rd into a taxilane, rehabilitation of the East Aircraft Parking Apron, design of a new roadway to airport businesses, and relocation of existing utilities to provide a clear Taxilane Object Free Area. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% ($178,600) of the design costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of $178,600 or 80% in FDOT funding, with remaining funds $44,650 or 20% to be provided by the Airport. The FY 22/23 budget included $250,000 for the project with $200,000 in funding from FDOT and $50,000 from Airport reserves. These will be included in a budget carryforward amendment for FY 23/24 to be presented to the City Commission for approval at a future meeting.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

BACKGROUND/DISCUSSION:

Old NDB Rd is currently a joint-use roadway. It acts both as a roadway to businesses and as an active taxilane for aircraft. To increase safety measures, Old NDB Rd needs to be converted into a taxilane to help prevent future incidents. The apron is part of an old (1940s) runway which needs to be rehabilitated in order to provide a safe apron area and additional parking for aircraft.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE FLORIDA DEPARTMENT OF TRANSPORATION, FINANCIAL MANAGEMENT NO. 438416-2-94-01; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide funding for the East Hangar complex phase 1b, infrastructure design at DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

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

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

Section 1. The City Commission hereby sets aside the additional amount of $44,650 pay for its share (20%) of the anticipated cost.

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

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

PASSED AND DULY ADOPTED this 20th 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

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

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
438416-2-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000307028
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

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

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

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

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in East Hangar complex phase 1b, infrastructure design at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

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

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

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

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

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

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. Project Cost:

a. The estimated total cost of the Project is $223,250. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $178,600 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    Federal Funded:

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

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

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

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

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

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

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

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

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

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

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

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

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

State Funded:

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

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

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

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

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

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

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

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

And

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

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

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

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

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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

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

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

g. E-Verify. The Agency shall:

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

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

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

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

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

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

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

19. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): East Hangar complex phase 1b, infrastructure design at Deland Municipal Airport. There is a need to convert Old NDB into a taxilane for the safety of aircraft. Currently Old NDB is used as a road and a taxilane. The apron is old and needs to be rehabilitated. Design of a new roadway, conversion of Old NDB road into a taxilane, rehab aircraft parking apron, stormwater permitting and relocation of utilities.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Infrastructure and Utility Relocation Design: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents for the infrastructure construction project. This includes new roadway, conversion of existing road into taxilane, rehabilitation/reconstruction of aircraft parking apron, airfield lighting/markings, and related stormwater.

The specifics of the Project Scope for design and bid/award services are described in and limited by the Proposed Scope of Services prepared by AVCON, Inc., dated October 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



DeLand MUNICIPAL AIRPORT

AVCON

AVCON, INC.

EAST HANGAR COMPLEX - PHASE 1B

DELAND MUNICIPAL AIRPORT
DELAND, FLORIDA

PROJECT SCOPE EXHIBIT

SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: BHH
DRAWN BY: BHH
CHECKED BY: BHH
APPROVED BY:
DATE: SEPTEMBER 2023

FDOT FM NO. -
AVCON PROJECT NO. -
EXH_EASTHANGARSPHASE1B-REV2

REFERENCE EXHIBIT

DRAWING
EXH-1

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438416-2-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$178,600.00
438416-2-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$44,650.00
	Total Financial Assistance						$223,250.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$178,600.00	$44,650.00	$0.00	$223,250.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$178,600.00	$44,650.00	$0.00	$223,250.00			

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

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

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

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

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

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

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

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

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

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

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

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

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

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

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

B. Agency Compliance Certification.

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

a. Florida Statutes (F.S.)

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

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

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

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

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

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

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

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

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

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

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

C. Agency Authority.

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

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

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

1. **Accounting System.**

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

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

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

2. **Good Title.**

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

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

3. **Preserving Rights and Powers.**

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

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

4. **Hazard Removal and Mitigation.**

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

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

5. Airport Compatible Land Use.

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

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

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

6. Consistency with Local Government Plans.

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

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

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

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

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

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

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

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

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

8. Airport Financial Plan.

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

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

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

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

10. Fee and Rental Structure.

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

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

11. Public-Private Partnership for Aeronautical Uses.

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

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

12. Economic Nondiscrimination.

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

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

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

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

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

14. Operations and Maintenance.

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

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

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

15. Federal Funding Eligibility.

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

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

16. Project Implementation.

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

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

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

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

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

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

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $178,600

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Award of Bid for West Apron Rehabilitation.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: West Apron Bid Tabulation, EOR Recommendation Letter

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

This project consists of a rehabilitating the West Apron area pavements. Most of the pavement will be rehabilitated by milling the existing 1" thick asphalt surface course and approximately 2" of the existing 8" to 10" limerock base course and applying an asphalt overlay. The remainder of existing apron pavement will be fully removed and replaced with 7" asphalt pavement.

This project was bid in accordance with the City's purchasing procedures including advertisement in the local newspaper and on the internet-based Demand Star system. In March 2023, two bids were received from Halifax Paving, Inc. and P&S Paving, Inc. as summarized on the attached bid tabulation. This project consists of Airport Improvement Program (AIP) eligible items and AIP ineligible items (Like asphalt patches and temporary pavement markings). After careful review of budget and grant funding, Staff would like to move forward with award of both AIP Eligible and Ineligible items. Halifax Paving, Inc. was the lowest and the most responsible bidder in the total amount of $2,429,311.95.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Facilities and Infrastructure

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lowest bidder, Halifax Paving, Inc, submitted a base bid amount of $2,334,493.30 for AIP eligible items and $94,818.65 for NON-AIP eligible items. The Federal Aviation Administration (FAA) has agreed to fund 90% ($2,101,044) for AIP eligible items. The Florida Department of Transportation (FDOT) has agreed to fund 8% (186,759.46) of the AIP eligible items with the remaining funds 2% (46,689.87) to be provided by the Airport's budget. For AIP Ineligible items, FDOT has agreed to fund 80% ($75,854.92) with the airport budget funding the remaining 20% (18,963.73). The total amount of $65,653.60 from Airport Budget will be used for this project (which is available in Airport Fund).

RECOMMENDATION:

Staff recommends that the City Commission award the West Apron Rehabilitation Construction Project to Halifax Paving, Inc in the amount of $2,429,311.95

BACKGROUND/DISCUSSION:

Staff submitted a grant pre-application to FAA for approval in October 2022 and an actual grant application in May 2023. FAA requires applicants to have actual bids prior to submitting for final grant application. Final grant funding is usually awarded between September to November of each year. As part of the bidding process, all bidders were required to hold their bids for a period of six months to make sure FAA grants would be available at the time of the bid award.

DELAND MUNICIPAL AIRPORT
WEST APRON REHABILITATION
BID TABULATION

AIP ELIGIBLE ITEMS

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		HALIFAX PAVING, INC.		P&S PAVING, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$30,000.00	$30,000.00	$50,000.00	$50,000.00	$15,000.00	$15,000.00
2	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$76,000.00	$76,000.00
3	C-105-1	MOBILIZATION	LS	1	$276,937.25	$276,937.25	$138,500.00	$138,500.00	$240,000.00	$240,000.00
4	C-106-1	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1	$30,000.00	$30,000.00	$25,000.00	$25,000.00	$50,000.00	$50,000.00
5	M-020-1	TIE DOWN ANCHORS, NEW	EA	84	$400.00	$33,600.00	$450.00	$37,800.00	$475.00	$39,900.00
6	P-101-1	FULL DEPTH ASPHALT PAVEMENT REMOVAL	SY	2,090	$8.00	$16,720.00	$5.00	$10,450.00	$15.50	$32,395.00
7	P-101-2	ASPHALT PAVEMENT MILLING - 1" NOMINAL	SY	45,703	$2.00	$91,406.00	$2.00	$91,406.00	$1.00	$45,703.00
8	P-101-3	LIMEROCK BASE MILLING - 2" NOMINAL	SY	45,703	$2.00	$91,406.00	$2.00	$91,406.00	$1.00	$45,703.00
9	P-152-1	UNCLASSIFIED EXCAVATION	CY	324	$25.00	$8,100.00	$100.00	$32,400.00	$56.00	$18,144.00
10	P-211-1	LIME ROCK BASE COURSE - REWORK EXISTING LIME ROCK BASE (SCARIFY, GRADE, COMPACT)	SY	45,703	$7.50	$342,772.50	$3.00	$137,109.00	$0.20	$9,140.60
11	P-211-2	LIME ROCK BASE COURSE - 7"	SY	1,172	$10.00	$11,720.00	$25.00	$29,300.00	$23.00	$26,956.00
12	P-401-1	ASPHALT MIXTURE PAVEMENT - BOTTOM LIFT	TON	4,003	$200.00	$800,600.00	$135.00	$540,405.00	$168.00	$672,504.00
13	P-404-1	FUEL-RESISTANT ASPHALT MIXTURE PAVEMENT - SURFACE COURSE	TON	4,050	$250.00	$1,012,500.00	$200.00	$810,000.00	$203.00	$822,150.00
14	P-602-1	EMULSIFIED ASPHALT PRIME COAT	GAL	10,767	$5.00	$53,835.00	$6.00	$64,602.00	$3.20	$34,454.40
15	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	2,341	$5.00	$11,705.00	$6.00	$14,046.00	$2.70	$6,320.70
16	P-605-1	JOINT SEALANTS FOR PAVEMENTS	LF	450	$3.00	$1,350.00	$10.00	$4,500.00	$21.00	$9,450.00
17	P-620-1	MARKING - YELLOW, WITH REFLECTIVE MEDIA, INCLUDING SURFACE PREPARATION	SF	3,350	$2.00	$6,700.00	$5.50	$18,425.00	$6.50	$21,775.00
18	P-620-2	MARKING - BLACK, WITHOUT REFLECTIVE MEDIA, INCLUDING SURFACE PREPARATION	SF	9,908	$1.00	$9,908.00	$0.85	$8,421.80	$1.00	$9,908.00
19	P-620-3	TEMPORARY MARKINGS - YELLOW, WITHOUT REFLECTIVE MEDIA, INC. SURFACE PREPARATION	SF	3,350	$1.00	$3,350.00	$3.35	$11,222.50	$1.50	$5,025.00
20	T-904-1	SODDING (INCLUDING 2" INCIDENTAL TOPSOIL)	SY	3,850	$4.00	$15,400.00	$4.00	$15,400.00	$8.80	$33,880.00
21	SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,200.00	$5,200.00
22	SP-105-1	ELECTRICAL DEMOLITION	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$5,200.00	$5,200.00
23	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE	LF	8,000	$2.50	$20,000.00	$2.25	$18,000.00	$2.40	$19,200.00
24	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	3,600	$3.00	$10,800.00	$3.00	$10,800.00	$3.20	$11,520.00
25	L-108-3	3/4" DIAMETER BT 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	70	$150.00	$10,500.00	$150.00	$10,500.00	$155.00	$10,850.00

WEST APRON REHABILITATION
BID TABULATION
(CONT.)

AIP ELIGIBLE ITEMS (CONT.)

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		HALIFAX PAVING, INC.		P&S PAVING, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
26	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT BURIED DUCT	LF	3,000	$10.00	$30,000.00	$8.50	$25,500.00	$9.00	$27,000.00
27	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	600	$22.00	$13,200.00	$25.00	$15,000.00	$26.00	$15,600.00
28	L-125-1	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	38	$1,500.00	$57,000.00	$1,900.00	$72,200.00	$2,000.00	$76,000.00
29	L-125-2	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (A)	EA	6	$1,800.00	$10,800.00	$1,900.00	$11,400.00	$2,000.00	$12,000.00
30	L-125-3	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	6	$1,000.00	$6,000.00	$950.00	$5,700.00	$1,000.00	$6,000.00
				TOTAL AIP ELIGIBLE		**$3,046,309.75**		**$2,334,493.30**		**$2,402,978.70**

AIP INELIGIBLE ITEMS

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		HALIFAX PAVING, INC.		P&S PAVING, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	P-401-2	ASPHALT PAVEMENT PATCH	SF	950	$50.00	$47,500.00	$14.00	$13,300.00	$28.00	$26,600.00
2	P-620-1	MARKING - YELLOW, WITH REFLECTIVE MEDIA, INCLUDING SURFACE PREPARATION	SF	767	$2.00	$1,534.00	$5.50	$4,218.50	$6.00	$4,602.00
3	P-620-2	MARKING - BLACK, WITHOUT REFLECTIVE MEDIA, INCLUDING SURFACE PREPARATION	SF	1,533	$1.00	$1,533.00	$0.85	$1,303.05	$1.00	$1,533.00
4	P-620-3	TEMPORARY MARKINGS - YELLOW, WITHOUT REFLECTIVE MEDIA, INC. SURFACE PREPARATION	SF	767	$0.50	$383.50	$1.30	$997.10	$1.50	$1,150.50
5	MA-1	MISCELLANEOUS ALLOWANCE	EA	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
				TOTAL AIP INELIGIBLE		**$125,950.50**		**$94,818.65**		**$108,885.50**
				TOTAL BID		**$3,172,260.25**		**$2,429,311.95**		**$2,511,864.20**

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. Michigan Street, Ste. 200
Orlando, Florida 32822
407.599.1122 | avconinc.com

May 15, 2023

Mr. Chad Gamble, P.E.
Director of Public Services
City of DeLand
1102 S. Garfield Avenue
DeLand, FL 32724

Re: Recommendation to Award
DeLand Municipal Airport (DED)
West Apron Rehabilitation
Bid No. 23-08
FDOT FM No. 447565-1-94-01
FAA AIP No. 3-12-0019-023-2019

Dear Mr. Gamble:

On May 4, 2023, at 3PM, the City received bids on the above-noted project. A total of two (2) bids were received as follows:

	AIP Eligible	AIP Ineligible	Total Bid
Halifax Paving, Inc.	$2,334,493.30	$94,818.65	$2,429,311.95
P&S Paving, Inc.	$2,402,978.70	$108,885.50	$2,511,864.20
Engineer's Estimate	$3,046,309.75	$125,950.50	$3,172,260.25

The apparent low bidder is **Halifax Paving, Inc. (Halifax)** with a Total Bid of $2,429,311.95, which is 23.4% lower than the Engineer's Estimate. We feel the difference is based on the reduction in fuel prices from last year and a more competitive construction market in general. A complete list of all quantities and unit prices is provided in the attached Bid Tabulation.

Halifax's bid appears to be complete and responsive. It included the 5% Bid Bond, acknowledgement of Addendum #1, and certification that they are pre-qualified by the FDOT. Some items were missing from their original bid but have since been provided. Included in the additional requested information was Halifax's DBE documentation. Since they are only able to meet 2% of the 14.37% DBE goal set for the project, documentation of their Good Faith Efforts was also provided.

The second bid received was from P&S Paving, Inc. (P&S) with a Total Bid of $2,511,864.20. This is 20.8% lower than the Engineer's Estimate. P&S included the 5% Bid Bond, acknowledged Addendum 1, and is also pre-qualified by FDOT. P&S' bid was also missing some required documentation.

Subject to the availability of funding, AVCON recommends awarding the contract to **Halifax Paving, Inc.** for the Total Bid amount of **Two Million Four Hundred Twenty-Nine Thousand, Three Hundred Eleven Dollars and 95/100 ($2,429,311.95).**

We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

Craig Sucich, PE
Senior Project Manager

Enclosure: Bid Tabulation

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Award of Bid, Old Fire Station Demolition and New Parking Lot.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Bid Tabulation

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The Old Fire Station at the northwest corner of Florida Ave. and Howry Ave. will be demolished and replaced with a 94-space parking lot, of which 6-8 spaces will be dedicated to EV charging. An additional 8 parking spaces will be added as on-street parking along the west side of Florida Avenue. Stormwater management will be handled via a 24-chamber Stormtech system located beneath the north end of the proposed parking lot. City code-compliant lighting and landscaping will be installed in and around the new parking lot. The new parking lot will be designated as an all-day lot and serve the SONY district as well as overflow parking for City Hall.

The bid form was arranged to provide a total of three alternate base bid items to facilitate deletion of portions of the work. The three bid items are summarized as follows:
Bid Alternate # 1 includes milling and resurfacing of the existing City Hall parking lot and installing new striping.
Bid alternative 2 is for Georgia Avenue Drainage Improvements, which includes construction of a new 24" storm sewer pipe to carry stormwater runoff from Georgia Avenue bypassing the existing undersized storm sewer system through the City Hall parking lot to the existing pond.
Bid Alternate # 3 includes installation of 1" conduit for new parking lot cameras.

This project was bid in accordance with the City's purchasing procedures, including advertisement in the local newspaper and on the internet-based Demand Star system. On November 2, 2023, five bids were received for this project as summarized on the attached bid tabulation. JBI Contractors of New Smyrna Beach, Florida is the lowest and the most responsible bidder in the amount of $1,219,987.23 (Base bid plus three alternate bid items).

The City IT Department will install wireless cameras in the new parking lot; therefore, Alternate Bid Item # 3, will not be awarded. In order to improve Georgia Avenue drainage and City Hall parking lot pavement, Alternate Bid Items 1 & 2 will be awarded resulting in total bid amount of 1,184,377.23. 5% project contingency fund is requested to be included in case there are change orders during construction.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Funding for the base bid, demolition and construction of the new parking lot, in the amount of $801,468.52, will come from budgeted funds in the Downtown CRA Fund ($495,800) and funds from the General Government Impact Fees in the Governmental Impact Fee Trust Fund ($305,668.52). Funding for the Bid Alternate #1, milling and resurfacing of the existing City Hall parking lot, in the amount of $129,196.71, will come from the budgeted funds in the Capital Fund ($50,000) and the reallocating of budgeted road resurfacing funds in the Grants & Special Revenue Fund ($79,196.71). Funding for the Bid Alternate #2, Georgia Avenue Drainage Improvements, in the amount of $253,712.00, will come from reallocating the budgeted Fire Station Pump Design funds in the Stormwater Fund. A future budget amendment for FY 23/24 will be presented to the City Commission for approval which includes these changes.

RECOMMENDATION:

Staff recommends that the City Commission award of base and Alternate Bid items 1 and 2 to JBI Contractors to construct Old Fire Station Demolition and New Parking Lot in the amount of $1,184,377.23.

BACKGROUND/DISCUSSION:

Multiple references including City of New Smyrna Beach and City of Port Orange contacted by staff indicated that they have had very positive experiences with JBI Contractors.

- Completed work in a timely manner
- Did a good job in Maintenance of Traffic (MOT) and Safety Operations
- Provided submittal of documents and reports in a timely manner
- Provided high quality of work
- Did cooperate well with governmental agencies staff, traveling public, other contractors and property owners
- Managed unanticipated issues and changes at minimal cost to the owner

City of DeLand Bid Tabulation Sheet
B-24-01 - Old Fire Station #81 Demolition and New Parking Lot

Bid #	Company Name	Base	Alternate 1
1	GPS Civil Construction	828,388.40	121,430.60
2	A.G. Pifer Construction	1,091,250.25	161,793.50
3	JBI Contractors	801,468.52	129,196.71
4	Boulevard Contractors	1,353,220.00	342,210.00
5	D&W Paving Inc.	912,174.20	115,393.26

Alternate 2	Alternate 3	Total
397,931.00	50,000.00	1,397,750.00
269,884.75	46,460.00	1,569,388.50
253,712.00	35,610.00	1,219,987.23
286,700.00	15,860.00	1,997,990.00
287,189.30	58,436.00	1,373,192.76

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Utility Service Agreement for Meadowlea Village.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

Meadowlea Village subdivision will be located between Carter Road and Eidson Drive and just north of the Airport in DeLand. The proposed residential subdivision Phase 4 & 5 will provide 103 single family residential lots. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the city will receive water and impact fees and ongoing utility revenue from the 103 single family residential lots constructed at buildout.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Meadowlea Village.

BACKGROUND/DISCUSSION:

N/A

UTILITY SERVICE AGREEMENT
FOR
MEADOWLEA VILLAGE PHASE 4 & 5

THIS AGREEMENT is entered into this ____ day of _____, 2023, between the City of DeLand (City) and MEADOWLEA VENTURE 1 LLC (Developer) regarding utility service for the Meadowlea Village Phase 4 & 5 project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located in the southern area of 1004 Overlook Dr, DeLand, FL and described as:

TAX PARCEL NUMBERS
602700000110

27 16 30 W 1/2 OF NW 1/4 PER OR 4044 PG 0001 PER OR 5605 PG 1707 PER OR 5977 PGS 0749-0750 INC PER OR 7505 PG 4552

Section 2. Service conditioned on construction and acceptance of systems. No water, wastewater or reuse service shall be provided to any part of the property, and no connections to such systems shall be allowed, until the Developer has installed system facilities and improvements in accordance with approved plans and specifications and the City has accepted the conveyance of the systems in writing. The Developer shall apply in writing to the City Engineer for acceptance of the systems. Upon acceptance of the systems, all construction guarantees in favor of the City shall be released.

Section 3. Installation of improvements. The Developer shall install, at its own initial cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water, wastewater or reuse service and to connect the property to existing City facilities and systems. Upon completion, all off-site utility improvements shall be conveyed and dedicated to the City.
The property owner shall own and maintain all onsite utility infrastructure except what is noted in the bullet points below. The improvements to be constructed by the Developer off the Developer's property (off-site improvements) shall include:

- One 12” x 8” reclaim wet tap with a 12” stainless steel tapping saddle, 8” gate valve and approximately 6 LF+/- of 8” PVC or HDPE pipe.
- One 4” core to existing city manhole with approximately 60 LF +/- of 4” PVC or HDPE pipe.
- One 12” x 8” potable wet tap with a 12” stainless steel tapping saddle, 8” gate valve and approximately 10 LF +/- of 8” PVC and HDPE pipe.
- The City will maintain the water and reclaim mains up to and including the 8” meter at each location. The city in addition will maintain the 4” force main from the city manhole to the property line.

- The Developer will install all the potable and reclaim lines starting at the back side of the meter to include the 8" RPZ's, all onsite piping, valves, hydrants, fire department connections, double detector check valves, all sewer gravity lines and services, force main line, Lift Station, and irrigation systems and they will remain privately owned, operated and maintained in perpetuity by the property owner.
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and below will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

Section 4. Approval of design and plans. The design and construction of all facilities to be transferred to and owned and operated by the City shall be subject to prior approval by the City Engineer. The Developer's engineer shall incorporate all applicable standards and specifications of the City into the Developer's engineering design, plans and specifications. The City shall provide assistance to the Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the improvements.

Section 5. Access to construction; approval of work and materials. The City may inspect the construction to ensure compliance with the approved plans and specifications and shall retain the power of final approval of work and materials.

Section 6. Testing during and after construction. The Developer's engineer shall properly supervise construction and shall certify to the City Engineer that the systems are installed in accordance with the approved design plans and specifications. The Developer shall conduct at its own expense whatever tests are deemed by the City Engineer to be necessary and reasonable to ensure that the systems are being constructed in accordance with the approved engineering plans and specifications.

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water, wastewater and reuse systems, facilities and improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those systems. As further evidence of this transfer of title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidences of conveyance required by the City.

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a USB drive) furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

Section 10. Uninterrupted supply not guaranteed. The City does not guarantee an uninterrupted supply of water or reuse at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. The City reserves the right to shut off the water in its mains temporarily for necessary purposes. The City shall not be responsible for any damage caused by low pressure, interruption of service or variations in water quality or content.

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

Section 12. Reimbursement for oversizing of off-site improvements. This Section Not Used

Section 13. Surcharge for non-domestic waste. The terms wastewater or sanitary sewage used in this agreement are meant to include only human waste, including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and, except where specifically excluded, bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. This service agreement, and any charges contained in this agreement, is based on normal domestic sewage, defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water which contains more than these amounts is to be admitted to the sewers the City and all other pollution control agencies must specifically agree to the connection and an additional charge shall be imposed in accordance with City regulations.

Section 14. Developer to obtain permits. The Developer shall obtain all governmental approvals, licenses and permits necessary for the design, routing, construction, connection and use of the water, wastewater and reuse systems to be installed under this agreement. The City shall render assistance to the Developer in obtaining these approvals, licenses and permits.

Section 15. Service of other properties. The City reserves the right to service other properties through the facilities conveyed by the Developer, and nothing in this Agreement shall be deemed to prohibit or prevent the City from extending its water, wastewater or reuse facilities to any other area.

Section 16. Default by Developer. The Developer's failure to carry out any provision in this agreement shall relieve the City from its obligation to provide water, wastewater or reuse service to the property.

Section 17. Covenant to support annexation. This section not used, as it is already annexed.

Section 18. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

MEADOWLEA VENTURE 1 LLC

_____
Name: Gary Timmons
Title:_____

ATTEST:

_____
Name:_____
Secretary

_____
Witness

_____
Witness

CITY OF DELAND

_____
Christopher M. Cloudman
Mayor

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

_____
Witness

_____
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____as identification

_____
Notary Public - State of Florida

Name:_____
My Commission expires:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by _____, the _____ of Meadowloea Village who is ☐ personally known to me or ☐ who has produced, _____as identification.

_____
Notary Public - State of Florida

Name:_____
My Commission expires:_____

Contact Information:

OWNER:	MEADOWLEA VENTURE 1 LLC
CONTACT:	GARY TIMMONS
TELEPHONE:	(443) 497–7001
ADDRESS:	1901 SE 58TH AVE OCALA FL, 34480
PROJECT ENGINEER:	MICHAEL W RADCLIFFE ENGINEERING INC. 2611 SE LAKE WEIR AVE. OCALA, FLORIDA 34471
CONTACT:	CHRIS GWIN, P.E
TELEPHONE:	(352) 629–5500

Utility Contact

City of DeLand
Jim Ailes
1101 South Amelia Ave
Deland Fl 32724
386-626-7250

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Cost Share Agreement with St. John's River Water Management District for DeLand Wiley M. Nash Water Reclamation Facility Project.

DEPARTMENT: Utilities

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

ATTACHMENTS: 39017 - DeLand Wiley M Nash

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

In FY 22/23, the City Commission authorized design of the upgrade of the Wiley M. Nash Reclamation Facility to an Advanced Wastewater Treatment Plant (AWT) and a 2-million-gallon capacity increase.

This project was submitted to the St. Johns Water Management District in February 2023 for consideration of receiving a grant to assist with funding of this project. The St. John's River Water Management District Staff gave this project its top ranking and in April, the Governing Board approved a grant to pay up to 4.29% of the estimated $70,000,000.00 construction cost at the time or $3,000,000.00., whichever is less. In addition, this project was recommended to the Florida Department of Environmental Protection for an additional grant of up to 25% that is still under consideration.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

Natural Resource Limits.

FISCAL IMPACT:

The proposed grant, if accepted, will provide funding of up to $3,000,000.00 toward the construction cost of $79,241,246 that was approved to Wharton Smith for the upgrade of the Wiley M. Nash Facility. The increased grant amount would ultimately decrease the use of funding required from the Utilities Enterprise Fund. This brings the total grants received to date to a total of $26,000,000 for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve the Cost Share Agreement between the St. Johns River Water Management District and the City of DeLand for the DeLand Wiley M. Nash M. Nash Water Reclamation Facility project.

BACKGROUND/DISCUSSION:

N/A

COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF DELAND

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and the CITY OF DELAND ("Recipient"), whose address is 1102 South Garfield Avenue, DeLand, Florida 32724. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2023-24 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its April 11, 2023 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the Statement of Work, Attachment A (hereafter the "Project"):

DeLand Wiley M Nash Water Reclamation Facility

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

   The term of this Agreement is from the date upon which the last party has dated and executed the Agreement or October 1, 2023, whichever is later ("Effective Date") until September 30, 2026 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 1, 2026. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

   (a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

   (b) If the construction project, which is eligible for District reimbursement, does not begin before June 30, 2024, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES**. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT AND SOURCE OF COST-SHARE FUNDING**

   (a) **Cost-share Funding Amount.** For satisfactory completion of the Project, the District shall reimburse Recipient in an amount not to exceed approximately 4.29% of total Construction Cost ($70,000,000) or $3,000,000, whichever is less.

   (b) The Cost-share Funding Amount is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

   (c) "Construction Cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

(d) Work performed or expenses incurred after the Completion Date are not eligible for Cost-share reimbursement.

(e) The anticipated source of the project Cost-share Funding Amount is:

Percentage of Construction Cost	Not to Exceed Amount	Source
4.29%	$3,000,000	District sources
0%	$0.00	State sources
0%	$0.00	Federal sources

5. **PAYMENT OF INVOICES**

(a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A, for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for the amount of Cost-share funding specified in paragraph 4 (a). The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting**. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice**. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**

(d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); Invoices that do not correspond with this paragraph shall be returned without action within 20

business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all of a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment, Attachment D, to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT	RECIPIENT
Nitesh Tripathi, Project Manager	Jim Ailes, Project Manager
St. Johns River Water Management District	City of DeLand
4049 Reid Street	1102 South Garfield Ave.
Palatka, Florida 32177	DeLand, Florida 32724
Phone: 386-312-2359	Phone: 386-626-7250
Email: NTripathi@sjrwmd.com	Email: Ailesj@deland.org

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality, or the Completion Date of the Project, or to change or modify the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

(a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30, and December 31).

(b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. **FAILURE TO COMPLETE PROJECT**

(a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as

to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

(b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs (a) above and this paragraph shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

    Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**

    (a) **Maintenance of Records**. Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

    (b) **Repayment of Funds**. District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in

excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

18. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs.

19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County and federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

20. **INDEPENDENCE OF PARTIES.** The parties are independent entities and do not serve as agents or representatives of one another. This Agreement does not create a joint venture relationship between the parties. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

23. **PERMITS.** Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **SCRUTINIZED COMPANIES.**

    (a) Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

    (b) If this Agreement is for more than one million dollars, the Recipient certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Secto1 List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Recipient is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, 01 engaged with business operations in Cuba or Syria during the term of the Agreement.

    (c) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

26. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

27. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	CITY OF DELAND
By: _____	By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director	_____
	Typed Name and Title
Date: _____	Date: _____
	Attest: _____
	_____
	Typed Name and Title

Kendall Matott
Kendall Matott, J.M., SJRWMD QC Reviewer

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form
Attachment D — Insurance Requirements

ATTACHMENT A —STATEMENT OF WORK
DELAND WILEY M NASH WATER RECLAMATION FACILITY

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost-share Initiative Program in Fiscal Year (FY) 2023-24 to develop and implement resource and water supply development projects and promote conservation. On April 11, 2023, the District's Governing Board approved funding for cooperative cost-share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems, or flood mitigation.

The City of DeLand (Recipient) has been awarded funding for their DeLand Wiley M Nash Water Reclamation Facility (Project) for the not to exceed amount as set forth in paragraph 4(a) of the Agreement. The Recipient is located in Volusia County.

II. OBJECTIVES

The objective of this contract is to provide cost-share dollars that will enable the Recipient to upgrade the water treatment processes to advanced wastewater treatment standards. The estimated nutrient load reduction water quality benefit is 28,479 lbs/yr of Total Nitrogen (TN) and 6,328 lbs/yr of Total Phosphorus (TP).

III. SCOPE OF WORK

The project includes process upgrades to advanced wastewater treatment standards, including construction of an approximately 5.0 mgd 5-stage oxidation ditch, conversion of the existing three carrousel processes, and installation of a new influent pump station and a de-grit and splitter facility.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost-share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost-share agreement to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
    - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
    - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;

  - Construction plans, specifications, and contract documents for the site work must be made available upon request;
  - Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Director at hnbarber@sjrwmd.com.
- The Recipient shall submit a final project report within 15 days of Final Completion and acceptance detailing the Project's accomplishments and any issues resolved during the course of the work.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost-share agreement is September 30, 2026. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	October 1, 2023	December 30, 2025

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall reimburse the Cost-share Funding Amount as set forth in paragraph 4(a) of the Agreement.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for construction-related costs after October 1, 2023, costs incurred prior to October 1, 2023, will not be eligible for reimbursement.

ATTACHMENT B
PROJECT PROGRESS REPORT

Contract #: 39017
Date:
Report Number:

St. Johns River Water Management District
Project Progress Report

Contract/Project Identification

Project Name:	DeLand Wiley M Nash Water Reclamation Facility
Recipient:	City of DeLand

SJRWMD Contract Number:	39017	SJRWMD Project Manager:	Nitesh Tripathi
		Recipient's Project Manager:	Jim Ailes

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-share Budget

Total Cost-share Budget:		Cost-share Amount Expended This Period:	
Cost-share Amount Expended To-date:		Percent Cost-share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues, and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Jim Ailes, Project Manager
City of DeLand
1102 South Garfield Ave.
DeLand, Florida 32724

FROM: Nitesh Tripathi, Project Manager

CONTRACT NUMBER: 39017

CONTRACT TITLE: DeLand Wiley M Nash Water Reclamation Facility

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Nitesh Tripathi, District Project Manager

Acknowledged: _____ Date: _____
Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

Sample

ATTACHMENT D — INSURANCE REQUIREMENTS

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Recipient's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' written notice (with the exception of non-payment of premium which requires a ten-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than $300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.

(b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than $1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of $2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Recipient. Extensions shall be added, or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of $100,000/$300,000/$100,000.

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Resolution Approving the Authorization of the City Manager to Execute Deductive Change Orders for Owner Direct Purchases Related Solely to the Contract for Construction Management / General Contracting Services for Construction Phase Services for the City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution Authorizing City Manager to Execute Deductive CO's (2)

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

The City recently approved the contract with Wharton-Smith, Inc. for the Construction Management / General Contracting Services for Construction Phase Services for the City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion. The contract provides for owner direct purchases by the City which saves the City some money for those material purchases. The attached resolution authorizes the City Manager, with the advice and consent of the City Engineer or Public Services Director, to execute deductive changes orders from the contract when the City elects to make direct purchases of materials.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilitating construction of the advanced waste water treatment facility.

FISCAL IMPACT:

There is no direct fiscal impact from the approval of this resolution.

RECOMMENDATION:

Approve the attached Resolution.

BACKGROUND/DISCUSSION:

The construction phase contracts for both the utility administration building and the water reclamation facility provided for owner direct purchases. The City Commission authorized the City Manager to execute the deductive change orders necessary to remove those purchases from the contract with Wharton-Smith for the UAB. The attached resolution will do the same thing but for the WRF expansion. Owner direct purchases save money for the City because, amongst other potential savings, no sales taxes are paid for the purchases when purchased directly by the City.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE CITY MANAGER, UPON THE ADVICE AND CONSENT OF THE CITY'S DIRECTOR OF PUBLIC SERVICES OR CITY ENGINEER TO EXECUTE DEDUCTIVE CHANGE ORDERS RELATED SOLELEY TO OWNER DIRECT PURCHASES PURSUANT TO THE CONTRACT WITH WHARTON-SMITH, INC. FOR THE WATER RECLAMATION FACILITY (WRF) UPGRADES AND PLANT EXPANSION BEARING CONTRACT NUMBER RFP NO. 22-02(WRF); PROVIDING FOR ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand approved the CONTRACT FOR CONSTRUCTION MANAGEMENT / GENERAL CONTRACTING SERVICES FOR CONSTRUCTION PHASE SERVICES FOR THE CITY OF DELAND WATER RECLAMATION FACILITY (WRF) UPGRADES AND PLANT EXPANSION (the "Contract"); and

WHEREAS, the Contract provides for owner direct purchases of certain items in order to achieve costs savings related to sales taxes or otherwise that can be achieved when the City, as a governmental entity, purchase the materials; and

WHEREAS, the City Commission desires to delegate to the City Manager the authority to execute deductive change orders related solely to owner direct purchases relating to the Contract; and

WHEREAS, the City Commission hereby determines that the adoption of this Resolution is in the best interests of the health, safety and 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 recitals (whereas clauses) to this Resolution.

(b). The City Commission of the City of DeLand hereby determines that the adoption of this Resolution is, and taking the actions set forth herein are, in the public interest and serve a public purpose.

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

Section 2. Authorization for City Manager to Approve Deductive Change Orders for Owner Direct Purchases. The City Commission hereby authorizes the City Manager to execute deductive change orders related solely to owner direct purchases when either of the City's Director of Public Services or City Engineer recommend in their professional opinion that a deductive change order should be executed.

Section 3. Further Implementing Administrative Actions.

The City Manager is hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution.

Section 4. 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 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this __ day of November, 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

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Professional Services Agreement for Transportation Engineering Services with LTG Engineering and Planning.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: RFQ 23-01, LTG Agreement

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

At their September 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Transportation Engineering Consultants by Selection Committee and authorized staff to negotiate a continuing transportation engineering service contract with LTG Engineering & Planning. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between LTG Engineering & Planning and the City of DeLand for continuing transportation engineering services.

BACKGROUND/DISCUSSION:

N/A

City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-01

Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services

City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720
(321) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 06/15/23

CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-01

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on July 14, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Complete package is also available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com). Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

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REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-01

CIVIL ENGINEERING, TRANSPORTATION ENGINEERING, SITE PLAN & FINAL PLAN REVIEW SERVICES

I. INTRODUCTION

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Civil Engineering and Transportation Engineering Services for various City projects, and Site Plan and Final Plat Services for private developments review. Firms may submit individual proposals for each category or multiple. If submitting proposals for multiple or all categories the firm must submit a separate proposal package (Section V – Submittal Requirements) for each category of service.

II. SCOPE OF SERVICES

The City is interested in establishing multi-year continuing professional services contracts with one or more professional engineering and surveying (Final Plat Review) firms to provide planning, design, permitting and construction phase Civil Engineering and Transportation Engineering Services for projects related to City of DeLand infrastructure, parks, buildings, and other facilities. Site Plan and Final Plat Review services will be performed for private developments submitted to the City for approval. The City has an extensive capital improvements program and can be expected to add projects to this program in the future. A qualified firm should be able to demonstrate expertise in the following areas:

- Design of municipal site plans, landscape plans, hardscape plans, streetscape plans, parking, paving-roadways, and right-of-way infrastructure, parks & recreation facilities (including stadiums) and other facilities similar to those currently owned and contemplated in the future by the City of DeLand
- Provide Site Plan and Final Plat Review services submitted by developers to the City of DeLand for approval
- Provide Transportation engineering services which includes but not limited to Traffic Impact Analysis (TIA) Review, Traffic Study, Traffic Count, Safety Improvements and Signalization
- Ability of the firm to coordinate work assignments through a single point of contact (project manager)
- Potential for the selected firm to avoid conflict of interest with land development projects
- Obtaining and renewing permits for all applicable regulatory agencies including SJRWMD, FDOT, Volusia County, FDEP Water and Sewer
- Construction inspection/administration on municipal projects
- Preparing cost estimates

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services** will be received until **3:00 PM on July 14, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Coordinator or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Council or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Coordinator, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	**Date**
Solicitation Date	June 15, 2023
Pre-Proposal Meeting	N/A
Question Deadline	July 7, 2023 @ 5:00 P.M.
Submission Deadline	July 14, 2023 @ 3:00 P.M.

III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com).

You may also contact the Purchasing Coordinator office at:

City of DeLand – Finance Department
Attn: Corey McMillen
120 S. Florida Ave.
DeLand, Florida 32720
(386) 626-7078 / Email: mcmillenc@deland.org & purchasing@deland.org

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.

2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.

3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.

4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.

5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.

6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.

8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.

9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.

10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Coordinator or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.

13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.

14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.

16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

SCRUTINIZED CONTRACTORS

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.

3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable**.

4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

    a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal

statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
c. Professional Liability Insurance – For errors and omissions in the amounts of $3,000,000 per claim.

5. Tie - Award of all tie rankings shall be made by the Purchasing Coordinator in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

   a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
   b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
   c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:
Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit eight (8) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (*maximum 2 pages*)

1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
4) Additional Information - Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subcontractors (*maximum 4 pages*)

1) Project Manager - Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.

2) Key Team Members - Name, address, background, education, and experience of each key team member for the services to be provided.
3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
4) Organizational Chart – Graphical illustration of the service delivery structure.

Tab 3: Experience (*maximum 4 pages*)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

1) Name and description of the project/services provided
2) Project owner, contact name, and phone number
3) Scope of the total project and the scope of the Contractor's portion
4) Total project cost
5) Name of the Contractor's project manager

Tab 4: Required Proposal Forms

1) Public Entity Crime Form
2) Non-Collusion Affidavit
3) Proposer's Certification
4) Certificate as to Corporate Principal
5) Drug-Free Workplace Form
6) Contractor Affidavit Regarding Scrutinized Company List
7) G.S.A. Standard Form SF 330
8) Statement of Litigation
9) Financial Statement
10) Certificate(s) of Insurance

VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, and Experience for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

Responsiveness (10 Points)

Firm has provided all required documentation and has adhered to qualifications and proposal criteria.

Organizational Profile (45 points maximum)

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

(1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.

(2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).

(3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.

(4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

Qualifications & Experience (45 points maximum)

(1) Length of time company has operated; length of time providing both the Professional Services similar to those required in the RFQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.

(2) Company has considerable and readily quantified experience in providing similar Professional Services, particularly design-bid-build and design-build projects performed in compliance with §287.055, Florida Statutes.

(3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.

(4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.

(5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to City projects. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.

(6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

100 Points (Maximum)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged: _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ _____
Witness Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2023.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or contractor) is _____.

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and LTG, Inc., authorized to do business in the State of Florida ("Consultant"), whose address is 1450 W. Granada Blvd., Suite 2, Ormond Beach, FL 32174, (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-01, including any and all addenda, prepared by the City of DeLand (" Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than $2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

<u>The Certificate Holder should read as follows</u>:
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised , which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

3. 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 Consultant does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. <u>E-Verify</u>

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

LTG, INC.

By:_____
Kady L. Dearing, PE
Sr. Project Engineer

Date Executed: _____

CITY OF DELAND

By:_____
Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By:_____
Julie A. Hennessy, City Clerk

EXHIBIT A

City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-01

Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services

City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720
(321) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 06/15/23

CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-01

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on July 14, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Complete package is also available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com). Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

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REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-01

CIVIL ENGINEERING, TRANSPORTATION ENGINEERING, SITE PLAN & FINAL PLAN REVIEW SERVICES

I. INTRODUCTION

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Civil Engineering and Transportation Engineering Services for various City projects, and Site Plan and Final Plat Services for private developments review. Firms may submit individual proposals for each category or multiple. If submitting proposals for multiple or all categories the firm must submit a separate proposal package (Section V – Submittal Requirements) for each category of service.

II. SCOPE OF SERVICES

The City is interested in establishing multi-year continuing professional services contracts with one or more professional engineering and surveying (Final Plat Review) firms to provide planning, design, permitting and construction phase Civil Engineering and Transportation Engineering Services for projects related to City of DeLand infrastructure, parks, buildings, and other facilities. Site Plan and Final Plat Review services will be performed for private developments submitted to the City for approval. The City has an extensive capital improvements program and can be expected to add projects to this program in the future. A qualified firm should be able to demonstrate expertise in the following areas:

- Design of municipal site plans, landscape plans, hardscape plans, streetscape plans, parking, paving-roadways, and right-of-way infrastructure, parks & recreation facilities (including stadiums) and other facilities similar to those currently owned and contemplated in the future by the City of DeLand
- Provide Site Plan and Final Plat Review services submitted by developers to the City of DeLand for approval
- Provide Transportation engineering services which includes but not limited to Traffic Impact Analysis (TIA) Review, Traffic Study, Traffic Count, Safety Improvements and Signalization
- Ability of the firm to coordinate work assignments through a single point of contact (project manager)
- Potential for the selected firm to avoid conflict of interest with land development projects
- Obtaining and renewing permits for all applicable regulatory agencies including SJRWMD, FDOT, Volusia County, FDEP Water and Sewer
- Construction inspection/administration on municipal projects
- Preparing cost estimates

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services** will be received until **3:00 PM on July 14, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Coordinator or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Council or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Coordinator, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	**Date**
Solicitation Date	June 15, 2023
Pre-Proposal Meeting	N/A
Question Deadline	July 7, 2023 @ 5:00 P.M.
Submission Deadline	July 14, 2023 @ 3:00 P.M.

III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com).

You may also contact the Purchasing Coordinator office at:

City of DeLand – Finance Department
Attn: Corey McMillen
120 S. Florida Ave.
DeLand, Florida 32720
(386) 626-7078 / Email: mcmillenc@deland.org & purchasing@deland.org

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.

2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.

3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.

4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.

5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.

6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.

8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.

9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.

10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Coordinator or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.

13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.

14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.

16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

SCRUTINIZED CONTRACTORS

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.

3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable**.

4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

    a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal

statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
c. Professional Liability Insurance – For errors and omissions in the amounts of $3,000,000 per claim.

5. Tie - Award of all tie rankings shall be made by the Purchasing Coordinator in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

   a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
   b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
   c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:
Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit eight (8) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (*maximum 2 pages*)

1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
4) Additional Information - Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subcontractors (*maximum 4 pages*)

1) Project Manager - Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.

2) Key Team Members - Name, address, background, education, and experience of each key team member for the services to be provided.
3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
4) Organizational Chart – Graphical illustration of the service delivery structure.

Tab 3: Experience (*maximum 4 pages*)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

1) Name and description of the project/services provided
2) Project owner, contact name, and phone number
3) Scope of the total project and the scope of the Contractor's portion
4) Total project cost
5) Name of the Contractor's project manager

Tab 4: Required Proposal Forms

1) Public Entity Crime Form
2) Non-Collusion Affidavit
3) Proposer's Certification
4) Certificate as to Corporate Principal
5) Drug-Free Workplace Form
6) Contractor Affidavit Regarding Scrutinized Company List
7) G.S.A. Standard Form SF 330
8) Statement of Litigation
9) Financial Statement
10) Certificate(s) of Insurance

VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, and Experience for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

Responsiveness (10 Points)

Firm has provided all required documentation and has adhered to qualifications and proposal criteria.

Organizational Profile (45 points maximum)

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

(1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.

(2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).

(3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.

(4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

Qualifications & Experience (45 points maximum)

(1) Length of time company has operated; length of time providing both the Professional Services similar to those required in the RFQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.

(2) Company has considerable and readily quantified experience in providing similar Professional Services, particularly design-bid-build and design-build projects performed in compliance with §287.055, Florida Statutes.

(3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.

(4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.

(5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to City projects. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.

(6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

100 Points (Maximum)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged: _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ _____
Witness Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2023.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or contractor) is _____.

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

EXHIBIT B

ATTACHMENT A

Standard Hourly Billing Rates

Effective February 1, 2023

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer	$ **345**
2	Sr. Project Manager	$ **280**
3	Project Manager	$ **215**
4	Sr. Project Engineer/Sr. Project Planner	$ **205**
5	Project Engineer/Project Planner/Project Coordinator	$ **190**
6	Sr. Engineer Intern	$ **170**
7	Engineer Intern/Planning Intern/Sr. Transportation Analyst	$ **145**
8	Sr. Designer	$ **180**
9	Designer	$ **135**
10	Sr. Technician/Technical Writer/Transportation Analyst	$ **125**
11	Technician	$ **100**
12	Administrative Assistant	$ **115**
14	Comptroller	$ **210**
16	Student Intern	$ **80**
17	Business Development/Public Involvement	$ **180**
	COURT TESTIMONY	
40	Actual Testimony	$ **450**
40	Preparation Time	$ **450**

LTG Engineering & Planning

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Professional Services Agreement for Civil Engineering Services with CPH, Inc.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Standard Hourly Rate, RFQ 23-01, CPH Agreement

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

At their September 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Civil Engineering Consultants by Selection Committee and authorized staff to negotiate a continuing civil engineering service contract with CPH. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between CPH and the City of DeLand for continuing civil engineering services.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND STANDARD RATES

Effective: October 11, 2023

Category	Rate
Principal I	$336
Discipline Manager II	$280
Discipline Manager I	$253
Project Manager V	$275
Project Manager IV	$216
Project Manager III	$190
Project Manager II	$160
Project Manager I	$141
Manager II	$185
Manager I	$152
Engineer V	$260
Engineer IV	$204
Engineer III	$157
Engineer II	$151
Engineer I	$123
Architect V	$282
Architect IV	$202
Architect III	$190
Architect II	$182
Architect I	$111
Interior Designer	$114
Landscape Architect III	$156
Landscape Architect II	$145
Landscape Architect I	$130
Designer V	$150
Designer IV	$132
Designer III	$123
Designer II	$103
Designer I	$97
Scientist III	$144
Scientist II	$119
Scientist I	$90

Category	Rate
Coordinator III	$147
Coordinator II	$130
Coordinator I	$120
Planner III	$165
Planner II	$152
Planner I	$127
GIS Manager	$150
GIS Analyst III	$130
GIS Analyst II	$119
GIS Analyst I	$95
Technician III	$160
Technician II	$135
Technician I	$110
Analyst III	$135
Analyst II	$127
Analyst I	$110
CADD III	$131
CADD II	$96
CADD I	$88
Administrative V	$162
Administrative IV	$121
Administrative III	$99
Administrative II	$76
Administrative I	$74
Project Administrator II	$142
Project Administrator I	$130
Intern II	$76
Intern I	$66
Graphic Designer III	$147
Graphic Designer II	$125
Graphic Designer I	$106

Category	Rate
Construction Manager II	$173
Construction Manager I	$165
Construction Rep III	$163
Construction Rep II	$131
Construction Rep I	$115
Surveyor III	$188
Surveyor II	$137
Surveyor I	$125
Crew Chief	$112
Instrument Operator	$87
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew II	$260
GPS Crew I	$185

*Rates are good for up to three years and will be adjusted based on annualized Consumer Price Index.
*Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.
*Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.

City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-01

Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services

City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720
(321) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 06/15/23

CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-01

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on July 14, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Complete package is also available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com). Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

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REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-01

CIVIL ENGINEERING, TRANSPORTATION ENGINEERING, SITE PLAN & FINAL PLAN REVIEW SERVICES

I. INTRODUCTION

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Civil Engineering and Transportation Engineering Services for various City projects, and Site Plan and Final Plat Services for private developments review. Firms may submit individual proposals for each category or multiple. If submitting proposals for multiple or all categories the firm must submit a separate proposal package (Section V – Submittal Requirements) for each category of service.

II. SCOPE OF SERVICES

The City is interested in establishing multi-year continuing professional services contracts with one or more professional engineering and surveying (Final Plat Review) firms to provide planning, design, permitting and construction phase Civil Engineering and Transportation Engineering Services for projects related to City of DeLand infrastructure, parks, buildings, and other facilities. Site Plan and Final Plat Review services will be performed for private developments submitted to the City for approval. The City has an extensive capital improvements program and can be expected to add projects to this program in the future. A qualified firm should be able to demonstrate expertise in the following areas:

- Design of municipal site plans, landscape plans, hardscape plans, streetscape plans, parking, paving-roadways, and right-of-way infrastructure, parks & recreation facilities (including stadiums) and other facilities similar to those currently owned and contemplated in the future by the City of DeLand
- Provide Site Plan and Final Plat Review services submitted by developers to the City of DeLand for approval
- Provide Transportation engineering services which includes but not limited to Traffic Impact Analysis (TIA) Review, Traffic Study, Traffic Count, Safety Improvements and Signalization
- Ability of the firm to coordinate work assignments through a single point of contact (project manager)
- Potential for the selected firm to avoid conflict of interest with land development projects
- Obtaining and renewing permits for all applicable regulatory agencies including SJRWMD, FDOT, Volusia County, FDEP Water and Sewer
- Construction inspection/administration on municipal projects
- Preparing cost estimates

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services** will be received until **3:00 PM on July 14, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Coordinator or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Council or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Coordinator, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	**Date**
Solicitation Date	June 15, 2023
Pre-Proposal Meeting	N/A
Question Deadline	July 7, 2023 @ 5:00 P.M.
Submission Deadline	July 14, 2023 @ 3:00 P.M.

III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com).

You may also contact the Purchasing Coordinator office at:

City of DeLand – Finance Department
Attn: Corey McMillen
120 S. Florida Ave.
DeLand, Florida 32720
(386) 626-7078 / Email: mcmillenc@deland.org & purchasing@deland.org

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.

2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.

3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.

4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.

5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.

6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.

8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.

9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.

10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Coordinator or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.

13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.

14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.

16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

SCRUTINIZED CONTRACTORS

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.

3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable**.

4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

    a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal

statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
c. Professional Liability Insurance – For errors and omissions in the amounts of $3,000,000 per claim.

5. Tie - Award of all tie rankings shall be made by the Purchasing Coordinator in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

   a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
   b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
   c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:
Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit eight (8) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (*maximum 2 pages*)

1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
4) Additional Information - Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subcontractors (*maximum 4 pages*)

1) Project Manager - Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.

2) Key Team Members - Name, address, background, education, and experience of each key team member for the services to be provided.
3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
4) Organizational Chart – Graphical illustration of the service delivery structure.

Tab 3: Experience (*maximum 4 pages*)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

1) Name and description of the project/services provided
2) Project owner, contact name, and phone number
3) Scope of the total project and the scope of the Contractor's portion
4) Total project cost
5) Name of the Contractor's project manager

Tab 4: Required Proposal Forms

1) Public Entity Crime Form
2) Non-Collusion Affidavit
3) Proposer's Certification
4) Certificate as to Corporate Principal
5) Drug-Free Workplace Form
6) Contractor Affidavit Regarding Scrutinized Company List
7) G.S.A. Standard Form SF 330
8) Statement of Litigation
9) Financial Statement
10) Certificate(s) of Insurance

VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, and Experience for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

Responsiveness (10 Points)

Firm has provided all required documentation and has adhered to qualifications and proposal criteria.

Organizational Profile (45 points maximum)

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

(1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.

(2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).

(3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.

(4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

Qualifications & Experience (45 points maximum)

(1) Length of time company has operated; length of time providing both the Professional Services similar to those required in the RFQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.

(2) Company has considerable and readily quantified experience in providing similar Professional Services, particularly design-bid-build and design-build projects performed in compliance with §287.055, Florida Statutes.

(3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.

(4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.

(5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to City projects. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.

(6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

100 Points (Maximum)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged: _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ _____
Witness Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2023.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or contractor) is _____.

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and CPH, LLC, a foreign limited liability company, authorized to do business in the State of Florida ("Consultant"), whose address is 500 W. Fulton Street, Sanford, FL 32771-1220, (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-01, including any and all addenda, prepared by the City of DeLand (" Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than $2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

<u>The Certificate Holder should read as follows</u>:
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised , which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

3. 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 Consultant does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

CPH, LLC

By:_____
David E. Mahler
COO-Public Services

Date Executed: _____

CITY OF DELAND

By:_____
Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By:_____
Julie A. Hennessy, City Clerk

EXHIBIT A

City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-01

Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services

City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720
(321) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 06/15/23

CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-01

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on July 14, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Complete package is also available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com). Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

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REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-01

CIVIL ENGINEERING, TRANSPORTATION ENGINEERING, SITE PLAN & FINAL PLAN REVIEW SERVICES

I. INTRODUCTION

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Civil Engineering and Transportation Engineering Services for various City projects, and Site Plan and Final Plat Services for private developments review. Firms may submit individual proposals for each category or multiple. If submitting proposals for multiple or all categories the firm must submit a separate proposal package (Section V – Submittal Requirements) for each category of service.

II. SCOPE OF SERVICES

The City is interested in establishing multi-year continuing professional services contracts with one or more professional engineering and surveying (Final Plat Review) firms to provide planning, design, permitting and construction phase Civil Engineering and Transportation Engineering Services for projects related to City of DeLand infrastructure, parks, buildings, and other facilities. Site Plan and Final Plat Review services will be performed for private developments submitted to the City for approval. The City has an extensive capital improvements program and can be expected to add projects to this program in the future. A qualified firm should be able to demonstrate expertise in the following areas:

- Design of municipal site plans, landscape plans, hardscape plans, streetscape plans, parking, paving-roadways, and right-of-way infrastructure, parks & recreation facilities (including stadiums) and other facilities similar to those currently owned and contemplated in the future by the City of DeLand
- Provide Site Plan and Final Plat Review services submitted by developers to the City of DeLand for approval
- Provide Transportation engineering services which includes but not limited to Traffic Impact Analysis (TIA) Review, Traffic Study, Traffic Count, Safety Improvements and Signalization
- Ability of the firm to coordinate work assignments through a single point of contact (project manager)
- Potential for the selected firm to avoid conflict of interest with land development projects
- Obtaining and renewing permits for all applicable regulatory agencies including SJRWMD, FDOT, Volusia County, FDEP Water and Sewer
- Construction inspection/administration on municipal projects
- Preparing cost estimates

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services** will be received until **3:00 PM on July 14, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Coordinator or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Council or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Coordinator, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	**Date**
Solicitation Date	June 15, 2023
Pre-Proposal Meeting	N/A
Question Deadline	July 7, 2023 @ 5:00 P.M.
Submission Deadline	July 14, 2023 @ 3:00 P.M.

III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com).

You may also contact the Purchasing Coordinator office at:

City of DeLand – Finance Department
Attn: Corey McMillen
120 S. Florida Ave.
DeLand, Florida 32720
(386) 626-7078 / Email: mcmillenc@deland.org & purchasing@deland.org

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.

2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.

3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.

4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.

5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.

6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.

8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.

9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.

10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Coordinator or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.

13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.

14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.

16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

SCRUTINIZED CONTRACTORS

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.

3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable**.

4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

    a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal

statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
c. Professional Liability Insurance – For errors and omissions in the amounts of $3,000,000 per claim.

5. Tie - Award of all tie rankings shall be made by the Purchasing Coordinator in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

   a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
   b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
   c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:
Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit eight (8) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (*maximum 2 pages*)

1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
4) Additional Information - Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subcontractors (*maximum 4 pages*)

1) Project Manager - Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.

2) Key Team Members - Name, address, background, education, and experience of each key team member for the services to be provided.
3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
4) Organizational Chart – Graphical illustration of the service delivery structure.

Tab 3: Experience (*maximum 4 pages*)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

1) Name and description of the project/services provided
2) Project owner, contact name, and phone number
3) Scope of the total project and the scope of the Contractor's portion
4) Total project cost
5) Name of the Contractor's project manager

Tab 4: Required Proposal Forms

1) Public Entity Crime Form
2) Non-Collusion Affidavit
3) Proposer's Certification
4) Certificate as to Corporate Principal
5) Drug-Free Workplace Form
6) Contractor Affidavit Regarding Scrutinized Company List
7) G.S.A. Standard Form SF 330
8) Statement of Litigation
9) Financial Statement
10) Certificate(s) of Insurance

VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, and Experience for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

Responsiveness (10 Points)

Firm has provided all required documentation and has adhered to qualifications and proposal criteria.

Organizational Profile (45 points maximum)

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

(1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.

(2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).

(3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.

(4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

Qualifications & Experience (45 points maximum)

(1) Length of time company has operated; length of time providing both the Professional Services similar to those required in the RFQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.

(2) Company has considerable and readily quantified experience in providing similar Professional Services, particularly design-bid-build and design-build projects performed in compliance with §287.055, Florida Statutes.

(3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.

(4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.

(5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to City projects. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.

(6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

100 Points (Maximum)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged: _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ _____
Witness Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2023.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or contractor) is _____.

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

CITY OF DELAND STANDARD RATES

Effective: October 11, 2023

Category	Rate
Principal I	$336
Discipline Manager II	$280
Discipline Manager I	$253
Project Manager V	$275
Project Manager IV	$216
Project Manager III	$190
Project Manager II	$160
Project Manager I	$141
Manager II	$185
Manager I	$152
Engineer V	$260
Engineer IV	$204
Engineer III	$157
Engineer II	$151
Engineer I	$123
Architect V	$282
Architect IV	$202
Architect III	$190
Architect II	$182
Architect I	$111
Interior Designer	$114
Landscape Architect III	$156
Landscape Architect II	$145
Landscape Architect I	$130
Designer V	$150
Designer IV	$132
Designer III	$123
Designer II	$103
Designer I	$97
Scientist III	$144
Scientist II	$119
Scientist I	$90

Category	Rate
Coordinator III	$147
Coordinator II	$130
Coordinator I	$120
Planner III	$165
Planner II	$152
Planner I	$127
GIS Manager	$150
GIS Analyst III	$130
GIS Analyst II	$119
GIS Analyst I	$95
Technician III	$160
Technician II	$135
Technician I	$110
Analyst III	$135
Analyst II	$127
Analyst I	$110
CADD III	$131
CADD II	$96
CADD I	$88
Administrative V	$162
Administrative IV	$121
Administrative III	$99
Administrative II	$76
Administrative I	$74
Project Administrator II	$142
Project Administrator I	$130
Intern II	$76
Intern I	$66
Graphic Designer III	$147
Graphic Designer II	$125
Graphic Designer I	$106

Category	Rate
Construction Manager II	$173
Construction Manager I	$165
Construction Rep III	$163
Construction Rep II	$131
Construction Rep I	$115
Surveyor III	$188
Surveyor II	$137
Surveyor I	$125
Crew Chief	$112
Instrument Operator	$87
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew II	$260
GPS Crew I	$185

**Rates are good for up to three years and will be adjusted based on annualized Consumer Price Index.*
**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*
**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.*

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Professional Services Agreement for Civil Engineering Services with Freese and Nichols.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Freese and Nichols Agreemnet, Standard Hourly Rate, RFQ 23-01

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

At their September 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Civil Engineering Consultants by Selection Committee and authorized staff to negotiate a continuing civil engineering service contract with Freese & Nichols. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between Freese & Nichols and the City of DeLand for continuing civil engineering services.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Freese and Nichols, Inc., a foreign profit corporation, authorized to do business in the State of Florida ("Consultant"), whose address is 801 Cherry Street, Suite 2800, Fort Worth, TX 76102 (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-01, including any and all addenda, prepared by the City of DeLand (" Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than $2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

<u>The Certificate Holder should read as follows</u>:
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised , which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

3. 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 Consultant does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. <u>E-Verify</u>

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

FREESE AND NICHOLS, INC.

By:_____
Tarlton W. Smith, II
Principal/Vice-President

Date Executed: _____

CITY OF DELAND

By:_____
Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By:_____
Julie A. Hennessy, City Clerk

EXHIBIT A

City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-01

Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services

City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720
(321) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 06/15/23

CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-01

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on July 14, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Complete package is also available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com). Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

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REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-01

CIVIL ENGINEERING, TRANSPORTATION ENGINEERING, SITE PLAN & FINAL PLAN REVIEW SERVICES

I. INTRODUCTION

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Civil Engineering and Transportation Engineering Services for various City projects, and Site Plan and Final Plat Services for private developments review. Firms may submit individual proposals for each category or multiple. If submitting proposals for multiple or all categories the firm must submit a separate proposal package (Section V – Submittal Requirements) for each category of service.

II. SCOPE OF SERVICES

The City is interested in establishing multi-year continuing professional services contracts with one or more professional engineering and surveying (Final Plat Review) firms to provide planning, design, permitting and construction phase Civil Engineering and Transportation Engineering Services for projects related to City of DeLand infrastructure, parks, buildings, and other facilities. Site Plan and Final Plat Review services will be performed for private developments submitted to the City for approval. The City has an extensive capital improvements program and can be expected to add projects to this program in the future. A qualified firm should be able to demonstrate expertise in the following areas:

- Design of municipal site plans, landscape plans, hardscape plans, streetscape plans, parking, paving-roadways, and right-of-way infrastructure, parks & recreation facilities (including stadiums) and other facilities similar to those currently owned and contemplated in the future by the City of DeLand
- Provide Site Plan and Final Plat Review services submitted by developers to the City of DeLand for approval
- Provide Transportation engineering services which includes but not limited to Traffic Impact Analysis (TIA) Review, Traffic Study, Traffic Count, Safety Improvements and Signalization
- Ability of the firm to coordinate work assignments through a single point of contact (project manager)
- Potential for the selected firm to avoid conflict of interest with land development projects
- Obtaining and renewing permits for all applicable regulatory agencies including SJRWMD, FDOT, Volusia County, FDEP Water and Sewer
- Construction inspection/administration on municipal projects
- Preparing cost estimates

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services** will be received until **3:00 PM on July 14, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Coordinator or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Council or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Coordinator, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	**Date**
Solicitation Date	June 15, 2023
Pre-Proposal Meeting	N/A
Question Deadline	July 7, 2023 @ 5:00 P.M.
Submission Deadline	July 14, 2023 @ 3:00 P.M.

III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com).

You may also contact the Purchasing Coordinator office at:

City of DeLand – Finance Department
Attn: Corey McMillen
120 S. Florida Ave.
DeLand, Florida 32720
(386) 626-7078 / Email: mcmillenc@deland.org & purchasing@deland.org

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.

2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.

3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.

4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.

5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.

6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.

8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.

9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.

10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Coordinator or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.

13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.

14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.

16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

SCRUTINIZED CONTRACTORS

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.

3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable**.

4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

    a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal

statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
c. Professional Liability Insurance – For errors and omissions in the amounts of $3,000,000 per claim.

5. Tie - Award of all tie rankings shall be made by the Purchasing Coordinator in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

   a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
   b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
   c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:
Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit eight (8) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (*maximum 2 pages*)

1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
4) Additional Information - Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subcontractors (*maximum 4 pages*)

1) Project Manager - Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.

2) Key Team Members - Name, address, background, education, and experience of each key team member for the services to be provided.
3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
4) Organizational Chart – Graphical illustration of the service delivery structure.

Tab 3: Experience (*maximum 4 pages*)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

1) Name and description of the project/services provided
2) Project owner, contact name, and phone number
3) Scope of the total project and the scope of the Contractor's portion
4) Total project cost
5) Name of the Contractor's project manager

Tab 4: Required Proposal Forms

1) Public Entity Crime Form
2) Non-Collusion Affidavit
3) Proposer's Certification
4) Certificate as to Corporate Principal
5) Drug-Free Workplace Form
6) Contractor Affidavit Regarding Scrutinized Company List
7) G.S.A. Standard Form SF 330
8) Statement of Litigation
9) Financial Statement
10) Certificate(s) of Insurance

VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, and Experience for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

Responsiveness (10 Points)

Firm has provided all required documentation and has adhered to qualifications and proposal criteria.

Organizational Profile (45 points maximum)

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

(1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.

(2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).

(3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.

(4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

Qualifications & Experience (45 points maximum)

(1) Length of time company has operated; length of time providing both the Professional Services similar to those required in the RFQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.

(2) Company has considerable and readily quantified experience in providing similar Professional Services, particularly design-bid-build and design-build projects performed in compliance with §287.055, Florida Statutes.

(3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.

(4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.

(5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to City projects. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.

(6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

100 Points (Maximum)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged: _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ _____
Witness Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2023.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or contractor) is _____.

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

EXHIBIT B

COMPENSATION

ATTACHMENT CO

Position	Hourly Rate
Professional 1	134
Professional 2	163
Professional 3	185
Professional 4	211
Professional 5	247
Professional 6	285
Construction Manager 1	116
Construction Manager 2	145
Construction Manager 3	156
Construction Manager 4	195
Construction Manager 5	236
Construction Manager 6	271
Construction Representative 1	104
Construction Representative 2	116
Construction Representative 3	145
Construction Representative 4	156
CAD Technician/Designer 1	114
CAD Technician/Designer 2	149
CAD Technician/Designer 3	182
Corporate Project Support 1	110
Corporate Project Support 2	132
Corporate Project Support 3	175
Intern / Coop	68
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Last updated 2023.

2082023

Freese and Nichols, Inc. - Professional Level Breakdown

City of DeLand - Civil Engineering Services

Professional Level	Engineer	Env. Scientist	Architect	Planner	Hydrologist	Program Mang.	GIS	Designer
1		I-III	I-II	I-III	I-III		I-III	
2	I-III		III	IV	IV		IV	I
3*	IV	IV	IV		V	I	V	II
4	V	V-VI	V	V				SENIOR
5	VI	VII	VI	VI	VI			
6	VII-VIII	VIII	VII	VII-VIII		II		

** Professional Licensing is usually required beginning at this level.*

Oct-23

City of Deland Rates

SURVEY RATES

Category		Rates
Professional Surveyor & Mapper/PSM	$	172.00
Expert Witness	$	350.10
Senior Technician	$	129.50
CAD Technician	$	114.70
One Person Field Crew	$	129.50
Two Person Field Crew	$	173.00
Three Person Field Crew	$	227.20
Four Person Field Crew	$	281.20
Sketch of Descriptions (per SD)	$	658.90
Residential Elevation Certificate	$	928.10
Commercial Elevation Certificate (per bldg.)	$	1,273.10
Initial and Second Plat Review (up to two sheets)	$	1,024.90
Initial and Second Plat Review (over two sheets)	$	174.10
Plat (third or additional reviews of same plat)	$	397.90
GIS Rates		
Professional Engineer	$	207.00
GIS Analyst	$	115.70
GIS Technician	$	76.50
2 Person GPS Crew	$	173.00
1 Person GPS Crew	$	129.50
Utility Rates		
Project Manager	$	172.00
Senior Technician	$	129.50
2 Person Crew	$	210.20
3 Person Crew	$	292.90
Clerical	$	76.50

1 Test Hole/Dirt	$	600.50
1 Test Hole/Asphalt/Concrete	$	745.90
2-19 Test Holes/Dirt	$	514.60
2-19 Test Holes/Asphalt/Concrete	$	585.70
20-49 Test Holes/Dirt	$	459.40

20-49 Test Holes/Asphalt/Concrete	$	528.40
One Person Concrete Radar Mapping/Imaging	$	230.40

Per Lane (Day)	$	987.80
Per Lane (Night)	$	1,200.00
Sidewalk Closures (Night)	$	424.40
Sidewalk Closures (Day)	$	318.30

Subsurface Utility Locating Service	$	1,614.80
Concrete/Asphalt Removal & Repair	$	424.40
Survey Staking of Pole Locations	$	420.20
Flagman Control Per Pole Location	$	185.80
Miscellaneous		
Mobilization		
Per Project (Excess of 50 mi. from Office Location)	$	1,098.10
Per Diem/Lodging Expenses		
Per Day Two Person Crew	$	385.20
Per Day Three Person Crew	$	525.20

LiDAR Project Manager	$	172.00
LiDAR Technician	$	129.50
LiDAR One Person Field Crew	$	150.70
LiDAR Two Person Field Crew	$	198.50
UAS/UAV Photogrammetry	$	261.10
Mobile Scan Crew	$	261.10

Construction Professional Surveyor & Mapper/PSM	$	197.40
Construction Senior Technician	$	149.00
Construction CAD Technician	$	131.90
Construction One Person Field Crew	$	149.00
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Construction Four Person Field Crew	$	323.40

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City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-01

Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services

City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720
(321) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 06/15/23

CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-01

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on July 14, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Complete package is also available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com). Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

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II. PURPOSE, SCOPE OF SERVICES

III. RECORD INFORMATION AND SITE VIEWING EVALUATION OF PROPOSALS

IV. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

V. SUBMITTAL REQUIREMENTS

VI. EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-01

CIVIL ENGINEERING, TRANSPORTATION ENGINEERING, SITE PLAN & FINAL PLAN REVIEW SERVICES

I. INTRODUCTION

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Civil Engineering and Transportation Engineering Services for various City projects, and Site Plan and Final Plat Services for private developments review. Firms may submit individual proposals for each category or multiple. If submitting proposals for multiple or all categories the firm must submit a separate proposal package (Section V – Submittal Requirements) for each category of service.

II. SCOPE OF SERVICES

The City is interested in establishing multi-year continuing professional services contracts with one or more professional engineering and surveying (Final Plat Review) firms to provide planning, design, permitting and construction phase Civil Engineering and Transportation Engineering Services for projects related to City of DeLand infrastructure, parks, buildings, and other facilities. Site Plan and Final Plat Review services will be performed for private developments submitted to the City for approval. The City has an extensive capital improvements program and can be expected to add projects to this program in the future. A qualified firm should be able to demonstrate expertise in the following areas:

- Design of municipal site plans, landscape plans, hardscape plans, streetscape plans, parking, paving-roadways, and right-of-way infrastructure, parks & recreation facilities (including stadiums) and other facilities similar to those currently owned and contemplated in the future by the City of DeLand
- Provide Site Plan and Final Plat Review services submitted by developers to the City of DeLand for approval
- Provide Transportation engineering services which includes but not limited to Traffic Impact Analysis (TIA) Review, Traffic Study, Traffic Count, Safety Improvements and Signalization
- Ability of the firm to coordinate work assignments through a single point of contact (project manager)
- Potential for the selected firm to avoid conflict of interest with land development projects
- Obtaining and renewing permits for all applicable regulatory agencies including SJRWMD, FDOT, Volusia County, FDEP Water and Sewer
- Construction inspection/administration on municipal projects
- Preparing cost estimates

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services** will be received until **3:00 PM on July 14, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Coordinator or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Council or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Coordinator, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	**Date**
Solicitation Date	June 15, 2023
Pre-Proposal Meeting	N/A
Question Deadline	July 7, 2023 @ 5:00 P.M.
Submission Deadline	July 14, 2023 @ 3:00 P.M.

III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com).

You may also contact the Purchasing Coordinator office at:

City of DeLand – Finance Department
Attn: Corey McMillen
120 S. Florida Ave.
DeLand, Florida 32720
(386) 626-7078 / Email: mcmillenc@deland.org & purchasing@deland.org

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.

2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.

3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.

4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.

5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.

6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.

8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.

9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.

10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Coordinator or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.

13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.

14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.

16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

SCRUTINIZED CONTRACTORS

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.

3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable**.

4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

    a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal

statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
c. Professional Liability Insurance – For errors and omissions in the amounts of $3,000,000 per claim.

5. Tie - Award of all tie rankings shall be made by the Purchasing Coordinator in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

   a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
   b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
   c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:
Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit eight (8) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (*maximum 2 pages*)

1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
4) Additional Information - Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subcontractors (*maximum 4 pages*)

1) Project Manager - Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.

2) Key Team Members - Name, address, background, education, and experience of each key team member for the services to be provided.
3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
4) Organizational Chart – Graphical illustration of the service delivery structure.

Tab 3: Experience (*maximum 4 pages*)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

1) Name and description of the project/services provided
2) Project owner, contact name, and phone number
3) Scope of the total project and the scope of the Contractor's portion
4) Total project cost
5) Name of the Contractor's project manager

Tab 4: Required Proposal Forms

1) Public Entity Crime Form
2) Non-Collusion Affidavit
3) Proposer's Certification
4) Certificate as to Corporate Principal
5) Drug-Free Workplace Form
6) Contractor Affidavit Regarding Scrutinized Company List
7) G.S.A. Standard Form SF 330
8) Statement of Litigation
9) Financial Statement
10) Certificate(s) of Insurance

VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, and Experience for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

Responsiveness (10 Points)

Firm has provided all required documentation and has adhered to qualifications and proposal criteria.

Organizational Profile (45 points maximum)

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

(1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.

(2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).

(3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.

(4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

Qualifications & Experience (45 points maximum)

(1) Length of time company has operated; length of time providing both the Professional Services similar to those required in the RFQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.

(2) Company has considerable and readily quantified experience in providing similar Professional Services, particularly design-bid-build and design-build projects performed in compliance with §287.055, Florida Statutes.

(3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.

(4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.

(5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to City projects. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.

(6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

100 Points (Maximum)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged: _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ _____
Witness Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2023.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or contractor) is _____.

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Enrollment in CARFAX Investigative Tools.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: CARFAX contract, Florida House Bill 965 ammendment

APPROVED BY: Michael Pleus, City Manager, November 16, 2023

SUMMARY/HIGHLIGHT:

DeLand Police Department desires to utilize Carfax's Investigative Tools, which includes a vehicle history database, VIN alerts, and the capability to search partial license plate characters nationwide. The search results provide the vehicle's owner, location, vehicle information and other data without the need to obtain subpoenas or requesting assistance from out-of-state DMVs.

In exchange for this free of charge service, DeLand Police Department agrees to send Carfax copies of our crash reports on a monthly basis for the purpose of streamlining their process for motor vehicle reports. Carfax is able to obtain the same data from the state, but at a much slower rate. Please note this will not cause an additional work load for Records staff. Carfax will not release or publish crash data supplied to them; they only harvest the VIN number and damage type for their vehicle reports.

It is the intention of DeLand Police Department in the near future to enroll in Carfax's Report Distribution Service. Staff requests that the Commission grant the City Manager authority to activate the Report Distribution Service when requested in lieu of submitting another enrollment form to the Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Community.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

There is not a fiscal impact for this enrollment.

RECOMMENDATION:

It is recommended the City Commission approve the enrollment for DeLand Police Department to access Carfax's Investigative Tools.

BACKGROUND/DISCUSSION:

Florida House Bill 965 was amended in May 2023 permitting this concept.

CARFAXFORPOLICE.COM

ENROLLMENT FORM FOR LAW ENFORCEMENT – CITY OF DELAND, FL

Official Agency Name (*must provide FULL name*) ("Agency"): DeLand Police Department

Agency ORI Number: FL - 0640200

Name: Chief Jason D. Umberger Number of Sworn Officers: 75

Address: 219 West Howry Avenue City: DeLand

County: Volusia State: FL Zip: 32720

Total Number of Motor Vehicle Crash Reports Written Last Year: 1,126

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service	☒ Yes	☐ No
Report Distribution Service	☐ Yes	☒ No (If Yes, provide additional information requested below)
eCrash Service (only available if Agency uses the Report Distribution Service)	☐ Yes	☒ No

Additional information required for the Report Distribution Service:

Does applicable state or local law or regulation require that motor vehicle crash reports only be provided to specific interested parties? ☐ Yes ☐ No

Amount to be reimbursed to Agency for each crash report sold through the Report Distribution Service: $_____ ("Reimbursed Fee")

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Send completed form to: Thomas Froelich | EMAIL: TomFroelich@carfax.com

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions (the "Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by Agency, and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the "Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's participation in the CARFAX® For Police Program (the "Program").

1. Definitions.

1.1 "Agency Crash Report" is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 "Alternative Vehicle History Provider" is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX.

1.3 Applicable Laws" are defined as any and all applicable U.S. and Canadian federal, state, local, or provincial/territorial laws (statutory, common or otherwise), rules, orders, regulations, requirements, guidance, executive orders, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental regulator or self-regulatory body.

1.4 "Crash Data" is defined as all Agency Crash Reports (including but not limited to all eCrash Reports) and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information) that are: (a) provided by or on behalf of Agency to CARFAX under this Agreement, (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services, and/or (c) otherwise received by CARFAX under this Agreement.

1.5 "DPPA" is defined as the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.6 "DPPA Permissible Use" is defined as a permissible use set forth in the DPPA.

1.7 "Driver Exchange Information" is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.8 "Driver Exchange Service" is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents.

1.9 "eCrash Report" is defined as an Agency Crash Report created by or on behalf of Agency using the eCrash Service.

1.10 "eCrash Service" is defined as the CARFAX motor vehicle crash report writing service that allows authorized users to create motor vehicle crash and incident reports.

1.11 "Effective Date" is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.12 "Intellectual Property" is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.13 "Investigative Tools" is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.14 "Law Enforcement Database" is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.15 "Law Enforcement Information" is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law enforcement agencies (including but not limited to all data and information contained therein or derived therefrom).

1.16 "Report Distribution Service" is defined as the CARFAX online platform that allows CARFAX to distribute and/or sell motor vehicle crash and incident reports on behalf of law enforcement agencies.

1.17 "Services" is defined as the Investigative Tools, the Driver Exchange Service, the Report Distribution Service, the eCrash Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.18 "VH Tools" is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.19 "VHDB" is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

2. Services.

2.1 Investigative Tools. If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency's use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency's use in law enforcement investigations. To the extent "personal information" (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the Investigative Tools for any Prohibited Purposes (as defined below).

2.2 Driver Exchange Service. If Agency elects to use the Driver Exchange Service (when available), CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident, and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to act as Agency's service provider to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 Report Distribution Service. If Agency elects to use the Report Distribution Service, Agency authorizes CARFAX to act as Agency's service provider to: (a) offer to sell and sell (or at Agency's request, offer to provide or provide at no cost) through the Report Distribution Service all Agency Crash Reports (including but not limited to e-Crash Reports) that CARFAX receives under this Agreement and/or all Agency-authorized rendered versions of the Agency Crash Reports, as applicable (collectively, the "Distributed Reports"), and (b) store and maintain all such Distributed Reports as well as any information collected from requesters of such Distributed Reports as necessary to provide the Report Distribution Service in compliance with Applicable Laws. Agency authorizes CARFAX to issue press releases and public statements relating to Agency's use of the Report Distribution Service. Agency shall: (a) include on its website(s) and social media site(s) one or more hyperlinks to the Report Distribution Service; (b) direct all individuals and entities that want to purchase Distributed Reports to the Report Distribution Service; and (c) direct all calls that Agency receives relating

to CARFAX or the Report Distribution Service to 1-800-990-2452 or such other phone number designated by CARFAX. Within thirty (30) days after the end of each calendar month, CARFAX will pay Agency the Reimbursed Fee for each Distributed Report sold through the Report Distribution Service. Agency will notify CARFAX in writing of any change to the Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice.

2.4 eCrash Service. If Agency elects to use the eCrash Service, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the eCrash Service solely to create eCrash Reports. Agency shall be solely responsible for: (a) any and all data and information entered into the eCrash Service and (b) approval of the data and information to create the eCrash Report. Agency understands and agrees that CARFAX may store and maintain any and all such data and information entered into the eCrash Services within its systems. Agency shall notify CARFAX in writing if any Applicable Laws limit CARFAX's use or distribution of the eCrash Reports. Once an eCrash Report has been approved by Agency, CARFAX may use and distribute such e-Crash Report as permitted under this Agreement. If CARFAX or Agency terminates Agency's use of the eCrash Service, Agency will no longer have access to the eCrash Service to create new eCrash Reports or approve previously-created eCrash Reports.

2.5 Agency Account. Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the "Agency Account"). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.6 Restrictions on Access and Use of CARFAX Services. Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with Applicable Laws); (b) allow any third party (excluding individuals who use the Driver Exchange Service (or their representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any Applicable Laws; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete, damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services, including but not limited to the use of "bots" or "spiders," is strictly prohibited. Without limiting CARFAX's other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency's access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.7 Security. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include personally identifiable information (collectively, "PII"). Agency shall keep all such PII confidential and secure, including but not limited to by: (a) restricting access to such Law Enforcement Information to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such Law Enforcement Information is accessed solely for law enforcement investigations as permitted under this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of Law Enforcement Information; and (d) maintaining an information security program that is designed to meet requirements under Applicable Laws for safeguarding PII, including, at a minimum, to: (i) ensure the security and confidentiality of such Law Enforcement Information; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained in such Law Enforcement Information; and (iii) protect against unauthorized access to or use of the PII and other data contained in such Law Enforcement Information. In the event of any actual or reasonably suspected breach or unauthorized access of Law Enforcement Information (collectively, "Agency Breach"), Agency shall promptly notify CARFAX of such Agency Breach and shall fully cooperate with CARFAX in investigating such Agency Breach and preventing the recurrence of an Agency Breach. As between CARFAX and Agency, Agency shall be solely responsible for any legal or regulatory obligations which may arise under Applicable Laws in connection with such Agency Breach, shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and shall reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with Applicable Laws and at its own expense, notify the individuals whose information is the subject of such Agency Breach and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by Applicable Laws. Agency agrees that such notification shall not reference CARFAX or the Law Enforcement Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. As between CARFAX and Agency, Agency shall remain solely liable for claims that may arise from such Agency Breach, including but not limited to costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to costs for credit monitoring or allegations of loss in connection with such Agency Breach.

2.8 Certifications. Agency hereby represents, warrants, and certifies to CARFAX that any and all of the data or information that Agency and employees of Agency obtain through or derive from the Investigative Tools shall: (a) not be used for civil immigration purposes; (b) not knowingly be disseminated to any third party for any purpose related to civil immigration enforcement; (c) not be used to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity, including, but not limited to, immigration enforcement, divorce disputes, and matchmaking services; or (d) not be used or disclosed in violation of any Applicable Laws (each of the foregoing shall be collectively referred to as "Prohibited Purposes").

2.9 Agency Applications. If Agency elects to integrate access to the Services through one or more of its applications and/or websites, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license during the Term to integrate access to the Services through one or more Agency applications and/or websites that are pre-approved by CARFAX in writing (e-mail acceptable) (each, an "Approved Agency Application") for use only by authorized employees of Agency (each, an "Authorized User") in accordance with this Agreement. Agency shall obtain CARFAX's prior written approval of the initial content, format, look and feel and the entire viewing process and experience ("User Experience") for an Authorized User to access the Services through the applicable Approved Agency Application. Thereafter, Agency may make changes to the User Experience, provided that Agency shall obtain CARFAX's prior written approval of any material changes to the User Experience. Agency will integrate one or more URL links designated by CARFAX (collectively, the "URL Link") into the Approved Agency Application in a manner mutually agreed upon by the parties in writing, which URL Link will direct an Authorized User: (a) to the Services if such Authorized User has an existing username and password to gain access to the Agency Account; or (b) a landing page where such Authorized User can activate a username and password to gain access to the Agency Account if such Authorized User does not have an existing one.

3. Provision of Crash Data. Agency hereby provides (or authorizes its third party service provider to provide) to CARFAX all Agency Crash Reports and Crash Data (as applicable). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Crash Data as soon as reasonably possible after such request.

4. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise

provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the "Crash Data Restrictions"). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency's behalf) (each, a "Crash Data Recipient") shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX's request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

5. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. Each party hereby grants to the other party a nonexclusive, nontransferable, revocable right to use such of its trademarks, service marks, logos and trade names and other designations that are provided by the granting party to the other party (collectively, the "Marks") for the sole purpose of performing such party's obligations and exercising such party's rights under this Agreement. Each party represents and warrants that it has all necessary right, title, interest, and/or license in and to its Marks to grant to the other party the license to use its Marks as provided herein.

6. CARFAX's Obligations as Service Provider. Agency understands and agrees that, in connection with the applicable Services, CARFAX is acting as Agency's service provider for purposes of the collection, use, retention, storage, sale, sharing, disclosure, analysis, deletion, and/or modification (collectively, "Processing" or "Process", as applicable in context of usage) of any PII contained in the Crash Data (collectively, "Agency PII"). CARFAX shall implement and maintain reasonable administrative, organizational, and technical safeguards designed for the protection, confidentiality, and integrity of such Agency PII. The parties agree that provision of the Agency PII to CARFAX is not a sale, as such term is defined by Applicable Laws (by way of example but not limitation, "sale" under California law includes the exchange of data for non-monetary consideration), of Agency PII to CARFAX, but is provided solely for purposes of CARFAX providing the applicable Services. Without limiting the generality of the foregoing, the parties agree that CARFAX shall not Process any Agency PII for any purpose other than for the purposes expressly permitted in this Agreement or otherwise permitted by Applicable Laws. Except to the extent required to comply with Applicable Laws, CARFAX may not combine Agency PII with PII that it receives from or on behalf of any other person or entity or collects from its own interactions with any consumer. CARFAX certifies that it understands the restrictions in this Section 6 and shall comply with them. CARFAX will delete any Agency PII Processed by CARFAX within forty-five (45) days after its receipt of a written request for deletion of such Agency PII unless CARFAX is required, or it is reasonably necessary for CARFAX, to maintain such information.

7. Disclaimers. Agency acknowledges that CARFAX collects data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the Investigative Tools, and CARFAX will have no liability for errors or omissions with respect to the Investigative Tools. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of CARFAX and Agency under this Agreement will not exceed $1,000, and such amount will be Agency's and CARFAX's exclusive remedy.

9. Term and Termination.

9.1 Term. The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the "Term").

9.2 Termination; Survival. Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days' prior written notice to CARFAX. Any termination of Agency's access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. CARFAX may terminate this Agreement and/or any Service immediately upon written notice if Agency breaches any provision of this Agreement. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX may continue to use the Crash Data already acquired under this Agreement, and sell or offer to sell the Distributed Reports already acquired or rendered by CARFAX under this Agreement. Upon any expiration or termination of this Agreement, (a) Agency shall cease accessing the Services, and (b) Agency understands that it will no longer have access to any eCrash Reports and is responsible for retaining all eCrash Reports on its own systems prior to the effective date of such expiration or termination. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 9.2 and Sections 2.6(a), 2.7, 2.8, 5, 7 and 8.

10. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency's continued use of any of the Services will be deemed acceptance thereof. Each party shall comply with all Applicable Laws with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a recognized electronic signature service, shall be legally binding and enforceable.

11. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida, Volusia County, without regard to its conflict of law principles . Both parties agree to waive a jury trial and to proceed to trial by judge.

12. Non-Discrimination. CARFAX warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age,

disability/handicap, religion, family or income status.

13. Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement CARFAX represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

14. Public Records. To the extent that CARFAX and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, CARFAX shall:

(a) Keep and maintain public records required by Agency to perform the services provided hereunder.

(b) Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if CARFAX does not transfer the records to the Agency.

(d) Upon completion of the Agreement, transfer, at no cost, to Agency all public records in the possession of CARFAX or keep and maintain public records required by Agency to perform the service. If CARFAX transfers all public records to Agency upon completion of this Agreement, CARFAX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CARFAX keeps and maintains public records upon completion of this Agreement, CARFAX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

If CARFAX fails to comply with the requirements in this Section, Agency may enforce these provisions in accordance with the terms of this Agreement. If CARFAX fails to provide the public records to Agency within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF CARFAX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CARFAX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CARFAX SHOULD CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (386-626-7130) OR EMAIL (HENNESSY@DELAND.ORG).

15. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, CARFAX represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

16. Scrutinized Company.

(a) Pursuant to Section 287.135, Florida Statutes, CARFAX certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, CARFAX certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and CARFAX further certifies that it is not engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135, Florida Statutes, Agency may, at the option of the City Commission, terminate this Agreement if CARFAX is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

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LEGISLATIVE ACTION

Senate	.	House
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Senator Berman moved the following:

Senate Amendment (with title amendment)

Delete lines 13 - 115
and insert:
Section 1. Paragraph (b) of subsection (2) of section 316.066, Florida Statutes, as amended by section 1 of chapter 2022-198, Laws of Florida, is amended to read:
316.066 Written reports of crashes.—
(2)
(b) Crash reports held by an agency under paragraph (a) may be made immediately available to the parties involved in the



crash, their legal representatives, their licensed insurance agents, their insurers or insurers to which they have applied for coverage, persons under contract with such insurers to provide claims or underwriting information, law enforcement agencies and their contracted service providers, victim services programs, and any federal, state, or local governmental agency or any private person or entity acting on behalf of a federal, state, or local governmental agency in carrying out its functions, but not for redistribution to any person or entity not listed in this subsection. Crash reports held by an agency under paragraph (a) which do not contain the home or employment street addresses, driver license or identification card numbers, dates of birth, and home and employment telephone numbers of the parties involved in the crash shall be made immediately available to radio and television stations licensed by the Federal Communications Commission and newspapers qualified to publish legal notices under ss. 50.011 and 50.031. A crash report may also be made available to any third party acting on behalf of a person or entity authorized under this section to access the crash report, except that the third party may disclose the crash report only to the person or entity authorized to access the crash report under this section on whose behalf the third party has sought the report. This section shall not prevent an agency, pursuant to a memorandum of understanding, from providing data derived from crash reports to a third party solely for the purpose of identifying vehicles involved in crashes if such data does not reveal the identity, home or employment telephone number or home or employment address, or other personal information of the parties involved


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in the crash.

Section 2. Paragraph (b) of subsection (1) of section 316.2935, Florida Statutes, is amended to read:

316.2935 Air pollution control equipment; tampering prohibited; penalty.—

(1)

(b) At the time of sale, lease, or transfer of title of a motor vehicle, the seller, lessor, or transferor shall certify in writing to the purchaser, lessee, or transferee that the air pollution control equipment of the motor vehicle has not been tampered with by the seller, lessor, or transferor or their agents, employees, or other representatives. A licensed motor vehicle dealer shall also visually observe those air pollution control devices listed by department rule pursuant to subsection (7), and certify that they are in place, and appear properly connected and undamaged. Such certification shall not be deemed or construed as a warranty that the pollution control devices of the subject vehicle are in functional condition, nor does the execution or delivery of this certification create by itself grounds for a cause of action between the parties to this transaction. This paragraph does not apply when the purchaser of the motor vehicle is a lessee purchasing the leased motor vehicle and the licensed motor vehicle dealer is not in possession of the motor vehicle at the time of sale.

Section 3. Paragraph (v) is added to subsection (16) of section 320.02, Florida Statutes, to read:

320.02 Registration required; application for registration; forms.—

(16)

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(v) The application form for motor vehicle registration and renewal of registration must include language permitting a voluntary contribution of $1 to Best Buddies International, Inc. Such contributions shall be distributed monthly by the department to Best Buddies International Inc., a corporation not for profit under s. 501(c)(3) of the Internal Revenue Code.

For the purpose of applying the service charge provided in s. 215.20, contributions received under this subsection are not income of a revenue nature.

Section 4. Subsection (1) of section 320.0657, Florida Statutes, is amended to read:

320.0657 Permanent registration; fleet license plates.—

(1) As used in this section, the term "fleet" means nonapportioned motor vehicles owned or leased by a company and used for business purposes. A fleet consists of a minimum of 100 motor vehicles or a minimum of 25 trailers or semitrailers ~~Vehicle numbers comprising a "fleet" shall be established by the department~~. Vehicles registered as short-term rental vehicles are excluded from the provisions of this section.

Section 5. Subsection (8) of section 322.08, Florida Statutes, is amended to read:

322.08 Application for license; requirements for license and identification card forms.—

(8) The application form for an original, renewal, or replacement driver license or identification card must include language permitting the following:

(a) A voluntary contribution of $1 per applicant, which contribution shall be deposited into the Health Care Trust Fund


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for organ and tissue donor education and for maintaining the organ and tissue donor registry.

(b) A voluntary contribution of $1 per applicant, which shall be distributed to the Florida Council of the Blind.

(c) A voluntary contribution of $2 per applicant, which shall be distributed to the Hearing Research Institute, Incorporated.

(d) A voluntary contribution of $1 per applicant, which shall be distributed to the Juvenile Diabetes Foundation International.

(e) A voluntary contribution of $1 per applicant, which shall be distributed to the Children’s Hearing Help Fund.

(f) A voluntary contribution of $1 per applicant, which shall be distributed to Family First, a nonprofit organization.

(g) A voluntary contribution of $1 per applicant to Stop Heart Disease, which shall be distributed to the Florida Heart Research Institute, a nonprofit organization.

(h) A voluntary contribution of $1 per applicant to Senior Vision Services, which shall be distributed to the Florida Association of Agencies Serving the Blind, Inc., a not-for-profit organization.

(i) A voluntary contribution of $1 per applicant for services for persons with developmental disabilities, which shall be distributed to The Arc of Florida.

(j) A voluntary contribution of $1 to the Ronald McDonald House, which shall be distributed each month to Ronald McDonald House Charities of Tampa Bay, Inc.

(k) Notwithstanding s. 322.081, a voluntary contribution of $1 per applicant, which shall be distributed to the League


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Against Cancer/La Liga Contra el Cancer, a not-for-profit organization.

(l) A voluntary contribution of $1 per applicant to Prevent Child Sexual Abuse, which shall be distributed to Lauren’s Kids, Inc., a nonprofit organization.

(m) A voluntary contribution of $1 per applicant, which shall be distributed to Prevent Blindness Florida, a not-for-profit organization, to prevent blindness and preserve the sight of the residents of this state.

(n) Notwithstanding s. 322.081, a voluntary contribution of $1 per applicant to the state homes for veterans, to be distributed on a quarterly basis by the department to the Operations and Maintenance Trust Fund within the Department of Veterans’ Affairs.

(o) A voluntary contribution of $1 per applicant to the Disabled American Veterans, Department of Florida, which shall be distributed quarterly to Disabled American Veterans, Department of Florida, a nonprofit organization.

(p) A voluntary contribution of $1 per applicant for Autism Services and Supports, which shall be distributed to Achievement and Rehabilitation Centers, Inc., Autism Services Fund.

(q) A voluntary contribution of $1 per applicant to Support Our Troops, which shall be distributed to Support Our Troops, Inc., a Florida not-for-profit organization.

(r) Notwithstanding s. 322.081, a voluntary contribution of $1 per applicant to aid the homeless. Contributions made pursuant to this paragraph shall be deposited into the Grants and Donations Trust Fund of the Department of Children and Families and used by the State Office on Homelessness to

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supplement grants made under s. 420.622(4) and (5), provide information to the public about homelessness in the state, and provide literature for homeless persons seeking assistance.

(s) A voluntary contribution of $1 or more per applicant to End Breast Cancer, which shall be distributed to the Florida Breast Cancer Foundation.

(t) Notwithstanding s. 322.081(1), a voluntary contribution of $1 or more per applicant to Childhood Cancer Care, which shall be distributed to the Live Like Bella Childhood Cancer Foundation.

(u) A voluntary contribution of $1 or more per applicant to Best Buddies International, Inc., which shall be distributed monthly to Best Buddies International, Inc., a corporation not for profit under s. 501(c)(3) of the Internal Revenue Code.

A statement providing an explanation of the purpose of the trust funds shall also be included. For the purpose of applying the service charge provided under s. 215.20, contributions received under paragraphs (b)-(u) ~~(b)-(t)~~ are not income of a revenue nature.

Section 6. Paragraph (c) of subsection (9) of section 324.021, Florida Statutes, is amended to read:

324.021 Definitions; minimum insurance required.—The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, except in those instances where the context clearly indicates a different meaning:

(9) OWNER; OWNER/LESSOR.—

(c) *Application.*—



1. The limits on liability in subparagraphs (b)2. and 3. do not apply to an owner of motor vehicles that are used for commercial activity in the owner's ordinary course of business, other than a rental company that rents or leases motor vehicles. For purposes of this paragraph, the term "rental company" includes only an entity that is engaged in the business of renting or leasing motor vehicles to the general public and that rents or leases a majority of its motor vehicles to persons with no direct or indirect affiliation with the rental company. The term "rental company" also includes:

a. A related rental or leasing company that is a subsidiary of the same parent company as that of the renting or leasing company that rented or leased the vehicle.

b. The holder of a motor vehicle title or an equity interest in a motor vehicle title if the title or equity interest is held pursuant to or to facilitate an asset-backed securitization of a fleet of motor vehicles used solely in the business of renting or leasing motor vehicles to the general public and under the dominion and control of a rental company, as described in this subparagraph, in the operation of such rental company's business.

2. Furthermore, with respect to commercial motor vehicles as defined in s. 627.732, the limits on liability in subparagraphs (b)2. and 3. do not apply if, at the time of the incident, the commercial motor vehicle is being used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Authorization Act of 1994, as amended, 49 U.S.C. ss. 5101 et seq., and that is required pursuant to such act to carry placards warning others


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of the hazardous cargo, unless at the time of lease or rental either:

a. The lessee indicates in writing that the vehicle will not be used to transport materials found to be hazardous for the purposes of the Hazardous Materials Transportation Authorization Act of 1994, as amended, 49 U.S.C. ss. 5101 et seq.; or

b. The lessee or other operator of the commercial motor vehicle has in effect insurance with limits of at least $5,000,000 combined property damage and bodily injury liability.

3.a. A motor vehicle dealer, or a motor vehicle dealer's leasing or rental affiliate, that provides a temporary replacement vehicle at no charge or at a reasonable daily charge to a service customer whose vehicle is being held for repair, service, or adjustment by the motor vehicle dealer is immune from any cause of action and is not liable, vicariously or directly, under general law solely by reason of being the owner of the temporary replacement vehicle for harm to persons or property that arises out of the use, or operation, of the temporary replacement vehicle by any person during the period the temporary replacement vehicle has been entrusted to the motor vehicle dealer's service customer if there is no negligence or criminal wrongdoing on the part of the motor vehicle owner, or its leasing or rental affiliate.

b. For purposes of this section, and notwithstanding any other provision of general law, a motor vehicle dealer, or a motor vehicle dealer's leasing or rental affiliate, that gives possession, control, or use of a temporary replacement vehicle to a motor vehicle dealer's service customer may not be adjudged liable in a civil proceeding absent negligence or criminal


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wrongdoing on the part of the motor vehicle dealer, or the motor vehicle dealer's leasing or rental affiliate, if the motor vehicle dealer or the motor vehicle dealer's leasing or rental affiliate executes a written rental or use agreement and obtains from the person receiving the temporary replacement vehicle a copy of the person's driver license and insurance information reflecting at least the minimum motor vehicle insurance coverage required in the state. Any subsequent determination that the driver license or insurance information provided to the motor vehicle dealer, or the motor vehicle dealer's leasing or rental affiliate, was in any way false, fraudulent, misleading, nonexistent, canceled, not in effect, or invalid does not alter or diminish the protections provided by this section, unless the motor vehicle dealer, or the motor vehicle dealer's leasing or rental affiliate, had actual knowledge thereof at the time possession of the temporary replacement vehicle was provided.

c. For purposes of this subparagraph, the term:

(I) "Control" means the power to direct the management and policies of a person, whether through ownership of voting securities or otherwise.

(II) "Motor vehicle dealer's leasing or rental affiliate" means a person who directly or indirectly controls, is controlled by, or is under common control with the motor vehicle dealer.

d. For purposes of this subparagraph, the term "service customer" does not include an agent or a principal of a motor vehicle dealer or a motor vehicle dealer's leasing or rental affiliate, and does not include an employee of a motor vehicle dealer or a motor vehicle dealer's leasing or rental affiliate


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unless the employee was provided a temporary replacement vehicle:

(I) While the employee's personal vehicle was being held for repair, service, or adjustment by the motor vehicle dealer;

(II) In the same manner as other customers who are provided a temporary replacement vehicle while the customer's vehicle is being held for repair, service, or adjustment; and

(III) The employee was not acting within the course and scope of his or her employment.

Section 7. Subsection (3) of section 324.0221, Florida Statutes, is amended to read:

324.0221 Reports by insurers to the department; suspension of driver license and vehicle registrations; reinstatement.—

(3) An operator or owner whose driver license or registration has been suspended under this section or s. 316.646 may affect ~~effect~~ its reinstatement upon compliance with the requirements of this section and upon payment to the department of a nonrefundable reinstatement fee of $150 for the first reinstatement. The reinstatement fee is $250 for the second reinstatement and $500 for each subsequent reinstatement during the 3 years following the first reinstatement. A person reinstating her or his insurance under this subsection must also secure ~~noncancelable~~ coverage as described in ss. 324.021(8), 324.023, and 627.7275(2) and present to the appropriate person proof that the coverage is in force on a form adopted by the department, and such proof shall be maintained for 2 years. If the person does not have a second reinstatement within 3 years after her or his initial reinstatement, the reinstatement fee is $150 for the first reinstatement after that 3-year period. If a



person’s license and registration are suspended under this section or s. 316.646, only one reinstatement fee must be paid to reinstate the license and the registration. All fees shall be collected by the department at the time of reinstatement. The department shall issue proper receipts for such fees and shall promptly deposit those fees in the Highway Safety Operating Trust Fund. One-third of the fees collected under this subsection shall be distributed from the Highway Safety Operating Trust Fund to the local governmental entity or state agency that employed the law enforcement officer seizing the license plate pursuant to s. 324.201. The funds may be used by the local governmental entity or state agency for any authorized purpose.

Section 8. Section 324.131, Florida Statutes, is amended to read:

324.131 Period of suspension.—Such license, registration and nonresident’s operating privilege shall remain so suspended and shall not be renewed, nor shall any such license or registration be thereafter issued in the name of such person, including any such person not previously licensed, unless and until every such judgment is stayed, satisfied in full or to the extent of the limits stated in s. 324.021(7) and until the said person gives proof of financial responsibility as provided in s. 324.031, such proof to be maintained for 3 years. In addition, if the person’s license or registration has been suspended or revoked due to a violation of s. 316.193 or pursuant to s. 322.26(2), that person shall maintain ~~noncancelable~~ liability coverage for each motor vehicle registered in his or her name, as described in s. 627.7275(2), and must present proof that


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coverage is in force on a form adopted by the Department of Highway Safety and Motor Vehicles, such proof to be maintained for 3 years.

Section 9. Paragraph (g) of subsection (3) of section 627.311, Florida Statutes, is amended to read:

627.311 Joint underwriters and joint reinsurers; public records and public meetings exemptions.—

(3) The office may, after consultation with insurers licensed to write automobile insurance in this state, approve a joint underwriting plan for purposes of equitable apportionment or sharing among insurers of automobile liability insurance and other motor vehicle insurance, as an alternate to the plan required in s. 627.351(1). All insurers authorized to write automobile insurance in this state shall subscribe to the plan and participate therein. The plan shall be subject to continuous review by the office which may at any time disapprove the entire plan or any part thereof if it determines that conditions have changed since prior approval and that in view of the purposes of the plan changes are warranted. Any disapproval by the office shall be subject to the provisions of chapter 120. The Florida Automobile Joint Underwriting Association is created under the plan. The plan and the association:

(g) Must make available ~~noncancelable~~ coverage as provided in s. 627.7275(2).

Section 10. Paragraph (b) of subsection (2) of section 627.7275, Florida Statutes, is amended to read:

627.7275 Motor vehicle liability.—

(2)

(b) The policies described in paragraph (a) shall be issued



for at least 6 months ~~and, as to the minimum coverages required under this section, may not be canceled by the insured for any reason or by the insurer after 60 days, during which period the insurer is completing the underwriting of the policy~~. After the insurer has issued ~~completed underwriting~~ the policy, the insurer shall notify the Department of Highway Safety and Motor Vehicles that the policy is in full force and effect ~~and is not cancelable for the remainder of the policy period. A premium shall be collected and the coverage is in effect for the 60-day period during which the insurer is completing the underwriting of the policy whether or not the person's driver license, motor vehicle tag, and motor vehicle registration are in effect~~. Once the ~~noncancelable~~ provisions of the policy become effective, the coverages for bodily injury, property damage, and personal injury protection may not be reduced below the minimum limits required under s. 324.021 or s. 324.023 during the policy period.

================ T I T L E A M E N D M E N T ================

And the title is amended as follows:

Delete lines 2 - 9

and insert:

An act relating to driver license, identification card, and motor vehicle registration; amending s. 316.066, F.S.; revising the parties that may receive confidential crash reports to include law enforcement agencies and their contracted service providers; amending s. 316.2935, F.S.; providing applicability relating to air pollution control equipment



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certification requirements; amending ss. 320.02 and 322.08, F.S.; requiring that the motor vehicle registration form and registration renewal form and the driver license or identification card application form, respectively, include an option to make a voluntary contribution to Best Buddies International, Inc.; amending s. 320.0657, F.S.; revising the definition of the term "fleet"; amending s. 324.021, F.S.; defining the terms "control" and "motor vehicle dealer's leasing or rental affiliate" for purposes of ch. 324, F.S.; amending ss. 324.0221 and 324.131, F.S.; revising motor vehicle insurance coverage requirements for certain persons; amending s. 627.311, F.S.; revising a requirement for coverage made available by the Florida Automobile Joint Underwriting Association and the joint underwriting plan approved by the Office of Insurance Regulation; amending s. 627.7275, F.S.; revising requirements for motor vehicle insurance policies; providing an effective date.

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Miller-Fish Building (Fish Building) Historical Plaque.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Historical Plaque Example, Miller-Fish Building Historical Plaque Memo

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The West Volusia Historical Society has requested that a historical plaque memorializing a sit-in be installed on the Miller-Fish building *(Fish Building)* where the sit-in took place on February 9, 1960. The City of DeLand is the current owner of the building, and leases to the MainStreet Association for their office space, and it is home to the Museum of Art – DeLand Downtown. The West Volusia Historical Society cannot submit an application without the approval of the property owner (City of DeLand) to mount the plaque to the building. This request is only for the approval of the Certificate of Appropriateness application to be submitted for review. The building currently has a historical plaque representing the 1886 fire downtown and Charles A. Miller being among the first to rebuild, erecting the two-story Miller-Fish Building. This requested sit-in plaque would be in addition to the existing plaque facing North Woodland Blvd. The applicant has private donors to cover the cost of making and installing the plaque. There would not be a cost to the City of DeLand.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The installation of this historical plaque on this building would be consistent with two of the guiding principles adopted by the City that are meant to preserve and enhance the City's distinctive assets. Education and History, this plaque will enhance the historic nature of the City and core downtown area, by educating the community and visitors with a significant historical event that happened within our City and downtown. Recognizing that our future is guided by our heritage by supporting programs that emphasize and promote the historical attributes of the community.

SUSTAINABILITY:

This plaque will help enhance the historic nature of the downtown and the Fish Building by educating the community of this historical event and continuing to educate those who visit the City and learn about our history.

FISCAL IMPACT:

The applicant has initiated the request and the whole project will be carried out by the applicant including the sign creation and installation. The applicant has private donors to cover the cost of making and installing the plaque. There will be no fiscal impact or cost burden to the City.

RECOMMENDATION:

It is recommended that the City of DeLand City Commission allow the West Volusia Historical Society to apply for the Historic Preservation Review and Certificate of Appropriateness for the Historical Plaque and to be installed onto the Miller-Fish building *(Fish Building)* located at 100 North Woodland Blvd.

BACKGROUND/DISCUSSION:

Due to the size and nature of this sign, per the City of DeLand's Land Development Regulation Section 33-72 (a) Exempt Signs, this sign would be considered exempt as it is intended to be used and read while walking by the building and not directional or for vehicular traffic. In addition, per the City of DeLand's Land Development Regulation Section 33-34.03 Certificate of Appropriateness, this sign would result in the original appearance of the building due to no color or architectural changes proposed. Therefore, it would receive staff review. No Historic Preservation Board or City Commission review would be required.


WEST VOLUSIA HISTORICAL SOCIETY
MILLER-FISH BUILDING
CIRCA
1887
IN THIS BLOCK, EARLY SETTLER CHARLES A MILLER OWNED A HAY & GRAIN STORE, LIVERY STABLE, AND BUGGY & CARRIAGE SHOP. ALL FELL TO THE FLAMES OF THE 1886 FIRE. MILLER WAS AMONG THE FIRST TO REBUILD, ERECTING THE TWO-STORY BRICK BUILDING YOU SEE TODAY HERE. HE OPERATED A DRY GOODS STORE AND SERVED AS THE AGENT FOR THE CLYDE STEAMSHIP COMPANY. IN 1899 HE OPENED MILLER HARDWARE CO. WHICH HE OPERATED FOR 26 YEARS. IN 1925, BERT FISH, A PROMINENT LOCAL ATTORNEY AND POLITICAL FIGURE WHO ROSE TO BECOME MINISTER TO EGYPT AND THEN PORTUGAL, ACQUIRED THE BUILDING FROM MILLER FOR $150,000.
The Beacon Newspaper
Birthday
WELCOME

City of DeLand
Historic & Cultural Resources
120 S. Florida Ave.
DeLand, FL 32720
Planning@DeLand.org

DATE: November 20, 2023

TO: City of DeLand City Commission

FROM: Emily Ragusa, *Planner II & Historic Resource Coordinator*

RE: **Historical Plaque for the memorial of the 1960 sit-in on February 9, 1960.**
Applicant: West Volusia Historical Society
Owner: City of DeLand leased to MainStreet Association
Address: 100 North Woodland Blvd.

The West Volusia Historical Society has requested that a historical plaque memorializing a sit-in be installed on the Miller-Fish building *(Fish Building)* where the sit-in took place on February 9, 1960. The City of DeLand owns the building, and leases to the MainStreet Association for their office space, and is home to the Museum of Art – DeLand Downtown. The building currently has a historical plaque representing the 1886 fire downtown and Charles A. Miller being among the first to rebuild, erecting the two-story Miller-Fish Building. This requested sit-in plaque would be in addition to the existing plaque facing North Woodland Blvd. The applicant has private donors to cover the cost of making and installing the plaque. There would be no cost burden to the City of DeLand.

Due to the size and nature of this sign, per the City of DeLand's Land Development Regulation Section 33-72 (a) Exempt Signs, this sign would be considered exempt as it is intended to be used and read while walking by the building and not directional or for vehicular traffic. In addition, per the City of DeLand's Land Development Regulation Section 33-34.03 Certificate of Appropriateness, this sign would result in the *original appearance* of the building due to no color or architectural changes proposed. Therefore, would receive staff review, no Historic Preservation Board or City Commission review would be required.

The verbiage of the plaque is as follows:
On February 9, 1960, students from DeLand's all-Black Euclid High School staged a sit-in at the lunch counter in the Woolworth's store which occupied this building. One of the leaders was Joyce Cummings Cusak, who went on to become the first Black person to be elected to the Florida legislature from Volusia County. Although lunch counter sit-ins had begun in other Southern cities, DeLand's was only the second in Florida. The students also sat in at McCrory's located across the street. They continued their protest for a week, causing the lunch counters to shut down. During their action, the students were protected by the City of DeLand Police. Eventually, Woolworth's and McCrory's reopened their lunch counters, serving customers regardless of color.

It is recommended that the City of DeLand City Commission allow the West Volusia Historical Society to apply for the Historic Preservation Review and Certificate of Appropriateness for the Historical Plaque and be installed onto the Miller-Fish building *(Fish Building)* located at 100 North Woodland Blvd.

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Second Reading of Ordinance No. 2023-23, Amending the Zoning of Approximately 38.5 Acres of Property, Located at 801 Sol Y Sombra for the Manchester Neighborhood Planned Development. First Reading on 10-16-2023.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ord-2023-23, Exhibit A-Legal Description, Exhibit B-Manchester PD Amendment, Attachment A-Amended Planned Development Plan , Z23-123 Staff Report Manchester PD Amendment, Manchester PD 2021-11, Z23-123 Zoning Map - ADA, Z23-123 Aerial Map - ADA

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

Second reading of an Ordinance to amend the Manchester PD to add a unit count to the Proposed Future Development Tract (Phases 2A & 2B) to permit the development of multi-family dwellings within said tract, as well as permit single-family dwellings to account for the proposed addition of four single-family homes within Phase 2B. At the time the initial PD approval, the applicant did not have a final development plan for Phase II and this area was identified as a future tract for either residential or medical offices. The Community Health Overlay allows for a density of up to 12 dwelling units per acre.

Currently, the PD restricts the number of dwelling units to 156 units allowed for the entire Manchester PD; and single-family homes are not listed as a permitted use. Phases 1A and 1B of the project consist of 156 dwelling units, thus making it impossible for Phase II to be developed. In addition, the existing single-family home in Phase 2B would be considered non-conforming. The proposed amendment addresses these two issues by providing for 37 multi-family units in Phase 2A and 4 single-family units in Phase 2B. The overall density for the entire PD area will be 5.14 dwelling units per acre.

At the September 13, 2023 meeting, the Planning Board recommended approval of the amendment.

At the October 16, 2023 meeting, the City Commission approved the PD amendment on first reading.

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. This action is a step toward the City working to meet the housing needs of citizens in this region.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the amendment to the Manchester PD on second reading.

BACKGROUND/DISCUSSION:
The Manchester Neighborhood PD was originally approved in March of 2021 (Ord.# 2021-11) and consists of 2 phases on a total site area of approximately 38.5 acres. Phases 1A & 1B consisted of 156 units and Phase 2 was designated as a future development tract, as the ultimate use was unknown at the time of the initial PD. However, it was anticipated that Phase II would be developed with either residential or medical offices. The applicant is requesting to amend the original PD agreement to add single-family homes as a permitted use as well as add additional residential units (37 multi-family and 4 single-family residential units) and establish development standards and entitlements.

- Existing: 156 multi-family units (Phase I A & B)
- Proposed: 37 multi-family units (Phase 2A)
- Proposed: 4 single-family units (Phase 2B)

Total of **197** units with approved amendment

ORDINANCE NO. 2023 - 23

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE MANCHESTER NEIGHBORHOOD PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 801 SOL Y SOMBRA APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 38.5 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mark Watts, Esq., on behalf of the owner, has filed for an amendment to the Manchester Neighborhood Planned Development (PD) of approximately 38.5 +/- acres of land located at 801 Sol Y Sombra, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Manchester Neighborhood PD was approved by City Commission in March 2021, City of DeLand's Ordinance No. 2021-11; and

WHEREAS, the applicant desires to amend the Manchester Neighbor PD for the development of multi-family units and single-family units; and

WHEREAS, the applicant is proposing the addition of 41 residential units; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Low Density Residential future land use designation and Community Health Overlay.

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

Section 1. The City Commission has held a public hearing to approve the amendment to the Manchester Neighborhood Planned Development (PD) of approximately 38.5 +/- acres of land located at 801 Sol Y Sombra.

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

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

Planned Development District, as well as the documentation submitted along with the current application, all of which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan and Development Agreement for Manchester Neighborhood PD, Planned Development District, shall be amended as per the attached Exhibit "B" which by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

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

Section 8. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 20th day of November, 2023.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: October 16, 2023
Adopted on second reading: November 20, 2023

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

“EXHIBIT A”

LEGAL DESCRIPTION

DESCRIPTION: PHASE I (CREATED BY SURVEYOR)

LOTS 19 AND 20, LESS AND EXCEPT THE EAST 545.00 FEET, ASSESSORS SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST

AND

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
ALL IN VOLUSIA COUNTY, FLORIDA AND BEING MO PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29’58”W, ALONG THE EAST LINE OF SAID LANDS, AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET; THENCE RUN S89°27’58”W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31’58”E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27’58”W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN N01°32’05”W ALONG SAID LINE A DISTANCE OF 1150.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE RUN N88°34’18”E, ALONG THE NORTH LINE OF LOTS 19 AND 18, A DISTANCE OF 782.04 FEET TO THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 0055; THENCE RUN S01°29’42”E ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 336.93 FEET; THENCE RUN S89°24’00”W, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2179, PAGE 0055, A DISTANCE OF 118.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE RUN S01°32’55”E, ALONG THE EAST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4539, PAGE 1570, AND THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5, A DISTANCE OF 685.63 FEET; THENCE RUN N89°27’58”E, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, A DISTANCE OF 633.014 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.45 ACRES

AND

DESCRIPTION: PHASE II (CREATED BY SURVEYOR)

A PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29’58”W, ALONG THE EAST LINE OF SAID LANDS AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN S89°27’58”W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31’58”E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27’58”W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN S01°31’18”E, ALONG SAID LINE A DISTANCE OF 543.44 FEET; THENCE CONTINUE S01°30’56”E, ALONG SAID LINE OA DISTANCE OF 1298.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PLYMOUTH AVENUE; THENCE RUN N89°11’32”E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST PLYMOUTH A DISTANCE OF 60.00 FEET; THENCE RUN N01°30’24”W, A DISTANCE OF 1298.94 FEET; THENCE RUN N89°28’45”E, A DISTANCE OF 1236.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET; THENCE RUN N01°29’58”W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET, A DISTANCE OF 662.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.05 ACRES.

“EXHIBIT B”

FIRST AMENDMENT TO MANCHESTER NEIGHBORHOOD

PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Manchester Neighborhood Planned Development Agreement (the "First Amendment") is made this _____ day of _____, 2023 between the **CITY OF DELAND,** a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, and **SHEILA A. SCARLETT**, **DEBORAH F. DEEM, MARCIA F. WENK AND KAREN F. BARKER,** as individuals (collectively, “Scarlett”), **GC-DELAND, LLC**, a Florida limited liability company with a mailing address of 400 Galleria Parkway, Suite 1130, Atlanta, GA 30339 (collectively with Scarlett, the “Owners”), and **MANCHESTER COMMUNITIES, LLC**, a Florida limited liability company with a mailing address of 300 Interchange Blvd., Suite D, Ormond Beach, FL 32174 (hereafter, “Manchester” or “Developer”).

WHEREAS, the City and Manchester previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about March 15, 2021 and recorded in Official Records Book 8050, Page 259 of the Public Records of Volusia County, Florida in connection with the rezoning of ±38.5 acres known as the "Manchester Neighborhood” PD; and

WHEREAS, Manchester desires to add a unit count to the Proposed Future Development Tract (also referred to as Phases 2A and 2B) to permit the development of multiple-family dwellings within the Proposed Future Development Tract as well as permit single family dwellings to account for the proposed addition of four (4) single family homes within Phase 2B of the Future Development Tract; and

WHEREAS, the application of Manchester to amend the Manchester Neighborhood PD was duly and properly filed with the City on June 1, 2023 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to the Manchester Neighborhood PD Agreement were held by the Planning Board on September 13, 2023 and the City Commission on _____ and _____ after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

NOW THEREFORE, the City and Manchester acknowledge and agree that the Manchester Neighborhood PD is hereby amended to reflect the following changes, revisions and amendments to the Manchester Neighborhood PD Agreement and amended Planned Development Plan:

1. Paragraph D of the Development Agreement for the Manchester Neighborhood PD is amended as follows (changes shown in ~~strikethrough~~/underline format):

Permitted Uses within Proposed Future Development Tract:

General/Professional Offices.

Financial Institutions.

Apothecary shops.

Government and public land uses and buildings.

Private clubs and lodges.

Museums.

Parks, mini and neighborhood.

Adult day care home.

Single-family dwelling units.

Multiple-family dwellings and duplexes.

Independent living support uses.

Community uses including but not limited to clubhouse, cabana, pool, community garden, and sports courts.

Primary medical uses, including hospitals, outpatient clinics, continuing/long-term care services, hospice services, laboratories, medical research facilities, urgent or emergency medical services, offices of doctors, physical therapists, dentists and other health care providers.

Secondary medical uses including medical support facilities and similar uses, including but not limited to administrative offices, social service providers including counseling centers, fitness and rehabilitation centers including sports medicine and training facilities, health care related retail (i.e., pharmacy, medical supplies, medical apparel and equipment, miscellaneous retail trade including gift stores, bookstores, newsstands, florist, jewelry, video sales/rentals, and other retail ancillary to and located within a medical services facility, cafeterias, food and laundry and services located within, dependent on and directly related to a medical services facility.

Medical support uses, including short-term residential uses dependent upon or directly related to medical care, convalescent care facilities, skilled nursing facilities, group homes for the disabled and overnight accommodations, adult care services, including respite care, educational and meeting facilities and staff sleeping quarters.

2. Paragraph E of the Development Agreement for the Manchester Neighborhood PD is amended as follows (changes shown in ~~strikethrough~~/underline format):

E. Development Standards.

~~Residential Structures~~ Multiple-Family Dwellings:

Proposed Future Development Tract: The Proposed Future Development Tract (henceforth referred to as "Phases 2A and 2B") may be developed as an additional phase of the Adult Residential Housing Area pursuant to the Residential Structures lot development criteria described above or may be developed pursuant to the site development criteria detailed below, each set of lot development criteria shall include the number of units stated in Number 10. below:

Non-Residential/Medical Structures:

1. Maximum building height 50 ft.; 28ft. (one story) within 200 ft. of western boundary;
2. Maximum FAR 0.50;
3. Minimum lot area: 4,000 square ft.;
4. Minimum lot width: 40 ft.;

5. Minimum lot depth: 100 ft.;

6. Minimum building setbacks:

a. Front Yard: 25 ft.

b. Rear Yard: 25 ft.

c. Side Yard: 15 ft.

7. Minimum building separation of 15 ft.;

8. 20% Minimum open space;

9. 70% Maximum impervious surface area.

10. Number of Units: 41

Single-Family Dwellings:

1. Maximum building height: 35 ft.

3. Minimum lot area: 10,000 square ft.;

4. Minimum lot width: 100 ft.;

5. Minimum building setbacks:

a. Front Yard: 30 ft.

b. Rear Yard: 25 ft.

c. Side Yard: 15 ft.

6. 40% Maximum impervious surface area.

3. Exhibit B is amended to incorporate Attachment A herein as the amended Planned Development Plan for the Manchester Neighborhood PD.

IN WITNESS WHEREOF, the City and Manchester Communities, LLC have caused this First Amendment to the Manchester Neighborhood Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

City Commission of DeLand Florida

_____

Michael Pleus
City Manager

_____

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ (mo/yr), by Michael Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.: _____

My Commission Expires: _____

DEVELOPER

WITNESSES

MANCHESTER COMMUNITIES, LLC,
a Florida limited liability company

_____
Print Name

_____
Sign Name

By: _____
Print: _____
Title: _____

_____
Print Name

_____
Sign Name

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____, as _____ for and on behalf of **MANCHESTER COMMUNITIES, LLC**. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

OWNER

WITNESSES

GC-DELAND, LLC, a Florida limited liability company

By: **GEORGIA CAPITAL, LLC**, a Florida limited liability company, its member

_____
Print Name

_____
Sign Name

By: _____
Print: _____
Title:

Date: _____

_____
Print Name

_____
Sign Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____, as _____ for and on behalf of **GEORGIA CAPITAL, LLC**, a Florida limited liability company, as member of **GC-DELAND, LLC**. He/She is personally known to me or has produced _____ as identification.

Seal

_____
Notary Public

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

OWNER
SHEILA A. SCARLETT

_____
Print Name

_____
Sign Name

By: _____
Print: _____

_____
Print Name

_____
Sign Name

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **SHEILA A. SCARLETT**. She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

_____
Print Name

_____
Sign Name

_____
Print Name

_____
Sign Name

OWNER
DEBORAH F. DEEM

By: _____
Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **DEBORAH F. DEEM**. She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

_____
Print Name

_____
Sign Name

_____
Print Name

_____
Sign Name

OWNER
MARCIA F. WENK

By: _____
Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **MARCIA F. WENK**. She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

_____
Print Name

_____
Sign Name

_____
Print Name

_____
Sign Name

OWNER
KAREN F. BARKER

By: _____
Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by **KAREN F. BARKER**. She is personally known to me or has produced _____ as identification.

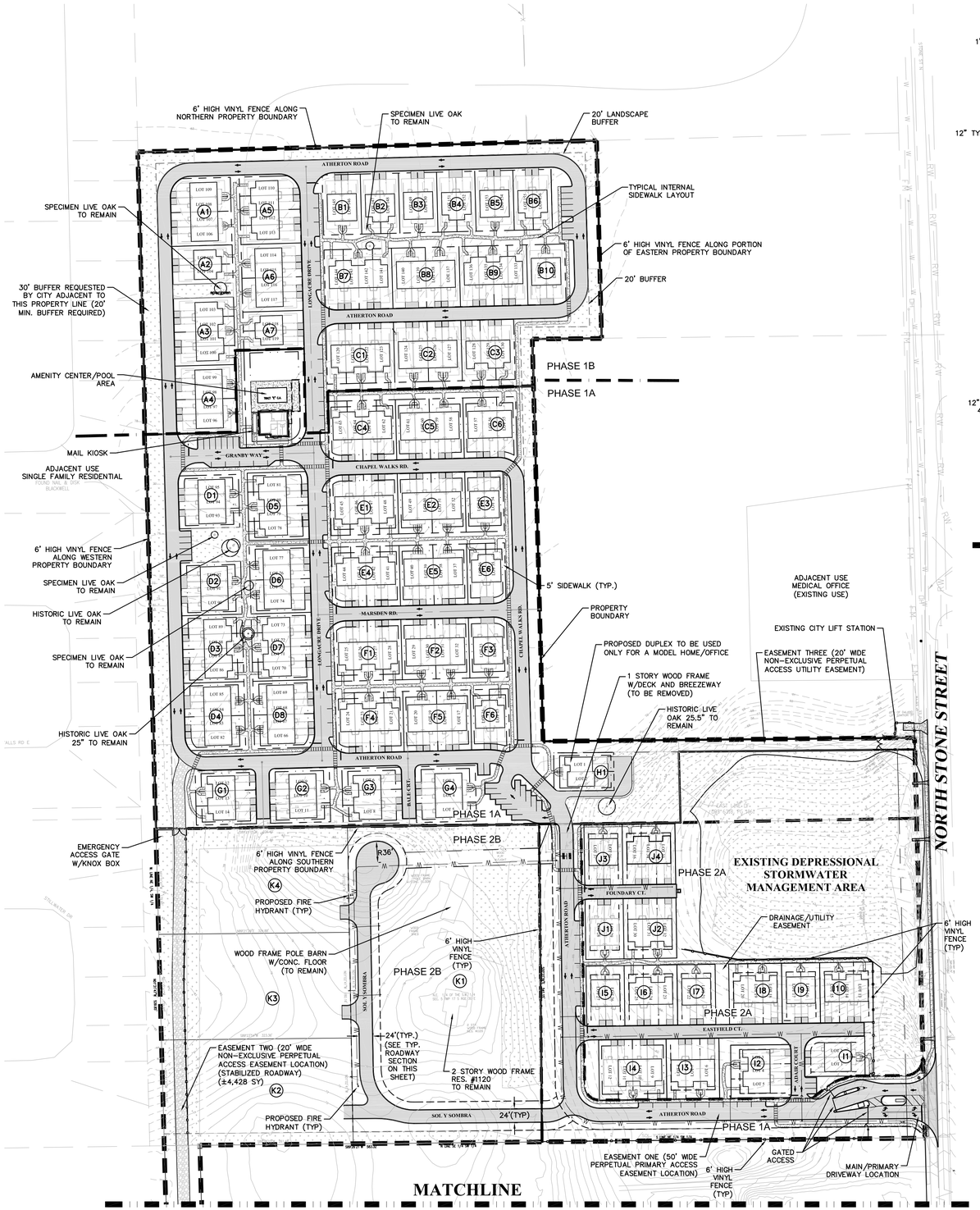
_____
Notary Public

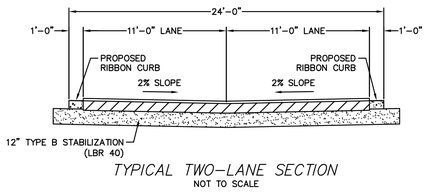
Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

Attachment A
Amended Planned Development Plan

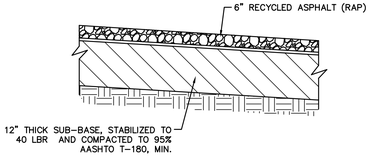
ATTACHMENT A





TYPICAL TWO-LANE SECTION
NOT TO SCALE

NEW CONSTRUCTION
2" TYPE "SP-12.5" STRUCTURAL COURSE W/
8" CRUSHED CONCRETE BASE COURSE (LBR 125)
AND 12" TYPE B STABILIZATION (LBR 40)

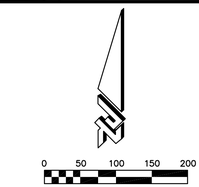


TYPICAL STABILIZED ROADWAY SECTION
NOT TO SCALE

SITE DATA (PHASE 1A & 1B)

TOTAL PD AREA	38.5 AC.
CURRENTLY PROPOSED DEVELOPMENT AREA	19.48 AC.
NUMBER OF LOTS PHASE 1A	95
NUMBER OF LOTS PHASE 1B	61
TOTAL NUMBER OF LOTS	156
DENSITY	8.0 DU/AC
REQUIRED TREE PROTECTION AREA (15%)	5.8 AC.
PROPOSED TREE PROTECTION AREA WITHIN PH-1A & PH-1B DEVELOPMENT AREA	3.0 AC.
REMAINING TREE PROTECTION TO BE PROVIDED WITHIN THE PH-2A & PH-B DEVELOPMENT	2.8 AC.
REQUIRED ON-SITE TREES (1/2,500 S.F.)	339
COVERED PARKING	156
ADDITIONAL SURFACE PARKING	70
TOTAL PARKING PROVIDED	226
PROPOSED MAXIMUM BUILDING HEIGHT	35'
MIN. LOT AREA	1,000 SF
MIN. LOT WIDTH	25'
MINIMUM YARD SIZE (BUILDING)	
FRONT YARD	15'
REAR YARD	10'
SIDE YARD	0'
BUILDING SEPARATION SIDE TO SIDE	15'
BUILDING SEPARATION FRONT TO FRONT	40'
MIN. FLOOR AREA	600 SF
MAX. LOT COVERAGE	85%
* MAX ISR (IMPERVIOUS SURFACE RATIO)	70%
OPEN SPACE (EXCLUDING TREE PROTECTION AREA)	4.02 AC

* AS DESIGNATED WITHIN THE MEDICAL OVERLAY DISTRICT



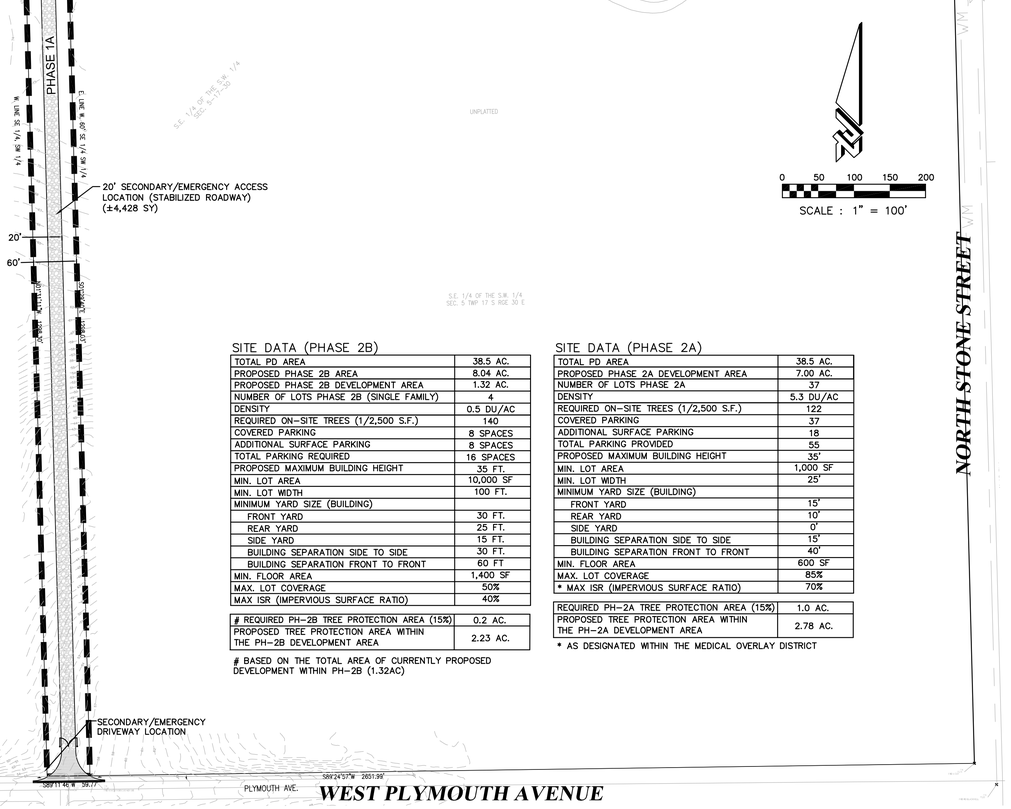
LEGEND:

- TREE PRESERVATION AREA
- PROPOSED ASPHALT PAVEMENT
- PROPOSED STABILIZED ROADWAY
- DENOTES HISTORIC OR SPECIMEN TREE
- DENOTES DEVELOPMENT AREA BOUNDARY
- DENOTES TOTAL PD BOUNDARY

PLANNED DEVELOPMENT NOTES:

1. LOCATIONS OF HISTORIC SPECIMEN TREES TO REMAIN TO BE VERIFIED BY THE PROJECT SURVEYOR.
2. STORMWATER RUNOFF TO BE CAPTURED & TREATED WITHIN THE EXISTING DEPRESSIONAL STORMWATER MANAGEMENT AREA.
3. ALL ROADS TO MEET HYDRANT REQUIREMENTS AS WELL AS APPARATUS REQUIREMENTS FOR HEIGHT/WEIGHT AND TURNING RADIUS WHICH WILL BE REVIEWED AND CONFIRMED DURING SITE PLAN REVIEW PROCESS.
4. TO THE EXTENT PRACTICAL AND SUBJECT TO APPROVAL OF INDIVIDUAL FENCE OWNERS, DEVELOPER MAY CONNECT ITS FENCE TO TIE INTO ANY EXISTING FENCE LINE. DEVELOPER MAY ALSO MEANDER THE FENCE LOCATION WITHIN THE LANDSCAPE BUFFERS IN SUCH A MANNER AS TO PRESERVE TREES AND EXISTING VEGETATION.

MATCHLINE



SITE DATA (PHASE 2B)

TOTAL PD AREA	38.5 AC.
PROPOSED PHASE 2B AREA	8.04 AC.
PROPOSED PHASE 2B DEVELOPMENT AREA	1.32 AC.
NUMBER OF LOTS PHASE 2B (SINGLE FAMILY)	4
DENSITY	0.5 DU/AC
REQUIRED ON-SITE TREES (1/2,500 S.F.)	140
COVERED PARKING	8 SPACES
ADDITIONAL SURFACE PARKING	8 SPACES
TOTAL PARKING REQUIRED	16 SPACES
PROPOSED MAXIMUM BUILDING HEIGHT	35 FT.
MIN. LOT AREA	10,000 SF
MIN. LOT WIDTH	100 FT.
MINIMUM YARD SIZE (BUILDING)	
FRONT YARD	30 FT.
REAR YARD	25 FT.
SIDE YARD	15 FT.
BUILDING SEPARATION SIDE TO SIDE	30 FT.
BUILDING SEPARATION FRONT TO FRONT	60 FT
MIN. FLOOR AREA	1,400 SF
MAX. LOT COVERAGE	50%
MAX ISR (IMPERVIOUS SURFACE RATIO)	40%

# REQUIRED PH-2B TREE PROTECTION AREA (15%)	0.2 AC.
PROPOSED TREE PROTECTION AREA WITHIN THE PH-2B DEVELOPMENT AREA	2.23 AC.

BASED ON THE TOTAL AREA OF CURRENTLY PROPOSED DEVELOPMENT WITHIN PH-2B (1.32AC)

SITE DATA (PHASE 2A)

TOTAL PD AREA	38.5 AC.
PROPOSED PHASE 2A DEVELOPMENT AREA	7.00 AC.
NUMBER OF LOTS PHASE 2A	37
DENSITY	5.3 DU/AC
REQUIRED ON-SITE TREES (1/2,500 S.F.)	122
COVERED PARKING	37
ADDITIONAL SURFACE PARKING	18
TOTAL PARKING PROVIDED	55
PROPOSED MAXIMUM BUILDING HEIGHT	35'
MIN. LOT AREA	1,000 SF
MIN. LOT WIDTH	25'
MINIMUM YARD SIZE (BUILDING)	
FRONT YARD	15'
REAR YARD	10'
SIDE YARD	0'
BUILDING SEPARATION SIDE TO SIDE	15'
BUILDING SEPARATION FRONT TO FRONT	40'
MIN. FLOOR AREA	600 SF
MAX. LOT COVERAGE	85%
* MAX ISR (IMPERVIOUS SURFACE RATIO)	70%

REQUIRED PH-2A TREE PROTECTION AREA (15%)	1.0 AC.
PROPOSED TREE PROTECTION AREA WITHIN THE PH-2A DEVELOPMENT AREA	2.78 AC.

* AS DESIGNATED WITHIN THE MEDICAL OVERLAY DISTRICT

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32324
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-31-23	JLHK	SUBMITTAL TO CITY OF DELAND

MANCHESTER NEIGHBORHOOD PD
PLANNED DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

PROJECT NO: ZC 19194
DESIGNED BY: HK
DRAFTED BY: MM
CHECKED BY: RMH

DRAWING FILE: 19194-PD-PH2
XREF'S: 19194_BASE.DWG
XREF'S: XXXXX.DWG

HALUK KILIC, P.E., NO.84244
NOT VALID WITHOUT SEAL

SHEET: 1 OF 1

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PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

September 13, 2023

APPLICATION NO.: Z23-123

STAFF PLANNER: Kendall Story

APPLICANT: Mark Watts, Esq., Cobb Cole

REQUEST: Amending the Manchester Neighborhood PD

APPLICABLE REGULATIONS:

Article IV OVERLAY AND FLOATING ZONES
Sec. 33-32 – Planned Development District.
Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location: 801 Sol y Sombra
Parcel Size: +/- 38.5 ac.
Land Use: Low Density Residential/Community Health Overlay
Existing Zoning: Manchester Neighborhood PD
Existing Use: Wooded/single-family residential

	SURROUNDING USE:	**SURROUNDING ZONING:**
North:	VC: Urban Low Intensity/ Community Health Overlay	VC: A-3&M; A-3A (VC)
South:	VC: Commercial/Community Health Overlay	VC: B-1&M
East:	Mixed-Office Residential/ Community Health Overlay	P-1&M
West:	Low Density Res; High Density Residential	Hillpointe PD; Cascades PD; Hillpointe Apartments PD; C-1

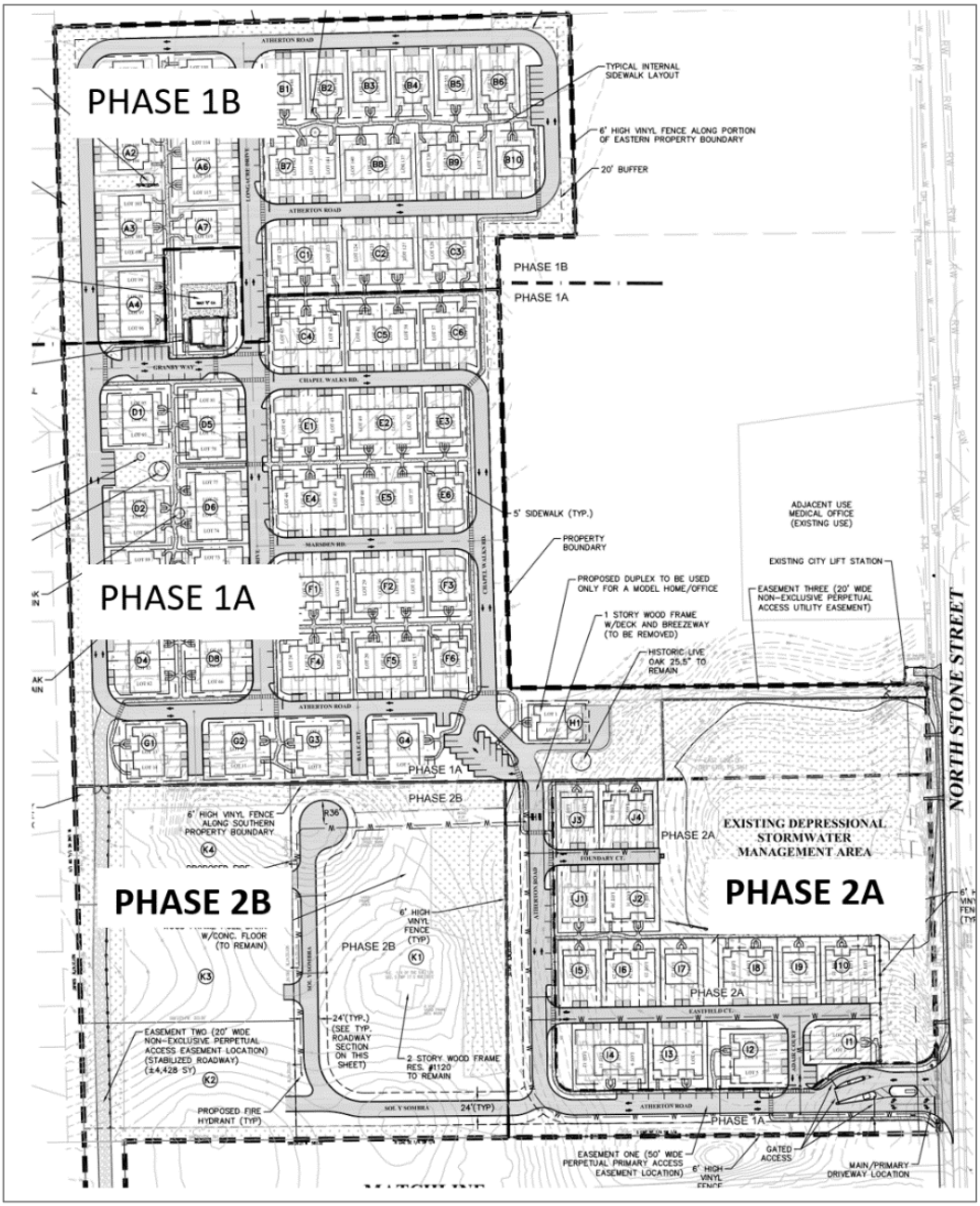
B. ANALYSIS:

The Manchester Neighborhood PD was approved in March of 2021 (Ord.# 2021-11) and consists of four phases, totaling +/-38.5 acres in all, located on the west side of N. Stone St, just north of the Advent Health Hospital DeLand property. It is bordered by The Cascades residential PD and the Hillpointe Apartments PD to the west; transitional agriculture zoning to the north; assisted living & nursing facilities to the east; and medical uses to the south.

The applicant is requesting to amend the PD agreement for the purposes of adding single-family homes as a permitted use, and to establish development standards and entitlements for the *Proposed Future Development Tract* (Phase II). Currently, the PD restricts the number of dwelling units to 156 units allowed for the entire Manchester PD; and single-family homes are not listed as a permitted use. This makes it impossible for Phase II to be developed and will make the existing single-family home in Phase 2B non-conforming.

If approved, the PD agreement will allow for an additional 41 dwelling units and would allow for single-family homes, and also include the existing home in Phase 2B.

At the July 20, 2023, Technical Review Committee meeting, a vote was made to forward the proposed 1st Amendment to the Manchester PD be forwarded on to the Planning Board, subject to



addressing remaining Staff comments. The applicant has since submitted a revised concept plan along with an updated version of the amendment and has addressed the outstanding comments.

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

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

The subject property has a future land use designation of Low Density Residential which allows up to 5.8 residential units per acre. The PD amendment proposes an additional 41 dwelling units be allowed in Phase II.

Total of **197** units with approved amendment

- 156 units (Phase I)
- 37 units (Phase 2A)
- 4 units (Phase 2B)

While the underlying land use of Low Density Residential typically allows up to 5.8 du/ac., the Community Health future land use overlay allows for an increase of up to 12 du/ac. when constructing residential in the form of a Pocket Neighborhood. The proposed PD is not a Pocket Neighborhood development, but townhomes are consistent within the Low Density Residential land use designation and with the previously-approved Scarlett PD. The proximity of senior housing to medical-related uses is also consistent with the general intent of the overlay.

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

An Environmental Assessment report was completed on April 10, 2023. According to the report,

> *There are no wetlands or surface waters present onsite, thus no wetland or surface impacts are proposed. A 100% gopher tortoise survey will be required within 90 days of construction.*

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The applicant intends to provide affordable housing for seniors within close proximity to the hospital; and therefore, is anticipated to have a positive economic impact on the area.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City.

Due to the project size and type of development as an age-restricted community, a Traffic Impact Analysis is not required. This segment of Stone St. has a current Daily LOS of “C” per Volusia County Traffic Counts, and an Allowable LOS of “E”.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The subject property is still part of the Manchester Neighborhood PD. The amendment being proposed is similar to Phase I in that both phases allow for many of the same uses and will be required to follow the similar or same development standards outlined in the PD.

6. Was there a mistake in the original classification?

There was no mistake in the original classification; however, the original agreement did not account for additional residential uses in Phase II, nor did it include the existing single-family residential structure as a permitted use.

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

The availability of different types of housing options for seniors (townhomes instead of single-family, detached houses), convenient to uses often utilized by seniors, should have a positive impact on the general area.

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

The subject property was previously rezoned to allow for single-family townhomes. The Manchester PD, being age-restricted and with a reduced number of units, should create even less impact than the original approval.

C. CONCLUSION:

The Applicant is proposing this first Amendment to the Manchester Neighborhood PD to accommodate additional residential units and allow for single-family residential development. The existing PD limits the maximum number of residential units to 156 for all phases of the PD. The existing PD does not allow single-family homes as a permitted use. Phase I used all of the residential entitlements allowed.

The preliminary plat for Phase 2A (PSB23-059) and Phase 2B (PSB23-065) have both been submitted along with a draft final plat. However, these applications cannot move forward unless a PD amendment is approved.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the requested 1st Amendment to the Manchester PD on to the City Commission with a recommendation for approval.

ORDINANCE NO. 2021 - 11

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM SCARLETT PLANNED DEVELOPMENT (PD) TO MANCHESTER NEIGHBORHOOD PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED ON THE WEST SIDE OF NORTH STONE STREET, JUST NORTH OF ADVENTHEALTH HOSPITAL DELAND PROPERTY; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 38.5 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mark Watts, Esq., on behalf of the owner Sheila Ann Scarlett (hereinafter referred to as "Applicant"), the owner of approximately 38.5 +/- acres of land located on the west side of North Stone Street, just north of AdventHealth Hospital DeLand property, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Scarlett PD Planned Development (PD) to Manchester Neighborhood Planned Development (PD); and

WHEREAS, the Applicant is requesting that the existing Planned Development document be amended to allow for up to 156 attached, townhome lots; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to amend the current PD so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Low Density Residential/Community Health Overlay land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Scarlett Planned Development (PD) to Manchester Neighborhood Planned Development (PD) on the property located on the west side of north Stone Street, just north of the AdventHealth Hospital DeLand, consisting of approximately 38.5 +/- acres.

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

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Manchester Neighborhood, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

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

Section 8. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 15th day of March, 2021.

Robert F. Apgar
Mayor - Commissioner

ATTEST:
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: February 01, 2021
Adopted on second reading: March 15, 2021

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION: PHASE I (CREATED BY SURVEYOR)

LOTS 19 AND 20, LESS AND EXCEPT THE EAST 545.00 FEET, ASSESSORS SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST

AND

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
ALL IN VOLUSIA COUNTY, FLORIDA AND BEING MO PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS, AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET; THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN N01°32'05"W ALONG SAID LINE A DISTANCE OF 1150.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE RUN N88°34'18"E, ALONG THE NORTH LINE OF LOTS 19 AND 18, A DISTANCE OF 782.04 FEET TO THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 0055; THENCE RUN S01°29'42"E ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 336.93 FEET; THENCE RUN S89°24'00"W, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2179, PAGE 0055, A DISTANCE OF 118.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE RUN S01°32'55"E, ALONG THE EAST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4539, PAGE 1570, AND THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5, A DISTANCE OF 685.63 FEET; THENCE RUN N89°27'58"E, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, A DISTANCE OF 633.014 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.45 ACRES

AND

DESCRIPTION: PHASE II (CREATED BY SURVEYOR)

A PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMERCE AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN S01°31'18"E, ALONG SAID LINE A DISTANCE OF 543.44 FEET; THENCE CONTINUE S01°30'56"E, ALONG SAID LINE OA DISTANCE OF 1298.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PLYMOUTH AVENUE; THENCE RUN N89°11'32"E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST PLYMOUTH A DISTANCE OF 60.00 FEET; THENCE RUN N01°30'24"W, A DISTANCE OF 1298.94 FEET; THENCE RUN N89°28'45"E, A DISTANCE OF 1236.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET; THENCE RUN N01°29'58"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET, A DISTANCE OF 662.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.05 ACRES.

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # Z20-098, Application of

MANCHESTER COMMUNITIES, LLC.

ORDINANCE # 2021-11

ORDER AND RESOLUTION

GRANTING A REQUEST FOR AMENDMENT OF SCARLETT PD TO

MANCHESTER NEIGHBORHOOD PD

The application of Manchester Communities, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on March 15, 2021. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on November 18, 2020 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Manchester Communities, LLC was duly and properly filed herein on July 20, 2020 as required by law.

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

C. That the Applicant is the contract purchaser of all or a portion of 38.5 +/- acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owners of the properties, Sheila A. Scarlett, Deborah F. Deem, Marcia F. Wenk and Karen F. Barker, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from SCARLETT PD to MANCHESTER NEIGHBORHOOD PD.

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 15th DAY OF MARCH, 2021, AS FOLLOWS:

A. That the Application of Manchester Communities, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from Scarlett PD to Manchester Neighborhood PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Manchester Neighborhood PD.

D. That the City of DeLand Land Development Regulations Ordinance No. 2002-09, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land Development Regulations Ordinance No. 2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The City of DeLand, will ensure overall compliance with this Ordinance.

E. Unless otherwise provided for herein, the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD.

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

DEVELOPMENT AGREEMENT

A. Development Concept. The +/- 38.5-acre property (the "Property") shall be developed as a PD substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the Property as a PD and shall regulate the future land use of this parcel. This Development Agreement replaces and supersedes the Scarlett PD approved by City of DeLand Ordinance No. 2006-67. The development of the initial +/-20.5-acre first phase of the Property is intended primarily for the housing of self-directed, independent persons 55 years of age and older, including support services for physical shelter maintenance, community security, as well as social and well-health programming. The homeowners association documentation will affirm consistency with Title VIII of the Civil Rights Act of 1968), as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act) and as further amended by the Housing for Older Persons Act of 1995 (HOPA). As such, all dwelling units shall be subject to deed restrictions attached to all sale contracts and lease agreements and acknowledged by signature and date by seller, purchaser, or tenant, as appropriate. Such deed restrictions shall be recorded and be irrevocable for a period of thirty years.

1. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Zev Cohen & Associates, Inc. and dated December 2020 and this Development Agreement. The Planned Development Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. If the uses for the Proposed Future Development Tract are consistent with the uses and standards listed under the Medical Services Overlay District and this Development Agreement, no Planned Development Plan amendment shall be required. For purposes of compliance with the Medial Services Overlay District, any portion of the Property included within the Planned Development shall count towards the acreage requirement for development under the Medical Services Overlay District.

3. Subdivision Approval or Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a final plat and/or final site plan, as applicable, of the area to be subdivided shall be submitted for review and approval in the manner required by Article XIII of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended. Notwithstanding the previous sentence, the construction of no more than twelve (12) dwelling units, including model homes and office space, as well as the infrastructure necessary to support said homes, said infrastructure including but not limited to stabilized road base for access and water service to said dwelling units, shall be permitted prior to the recording of either the final plat or the area to be subdivided. Notwithstanding the foregoing, no certificates of occupancy will be awarded to any of said dwelling units until such time that the final plat(s) are recorded in the public records. Lots on the Property shall be subdivided in accordance with the City of DeLand's Land Development Regulations.

B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after approval and recording of the Final Plat.

C. Phases of Development. The project may be developed in one or more than one phase, and mass-grading of the site may occur over the entire development area as part of any phase, as depicted on concept plan. Mass-grading of the Proposed Future Development Tract may occur after final site plan approval. Mass-graded areas will be stabilized with vegetation cover.

D. Land Uses Within the PD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed Manchester Neighborhood PD. The location and size of said land use areas are shown on the Development Plan Map, Exhibit "B".

Permitted Uses within Adult Residential Housing Area:

Adult day care home.

Mini and neighborhood parks.

Multiple-family dwellings and duplexes.

Independent living support uses.

Community uses including but not limited to clubhouse, cabana, pool, community garden, and sports courts.

Permitted Uses within Proposed Future Development Tract:

General/Professional Offices.

Financial Institutions.

Apothecary shops.

Government and public land uses and buildings.

Private clubs and lodges.

Museums.

Parks, mini and neighborhood.

Adult day care home.

Multiple-family dwellings and duplexes.

Independent living support uses.

Community uses including but not limited to clubhouse, cabana, pool, community garden, and sports courts.

Primary medical uses, including hospitals, outpatient clinics, continuing/long-term care services, hospice services, laboratories, medical research facilities, urgent or emergency medical services, offices of doctors, physical therapists, dentists and other health care providers.

Secondary medical uses including medical support facilities and similar uses, including but not limited to administrative offices, social service providers including counseling centers, fitness and rehabilitation centers including sports medicine and training facilities, health care related retail (i.e., pharmacy, medical supplies, medical apparel and equipment, miscellaneous retail trade including gift stores, bookstores, newsstands, florist, jewelry, video sales/rentals, and other retail ancillary to and located within a medical services facility, cafeterias, food and laundry and services located within, dependent on and directly related to a medical services

facility.

Medical support uses, including short-term residential uses dependent upon or directly related to medical care, convalescent care facilities, skilled nursing facilities, group homes for the disabled and overnight accommodations, adult care services, including respite care, educational and meeting facilities and staff sleeping quarters.

E. Development Standards.

Residential Structures:

1.	Minimum lot area:	1,000 sf
2.	Minimum lot width:	25 feet
3.	Minimum building setbacks:	
	a. Front yard (facing courtyards):	15 ft.
	b. Rear yard (facing drive aisles):	10 ft.
	c. Side yard:	0 ft.
	d. Between buildings (side to side):	15 ft.
	e. Between buildings (front to front or rear to rear):	40 ft.
	f. Minimum floor area:	600 sq. ft.
	g. Maximum lot coverage:	85 %

h. Maximum building height: 35 ft.; 28ft. (one story) within 200 ft. of western boundary1;

4. Maximum number of units: 156

5. Off-Street Parking: There will be one (1) covered parking space for each unit. There will be seventy (70) additional surface parking spaces provided. Enforcement of parking and maintenance of the access road shall be the responsibility of the property owners' association.

Proposed Future Development Tract: The Proposed Future Development Tract may be developed as an additional phase of the Adult Residential Housing Area pursuant to the Residential Structures lot development criteria described above or may be developed pursuant to the site development criteria detailed below:

1. Maximum building height 50 ft.; 28ft. (one story) within 200 ft. of western boundary;
2. Maximum FAR 0.50;
3. Minimum lot area: 4,000 square ft.;
4. Minimum lot width: 40 ft.;
5. Minimum lot depth: 100 ft.;
6. Minimum building setbacks:

a. Front Yard: 25 ft.

b. Rear Yard: 25 ft.

c. Side Yard: 15 ft.

1 Intended to cover first two rows of dwelling units from the western boundary.

7. Minimum building separation of 15 ft.;

8. 20% Minimum open space;

9. 70% Maximum impervious surface area.

Site:

1. Landscaping and buffer requirements: All landscaping on the Property, including but not limited to landscaping located within buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. In addition, the following buffer requirements shall apply to the Property:

North and East Buffer:

A 20 ft. buffer will run along the north and east sides of a portion of the Property. The east buffer shall meet the requirements of Buffer Standard "A" of Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations. The north buffer shall meet the planting requirements of Buffer Standard "B" per Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations. The portion of the eastern buffer adjacent to the Stone Street Right-of-Way shall comply with the Emerging Gateway Corridor standards under the City of DeLand Land Development Regulations.

West Buffer:

A 30 ft. buffer will run along the west side of a portion of the Property

and will meet Buffer Standard "C" of Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations. Developer shall remove invasive species within the western buffer at the time of fence installation on the western property line.

South Buffer:

South side buffer to be installed per the applicable Land Development Regulations upon development of southern parcel, depicted as Proposed Future Development Tract on Exhibit "B" (see Buffer Standard listed in 33.92.02(b)(3) of the City of DeLand Land Development Regulations). No buffer shall be required adjacent to the north line of the Proposed Future Development Tract until the use of that property is determined. If the Proposed Future Development Tract is developed as an additional phase of the Adult Residential Housing use, no buffer shall be required to allow the phases of development to be integrated. Buffering along the south side of the north line of the Proposed Future Development Tract shall otherwise comply with the Buffer Standards listed in 33.92.02(b)(3) of the City of DeLand Land Development Regulations based on the uses developed on that tract in the future.

Portions of the northern, southern, eastern, and western Property line shall include a 6-foot-high fence or similar barrier as approved during subdivision review on the Property boundary line, as shown on the Concept Plan. To the extent practical and subject to approval of individual fence owners, Developer may connect its fence or similar barrier to tie into any existing

fence line. Developer may also meander the fence or similar barrier location within the landscape buffers in such a manner as to preserve trees and existing vegetation. If right-of-way dedications are required by Volusia County, the landscape buffers will be measured from the new right-of-way line. Existing vegetation within the buffers will be preserved to the extent possible; however, changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material and may use a combination of saved and planted material to meet this standard. All dwelling units located within 200 feet of the western property boundary shall be limited to one story, not exceeding 28 feet in maximum height.

2. Signage: Signage for the Manchester Neighborhood PD shall be provided per the Land Development Regulations. Ground signs identifying the subdivision shall be placed at the entrance at North Stone Street. One (1) ground sign for the Proposed Future Development Tract shall also be permitted on North Stone Street.

3. Impervious surface: Impervious surface for the Manchester Neighborhood PD shall not exceed 70%. Common green space and a pedestrian walking trail, as depicted on the Planned Development Plan, shall be provided throughout the subdivision. The following are permitted, but not required uses for the green space and amenity areas: community

garden, picnic area, community fire pit, pavilion, BBQ area, sports courts: pickleball, shuffleboard and similar activities, cabana area, pool, medical uses at a clubhouse including but not limited to rehabilitation, fitness, health related retail and other similar medical and health care uses.

F. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended unless specifically stated herein. Tree Protection Areas preserving a minimum of 15% of the overall site, excluding any required right-of-way dedication areas, shall be maintained as shown on Exhibit "B". For development of this project, Laurel Oak trees shall not be considered, for the purpose of calculating tree replacement and preservation, as specimen or historic trees. Mitigation for each Laurel Oak tree measuring greater than 20 inches DBH shall require reduced replacement of one 3-inch caliper canopy tree. For the purpose of payment for tree replacement and preservation, Developer shall pay tree replacement costs for each phase of the project at the time of subdivision approval for that phase.

G. Sewage Disposal and Potable Water. Provision for sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance N[redacted] as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6. In the event reclaimed water is not available in the vicinity at the time the Property is developed, in lieu of a dry-line reuse water system, a central master irrigation system shall be installed for the Property. If the City of DeLand is subsequently able to

provide adequate capacity to service the Property with reclaimed water, the central master irrigation system shall then connect into the City of DeLand's reclaimed water system. Residential solid waste generated by each dwelling unit shall be stored in individual totes and will be collected by the City in accordance with its Land Development Regulations. Dumpsters or trash compactors will not be permitted.

H. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the site will be from North Stone Street. A secondary emergency access point will be from the Property to West Plymouth Avenue. The Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies.

J. Internal Roadways. Road rights-of-way will be developed as detailed on the Planned Development Plan attached as Exhibit "B". All internal roads will be private

and may be gated. If access to the internal roadways is gated, appropriate emergency access equipment as required by the Fire Marshall will be included in the specifications provided during preliminary plat review.

K. Building or Property Owners Association. The applicant shall create a homeowners' association to serve residents of the Manchester Neighborhood PD and perform the ongoing duties set forth herein. Amenities and/or portions of the common area, including parking bays and paved surfaces may be owned in part or in whole by a privately owned entity established by the Developer, and/or by the property owners' association. The property owners' association shall retain the management obligations of the amenities operated under the scope of Chapter 720, Florida Statutes. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the MANCHESTER NEIGHBORHOOD PD, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

L. Reverter Provision: The City Commission may rezone any portion of the

project which has not secured a final development order on or before 10 years from the effective date of this ordinance as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph.

M. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The MANCHESTER NEIGHBORHOOD PD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article XII of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

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

DONE and ORDERED by the City Commission, City of DeLand, Florida, this 15th day of March, 2021 (mo/yr).

ATTEST:

Michael Pleus
City Manager

City Commission of DeLand Florida

Robert Apgar
Mayor

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of March (mo/yr), by Michael Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

JULIA M. HEWITT
MY COMMISSION EXPIRES DECEMBER 29, 2023
#GG 908791
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Commission No.:
My Commission Expires:

WITNESSES:

MANCHESTER COMMUNITIES, LLC

Howard Lefkowitz, Manager

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 15th day of April 2021 (mo/yr), by Howard Lefkowitz, Manager of Manchester Communities, LLC, who is personally known to me or who has produced _____ as identification.

LAURA HIGHSMITH-SIMONETTE
MY COMMISSION # GG 178479
EXPIRES: May 24, 2022
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Laura Highsmith Simonette

Commission No.: GG 178479

My Commission Expires: May 24, 2022

WITNESSES:

Sheila A. Scarlett

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 15TH day of April / 2021 (mo/yr), by Sheila A. Scarlett, who is personally known to me or who has produced _____ as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Regina R. Epple

Commission No.: HH 041047

My Commission Expires: Jan. 10, 2025

WITNESSES:

Deborah F. Deem

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23RD day of APRIL 2021 (mo/yr), by Deborah F. Deem, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: REGINA R. EPPLE

Commission No.: HH 041047

My Commission Expires: JAN. 10, 2025

WITNESSES:

Marcia F. Wenk
Marcia F. Wenk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd day of APRIL 2021 (mo/yr), by Marcia F. Wenk, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
REGINA R. EPPLE
Commission No.: HH 041047
My Commission Expires: JAN. 10, 2025

WITNESSES:

Karen F. Barker

Karen F. Barker

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23RD day of APRIL 2021 (mo/yr), by Karen F. Barker, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

REGINA R. EPPLE
Commission # HH 041047
Expires January 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: REGINA R. EPPLE

Commission No.: HH 041047

My Commission Expires: JAN. 10, 2025

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION: PHASE I (CREATED BY SURVEYOR)

LOTS 19 AND 20, LESS AND EXCEPT THE EAST 545.00 FEET, ASSESSORS SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST

AND

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
ALL IN VOLUSIA COUNTY, FLORIDA AND BEING MO PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS, AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET; THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN N01°32'05"W ALONG SAID LINE A DISTANCE OF 1150.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE RUN N88°34'18"E, ALONG THE NORTH LINE OF LOTS 19 AND 18, A DISTANCE OF 782.04 FEET TO THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 0055; THENCE RUN S01°29'42"E ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 336.93 FEET; THENCE RUN S89°24'00"W, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2179, PAGE 0055, A DISTANCE OF 118.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE RUN S01°32'55"E, ALONG THE EAST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4539, PAGE 1570, AND THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 5, A DISTANCE OF 685.63 FEET; THENCE RUN N89°27'58"E, ALONG THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, A DISTANCE OF 633.014 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.45 ACRES

AND

DESCRIPTION: PHASE II (CREATED BY SURVEYOR)

A PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

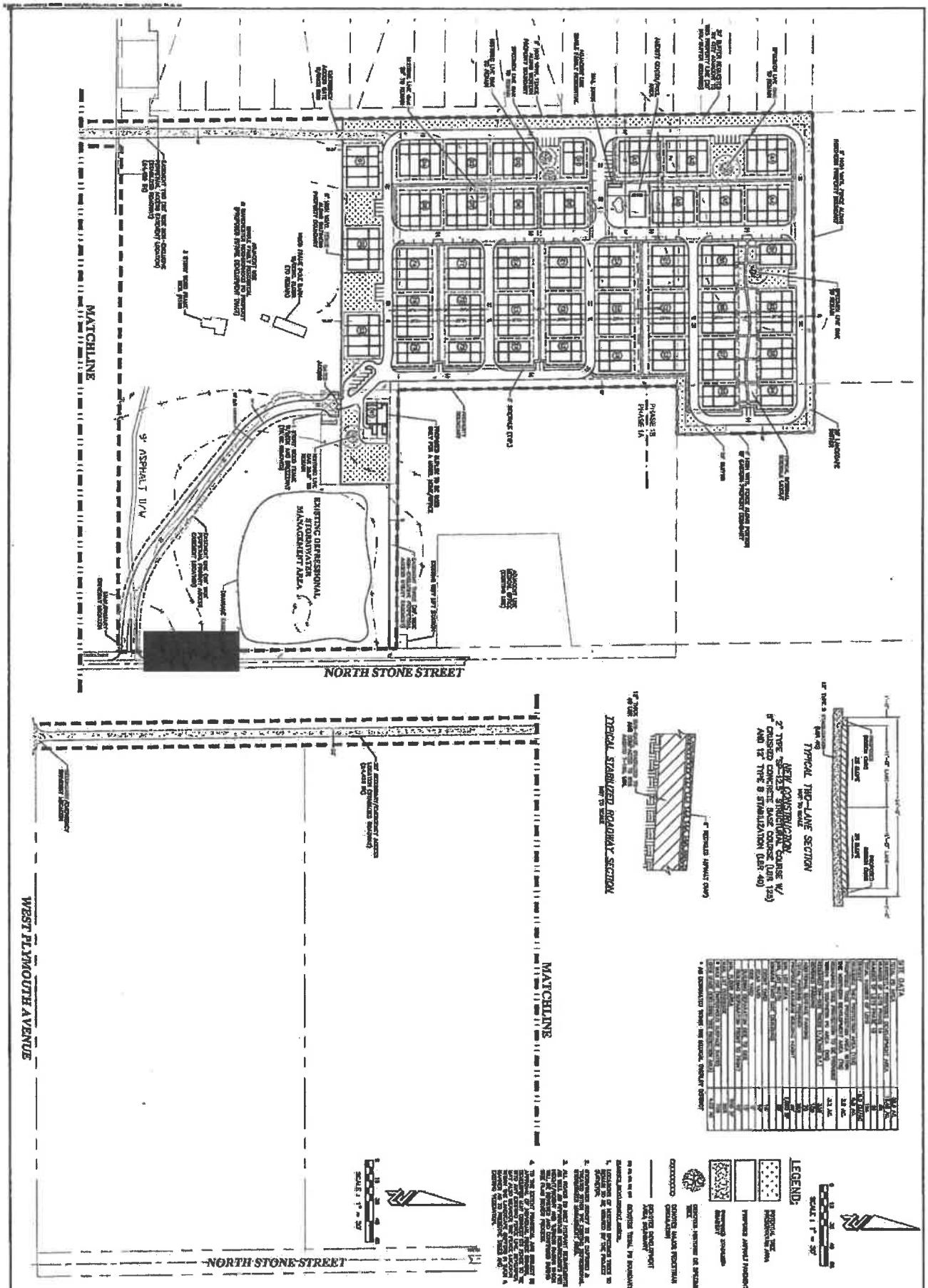
COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS RECORDED IN SAID

OFFICIAL RECORDS BOOK 2205, PAGE 0034; THENCE RUN S01°29'58"W, ALONG THE EAST LINE OF SAID LANDS AND THE WEST RIGHT OF WAY OF NORTH STONE STREET, (A 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN S89°27'58"W, ALONG A LINE BEING 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THOSE LANDS RECORDED IN SAID OFFICIAL RECORDS BOOK 2205, PAGE 0034, A DISTANCE OF 402.64 FEET; THENCE RUN S01°31'58"E, A DISTANCE OF 120.64 FEET; THENCE RUN S89°27'58"W, A DISTANCE OF 894.46 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE RUN S01°31'18"E, ALONG SAID LINE A DISTANCE OF 543.44 FEET; THENCE CONTINUE S01°30'56"E, ALONG SAID LINE OA DISTANCE OF 1298.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PLYMOUTH AVENUE; THENCE RUN N89°11'32"E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST PLYMOUTH A DISTANCE OF 60.00 FEET; THENCE RUN N01°30'24"W, A DISTANCE OF 1298.94 FEET; THENCE RUN N89°28'45"E, A DISTANCE OF 1236.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET; THENCE RUN N01°29'58"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH STONE STREET, A DISTANCE OF 662.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.05 ACRES.

EXHIBIT B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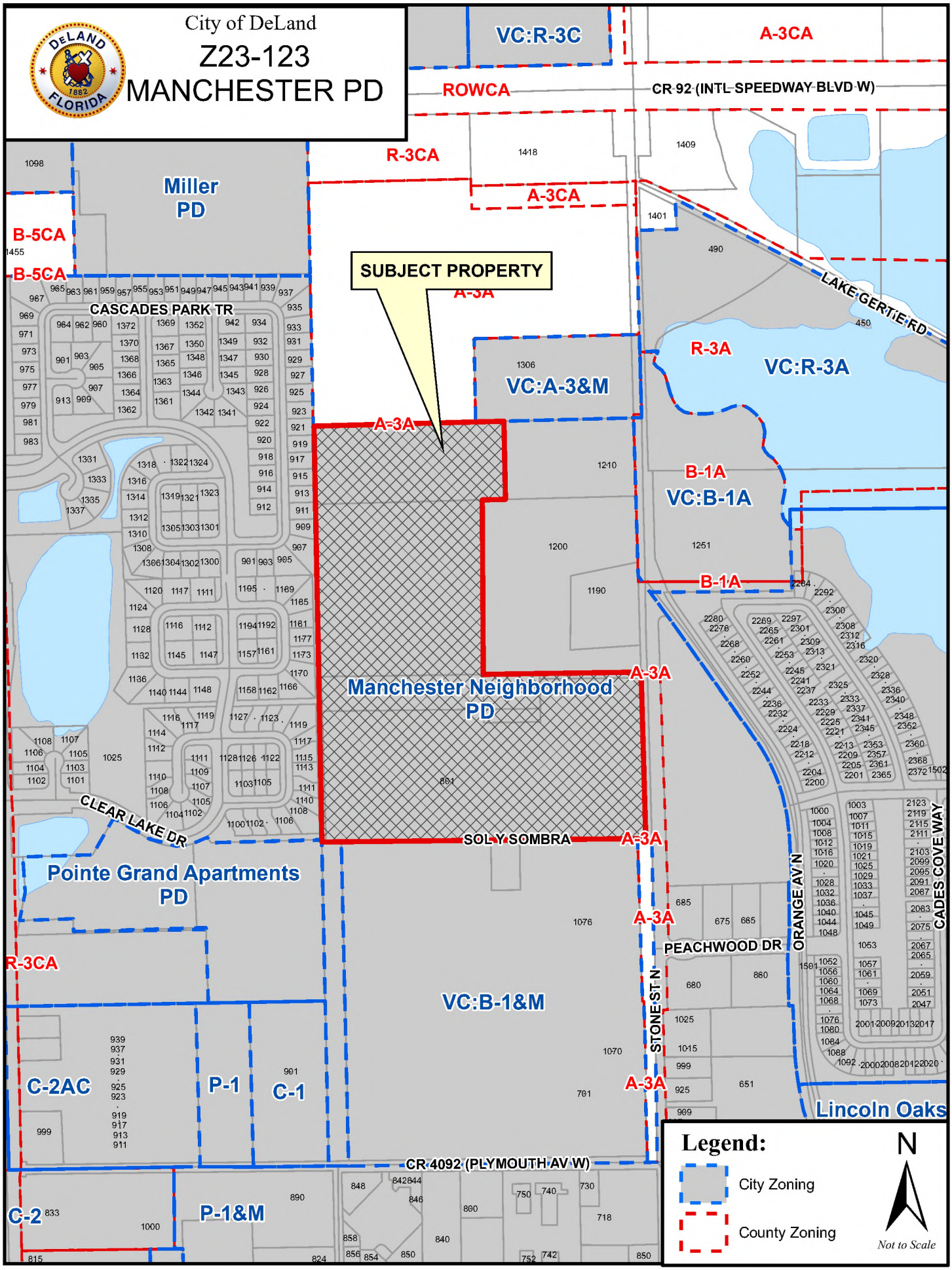
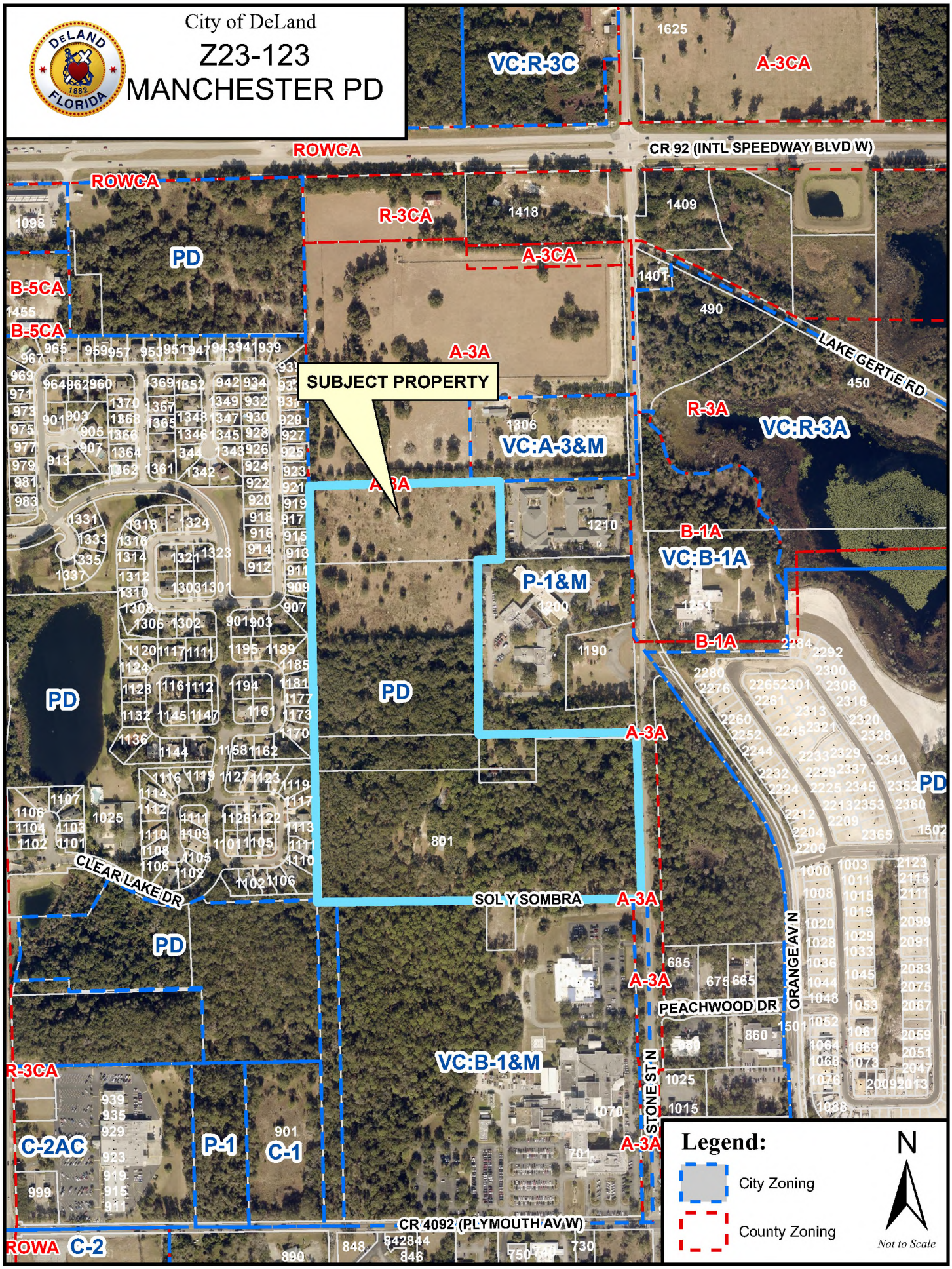
9' ASPHALT W/W
EXISTING DEPRESSIONAL STORMWATER MANAGEMENT AREA
NORTH STONE STREET
WEST PLYMOUTH AVENUE
MATCHLINE
NORTH STONE STREET
TYPICAL STABILIZED ROADWAY SECTION
NEW CONSTRUCTION
TYPICAL TWO-LANE SECTION
LEGEND:
MANCHESTER
NEIGHBORHOOD PD
PLANNED DEVELOPMENT PLAN
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN
& ASSOCIATES, INC.


City of DeLand
Z23-123
MANCHESTER PD
VC:R-3C
A-3CA
ROWCA
CR 92 (INTL SPEEDWAY BLVD W)
R-3CA
A-3CA
Miller PD
B-5CA
B-5CA
SUBJECT PROPERTY
A-3A
CASCADES PARK TR
LAKE GERTIE RD
R-3A
VC:R-3A
VC:A-3&M
A-3A
B-1A
VC:B-1A
B-1A
A-3A
Manchester Neighborhood PD
SOL Y SOMBRA
A-3A
CLEAR LAKE DR
Pointe Grand Apartments PD
R-3CA
A-3A
ORANGE AV N
CADES COVE WAY
PEACHWOOD DR
VC:B-1&M
STONE ST N
A-3A
Lincoln Oaks
C-2AC
P-1
C-1
CR 4092 (PLYMOUTH AV W)
C-2
P-1&M
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z23-123
MANCHESTER PD
SUBJECT PROPERTY
VC:R-3C
A-3CA
ROWCA
CR 92 (INTL SPEEDWAY BLVD W)
R-3CA
A-3CA
B-5CA
PD
A-3A
VC:A-3&M
LAKE GERTIE RD
R-3A
VC:R-3A
B-1A
VC:B-1A
P-1&M
CLEAR LAKE DR
SOL Y SOMBRA
ORANGE AV N
PEACHWOOD DR
STONE ST N
VC:B-1&M
C-2AC
P-1
C-1
R-3CA
CR 4092 (PLYMOUTH AV W)
ROWA
C-2
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Second Reading of Ordinance No. 2023-24, Amending the Zoning of Approximately 14.57 Acres of Property, Located at the Intersection of Clear Lake Road and North Spring Garden Avenue, the Pointe Grand Apartments Planned Development. First Reading 10-16-2023.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2023-24, Z23-167 Exhibit A-Legal Description, Z23-167 Exhibit B- 1st PD Amendment Pointe Grand , Z23-167 Zoning Map, Z23-167 Aerial Map , Z23-167 Staff Report - Pointe Grand Apartments PD Amendment, Z23-167 Attachment A-Pointe Grand Apartments, Z23-167 Parking Reduction Request, Z23-167 Pointe Grand Apartments PD Agreement - Recorded

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The subject property, located at the intersection of Clear Lake Rd. and N. Spring Garden Ave, received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022. The Pointe Grand Apartments PD consists of 204 apartment dwelling units, each unit containing 2 or more bedrooms. Per Sec. 33-91.03 of the Land Development Regulations, each unit is required to provide 2 parking spaces per unit for resident parking, plus an additional .5 parking spaces per unit for visitor parking.

The proposed PD amendment would reduce the required visitor parking spaces from 0.5 to 0.4 per unit, resulting in a net loss of 20 parking spaces (510 to 490 spaces).

The amended PD has also added language in the agreement that allows for parking spaces to be substituted with an equal number of bicycle parking, of up to 1% of the total parking spaces, or a reduction of up to 5 vehicle parking spaces. The purpose of the reduction in parking is to make space to accommodate 27 covered parking spaces.

A fully engineered site plan must be approved prior to construction. The applicant has submitted a site plan application (SP23-068) and it was reviewed concurrently with the proposed PD amendment.

At the September 13, 2023 meeting, the Planning Board recommended approval of the amendment.

At the October 16, 2023 meeting, the City Commission approved the amendment on first reading. The motion included a change in the agreement that only 1% of the parking could be substituted for bicycle parking. The applicant also agreed to look into the installation of EV charging stations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Amending the PD will positively impact the project by adding value to the overall development, as covered parking provides added shelter to fit the individual needs of its residents.

RECOMMENDATION:

It is recommended that the City Commission approve the PD amendment of the Pointe Grand Apartments PD, on second reading.

BACKGROUND/DISCUSSION:

The proposed amendment is the first amendment to the Pointe Grand Apartments PD. Any change made to the PD development agreement or to the Concept Plan, requires an amendment to the PD which requires City Commission approval. The proposed PD amendment would reduce the required visitor parking spaces from 0.5 to 0.4 per unit, resulting in a net loss of 20 parking spaces (510 to 490 spaces). The amended PD has also added language in the agreement that allows for parking spaces to be substituted with an equal number of bicycle parking, of up to 1% of the total parking spaces, or a reduction of up to 5 vehicle parking spaces. The purpose of the reduction in parking is to make space to accommodate 27 covered parking spaces.

ORDINANCE NO. 2023 - 24

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE POINTE GRAND APARTMENTS PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Nick Everly, on behalf of the owners, has filed for an amendment to the Pointe Grand Apartments Planned Development (PD) of approximately 14.57 +/- acres of land located at the intersection of Clear Lake Road and North Spring Garden Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the subject property received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022, City of DeLand's Ordinance No. 2022-34; and

WHEREAS, the applicant is proposing an amendment to the Pointe Grand Apartments PD for the purpose of reducing the number of guest parking spaces to convert into ±27 covered parking stalls; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the High Density Residential future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the amendment to the Pointe Grand Apartments, Planned Development (PD) Agreement of approximately 14.57 +/- acres of land located at the intersection of Clear Lake Road and North Spring Garden Avenue.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Pointe Grand Apartments, PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with

that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for the Pointe Grand Apartments PD, Planned Development District, as well as the documentation submitted along with the current application, all of which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan and Development Agreement for Pointe Grand Apartments PD, Planned Development District, shall be amended as per the attached Exhibit "B" which by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

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

Section 8. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 20th day of November, 2023.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: October 16, 2023
Adopted on second reading: November 20, 2023

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17° 31' 31" and a chord bearing and distance of North 63° 34' 20" East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South 35° 11' 25" East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North 88° 18' 35" East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South 01° 39' 44" East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South 89° 15' 51" West along this South line a distance of 505.56 feet to the Point of Beginning.

FIRST AMENDMENT TO POINTE GRAND APARTMENTS

PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Pointe Grand Apartments Planned Development Agreement (the "First Amendment") is made this _____ day of _____, 2023 between the **CITY OF DELAND,** a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, and **HP-212017 DeLand, LLC,** a Florida limited liability company with a mailing address of 101 South New York Avenue, Suite 211, Winter Park, FL 32789 (hereafter, "HP DeLand").

WHEREAS, the City and HP DeLand previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about February 20, 2023 and recorded in Official Records Book 8372, Page 858 of the Public Records of Volusia County, Florida in connection with the rezoning of ±14.16 acres known as the "Pointe Grand Apartments" PD; and

WHEREAS, HP DeLand desires to modify the parking requirement in order to permit the construction of covered parking areas; and

WHEREAS, the application of HP DeLand to amend the Pointe Grand Apartments PD was duly and properly filed with the City on July 31, 2023 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to the Pointe Grand Apartments PD Agreement were held by the Planning Board on September 13, 2023 and the City Commission on _____ after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

NOW THEREFORE, the City and HP DeLand acknowledge and agree that the Pointe Grand Apartments PD is hereby amended to reflect the following changes, revisions and amendments to the Pointe Grand Apartments PD Agreement and amended Planned Development Plan:

1. Paragraph E. 8. of the Development Agreement for the Pointe Grand Apartments PD is amended as follows (changes shown in strikethrough/underline format):

E. Development Standards for Multifamily.

8. Off-street parking requirements. 510 At least 490 parking spaces shall be provided and shall conform to the parking table as depicted on the PD Concept Plan detail. Parking space numbers may be substituted during site plan review with an equal number of bike parking spaces of up to 1% of the total parking spaces, or a reduction of up to five (5) vehicle parking spaces.

3. Exhibit B is amended to incorporate Attachment A herein as the amended Planned Development Plan for the Pointe Grand Apartments PD.

IN WITNESS WHEREOF, the City and HP DeLand have caused this First Amendment to the Pointe Grand Apartments Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

Michael Pleus
City Manager

City Commission of DeLand Florida

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization this _____ day of _____ (mo/yr), by Michael Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____

Commission No.: _____

My Commission Expires: _____

WITNESSES

HP-212017 DeLand, LLC, a Florida limited liability company

_____
Print Name

By: _____
Steven Campisi
Authorized Representative

_____
Sign Name

_____
Print Name

Date: _____

_____
Sign Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization this_____day of _____ , 2023, by Steven Campisi, as Authorized Representative for and on behalf of **HP-212017 DeLand, LLC.** He/She is personally known to me or has produced _____ as identification.

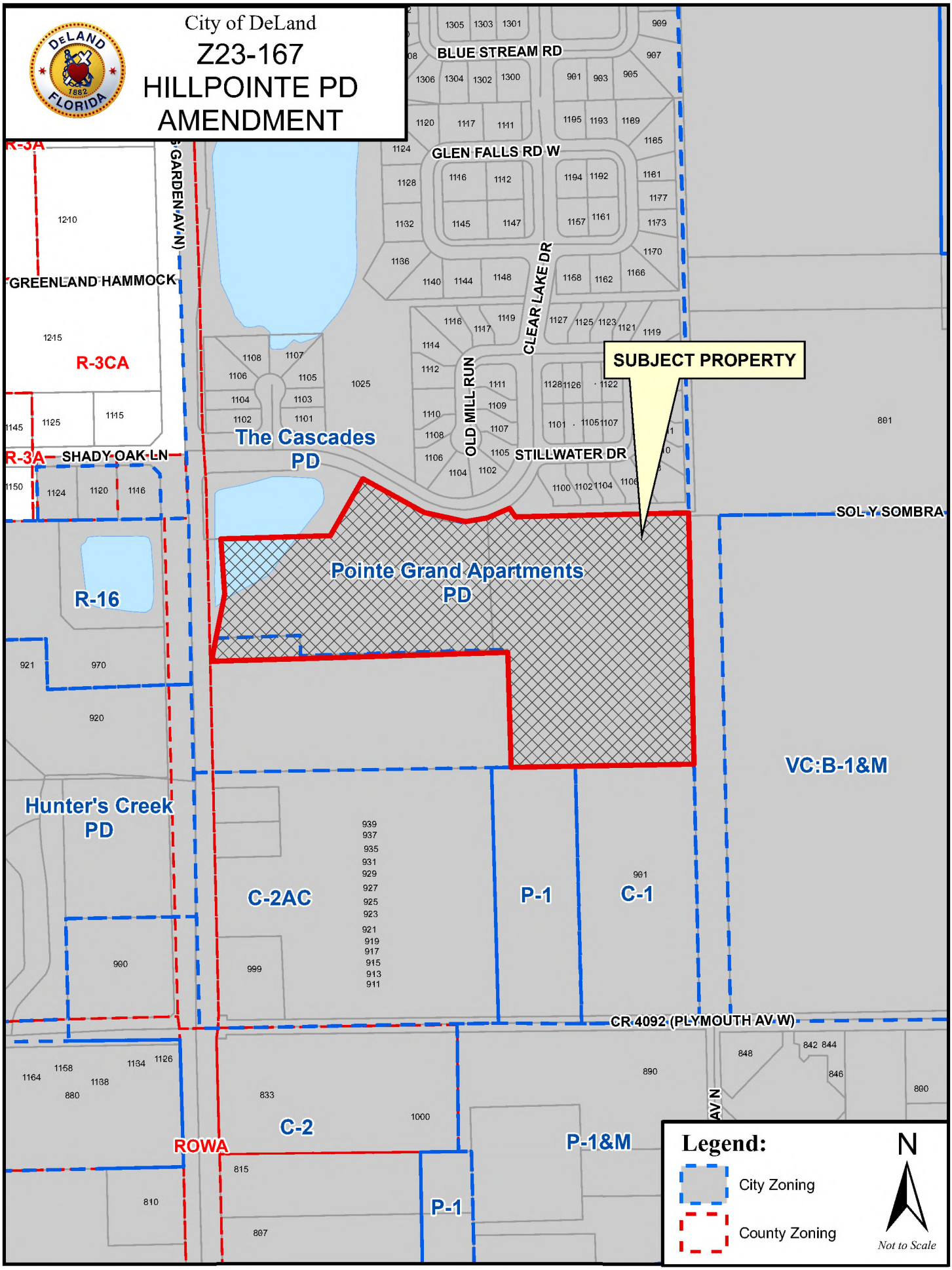
_____
Notary Public

Seal

Type or Print Name: _____
Commission No. _____
My Commission Expires: _____

Attachment A

Amended Planned Development Plan


City of DeLand
Z23-167
HILLPOINTE PD
AMENDMENT
SUBJECT PROPERTY
Pointe Grand Apartments
PD
The Cascades
PD
Hunter's Creek
PD
R-16
R-3CA
R-3A
C-2AC
C-2
P-1
C-1
P-1&M
VC:B-1&M
ROWA
BLUE STREAM RD
GLEN FALLS RD W
CLEAR LAKE DR
OLD MILL RUN
STILLWATER DR
SHADY OAK LN
GREENLAND HAMMOCK
GARDEN AV N
SOL Y SOMBRA
CR 4092 (PLYMOUTH AV W)
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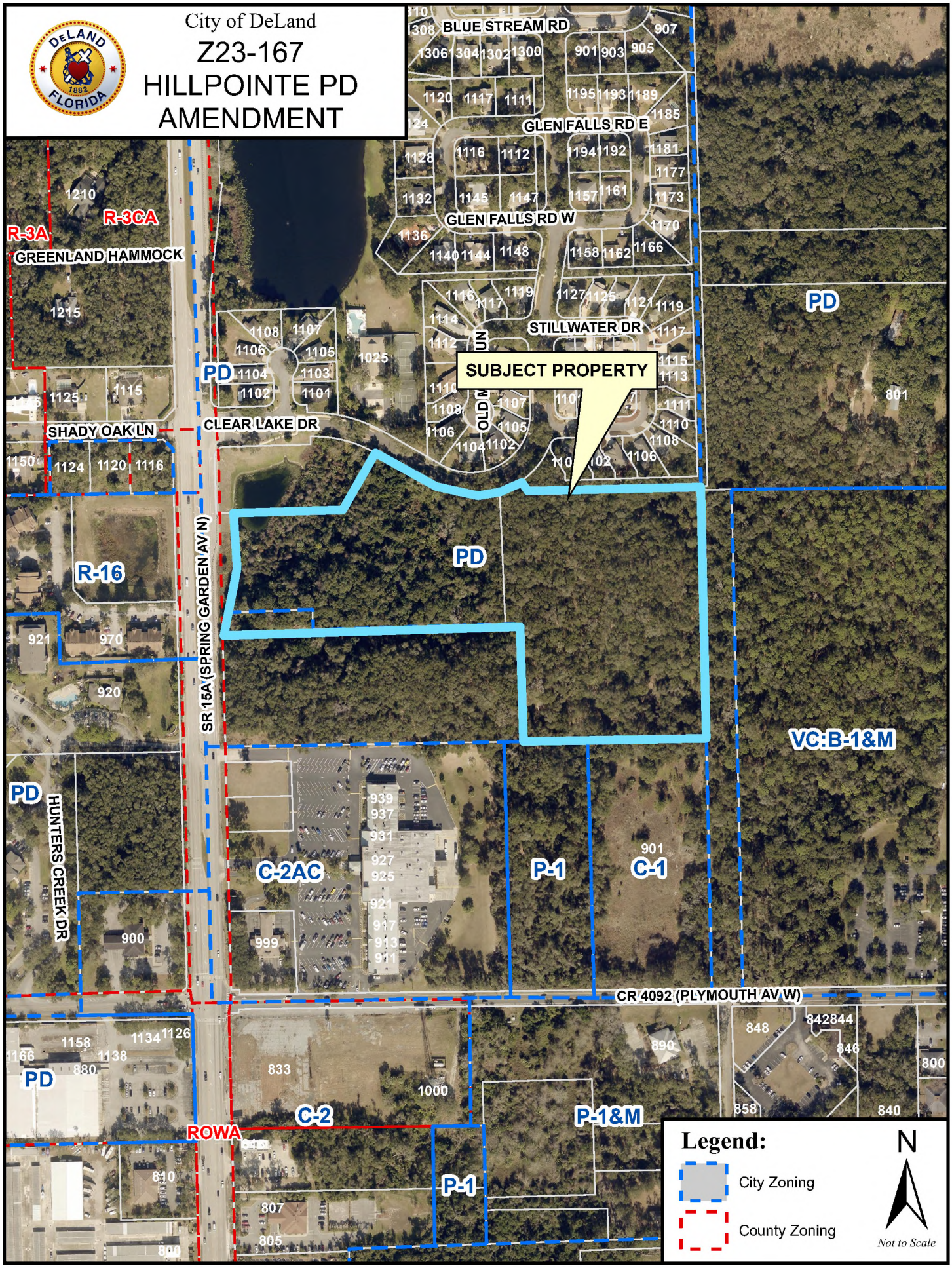

City of DeLand
Z23-167
HILLPOINTE PD
AMENDMENT
SUBJECT PROPERTY
BLUE STREAM RD
GLEN FALLS RD E
GLEN FALLS RD W
STILLWATER DR
OLD N
CLEAR LAKE DR
SHADY OAK LN
GREENLAND HAMMOCK
SR 15A (SPRING GARDEN AV N)
HUNTERS CREEK DR
CR 4092 (PLYMOUTH AV W)
ROWA
R-3A
R-3CA
R-16
PD
C-2AC
C-2
P-1
C-1
P-1&M
VC:B-1&M
Legend:
City Zoning
County Zoning
N
Not to Scale

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

September 13, 2023

APPLICATION NO.: Z23-167

STAFF PLANNER: Kendall Story

APPLICANT: Nick Everly, Evans Engineering

REQUEST: Request for an amendment to the Pointe Grand Apartments PD Agreement to reduce the required number of parking spaces, specific to the overflow or guest parking, from .5 spaces per unit, to .4 spaces per unit.

APPLICABLE REGULATIONS:

Article IV OVERLAY AND FLOATING ZONES
Sec. 33-32 – Planned Development District.

Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

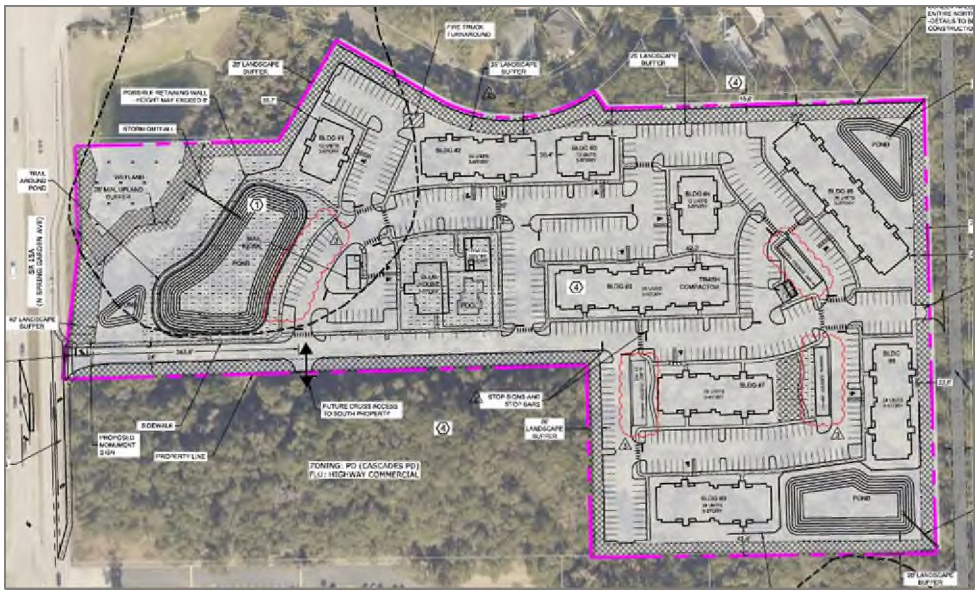
A. SITE FACTORS:

Location: Southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave.
Parcel Size: ± 14.57 acres
Land Use: High Density Residential
Existing Zoning: Pointe Grand Apartments PD
Existing Use: Residential/undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	Cascades PD
South:	Highway Commercial; Mixed Office - Residential	Cascades PD
East:	Low Density Residential/Community Health Overlay	Manchester PD
West:	ROW (Spring Garden Ave.)/ High Density Residential	R-16; R-1A

B. ANALYSIS:

The subject property consists of ± 14.57 acres of vacant, wooded land, located southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave. The subject property received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022.



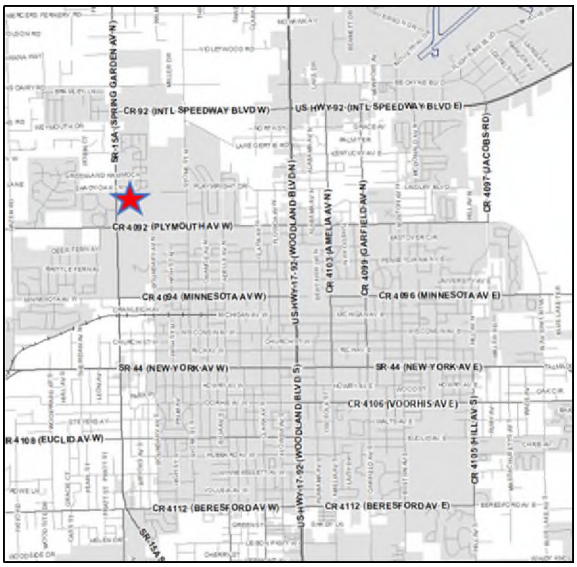
The Pointe Grand Apartments consists of 204 apartment dwelling units, containing 2 or more bedrooms per unit. Per Sec. 33-91.03 of the Land Development Regulations, multi-family residential units, such as the Pointe Grand Apartments, with 2, 3 or more bedrooms, are required to provide 2 parking spaces per unit for resident parking, plus an additional .5 parking spaces per unit for visitor parking.

The proposed PD amendment would reduce the number of total parking spaces from 510 to 490 spaces. The amended PD has also added language in the agreement that allows for parking spaces to be substituted with an equal number of bicycle parking, of up to 2.5% of the total parking spaces, or a reduction of up to 12 vehicle parking spaces. The purpose of the parking reduction is to make space to accommodate 27 covered parking spaces.

A fully engineered site plan must be approved prior to construction. The applicant has already submitted a site plan application (SP23-068) and it was reviewed concurrently with the proposed PD amendment.

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

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



The proposed zoning classification of Planned Development is consistent with the Comprehensive Land Use Plan designated as High Density Residential and is near other residential uses that vary in density.

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

The site is heavily wooded with some areas of wetlands indicated on the map. However, the developer has confirmed that there are no historic trees found on site, and they will need to obtain a permit from SJRWMD for any wetland mitigation. An environmental study was reviewed as part of the site plan submittal.

3. **Will the proposed rezoning have an impact upon the economy of the affected area?**

The property is currently vacant and contributes only marginally to the tax base. The rezoning action will permit the eventual development of the site which will have a positive impact upon the economy, once the apartments are in operation.

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

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action itself.

5. **Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?**

The subject property received zoning approval to change from the Cascades PD, to the Pointe Grand Apartments PD, on December 19, 2022. As part of the rezoning, the required number of parking spaces is stated in the PD and depicted on the conceptual plan. No changes in circumstances or conditions have affected the area that would specifically support the parking reduction.

However, since the zoning change in 2022, the applicant has researched the standard parking requirements of neighboring communities and created a comparison list for staff to review to support the requested amendment. The list provides a comparison of 4 local communities, none of which require more than 2.2 parking spaces per unit.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

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

The proposed rezoning will not have a negative effect on the value of the area, as the proposed development is compatible with adjacent uses and provides more choices for housing in the area. Upgraded, covered parking would have a positive affect on the development, as Florida is known to have hot, rainy summers, and covered parking would be a benefit to the residents.

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

Impacts upon public health, safety and welfare will generally be positive impacts, as the covered parking will provide added shelter for residents of the community.

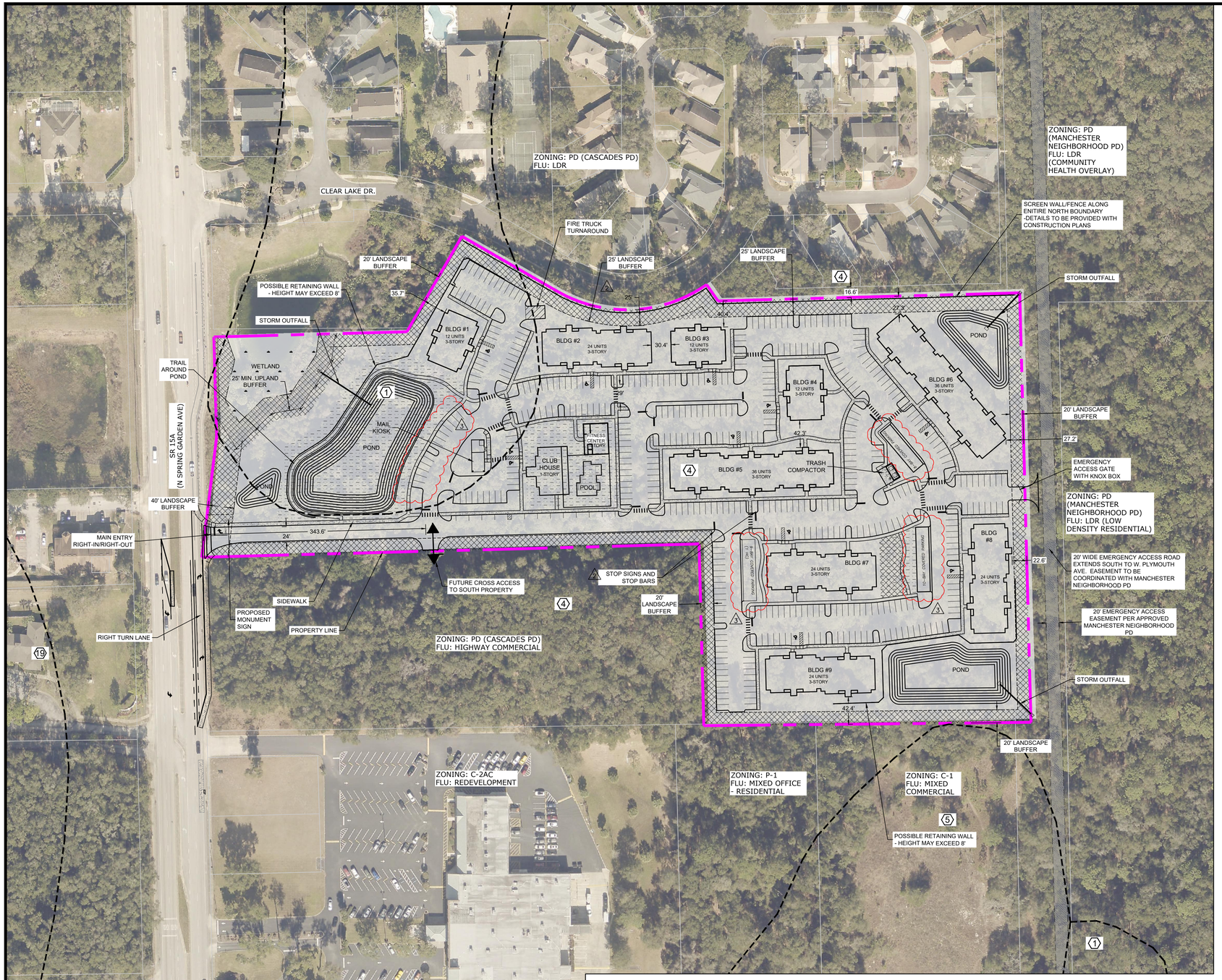
C. CONCLUSION:

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

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the request to amend the Pointe Grand Apartments PD Agreement on to the City Commission, recommending approval of the request.

ATTACHMENT A



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

SITE DATA

1. GROSS SITE AREA = 14.16 AC.
2. WETLAND AREA = +/-0.29 AC.
3. NET DEVELOPABLE AREA = 13.87 AC.
4. EXISTING ZONING = PD (CASCADES PD)
5. EXISTING FUTURE LAND USE = MIXED OFFICE - RESIDENTIAL
6. PROPOSED ZONING = PD, EMERGING GATEWAY CORRIDOR OVERLAY
7. PROPOSED FUTURE LAND USE = HDR
8. EXISTING USE = VACANT
9. PROPOSED USE = MULTI-FAMILY APARTMENTS
10. PROPOSED UNITS = 204 UNITS
11. MAXIMUM ALLOWED DENSITY = 16 DU/AC.
12. PROPOSED GROSS DENSITY = 204 UNITS/14.16 AC = 14.41 DU /AC
13. PROPOSED NET DENSITY = 204 UNITS/13.87 AC = 15.07 DU /AC
14. BUILDING SETBACKS:
    -FRONT = 30'
    -SIDE = 20'
    -REAR =20'
15. LANDSCAPE BUFFERS: (2)
    -NORTH = 25' (TYPE C)
    -SOUTH = 20' (TYPE C)
    -EAST = 20' (TYPE C)
    -WEST = 40' (TYPE D - EMERGING GATEWAY CORRIDOR OVERLAY)
16. MAXIMUM ALLOWED BUILDING HEIGHT = 45 FT
17. MAXIMUM IMPERVIOUS SURFACE COVERAGE = 50%
18. WATER AND SEWER ARE PROVIDED BY CITY OF DELAND.
19. THIS PROPERTY IS DESIGNATED ZONE "X"; AREAS DETERMINED TO BE OUTSIDE OF THE 0.2 % ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM PANELS 12127C0730H (FEBRUARY 19, 2014).
20. MAXIMUM BUILDING LENGTH = 260'
21. REQUIRED TREE PROTECTION (15% OF NET) =
    0.15 X 13.87 AC. = 2.08 AC.
22. PROVIDED TREE PROTECTION = 2.08 AC. (15%)
23. TREES SHALL BE PROTECTED TO THE GREATEST EXTENT POSSIBLE BASED ON SPECIFIC SITE CONDITIONS WITH FINAL TREE PROTECTION AREAS DETERMINED AT FINAL ENGINEERING. WHERE TREE PROTECTION ARE LESS THAN 30'WIDE, NEW PLANTING SHALL BE PROVIDED MEETING CITY REQUIREMENTS.
24. PROJECT TO BE DEVELOPED IN ONE PHASE.
25. PROPOSED STREETS WILL BE PRIVATE
26. NO BURNING IS PERMITTED DURING LAND CLEARING.
27. LOW IMPACT DEVELOPMENT (LID) IS RECOMMENDED FOR THE PD STORMWATER MANAGEMENT MASTER PLAN. LID SUCH AS BIORETENTION SWALES, RAIN GARDENS, STORMWATER RE-USE AND HARVESTING, AND BMP TREATMENT TRAIN TO MINIMIZE RUNOFF POLLUTANT AND INCREASE STORMWATER RECHARGE AND NATURAL INFILTRATION PROCESSES.

ITE TRIP GENERATION

CODE & DESCRIPTION		RATE	UNITS	TRIPS
220 - MULTIFAMILY	AM PEAK HOUR	0.46	204	93.8
	PM PEAK HOUR	0.56	204	114.2
	AVG. DAILY	7.32	204	1,493.3

REQUIRED PARKING

	UNITS	REQUIRED SPACES
STUDIO = 1.0 SP/UNIT	0	0
1 BEDROOM UNITS = 1.5 SP/UNIT	0	0
2+ BEDROOM UNITS = 2.0 SP/UNIT	204	408
VISITOR PARKING = 0.4 SP/UNIT	204	82
TOTAL REQUIRED:		490 SPACES

PROVIDED PARKING (1)

	PROVIDED SPACES
STANDARD (9'X19')	452
GARAGE (10' X 20')	26
GARAGE HC (15'X20')	1
HANDICAP (12'X20')	11
(3) TOTAL PROVIDED:	490 SPACES

SOIL SURVEY LINE

(1) SOIL TYPE IDENTIFICATION

TREE PROTECTION AREA

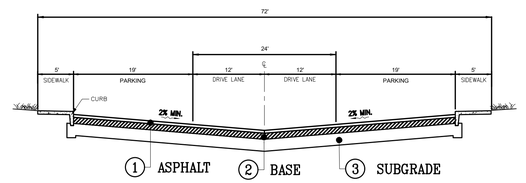
PRIVATE RECREATIONAL OPEN SPACE AREA = 1.74 AC. (12.5%) (3)

Volusia County, Florida (FL127)

Map unit symbol	Map unit name	Rating
1	Apopka fine sand, 0 to 5 percent slopes	A
4	Astatula fine sand, 0 to 8 percent slopes	A
5	Astatula fine sand, 8 to 17 percent slopes	A
19	Deland fine sand, 0 to 5 percent slopes	A

SITE AREA TABLE

DESCRIPTION	AREA (AC.)	AREA (SF.)
BUILDING FOOTPRINT	= 2.01 AC (14.2%)	= 87,556 SF (14.2%)
ROAD/PAVEMENT (ON-SITE)	= 4.67 AC (33.0%)	= 203,425 SF (33.0%)
WETLAND (ON-SITE)	= 0.29 AC (2.0%)	= 12,632 SF (2.0%)
PERVIOUS/COMMON OPEN SPACE	= 7.19 AC (50.8%)	= 313,196 SF (50.8%)
TOTAL IMPERVIOUS AREA	= 6.68 AC (47.2%)	= 278,784 SF (47.2%)
TOTAL AREA	= 14.16 AC (100%)	= 616,810 SF (100%)



EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

Digitally signed by David Evans
DN: C=US, E=David.Evans@evansengineering.com, O=Evans Engineering, CN=David Evans
Date: 2023.07.31 14:10:04-04'00'

DAVID L. EVANS LICENSE No. 46586 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by David L. Evans, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:_____

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

POINTE GRAND APARTMENTS

HILLPOINTE, LLC

DELAND, FLORIDA

CONCEPT PLAN

REVISIONS

NO.	DATE	DETAIL	BY
1	06/01/22	REVISED PER TRC COMMENTS	
2	08/01/22	REVISED PER COMMENTS	
3	08/01/23	REVISED PER FINAL ENGINEERING	

DRAWN BY:	DATE:
-	04/11/22
CHECKED BY:	JOB #:
DE	-

SHEET #: C-1

J:\JOBS\17501 - Pointe Grand Apartments - Deland\CAD\Concept\Base\XBASE - CONCEPT PLAN.dwg (Layout1) Plotted on - Jul 31, 2023 - 10:18pm by Tom Fisher

EVANS ENGINEERING, INC.

719 Irma Avenue
Orlando, FL 32803
(407) 872-1515
(407) 246-0963 FAX
www.evansenginc.com

July 31, 2023

City of DeLand City Commission
120 South Florida Ave.
DeLand, FL 32720

The proposed development consists of 204 Multi-Family Units on approximately 14.2 acres. The request is to reduce the required parking specific to the overflow or guest requirement. This request reduces the code requirement for guest parking from .5 spaces per unit to .4 spaces per unit which is approximately 20 spaces. The average parking ratio after the reduction in guest parking will be 2.41 spaces per unit.

This type of multi-family development is occurring in many areas surrounding the City of DeLand. As a comparison, a list of the neighboring communities and the required parking for 3-bedroom multi-family units are shown below.

DeBary = 2SP / Unit + 1 SP/5 Units = 2.2 SP / Unit

Deltona = 2 SP / Unit + 1 SP/10 Units = 2.1 SP / Unit

Daytona Beach = 2 SP / Unit

Volusia County = 2 SP / Unit

Based on the development types in the surrounding communities and requirements for parking, this request still provides additional parking for residents and guests. Thank you for your consideration.

Sincerely,
EVANS ENGINEERING, INC.

David L. Evans P. E.

2/23/2023 12:58:12 PM
Instrument# 2023037771 22 pages
Book: 8372 Page: 858
Electronically Recorded By
Volusia County Clerk of the Court

ORDINANCE NO. 2022 - 34

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING DESIGNATION FROM CASCADES PD, PLANNED DEVELOPMENT TO POINTE GRAND APARTMENTS PD, PLANNED DEVELOPMENT; ON PROPERTY LOCATED SOUTHEAST OF THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Nick Everly, on behalf of the owner, United Shares Real Estate, LLC, (hereinafter referred to as "Applicant"), the owner of approximately 14.57 +/- acres of land located southeast of the intersection of Clear Lake Road and Spring Garden Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to amend the current PD so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the High Density Residential land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development, on property located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Pointe Grand Apartments, PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Pointe Grand Apartments, PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 19th day of December, 2022.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie Al Hennessy
City Clerk - Auditor

2.20.2023

Passed on first reading: November 21, 2022
Adopted on second reading: December 19, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17° 31' 31" and a chord bearing and distance of North 63° 34' 20" East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South 35° 11' 25" East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North 88° 18' 35" East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South 01° 39' 44" East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South 89° 15' 51" West along this South line a distance of 505.56 feet to the Point of Beginning.

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE:____, Application of

HP-212017 DELAND, LLC

ORDINANCE # 34

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM CASCADES PD TO POINTE GRAND APARTMENTS PD (PLANNED DEVELOPMENT)

The application of HP-212017 DeLand, LLC , hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on December 19, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on June 15, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of HP-212017 DeLand, LLC was duly and properly filed herein on March 9, 2022 as required by law.

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

C. That the applicant is the authorized agent of a 14.16 acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

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

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

F. That the owner of the property, HP-212017 DeLand, LLC, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from Cascades PD to Pointe Grand Apartments PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 19th DAY OF DECEMBER, 2022, AS FOLLOWS:

A. That the Application of HP-212017 DeLand, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from Cascades PD to Pointe Grand Apartments Planned Development (PD) as described in Article VII of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Planned Development (Pointe Grand Apartments PD).

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

E. Unless otherwise provided for herein the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended, shall apply to the PD in the same manner as the R-16 zoning classification.

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

DEVELOPMENT AGREEMENT

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

1. Planned Development Plan The Planned Development Plan shall consist of the PD Concept Plan prepared by Evans Engineering, Inc. and dated April 11, 2022 and bearing a final revision date of August 01, 2022 and this Development Agreement. The PD Concept Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Director to be minor technical amendments, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

3. Site Plan Approval. Prior to any construction, including clearing and landfill, an application for preliminary and/or a final site plan of the area shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

B. Unified Ownership. The Applicant or its successors shall maintain unified

ownership of the subject parcel.

C. Phases of Development. The project shall be completed in one or more phases. No burning shall be permitted on site. No mass grading shall occur on site; grading may only occur in conjunction with development of individual phases.

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

1. Multiple-family dwellings.
2. Mini and neighborhood parks.
3. Amenities / facilities.
4. Common accessory uses associated with multifamily residences.

E. Development Standards for Multifamily.

1. Minimum floor area:

   Efficiency, no separate bedroom: 425 square feet.

   One bedroom: 575 square feet.

   Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom.

2. Maximum density: 16 du/acre

3. Maximum impervious surface area: 50%

4. Maximum building height: 45 ft. (3 stories)

5. Perimeter buffer area provided:

a.	North boundary:	Min. 25 ft.
b.	East boundary:	Min. 20 ft.
c.	South boundary:	Min. 20 ft.
d.	West boundary:	Min. 20 ft.

6. Minimum building separation: 25 ft.

7. Maximum building length: 260 ft.

8. Off-street parking requirements. 510 parking spaces shall be provided and shall conform to the parking table as depicted on the PD Concept Plan detail.

9. Landscaping. Landscaping shall be provided in accordance with Section 33-92 of the Land Development Regulations. The north buffer shall be 25 feet wide and shall consist of Type C materials. The south and east landscape buffers shall be 20 feet wide and the west landscape buffer shall be 40 feet wide. The south and east landscape buffers shall consist of Type C materials, and the west landscape buffer shall consist of Type D, emerging gateway corridor materials. There shall be a minimum 25 foot upland buffer for any wetlands on the Property. All landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. Wherever possible, landscape buffers shall coincide with tree protection areas and include native, non-invasive understory vegetation in lieu of planting new plant material. Where protection of existing native vegetation is proposed and subsequently retained, a berm will not be required, and buffers may contain fewer plants than required under Section 33-92.02(b). If the

existing vegetation is removed, then a landscape buffer shall be provided for in conformity with the City's current Land Development Regulations. The northern Property line shall include a 6-foot-high fence or similar barrier as approved during site plan review on the Property boundary line, as shown on the PD Concept Plan.

10. Open Space. Common area /open space shall meet the requirements of the Land Development Regulations Ordinance # 2013-11. Usable open space areas shall be provided for the use of residents consistent with Resolution 2019-34. Open space and common areas include trails around the ponds, a club house, and similar types of amenities.

11. Site Amenities. In addition to open usable green space, the common areas shall include a variety of amenities. The community will include a primary amenity site for gathering spaces and socializing. Amenities may include a swimming pool, cabana, and natural (unpaved) trail system for hiking and walking.

F. Environmental Considerations. The requirements of the Land Development Regulations Ordinance # 2013-11, as amended, shall be met.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water, and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6.

H. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance # 2013-11, as amended and shall include Low Impact Development Standards, such as bioswales, to the extent feasible.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ord. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access shall be provided from SR 15A (N. Spring Garden Avenue). Emergency access or a full main access point for the project may be provided from/to the project by South Plymouth Avenue and shall be stabilized, as further illustrated on the PD Concept Plan.

2. Transportation System Improvements. Road improvements will be provided as required by the applicable permitting agencies. Stop signs may be added to strategic locations within the project to promote traffic calming.

J. Building or Management Association. The developer may create a management association to manage the project.

K. Special Conditions. In connection with the location of this project and in order to promote additional benefits to the community, for a period of two years following the issuance of the final certificate of occupancy for the project, twenty percent (20%) of the units within this project shall be specifically reserved and allocated to local medical employees. Within such period of time, local medical employees seeking to reside within this project will be provided with: (1) a fifty percent (50%) discount off of the required initial security deposit, (2) a full waiver of the initial application fee, (3) a full waiver of the required rent for the first month of occupancy, and (4) a cap on rate increases of five percent (5%). The term "local medical employees" shall be defined as individuals employed by a licensed medical facility or by a facility that otherwise employs licensed health care professionals, which is located within one linear mile of the project. Verification of employment shall occur

by the management association at the time of the initial application and at any subsequent lease renewal.

L. Reverter Provision. If a final site plan approval has not been obtained for the property within five (5) years from the effective date, or if all improvements related such plan are not obtained within said five year period, then this Development Agreement shall automatically terminate and be of no further force or effect.

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

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

DONE and ORDERED by the City Commission, City of DeLand, Florida, this 20th day of February (mo/yr).

ATTEST:

Michael P. Pleus
City Manager

City Commission of DeLand Florida

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 20th day of February (mo/yr), by Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

JULIA M. HEWITT
MY COMMISSION EXPIRES DECEMBER 29, 2023
#GG 908791
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Julia M. Hewitt

Commission No.:_____

My Commission Expires:_____

DEVELOPER/OWNER:

WITNESSES:

HP-212017 DeLand, LLC

Ashley Persan

By: _____

Steven Campisi, Authorized Representative

Michelle Jarae

STATE OF Florida

CITY OF Winter Park

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16th day of February 2023 (mo/yr), by STEVEN CAMPISI, the authorized representative of HP-212017 DeLand, LLC and who is ✓ personally known to me or _____ who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

Type or Print Name: Michelle Jarae

Michelle Jarae

Commission No.: HH 322924

My Commission Expires: 10/17/2026

EXHIBIT "A"

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

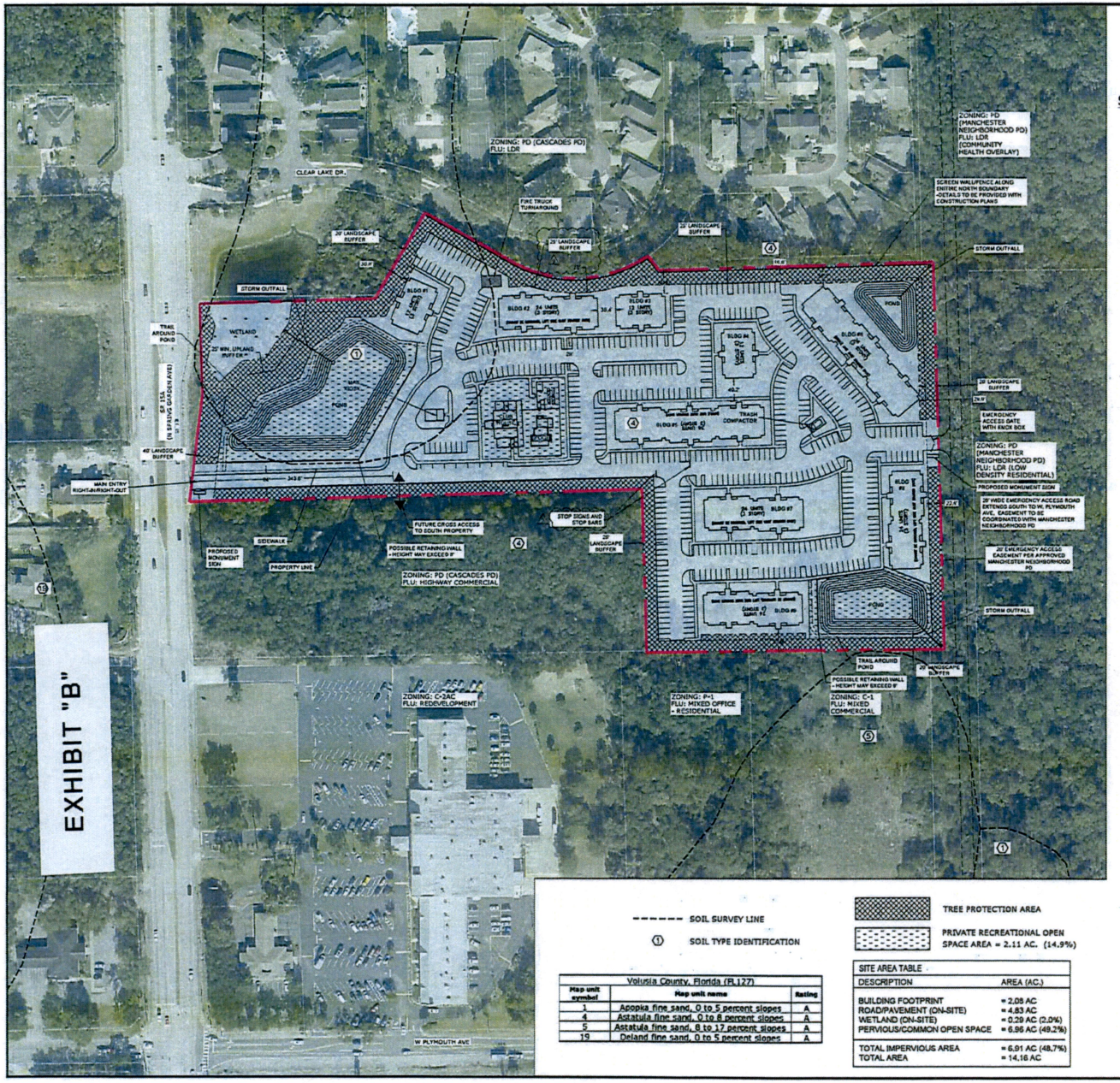
Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17° 31' 31" and a chord bearing and distance of North 63° 34' 20" East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South 35° 11' 25" East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North 88° 18' 35" East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South 01° 39' 44" East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South 89° 15' 51" West along this South line a distance of 505.56 feet to the Point of Beginning.



Volusia County, Florida (FL127)

Map unit symbol	Map unit name	Rating
1	Apopka fine sand, 0 to 5 percent slopes	A
4	Astatula fine sand, 0 to 8 percent slopes	A
5	Astatula fine sand, 8 to 17 percent slopes	A
19	Deland fine sand, 0 to 5 percent slopes	A

SITE AREA TABLE

DESCRIPTION	AREA (AC.)
BUILDING FOOTPRINT	= 2.05 AC
ROAD/PAVEMENT (ON-SITE)	= 4.83 AC
WETLAND (ON-SITE)	= 0.29 AC (2.0%)
PERVIOUS/COMMON OPEN SPACE	= 6.96 AC (49.2%)
TOTAL IMPERVIOUS AREA	= 6.91 AC (48.7%)
TOTAL AREA	= 14.16 AC

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

SITE DATA

1. GROSS SITE AREA = 14.16 AC.
2. WETLAND AREA = +/-0.29 AC.
3. NET DEVELOPABLE AREA = 13.87 AC.
4. EXISTING ZONING = PD (CASCADES PD)
5. EXISTING FUTURE LAND USE = MIXED OFFICE - RESIDENTIAL
6. PROPOSED ZONING = PD, EMERGING GATEWAY CORRIDOR OVERLAY
7. PROPOSED FUTURE LAND USE = HDR
8. EXISTING USE = VACANT
9. PROPOSED USE = MULTI-FAMILY APARTMENTS
10. PROPOSED UNITS = 204 UNITS
11. MAXIMUM ALLOWED DENSITY = 16 DU/AC.
12. PROPOSED GROSS DENSITY = 204 UNITS/14.16 AC = 14.41 DU /AC
13. PROPOSED NET DENSITY = 204 UNITS/13.87 AC = 15.07 DU /AC
14. BUILDING SETBACKS:
    -FRONT = 30'
    -SIDE = 20'
    -REAR =20'
15. LANDSCAPE BUFFERS: ⚠
    -NORTH = 25' (TYPE C)
    -SOUTH = 20' (TYPE C)
    -EAST = 20' (TYPE C)
    -WEST = 40' (TYPE D - EMERGING GATEWAY CORRIDOR OVERLAY)
16. MAXIMUM ALLOWED BUILDING HEIGHT = 45 FT
17. MAXIMUM IMPERVIOUS SURFACE COVERAGE = 50%
18. WATER AND SEWER ARE PROVIDED BY CITY OF DELAND.
19. THIS PROPERTY IS DESIGNATED ZONE "X": AREAS DETERMINED TO BE OUTSIDE OF THE 0.2 % ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM PANELS 12127C0730H (FEBRUARY 19, 2014).
20. MAXIMUM BUILDING LENGTH = 260'
21. REQUIRED TREE PROTECTION (15% OF NET) =
    0.15 X 13.87 AC. = 2.08 AC.
22. PROVIDED TREE PROTECTION = 2.08 AC. (15%)
23. TREES SHALL BE PROTECTED TO THE GREATEST EXTENT POSSIBLE BASED ON SPECIFIC SITE CONDITIONS WITH FINAL TREE PROTECTION AREAS DETERMINED AT FINAL ENGINEERING. WHERE TREE PROTECTION ARE LESS THAN 20'WIDE, NEW PLANTING SHALL BE PROVIDED MEETING CITY REQUIREMENTS.
24. PROJECT TO BE DEVELOPED IN ONE PHASE.
25. PROPOSED STREETS WILL BE PRIVATE
26. NO BURNING IS PERMITTED DURING LAND CLEARING.
27. LOW IMPACT DEVELOPMENT (LID) IS RECOMMENDED FOR THE PD STORMWATER MANAGEMENT MASTER PLAN. LID SUCH AS BIORETENTION SWALES, RAIN GARDENS, STORMWATER RE-USE AND HARVESTING, AND BMP TREATMENT TRAIN TO MINIMIZE RUNOFF POLLUTANT AND INCREASE STORMWATER RECHARGE AND NATURAL INFILTRATION PROCESSES.

ITE TRIP GENERATION

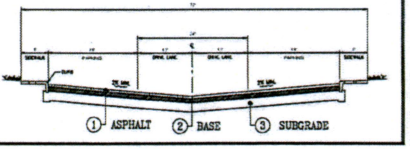
CODE & DESCRIPTION		RATE	UNITS	TRIPS
220 - MULTIFAMILY	AM PEAK HOUR	0.46	204	93.8
	PM PEAK HOUR	0.56	204	114.2
	AVG. DAILY	7.32	204	1,493.3

REQUIRED PARKING

	UNITS	REQUIRED SPACES
STUDIO = 1.0 SP/UNIT	0	0
1 BEDROOM UNITS = 1.5 SP/UNIT	0	0
2+ BEDROOM UNITS = 2.0 SP/UNIT	204	408
VISITOR PARKING = 0.5 SP/UNIT	204	102
TOTAL REQUIRED:		510 SPACES

PROVIDED PARKING

	PROVIDED SPACES
STANDARD (9'X19')	500
HANDICAP (12'X20')	10 ⚠
TOTAL PROVIDED:	510 SPACES



EVANS ENGINEERING, INC.
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansengineering.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

HILLPOINTE, LLC
DELAND, FLORIDA

CONCEPT PLAN

REVISIONS			
DATE	NO.	DETAIL	BY
06/01/22	1 ⚠	REVISED PER TRC COMMENTS	
08/01/22	2 ⚠	REVISED PER COMMENTS	

DRAWN BY: -
DATE: 04/11/22
CHECKED BY: DE
JOB #: -

SHEET #:
C-1

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Second Reading of Ordinance No. 2023-25, Abandoning a 50-Foot Wide by 255-Foot Long Portion of the Pine Avenue Right-of-Way Running along the Western Boundary of 1632 Parade Circle, and along the Eastern Boundary of 1615 and 1607 North Woodland Boulevard. First Reading 10-16-2023.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2023-25 , Exhibit A- Legal, A20-200 1632 Parade Circle - Planning Board - January 2021, A20-200 Zoning Map, A20-200 AERIAL, A20-200 Survey, Boundary Survey - CITY EASEMENT

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The owner of the property located at 1632 Parade Circle has requested to abandon a 50-foot wide by 255-foot long portion of the Pine Ave right-of-way running along the western boundary of 1632 Parade Circle, and along the eastern boundary of 1615 and 1607 N. Woodland Boulevard and reserving a utility easement over the southerly fifteen feet (15') of the abandoned right-of-way. The applicant, Delmont Littlefield, has submitted a site plan application for expansion of his automobile business located at 1632 Parade Circle which includes the land contained within the proposed right-of-way being abandoned. However, by operation of law, when the right-of-way is abandoned it gets split down the middle with title passing to the property owners on either side. As such, the applicant will have to work with his neighbor in order to transfer any title to the abandoned right-of-way, but that is not a process in which the City will be involved. At their January 20, 2021 meeting, the Planning Board recommended approval of the abandonment. No action was taken on this application since that time because a pending annexation was determined to be unnecessary and the property owner was evaluating what other actions needed to be done in order to move forward. On October 16, 2023, the City Commission approved the abandonment on first reading, with a vote of 5-0.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles and Preserving "Sense of Community"

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no direct fiscal impact from the abandonment. Abandonment of the right-of-way will allow the business to expand, thus increasing tax revenue for the city.

RECOMMENDATION:

It is recommended that the City Commission approve the abandonment of a 50-foot wide by 255 linear feet of the Pine Ave right-of-way running along the western boundary of 1632 Parade Circle, and along the eastern

boundary of 1615 and 1607 N. Woodland Boulevard and reserving a utility easement over the southerly fifteen feet (15') of the abandoned right-of-way.

BACKGROUND/DISCUSSION:

Delmont Littlefield, owner of Littlefield Automotive located at 1632 Parade Circle, has plans to expand his business and would like to have the undeveloped portion of the right-of-way added to his property. By operation of law, once a right-of-way is abandoned, the property is divided equally among the adjacent property owners. The other property owner adjacent to the right-of-way has expressed their desire NOT to have the additional property added to their property once this abandonment takes place. The applicant will have to work with the adjacent property to make this happen. The applicant has provided information indicating no objection from any of the utility companies that could potentially utilize the right-of-way for any of their facilities. There is a fire hydrant in the area and, as such, the attached ordinance reserves a utility easement over the southerly fifteen feet of the area being abandoned.

ORDINANCE NO. 2023 - 25

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING A 255-FOOT LONG BY 50-FOOT WIDE PORTION OF THE PINE AVENUE RIGHT-OF-WAY, LOCATED ALONG THE WESTERN BOUNDARY OF 1632 PARADE CIRCLE AND ALONG THE EASTERN BOUNDARY OF 1615 AND 1607 NORTH WOODLAND BOULEVARD AND RESERVING A UTILITY EASEMENT OVER THE SOUTHERLY FIFTEEN FEET OF THE ABANDONED RIGHT-OF-WAY; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Delmont Littlefield, owner of Littlefield Automotive, requested approval of the abandonment of a 255-foot long by 50-foot wide portion of the Pine Avenue right-of-way, located along the western boundary of 1632 Parade Circle and along the eastern boundary of 1615 and 1607 North Woodland Boulevard and more particularly described in the attached Exhibit "A"; and

WHEREAS, the applicant owns the property located on the east side of this right-of-way; and

WHEREAS, the requested abandonment of the right-of-way is consistent with the transportation element of the City's Comprehensive Plan; and

WHEREAS, the requested abandonment of this portion of the right-of-way will not restrict access to any property, will not be harmful to the public interest, and provides a positive benefit to the City; and

WHEREAS, the City is reserving the southerly fifteen feet (15') of the subject Pine Avenue right-of-way for a utility easement.

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

Section 1. The 255-foot long by 50-foot wide portion of the Pine Avenue right-of-way, described in the attached Exhibit A, is hereby abandoned, but the southerly fifteen feet (15') thereof is reserved to the City for a utility easement, and any right, title, or interest of the public in and to the right-of-way on any recorded map or plat, except for the reserved 15' utility easement, is hereby renounced and disclaimed.

Section 2. The effect of this Ordinance is to abandon a 255-foot long by 50-foot wide portion of the Pine Avenue right-of-way described above, and to renounce and disclaim any right, title, or interest of the public in and to the said right-of-way, except for a reserved utility easement over the southerly fifteen feet (15') thereof.

Section 3. The City Clerk-Auditor is hereby directed to have recorded in the public records of Volusia County, Florida, a certified copy of this Ordinance.

Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 20th day of November, 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: October 16, 2023
Adopted on second reading: November 20, 2023

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

LEGAL DESCRIPTION: (WRITTEN)

THAT PORTION OF PINE AVENUE LYING WEST OF LOTS 20 THROUGH 29, BLOCK B, PINEHURST, A SUBDIVISION OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP IN MAP BOOK 6 PAGE 101, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

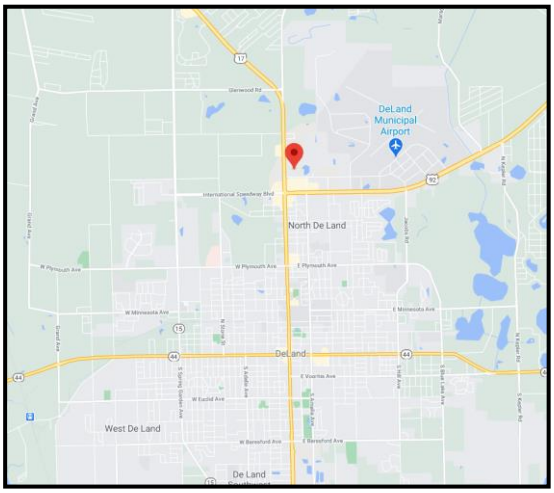
.2927 Acres

PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

January 20, 2021

A. **APPLICATION NO.**: A20-200

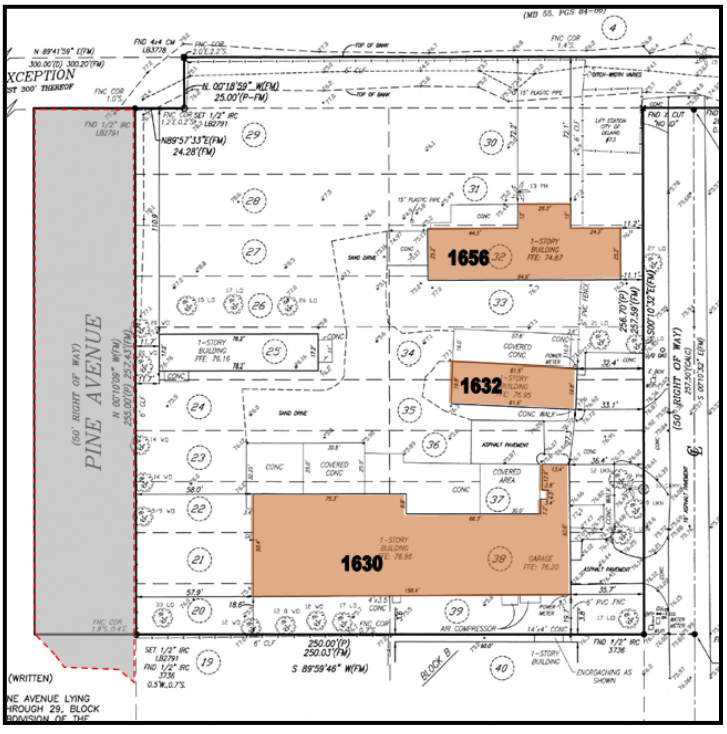
APPLICANT: Delmont Littlefield



B. **REQUEST:** Abandonment of 255 linear feet of the Pine Ave. right-of-way located along the western boundary of 1630, 1632, 1656 and 1660 Parade Circle.

C. **APPLICABLE REGULATIONS**: CHARTER AND RELATED LAWS Art. XII Planning & Zoning, Sec. 93. - Dedication and abandonment of streets. CHAPTER 33 - LAND DEVELOPMENT REGULATIONS, ARTICLE VIII. - Development Design and Improvement Standards, Sec. 33-90. - Transportation systems. 33-90.02. *Rights-of-way.*

D. **ANALYSIS**: This is a request for abandonment of a 255-foot long portion of the Pine Avenue right-of-way.



Applicant owns the property located on the east side of this right-of-way.

The area is comprised of commercial and industrial properties and the right-of-way has never been developed and is vegetated.

None of the surrounding properties are able to utilize any portion of the Pine Ave. r.o.w. for access.

Art. XII Planning & Zoning

Sec. 93. - Dedication and abandonment of streets.

The city commission may by ordinance discontinue, vacate and abandon any plat, public park, public square, street, avenue, highway or any other way which is laid out, fixed or established in any manner by the city or any person; however, this power shall not apply to any designated state road without the concurrence of the state road department.

ARTICLE VIII. - DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS
Sec. 33-90. - Transportation systems.
33-90.02. *Rights-of-way.*

(d) *Vacation of right-of-way.* Applications to vacate a right-of-way shall be approved upon a finding that all of the following requirements are met:

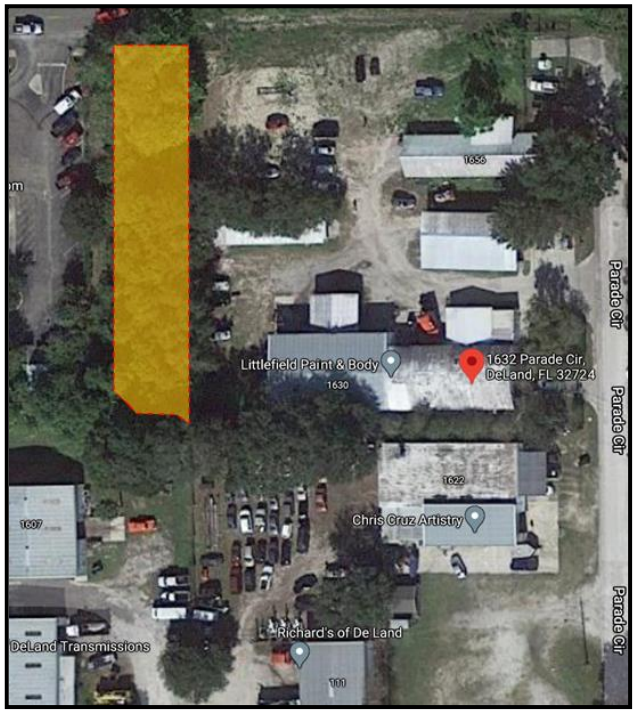
1. The requested vacation is consistent with the transportation element of the city Comprehensive Plan.

   The vacation of this right of way will not adversely impact the goals of the city's transportation element. The element states the following:

   t. 1.1.6 Give priority to improvements which will directly benefit City residents and businesses, or those residents and businesses in the planning area.

2. The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement.

   As shown on this aerial photo, this right-of-way does not provide access to any property.



3. The vacation will not jeopardize the current or future location of any utility.

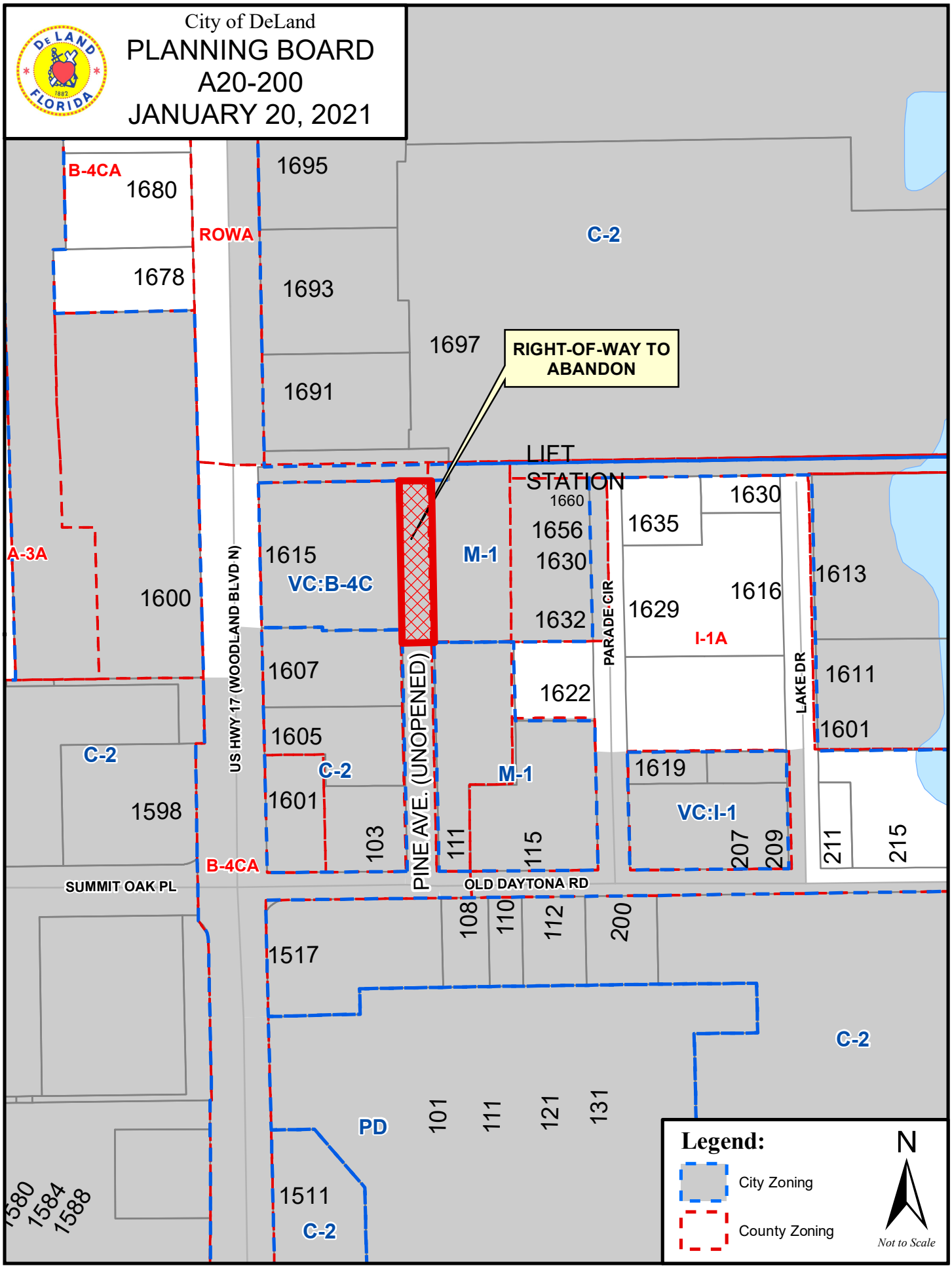
   Both Duke Energy and Charter/Spectrum Communications have provided no objection letters for the abandonment. However, the City of DeLand has utilities located within the right-of-way that will need to be dealt with before the abandonment can be finalized.

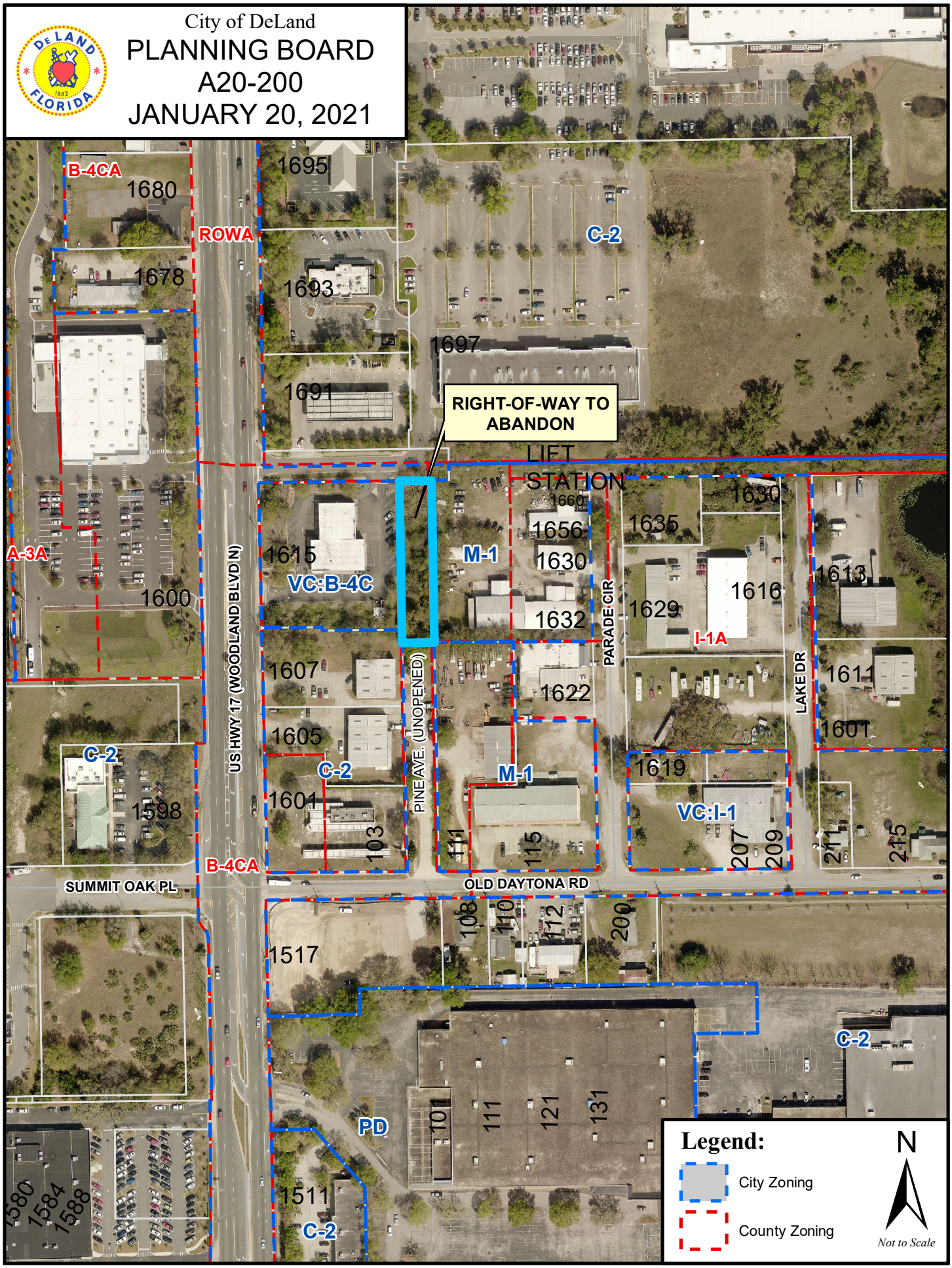
4. The proposed vacation is not detrimental to the public interest, and provides a positive benefit to the city.

   The vacation is not detrimental to the city as it has never been developed.

E. STAFF RECOMMENDATION:

Staff advises that the Planning Board recommend approval to the City Commission of the abandonment of the 255-foot portion right-of-way upon adequately addressing the utility issues of the City of DeLand. Once approval has been granted for the abandonment by the City Commission, the east half of the right-of-way will go to ownership of the applicant and the west half will go to the property owner on the west side of Pine Avenue.


City of DeLand
PLANNING BOARD
A20-200
JANUARY 20, 2021
B-4CA
1680
ROWA
1695
C-2
1678
1693
1697
RIGHT-OF-WAY TO ABANDON
1691
LIFT STATION
1660
1630
1656
1635
A-3A
1615
M-1
1630
1600
VC:B-4C
1629
1616
1613
1632
I-1A
1607
1622
1611
1605
1619
1601
C-2
C-2
M-1
1601
VC:I-1
1598
103
111
115
207
209
211
215
B-4CA
SUMMIT OAK PL
OLD DAYTONA RD
108
110
112
200
1517
C-2
PD
101
111
121
131
1511
C-2
Legend:
City Zoning
County Zoning
N
Not to Scale
US HWY 17 (WOODLAND BLVD N)
PINE AVE. (UNOPENED)
PARADE CIR
LAKE DR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1629
1616
1613
I-1A
PARADE CIR
LAKE DR
1607
1622
1611
1605
1601
C-2
M-1
1619
1601
1598
103
111
115
VC:I-1
207
209
211
215
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PINE AVE. (UNOPENED)
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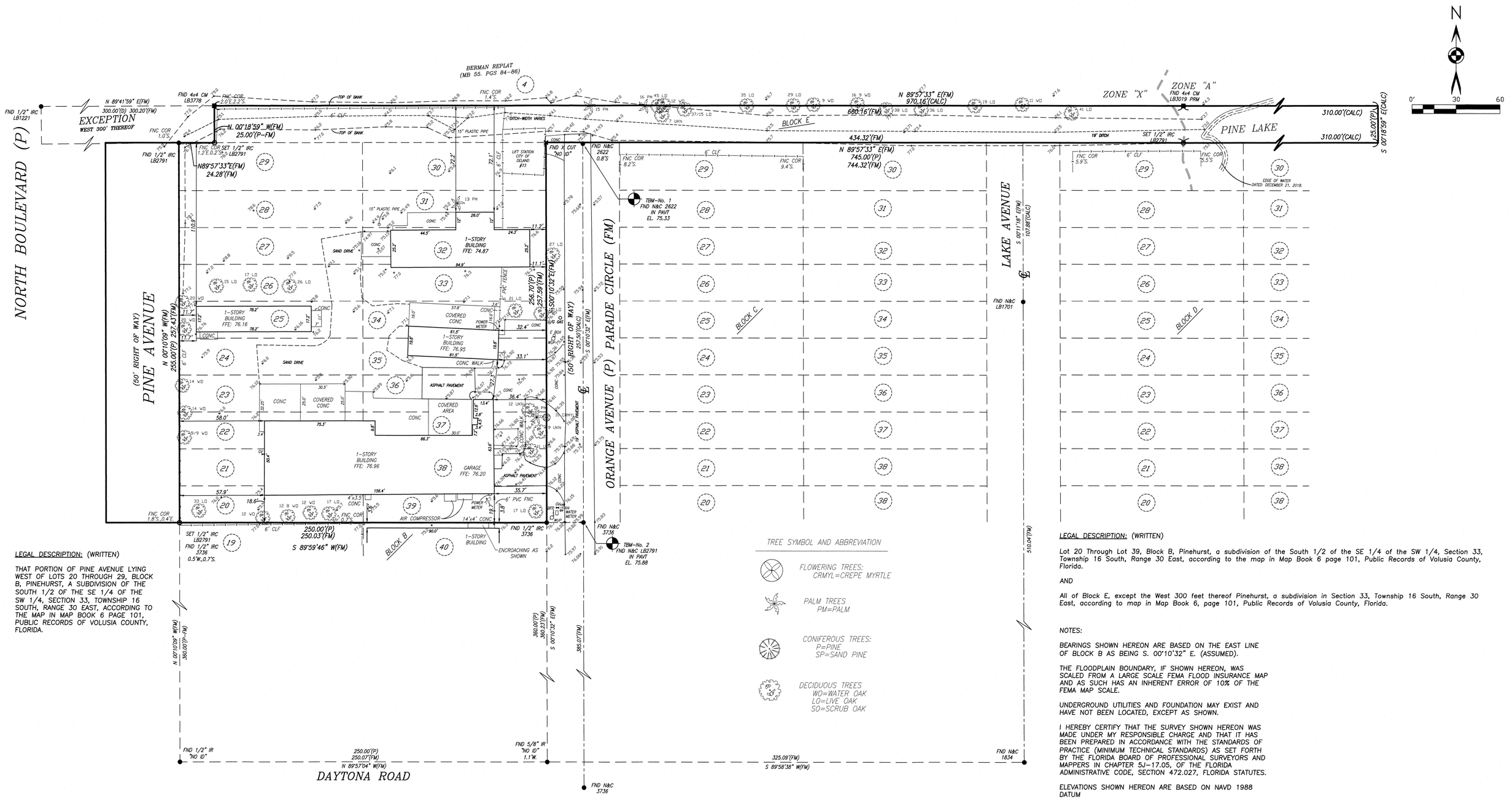
C-2
1580
1584
1588
Legend:
City Zoning
County Zoning
N
Not to Scale



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LEGAL DESCRIPTION: (WRITTEN)

Lot 20 Through Lot 39, Block B, Pinehurst, a subdivision of the South 1/2 of the SE 1/4 of the SW 1/4, Section 33, Township 16 South, Range 30 East, according to the map in Map Book 6 page 101, Public Records of Volusia County, Florida.

AND

All of Block E, except the West 300 feet thereof Pinehurst, a subdivision in Section 33, Township 16 South, Range 30 East, according to map in Map Book 6, page 101, Public Records of Volusia County, Florida.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF BLOCK B AS BEING S. 00°10'32" E. (ASSUMED).

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

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

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM

DRAWING REVISED TO SHOW ELEVATIONS AND TREES, DATED: 11/13/19

DRAWING REVISED TO ADD LEGAL FOR PINE AVENUE, DATED: 9/8/2020

SITE DATA
BUILDING AREA (4) = 12,582 S.F.
IMPERVIOUS AREA = 9,517 S.F.
TOTAL IMPERVIOUS = 22,099 S.F.
TOTAL SITE AREA = 88,649 S.F.
PERCENTAGE OF IMPERVIOUS = 24.9%

REVISED 8/26/2019 TO COMBINE LEGAL DESCRIPTIONS

DRAWING RECERTIFIED TO: MAINSTREET COMMUNITY BANK OF FLORIDA ISAOA, 204 S WOODLAND BLVD DELAND, FL 32720; VOLUSIA TITLE SERVICES. DATED: MARCH 11, 2019.

ABBREVIATIONS

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

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

This Survey / Sketch has been prepared without benefit of abstract or title search unless otherwise noted hereon.

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

FLOOD CERTIFICATION:

(Per map dated February 19, 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS PARTIALLY located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map, Panel 470 of 930, Zone "X" & "A".

BOUNDARY SURVEY CERTIFIED TO:

LITTLEFIELD PAINT & BODY

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050
CERTIFICATE OF AUTHORIZATION NUMBER LB 2791

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

BY: Robert R Evers

ROBERT R. EVERS
FLORIDA CERTIFICATE # LS 5675

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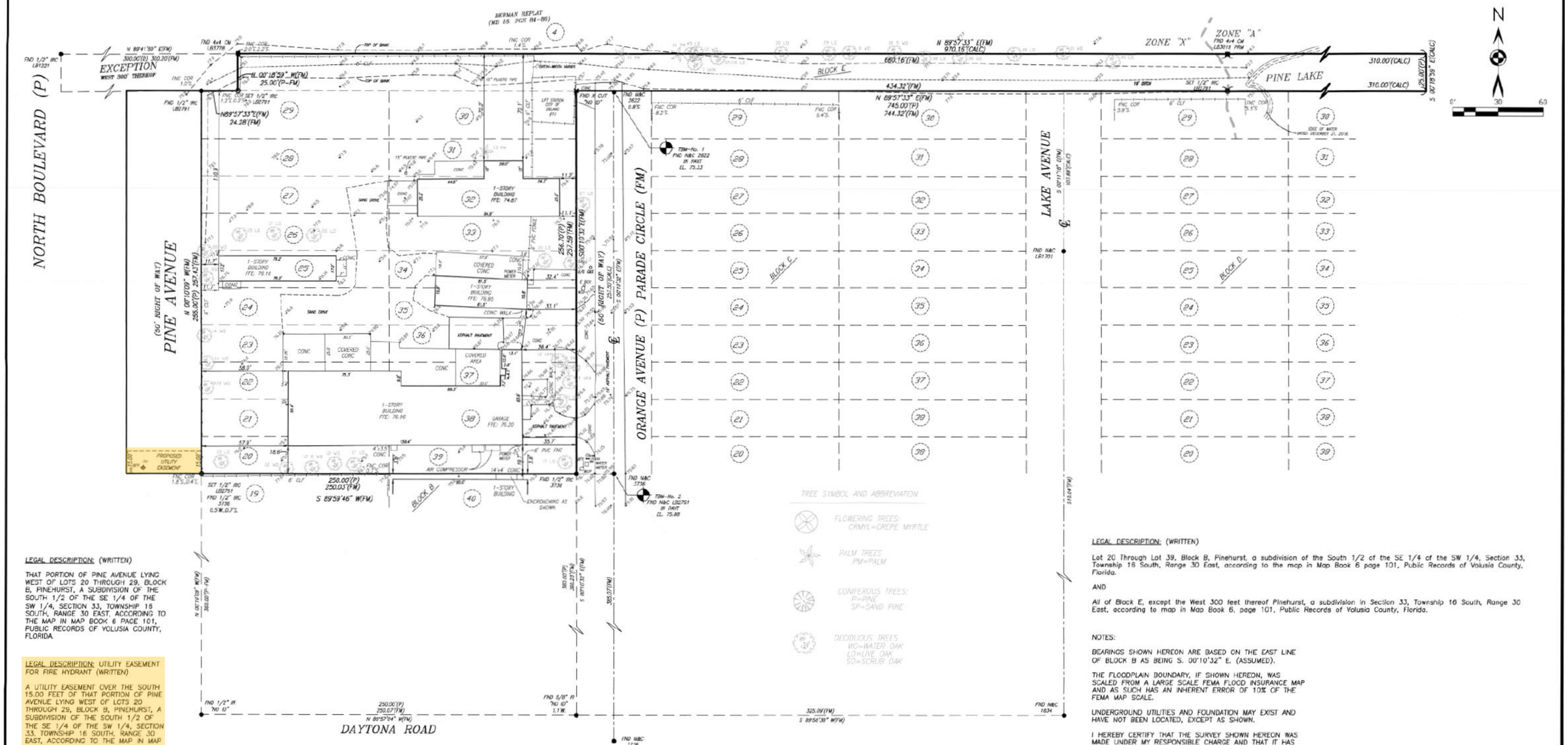
- ◆ = RAILROAD SPIKE FOUND
- ● = BOLT FOUND (SIZE SHOWN HEREON)
- ● = P/K NAIL FOUND

DATE :	12/21/18
W.O. No.	11-289-18
DRAWN BY :	RC
FIELD BOOK :	725 PGS 65&67
CADD FILE / FILE No. :	11-289-18 M-



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LEGAL DESCRIPTION: UTILITY EASEMENT FOR FIRE HYDRANT (WRITTEN)

A UTILITY EASEMENT OVER THE SOUTH 15.00 FEET OF THAT PORTION OF PINE AVENUE LYING WEST OF LOTS 20 THROUGH 29, BLOCK B, PINEHURST, A SUBDIVISION OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP IN MAP BOOK 6 PAGE 101, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DRAWING REVISED TO ENLARGE PROPOSED UTILITY EASEMENT, DATED: 4/19/23

DRAWING REVISED TO LOCATE FIRE HYDRANT AT PINE AVENUE AND TO WRITE LEGAL DESCRIPTION FOR HYDRANT EASEMENT, DATED: 3/25/23

REVISED 8/26/2019 TO COMBINE LEGAL DESCRIPTIONS

DRAWING RECERTIFIED TO: MAINSTREET COMMUNITY BANK OF FLORIDA ISAOA, 204 S WOODLAND BLVD DELAND, FL 32720; VOLUSIA TITLE SERVICES. DATED: MARCH 11, 2019.

SITE DATA

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DRAWING REVISED TO ADD LEGAL FOR PINE AVENUE, DATED: 9/8/2020

Robert Evers
Digitally signed by Robert Evers
Date: 2023.04.25 08:39:34 -04'00'

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ELEC=Electric
ELEV=Elevation
ESMT=Easement
FND=Found
FOC=Fiber Optic Cable
FIN FL=Finish Floor Elev
FH=Fire Hydrant
(M)=Field Measured
FNC=Fence
FRM=Frame Construction
F/W=Field Wire Fence
GM=Gas Marker
GL=Government Lot
GLO=Government Land Office
HDW=Headwall
HW=Highest Elevation
IP=Iron Pipe
IR=Iron Rod
IRC=Iron Rod & Cap
L=Arc Length
LB=Licensed Business
LS=Registered Land Surveyor
MH=Help Hole
MH=Manhole
MON=Monument
M/D=Metal & Cap
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ROBERT R. EVERS License Number 3675 STATE OF FLORIDA Professional Surveyor and Mapper

BY: ROBERT R. EVERS
FLORIDA CERTIFICATE NO. 3675

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- = BOLT FOUND (SIZE SHOWN HEREON)
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DATE :	11/21/18
W.O. No.	11-380-18
DRAWN BY :	RC
FIELD BOOK :	725 PGS 65&67
CADD FILE / REF No. :	11-380-18 M-

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Second Reading of Ordinance No. 2023-26, Granting a Petition to Create the Cresswind DeLand Community Development District. First Reading 11-6-2023.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: ORD-2023-26 , Resolution Denying Cresswind DeLand CDD, CDD Policy Resolution 2020-58, Cresswind DeLand Petition to Establish CDD packet, Letter re Cresswind DeLand CDD Advantages, City of DeLand CDD - Presentation - Earlywine - Nov 20 2023, Review Memorandum Cresswind DeLand, Affidavit Adopting Prefiled Testimony of District Manager (Comings-Thibault) - Cresswind Deland, Affidavit Adopting Prefiled Testimony of Engineer (Smith) - Cresswind Deland, 2020-19 Cresswind PD Recorded, Affidavit of Publication of Notice of Establishment Hearing - Cresswind DeLand

APPROVED BY: Michael Pleus, City Manager, November 15, 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 to 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 and has complete discretion as to whether to agree upon and approve any particular terms of an interlocal agreement.

First reading related to this petition was held on November 6, 2023.

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- 26

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 Statues*, 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 20th day of November, 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: November 06, 2023.
Adopted on second reading: November 20, 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, 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.

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

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 means 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. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III

COBB COLE
Attorneys at Law
Since 1925

Daytona Beach • DeLand

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DeLand, Florida 32720
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Frederick B. Karl, Jr.

RETIRED
Thomas S. Hart

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.
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

Amount
$7,500.00

Pay *Seven Thousand Five Hundred Dollars 00 Cents*

Kolter Payments LLC

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

SECURITY FEATURES INCLUDE MICROPRINTING • MULTI-COLORED BACKGROUND • VOID PANTOGRAPH • 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

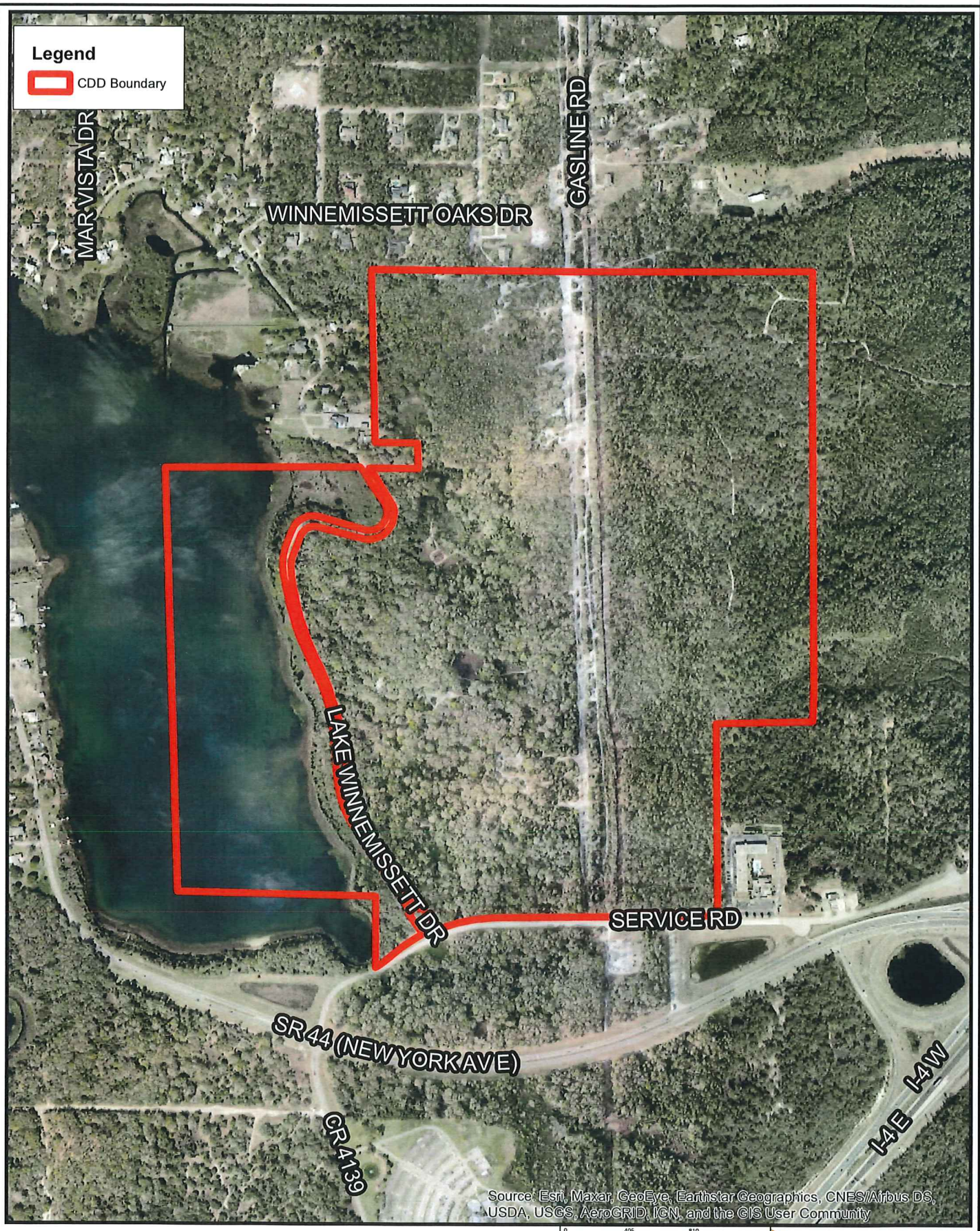
Exhibit "7"
Statement of Estimated Regulatory Costs

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
Imagery: ESRI 2021
Data 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 substitute d for a true title search, property appraisal, or survey.

HEIDT DESIGN
(813) 253-5311

Date Saved: 8/6/2021Map Document: G:\O_Projects\Volusia\Cresswind\MXD\CDD\CD_CDD_aerial_20210806.mxd-- --E Caltagirone

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
Allison Babiak
My Commission HH 156826
Expires 07/22/2025

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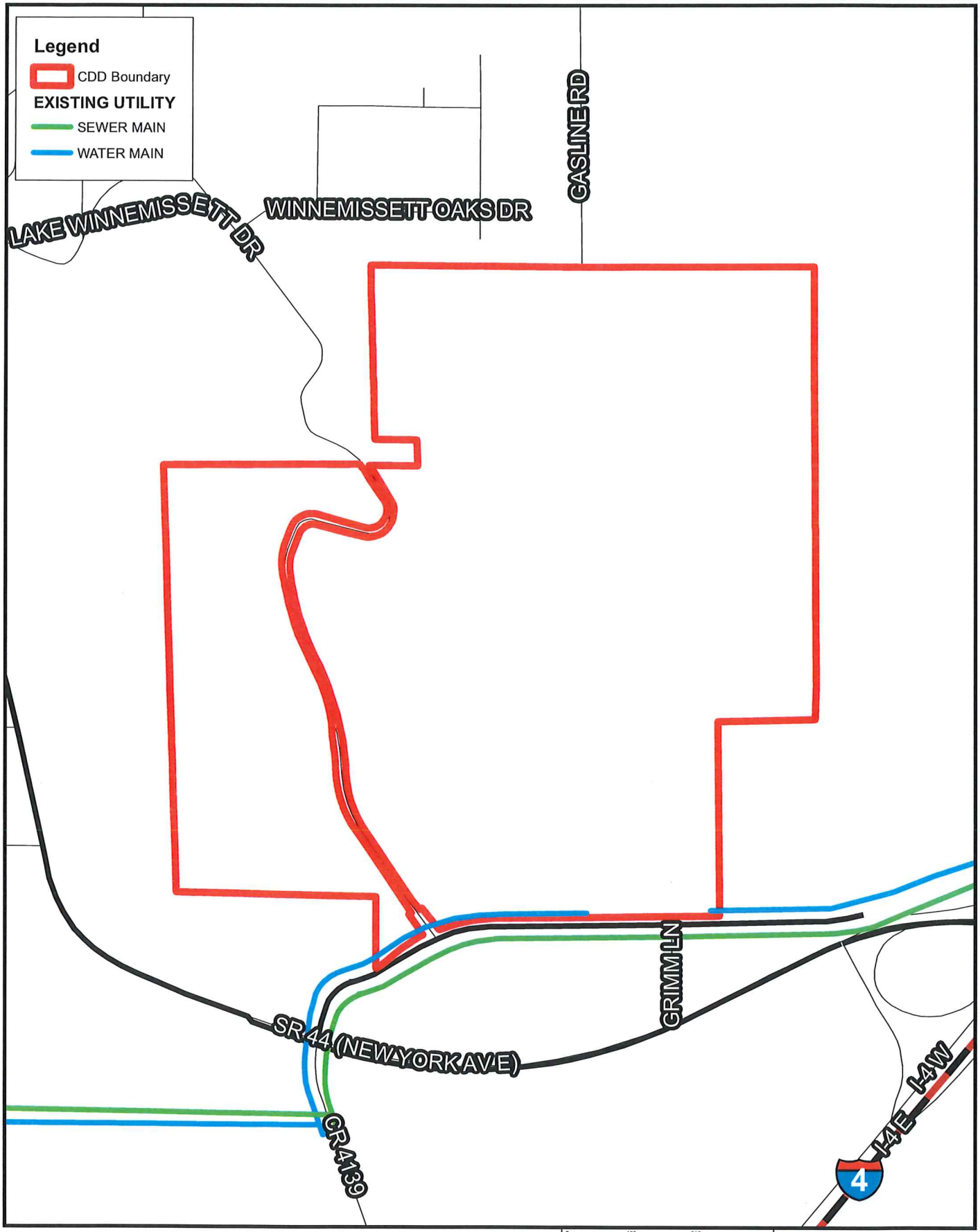
LESS AND EXCEPT ANY PORTION THAT LIES WITHIN LAKE WINNEMISSETT DRIVE. SAID PROPERTY CONTAINING +/- 318.4 ACRES.

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

Sources: Heidt Design, City of DeLand, Volusia County
Imagery: ESRI 2021
Data 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 substitute d for a true title search, property appraisal, or survey

HEIDT DESIGN
(813) 253-5311

Date Saved: 8/6/2021Map Document: G:\O_Projects\Volusia\Cresswind\MXD\CDD\CD_CDD_trunk_20210806.mxd-- --E Caltagirone

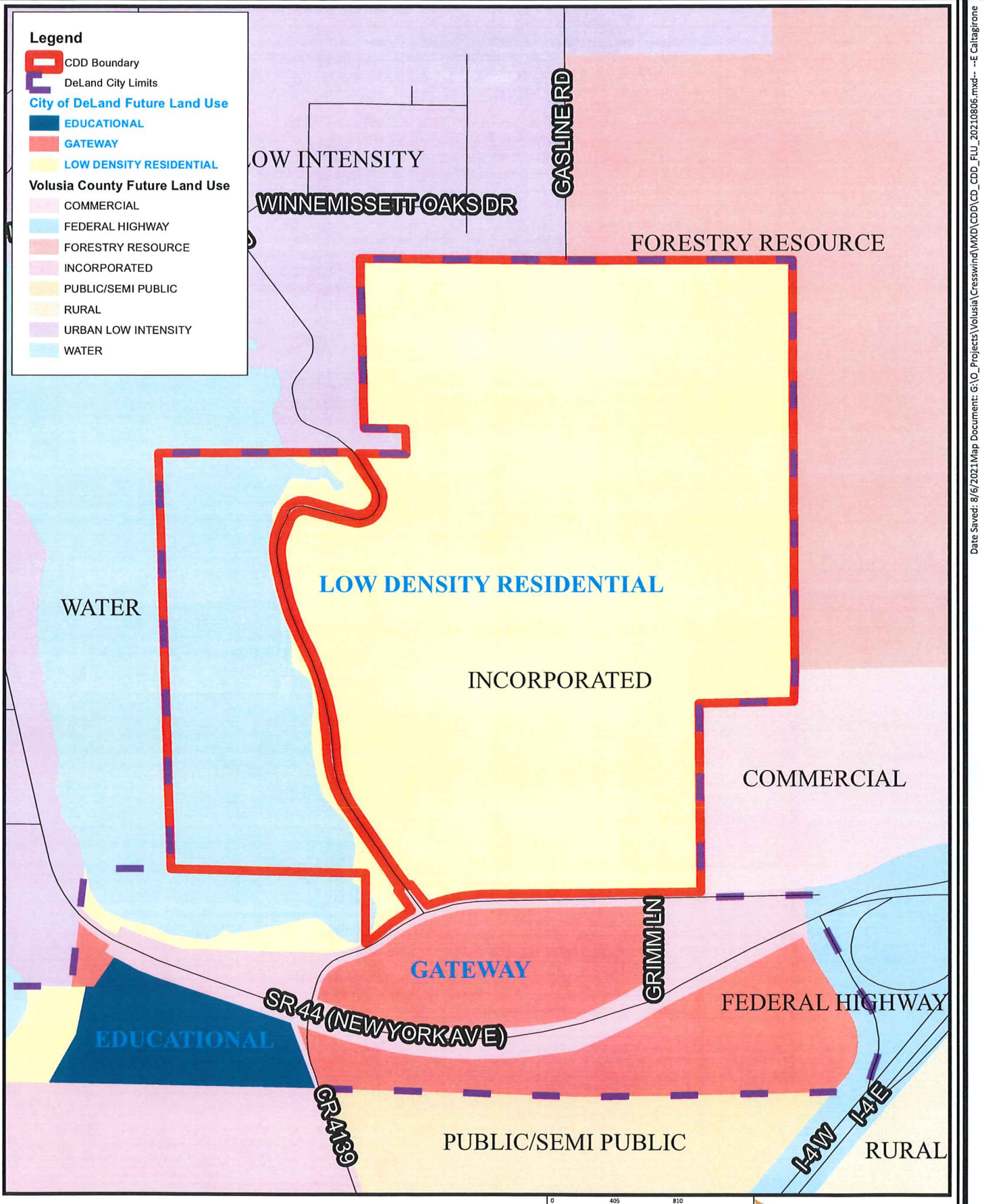
EXHIBIT 5

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

0 405 810 Feet

N

Source: Heidt Design, City of DeLand, Volusia County
Imagery: ESRI 2021
Data 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 substitute for a true title search, property appraisal, or survey.

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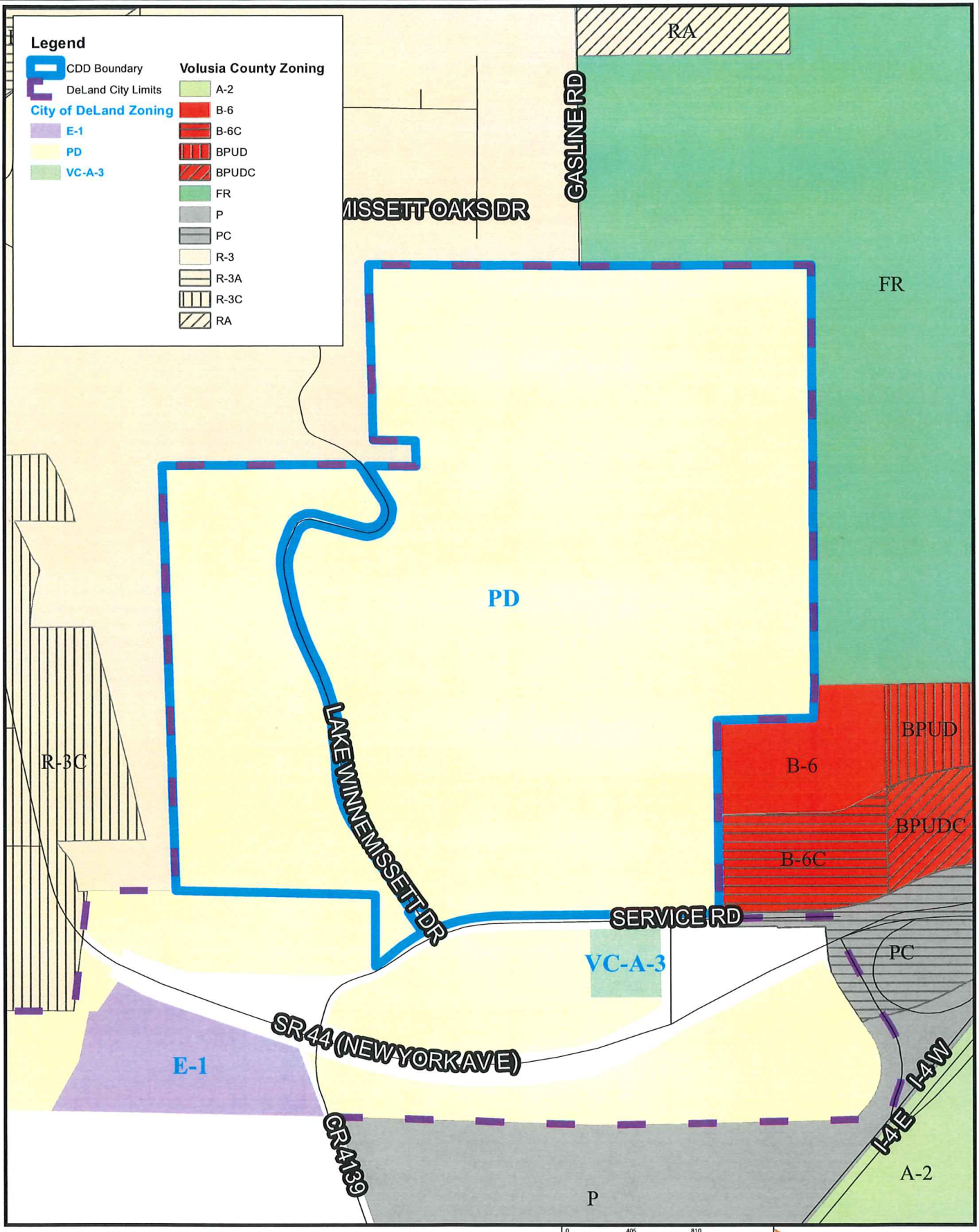

Cresswind DeLand Community Development District

Zoning

City of DeLand, FL

0 405 810 Feet

N

Source: Heidt Design, City of DeLand, Volusia County
Imagery: ESRI 2021
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Date Saved: 8/6/2021 Map Document: G:\IO_Projects\Volusia\Cresswind\MXD\CDD\CD_CDD_zoning_20210806.mxd -- --E Caltagirone

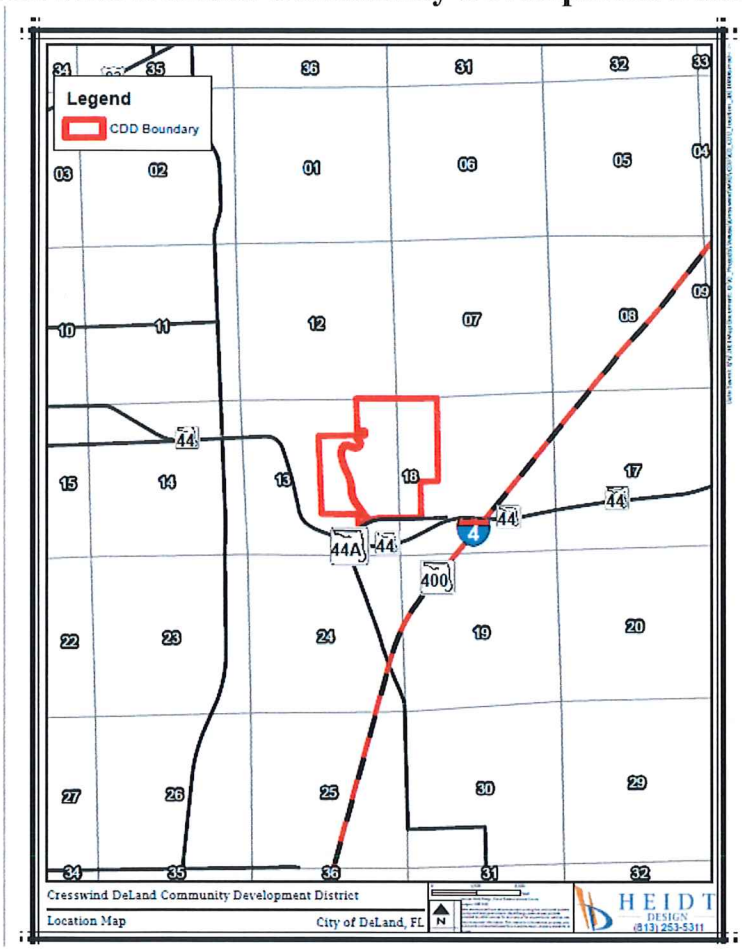
EXHIBIT 7

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 rule[1];

(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
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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 as 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: _____
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.

_____
Signature of Notary Public
Print Name: Allison Babiak
Commission No.: HH156826
Commission Expires: 7/22/25

[SEAL]

Notary Public State of Florida
Allison Babiak
My Commission HH 156826
Expires 07/22/2025

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.

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Jere L. Earlywine
850.528.6152
jere.earlywine@kutakrock.com

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.

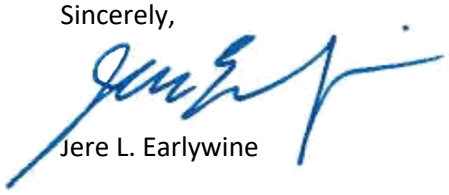
12. **Accountability** – CDDs are subject to Florida's Sunshine Laws, Public Records Laws, Ethics Laws for Public Officers, and governmental accounting requirements. As such, CDD meetings and records are more accessible, and CDDs are typically more accountable than HOAs.

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	SALES 2021	SALES %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	-20%	
			2021 Top-50 Total	39,228		

Source: RCLCO | Last Updated 1/4/2023

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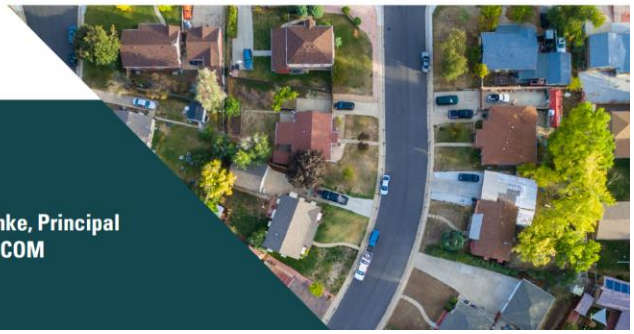

Contact us today for more information! | Karl Pischke, Principal
P: (407) 602-7217 | E: KPISCHKE@RCLCO.COM

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,

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

CRESSWIND DELAND
COMMUNITY DEVELOPMENT DISTRICT

City of DeLand, FL



Jere Earlywine | jere.earlywine@kutakrock.com

KUTAKROCK

kutakrock.com

What's a CDD?

Special purpose unit of government established under Ch. 190, F.S.

CDD is a FINANCING & MAINTENANCE entity that:

- Issues tax-exempt bonds
- Constructs/acquires roads, utilities, stormwater & other improvements
- Levies special assessments to repay the bonds

Once infrastructure is constructed, CDD operates like an HOA

Appx. 900 in Florida, and have been in existence for over 30+ years

Water Management Districts



St. Johns River
Water Management District

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GOVERNING BOARD

Douglas Burnett, CHAIRMAN, ST. AUGUSTINE | Ron Howse, TREASURER, COCOA | Douglas C. Bournique, VERO BEACH | Susan Dolan, SANFORD

Water Management Districts recognize the value of CDDs for purposes of managing stormwater and conservation areas.

"All things being equal, a CDD is a preferred operation and maintenance entity over an association."

KUTAKROCK



Over 2/3 of Florida's 17 communities in the U.S. Top 50 are CDDs

1. The Villages
2. Lakewood Ranch
5. Babcock Ranch
10. Vierra
12. Epperson
18. Ave Maria
21. Westlake
34. Tradition
37. Lake Nona
41. Nocatee
43. On Top of the World
44. Mirada
48. Southshore Bay



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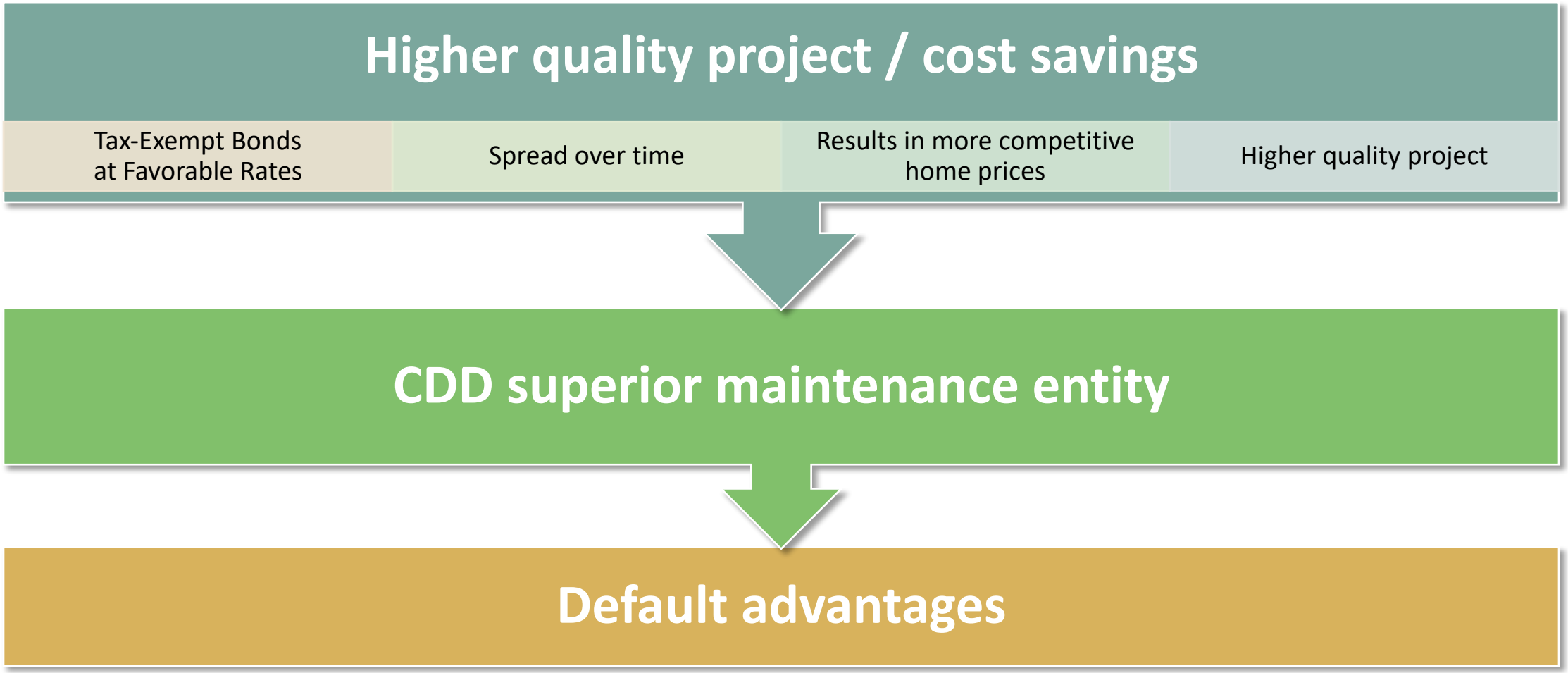
What Can a CDD Do?

Per s. 190.012(1), F.S., a CDD can construct/ acquire the following:

- Storm water management infrastructure
- Water and wastewater infrastructure
- Bridges and culverts
- Roadways and street lighting
- Hardscaping, landscaping, irrigation
- Environmental remediation
- Conservation areas, mitigation areas, and wildlife habitats
- Any other project set forth in a development order or interlocal
- if set forth in ordinance . .
  - recreation facilities,
  - gates/guardhouses, etc.

CDD Key Advantages



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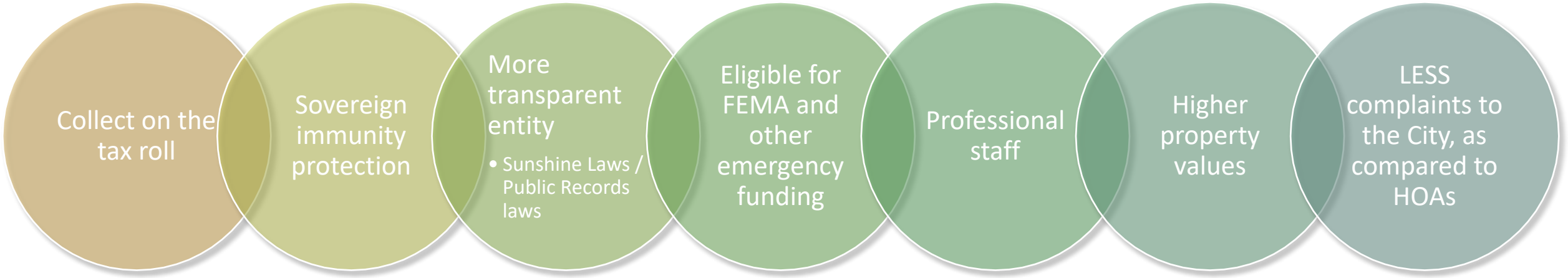
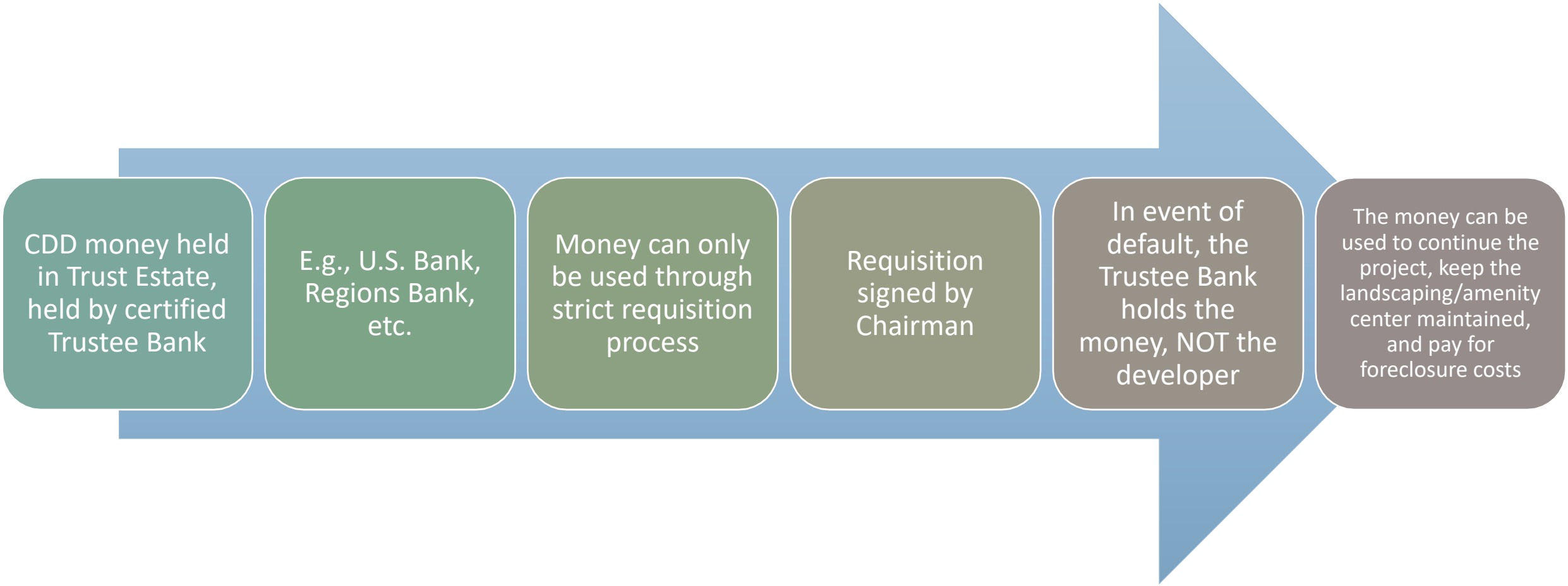
Key Advantages – CDD is a Superior Maintenance Entity



CDD v. HOA

ADVANTAGE	CDD	Developer / HOA
INFRASTRUCTURE COSTS	YES – Infrastructure Costs Less Now	NO - Infrastructure Costs More
FUTURE COST SAVINGS	YES – Infra. Costs Less to Refurbish	NO - Infrastructure Costs More
DEFAULT PROTECTION	YES – Money in Bank Trust Estate	NO
TAX ROLL COLLECTION	YES – CDD can collect on the tax roll	NO
SOVEREIGN IMMUNITY	YES – Protected from frivolous suits	NO
TURNOVER TO RESIDENTS	Relatively Faster Turnover (Elections Every 2 Years; Q. Elec. Yr 6)	90%+ Build-Out
FEMA FUNDING	Typically YES	Typically NO
ACCOUNTABILITY	MORE Accountable	LESS Accountable
LONG-TERM VALUE	Greater Ability to Maintain Value	LESS Ability

Key Advantages – Default Protection



City retains all powers; CDD limitations

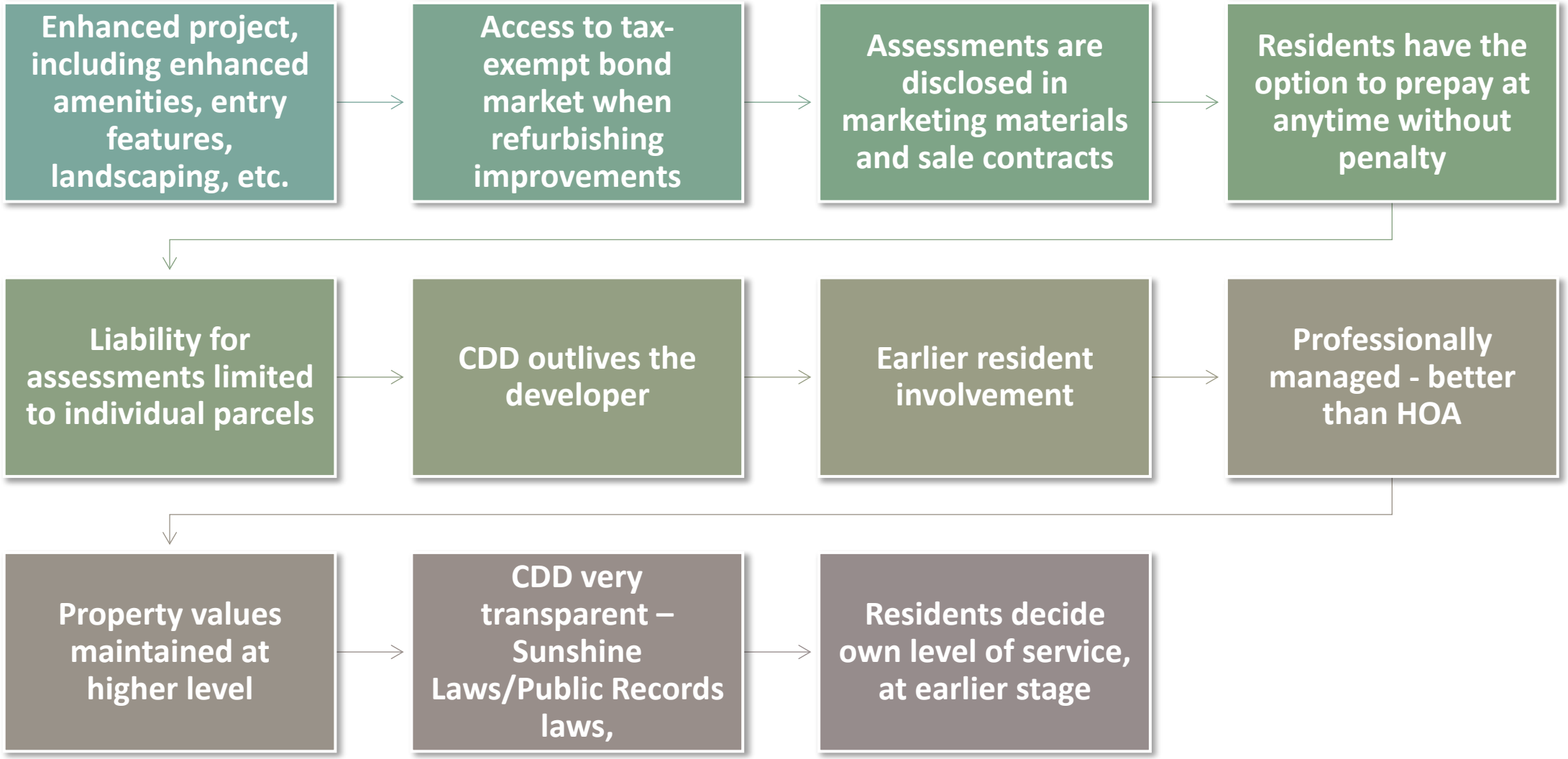
- CDD has limited authority
- City keeps all of its powers, including but not limited to zoning, permitting, etc.
- CDD has to comply with applicable laws, including City ordinances

- No debt of the CDD can be a debt of the City – section 190.016, F.S.:
  - "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."
- No administrative costs to City
- CDD assessments do not impact City millage caps
- CDD debt is NOT disclosed on City's financial statements (unlike TIF)

Benefits to the City

- Stable financing source for new public projects
- Allows new off-site public infrastructure to be built without the use of City/County funds or bonding capacity
- No financial burden on residents outside of the CDD
- Assures project is funded as bond proceeds are provided up front and deposited into a trust account
- Increased tax base for the City/County
- More stable maintenance entity
- Ensures that growth pays for itself

Benefits to the Residents



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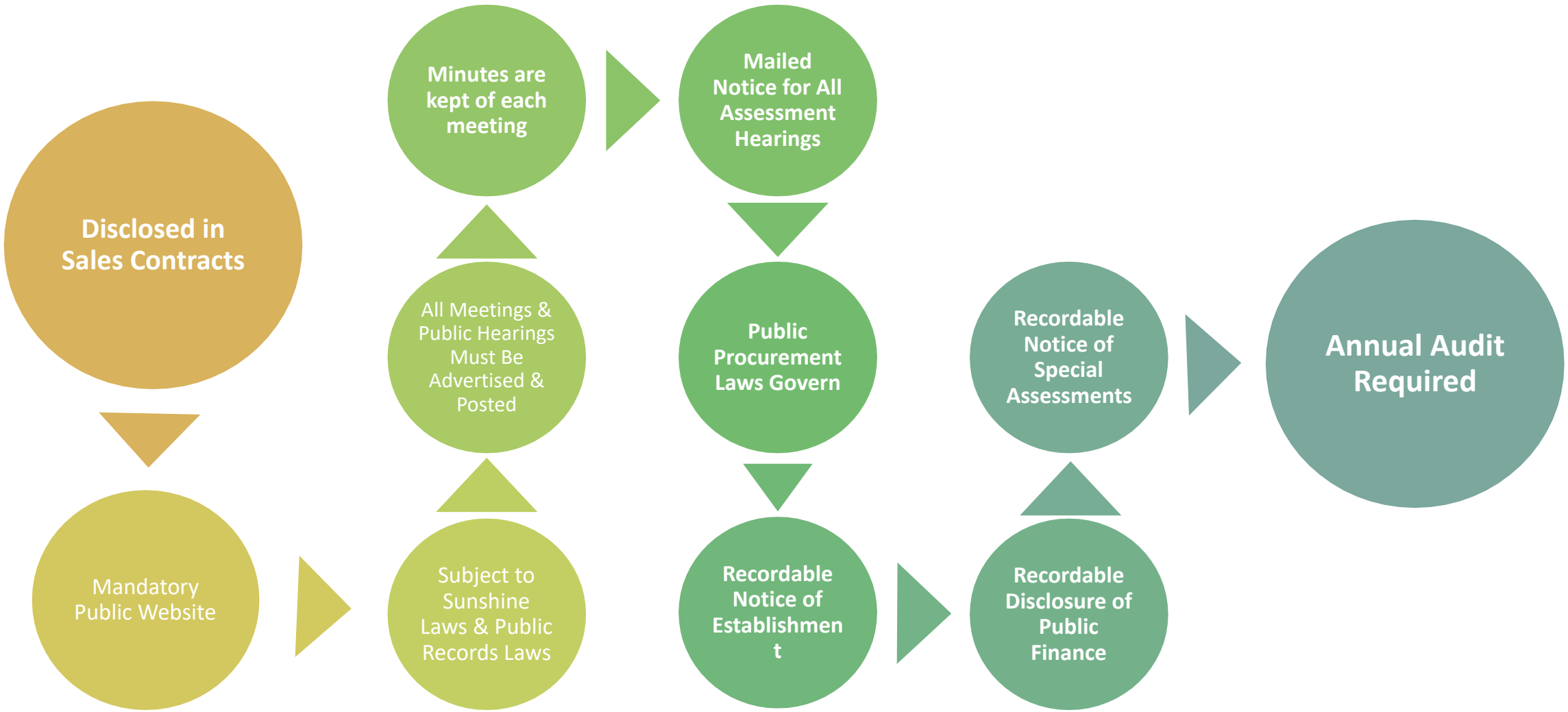
CDD Transparency



KUTAKROCK

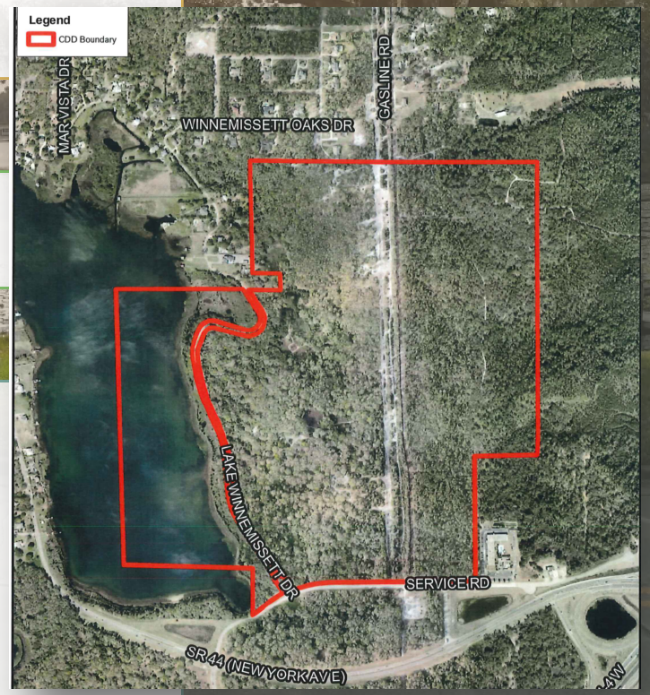
Cresswind DeLand Project

Located adjacent to Lake Winnemissett

318-acre development

Appx. $19M in public improvements, which include:

- Conservation Areas
- Stormwater
- Roadways
- Utilities
- Perimeter hardscape/landscape
- Offsite improvements



Cresswind DeLand Project Enhancements

CDD, as a governmental entity, will help protect the environmentally sensitive conservation areas, shoreline and stormwater system that are included as part of the Planned Development Agreement

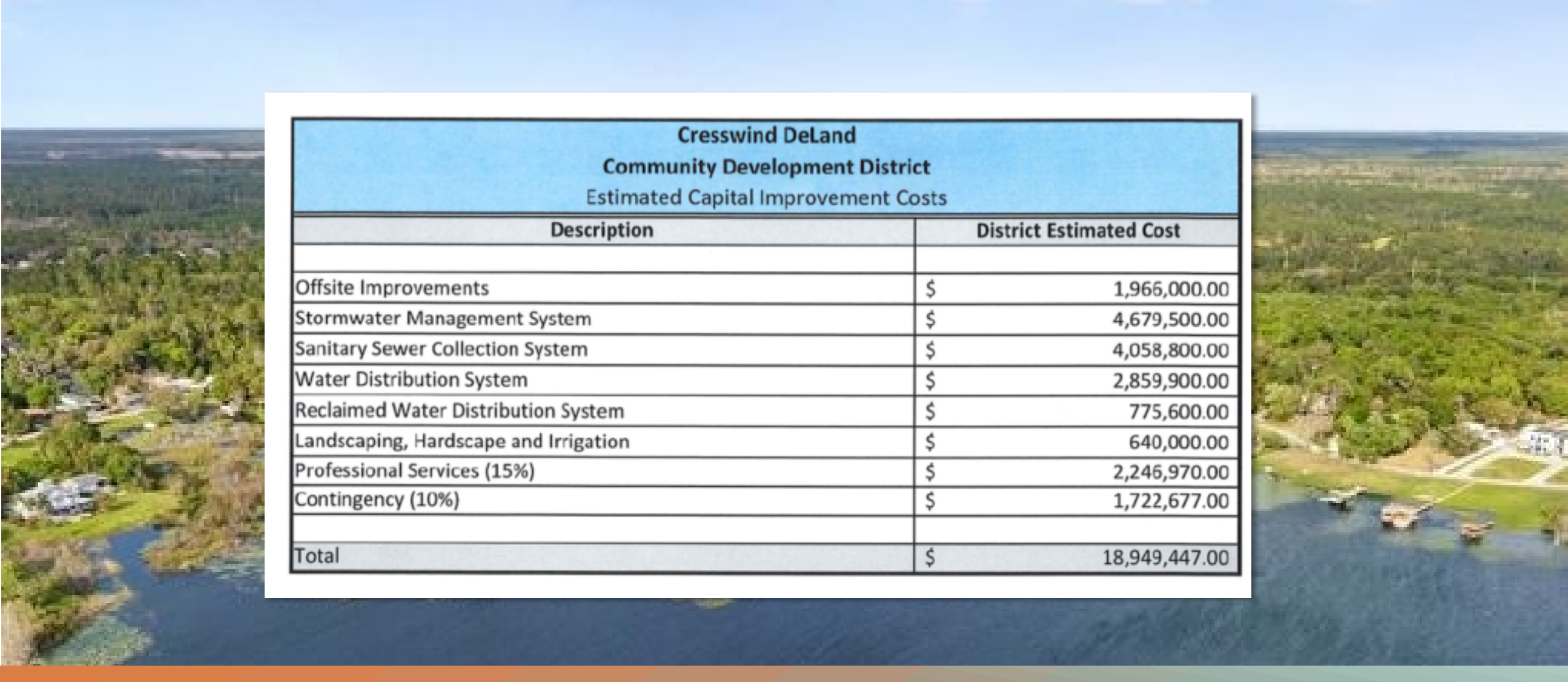
Enhanced stormwater management system, designed to protect water quality of adjacent environmentally sensitive areas

CDD will have property rights and preserve these areas in the public trust and:

(i) secure funding entity	(ii) more transparent entity	(iii) authority to promulgate and enforce rules	(iv) access to FEMA and emergency funding,	(v) public contracting

Better entity to implement the requirements of the Planned Development Agreement

KUTAKROCK



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

Estimated Capital Improvement Costs

Water Management Districts



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,

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

Water Management Districts recognize the value of CDDs for purposes of managing stormwater and conservation areas.

"All things being equal, a CDD is a preferred operation and maintenance entity over an association."

KUTAKROCK

Establishment Criteria

1. Petition statements are true and correct.
2. CDD Establishment is consistent with comprehensive plan.
3. CDD is developable as one functional interrelated community, based on size, compactness and contiguity.
4. CDD facilities will be compatible with existing community services and facilities.
5. CDD is amenable to separate special district government.
6. CDD is the best alternative for delivery community development services and facilities.

Thank You!

Questions?

Jere Earlywine| jere.earlywine@kutakrock.com

KUTAKROCK

kutakrock.com

Bryant Miller Olive

Attorneys at Law
1545 Raymond Diehl Rd
Suite 300
Tallahassee, FL 32308
Tel 850.222.8611
Fax 850.222.8969
www.bmolaw.com

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.

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

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.

BRENDA C MCGOWAN
Notary Public - State of Florida
Commission # HH 095827
My Comm. Expires Feb 22, 2025
Bonded through National Notary Assn.

[notary seal]

Brenda C McGowan

(Official Notary Signature)

Name: Brenda C McGowan

Personally Known ✓

OR Produced Identification _____

Type of Identification _____

TESTIMONY OF PATRICIA COMINGS-THIBAULT FOR ESTABLISHMENT OF CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Patricia Comings-Thibault. My business address is 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746.

2. By whom are you employed and in what capacity?

I am a Director of District Management Services Artemis Connected, LLC d/b/a Breeze and serve as District Manager and assessment administrator for community development districts.

3. Please briefly summarize your duties and responsibilities.

Breeze 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. Breeze currently serves as the district manager for over thirty-two (32) community development districts ("CDDs") in the State of Florida.

4. Do you work with both public and private sector clients?

Breeze 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 (20) years of experience in the public and private sectors providing general management, budgeting, accounting and consulting services. 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 KH CW Deland, LLC ("Petitioner") on January 30, 2023, 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 7, the Statement of Estimated Regulatory Costs ("SERC").

7. Please describe your educational background.

I have a Masters degree in Accounting (MACC) from Stetson University in Deland, Florida.

8. Please describe your work with community development districts ("CDDs") in Florida.

Through Breeze, 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 thirty two (32) active CDDs across Florida.

9. Are any of these community development districts that you have worked with about the same size as the proposed Cresswind Deland 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.

12. Please describe these requirements and safeguards.

First, it is important to note that the establishment of a CDD does not change any requirements for local general-purpose governmental approval of construction within the district. Any land development requirements and all state and local development regulations still apply.

Second, members of the CDD Board of Supervisors must be residents of Florida and citizens of the United States. After the Board shifts to being elected by the resident electors of the district the supervisors must also be residents and electors of the district. Board members must annually file the same financial disclosure forms required by other local officials. All meetings of the CDD Board of Supervisors are open to the public and are subject to the government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore, the District's records must be open for public inspection in accordance with the Florida law governing public records.

Next, the district must provide financial reports to the state in the same form and manner as is required of all other political subdivisions. The CDD is annually audited by an independent certified public accountant. As I said before, the CDD budget is adopted annually by the board after a public hearing. All rates, fees, and charges imposed by the district must be adopted pursuant to Chapter 120, *Florida Statutes*.

Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197, a CDD must provide published and mailed notice to those who are assessed providing them opportunity to appear before the Board of Supervisors and have an opportunity to comment on the advisability of the assessments. That assessment process entails preparation of an assessment methodology that fairly and equitably allocates the cost of the district's projects.

13. Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.

In the early stages, particularly when a CDD is first formed, the CDD's operating funds may be funded by a "Funding Agreement" between the CDD and the landowner/developer in lieu of assessments that the CDD might have imposed on property within the CDD.

In order to provide long term financing of capital projects, CDDs often issue bonds. All bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over a period of more than five years must be validated and confirmed by court decree pursuant to Chapter 75, *Florida Statutes*. The CDD also may borrow funds on a long or short-term basis.

Debt may be retired by the District through non ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and services. By law, debt of the District cannot become debt of any other government (city, county or state), without that government's consent.

14. What alternatives, other than community development districts, are you familiar with that might be available to provide community infrastructure for the lands within the proposed District?

In my opinion there are two alternatives that might provide community infrastructure such

as the roads, utilities, drainage, recreation and other improvements contemplated for the proposed district. First, the general-purpose local government could finance the improvements utilizing special assessments and/or general funds. Alternatively, the developer could provide infrastructure through private means, including private financing if available. As discussed later in my testimony, neither of these alternatives is preferable to use of the CDD concept.

15. What has been your role with respect to the Petition to Establish the Cresswind Deland Community Development District (the "Petition")?

I have worked closely with KH CW Deland LLC (the "Petitioner") and its consultants in determining if a CDD is appropriate for this project. I also supervised the preparation of Exhibit 8 of the Petition, the SERC.

16. Do you have an opinion, as someone experienced in district management and operations, as to whether the proposed District is the best available alternative for delivering community services and facilities to the areas that will be served by the District?

Yes. For this project, the proposed District is the best alternative available for delivering the proposed services and facilities to the area that will be served. These improvements include, but are not limited to, onsite and offsite sanitary sewer collection, water distribution and reuse water, stormwater management system, electrical service systems, conservation and mitigation, roadway improvements, trails, landscaping, hardscaping and irrigation.

17. What is the basis for your opinion?

Looking at the alternatives, the City could finance and manage the improvements utilizing special assessments or general funds. The developer and/or a property owner's association ("POA") could provide these facilities as well through private financing.

In evaluating the alternatives, it is important to consider whether the alternative can provide the best focus, can effectively and efficiently manage and maintain the facilities, and whether the alternative can secure low cost, long term public financing. The City clearly provides the long-term perspective and is a stable and relatively low-cost source of financing and provider of services at sustained levels. However, the City has substantial demands over a broad geographical area that places a heavy management delivery load on its staff. In addition, if dependent district financing were used, the City would be responsible for all administrative aspects of the dependent district. The City would have to make time and meetings available for the monthly matters pertaining to the dependent district. By using a dependent district mechanism, the City would be increasing its responsibility and hence liability for the variety of actions that will take place in the development. The City, through the dependent district, would also be the contracting party for all construction contracts, would have to deal with bid issues, enforce performance bonds, and participate in construction arbitration or litigation if necessary. They would deal

with delay claims and budget management and all the other challenges that come with being the owner in a public construction project. A district can be created to provide focused attention to a specific area in a cost-effective manner. It also allows the City to focus staff time, finances, and other resources elsewhere and does not burden the general body of taxpayers in the City with the debt associated with this growth.

The other alternative is the use of private means either through a POA or through the developer, or both in combination. This combination can clearly satisfy the high demand for focused service and facilities and managed delivery. However, only a public entity can assure a long-term perspective, act as a stable provider of services and facilities, qualify as a lower cost source of financing, and pay for services at sustained levels. POAs lack the ability to effectively finance the improvements. Their ability to assure adequate funds for sustained high levels of maintenance is less than with a CDD.

Furthermore, neither the developer nor a POA would be required to conduct all actions relating to the provision of these improvements in the "sunshine" as a CDD must or abide by other public access requirements that are incumbent upon a CDD and its Board of Supervisors. Also, provision and long-term operation and maintenance of these improvements, particularly the drainage activities, by a CDD ensures that residents have guaranteed access to the body or entity making decisions about these facilities, and in fact will one day sit as the five-member board making the decisions that impact their community directly.

A CDD is an independent special purpose unit of local government designed to focus its attention on providing the best long-term service to its specifically benefited properties and residents. It has limited power and a limited area of jurisdiction. The CDD will be governed by its own board and managed by those whose sole purpose is to provide the district long term planning, management, and financing of these services and facilities. This long-term management capability extends to the operation and maintenance of the facilities owned by the CDD. Further, the sources for funding and manner of collection of funds will assure that the CDD facilities will be managed at the sustained levels of quality desired by residents well into the future.

18. Do you have an opinion, as someone experienced in district management and operations, as to whether the area of land to be included within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?

Yes.

19. What is your opinion?

The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to be developed, with the roadway, drainage, water and sewer, and other infrastructure systems, facilities and services contemplated. The District will operate as one functionally

interrelated community.

20. What is the basis for your opinion?

The size of the proposed District is approximately 318.4 acres. Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the District, the acres contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the District will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

21. Do you have an opinion, as someone experienced in district management and operations, as to whether the area that will be served by the proposed District is amenable to separate special district government?

Yes.

22. What is your opinion?

The District is of sufficient size, compactness, and contiguity. Therefore, the area to be served by the proposed District is clearly amenable to separate special district governance. The configuration of the District is not unlike other CDDs with which I have worked over time.

23. What is the basis for your opinion?

Two criteria are needed to evaluate if a land area is amenable to separate special district government. One, does the land area have need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Two, is the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the proposed District is a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the proposed District. As described in the petition, the proposed District will construct and maintain certain identified needed facilities and services. Other facilities and improvements will be constructed by the proposed District and ultimately owned and maintained by the City. Based on my experience, CDDs of this size are large enough to effectively provide

and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities. Ultimately, of course, if later circumstances would cause the City to re-evaluate whether these lands should continue as separate special district government, the City has the option under Section 190.046(4), *Florida Statutes*, to effectively take over the functions of any CDD.

24. **Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services and facilities of the proposed District will be incompatible with the capacity and use of existing local and regional community development services and facilities?**

Yes.

25. **What is your opinion?**

The proposed services and facilities of the proposed District are not incompatible with the capacity and uses of existing local or regional community development services and facilities.

26. **What is the basis for your opinion?**

Petitioner presently expects the proposed District to finance and construct certain onsite and offsite sanitary sewer collection, water distribution and reuse water, stormwater management system, conservation and mitigation, and other improvements. None of the facilities expected to be provided by the District presently exist. Ultimately, a district may own and maintain certain of those improvements and the City, or other governmental entities, may own and maintain others. There will be no overlap or incompatibility because the facilities and improvements expected to be provided by the proposed District do not exist today.

ECONOMICS AND FINANCING

27. **You stated earlier that you are you familiar with the Petition, and its Exhibits, filed by the Petitioner, to establish the proposed Cresswind Deland Community Development District. Are you particularly familiar with Exhibit 7 to the Petition?**

Yes, Exhibit 7 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 Cresswind Deland 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 related analyses.

The data for the analysis came from the landowner, other experts working on the Petition, and from the Petition itself. The methodology utilized is the standard economic impact assessment.

31. From an economic and financial perspective, do you have an opinion regarding the financial viability and feasibility of the proposed District?

Yes, I do.

32. What is that opinion?

In my opinion, based on my experience with other districts, the proposed Cresswind Deland Community Development District is expected to be financially viable and feasible.

33. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes.

34. From an economic and financial perspective, do you have an opinion as to whether the proposed District is inconsistent with the State Comprehensive Plan from an economic perspective?

Yes.

35. What is that opinion?

It is my opinion the proposed Cresswind Deland Community Development District is not inconsistent with any applicable element or portion of the state comprehensive plan.

36. What is the basis for your opinion?

I have reviewed, from an economic and financial perspective, the State Comprehensive Plan, particularly those portions that relate to community development districts. The State of Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) "provides long-range policy guidance for the orderly social, economic, and physical growth of the state." From an economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State Comprehensive Plan are relevant to the establishment of a CDD.

Subject 15, titled Land Use, recognizes the importance of locating development in areas that have the fiscal abilities and service capacity to accommodate growth. It is relevant because CDDs are designed to provide infrastructure services and facilities in a fiscally responsible 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 Cresswind Deland 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.

39. **What is the basis for your opinion?**

The project is compact with land use typical of a planned community. The development of the land has been planned to be a functional interrelated community making the most efficient use of public funds available

40. **From a financial perspective, do you have an opinion as to whether the proposed Cresswind Deland Community Development District is the best alternative available for providing the proposed community development services and facilities to the area**

to be served?

Yes.

41. What is your opinion?

The proposed District is the best alternative to provide community development facilities to the area to be served. This is true for the landowners and the governmental entities for the following reasons.

From the perspective of current and future property owners within the District, the District is the best alternative for providing community facilities, infrastructure, and services. The land development envisioned for the area within the District boundaries will require substantial provision of infrastructure, facilities and services. The CDD is an alternative method to provide these necessary services. The CDD can access the tax-exempt public capital markets and thereby fund these facilities and services at a lower cost than the alternative of developer funding. Furthermore, unlike a property owners association ("POA"), the CDD has the power to assess property and collect those assessments along with other property taxes. Therefore, a CDD can fund large capital improvement programs that a POA cannot.

With regard to the operations and maintenance of community facilities and services the CDD is also the best alternative. The CDD is preferable to a POA to future landowners for the following reasons. First, unlike a POA, the CDD collects funds for operations and maintenance directly from assessments collected along with all other property taxes, which is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and it must hold its meetings in the sunshine and bid out its contracts where required by law. A CDD provides control to the landowners much sooner in time than a POA. A CDD is focused on providing the community with services, facilities, and their maintenance in a way the general-purpose government, with its competing interests and broad responsibilities, is not. This level of local control serves the best interests of property owners in the CDD.

From the perspective of the State of Florida, the City, and the Water Management District, a CDD is the best alternative for providing community facilities and their operations and maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD is a more powerful and more responsive organization for providing and maintaining infrastructure and services. This is why the St. Johns River Water Management District has expressed a preference for CDD maintenance of critical stormwater facilities as evidenced in the letter attached to my testimony as **Exhibit A**. Second, without a CDD the City may have to assume greater responsibility for construction, operations, and maintenance of community facilities and services. Even if the City formed a dependent district to provide community facilities and services to the area to be served by the CDD, and charged appropriately for these services, the City would be enmeshed in the responsibilities and in the management of those facilities. Furthermore, without a CDD the City cannot be assured

that only residents of the area to be served by the CDD would bear the full costs of the needed facilities and services.

In short, the CDD provides the ability to redevelop the lands within the District with public infrastructure, services and additional improvements which are in excess of those obtained in the normative development process without requiring the financial or managerial obligations by the City to invest in the enhancement of the property. These valuable improvements and services will help the underlying real estate project enhance the tax base of the City. This is further evidenced by the recent RCLCO study attached here as **Exhibit B**. RCLCO found that the majority of the top selling planned communities nationwide utilized some form of land secured special district. In Florida, the vast majority of planned communities use special district financing for infrastructure (numbers 1, 2, 5, both 10t's, 18, 31, 34, 41 and 43 on the national list).

42. **So, is it your opinion, based on your personal experience and examples such as the RCLCO study discussed above, that the implementation of a CDD would enhance the City's tax base sooner and better than if the real estate project we implemented without a CDD?**

Yes, it is.

43. **From an economic and financial perspective, do you have an opinion as to whether the services and facilities to be provided by the proposed Cresswind Deland Community Development District will be incompatible with the uses and existing local and regional facilities and services?**

Yes.

44. **What is your opinion?**

The proposed Cresswind Deland Community Development District covers approximately 318.4 acres of land. The configuration of the land is sufficiently compact and contiguous. As such, it will not create any economic disincentives to the provision of the infrastructure facilities contemplated in this case.

Given the scope and expected cost of facilities to be provided, 318.4 acres for a residential development provides a sufficient economic base to absorb the debt costs and annual operating costs for district administration and to efficiently apportion the cost of improvements.

45. **From an economic and financial perspective, do you have an opinion as to whether the area that will be served by the proposed Cresswind Deland Community Development District is amenable to separate special district government?**

Yes.

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.

LISA MARIE WHEAT
Notary Public - State of Florida
Commission # HH 051602
My Comm. Expires Oct 18, 2024
Bonded through National Notary Assn.

[notary seal]

Lisa Wheat
(Official Notary Signature)

Name: Lisa Wheat
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF STRICKLAND SMITH, P.E., FOR ESTABLISHMENT OF CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Strickland Smith, and my business address is 5904-A Hampton Oaks Parkway, Tampa, Florida 33610.

2. By whom are you employed and in what capacity?

I am Principal at Heidt Design, LLC.

3. How long have you held that position?

I have held this position for nearly 2 years. Prior to holding the position of Principal, I have been employed with Heidt Design, LLC since 2011.

4. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I have a Bachelor of Science degree in Civil Engineering from the University of Central Florida with a specialization in water resources.

5. Do you have any professional licenses, registrations, or certifications?

Professional engineer, registered in the state of Florida, P.E. number 50652.

6. Please summarize your previous experience as it relates to public facility design and construction and land development and planning.

I have been practicing site civil engineering for over 30 years. I have designed and managed numerous master planned residential communities that include public roads, water, sewer and drainage systems.

7. Have you been involved in any developments of the type and nature contemplated within the proposed Cresswind Deland Community Development District ("District")?

I have been involved in numerous master planned communities and have served or serve as CDD engineer for 6 different Community Development Districts.

8. Are you familiar with the Petition ("Petition") filed by KH CW Deland, LLC ("Petitioner") on January 30, 2023, seeking the establishment of the proposed District?

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?

Yes.

16. What is the basis for your opinion?

For many reasons, the proposed District facilities can be provided in an efficient, functional and integrated manner.

First, there are sufficient, significant infrastructure needs for the area within the proposed District to allow development as a functionally interrelated community.

Second, the specific design of the community allows infrastructure to be provided in a cost-effective manner. The land included within the proposed District area is contiguous, which facilitates an efficient and effective planned development.

Third, the use of one development plan provides a contiguous and homogenous method of providing services to lands throughout the District.

17. In your opinion, you said the proposed District is sufficiently compact and contiguous to be developable as a functionally interrelated community. Would you please explain what you mean when stating that the proposed District is of sufficient compactness?

The District will encompass approximately 318.4 acres, more or less, and will provide a range of residential and residential-support land uses that require the necessary elements of infrastructure including onsite and offsite sanitary sewer, reuse water, water distribution, stormwater management system, electrical service, conservation and mitigation areas, onsite and offsite roadway improvements, among other improvements. From an engineering perspective, it appears the proposed District will have sufficient overall residential density to require all the above-mentioned necessary elements of infrastructure of a comprehensive community. These facilities and services require adequate planning, design, financing, construction, and maintenance to provide the community with 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.

18. 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.

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?

Yes. Based on the information provided to me, in my opinion, and to the best of my knowledge, the area identified in the Petition is amenable to being served by a separate special district government.

23. What is the basis for your opinion?

Based on the information provided to me, it is my understanding the development within the District is amenable to be served by the proposed District, which will provide infrastructure improvements, which are limited in scope. This infrastructure is expected to directly benefit the development and may be adequately served by a special district government. In addition, special district governance provides a mechanism whereby long-term maintenance obligations can be satisfied by the persons primarily using the facilities and services.

24. Do you have an opinion, as someone experienced in land development, as to whether the proposed District is the best alternative for delivering community services and facilities to the areas that will be served by the proposed District?

Yes. Based on the information provided to me, it is my opinion that the proposed District is a viable and preferred alternative for providing the proposed services and facilities to the land to be included within the proposed District.

25. What are the alternatives contemplated in rendering this opinion?

There would be two alternatives that I am aware of to the establishment of the proposed District. First, the City could provide the selected facilities. They may do this to facilitate economic development, accommodate new growth, and provide new services. The second alternative would be for the developer or homeowner's association (HOA) to provide the infrastructure using private financing.

26. How does the proposed District compare to these alternatives?

By comparison of the alternatives referenced above, from an engineering perspective, the proposed District is the best alternative available to provide the necessary infrastructure improvements. As a special-purpose "local government," the proposed District is a stable, long-term public entity capable of constructing, maintaining and managing the proposed elements of infrastructure of the necessary facilities and services. The limited purpose and scope of the District, combined with the statutory safeguards in place, such as notice of public hearings and access to district records, would ensure that the proposed District is responsive to the infrastructure needs of the proposed District. The proposed District would be able to obtain relatively low-cost financing to provide the necessary improvements and then impose special or non-ad valorem assessments upon the property owners within the District to fund the infrastructure.

Only a CDD allows for the independent financing, administration, operations and maintenance of the land within the District. Only a CDD allows property owners, and

eventually residents, to completely control the CDD board and, therefore, the timing and extent of infrastructure improvement and maintenance. Knowing when, where and how infrastructure will be needed to service the projected population of an area allows for the smooth delivery of those facilities. The proposed District exceeds other available alternatives at focusing attention to when and where and how the next system of infrastructure will be required for this specific area. This results in a full utilization of existing facilities before new facilities are constructed. It reduces the delivered cost to the citizens being served. The alternatives do not have all of these characteristics.

27. Does this conclude your testimony?

Yes, it does.

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ORDINANCE NO. 2020 - 19

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM TWELVE OAKS PLANNED DEVELOPMENT TO CRESSWIND DELAND PLANNED DEVELOPMENT, ON PROPERTY LOCATED EAST OF LAKE WINNEMISSETT AND NORTH OF THE OLD ALIGNMENT OF EAST STATE ROAD 44 (SERVICE ROAD); APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY +/- 318.4 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Michael C. Holbrook, of Heidt Design, on behalf of the owner, Lake Park Estates, LLC (hereinafter referred to as "Applicant"), the owner of approximately 318.4 +/- acres of land located east of Lake Winnemissett and north of the old alignment of East State Road 44 (Service Road), which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Twelve Oaks Planned Development (PD) to Cresswind DeLand Planned Development (PD); and

WHEREAS, the Applicant is requesting that the existing Planned Development document be amended in order to develop the subject property for up to 600 detached, single family units; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to amend the current PD so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Low Density Residential land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Twelve Oaks Planned Development (PD) to Cresswind DeLand Planned Development, on the property located east of Lake Winnemissett and north of the old alignment of East State Road 44 (Service Road).

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

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Cresswind DeLand PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

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

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

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 23rd day of September, 2020.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

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

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

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

LANDS SITUATED IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOTS 12 THROUGH 17 INCLUSIVE, AND LOTS 28 AND 29, ASSESSORS MAP OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2737.14 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID LOT 28; THENCE RUN NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 18, SAID ASSESSOR'S MAP OF WINNEMISSETT, A DISTANCE OF 1592.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 264 FEET OF SAID LOT 18, THENCE RUN NORTH 01 DEGREES, 31 MINUTES 18 SECONDS WEST, ALONG SAID EAST LINE OF THE WEST 264 FEET, A DISTANCE OF 166.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID LOT 18; THENCE RUN NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 18, A DISTANCE OF 264.12 FEET TO THE WEST LINE OF SAID LOT 18 AND THE WEST LINE OF LOTS 21 AND 22 OF SAID ASSESSOR'S MAP OF WINNEMISSETT; THENCE RUN NORTH 01 DEGREES 31 MINUTES 18 SECONDS WEST, ALONG SAID WEST LINE OF LOTS 18, 21 AND 22, A DISTANCE OF 1079.32 FEET TO THE NORTH LINE OF SAID ASSESSOR'S MAP OF WINNEMISSETT AND THE NORTH LINE OF THE AFORESAID SECTION 13, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, ALONG SAID NORTH LINE OF SECTION 13, A DISTANCE OF 1338.00 FEET TO THE NORTHEAST CORNER OF SAID MAP AND THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1342.24 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, THENCE RUN SOUTH 01 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2824.25 FEET TO THE NORTHEAST CORNER OF THE SOUTH 7/8 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 545.12 FEET TO A POINT ON THE WEST LINE OF THE EAST 545 FEET OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 01 DEGREES 41 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 545 FEET, A DISTANCE OF 1238.51 FEET TO THE NORTH RIGHT-OF WAY LINE OF OLD STATE ROAD 44; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 810.31 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 644.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET AND A CENTRAL ANGLE OF 20 DEGREES 22 MINUTES 00 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 353.84 FEET; THENCE RUN NORTH 34 DEGREES 47 MINUTES 32 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 122.79 FEET; THENCE RUN SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 34 DEGREES 47 MINUTES 32 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.43 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 15 MINUTES 03 SECONDS WEST; A CHORD DISTANCE OF 133.04 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 39 MINUTES 49 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 133.14 FEET; THENCE RUN SOUTH 57 DEGREES 25 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 215.16 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 355.86 FEET; THENCE RUN NORTH 88 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 1285.28 FEET TO THE POINT OF BEGINNING.

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

"EXHIBIT B"

PD PLANNED DEVELOPMENT AGREEMENT

THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Application of

KH ACQUISITIONS LLC

ORDINANCE # 2020-19

ORDER

GRANTING A REQUEST FOR CHANGE OF ZONING FROM

TWELVE OAKS PD (PLANNED DEVELOPMENT)

TO

CRESSWIND DELAND PD (PLANNED DEVELOPMENT)

The application of KH Acquisitions LLC, a Florida limited liability company, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on September 23, 2020. Based upon the verified application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development Department, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on February 19, 2020, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of KH Acquisitions LLC, a Florida limited liability company, was duly and properly filed herein on, October 11, 2019 as required by law.

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

C. That the applicant is the Contract Purchaser of a 318.4 +/- acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owner of the property, Lake Park Estate LLC, a Florida limited liability company (Owner), agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

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

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

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

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

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

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

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

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

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

DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

1. Single-family dwellings
2. Other uses and structures of an accessory nature to the permitted uses listed above including but not limited to: parks, clubhouse, fitness center, pool, sports courts, indoor / outdoor social gathering areas, fire pit, stage area, food and beverage service, and on-site parking for vehicles and golf carts. Operation of any outdoor sports court lighting, outdoor events and use of a-stage for any events shall be discontinued at 11:00 PM and shall comply with the City of DeLand noise ordinance.

3. The Cresswind DeLand resident's private lakefront park on Lake Winnemissett including walkways; picnic shelters; kayak, canoe and paddleboard storage racks sufficient to accommodate no more than 15 non-motorized watercraft; one (1) dual slip boat dock with covered boat lift(s) sufficient to accommodate not more than two (2) pontoon boats owned by the POA; boat house; boat launch. The boat launch (launch ramp) shall be gated and shall not be accessible for the launching of a motorized craft by any person other than employees or other authorized representatives of the POA. The launch ramp shall only be utilized for launching and recovering the two POA owned pontoon boats and the non-motorized craft stored on the kayak, canoe and paddleboard racks and no personally owned motorized craft may be launched or recovered. The lakefront park shall be limited to use during daylight hours between dawn to dusk. All parking shall be included within the onsite Amenity area parking lot. Direct lakefront park access for vehicles shall be limited to emergency vehicles and community maintenance vehicle only. The development of the lakefront park shall be generally in accordance with the provisions set forth in the Planned Development Plan.

I. Development Standards. All development for the property shall rely upon

the standards set forth below for each phase of development as identified on the Planned Development Plan. The total number of dwelling units permitted for all Phases shall be 600 units, with the proposed mix of 60 Foot Lots, 50 Foot Lots and 40 Foot Lots. The majority of the lots located closest to Lake Winnemissett Drive will be 60' lots to maximize the pervious and recharge area for Lake Winnemissett as shown on the Planned Development Plan.

1. Single Family Residences

Minimum lot area: 4,800 sf

Minimum lot width: 40 feet. (measured at front Set back)

Minimum setbacks:	40 Foot Lots	50 Foot Lots	60 Foot Lots
Building			
a. Front:	15 feet	15 feet	15 feet
b. Rear:	10 feet	10 feet	10 feet
c. Side:	5 feet	5 feet	5 feet
d. Side Corner:	15 feet	15 feet	15 feet

Garage:	40 Foot Lots	50 Foot Lots	60 Foot Lots
Front Facing	22 feet*	22 feet*	22 feet*
Side Facing	15 feet	15 feet.	15 feet

*Minimum 25 feet from back of sidewalk to face of front facing garage.

(See lot details on Development Plan Map)

Pools, Hot Tubs, Cabanas and similar structures:

	40 Foot Lots	50 Foot Lots	60 Foot Lots
a. Front:	Not Permitted	Not Permitted	Not Permitted
b. Rear:	5 feet	5 feet	5 feet
c. Side:	5 feet	5 feet	5 feet
d. Side Corner:	15 feet	15 feet	15 feet

Patios, Screened Enclosures:

	40 Foot Lots	50 Foot Lots	60 Foot Lots
a. Front:	Not Permitted	Not Permitted	Not Permitted
b. Rear:	3 feet	3 feet	3 feet
c. Side:	5 feet	5 feet	5 feet
d. Side Corner:	15 feet	15 feet	15 feet

Fences

	40 ft. Lots	50 ft. Lots	60 ft. Lots
a. Front:	Not Permitted	Not Permitted	Not Permitted
b. Rear:	0 feet	0 feet	0 feet
c. Side:	0 feet	0 feet	0 feet
d. Side Corner:	10 feet	10 feet	10 feet
e. Maximum Height:	6 feet	6 feet	6 feet

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Minimum living area (heated): 1,200 sq. ft.

Maximum Lot Impervious Area 75%

Maximum Lot sod coverage 50% of pervious lot area

Maximum Project Impervious Area 50 % (Not including lake or

wetland areas)

Maximum building height: 35 feet (2 story residential)

50 feet (nonresidential clubhouse & guardhouse architectural elements)

2. Site

Landscape buffer requirements: Minimum 50-foot perimeter buffer along all boundaries. Existing wetlands, existing lakes and proposed lake areas shall be included as uses allowed within buffer areas (If right-of-way dedications are required by Volusia County, the landscape buffers will be measured from the new right-of-way line.) Existing vegetation within the buffers will be preserved to the extent practical, however changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using Florida-Friendly Landscaping ("Florida-Friendly"), as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology.

Fences: Open style fencing shall be permitted along rear single family lot property lines to encourage visibility of water features, conservation areas and open spaces; however, this allowance shall not apply to those lots that share a common rear property boundary with another lot. One or more property owner's association(s) (POA) shall be responsible for determination and

enforcement of fencing requirements within the development. A 6 foot to 8 foot height black vinyl coated chain link fence may be used within the development's perimeter landscape buffers. A 6 foot height black vinyl chain link fence may also be used to surround City owned lift stations provided they are screened with landscape hedge material.

Open Space: Open Space and/or Common Area shall meet the requirements of the Land Development Regulations Ordinance No. 2013-11, as amended.

Entry Features: Development entry features not including Guardhouse elements may incorporate architectural variations between 4 feet to 16 feet as measured vertically from the finished grade at the base of the structure for architectural columns or walls. The design for all entry features and walls shall be substantially similar to the elevations as shown on sheet P-5, Signage Plan and Details of Exhibit "B" attached. Fences or walls surrounding the subdivision but not located at the project entry locations may not exceed 8 feet.

Parking: Unless otherwise defined herein, parking shall be provided in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. On-street parking shall be permitted within designated parking spaces on site only. The general locations of on street parking have been shown on the Development Plan Map Sheet P-2. The final locations of on-street

parking spaces shall be determined at subdivision approval. On-street overnight parking shall not be permitted in undesignated areas and the POA for the development shall be responsible for enforcing parking restrictions.

All single-family dwelling, guest, and code required parking within an individual phase shall be provided by a driveway to accommodate a minimum of two (2) standard size vehicles (parked cars, pick-up truck or SUV) and single-family garages designed with adequate space to park at least two (2) standard size vehicles. The Developer or POA, whichever controls the subdivision common areas at the time, shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this paragraph as part of the construction permit submittal for a lot.

Garages: Individual homes may utilize a side or front garage access design concept to reduce the physical prominence of garages within the development. Garages must incorporate architectural treatments at the same level of detail and quality as the primary façade.

Design: In order to ensure architectural diversity, the owner and its successors or assigns shall ensure that no single family residence is constructed side by side or directly across the street from another residence of the same plan, elevation and color. No two (2) single family dwelling units located side by side shall have the same combination of exterior colors. The POA for the development

shall be responsible for enforcing these regulations, not only at the time of development but in the future.

Lighting: Streetlights, pathway lighting, parking lot, clubhouse, boat house, and sports court lighting shall utilize full cut off (Dark Sky) fixtures. Said fixtures shall be maintained by the POA.

J. Environmental Considerations. All landscape buffers noted on the Planned Development Plan as "natural" must contain an amount of visual screening equal to the Landscape Buffer Standard C (30 feet) per Table 33-92.02(b) of the Land Development Regulations Ordinance No. 2013-11, as amended. If landscape buffers in their natural condition contain insufficient plant material to meet the visual screening standard, the Developer will bring the buffer into compliance with the Buffer Standard referenced above. Said plantings shall be in place on or before the completion of construction for those proposed improvements and/or homes, as the case may be, which front a required buffer. Buffer standard shall not apply in adjacent areas where existing wetlands, existing lakes or proposed lakes are present within the buffer areas.

The Planned Development Plan encourages environmental preservation and sustainable development through the provision of substantial perimeter buffers, natural areas, wetland conservation easements, open space, the incorporation of elements of Impact Development ("LID") stormwater strategies, as developed by the UF/IFAS, Center for Landscape Conservation and Ecology, and use of Florida-Friendly Landscaping. The proposed buffers will add Florida-Friendly vegetation where needed to screen adjoining residential properties. The Planned Development Plan depicts a minimum fifty (50) foot perimeter buffer along the east, north and south sides of the development, and a

combination of existing natural areas, wetlands and stormwater ponds along Lake Winnemissett Drive on the west, to preserve the existing scenic roadway. A passive park with walkway, to the extent approved by easement holders, is proposed through the existing power line and gas line easements through the center of the development. The proposed minimum twelve (12) foot wide paved walkway, if approved, will be connected to various locations throughout the development as depicted on the Planned Development Plan. Existing trees and native vegetation within the power and gas line easement areas will be retained to the extent practical and may be enhanced with Florida-Friendly plantings, as approved by the easement holders. Maintenance, as approved by the easement holders of the passive park, walkway, existing vegetation and any easement holder approved landscape enhancements shall be the responsibility of the POA. The Planned Development Plan shall meet the minimum environmental standards of the Land Development Regulations Ordinance No. 2013-11, as amended.

Landscaping. The Developer shall incorporate Florida-Friendly planting principles as part of any tree replacement required for development of the Property and shall plant Florida-Friendly replacement and mitigation trees between Lake Winnemissett Drive and the lakeshore. Temporary irrigation may be installed in the area between Lake Winnemissett Drive and the lakeshore in order to ensure the successful establishment of replacement trees planted in that area.

The POA(s) shall be responsible for community wide landscape, fertilizing and irrigation, and maintenance, including on the individual lots within the Planned Development. The POA shall require, as part of their maintenance contracts, that any maintenance company contracted to perform fertilizer applications as part of said community maintenance shall have a license from the Florida Department of Agricultural

and Consumer Services (FDACS) and each person responsible for application of fertilizers shall hold a valid certificate of completion from the University of Florida Institute of Food and Agricultural Science (UFIFAS) for Green Industry Best Management Practices. In addition, the following restrictions shall be observed as part of the POA's community wide maintenance, the fertilizer application within the Planned Development shall be consistent with the requirements of Article VIII, Sections 50-522 through 50-533 of the Volusia County Code of Ordinances, which established County-wife Florida-Friendly Best Management Practices for Protection of Water Resources and shall include the following specific restrictions:

From June 1 through September 30, do not apply fertilizers containing nitrogen or phosphorus to lawn or landscape buffer areas.

Nitrogen fertilizer must contain at least 50 percent slow release nitrogen (SRN) and no more than four pounds of nitrogen per 1000 square feet may be applied to turf or landscape plants each year.

No fertilizer may be applied to impervious surfaces and any spillage or overcasting must be removed.

Only one annual application of phosphorous not exceeding 0.25 pounds per 1000 square feet per 1000 square feet shall be permitted only if soil analysis demonstrates a need for the application of supplemental phosphorous to ensure plant health.

No fertilizers containing nitrogen or phosphorus shall be applied to the 50-foot-wide natural Tree Protection Area (TPA) surrounding the Property or within any slope adjacent to a wetland, lake, tree preservation area, proposed littoral zones as shown on the approved Development Plan or in the area located west of Lake

Winnemissett Drive.

The fertilization plans and standards implemented by the POA for the Cresswind DeLand PD shall be submitted to the Program of Resource Efficient Communities at the University of Florida for peer review and recommendations.

Landscaping throughout the Planned Development, including within the individual lots, shall be designed by a LEED certified landscape architect and shall primarily incorporate the use of Florida-Friendly Landscaping approved plants.

Irrigation. As a result of concerns relating to the introduction of elevated levels of nitrogen and phosphorous to areas that drain into Lake Winnemissett, reclaimed water may only be used for irrigation in the area of the Planned Development located east of the western boundary of the powerline easement depicted on the Planned Development Plan. In the area located west of the western boundary of the powerline easement, as depicted on the Planned Development Plan, irrigation shall be provided through a combination of wet stormwater ponds located in that area of the Planned Development and irrigation wells that access the Floridan Aquifer and do not exceed six (6) inches outside diameter or 100,000 gallons per day of volume may be used to supplement the available stormwater, subject to approval of the St. Johns River Water Management District.

As part of any Preliminary or Final plat submittal, a tree survey shall be required. Both Historical and Specimen trees meeting the species and size requirement of Land Development Regulations Ordinance No. 2013-11, as amended, shall be located and shown on a survey. Historic trees located in the tree preservations areas shown on the Planned Development Plan will be preserved. Any historic tree not located in a tree preservation area is permitted to be removed and will be replaced at the required

percentage provided for in Section 33-57.05(d) of the Land Development Regulations. Trees located within wetlands (including wetland buffers) are not required to be located or counted. Other trees, excluding those identified in City code as "nuisance trees", having a diameter of 6" or larger may be grouped into defined areas on the tree survey and an average number of trees determined based on an actual count of trees inside a smaller sub-area within the larger defined area.

Unless otherwise stated herein, tree removal and replacement shall be done at the ratios identified in City Code Section 33-57, as amended. Trees planted within approved on-site private road rights-of-way may count towards required lot trees. Trees within any proposed lot, amenity site or open space parcel shall be exempt from City Code Section 33-57.07(b)5. The Developer shall not be responsible for the replacement of those currently existing trees within utility easements which are later removed by the utility provider or required to be removed as part of this development. The area within the existing power and gas line utility easements shall be exempt from City Code Section 33-57.07(a)2. Land area located below normal water line of Lake Winnemissett shall be exempt from all requirements of City Code Section 33-57. Trees may be planted within the existing on-site wetlands or Lake Winnemissett shoreline to meet the requirements of City Code section 33-57.07(a)1 provided said trees shall be wetland-friendly native species and compliant with SJRWMD permits and standards. Where proposed wet detention lakes are located within PD Buffer areas, the Developer shall plant littoral zones along the shoreline adjacent to the PD boundary or adjacent to the existing wetland areas within the Planned Development. Littoral zones shall be a minimum of ten (10) square feet per linear foot of shoreline located within a buffer adjacent to any property line. Littoral zones shall extend a minimum of 2.5 vertical feet below control water line and include an

upland transitional planting zone 2.5 vertical feet above the control water line. Littoral plantings including upland transition zones shall be wetland-friendly and native species. Any existing trees transplanted on-site shall be credited at twice it's caliper inches towards the overall project tree replacement requirements. Transplanted trees shall be monitored for a period of three (3) years to determine survivability. Any transplanted tree that does not survive shall be mitigated for at the ratios identified in City Code Section 33-57, as amended. Non-specimen and specimen trees may be relocated or removed from proposed individual single family lots provided they are replaced in accordance with this Agreement. Historic tree removal and replacement shall be conducted as required by Section 33-57.05(d). Portions of Tree Protection Areas may be less than 30 feet in width when connected to larger Tree Protection Areas. Any amendments to an approved Tree Removal and Replacement Plan to accommodate actual project site conditions may be processed administratively by the City Forester. All existing and new trees planted within project open space tracts, common area tracts, littoral zone areas, parks and private rights-of-ways shall be the maintenance responsibility of the POA. The clearing of the proposed Lakefront Park shall be limited to preserve existing trees. No other portions of the lakeshore shall be cleared unless required to remove invasive species pursuant to and compliant with SJRWMD requirements or City permits and any areas where invasive species are removed will be replanted with Florida-Friendly trees, as approved by the City.

K. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal and potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the

Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6. The City Commission specifically recognizes that the installation of reclaimed water on the western portion of the Planned Development is restricted by the terms of this Development Agreement in order to protect the water quality in Lake Winnemissett and specifically finds that the limitation of the use of reclaimed water for irrigation in that part of the development, as proposed herein, is consistent with the overall goals, policies and objectives of the Comprehensive Plan. Reclaimed water lines shall be extended to the Planned Development by the Developer so that reclaimed water is available for irrigation of all property east of the powerline easement as more particularly described in Section J above.

L. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended except that onsite wet detention volume will provide not less than fifty percent (50%), cumulatively throughout the project, more permanent pool volume than the required SJRWMD design criteria in order to provide additional water quality protection to Lake Winnemissett. Low Impact Development features such as bioswales, rain gardens and other similar features intended to encourage natural uptake of stormwater within the natural areas of the Planned Development shall be incorporated as elements in the stormwater system. The City of DeLand shall have no maintenance responsibilities whatsoever with respect to the stormwater system on the property. The City is, however, hereby granted an irrevocable license to enter upon the property to conduct any work which is required to maintain the stormwater system which has not been performed by the POA, and the POA shall be liable for any costs incurred by the City in connection

therewith. Pond 2 as shown on sheet P-2 of the Planned Development Plan shall be designed as a dry detention facility to promote increased infiltration to groundwater. Where practical, runoff from the rear of lots shall be directed to planned open space areas to promote increased infiltration to groundwater prior to entering stormwater management system. Where practical additional permeant pool volumes shall be increased within the storm water detention areas to promote increased infiltration to the underlying groundwater stratum.

If permitted by SJRWMD, storm water ponds 1 and 4 shall overflow through adjacent wetland areas 4 and 5, as shown on the Planned Development Plan, prior to discharge to Lake Winnemissett.

In addition to the SJRWMD required water quality treatment criteria, other best management practices (BMP's) to be incorporated into the stormwater drainage system shall, to the extent practicable and otherwise permitted by applicable regulations, include:

Oil / trash separator in the outfall control structures at discharge points from detention ponds.

Where practical, vegetative contact of rear yard runoff to promote infiltration prior to entering storm water system.

M. Access and Transportation System Improvements. Unless otherwise stated in this Agreement, all access and transportation system improvements shall be provided in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Two (2) private, gated access road connections to the development as shown on Exhibit B shall be from Old East New York Avenue. Exhibit B indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations. No road connections to Lake Winnemissett Drive shall be permitted. Emergency access connections from Lake Winnemissett Drive to the proposed Amenity Site may be permitted if required by the City Fire Marshall. Said emergency access will be strategically incorporated into any planned paved walkway from the Amenity site to the proposed Lakefront Park. Limited gated connections for emergency access, easement holder use or others to the existing dirt road north of the Property shall be permitted. Such access points shall be determined during the subdivision review process and shall comply with specifications determined by the City of DeLand, based upon the nature of the use of the connections.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies having jurisdiction thereof. During the subdivision review process, the applicant or its successors shall enter into a proportionate fair share agreement with Volusia County and hereby agrees that Volusia County may dictate that all funds collected pursuant to such agreement may be used for improvements to the State Road 44 corridor, including but not limited to the Beresford Avenue extension and Kepler Road round-a-bout. Moreover, the applicant or its successors hereby waives any right it may have to request a reduction in road impact fees pursuant to Volusia County Code, State Statute, or any other applicable law and recognizes that

payment of road impact fees in full and without reduction was an integral part of the consideration for the approval of this development.

N. Internal Roadways. Internal roadways for the property shall be provided in accordance with the Land Development Regulations Ordinance No. 2011-13, as amended. Unless otherwise specified herein, all local streets and sidewalks within the property shall be private and dedicated to the POA as part of Final Subdivision Plat Development Order. The City of DeLand shall not have any maintenance responsibilities for streets, sidewalks, or any other facilities. Streets shall be maintained and resurfaced in accordance with street maintenance industry best practices. In order to limit the amount of impervious area within the Planned Development, the width of all paved streets shall be twenty (20) feet, rather than twenty-four (24) feet as typically required by the City's Land Development Regulations, except at entryways into the project where wider pavement is required by the City for ingress and egress of emergency or service vehicles. Sidewalks shall be maintained free and clear of all tripping hazards in accordance with sidewalk maintenance industry best practices. Street trees shall be pruned in such a fashion to maintain the health of the trees and to maintain the appropriate vertical clearance for garbage trucks and fire engines. The City of DeLand shall have no maintenance responsibilities whatsoever with respect to the streets or sidewalks on the property. The City is, however, hereby granted an irrevocable license to enter upon the property to conduct any work which is required to maintain the streets or sidewalks which has not been performed by the POA, and said association shall be liable for any costs incurred by the City in connection therewith. Typical roadway cross section shall be in accordance with those shown on the Planned Development Plan. The Developer shall

work with the City to construct or contribute funds equal to the cost to construct to the City to install three (3) speed tables, with associated signage, along Lake Winnemissett Drive within the boundary of the Planned Development Plan, as permitted by the City. One speed table will serve as the pedestrian crossing for Lake Winnemissett Drive between the amenity center and lakefront park, as shown on the Planned Development Plan, and the remaining two shall be in locations approved by the City during subdivision review.

O. Signage. The location and size of entrance signage and monumentation at the projects two (2) access road connections as well as temporary marketing signage along the project's southern property line and internal private roads shall be consistent with the approved Planned Development Plan. Signage and monumentation may be placed within private rights-of-way provided they meet FDOT and Volusia County standards for setbacks and sight lines. Any temporary or permanent signage located within a public right-of-way shall require a permit and maintenance agreement. Temporary signage is intended to be used for the duration of the project development and shall be allowed to remain in place until the last single-family home permit has been issued by the City, but in no event longer than ten (10) years.

P. Sales Center. Applicant intends to develop a central Sales center area to be used during the life of the project. The sales center shall consist of the following temporary facilities to be located within homes to be built on 1 or more platted lots:

Sales Office (converted model home)

Design Center (converted model home)

Up to 18 Model Homes

Temporary Parking Lot

Temporary Construction Trailer(s) (may be converted model home)

Up to 3 Stay and Play Homes

The sales center hours of operation shall be:

Monday Through Friday	9:00 AM to 6 PM
Saturday and Sunday	9:00 AM to 6 PM

Special Marketing and after-hours Events shall be permitted including installation of temporary tents and restroom facilities.

In addition to the above temporary uses, the Sales Center and model area are intended to have a trap fence. Sales Center trap fencing shall be allowed to be placed across private roadways provided emergency vehicle access gates are included with Knox lock system suitable to the City's fire and police departments.

Sales Center, Design Center, Model Homes and Construction Trailers may commence construction upon approval of a Preliminary Plat and final construction plans and completion of a stabilized access to the Sales Center area for emergency vehicles. Any temporary structurally supported covered entry to either the Sales Office or Design Center or Construction Trailer to facilitate entry into the side of either building shall not be subject to side yard setbacks provided the adjoining area is a vacant lot, right-of-way or temporary parking lot. Unless otherwise approved by the City, once the Sales Center and Design Center are done being used, the Applicant shall remove all temporary structures and convert the remaining model to comply with the requirements of this Development Agreement and the City building code.

Q. Lake Winnemissett Drive. The applicant shall dedicate to The City of DeLand right-of-way covering the existing Lake Winnemissett Drive, plus a distance of 10 feet behind the existing curb on each side of the road. The applicant shall also dedicate 20 foot wide drainage easements over existing storm water discharge points from the Lake Winnemissett Drive curb line to the edge of water at Lake Winnemissett.

R. Building or Property Owners Association. The applicant shall form a property owners association(s) for the property, and the charter and by-laws of said association(s) and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within Cresswind DeLand PD, the City of DeLand shall only enforce the provisions of the Development Agreement and City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties. Notwithstanding the foregoing, the City hereby adopts and incorporates into the terms of this Development Agreement certain deed restrictions relating to the use and development of the Property that may be enforced by the City of DeLand as material terms to this Development Agreement:

1) Lake Shore Uses. Except as may be expressly allowed by this Development Agreement, no commercial, residential, agricultural, industrial or other activity

or development shall be undertaken or allowed on the shore of Lake Winnemissett.

2) Removal of Trees from Shore of Lake Winnemissett. Except for removal of trees as reasonably required in connection with the development of the improvements adjacent to the shore of Lake Winnemissett and except for removal of non-native or invasive species, removal of dead, dangerous, damaged or diseased trees and tree limbs, or except for normal and customary trimming of limbs no higher than six (6') feet above ground level in order to enhance the visibility of the Lake from the Property and except for normal and customary trimming of all limbs for safety or storm preparation purposes, except as the result of force majeure, the removal, destruction or damaging of trees within the area between Lake Winnemissett Drive and the shore of Lake Winnemissett shall not be permitted. The POA shall re-establish trees removed, destroyed or damaged in violation of this provision with trees of equivalent or like kind and condition as those removed, destroyed or damaged. Any invasive trees removed along the Lake Winnemissett shoreline will be replaced with Florida-Friendly trees to maintain the natural shoreline and tree canopy over Lake Winnemissett Drive.

3) Prohibited Uses on the Property. Except as may be expressly allowed by this Development Agreement, the Property shall not be used for any purpose other than single family residential uses and ancillary uses to single family residential uses on the Property.

4) Waters. Except as may be expressly allowed under the terms of this Development Agreement, no use, access to, construction, development, filling,

dredging or other modifications shall be allowed in or adjacent to the shore of Lake Winnemissett.

5) Construction and Improvements. Except as may be expressly allowed under terms of this Development Agreement and associated permits issued in connection with the development permitted herein, there shall not be any construction of, or the placing of additional buildings, utilities, infrastructure, roads or other structures or improvements on, under, or adjacent to the shore of Lake Winnemissett.

S. Reverter Provision. The City Commission may rezone the project in the event a final subdivision plat development order is not obtained for any phase of development on or before 5 years from the effective date of this Development Agreement, if necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Commission, for good cause shown, extends the time period indicated in this paragraph.

Provided Developer has commenced development of the project within the 5-year time frame from the effective date and continues to actively develop ongoing phases as demonstrated by issuance of development permits and building permits, then no rezoning by the City shall occur unless otherwise requested by then owner.

T. Binding Effect of Plans; Recording; and Effective Date. Unless otherwise provided for herein, the Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The Cresswind DeLand PD zoning, provisions of the "Development Agreement," and all

approved plans shall run with the land and shall be administered in a manner consistent with Article XII of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended. To the extent the Development Agreement includes references to specific sections of the City of DeLand Land Development Regulations, those references are intended to incorporate the standards in effect as of the date of the Development Agreement. Any subsequent amendments that change the references sections of the Land Development Regulations shall not change the standards incorporated in the Development Agreement.

This Development Agreement and the Ordinance by which it is adopted shall be void and of no force or effect unless, on or before December 31, 2021, either 1) the property described in the attached Exhibit "A" is purchased by the Applicant and a deed for the transfer of such property is recorded in the public records of Volusia County, Florida; or 2) the owner of such property files with the City of DeLand a notice waiving the requirement for the transfer of the property.

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

DONE and ORDERED by the City Commission, City of DeLand, Florida,

this 23rd day of September, 2020.

ATTEST:

Michael Pleus

City Manager

City Commission of DeLand Florida

Robert Apgar

Mayor

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd day of September, by Michael Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Julia M. Hewitt

Commission No.: GG908791

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

Elizabeth F. Williams, Manager

By: Earl W. Colvard

Earl W. Colvard, Manager

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of Sept, by Elizabeth F. Williams and Earl W. Colvard, Manager and Manager of Lake Park Estate LLC, as Owner, who are personally known to me or who have produced _____ as identification.

TINA GILMER
Notary Public - State of Florida
Commission # GG 249702
My Comm. Expires Oct 15, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Tina Gilmer

Tina Gilmer

Commission No.: GG 249702

My Commission Expires: Oct. 15, 2022

WITNESSES:

By: Applicant

KH Acquisitions LLC,

a Florida limited liability company

as contract purchaser

By: The Kolter Group LLC

A Florida limited liability company

Its' Manager

Cindy Cleary

By: _____

William Johnson, Manager

_____

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 22 day of September, by William Johnson, Manager of The Kolter Group LLC, as Applicant, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

SASHA PARADES
MY COMMISSION # GG 146841
EXPIRES: September 28, 2021
Bonded Thru Notary Public Underwriters

Type or Print Name: Sasha Parades

_____

Commission No.: 146841

My Commission Expires: 9/28/21

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

LANDS SITUATED IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOTS 12 THROUGH 17 INCLUSIVE, AND LOTS 28 AND 29, ASSESSORS MAP OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2737.14 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID LOT 28; THENCE RUN NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 18, SAID ASSESSOR'S MAP OF WINNEMISSETT, A DISTANCE OF 1592.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 264 FEET OF SAID LOT 18, THENCE RUN NORTH 01 DEGREES, 31 MINUTES 18 SECONDS WEST, ALONG SAID EAST LINE OF THE WEST 264 FEET, A DISTANCE OF 166.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID LOT 18; THENCE RUN NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 18, A DISTANCE OF 264.12 FEET TO THE WEST LINE OF SAID LOT 18 AND THE WEST LINE OF LOTS 21 AND 22 OF SAID ASSESSOR'S MAP OF WINNEMISSETT; THENCE RUN NORTH 01 DEGREES 31 MINUTES 18 SECONDS WEST, ALONG SAID WEST LINE OF LOTS 18, 21 AND 22, A DISTANCE OF 1079.32 FEET TO THE NORTH LINE OF SAID ASSESSOR'S MAP OF WINNEMISSETT AND THE NORTH LINE OF THE AFORESAID SECTION 13, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, ALONG SAID NORTH LINE OF SECTION 13, A DISTANCE OF 1338.00 FEET TO THE NORTHEAST CORNER OF SAID MAP AND THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1342.24 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, THENCE RUN SOUTH 01 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2824.25 FEET TO THE NORTHEAST CORNER OF THE SOUTH 7/8 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 545.12 FEET TO A POINT ON THE WEST LINE OF THE EAST 545 FEET OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 01 DEGREES 41 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 545 FEET, A DISTANCE OF 1238.51 FEET TO THE NORTH RIGHT-OF WAY LINE OF OLD STATE ROAD 44; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 810.31 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 644.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET AND A CENTRAL ANGLE OF 20 DEGREES 22 MINUTES 00 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 353.84 FEET; THENCE RUN NORTH 34 DEGREES 47 MINUTES 32 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 122.79 FEET; THENCE RUN SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 34 DEGREES 47 MINUTES 32 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.43 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 15 MINUTES 03 SECONDS WEST; A CHORD DISTANCE OF 133.04 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 39 MINUTES 49 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 133.14 FEET; THENCE RUN SOUTH 57 DEGREES 25 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 215.16 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 355.86 FEET; THENCE RUN NORTH 88 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 1285.28 FEET TO THE POINT OF BEGINNING.

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



L E G E N D

- Property Boundary
- Wetland Conservation
- Wetland Impacts
- 56' Right-Of-Way
- 50' Right-Of-Way
- Model Homes, Sales And Design Center
- Community Amenity
- Landscaped Entry Feature
- Utility Easement Open Space
- Other Open Space
- Stormwater Pond
- Tree Preservation Areas:
- Conceptual Trail System
- Right-Of-Way Dedication
- Enhanced Pond Littoral Shelf Planting
- Lakefront Park
- On-Street Guest Parking (2 Spaces, See Sheet P-3)

GRAPHIC SCALE: 1" = ###'

SITE DATA AND OPEN SPACE CALCULATIONS

Description	Ac. +/-	%
Total Site Area:	318.4	
Less Lake Winnemissett Area:	51.7	
Less Lake Winnemissett Road 43' ROW:	3.7	
Net Landward Area:	**263.0**	
Retention Ponds[2]:	27.2	
Tree Preservation Areas (TPA):		
Tree Preservation Areas:	35.5	13.5%
Net Wetland Conservation[1]:	19.0	7.2%
Wetland Setbacks:	4.3	1.6%
Total TPA[3]:	**58.8**	**22.4%**
Open Space		
Other Open Space[4]:	7.3	
Utility Easement:	21.0	
Stormwater Ponds and Pond Banks:	36.0	
Net Wetland Conservation[1]:	19.0	
Wetland Setbacks:	4.3	
Amenity Site[5]:	6.6	
Tree Preservation Areas (TPA):	35.5	
Total Open Space Without TPA:	**94.2**	**35.8%**
Total Open Space With TPA:	**129.7**	**49.3%**
Impervious Surface Ratio (ISR):		
Net Landward Area:	263.0	
Pervious Areas:		
Stormwater Ponds and Pond Banks:	36.0	
Wetlands and Wetland Setbacks:	23.3	
Estimated Pervious Portion of Amenity Center[6]:	3.2	
Other Open Space[4]:	7.3	
Tree Preservation Areas (TPA):	35.5	
Utility Easement:	21.0	
Estimated Pervious Portion of Lots:	23.8	
Estimated Pervious Area of ROW[7]:	5.6	
Total Pervious Area:	155.7	
Total Impervious Area:	**107.3**	**40.8%**

Notes:
1) Area does not include wetland setbacks and deducts 1.2 Acres of proposed wetland impact.
2) Area does not include maintenance berms pond banks.
3) Based on Net Landward Area.
4) Includes open spaces between back-to-back lots, and other inefficient lands adjacent to wetlands that are not proposed to be developed. Available Open Space and final Open Space calculations are subject to final layout, engineering design, and permitting.
5) Entire Amenity Center for Open Space Calculations.
6) Includes sidewalks, buildings, pool and pool deck, parking, tennis and pickleball courts. Based on a conceptual design and is an estimate.
7) For proposed internal roadways (50' and 56' ROW). This calculation will be determined by the number of driveways that extend into the ROW. For planning purposes, it is estimated using an average ISR of the various lot size configurations as shown on the Lot Details diagram on Page 3.

NOTES

1. The Property shall be developed as an Age Restricted (55 and older) active adult development.
2. Sidewalks shall be provided on both sides of local roads in the 56' ROW section. Sidewalks shall only be required on one side of local roads in the 50' ROW section.
3. See Sheet P-4 for phasing and lot size distribution.
4. The open space and common area tracts will be owned and maintained by the Property Owner's Association.
5. A passive park with trail connections to residential development is proposed through the existing power line and gas line easement. The trail shall average 12 feet in width.
6. Tree preservation, buffers, tree removal and planting shall comply with the requirements of the Cresswind DeLand Development Agreement and City of DeLand Land Development Code as amended.
7. All potable water, wastewater and reclaim shall comply with the City of DeLand Land Development Code as amended and the Florida Administrative Code 64E 6.
8. The proposed stormwater system shall comply with the City of DeLand Land Development Code as amended, and the St. Johns River Water Management District requirements.
9. All utility and drainage easements shall be maintained by the Property Owner's Association.
10. Access to the Property may be gated and will be via two entrances along the Old E. New York Avenue.

HEIDT DESIGN
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture
Engineering Business Certificate of Authorization No. 28782
Landscape Architecture Certificate of Authorization No. LC26000485
1130-A Celebration Blvd.
Celebration, FL 34747
Office: (321) 559-8521
Fax: (321) 464-7629
www.HeidtDesign.com

CRESSWIND DELAND PD
DEVELOPMENT PLAN MAP
PREPARED FOR: KH ACQUISITIONS LLC

DATE	DESCRIPTION
10/8/2019	DEVELOPMENT PLAN MAP
12/23/2019	REV. DEV. PLAN MAP
1/22/20	DPM COLOR
10/7/20	DPM COLOR ADDT'L REVISIONS
2/4/20	ADD ENTRY FEATURE
2/24/20	ADD ON-STREET
4/7/2020	UPDATE OPEN SPACE COLORING

Applicant:
Kolter Group Acquisitions LLC
Mr. Scott Morton
105 NE 1st Street
Delray Beach, FL 33444
(561) 515-4450

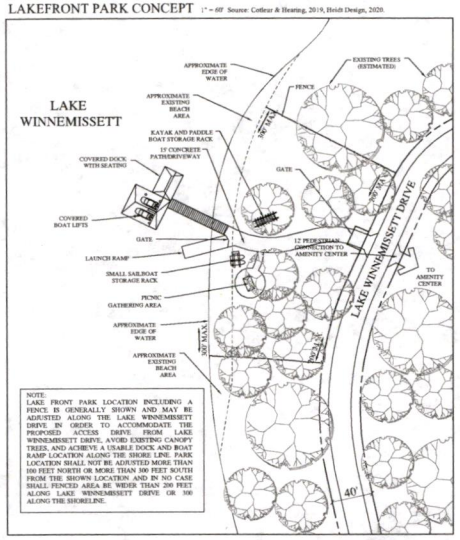
Applicant's Representative:
Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration Boulevard
Celebration, FL 34747
(321) 559-8521

PROJECT NO: KAL LW 1002
DPM REV 1.16.20 Color
DESIGN BY: B. KIRALY
DRAWN BY: B. KIRALY

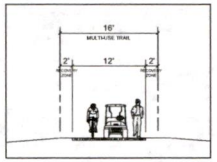
P-2-Color

K:\LAKE WINNEMISSETT\MASTER PLAN\COMMUNITY PLANNING\ZONING\DGN\COLOR VERSION\CRESSWIND P-2 DPM COLOR 4 7 2020.DWG DPM 20121128 1:14 PM BRIAN KIRALY

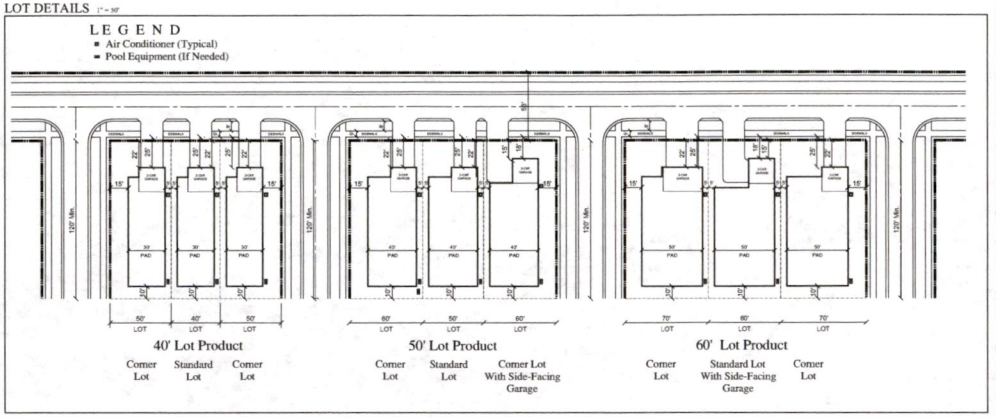
LAKEFRONT PARK CONCEPT 1" = 60' Source: Cotleur & Hearing, 2019, Heidt Design, 2020.



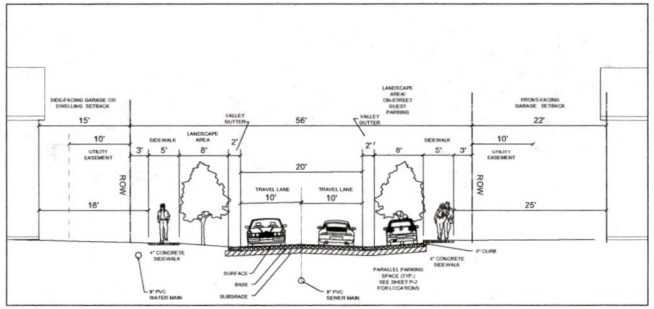
TYPICAL ROAD SECTION 12' MULTI-USE TRAIL 1" = 10'



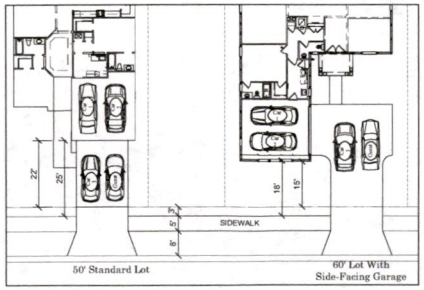
LOT DETAILS 1" = 30'



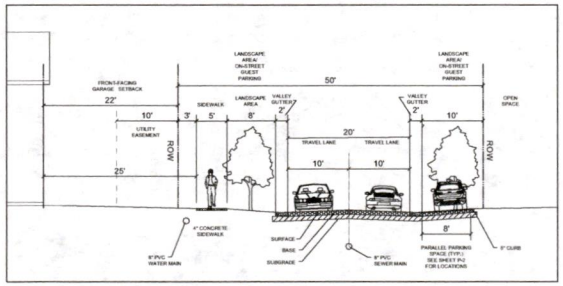
TYPICAL ROAD SECTION 56' ROW 1" = 10'



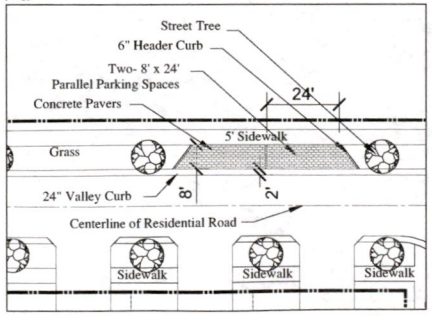
PARKING DETAILS 1" = 20'



TYPICAL ROAD SECTION 50' ROW 1" = 10'



TYPICAL ON-STREET PARKING DETAIL 1" = 20'

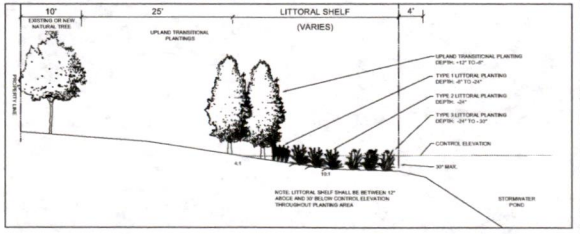


Parking Standards				
# Of Bedrooms	Parking Required	Guest Parking Req'd (@ 0.25 Spaces/DU)	Total Parking Required	Parking Provided
1-3 Bedroom	2	0.5	2.5	4
4 Bedroom	3	0.75	3.75	4

LOT DEVELOPMENT STANDARDS				
Minimum Lot Area:	**4,800 SF**			
Minimum Lot Width:	**40'**			
Minimum Setbacks:		**40' Lots**	**50' Lots**	**60' Lots**
Building				
a. Front		15'	15'	15'
b. Rear		10'	10'	10'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Garage				
Front Facing[1]		22'	22'	22'
Side Facing		15'	15'	15'
Pools, Hot Tubs, Cabanas and Similar Structures				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		5'	5'	5'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Patios, Screened Enclosures:				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		3'	3'	3'
c. Side		5'	5'	5'
d. Side Corner		15'	15'	15'
Fences:				
a. Front		Not Permitted	Not Permitted	Not Permitted
b. Rear		0'	0'	0'
c. Side		0'	0'	0'
d. Side Corner		10'	10'	10'
e. Maximum Height		6'	6'	6'
Minimum Living Area (Heated):	**1,200 SF**			
Maximum Lot Impervious Area:	**75%**			
Maximum Project Impervious Area:	**50%**			
Maximum Building Height Residential:	**35'**			
Maximum Building Height Non-Residential:	**50'**			

Notes:
1) A minimum of 20' from back of sidewalk to face of front-facing garage.

LITTORAL SHELF PLANTING DETAILS 1" = 20'



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Office: (321) 559-8521
Fax: (321) 464-7629
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CRESSWIND DELAND PD

DETAILS

PREPARED FOR: KH ACQUISITIONS LLC

N:\LAKE WINNEMISSETT\MASTER PLAN\COMMUNITY PLANNING\DWG\CAD\CRESSWIND P-3 DETAILS 7 10.2020.DWG-DETAILS 2014/11/19 12:59 PM BRIAN KRALY

DATE	DESCRIPTION
10/5/2019	DETAILS-FINAL
12/3/2020	REVISED DETAILS
1/27/2020	REVISED DETAILS
1/27/2020	REVISED DETAILS
2/24/2020	REVISED DETAILS ADD ON-STREET
2/25/2020	REVISED DETAIL
4/7/2020	UPDATE WATERFRONT PARK
5/14/2020	UPDATE PARK ADD ON-STREET
7/16/2020	ADD PARK FENCE AND NOTE

Applicant:
Kolter Group Acquisitions LLC
Mr. Scott Morton
105 NE 1st Street
Delray Beach, FL 33444
(561) 515-4450

Applicant's Representative:
Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration Boulevard
Celebration, FL 34747
(321) 559-8521

PROJECT NO: KAL LW 1002
FILE: DETAILS
DESIGN BY: B. KIRALY
DRAWN BY: B. KIRALY

P-3

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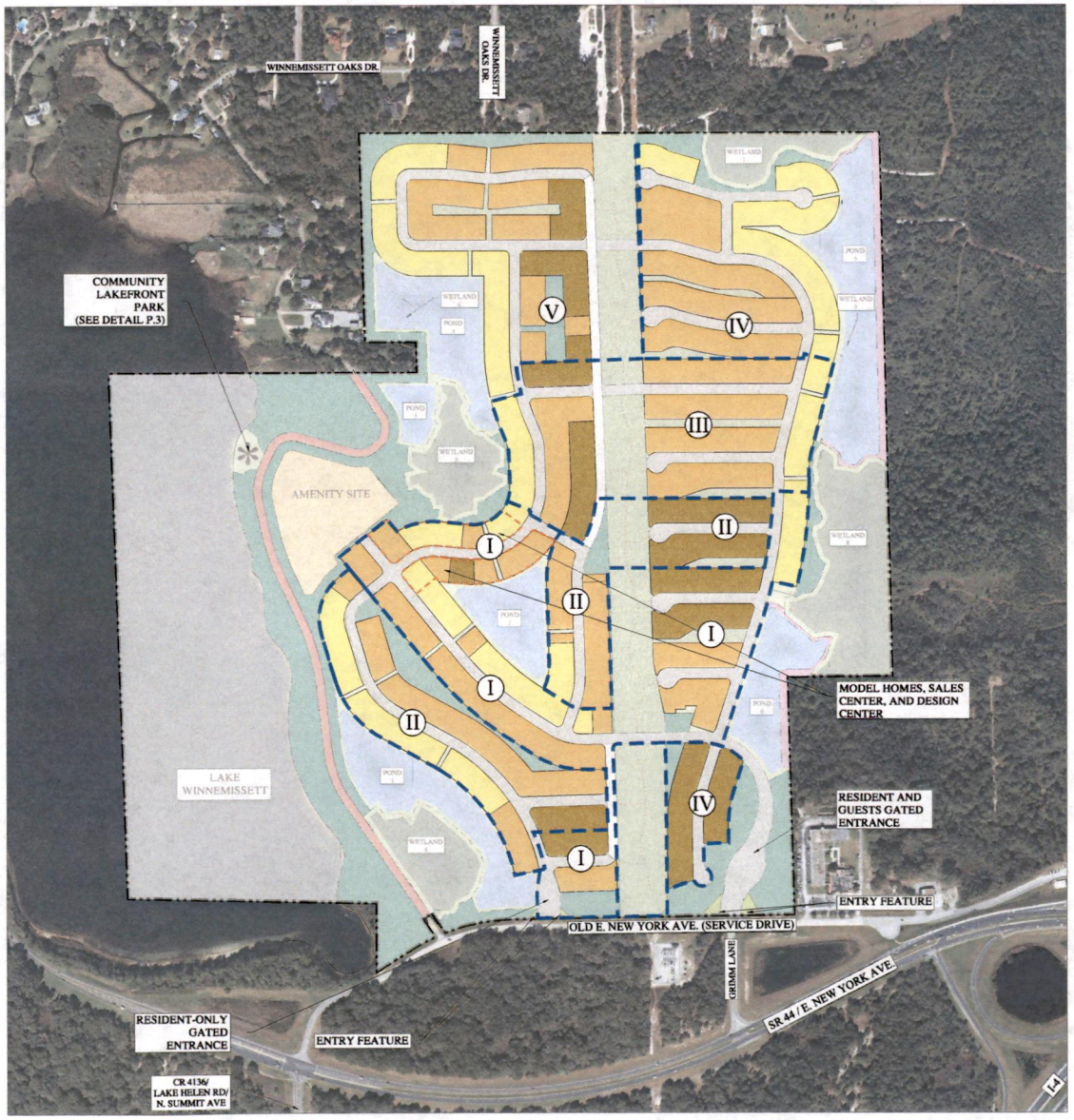

L E G E N D

- 40' Lots
- 50' Lots
- 60' Lots
- Phase Line
- Model Center Area

GRAPHIC SCALE: 1" = ###'

PRELIMINARY LOT AND PHASE SUMMARY						
LOT SIZE	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	TOTAL
40'	35	37	22	27	25	146
50'	72	62	69	59	51	313
60'	32	27	20	29	30	138
SUBTOTAL	139	126	111	115	106	597

NOTES

Disclaimer:
This plan is preliminary and conceptual in nature and is provided for conceptual review. The lot arrangements, amenity design, and waterfront park design are subject to revision pending detailed engineering design, permitting, and platting tasks.

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Fax: (321) 464-7629
www.HeidDesign.com

CRESSWIND DELAND PD
DEVELOPMENT PLAN MAP
PREPARED FOR: KH ACQUISITIONS LLC

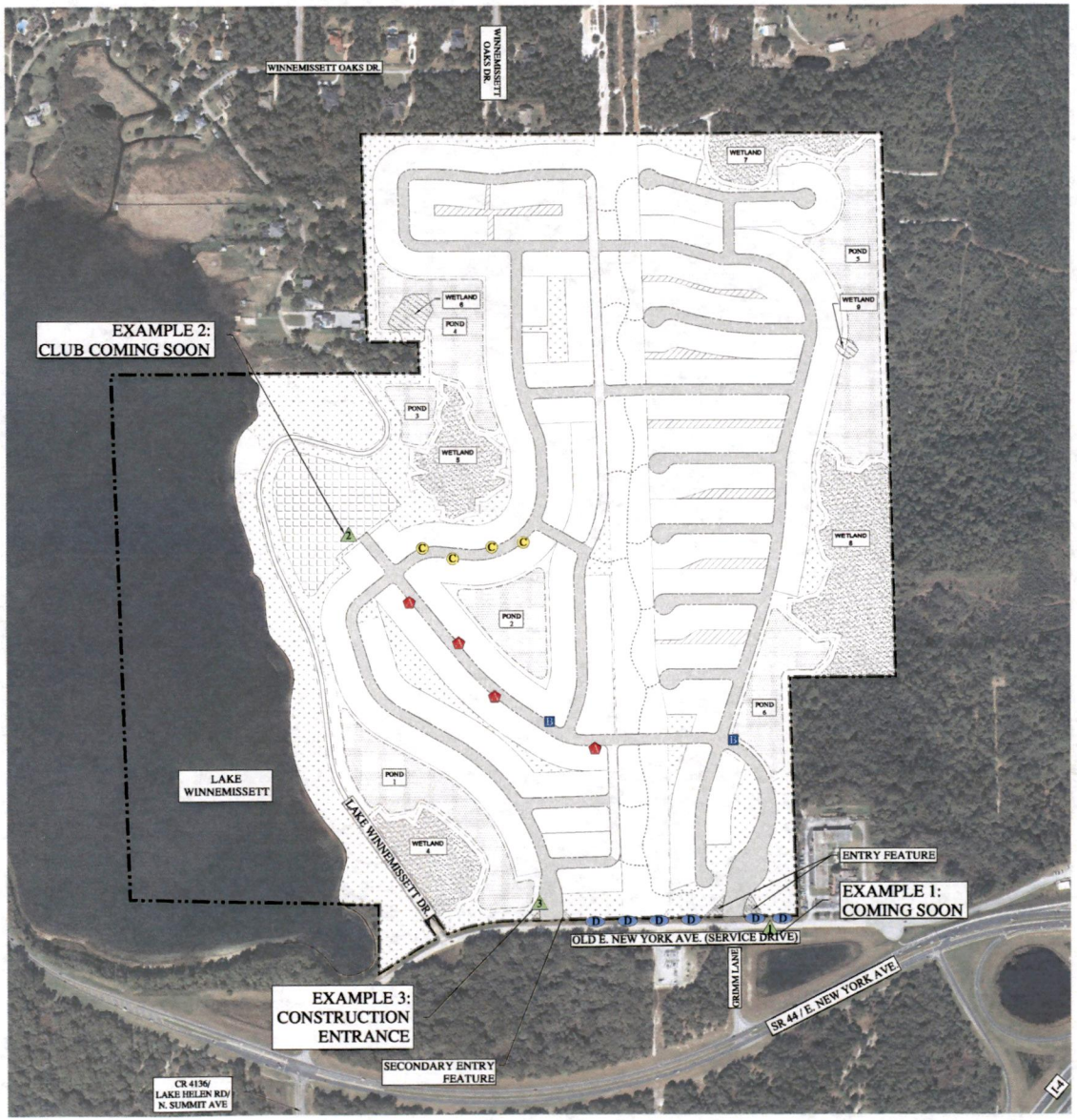
DATE	DESCRIPTION
10/5/2018	DEVELOPMENT PLAN MAP
12/27/2019	REV. PER PLANNING LOT LAYOUT
1/22/2020	COLORED PLANNING LOT LAYOUT
1/30/2020	ADD ENTRY FEATURE

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-4-Color



SIGN LEGEND

- A — Sign Type A: Burma Shaves/ Banners
- B — Sign Type B: Directional Signs
- C — Sign Type C: Flag Pole Banners
- D — Sign Type D: After Opening Flags
- 1 — Example 1: Coming Soon
- 2 — Example 2: Club Coming Soon
- 3 — Example 3: Construction Entrance

0 300 600
GRAPHIC SCALE: 1" = 300'

SIGN IMAGES

Sign Type A: Burma Shaves or Banners Pending Light Posts



Sign Type B: Directional Signs 24" x 36" or 18" x 36"





Sign Type C: Flag Pole Banners Pending Light Poles 24" x 44"

Sign Type D: After Opening Flags Range from 10' to 15' In Height





Example 1: Coming Soon 4' x 8'



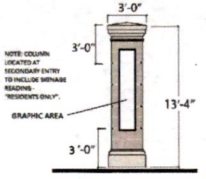
Example 2: Club Coming Soon 8' x 16'



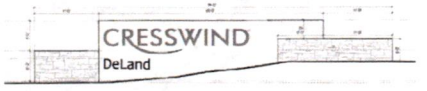


Example 3: Construction Entrance 4' x 8'

Secondary Entrance Feature Concept



Main Entrance Feature Concept



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CRESSWIND DELAND PD
SIGNAGE
PLAN AND DETAILS
PREPARED FOR: KH ACQUISITIONS LLC

DATE	DESCRIPTION
10/10/2019	SIGNAGE PLAN
12/31/2019	SIGNAGE PLAN REVISIONS
2/3/20	ADD PRIMARY ENTRY SIGN
2/5/20	ADD SECONDARY ENTRY SIGN

Applicant:
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Mr. Scott Morton
105 NE 1st Street
Delray Beach, FL 33444
(561) 515-4450

Applicant's Representative:
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Mr. Michael Holbrook
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Celebration, FL 34747
(321) 559-8521

PROJECT NO:	KAL LW 1002
CRESSWIND P-5 SIGNAGE 2.5.20	
DESIGN BY:	B. KIRALY
DRAWN BY:	B. KIRALY

P-5

K:\LAKE WINNEMISSETT\MASTER PLAN\COMMUNITY PLANNING\ZONING\DCA\CRESSWIND P-5 SIGNAGE 2.5.20.DWG SIGNAGE 2014/11/16 12:59 PM BRIAN KIRALY

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THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Susan Stanford

who, on oath says that she is .....

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia County, Florida; the attached copy of advertisement, being a .....

PUBLIC NOTICE

L 2365041

in the Court,
was published in said newspaper in the issues.....

AUGUST 14, 2020

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

.....

Sworn to and subscribed before me

This **14th** of **AUGUST**

A.D. 2020

Cynthia Anderson

49D

CYNTHIA ANDERSON
State of Florida-Notary Public
Commission # GG 155574
My Commission Expires
October 29, 2021

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF DELAND, FLORIDA

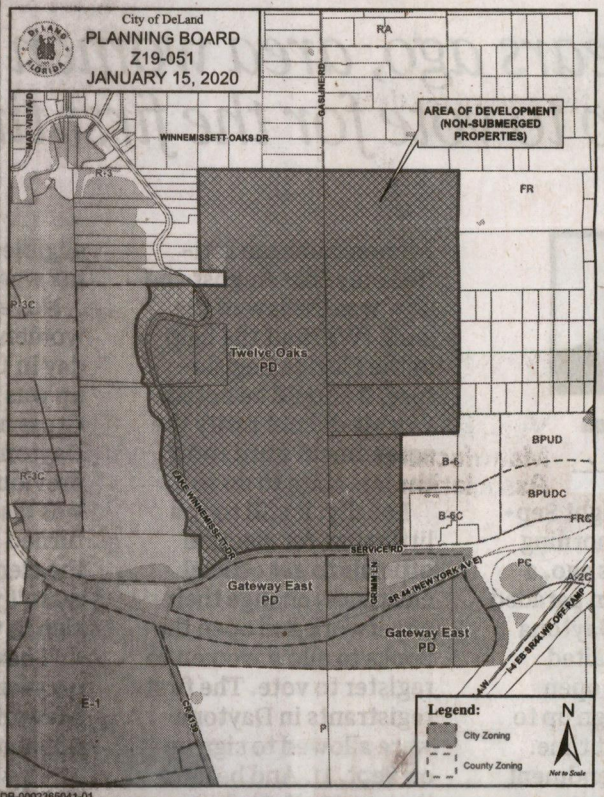
NOTICE IS HEREBY GIVEN that there will be a Public Hearing on the following Ordinance on Tuesday, August 25, 2020 at a special meeting of the DeLand City Commission. The meeting will take place at 6:00 P.M. in the City Commission Chambers, 120 South Florida Avenue, City Hall. All interested parties are invited to attend and be heard on the matter.

Any person who wishes to appeal any decision made by the City Commission with respect to any matter considered at this meeting will need a record of the proceeding and, thus, may need to ensure that a verbatim record of the proceeding is made, including the testimony and evidence upon which an appeal may be based.

The original of the ordinance is on file in the office of the City Clerk and may be inspected Monday through Friday from 8:00 A.M. to 5:00 P.M.

ORDINANCE NO. 2020 - 19

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM TWELVE OAKS PLANNED DEVELOPMENT TO CRESSWIND DELAND PLANNED DEVELOPMENT, ON PROPERTY LOCATED EAST OF LAKE WINNEMISSETT AND NORTH OF THE OLD ALIGNMENT OF EAST STATE ROAD 44 (SERVICE ROAD); APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY +/- 318.4 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.



THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Kutak Rock Llp
Kutak Rock Llp
Po Box 10230
Tallahassee FL 32302-2230

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Main Legal CLEGL, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

10/23/2023, 10/30/2023, 11/06/2023, 11/13/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/13/2023

Legal Clerk

Notary, State of WI, County of Brown

3/7/27

My commision expires

Publication Cost:	$2765.00	
Order No:	9422413	# of Copies:
Customer No:	763357	1
PO #:	Cresswind Deland	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY COMMISSION OF THE CITY OF DELAND
NOTICE OF PUBLIC HEARING

Petition to Establish the Cresswind DeLand Community Development District

Notice is hereby given that a public hearing will be held by the City Commission of the City of DeLand (**"Commission"**) on **Monday, November 20, 2023,** at **7:00 p.m.**, or as soon thereafter as possible, at City Hall, Commission Chambers, located at 120 South Florida Avenue, DeLand, Florida 32720, in order to consider the adoption of the following proposed Ordinance (**"Proposed Ordinance"**) on second reading:

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 AND AN EFFECTIVE DATE.

Consideration of the Proposed Ordinance may be continued to a subsequent meeting provided the date, time, and location of the subsequent meeting is publicly stated on the record at the meeting. All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the Petition and/or Proposed Ordinance. A copy of the Proposed Ordinance and other pertinent materials are available in the City Clerk's Office, City Hall, 120 S. Florida Avenue, DeLand, Florida, (386) 626-7132.

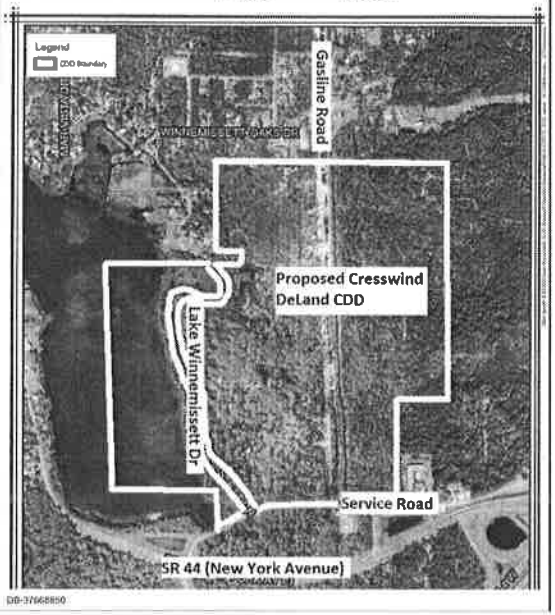
In compliance with the provisions of Chapter 190, Florida Statutes (**"Act"**), such public hearing will be held by the Commission to consider a petition filed by KH CW DeLand, LLC (**"Petitioner"**) requesting the Commission enact the Proposed Ordinance to establish a uniform community development district within the City of DeLand (**"City"**) to be known as the "Cresswind DeLand Community Development District" (**"District"**). The Petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law. The City will comply with Section 190.005((2), Florida Statutes, and other controlling law, in conducting this public hearing. The purpose of this hearing is, among other things, to consider the relationship with the petition as submitted by Petitioner to the six factors listed in Section 190.005(1)(e), Florida Statutes.

The proposed land to be served by the District is located wholly within the City and is comprised of approximately 318.4+/- acres. The proposed District lands is generally located east of Lake Winnemissett, south of Daytona Park Estates, and north of the old alignment of E. SR-44. The external boundaries of the District are outlined in the map depicted in this Notice.

A community development district is a local unit of special purpose government created pursuant to the Act and subject to State and local regulatory requirements governing the lawful use and development of property. Establishment of a community development district pursuant to the Act is not a development order under Chapter 380, *Florida Statutes*. All planning, permitting and other regulatory requirements pertaining to development within the land area will be in accordance with general and special law and applicable City codes and ordinances. The processes herein set forth deal only with the factors to be considered in establishing a uniform community development ordinance as an alternative for managing and financing certain basic services for community development, all pursuant to City permits. The City will comply with Section 190.005(2), *Florida Statutes*, and other controlling law, in conducting this public hearing. The purpose of this hearing is, among other things, to consider the relationship of the Petition as submitted by Petitioner to the six factors listed in Section 190.005(1)(e), *Florida Statutes*.

In accordance with the Americans with Disabilities Act, persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at (386) 626-7132, at least 48 hours in advance of the hearing. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Advice to the public: Any persons or affected unit of general-purpose local government who wish to appeal any decision made by the Commission with respect to any matter considered at the public hearings will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based (Fla. Stat. 286.0105). The City does not provide a written verbatim record.



DB-37668850

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Interlocal Agreement for the Cresswind DeLand Community Development District.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Interlocal Agreement - Cresswind DeLand, Exhibit A- Legal Description, Proposed Infrastructure Plan, Letter re Cresswind DeLand CDD Advantages 4888-6995-8277 v.1

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

This is a companion resolution to Ordinance 2023-1486 which established the Cresswind DeLand Community Development District. The adopted 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. This 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 this interlocal agreement are 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 has the opportunity to review and, if desired, require other provisions be added to this interlocal agreement and has complete discretion as to whether to agree upon and approve any particular terms of this interlocal agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving a 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 interlocal agreement as it relates to the adopted Cresswind DeLand CDD.

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.

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: _____

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 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

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Jere L. Earlywine
850.528.6152
jere.earlywine@kutakrock.com

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.

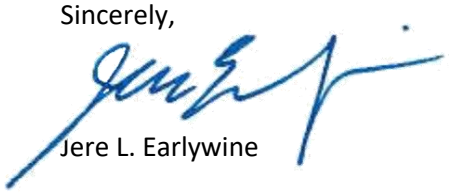
12. **Accountability** – CDDs are subject to Florida's Sunshine Laws, Public Records Laws, Ethics Laws for Public Officers, and governmental accounting requirements. As such, CDD meetings and records are more accessible, and CDDs are typically more accountable than HOAs.

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:



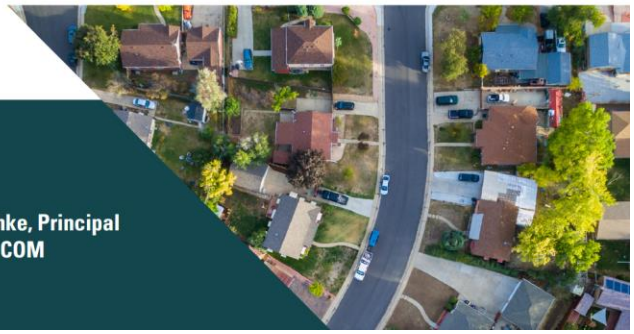
RANK	MPC	CITY, STATE	DEVELOPER	SALES		
				2022	2021	%Δ
1	The Villages	The Villages, Florida	The Villages	3,923	4,004	-2%
2	Lakewood Ranch	Sarasota, Florida	Schroeder-Manatee Ranch, Inc.	1,846	2,574	-28%
3	Silverleaf	St. Augustine, Florida	Hutson Companies	1,034	929	11%
4	Cane Bay Plantation	Charleston, 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	SALES 2021	SALES %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	-20%	
			2021 Top-50 Total	39,228		

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,

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

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Second Reading of Ordinance No. 2023-27, Granting a Petition to Create the Kepler Road Community Development District. First Reading 11-06-2023.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: ORD-2023-27 , Resolution Denying Kepler Road CDD, CDD Policy Resolution 2020-58, Petition Packet - Kepler Road CDD, Kepler Road CDD Engineer's Report For Support, Memo Review of Kepler CDD Petition, 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, Trinity Gardens Recorded PD, Affidavit of Publication of Establishment Hearing Notice - Kepler Road

APPROVED BY: Michael Pleus, City Manager, November 15, 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 and has complete discretion as to whether to agree upon and approve any particular terms of an interlocal agreement.

First reading related to this petition was held on November 6, 2023.

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- 27

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 Statues*, 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 20th day of November, 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: November 06, 2023.
Adopted on second reading: November 20, 2023,

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind, City Attorney

4869-7611-9111.4

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

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 means 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

PETITION TO ESTABLISH KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Sarah R. Sandy
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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.

[Remainder of page intentionally blank]

RESPECTFULLY SUBMITTED, this 7th day of November 2022.

KUTAK ROCK LLP

BY:_____

Sarah R. Sandy
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Michelle K. Rigoni
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KUTAK ROCK LLP
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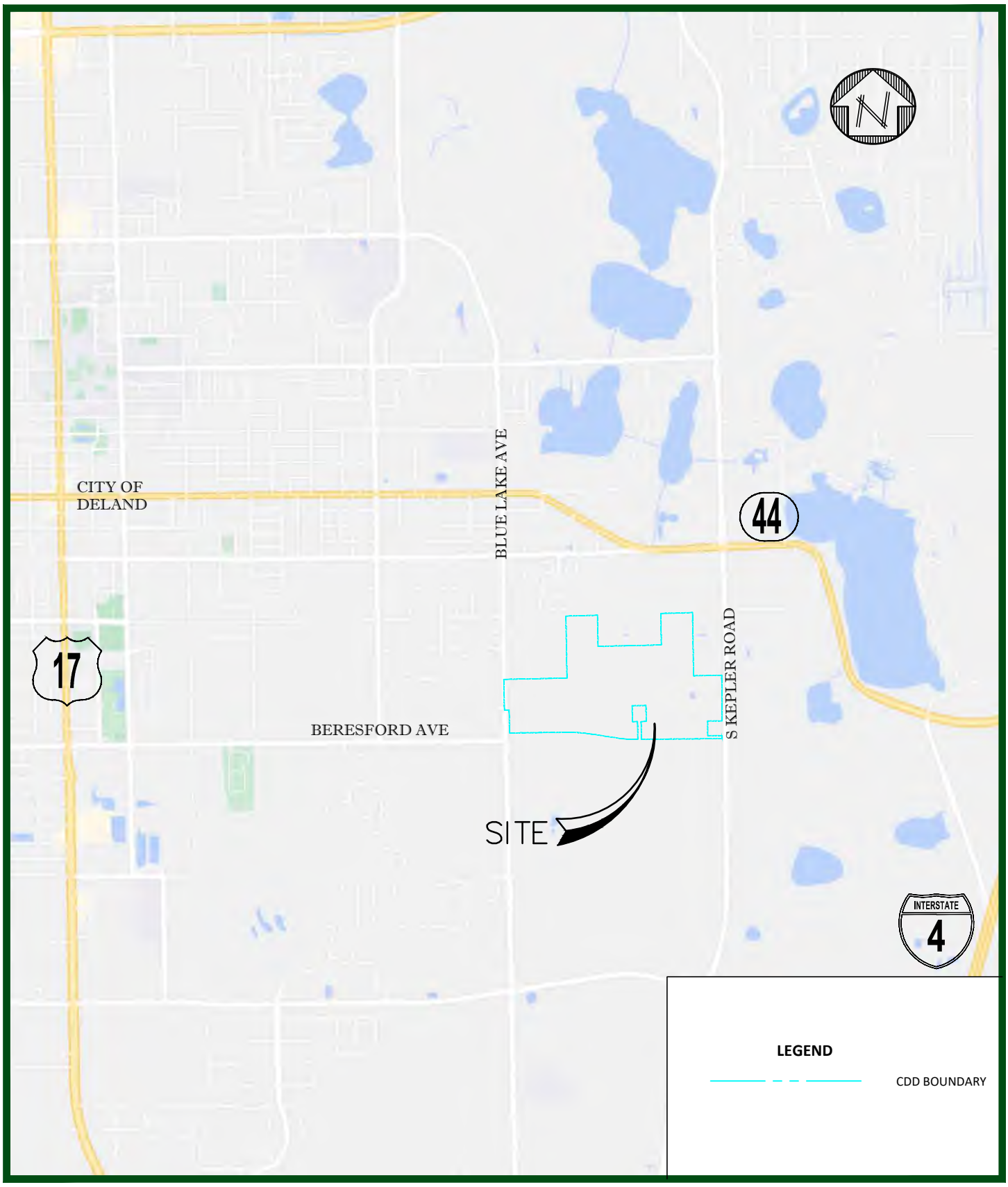
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)

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.	Scale: 1:2800	**LOCATION MAP**
ENGINEERING / PLANNING	Date: 09/08/2022	
	S: 14 T: 17 R: 30	
	Job # : 1503.000	Exhibit: KEPLER ROAD CDD
	Drawn by: DSR	Source: KCG
	Appvd. by: GPR	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 & TOPOPGRAPHIC 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.

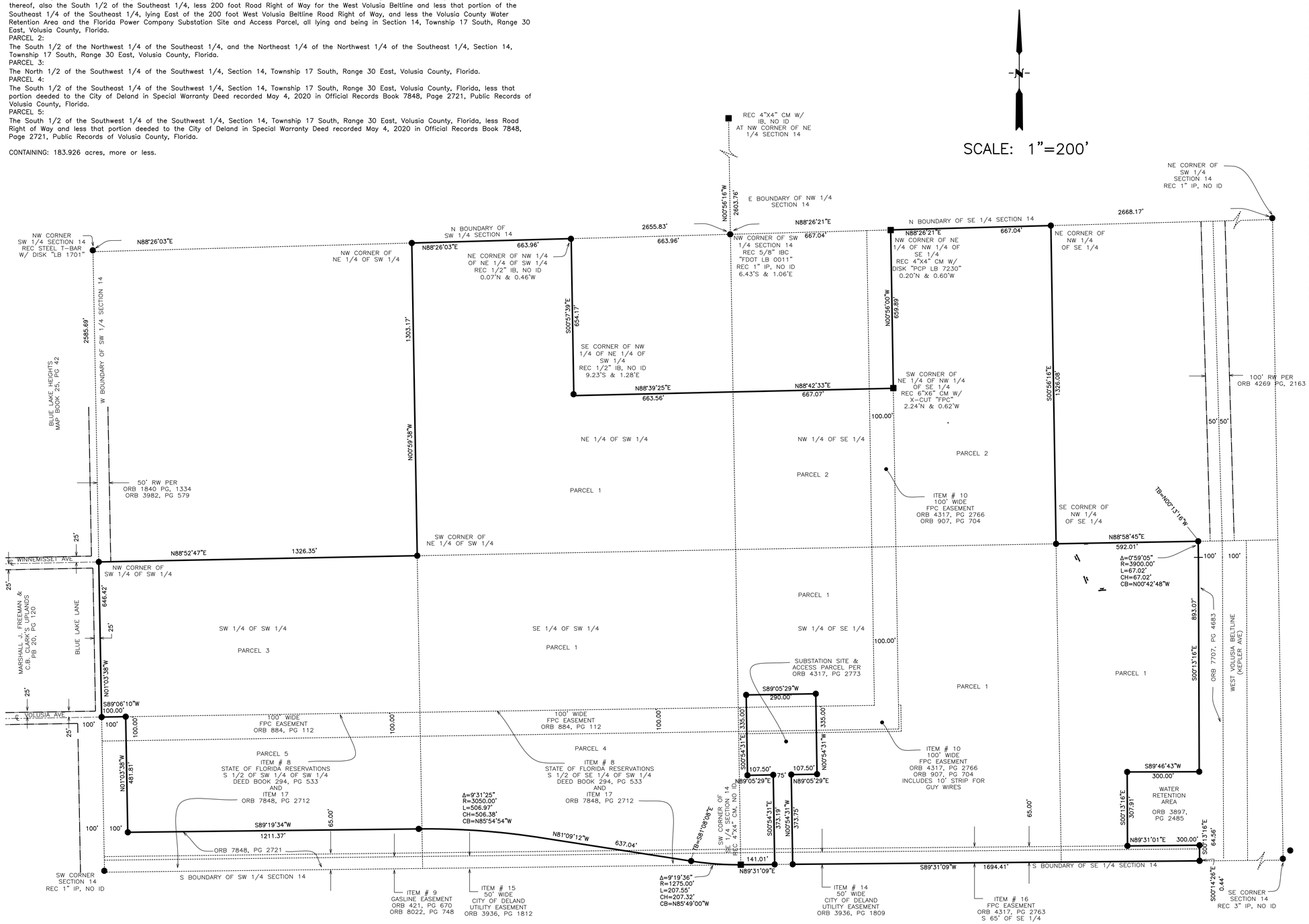
PARCEL 2:
The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

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
1. This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
2. 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.
3. A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RTG2120856 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
BNDY	= BOUNDARY
℄	= 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

MEMBERS F.S.M.S.
JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9645 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 5047 DANIEL E. GENTRY REGISTERED SURVEYOR AND MAPPER

FOR: HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE 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

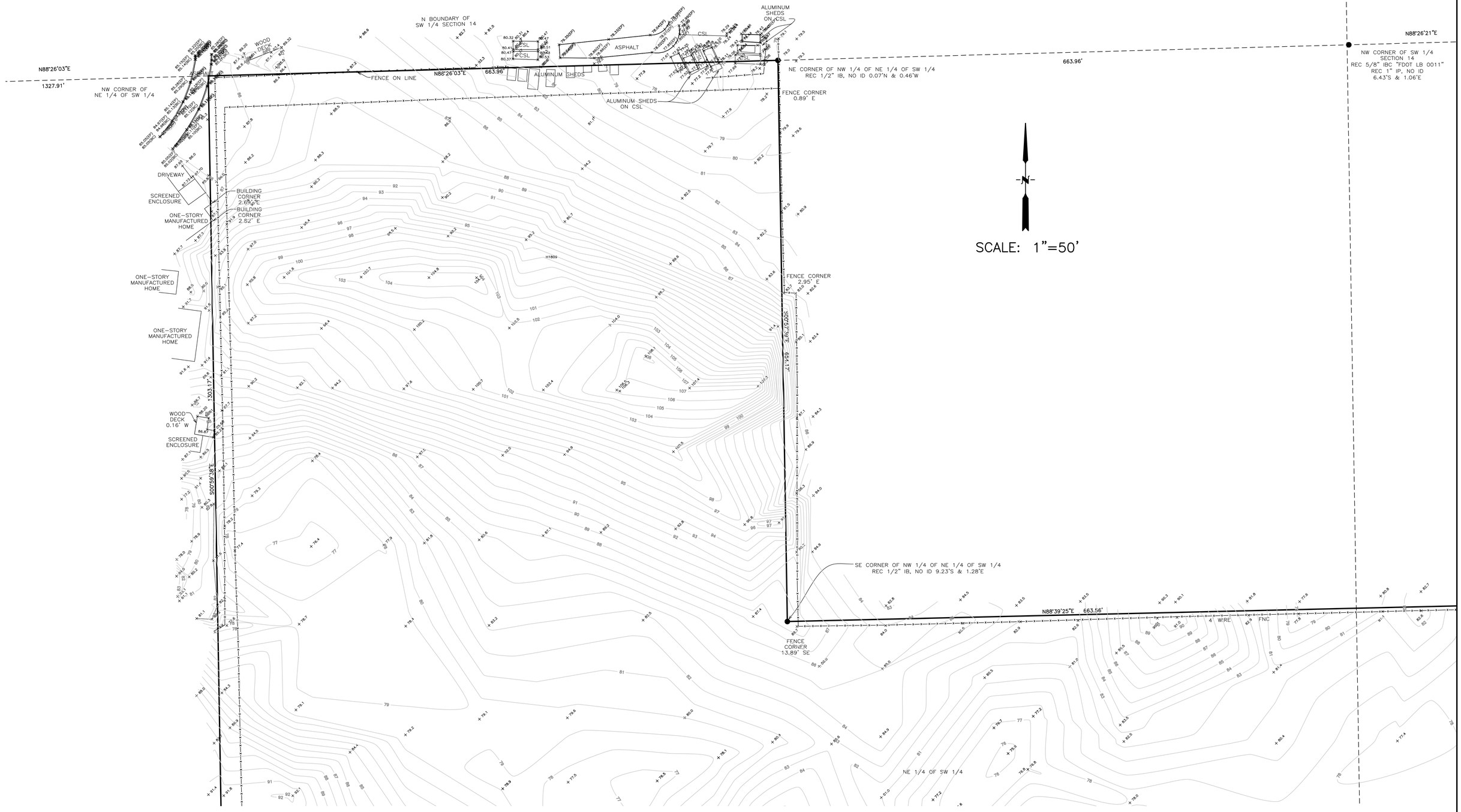
07-12-22 REVISED WETLANDS #4 AND #6

BOUNDARY & TOPOGRAPHIC SURVEY

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: HANOVER LAND COMPANY, LLC

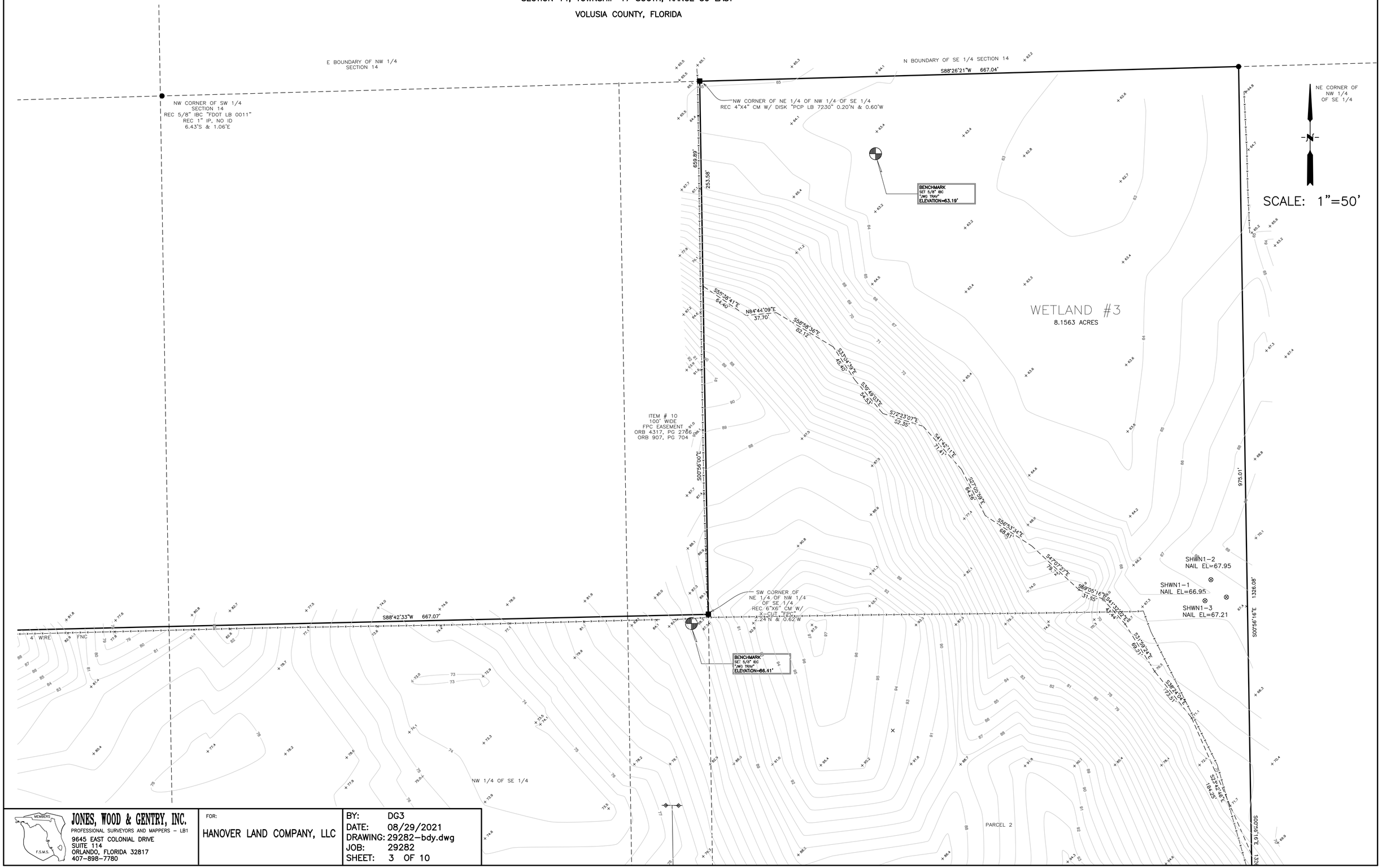
BY: DG3
DATE: 08/29/2021
DRAWING: 29282-bdy.dwg
JOB: 29282
SHEET: 2 OF 10

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
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ORLANDO, FLORIDA 32817
407-898-7780

FOR:
HANOVER LAND COMPANY, LLC

BY: 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 - LB1
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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



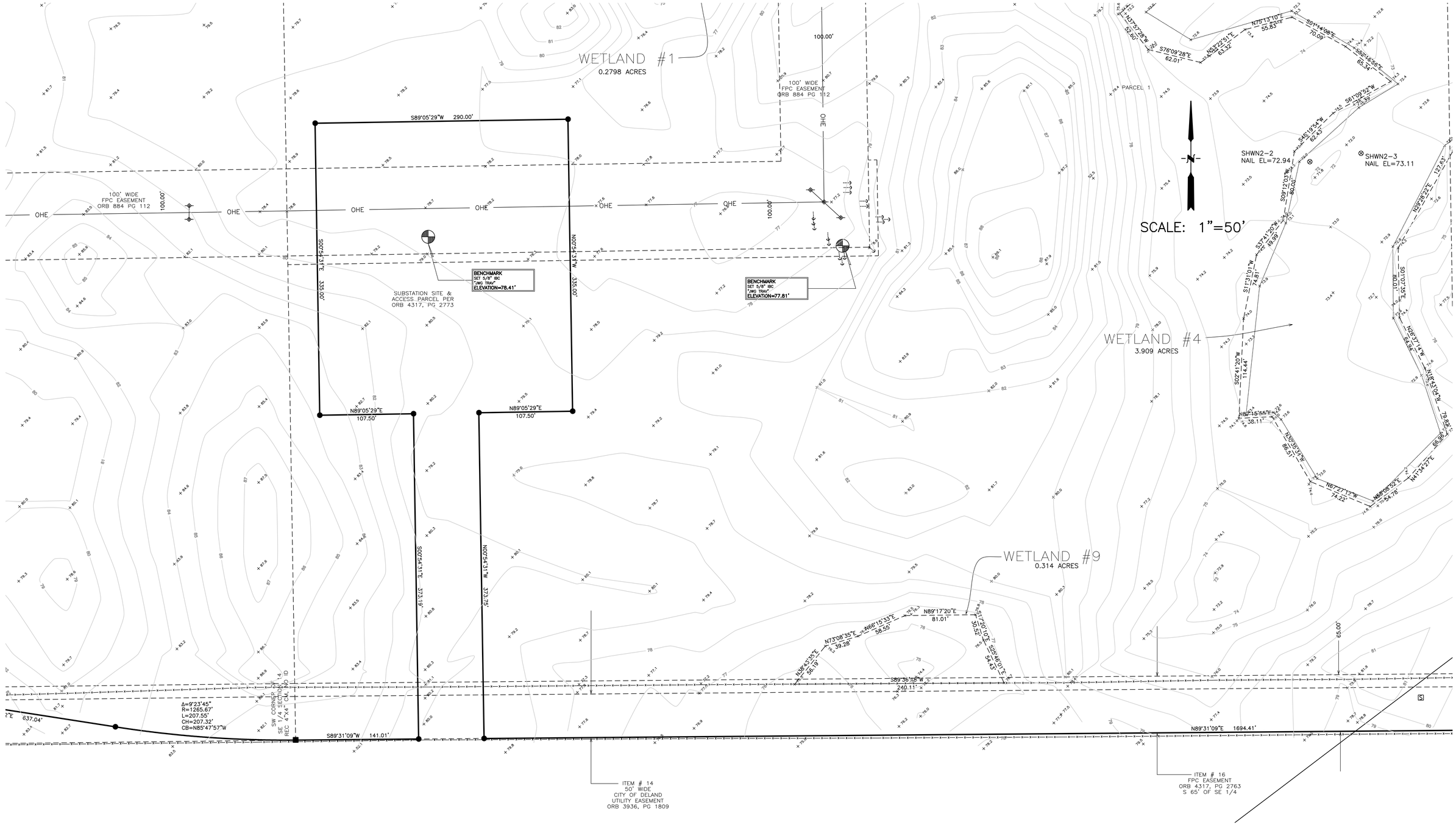
JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS – LB1 9645 EAST COLONIAL DRIVE SUITE 114 ORLANDO, FLORIDA 32817 407-898-7780	FOR: HANOVER LAND COMPANY, LLC	BY: DG3 DATE: 08/29/2021 DRAWING: 29282-bdy.dwg JOB: 29282 SHEET: 5 OF 10

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 – 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: 6 OF 10

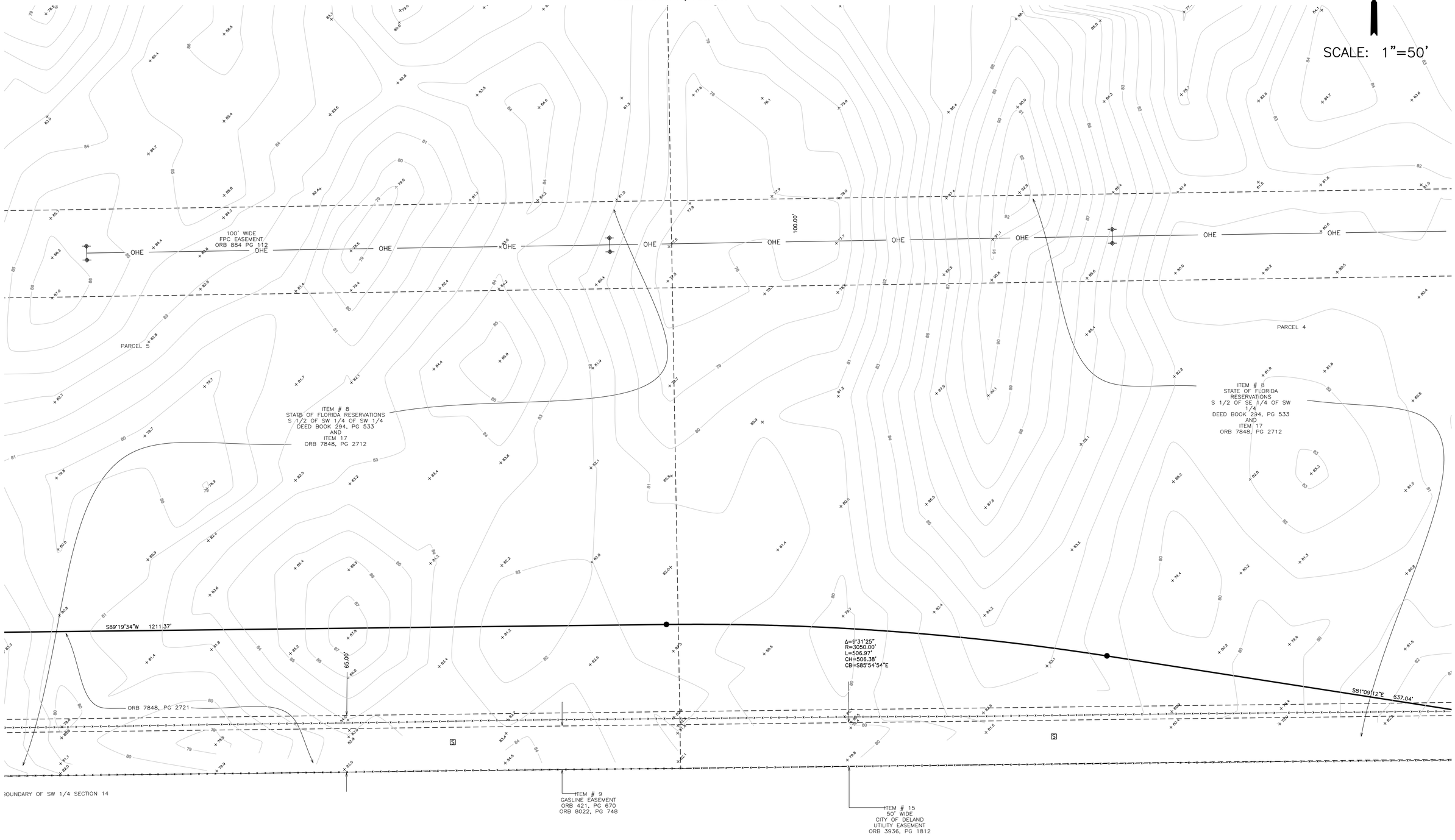
BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST

VOLUSIA COUNTY, FLORIDA

SCALE: 1"=50'



MEMBERS
F.S.M.S.

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

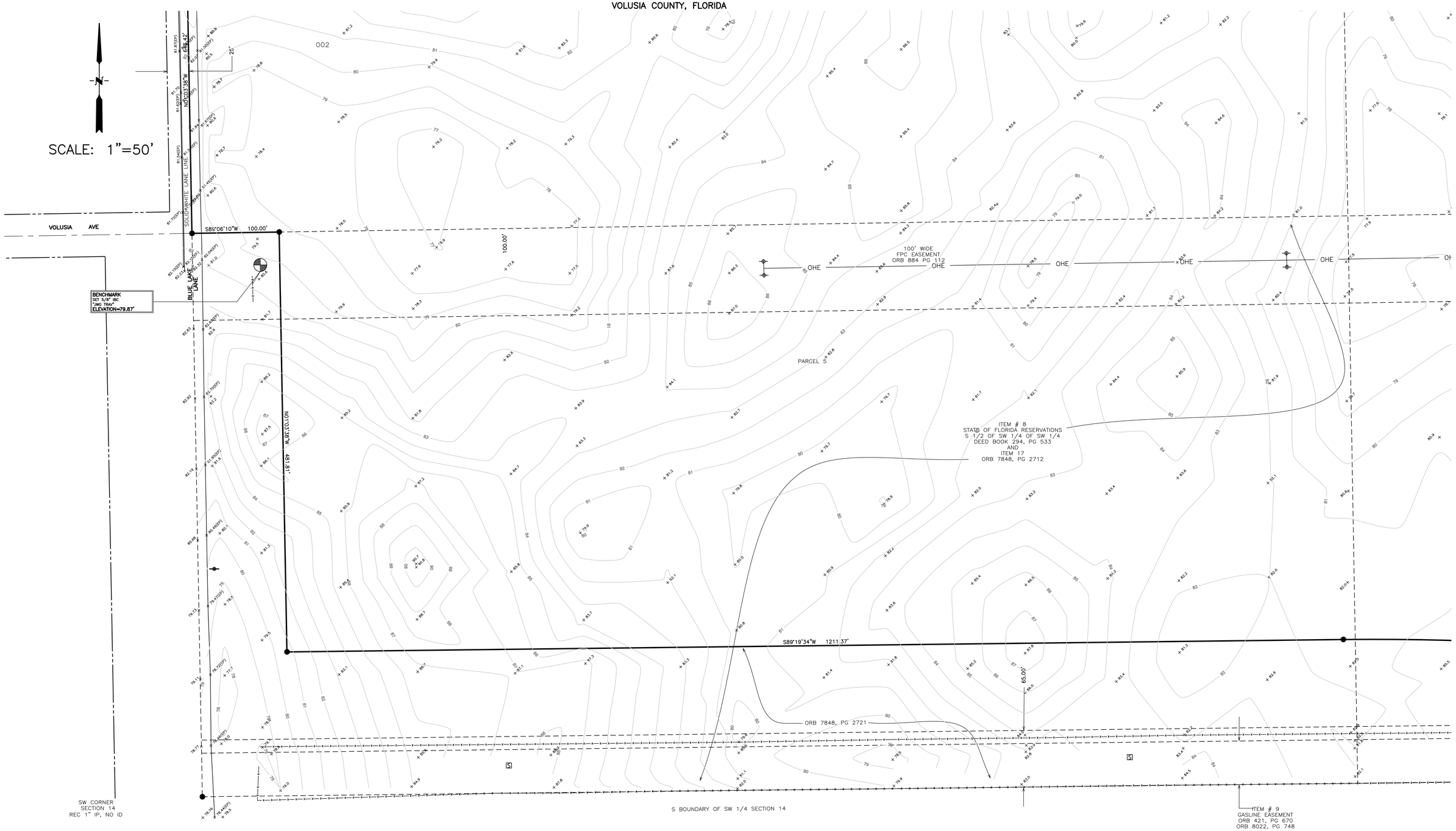
BY: DG3
DATE: 08/29/2021
DRAWING: 29282-bdy.dwg
JOB: 29282
SHEET: 7 OF 10

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: HANOVER LAND COMPANY, LLC	BY: DG3 DATE: 08/29/2021 DRAWING: 29282-bdy.dwg JOB: 29282 SHEET: 8 OF 10

BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST

VOLUSIA COUNTY, FLORIDA

50' RW PER
ORB 1840 PG. 1334
ORB 3982, PG 579

WINNEMISSET AVE

25'

GRAVEL DRIVEWAY

NW CORNER OF
SW 1/4 OF SW 1/4

N80°52'47"E 1326.35'

SW CORNER OF
NE 1/4 OF SW 1/4

S00°59'36"E
1303.17'

SOLD WHITE LANE

MARSHALL J. FREEMAN &
C.B. CLARK'S UPLANDS
PB 20, PG 120

BLUE LAKE LANE

SW 1/4 OF SW 1/4

PARCEL 3

002

N00°03'38"W
646.42'

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

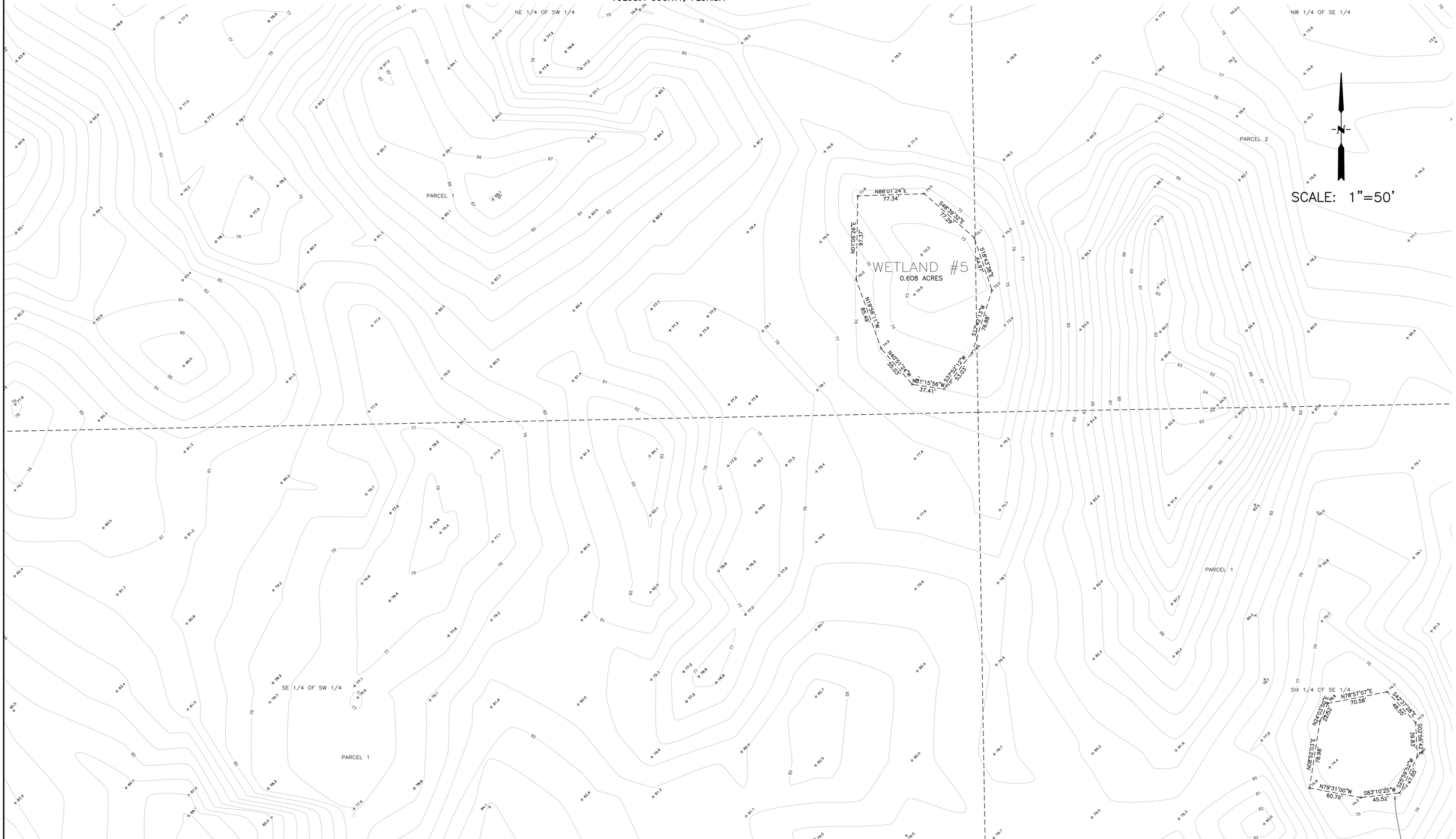
BY: DG3
DATE: 08/29/2021
DRAWING: 29282-bdy.dwg
JOB: 29282
SHEET: 9 OF 10

BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST

VOLUSIA COUNTY, FLORIDA



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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 Lewis

Print Name: Ben Snyder

TLC TRINITY GARDENS, LLC
a Florida limited liability company

By:
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

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.

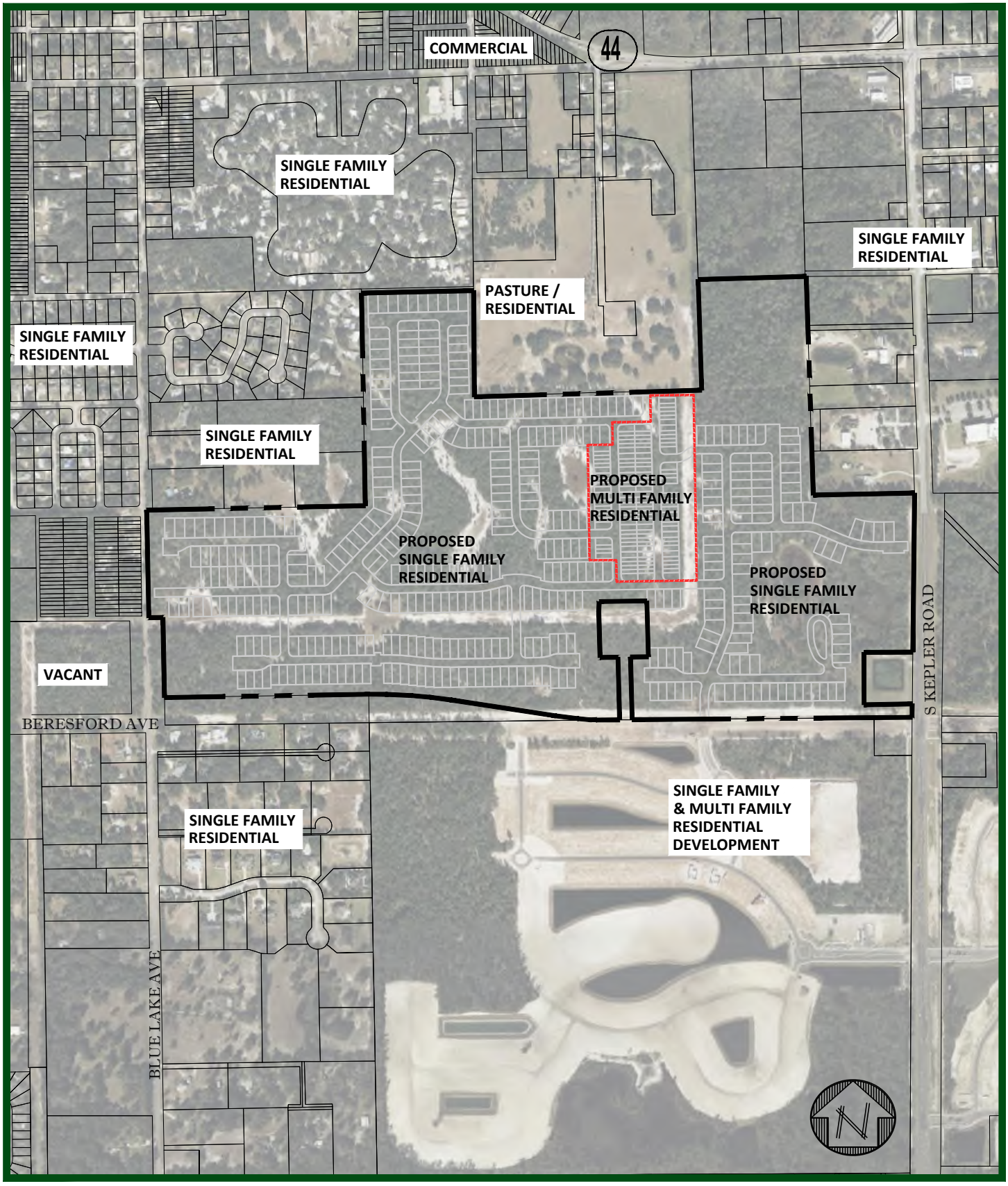
Being more particularly described as follows:

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

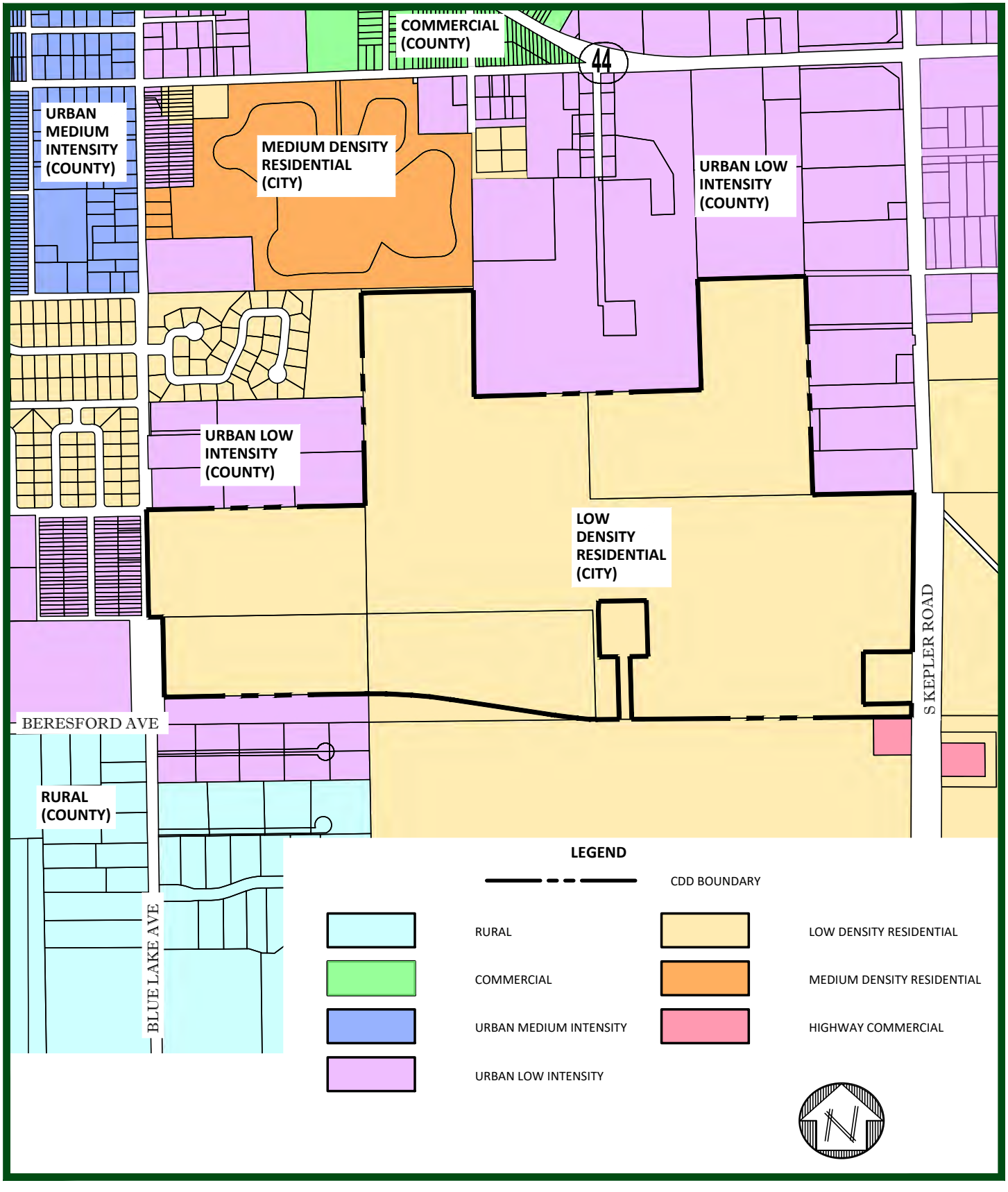
the end of said curve; thence South 89 degrees 19 minutes 34 seconds West 1211.37 feet to a point on the East right of way line of South Blue Lake Avenue per Deed Book 306, Page 251 of the Public Records of Volusia County, Florida and Volusia County right of way map Project 1358; thence North 01 degrees 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 Date: 09/08/2022 S: 14 T: 17 R: 30 Job # : 1503.000 Drawn by: DSR Appvd. by: GPR	**EXISTING LAND USE** Exhibit: KEPLER ROAD Source: KCG Area: VOLUSIA COUNTY, FL 1 of 1



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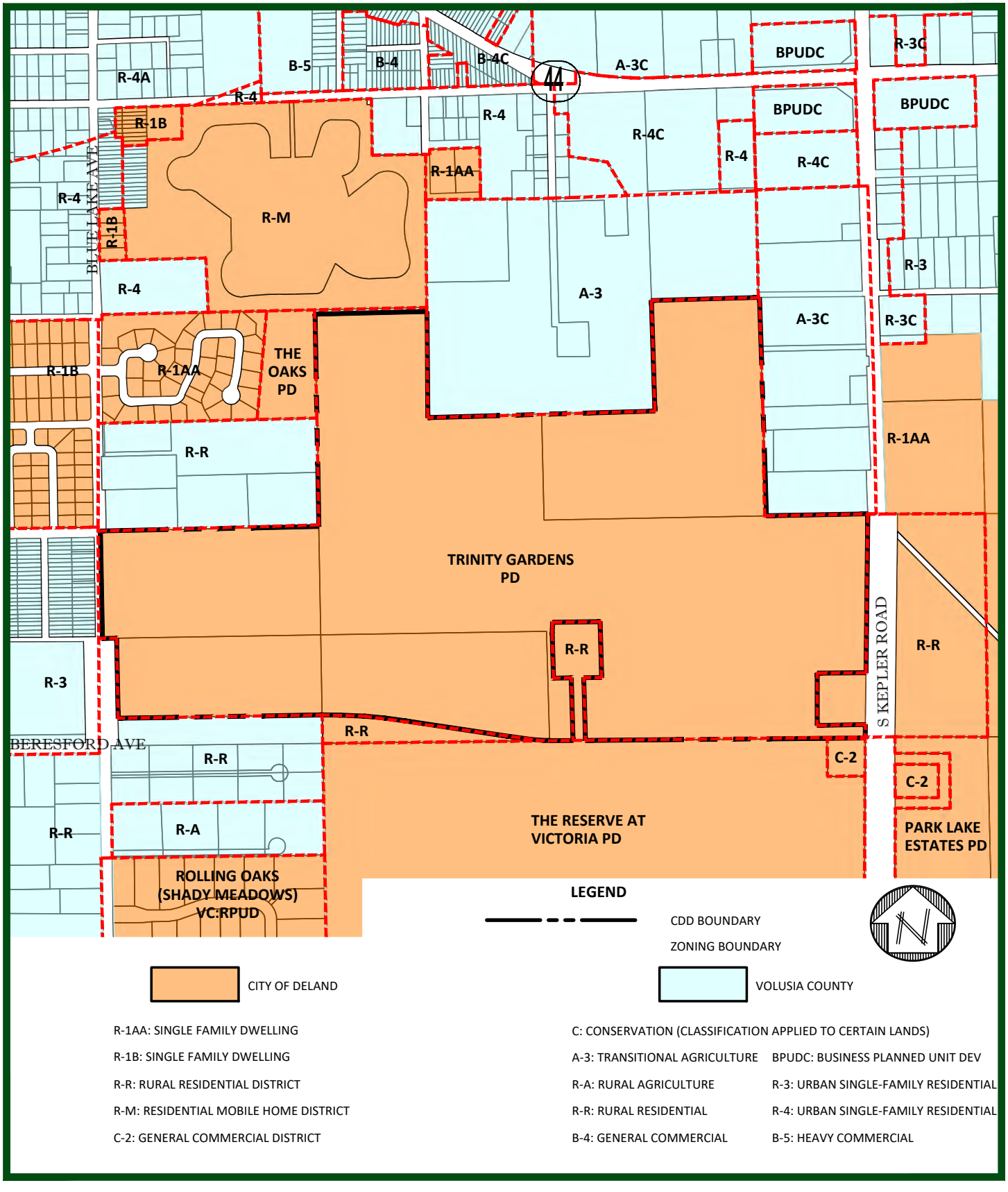


KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING	Scale: 1:800 Date: 09/08/2022 S: 14 T: 17 R: 30 Job # : 1503.000 Drawn by: DSR Appvd. by: GPR	**ZONING EXHIBIT** Exhibit: KEPLER ROAD Source: CITY OF DELAND PLANNING DEPARTMENT Area: VOLUSIA COUNTY, FL 1 of 1

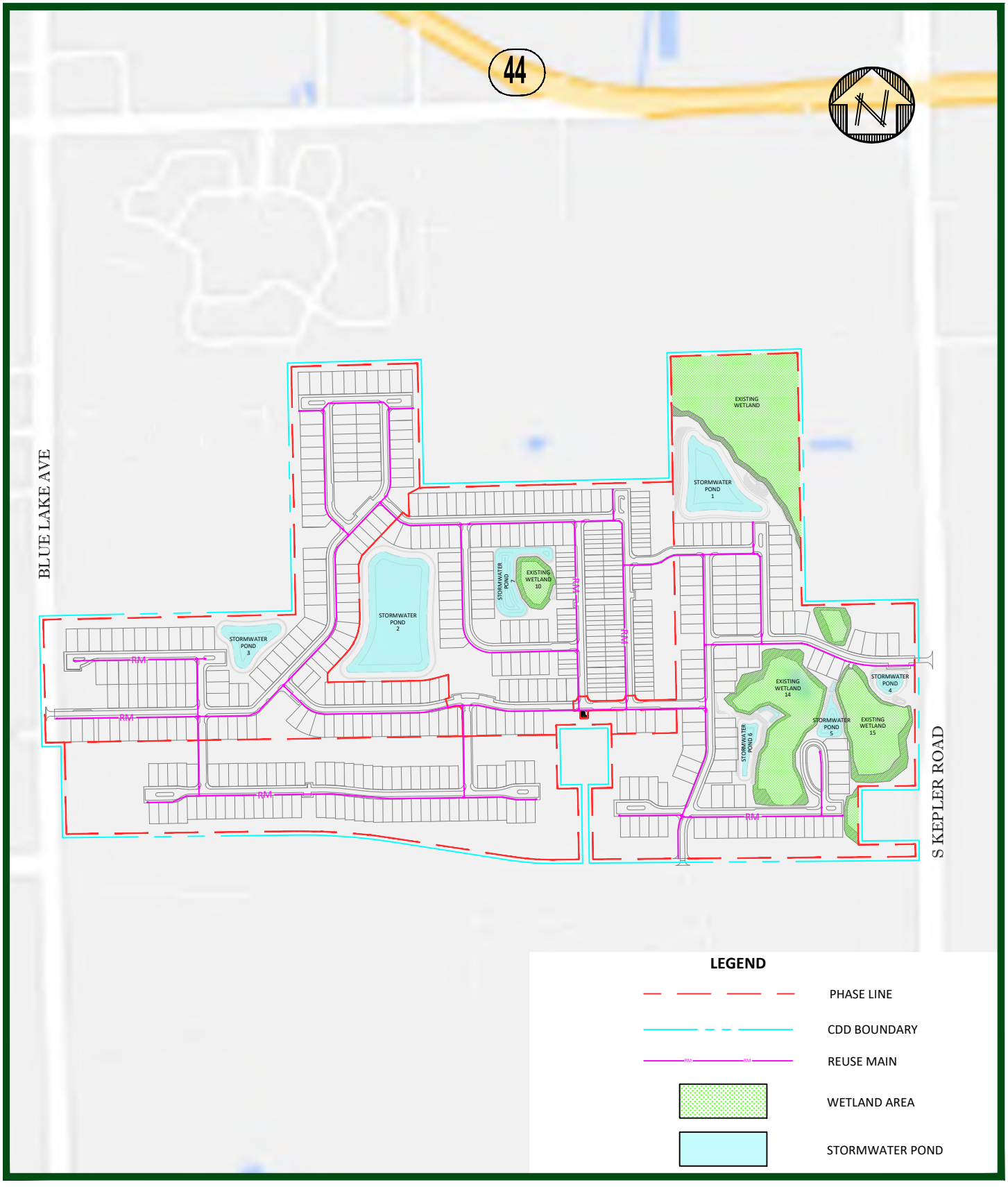
EXHIBIT 5



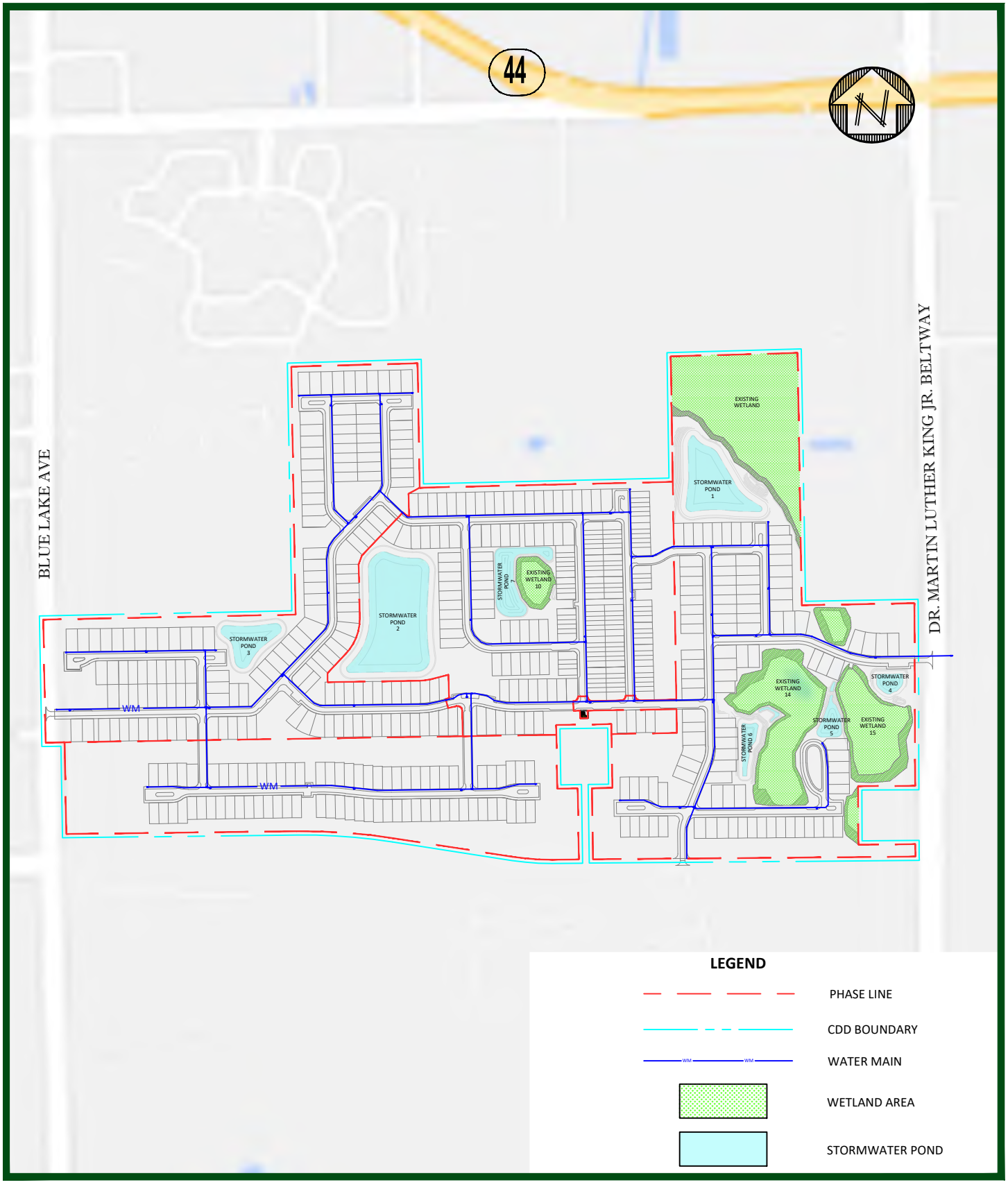
KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING	Scale: 1:700 Date: 08/15/2022 S: 14 T: 17 R: 30 Job # : 1503.000 Drawn by: DSR Appvd. by: GPR	**WASTEWATER DISTRIBUTION PLAN** Exhibit: KEPLER ROAD CDD Source: KCG Area: VOLUSIA COUNTY, FL 1 of 1



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.	Scale: 1:700	**REUSE DISTRIBUTION PLAN**	
	Date: 08/15/2022		
	S: 14 T: 17 R: 30		
	Job # : 1503.000	Exhibit: KEPLER ROAD CDD	
ENGINEERING / PLANNING	Drawn by: DSR	Source: KCG	
	Appvd. by: GPR	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): *Sanitary Sewer; Water Distribution; Reuse Water*	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 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 place 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 requires 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 183.926acres 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 rule[1] 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 agency[1], 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

District Infrastructure	Finance	Ownership	Operate
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

Infrastructure	Estimated Costs
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 Statues.

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:

Print Name: TAN TRAN

Print Name: Scott Hoopes

TLC TRINITY GARDENS, LLC,
a Florida limited liability company

By: ANDREW OROSZ

Its: Authorized Member

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 Orosz, 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)

4878-9496-6822.1

KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

DELAND, FLORIDA

MASTER ENGINEER'S REPORT

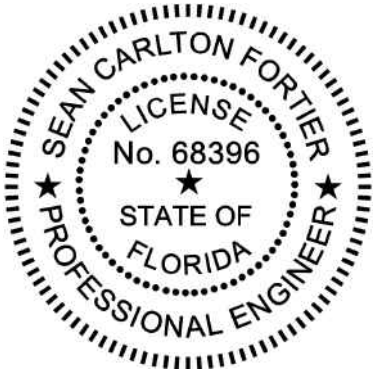
PREPARED FOR:

TLC TRINITY GARDENS, LLC
Petitioner for the Establishment of the Kepler Road CDD
605 COMMONWEALTH AVENUE
ORLANDO, FL 32803

DATE:

November 18, 2022

CIVIL DISCIPLINE ONLY
CERTIFICATION OF AUTHORIZATION
NUMBER 00007350



Sean C. Fortier, P.E.
FLORIDA REGISTRATION 68396

PREPARED BY:

KELLY, COLLINS & GENTRY, INC.

1700 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
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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) *Potable water, reclaimed water, and sanitary sewer systems*	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 though 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 financed 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, opens 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 place 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 through-out 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)

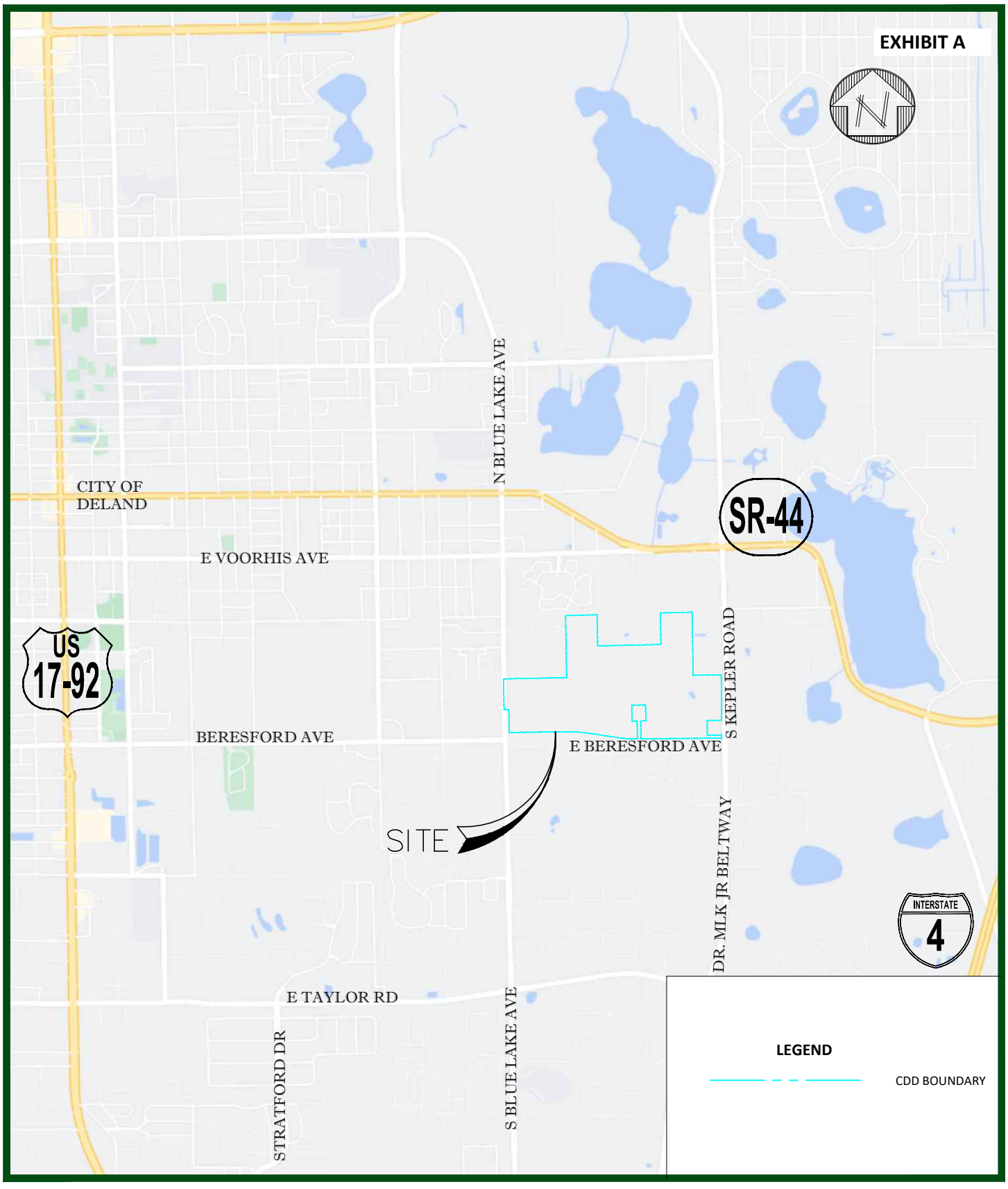
The District Engineer will certify that all permits necessary to complete the Master Project have either been obtained or, in his expert opinion, will be obtained and there is no reason to believe that the necessary permits cannot be obtained for the entire Development.

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 uses 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.

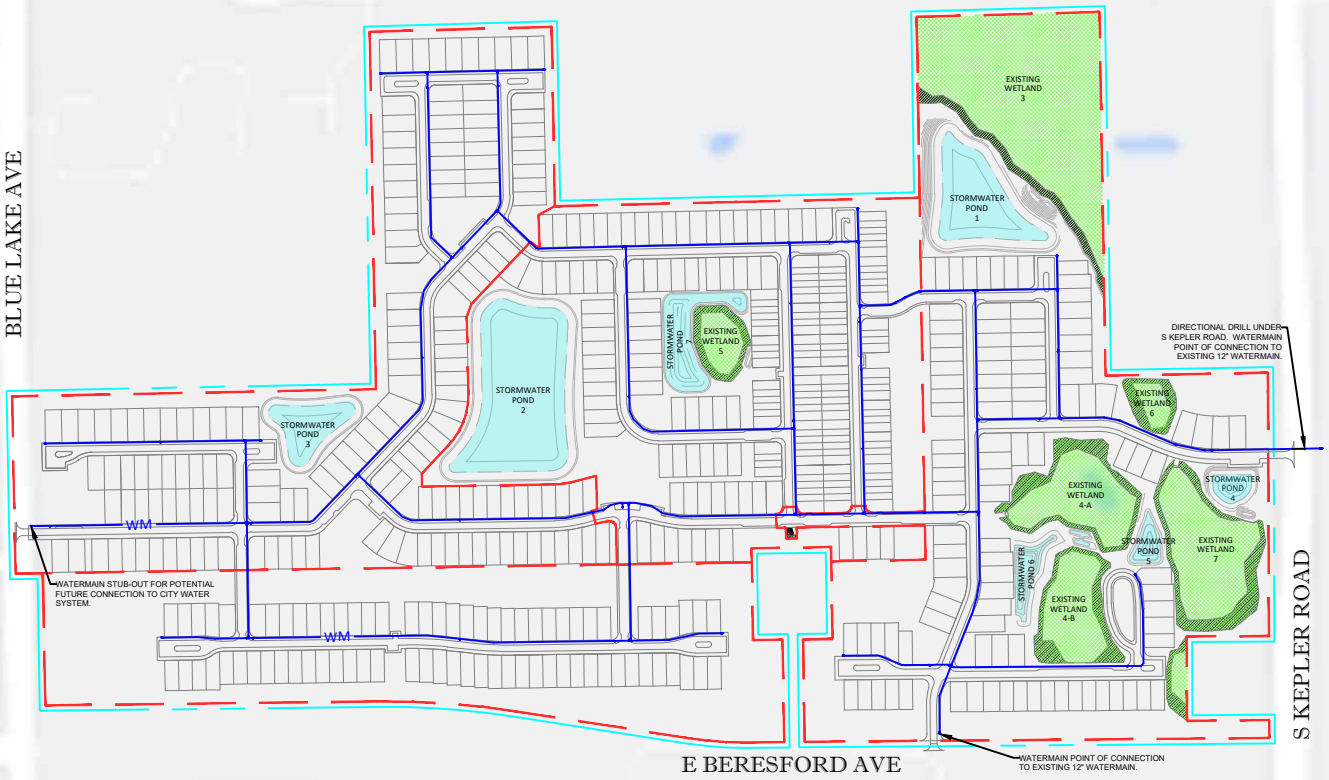


KELLY, COLLINS & GENTRY, INC.	Scale: 1:2800	LOCATION MAP	
ENGINEERING / PLANNING	Date: 10/26/2022		
	S: 14 T: 17 R: 30		
	Job # : 1503.000	Exhibit: KEPLER ROAD CDD - EXHIBIT A	
	Drawn by: DSR	Source: KCG, GOOGLE MAPS	
	Appvd. by: GPR	Area: CITY OF DELAND, FL	10



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

EXHIBIT C-1

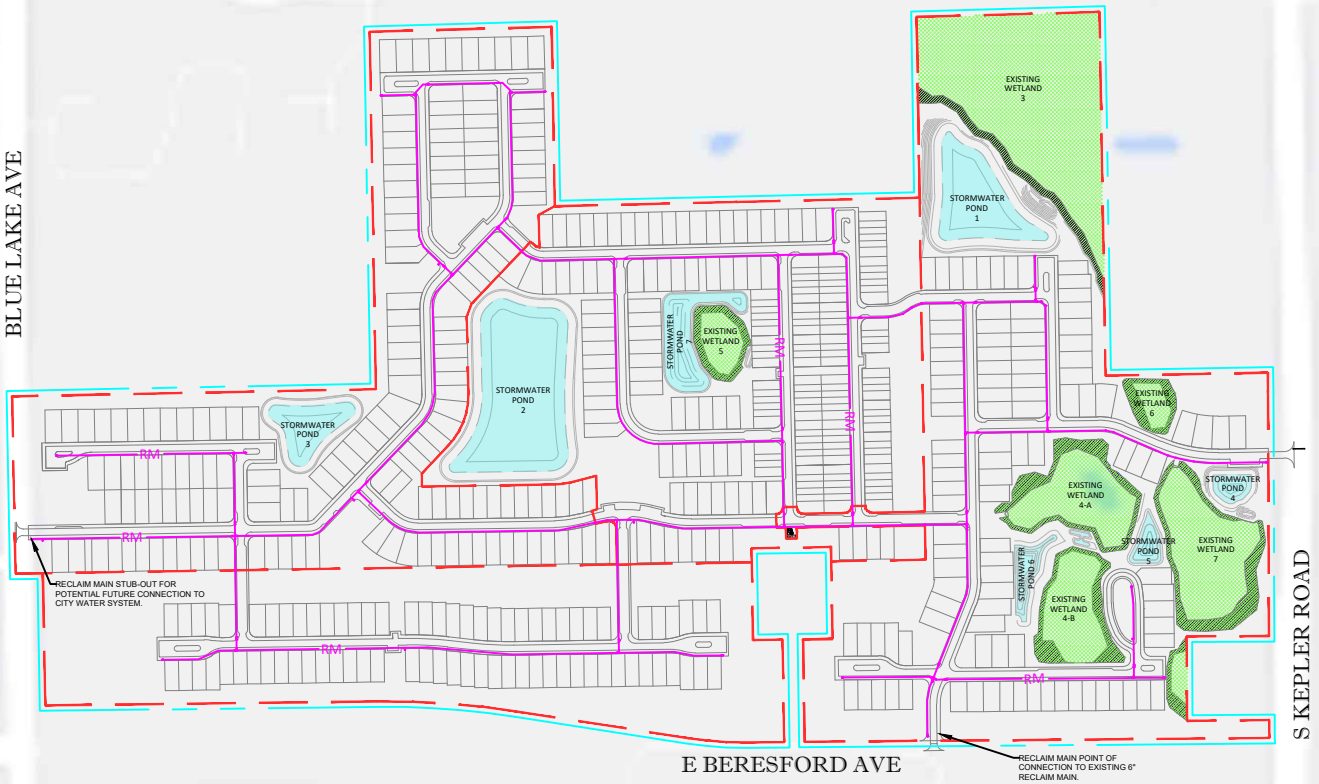


LEGEND

- 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 12

EXHIBIT C-2

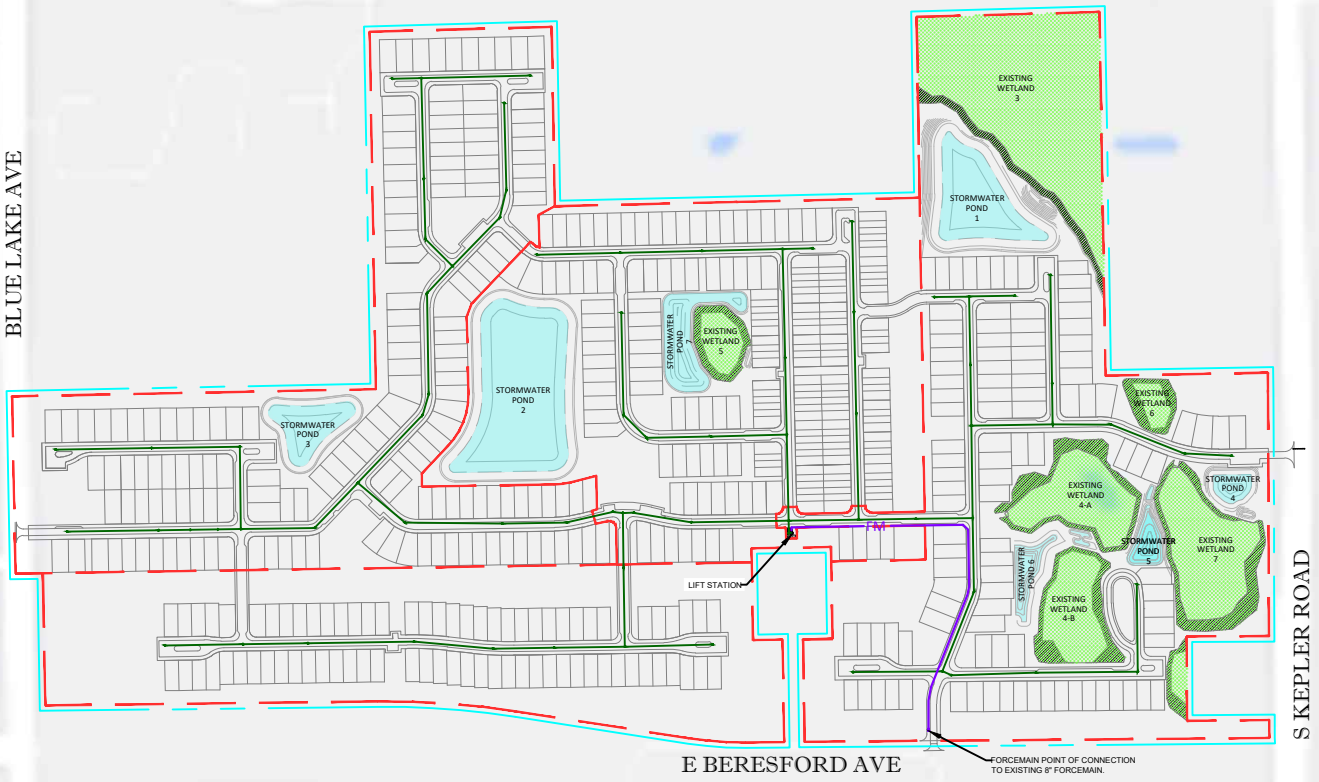


LEGEND

- 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

EXHIBIT C-3

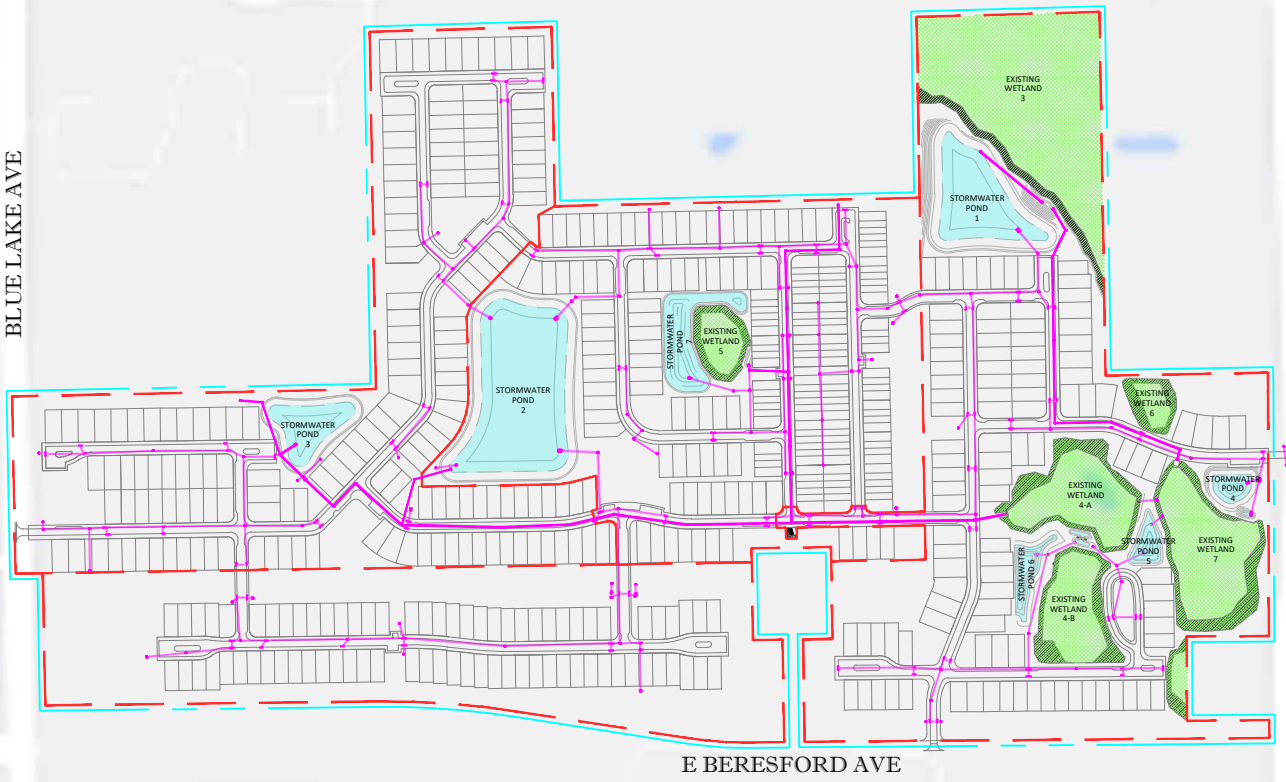


LEGEND

- 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

EXHIBIT D-1

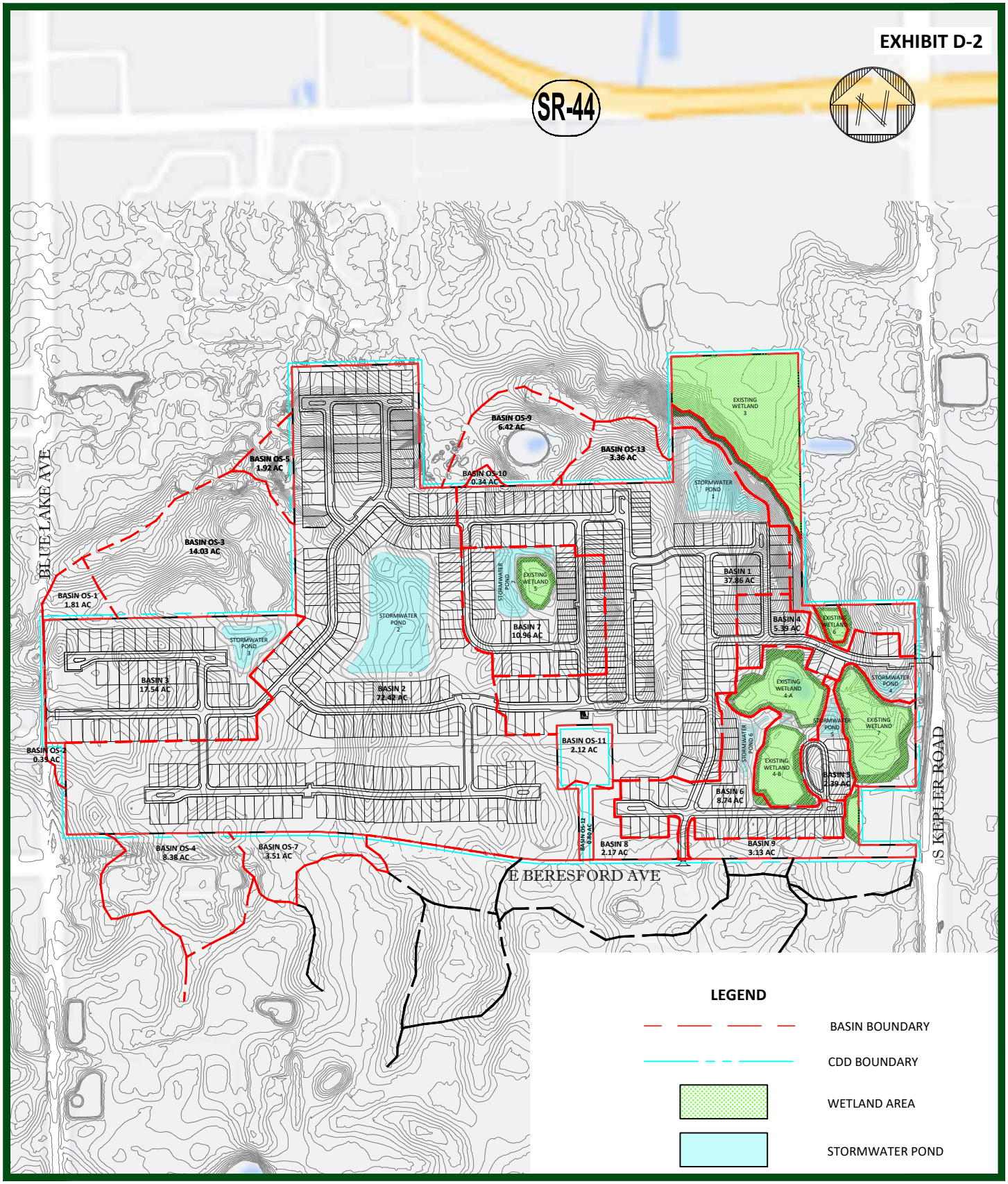


LEGEND

- PHASE LINE
- CDD BOUNDARY
- STORMWATER DRAINAGE
- WETLAND AREA
- STORMWATER POND

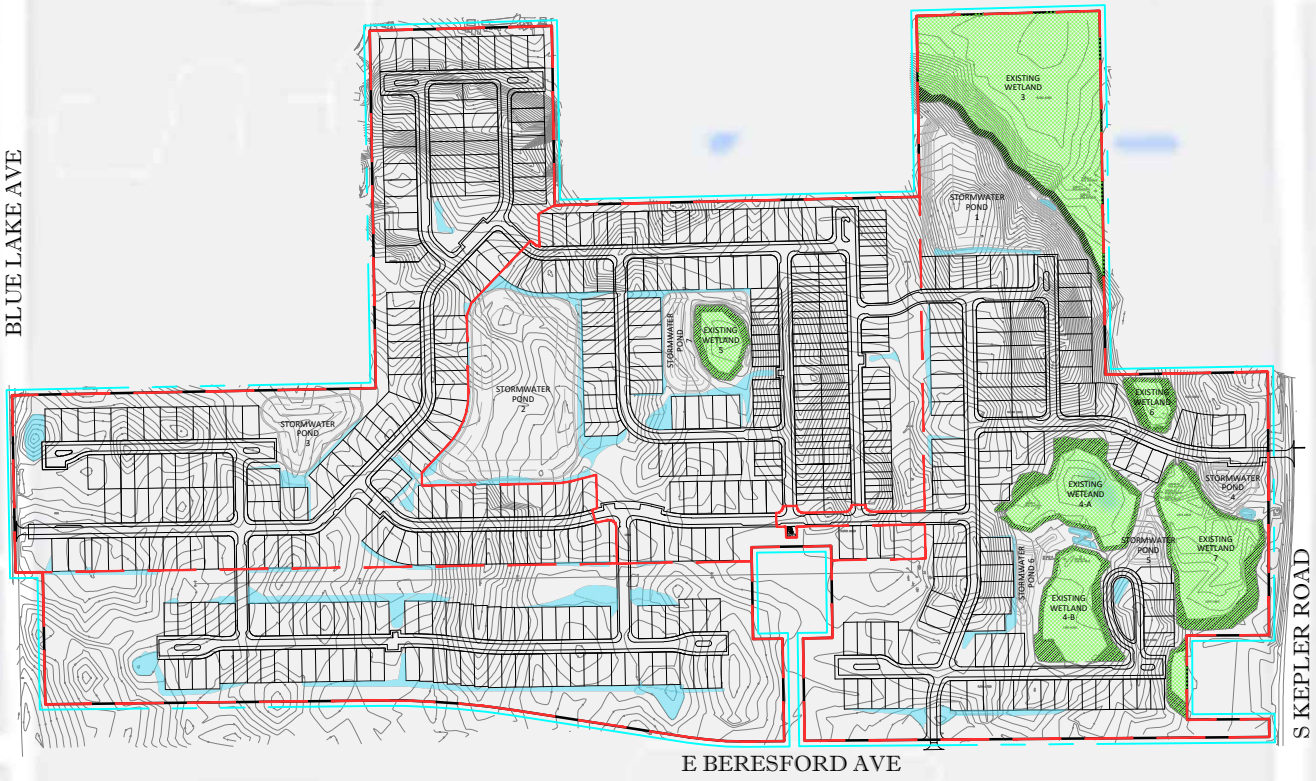
KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING	Scale: 1:700 Date: 10/26/2022 S: 14 T: 17 R: 30 Job # : 1503.000 Drawn by: DSR Appvd. by: GPR	**MASTER STORMWATER PLAN** **COLLECTION & TREATMENT SYSTEM** Exhibit: KEPLER ROAD CDD - EXHIBIT D-1 Source: KCG Area: CITY OF DELAND, FL 15

EXHIBIT D-2



KELLY, COLLINS & GENTRY, INC.	Scale: 1:700	MASTER STORMWATER PLAN	
	Date: 10/26/2022	POST DEVELOPMENT BASIN MAP	
	S: 14 T: 17 R: 30		
	Job # : 1503.000	Exhibit: KEPLER ROAD CDD - EXHIBIT D-2	
	Drawn by: DSR	Source: KCG	
ENGINEERING / PLANNING	Appvd. by: GPR	Area: CITY OF DELAND, FL	16

EXHIBIT D-3

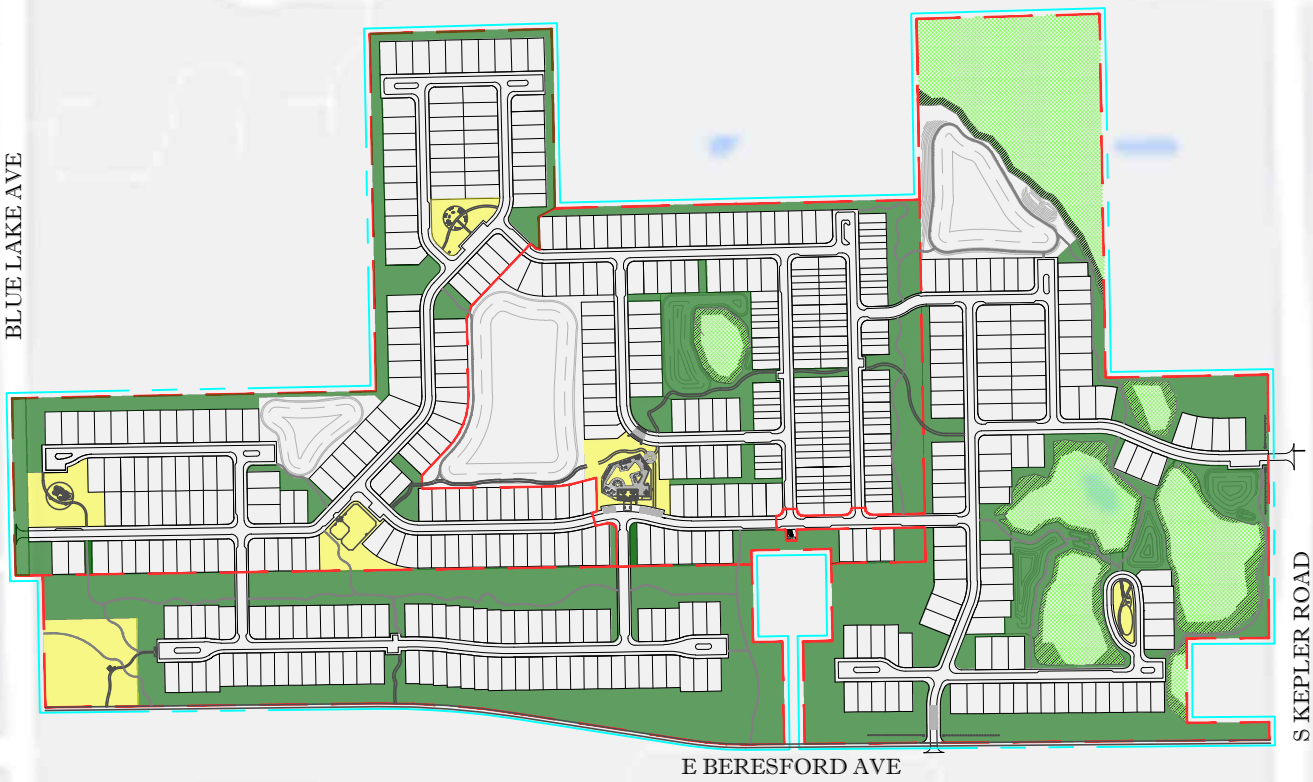


LEGEND

- 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

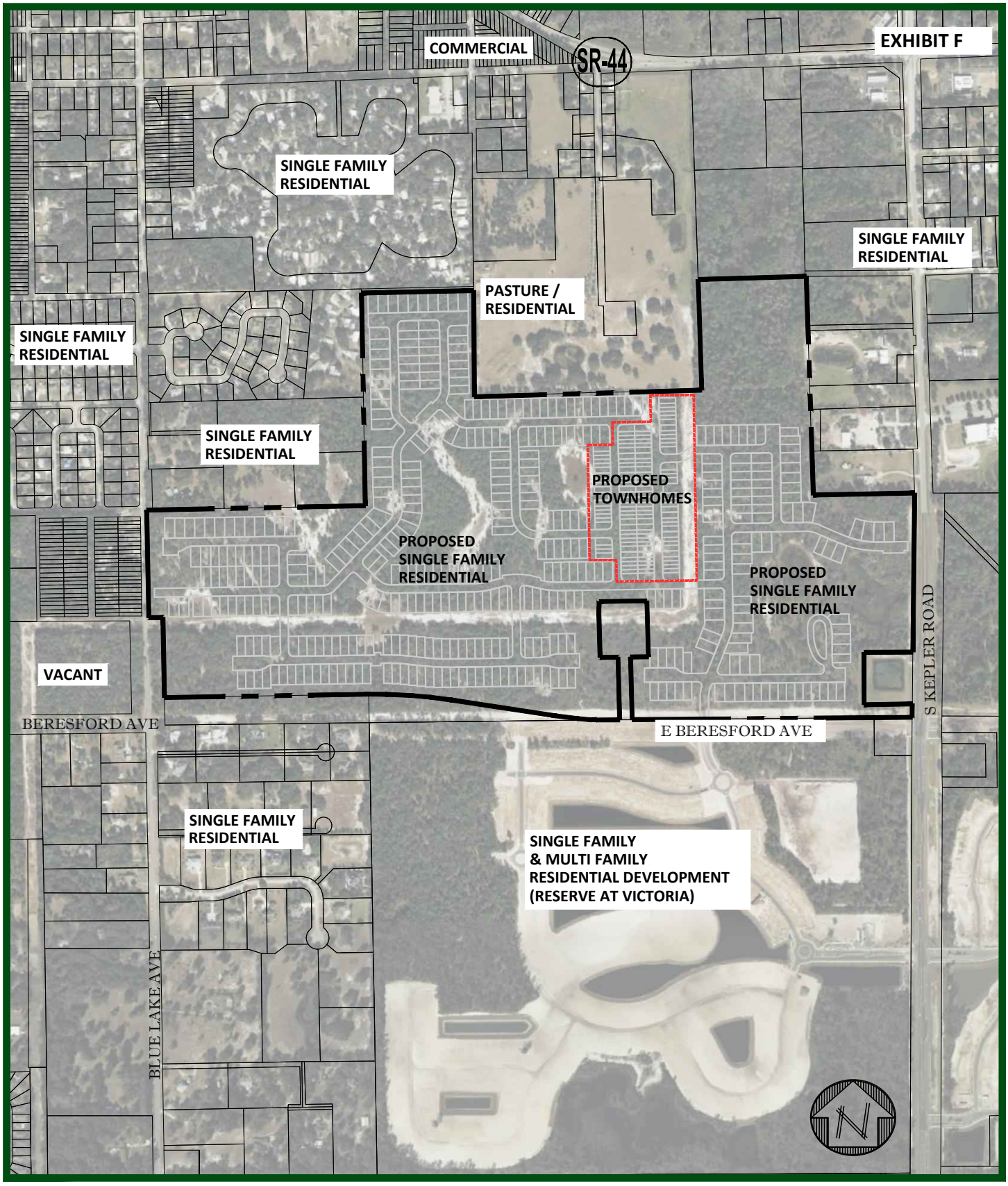
EXHIBIT E



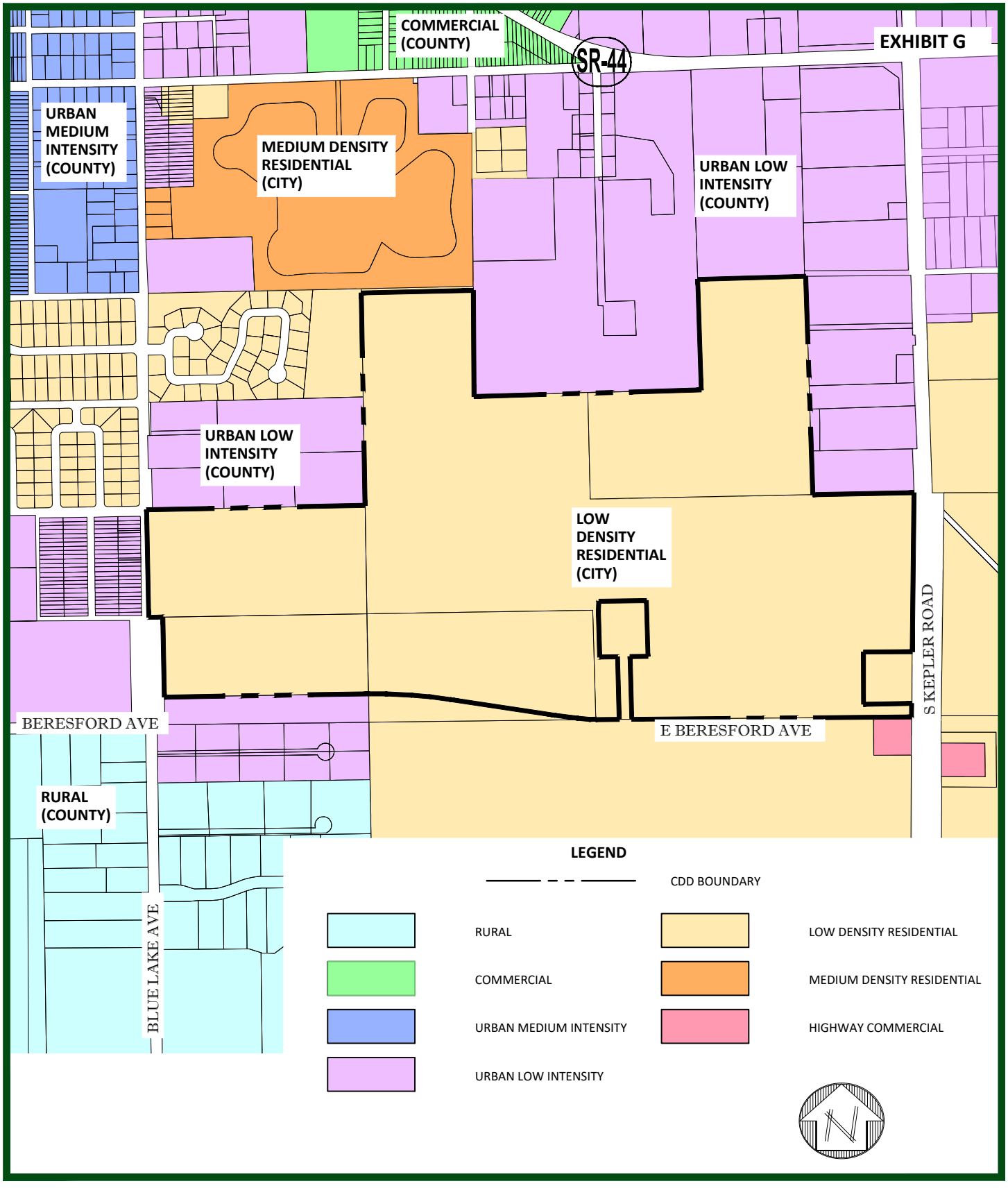
LEGEND

- PHASE LINE
- CDD BOUNDARY
- WETLAND AREA
- AMENITY
- OPEN SPACE

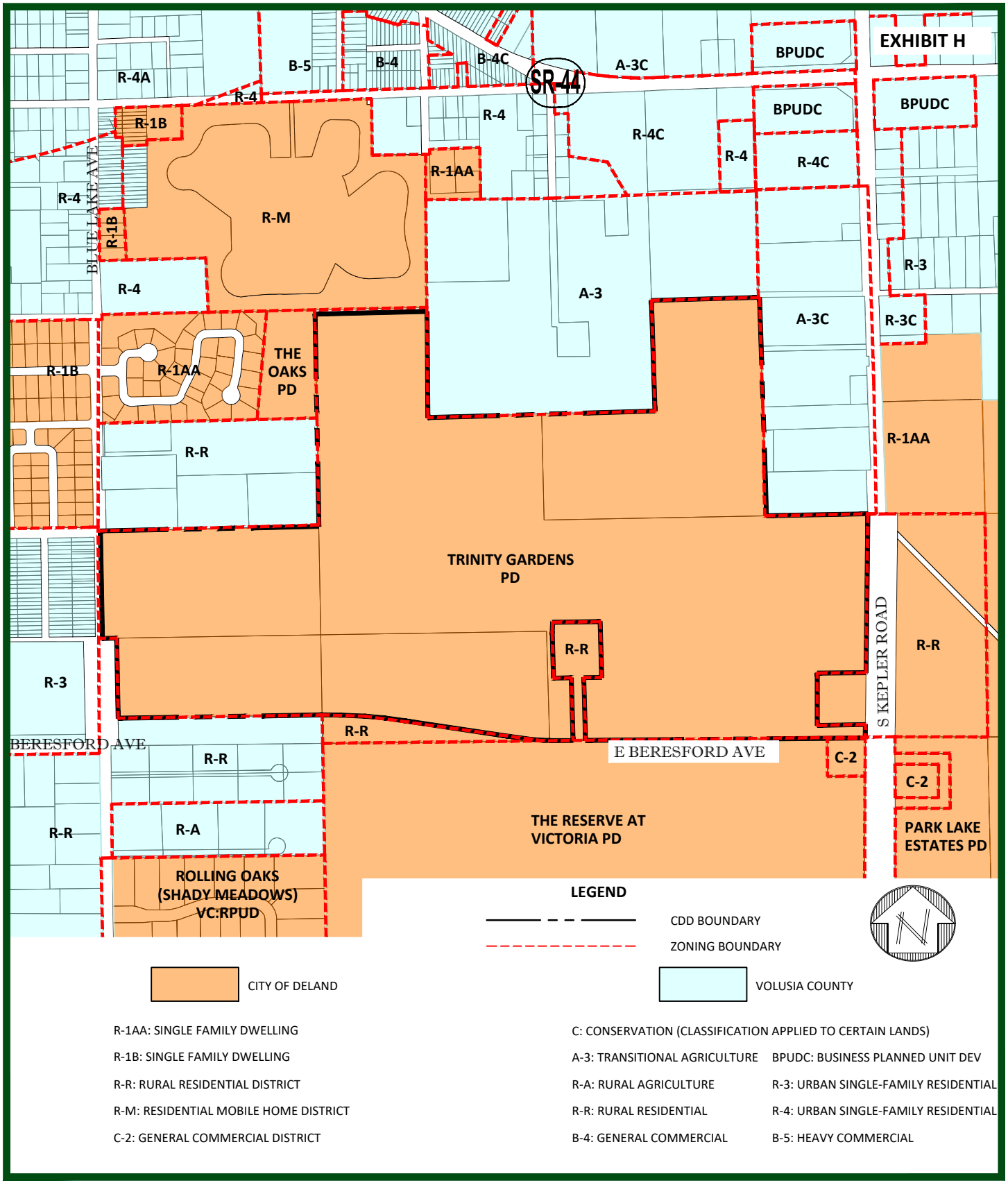
KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING	Scale: 1:700 Date: 10/26/2022 S: 14 T: 17 R: 30 Job # : 1503.000 Drawn by: DSR Appvd. by: GPR	**COMMON AREAS PLAN** Exhibit: KEPLER ROAD CDD - EXHIBIT E Source: KCG Area: CITY OF DELAND, FL 18



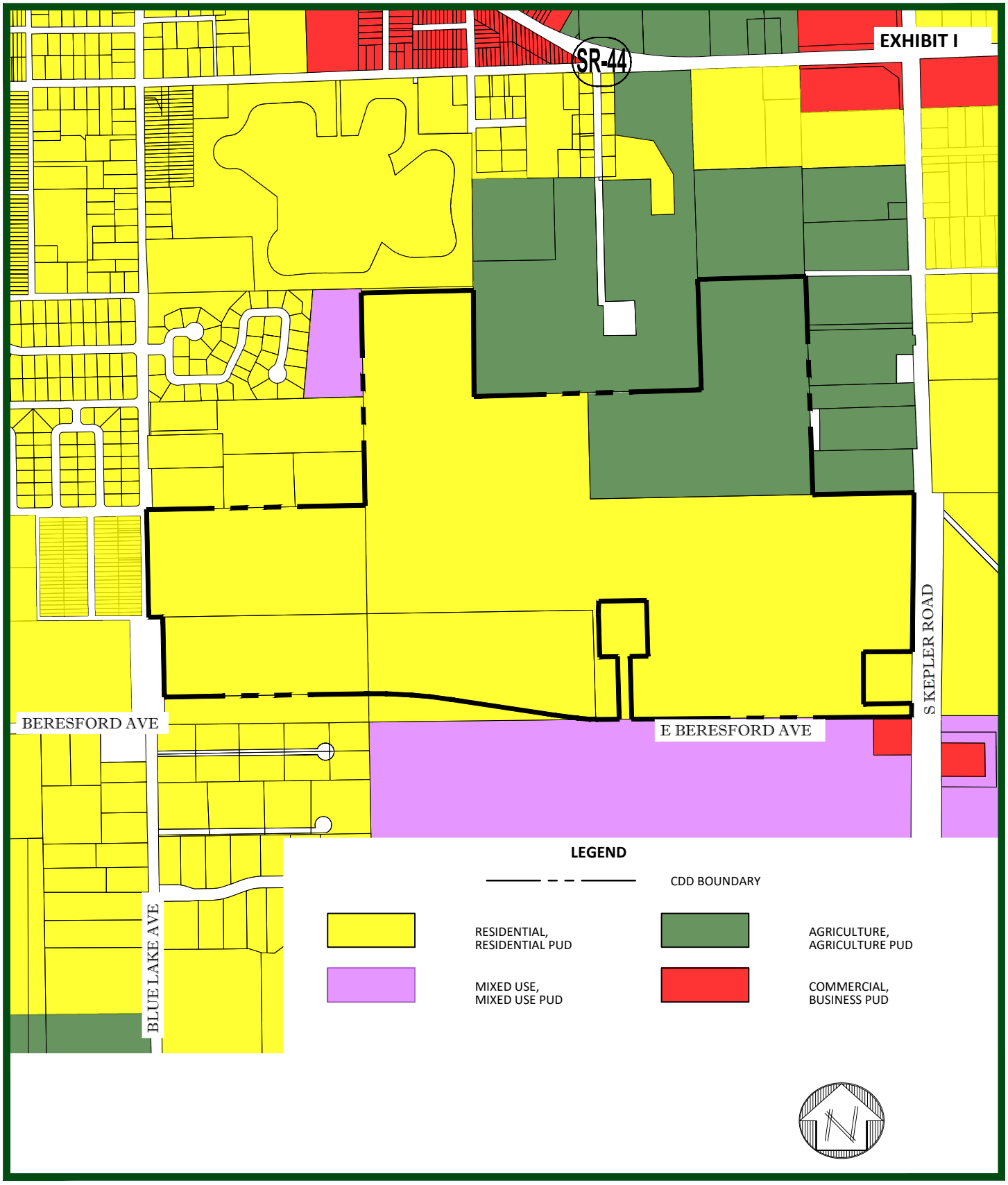
KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING	Scale: 1:800 Date: 10/26/2022 S: 14 T: 17 R: 30 Job # : 1503.000 Drawn by: DSR Appvd. by: GPR	**EXISTING & PROPOSED LAND USE** Exhibit: KEPLER ROAD CDD - EXHIBIT F Source: CITY OF DELAND PLANNING DEPARTMENT Area: CITY OF DELAND, FL 19



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 21



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 22

EXHIBIT J-1

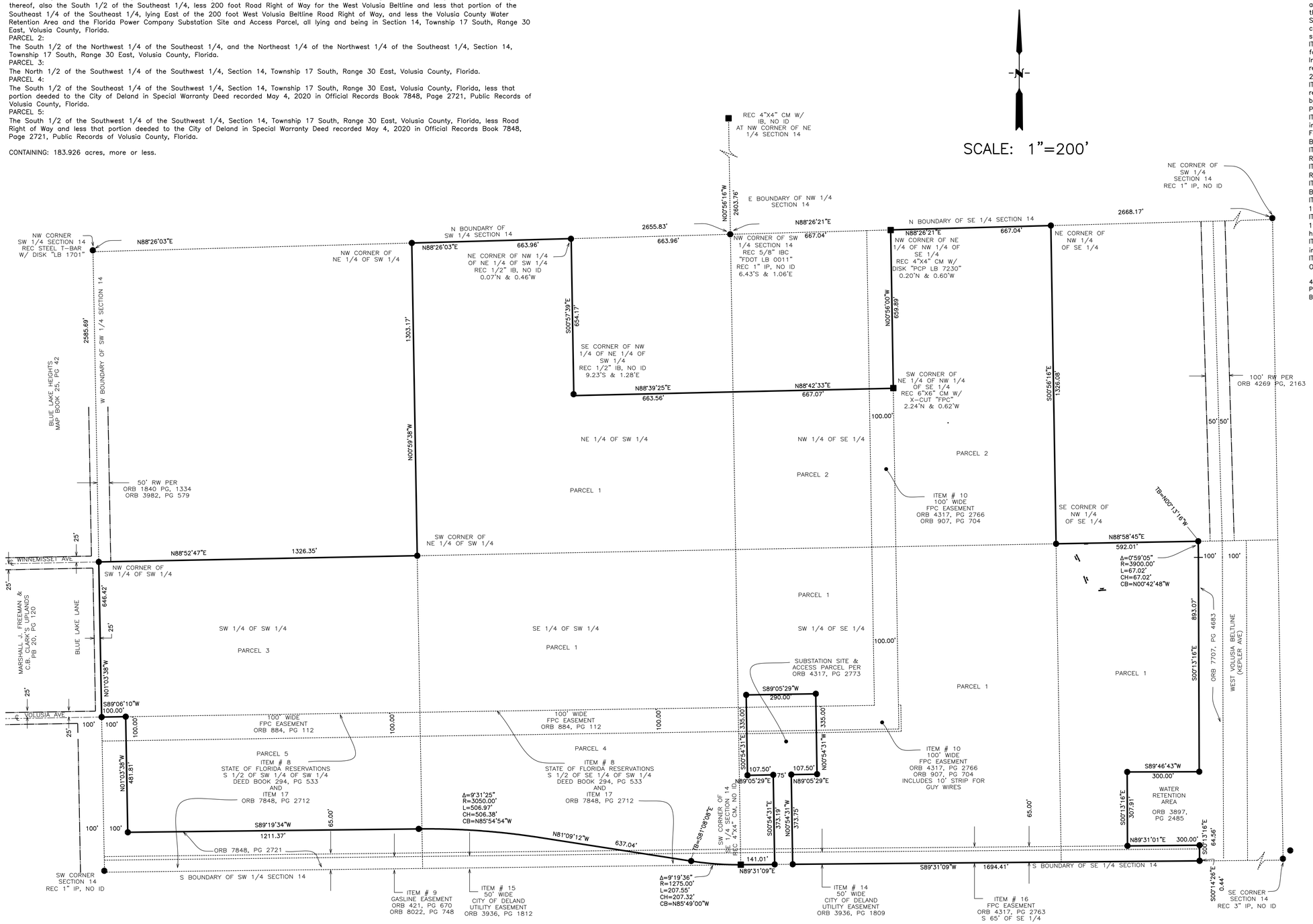
BOUNDARY & TOPOPGRAPHIC SURVEY

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
1. This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
2. 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.
3. A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RTG2120856 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
BNDY = BOUNDARY
℄ = 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
-o- = 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

MEMBERS F.S.M.S.
JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9645 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 5047 DANIEL E. GENTRY CERTIFICATE REGISTERED SURVEYOR

FOR: HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE 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 – LB1
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. Muti-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. Contigency (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.

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, George Flint ("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 George Flint and I am a Vice-President with Governmental Management Services – Central Florida, LLC.

3. The prepared written, pre-filed testimony consisting of sixteen (16) 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 Kepler Road 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 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.

BRITTANY BROOKES
MY COMMISSION # HH54360
EXPIRES: October 18, 2024

[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.

12. Please describe these requirements and safeguards.

First, it is important to note that the establishment of a CDD does not change any requirements for local general-purpose governmental approval of construction within the district. Any land development requirements and all state and local development regulations still apply.

Second, members of the CDD Board of Supervisors must be residents of Florida and citizens of the United States. After the Board shifts to being elected by the resident electors of the district the supervisors must also be residents and electors of the district. Board members must annually file the same financial disclosure forms required by other local officials. All meetings of the CDD Board of Supervisors are open to the public and are subject to the government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore, the District's records must be open for public inspection in accordance with the Florida law governing public records.

Next, the district must provide financial reports to the state in the same form and manner as is required of all other political subdivisions. The CDD is annually audited by an independent certified public accountant. As I said before, the CDD budget is adopted annually by the board after a public hearing. All rates, fees, and charges imposed by the district must be adopted pursuant to Chapter 120, *Florida Statutes*.

Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197, a CDD must provide published and mailed notice to those who are assessed providing them opportunity to appear before the Board of Supervisors and have an opportunity to comment on the advisability of the assessments. That assessment process entails preparation of an assessment methodology that fairly and equitably allocates the cost of the district's projects.

13. Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.

In the early stages, particularly when a CDD is first formed, the CDD's operating funds may be funded by a "Funding Agreement" between the CDD and the landowner/developer in lieu of assessments that the CDD might have imposed on property within the CDD.

In order to provide long term financing of capital projects, CDDs often issue bonds. All bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over a period of more than five years must be validated and confirmed by court decree pursuant to Chapter 75, *Florida Statutes*. The CDD also may borrow funds on a long or short-term basis.

Debt may be retired by the District through non ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and

services. By law, debt of the District cannot become debt of any other government (city, county or state), without that government's consent.

14. What alternatives, other than community development districts, are you familiar with that might be available to provide community infrastructure for the lands within the proposed District?

In my opinion there are two alternatives that might provide community infrastructure such as the roads, utilities, drainage, recreation and other improvements contemplated for the proposed district. First, the general-purpose local government could finance the improvements utilizing special assessments and/or general funds. Alternatively, the developer could provide infrastructure through private means, including private financing if available. As discussed later in my testimony, neither of these alternatives is preferable to use of the CDD concept.

15. What has been your role with respect to the Petition to Establish the Kepler Road Community Development District (the "Petition")?

I have worked closely with TLC Trinity Gardens, LLC (the "Petitioner") and its consultants in determining if a CDD is appropriate for this project. I also supervised the preparation of Exhibit 8 of the Petition, the SERC.

16. Do you have an opinion, as someone experienced in district management and operations, as to whether the proposed District is the best available alternative for delivering community services and facilities to the areas that will be served by the District?

Yes. For this project, the proposed District is the best alternative available for delivering the proposed services and facilities to the area that will be served. These improvements include, but are not limited to, onsite and offsite sanitary sewer collection, water distribution and reuse water, stormwater management system, electrical service systems, conservation and mitigation, roadway improvements, trails, landscaping, hardscaping and irrigation.

17. What is the basis for your opinion?

Looking at the alternatives, the City could finance and manage the improvements utilizing special assessments or general funds. The developer and/or a property owner's association ("POA") could provide these facilities as well through private financing.

In evaluating the alternatives, it is important to consider whether the alternative can provide the best focus, can effectively and efficiently manage and maintain the facilities, and whether the alternative can secure low cost, long term public financing. The City clearly provides the long-term perspective and is a stable and relatively low-cost source of financing and provider of services at sustained levels. However, the City has substantial demands over a broad geographical area that places a heavy management delivery load on

its staff. In addition, if dependent district financing were used, the City would be responsible for all administrative aspects of the dependent district. The City would have to make time and meetings available for the monthly matters pertaining to the dependent district. By using a dependent district mechanism, the City would be increasing its responsibility and hence liability for the variety of actions that will take place in the development. The City, through the dependent district, would also be the contracting party for all construction contracts, would have to deal with bid issues, enforce performance bonds, and participate in construction arbitration or litigation if necessary. They would deal with delay claims and budget management and all the other challenges that come with being the owner in a public construction project. A district can be created to provide focused attention to a specific area in a cost-effective manner. It also allows the City to focus staff time, finances, and other resources elsewhere and does not burden the general body of taxpayers in the City with the debt associated with this growth.

The other alternative is the use of private means either through a POA or through the developer, or both in combination. This combination can clearly satisfy the high demand for focused service and facilities and managed delivery. However, only a public entity can assure a long-term perspective, act as a stable provider of services and facilities, qualify as a lower cost source of financing, and pay for services at sustained levels. POAs lack the ability to effectively finance the improvements. Their ability to assure adequate funds for sustained high levels of maintenance is less than with a CDD.

Furthermore, neither the developer nor a POA would be required to conduct all actions relating to the provision of these improvements in the "sunshine" as a CDD must or abide by other public access requirements that are incumbent upon a CDD and its Board of Supervisors. Also, provision and long-term operation and maintenance of these improvements, particularly the drainage activities, by a CDD ensures that residents have guaranteed access to the body or entity making decisions about these facilities, and in fact will one day sit as the five-member board making the decisions that impact their community directly.

A CDD is an independent special purpose unit of local government designed to focus its attention on providing the best long-term service to its specifically benefited properties and residents. It has limited power and a limited area of jurisdiction. The CDD will be governed by its own board and managed by those whose sole purpose is to provide the district long term planning, management, and financing of these services and facilities. This long-term management capability extends to the operation and maintenance of the facilities owned by the CDD. Further, the sources for funding and manner of collection of funds will assure that the CDD facilities will be managed at the sustained levels of quality desired by residents well into the future.

18. **Do you have an opinion, as someone experienced in district management and operations, as to whether the area of land to be included within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?**

Yes.

19. What is your opinion?

The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to be developed, with the roadway, drainage, water and sewer, and other infrastructure systems, facilities and services contemplated. The District will operate as one functionally interrelated community.

20. What is the basis for your opinion?

The size of the proposed District is approximately 183.926 acres. Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the District, the acres contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the District will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

21. Do you have an opinion, as someone experienced in district management and operations, as to whether the area that will be served by the proposed District is amenable to separate special district government?

Yes.

22. What is your opinion?

The District is of sufficient size, compactness, and contiguity. Therefore, the area to be served by the proposed District is clearly amenable to separate special district governance. The configuration of the District is not unlike other CDDs with which I have worked over time.

23. What is the basis for your opinion?

Two criteria are needed to evaluate if a land area is amenable to separate special district government. One, does the land area have need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Two, is

the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the proposed District is a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the proposed District. As described in the petition, the proposed District will construct and maintain certain identified needed facilities and services. Other facilities and improvements will be constructed by the proposed District and ultimately owned and maintained by the City. Based on my experience, CDDs of this size are large enough to effectively provide and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities. Ultimately, of course, if later circumstances would cause the City to re-evaluate whether these lands should continue as separate special district government, the City has the option under Section 190.046(4), *Florida Statutes*, to effectively take over the functions of any CDD.

24. Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services and facilities of the proposed District will be incompatible with the capacity and use of existing local and regional community development services and facilities?

Yes.

25. What is your opinion?

The proposed services and facilities of the proposed District are not incompatible with the capacity and uses of existing local or regional community development services and facilities.

26. What is the basis for your opinion?

Petitioner presently expects the proposed District to finance and construct certain onsite and offsite sanitary sewer collection, water distribution and reuse water, stormwater management system, electrical service systems, conservation and mitigation, roadway improvements, trails, landscaping, hardscaping and irrigation. None of the facilities expected to be provided by the District presently exist. Ultimately, a district may own and maintain certain of those improvements and the City, or other governmental entities, may own and maintain others. There will be no overlap or incompatibility because the facilities and improvements expected to be provided by the proposed District do not exist today.

ECONOMICS AND FINANCING

27. You stated earlier that you are you familiar with the Petition, and its Exhibits, filed by the Petitioner, to establish the proposed Kepler Road Community Development 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

related analyses.

The data for the analysis came from the landowner, other experts working on the Petition, and from the Petition itself. The methodology utilized is the standard economic impact assessment.

31. From an economic and financial perspective, do you have an opinion regarding the financial viability and feasibility of the proposed District?

Yes, I do.

32. What is that opinion?

In my opinion, based on my experience with other districts, the proposed Kepler Road Community Development District is expected to be financially viable and feasible.

33. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes.

34. From an economic and financial perspective, do you have an opinion as to whether the proposed District is inconsistent with the State Comprehensive Plan from an economic perspective?

Yes.

35. What is that opinion?

It is my opinion the proposed Kepler Road Community Development District is not inconsistent with any applicable element or portion of the state comprehensive plan.

36. What is the basis for your opinion?

I have reviewed, from an economic and financial perspective, the State Comprehensive Plan, particularly those portions that relate to community development districts. The State of Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) "provides long-range policy guidance for the orderly social, economic, and physical growth of the state." From an economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State Comprehensive Plan are relevant to the establishment of a CDD.

Subject 15, titled Land Use, recognizes the importance of locating development in areas that have the fiscal abilities and service capacity to accommodate growth. It is relevant because CDDs are designed to provide infrastructure services and facilities in a fiscally responsible 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.

39. What is the basis for your opinion?

The project is compact with land use typical of a planned community. The development of the land has been planned to be a functional interrelated community making the most efficient use of public funds available

40. From a financial perspective, do you have an opinion as to whether the proposed Kepler Road Community Development District is the best alternative available for providing the proposed community development services and facilities to the area to be served?

Yes.

41. What is your opinion?

The proposed District is the best alternative to provide community development facilities to the area to be served. This is true for the landowners and the governmental entities for the following reasons.

From the perspective of current and future property owners within the District, the District is the best alternative for providing community facilities, infrastructure, and services. The land development envisioned for the area within the District boundaries will require substantial provision of infrastructure, facilities and services. The CDD is an alternative method to provide these necessary services. The CDD can access the tax-exempt public capital markets and thereby fund these facilities and services at a lower cost than the alternative of developer funding. Furthermore, unlike a property owners association ("POA"), the CDD has the power to assess property and collect those assessments along with other property taxes. Therefore, a CDD can fund large capital improvement programs that a POA cannot.

With regard to the operations and maintenance of community facilities and services the CDD is also the best alternative. The CDD is preferable to a POA to future landowners for the following reasons. First, unlike a POA, the CDD collects funds for operations and maintenance directly from assessments collected along with all other property taxes, which is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and it must hold its meetings in the sunshine and bid out its contracts where required by law. A CDD provides control to the landowners much sooner in time than a POA. A CDD is focused on providing the community with services, facilities, and their maintenance in a way the general-purpose government, with its competing interests and broad responsibilities, is not. This level of local control serves the best interests of property owners in the CDD.

From the perspective of the State of Florida, the City, and the Water Management District, a CDD is the best alternative for providing community facilities and their operations and maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD

is a more powerful and more responsive organization for providing and maintaining infrastructure and services. This is why the St. Johns River Water Management District has expressed a preference for CDD maintenance of critical stormwater facilities as evidenced in the letter attached to my testimony as **Exhibit A**. Second, without a CDD the City may have to assume greater responsibility for construction, operations, and maintenance of community facilities and services. Even if the City formed a dependent district to provide community facilities and services to the area to be served by the CDD, and charged appropriately for these services, the City would be enmeshed in the responsibilities and in the management of those facilities. Furthermore, without a CDD the City cannot be assured that only residents of the area to be served by the CDD would bear the full costs of the needed facilities and services.

In short, the CDD provides the ability to redevelop the lands within the District with public infrastructure, services and additional improvements which are in excess of those obtained in the normative development process without requiring the financial or managerial obligations by the City to invest in the enhancement of the property. These valuable improvements and services will help the underlying real estate project enhance the tax base of the City. This is further evidenced by the recent RCLCO study attached here as **Exhibit B**. RCLCO found that the majority of the top selling planned communities nationwide utilized some form of land secured special district. In Florida, the vast majority of planned communities use special district financing for infrastructure (numbers 1, 2, 5, both 10t's, 18, 31, 34, 41 and 43 on the national list).

42. So, is it your opinion, based on your personal experience and examples such as the RCLCO study discussed above, that the implementation of a CDD would enhance the City's tax base sooner and better than if the real estate project we implemented without a CDD?

Yes, it is.

43. From an economic and financial perspective, do you have an opinion as to whether the services and facilities to be provided by the proposed Kepler Road Community Development District will be incompatible with the uses and existing local and regional facilities and services?

Yes.

44. What is your opinion?

The proposed Kepler Road Community Development District covers approximately 183.926 acres of land. The configuration of the land is sufficiently compact and contiguous. As such, it will not create any economic disincentives to the provision of the infrastructure facilities contemplated in this case.

Given the scope and expected cost of facilities to be provided, 183.926 acres for a residential

development provides a sufficient economic base to absorb the debt costs and annual operating costs for district administration and to efficiently apportion the cost of improvements.

45. From an economic and financial perspective, do you have an opinion as to whether the area that will be served by the proposed Kepler Road Community Development District is amenable to separate special district government?

Yes.

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.

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,

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

EXHIBIT B



RANK	MPC	CITY, STATE	DEVELOPER	SALES 2022	SALES 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**	-20%	
			2021 Top-50 Total	**39,228**		

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.

KRISTINE TILLMAN
MY COMMISSION # GG 925089
EXPIRES: November 9, 2023
Bonded Thru Notary Public Underwriters

[notary seal]

Kristine Tillman
(Official Notary Signature)

Name: Kristine Tillman
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

4854-3648-1607.3

TESTIMONY OF SEAN C. FORTIER, P.E., FOR ESTABLISHMENT OF KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Sean Fortier, and my business address is 1700 North Orange Avenue, Suite 400, Orlando, Florida 32804.

2. By whom are you employed and in what capacity?

I am the Director of Land Development with Kelly, Collins & Gentry, Inc.

3. How long have you held that position?

I have been employed with Kelly, Collins & Gentry since 2003 as a civil engineer providing professional services for the development of land. As the Director of Land Development, my experience includes a wide variety of land development projects including residential, commercial, industrial, student housing, and mixed-use design. Each project requires a number of civil engineering elements including but not limited to stormwater, utility, infrastructure, and roadway design.

4. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I earned my Bachelor of Science in Civil Engineering from the University of Central Florida in 2003 with a concentration on water resources and geotechnical engineering.

5. Do you have any professional licenses, registrations, or certifications?

Professional engineer, registered in the state of Florida, P.E. number 68396. Additionally, I hold a LEED (Leadership in Energy and Environmental Design) credential of GBCI (Green Associate from Green Business Certificate Inc.).

6. Are you a member of any professional associations?

U.S. Green Building Council (USGBC) – Member since 2014

7. Please summarize your previous experience as it relates to public facility design and construction and land development and planning.

Prior to becoming a civil engineer, I worked in site construction on a variety of facility and infrastructure projects for commercial, industrial, and residential development sites. Since becoming a civil engineer, over the past 20 years, I have designed and permitted a wide variety of land development projects including facility design and construction for a number of residential subdivisions, large and small scale commercial developments, multi-family apartment complexes, local roadway projects, and institutional projects.

8. Have you been involved in any developments of the type and nature contemplated within the proposed Kepler Road Community Development District ("District")?

Yes, I have.

9. 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 assisted the Petitioner with the preparation of some of the exhibits filed with the Petition and reviewed others.

10. 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.

11. Which documents did you prepare or have others prepare under your supervision?

Exhibits 1, 2, 4, 5, 6, and 7.

12. Do any of those exhibits require any change or correction?

No.

13. To the best of your knowledge, are Exhibits 1, 2, 4, 5, 6, and 7 to the Petition accurate?

Yes, to the best of my knowledge.

14. In general, what do Exhibits 1, 2, 4, 5, 6, and 7 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 and future general distribution, location, and extent of the public and private land uses within the proposed District by the land use plan element.

Exhibit 5 contains a maps of wastewater distribution, stormwater, reuse distribution, and water distribution within and around the proposed District.

Composite Exhibit 6 contains a list of the facilities and services the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity

responsible for the ownership and maintenance thereof.

Exhibit 7 contains the estimated costs and timetable of construction the infrastructure serving the land within the proposed District.

15. 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 6, it is expected that the District will construct and/or acquire onsite and offsite sanitary sewer, reuse water, water distribution improvements, stormwater management improvements, electrical service system, conservation and mitigation areas, onsite and offsite roadway improvements, landscape, hardscape, irrigation, and multi-modal trail improvements.

16. 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?

Yes.

17. What is the basis for your opinion?

First, there are sufficient, significant infrastructure needs for the area within the proposed District to allow development as a functionally interrelated community.

Second, the specific design of the community allows infrastructure to be provided in a cost-effective manner. The land included within the proposed District area is contiguous, which facilitates an efficient and effective planned development.

Third, the use of one development plan provides a contiguous and homogenous method of providing services to lands throughout the District.

18. In your opinion, you said the proposed District is sufficiently compact and contiguous to be developable as a functionally interrelated community. Would you please explain what you mean when stating that the proposed District is of sufficient compactness?

The District will encompass approximately 183.926 acres, more or less, and will provide a range of residential and residential-support land uses that require the necessary elements of infrastructure including onsite and offsite sanitary sewer, reuse water, water distribution, stormwater management system, electrical service, conservation and mitigation areas, onsite and offsite roadway improvements, among other improvements. From an engineering perspective, it appears the proposed District will have sufficient overall residential density to require all the above-mentioned necessary elements of infrastructure of a comprehensive community. These facilities and services require adequate planning, design, financing, construction, and maintenance to provide the community with 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.

22. 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.

23. 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?

Yes.

24. What is the basis for your opinion?

Based on the information provided to me, it is my understanding the development within the District is amenable to be served by the proposed Districts, which will provide infrastructure improvements, which are limited in scope. This infrastructure is expected to directly benefit the development and may be adequately served by a special district government. In addition, special district governance provides a mechanism whereby long-term maintenance obligations can be satisfied by the persons primarily using the facilities and services.

25. Do you have an opinion, as someone experienced in land development, as to whether the proposed District is the best alternative for delivering community services and facilities to the areas that will be served by the proposed District?

Yes.

26. What are the alternatives contemplated in rendering this opinion?

There would be two alternatives that I am aware of to the establishment of the proposed District. First, the City could provide the selected facilities. They may do this to facilitate economic development, accommodate new growth, and provide new services, the The second alternative would be for the developer or homeowner's association (HOA) to provide the infrastructure using private financing.

27. How does the proposed District compare to these alternatives?

By comparison of the alternatives referenced above, from an engineering perspective, the proposed District is the best alternative available to provide the necessary infrastructure improvements. As a special-purpose "local government," the proposed District is a stable, long-term public entity capable of constructing, maintaining and managing the proposed

elements of infrastructure of the necessary facilities and services. The limited purpose and scope of the District, combined with the statutory safeguards in place, such as notice of public hearings and access to district records, would ensure that the proposed District is responsive to the infrastructure needs of the proposed District. The proposed District would be able to obtain relatively low-cost financing to provide the necessary improvements and then impose special or non-ad valorem assessments upon the property owners within the District to fund the infrastructure.

Only a CDD allows for the independent financing, administration, operations and maintenance of the land within the District. Only a CDD allows property owners, and eventually residents, to completely control the CDD board and, therefore, the timing and extent of infrastructure improvement and maintenance. Knowing when, where and how infrastructure will be needed to service the projected population of an area allows for the smooth delivery of those facilities. The proposed District exceeds other available alternatives at focusing attention to when and where and how the next system of infrastructure will be required for this specific area. This results in a full utilization of existing facilities before new facilities are constructed. It reduces the delivered cost to the citizens being served. The alternatives do not have all of these characteristics.

28. Does this conclude your testimony?

Yes, it does.

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, Anthony Iorio, 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 Anthony Iorio and I am the Vice President of Development of Hanover Land Company, LLC.

3. The prepared written, pre-filed testimony consisting of eight (8) 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 are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony generally addresses the accuracy of the information set forth in the petition and compliance with establishment requirements.

7. No corrections 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 12 day of January 2023.

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.

PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026

[notary seal]

(Official Notary Signature)

Name: Paul Daniel
Personally Known _____
OR Produced Identification _____
Type of Identification _____

4858-2185-9647.2

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.

10. Please generally describe each of the exhibits attached to the Petition.

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 3 is the Consent of Landowner to CDD Establishment, executed by TLC Trinity Gardens, LLC, which represents the consent of one hundred percent (100%) of the owners of the lands to be included within the District.

Exhibit 4 contains maps depicting the existing and future general distribution, location, and extent of the public and private land uses within the proposed District by the land use plan element.

Exhibit 5 contains maps identifying existing and proposed major trunk water mains and sewer interceptors and outfalls within and around the proposed District.

Composite Exhibit 6 contains a list of the facilities and services the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for the ownership and maintenance thereof, as well as 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.

Exhibit 7 contains the estimated costs and timetable of construction the infrastructure serving the land within the proposed District.

Exhibit 8 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.

Exhibit 9 is the authorization of agents form, which authorizes Sarah R. Sandy and Michelle K. Rigoni to act as agents for the Petitioner.

11. Were these exhibits prepared by you or under your supervision?

Yes, I engaged a consultant team and directed the preparation of the exhibits to the Petition.

12. To the best of your knowledge, is the general location map identified as Exhibit 1 a true and accurate depiction of the general location of the proposed District?

Yes, it is.

13. To the best of your knowledge, is the metes and bounds description of the external boundary of the District included in Exhibit 2, a true and accurate recitation of the land area to be included within the proposed District?

Yes, it is.

14. To the best of your knowledge, is Exhibit 3 a true and accurate copy of the consent obtained from the owner of one hundred percent (100%) of the lands to be included within the proposed District?

Yes, it is.

15. To the best of your knowledge, is the map included in Exhibit 4 a true and accurate depiction of the existing and future general distribution, location and extent of public and private land uses within the proposed District?

Yes, they are.

16. To the best of your knowledge, is Exhibit 5 a true and accurate depiction of the existing and proposed major trunk water mains and sewer interceptors and outfalls within and around the proposed District?

Yes, they are.

17. To the best of your knowledge, does Composite Exhibit 6 truly and accurately list the facilities and services that the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated owner and entity responsible for operation and maintenance thereof, as well as 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?

Yes, it does.

18. To the best of your knowledge, does Exhibit 7 truly and accurately list the estimated costs and timetable of constructing the infrastructure serving land within the proposed District?

Yes, it does.

19. To the best of your knowledge, is Exhibit 8 a true and accurate copy of the Statement of Estimated Regulatory Costs?

Yes, it is.

20. To the best of your knowledge, is Exhibit 9 a true and accurate copy of the Authorization of Agents form?

Yes, it is.

21. Are the contents of the Petition and the exhibits attached to it, as described herein, true and correct to the best of your knowledge?

Yes, they are.

22. Are you familiar with the area that is proposed to be included within the District?

Yes, I am familiar with the general area and the site specifically.

23. Approximately how large is the proposed District in acres?

The proposed District is located entirely within the City of DeLand and covers approximately 183.926 acres of land.

24. What steps were taken with respect to filing the Petition with the City?

On November 7, 2022, the Petitioner filed the original Petition with the City. In addition, an $10,000 filing fee was provided upon the request of the City.

25. Has notice of the hearing been provided in accordance with Section 190.005, Florida Statutes?

Yes. A notice of hearing is being published in the _____, a newspaper of general circulation in the City and of general interest and readership in the community, as a display ad for four (4) consecutive weeks immediately preceding the hearing. Proof of publication has been requested and will be available by the time of the establishment hearing.

26. Who are the five persons designated in the Petition to serve as the initial Board of Supervisors?

The five persons include Jason Lonas, Doug Beasley, Duane "Rocky" Owen, Thomas Franklin, Sr., and myself.

27. Do you know each of these persons personally?

Yes, I do.

28. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?

Yes, they are.

29. Are there residential units planned for development within the proposed District?

Yes. There are approximately 543 residential units planned for development within the proposed District.

30. Are there residents currently living within the areas to be included within the District, and, if so, have they been notified about the creation of the District?

No, there are no residents currently living within the areas to be included within the District.

31. What steps will be taken to ensure that prospective purchasers of the District receive notice of the existence of the District and its assessments?

There are certain state law disclosure requirements that all community development districts ("CDDs") must meet. Among the numerous requirements that a CDD must meet, below are a few examples:

First, within thirty (30) days of the establishment of the District, a Notice of Establishment is required to be recorded in the property records. The notice contains a legal description of the boundaries of the District and discloses, as required by Section 190.0485, *Florida Statutes*, through inclusion of the bold-faced language set forth in the paragraph immediately below, that the District may levy assessments. The document also provides contact information for members of the public to obtain more information about the District. This document should appear on a title search typically prepared when someone intends to purchase a home after a District has been established.

Second, Section 190.048, *Florida Statutes*, requires certain contractual language to appear in bold-faced and conspicuous type immediately prior to the signature line on every initial purchase contract. The following language will be required: **The Kepler Road Community Development District may impose and levy taxes or assessments, or both taxes and assessments, on this property. These taxes and assessments pay 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 District. These taxes and assessments are in addition to county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.**

Third, when assessments are levied for the first time or when previously levied assessments are raised, notice of a public hearing is required to be given by publication in a local newspaper and by mail to all property owners within the District. The assessments are then considered at a public hearing.

Fourth, the District will be required to adopt and record in the Volusia County Public Records a Disclosure of Public Financing and Maintenance of Public Improvements. This Disclosure summarizes the financing plan the District has undertaken, the existence, if any, of capital and operation and maintenance assessments, and the facilities and services that the District provides and maintains. This Disclosure is then provided by the District to the developer to satisfy the requirements of Section 190.009, *Florida Statutes*, and is also available for inspection by residents and prospective residents.

32. Would you please describe the proposed timetable for development of land within the proposed District?

It is anticipated that the District improvements will be made, acquired, constructed and/or installed in four phases beginning in 2023 and ending in 2028.

33. Has all of the developable land within the proposed District been planned as a single community?

Yes, the developable land, along with certain master infrastructure is to be maintained by the proposed District that will service the developable land, although anticipated to be constructed in multiple phases, is planned as a single community.

34. Would you generally describe the services and facilities you currently expect the proposed District to provide?

The Petitioner presently intends for the District to be involved in providing the following services and facilities: on-site and off-site public roadway improvements, onsite water distribution system, sanitary sewer and reuse water systems, offsite utility improvements, onsite and offsite stormwater management improvements electrical service improvements, conservation and mitigation improvements, trails, landscape, hardscape and irrigation improvements, and other related improvements. The facilities are outlined in Composite Exhibit 6 of the Petition.

Petitioner's good faith expectation of the costs associated with such facilities and services is itemized in Exhibit 7 to the Petition.

35. Did you cause the cost estimates identified in Exhibit 7 to be prepared?

Yes, the cost estimates were prepared under my supervision and direction.

36. What methods were used to estimate these costs?

The estimates are based on research regarding historical costs of constructing similar infrastructure and current market conditions.

37. In your opinion, are the cost estimates for the facilities for the proposed District reasonable?

Yes, to the best of my knowledge and based on the information available.

38. In general, what financing methods does the Petitioner propose the District may use to pay for the anticipated facilities and services?

Petitioner presently expects that the District will finance all or a portion of the facilities and services through the issuance of tax-exempt bonds, special assessments and through

other available financing mechanisms. The debt issued by the proposed District is expected to be retired by non-ad valorem assessments (also known as "special assessments") on benefitted property within the proposed District. Ongoing maintenance and operation of the District and its facilities and services are expected to be funded by non-ad valorem special assessments. Any facilities not financed with a bond issue may be funded by the developer using conventional financing options.

39. Who will be responsible for paying the proposed District's assessments?

Only current property owners and those who choose to acquire property within the proposed District will be responsible for paying District assessments.

40. Will these proposed District debts be an obligation of the City, Volusia County, or the State of Florida?

No. The debts will be solely the District's obligation and secured by non-ad valorem assessments levied against property owners. Florida law provides that CDD debt cannot become the obligation of a county, a city, or the state without the consent of that government.

41. Why is the Petitioner seeking to have a CDD established for this area?

There are hundreds of CDDs throughout the State of Florida. CDDs are an efficient, effective way to provide infrastructure and have become accepted in the marketplace to homebuyers. CDDs have the ability to assist in the streamlined and efficient maintenance and operation of infrastructure and services to developing communities.

From our perspective, the establishment of a CDD is logical for this project. It provides a long-term, stable, financially secure entity. The proposed District is a structured, formal entity with the legal ability to respond to future changes in the circumstances and desires of its residents. Under Florida law, the proposed District has access to Volusia County's tax collection mechanisms, which helps ensure that the facilities will be maintained. In that sense, it is preferable over control by a property owners association.

Additionally, a CDD has the ability to enter into interlocal agreements with other government entities. These allow a CDD to work with other government entities to complete projects that benefit residents within the CDD boundaries while also assisting local governments in completing infrastructure necessary to serve growth.

A CDD has the financial capability to assist in the provision of necessary capital improvements sooner than may otherwise be the case. The City, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety and general property enhancement. Additionally, a CDD is the entity preferred by many regulatory agencies, including many water management districts, to operate and maintain the stormwater management and other similar systems. This is because the CDD is a perpetual entity, operating in open meetings, with the financial ability to ensure that the

maintenance of these important environmental facilities and amenities is accomplished. Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable way to ensure this needed infrastructure is maintained.

42. Does this conclude your testimony?

Yes.

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, Scott A. Stuart, ("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 Scott A. Stuart, and I am the Director of Planning at Kelly, Collins & Gentry, Inc.

3. The prepared written, pre-filed testimony consisting of four (4) pages submitted under my name to the City Commission of City of DeLand, Florida, relating to the Petition ("Petition") to Establish the Kepler Road 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 land development as a planner and related matters are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the applicable provisions of State and local comprehensive plans 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 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.

ANJANA K. MISTRY
MY COMMISSION # HH 132178
EXPIRES: June 14, 2025
Bonded Thru Notary Public Underwriters

[notary seal]

(Official Notary Signature)

Name: Anjana K. Mistry

Personally Known ✓

OR Produced Identification _____

Type of Identification _____

TESTIMONY OF SCOTT A. STUART, FOR ESTABLISHMENT OF KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Scott Stuart. My business address is 1700 North Orange Avenue, Suite 400, Orlando, Florida 32804.

2. By whom are you employed and in what capacity?

I am the Director of Planning at Kelly, Collins & Gentry, Inc.

3. And what is the nature of your firm's business?

Land development, land planning, civil engineering consulting, and project management.

4. Please describe your experience and credentials, including your current employment.

I have been employed with Kelly, Collins & Gentry since 2001 providing professional services for the development of land and related civil engineering projects. I have over 25 years of experience in the field of land development, land use planning, and right of way acquisition support / eminent domain projects for both public and private clients throughout the state of Florida. My experience includes site planning, site evaluation, feasibility studies, development potential analysis, due diligence analysis, annexations, rezonings, comprehensive plan amendments, and permitting for a wide variety of development programs. I provide land planning services to assist real property appraisers with right of way acquisition/eminent domain projects including comprehensive parcel analysis, development trend analysis, parking analysis, highest and best use support analysis, redevelopment cure plans, cost to cure quantities, mediation support, trial preparation, and expert witness testimony. I have testified in various hearings and trials as an expert witness in the field of land planning throughout the state of Florida.

5. Please provide your professional background, with degrees earned, major areas of study, year of degree, and institutions attended.

I have Bachelor of Arts in Geography with a concentration in Planning from West Chester University, West Chester, Pennsylvania, 1995.

6. Are you a member of any professional associations?

Florida Planning and Zoning Association (FPZA) – Member since 1999
FPZA Central Florida Chapter Executive Board Since 2003 (President 2010, 2017, 2018)
FPZA State Board 2015-2020 (President 2019, 2020)
America Planning Association – Member since 1999
Association of Eminent Domain Professionals (ADEP) – Member since 2008

7. Prior to your current employment, by whom were you employed and in what position?

Earlier in my career, I worked for the City of Oviedo Planning Department, serving as a Planner and Development Review Coordinator. My responsibilities included code compliance review, processing of commercial site plans, planned unit developments, and permitting. I was also involved in the interpretations of codes and variance applications as the staff representative to the Board of Adjustments.

8. Are you familiar with the Petition to establish the Kepler Road Community Development District ("District")?

Yes. I assisted the consultant team in preparation of attachments to the Petition.

9. Do you have an opinion, as someone experienced in planning, as to whether the establishment of the proposed District is inconsistent with any applicable element or portion of the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes.

10. What is your opinion?

In my opinion, the proposed District is not inconsistent with the applicable provisions of Chapter 187, *Florida Statutes*.

11. What is the basis of your opinion?

I have reviewed, from a planning perspective, applicable portions of the State Comprehensive Plan (Chapter 187, *Florida Statutes*) which relate to the proposed District. The State Comprehensive Plan provides "long-range policy guidance for the orderly, social, economic, and physical growth of the state." The State Comprehensive Plan provides twenty-five (25) subjects, with several goals and policies particularly supportive of the establishment of the proposed District. Three subjects are particularly relevant, from a planning perspective, to the establishment of the District: No. 15 - Land Use, No. 17 – Public Facilities, and No. 25 - Plan Implementation.

12. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment of the proposed District?

Subject 15 is land use. This goal recognizes the importance of preserving the natural resources and enhancing the quality of life in the State of Florida and attempts to do so by ensuring that development is located in areas that have fiscal abilities and service capacity to accommodate growth in an environmentally acceptable manner. Community Development Districts are designed to provide services and facilities in a fiscally responsible manner to areas which can accommodate development. The proposed District is consistent with this goal because it will continue to have the fiscal capability to provide a range of services and facilities to a population in a designated growth area.

13. Are any of the policies under subject No. 15 relevant?

Yes, Policy 1 intends to promote programs, investments, and efficient development activities in areas which will have the capacity to service new populations and commerce. The proposed District will be a vehicle to provide high quality services in an efficient and focused manner over the long term.

14. What is Subject 17 and why is it relevant?

Subject 17 is public facilities. The goal is to protect investments and finance facilities to serve residents in a timely, orderly, and efficient manner.

15. Are any of the policies under subject No. 17 relevant?

In particular, Policy 3 states that the cost of new public facilities should be allocated to existing and future residents on the basis of the benefits received. And Policy 6, the identification and implementation of innovative but fiscally sound and cost-effective techniques for financing public facilities. Establishment of the proposed District will further this goal and related policies.

16. What is subject No. 25, and why is it relevant?

Subject No. 25 is Plan Implementation. This goal requires that systematic planning capabilities be integrated into all levels of government throughout the state, with particular emphasis on improving inter-governmental coordination and maximizing citizen involvement. The proposed District will operate through a separate and distinct Board of Supervisors who will systematically plan the construction, operation, and maintenance of public improvements and community facilities authorized under Chapter 190, *Florida Statutes*, subject to and not inconsistent with the local government comprehensive plan and land development regulations. Further, meetings held by the Board of Supervisors are publicly advertised and open to the public.

17. Are there any relevant policies in this portion of the State Comprehensive Plan?

Yes. Policy 6 encourages public citizen participation at all levels of policy development, planning and operations. Under Chapter 190, *Florida Statutes*, six (6) years after the establishment of a Community Development District, and after two hundred and fifty (250) electors reside in the Community Development District, the election of the Board of Supervisors begins to transition from a landowner-elected Board to a resident-elected Board. Regardless of whether the board is elected by the landowners or the residents, the proposed District must convene its meetings in accordance with government in the sunshine provisions set forth in Chapter 286, *Florida Statutes*. This encourages citizen participation in the planning and operational activities of the district.

18. Based upon your experience with planning, do you have an opinion as to whether establishment of the proposed District is inconsistent with any portion or element of the City of DeLand Comprehensive Plan?

Yes, I do.

19. What is that opinion?

In my opinion, the establishment of the proposed District is not inconsistent with any applicable provisions of the City of DeLand Comprehensive Plan. The proposed District is planned in such a way to integrate the natural environment with design, aesthetics, and environmental protection to enhance the community, as intended by the City's Comprehensive Plan Future Land Use Element policies for new community developments.

20. What is the basis for that opinion?

The proposed District includes a variety of housing types, recreational uses, open spaces, and environmental preservation consistent with the City's Comprehensive Plan policies for community development in the Low Density Residential Future Land Use designation. The intended uses within the proposed District are compatible with surrounding uses with a gross density consistent with existing and intended densities in the area. This information was utilized during the annexation of the lands comprising the District and planned development approvals recently approved by the City.

My opinion is also based upon years of experience reviewing comprehensive plans (including for purposes of this project) and there not being any provisions that would render the proposed District inconsistent with any portion of the City's Comprehensive Plan. Furthermore, Chapter 190, *Florida Statutes*, prohibits any Community Development District from acting in a way that is inconsistent with the local government's comprehensive plan, the exercising of any power must be done with the comprehensive plan in mind. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district.

21. Does this conclude your testimony?

Yes, it does.

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 approximately183.92 +/- 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. Apgar
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:

GENERAL FINDINGS

A. That the application of Hanover Land Company, LLC was duly and properly filed herein on July 19, 2021 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 183.92 +/- acre parcel of land which is the subject of this application and which land is situated in DeLand, Florida and more particularly described in the attached Exhibit "A" (hereinafter the "Property").

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owners of the Property, Stewart Family Properties, LLC, a Florida limited liability company, Central Florida Investment Co, LLC, and CMM Investments, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the Property from 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.

C. That the Official Zoning Map of the City of DeLand is hereby amended to show the rezoning of the Property to Trinity Gardens PD.

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

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

E. Except as otherwise stated herein, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The Property shall be developed as 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**

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

Permitted Uses within Residential Areas:

1. Single-Family Residences:

Single-family dwellings, except mobile homes.

Family day care home.

Mini and neighborhood parks.

Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle facilities.

2. Townhome Residences:

Two-family dwellings and duplexes.

Multiple-family dwellings and duplexes.

Family day care home.

Mini and neighborhood parks.

Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle facilities.

H. Development Standards. All development for the property shall rely upon the standards set forth below for each phase of development as identified on the Planned

Development Plan. The maximum number of units permitted for all Phases shall not exceed 543.

1. Single-Family Residences:

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

2. Townhomes:

a) Minimum Lot Area of 2,400 sq. ft.

b) Minimum Lot Width of 24 feet

c) Minimum Lot Depth of 100 feet

d) Minimum Individual Unit Size of 750 sq. ft.

e) Maximum Building Height of 35 ft.

f) Maximum Unit Count Per Building: 6 units

g) Minimum Spacing Between Townhome Buildings: 20 feet

h) Minimum Setbacks:

i.	Internal Side	0 ft.
ii.	End Unit Building Side	10 ft.
iii.	Front	25 ft.
iv.	Rear	20 ft.
v.	Street Side	15 ft.
vi.	Accessory Structure	5 ft.

i) Specialty Setbacks

i.	Air Conditioning/Heating Units (Rear of Unit):	5 ft.
ii.	Patio (Rear of Unit):	5 ft.
iii.	Generators/Other Mech. Equip. (Rear of Unit):	5 ft.
iv.	Eaves:	5 ft.

j) Maximum Impervious Surface Area: 75%

k) Maximum Townhouse Unit Count: 118 units

3. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the Land Development Regulations Ordinance No. 2013-11, as amended.

4. Parking Standards

a. Single-family Residences:

1. Off-Street Parking: Each parcel shall be designed to accommodate no less than two (2) parking spaces via use of on-parcel driveway and two (2) spaces in an internal garage. All driveway parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per each vehicle).

2. On-Street Parking: In order to accommodate visitors and any demand for parking beyond 4 spaces per residential lot, on-street parking, as illustrated on Exhibit "B", shall be provided in various locations within the Property. No less than 301 on-street parking spaces shall be provided. On street parallel parking is 8.5 feet by 22 feet measured to back of drop curb (minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop curb). Perpendicular parking spaces are sized at 9 feet by 20 feet. Cross sections of the roadway illustrating typical design for parking on one or both sides of the street are included in Exhibit "B".

b. Townhomes

1. Each parcel shall be designed to accommodate no less than two (2) parking spaces via use of on-parcel driveway and two (2) spaces in an internal garage. All driveway parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per each vehicle). Designated parking areas within the Property shall be provided for guest and overflow parking as shown on the Planned Development Plan.

5. Signage: Signage for the subdivision shall be provided per the Land Development Regulations. Monument signs identifying the subdivision shall be placed at

the entrances along E. Beresford Ave., Dr. Martin Luther King, Jr. Beltway and S. Blue Lake Ave. The primary access point shall be the Dr. Martin Luther King, Jr. Beltway entrance.

6. Open Space. Open space and/or common area shall meet the requirements of the Land Development Regulations Ordinance No. 2013-11, as amended.

7. Design. The City shall encourage a mixture of design facades within the single-family home phases of the development, and the Developer shall avoid a repeating sequence of designs and shall not utilize the same design on lots within 3 single-family lots of each other on the same side of the street. The property owners' association shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this Section as part of the construction permit submittal for a lot.

8. Model Homes and Temporary Sales Offices. Construction of a Model Home and/or Temporary Sales Office for a particular phase may commence after final plat approval, **and** all the infrastructure improvements for said phase have been approved and accepted by the City of DeLand. The City Engineer shall make the final determination on the acceptance and approval.

9. Compliance. In the event that future development cannot comply with the standards set forth herein, then said entitlements shall be processed through an amendment to this Development Agreement.

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. This includes compliance with the Land Development Regulations regarding analysis, preservation, and mitigation for historic trees. Tree Protection Areas preserving a minimum of 15% of the Property,

excluding the existing on-site electric transmission easements, shall be required and maintained generally as shown on the Planned Development Plan. Tree Protection Areas are proposed as shown on the Planned Development Plan and may be modified based upon an updated tree survey so long as the minimum 15% of net developable areas is preserved and the ultimate configuration is finalized at through the preliminary plat approval process. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said areas, but any portion of the property with grading shall require replanting as provided for in the Land Development Regulations.

The development has been laid out in a manner to best accommodate the existing topography, drainage, and known environmental conditions identified on the property. However, the actual location and layout of the developed areas within the development shall be determined during subdivision review and may be modified based on environmental conditions. In addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material.

Due to the presence of pre-existing utility easements running through the property, portions of the proposed Tree Protection Areas are segmented or otherwise divided by said easements so that typical widths cannot be accommodated. To accommodate and work around the easement areas while preserving Tree Protection Areas, the development may reduce a particular Tree Protection Area's minimum width to 20 feet when the total areas of said TPA is at least 4600 square feet and adequate space is available for replacement trees to be planted within said TPA without conflict with the easement area. Moreover, portions of Tree Protection Areas may be less than 30 feet in width when contiguous to larger Tree Protection Areas that are 30 feet in width or greater. These text provisions are

meant to accommodate the Tree Protection Areas shown on the Planned Development Plan and running east/west and north/south throughout the project without conflicting with said utility easements. Additional provisions regarding tree mitigation are as follows:

1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH to 5" DBH and maintained in TPAs. If said provision regarding 2"-5" Live Oak trees within the TPAs is utilized, the City will require an additional conservation easement to prevent the future removal of said trees as the default provisions of the Land Development Code only protects trees 6" DBH or larger. Credit for preservation of these 2"-5" Live Oak trees shall be based on an actual tree survey rather than a statistical analysis.

2. Due to the City's recognition that Laurel Oaks 20" DBH and larger are nearing the end of their lifespan, any Laurel Oak 20" DBH and larger removed from the Property during development will require reduced replacement of one 3" caliper canopy tree for each Laurel Oak removed.

3. Street trees may be planted within the rights of way within the Property and said trees may be included in mitigation calculations. However, the homeowners' association shall be responsible for the maintenance of all trees planted in the public right-of-way, including the responsibility to repair any and all impacts upon the right of way infrastructure created by the presence of said trees, including any road or sidewalk facilities.

4. A tree survey is required as part of the review process for the project, to be completed prior to site-plan approval. The survey shall be conducted based on the following standards:

a. The Applicant shall survey all trees to be located in Tree Preservation Areas or otherwise used as mitigation. Once the boundaries of the Tree Preservation Areas are established, an arborist and surveyor may utilize Geopointe mapping of similar

software to locate and identify said trees within the Tree Preservation Areas.

b. The Applicant shall survey all specimen and historic trees.

c. For non-specimen or non-historic trees, the Applicant will engage an arborist to identify statistically significant sample area(s). Sample areas are to be identified based upon cover types of species. The sample area for each cover type must have an area that is at least 10 percent of its total area and may not be less than one acre in size. The Applicant's arborist shall provide the City Forester with the proposed sample areas for review, comment and approval. The proportionate area of each statistically significant sample area will be calculated as a percentage of the overall property area.

d. Upon approval of the statistically significant sample areas by the City Forester, the Applicant will cause all trees in excess of 6 inches DBH to be identified and surveyed in the selected sample area.

e. The tree density determined by the survey of the sample area(s) will be used to determine tree replacement or mitigation requirements. The tree mitigation requirements will be weighted based on the proportionate area represented by each sample area.

5. Tree replacement and tree mitigation may be provided on a phase by phase basis so long as there is no clearing in any phase for which tree replacement and mitigation is not being contemporaneously provided. All tree mitigation required for any particular phase shall be determined and approved by the City Forester based upon landscape plans submitted by the Applicant and approved by the City Forester. With the exception of required street trees, all tree mitigation required for any particular phase, based upon the approved landscape plan, shall be installed prior to the issuance of certificate of occupancy for a home in that phase. Street tree installation, based upon the approved landscape plan, shall be required on a lot-by-lot basis and must be planted prior to the issuance of a

certificate of occupancy for that particular lot.

J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6.

K. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. All stormwater retention systems will be designed to meet all required governmental regulations.

L. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the site will be from Dr. Martin Luther King Jr. Beltway. Additional connections from E. Beresford Avenue and S. Blue Lake Avenue are also provided. The Planned Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies and as needed

according to the Traffic Impact Analysis (TIA) for the project.

M. Internal Roadways.

1. All rights-of-way will be a minimum of fifty (50) feet wide and any rights-of-way with on-street parking will be a minimum of fifty-two (52) feet wide.

2. All internal roads will be dedicated to the city.

3. The maintenance of on-street parking spaces and decorative features located within the dedicated ROW (i.e. bridge adjacent to central amenity center) shall not be the responsibility of the City of DeLand.

N. Home Owners Association. The Applicant shall create a homeowners' association. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The Applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

As stated above, the City shall encourage a mixture of design facades within the development, and the Applicant shall avoid a repeating sequence of designs and shall not utilize the same design on lots within 3 single-family lots of each other on the same side of the street. The homeowners' association shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this Section as part of the construction permit submittal for the lot.

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

within the Trinity Gardens PD, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

O. Enhanced Development Conditions: Notwithstanding anything contained herein to the contrary, the following enhanced development conditions shall be applicable to the project.

1. Amenity Features.

a. Trail Network: A trail network shall be constructed throughout the Property consisting of 8 ft mulch trails, 4 ft mulch trails and 8 ft asphalt trails as depicted on Exhibit "B". Trail segments shall be constructed concurrent with the construction of the infrastructure provided for the particular phase in which the trail segment is located. Trailhead signage and distance markers shall be provided at various locations along the trail. The trail network shall be maintained by the homeowner's association.

b. Multimodal Trail Segment: A 12 ft wide asphalt multimodal trail, approximately 4,500 feet in length running from Dr. Martin Luther King, Jr. Blvd to S. Blue Lake Avenue, shall be constructed along the Property's southern boundary, adjacent to the Beresford Avenue right-of-way and shall be dedicated to the City of DeLand and open to the general public. Construction of the Multimodal Trail Segment shall be coordinated to occur during construction of the Beresford Avenue extension.

c. Amenity Tracts: Amenity Tracts are identified on Exhibit "B" and shall be constructed concurrent with the development of the Phase within which it is located. Amenity Tracts shall be owned and maintained by the homeowner's association and shall be reserved for the use of the residents of the community.

i. Phase 1 Amenity Tract. A passive, open space park shall be provided in the southeast corner of Phase 1.

ii. Phase 2 Amenity Tract. Phase 2 shall consist of the primary amenity center, which shall include a pool facility (with zero degree entry, a lap segment and child splash area), fire pit, gazebo and bathroom facilities.

iii. Phase 3 Amenity Tracts. Phase 3 shall consist of three amenity tracts. Outdoor exercise stations shall be provided in the northwest portion of the Property. A dog park, with segregated fencing for small and large dogs, shall be provided near the southern boundary of Phase 3. A playground facility shall be provided near the Property entrance at Blue Lake.

d. Community Park. Phase 4 shall provide a community park at the southwestern corner of the property. The majority of the park will be kept in a natural state, with limited underbrush clearing of trees under 6 inches in diameter and the inclusion of the 4 ft mulch trail. A central pavilion shall be constructed in the center of the park and bicycle service station shall be provided near the parking area at the eastern edge of the park. The community park will be owned and maintained by the homeowner's association, but the intent is for the park to be

able to service outside pedestrians and cyclists using the multimodal trail segment.

e. LID – Low Impact Development. The following Low Impact Development elements shall be provided:

i. Swales. Swales shall be provided in several 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.

ii. Retention Basins. Retention basins will be added to provide stormwater treatment prior to entering select natural wetlands.

iii. 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.

iv. Vegetated Natural Buffers (VNBs). Where feasible, home lots backing up to stormwater systems or wetlands will incorporate VNBs. 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.

v. Pervious Pavement/Pavers. Pervious pavers will be added to select parking areas near the community pool amenity. The

pervious paver section will provide stormwater retention prior to entering the stormwater pond.

vi. Maintenance Requirements. Unless specifically dedicated to the City of DeLand, the maintenance of Low Impact Design Elements shall not be the responsibility of the City of DeLand.

f. Trinity Gardens Community Tree Enhancement. Each single family lot shall have three (3) new trees that are each at least 2 inches DBH planted on the lot prior to the issuance of a certificate of occupancy. Since the City is without authority under state law to preclude the removal of said trees from the individual lots, these trees shall not count toward minimum tree coverage, tree preservation requirements nor tree mitigation offsets. Similarly, as the trees cannot count toward these preservation off-sets, the species of tree and planting location is left to the discretion of the homebuilder. The intent of this Community Tree Enhancement requirement is to encourage individual homeowners to contribute to shade and beautification efforts on a lot-by-by basis, above and beyond what is required under the City's subdivision requirements.

g. Perimeter Landscape Buffer Minimum. A landscape buffer, no less than 30 feet wide, shall be provided around the perimeter of the Property. Specific dimensional callouts are provided within the Conceptual Plan. Specific accommodations can be made to provide for supplemental screening utilizing a 6 ft vinyl fence along the SE corner of the property due to the presence of the utility easement between the Beresford Avenue right of way and the rear of the

residential lots.

P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other biomass cleared from the Property during development may not be incinerated on-site.

Q. INTENTIONALLY DELETED

R. Reverter Provision: The terms of this Development Agreement shall be vested upon issuance of a final subdivision plat for the first phase of the development, which shall occur within five (5) years from the effective date of this ordinance. If not vested, the City Commission may rezone the property as may be necessary or appropriate to protect adjoining properties or the public health, safety, and welfare, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph.

S. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The Trinity Gardens PD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article 12 of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

This Ordinance and all subsequent amendments shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Planning Department for placement in the public

file. The date of recording of this document shall constitute the effective date of the Trinity Gardens PD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

REMAINDER OF PAGE INTENTIONALLY BLANK

DONE and ORDERED by the City Commission, City of DeLand, Florida, this 16th day of May, 2022.

ATTEST:

Michael P. Pleus
City Manager

City Commission of DeLand Florida

Robert F. Apgar, Mayor

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16th day of May, 2022, by Michael P. Pleus and Robert F. Apgar, as City Manager and Mayor of the City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

JULIA M. HEWITT
MY COMMISSION EXPIRES DECEMBER 29, 2023
HGG 986791
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name: Julia M. Hewitt
Commission No.: HH 986791
My Commission Expires: 12/29/23

WITNESSES:

Jason Lonas
Printed Name

TAN TRAN
Printed Name

APPLICANT
HANOVER LAND COMPANY, LLC
a Florida limited liability company

By: _____
ANDREW J. OROSZ, Vice President

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.

NOTARY PUBLIC, STATE OF FLORIDA

PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026

Type or Print Name: Paul Daniel

Commission No.: HH 243140

My Commission Expires: 4/4/2026

WITNESSES:

OWNER:
Stewart Family Properties, LLC

By: C. Wayne Reid

Name: C. WAYNE REID, JR
MEMBER MANAGER

Anthony Ramshaw
Printed Name

By: _____

Name: _____

Kylie m Opeka
Printed Name

STATE OF ~~FLORIDA~~ GA
COUNTY OF GWINNETT

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 Caughman

Commission No.: J-0052 5371

My Commission Expires: 10-11-2025

ZACHARY CAUGHMAN NOTARY PUBLIC GWINNETT COUNTY, GA EXP. Oct. 11, 2025

WITNESSES:

BENJAMIN SHUMATE
Printed Name

Carlos Lynch F.
Printed Name

OWNER:
Stewart Family Properties, LLC

By: Karen O Palladino MGMR

Name: Karen O. Palladino

By: _____

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.

LISA M. WATSON
Commission # HH 011193
Expires July 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: L M Watson

Commission No.: HH011193

My Commission Expires: July 21, 2024

WITNESSES:

John B Crowther

JOHN B. CROWTHER
Printed Name

Margaret S. Crowther

Margaret S. Crowther
Printed Name

OWNER:
CENTRAL FLORIDA INVESTMENT CO, LLC,
a Florida limited liability company

By: Mary P Sizemore, MGRM

Print Name: MARY P. SIZEMORE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization this 30th day of JUNE, 2022, by MARY P. SIZEMORE, MGRM of CENTRAL FLORIDA INVESTMENT CO, LLC, who is X personally known to me or _____ who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name: John B Crowther
Commission No.:_____
My Commission Expires:_____

JOHN B. CROWTHER
Commission # GG 972514
Expires April 27, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

WITNESSES:

David Clements
Printed Name

Debra A. McDonough
Printed Name

OWNER:
CMM INVESTMENTS, LLC,
a Florida limited liability company

By: _____

Print Name: Julia C. Neumann
Mgr. CMM, Inv. LLC

STATE OF FLORIDA
COUNTY OF Volusia

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.

DEBRA A. MCDONOUGH
MY COMMISSION # GG 284881
EXPIRES: January 4, 2023
Bonded Thru Notary Public Underwriters

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 ½ of the Southeast ¼ of the Southwest ¼, also the Northeast ¼ of the Southwest ¼, less and except the Northeast ¼ thereof, also the South ½ of the Southeast ¼, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast ¼ of the Southeast ¼, 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 ½ of the Northwest ¼ of the Southeast ¼, and the Northeast ¼ of the Northwest ¼ of the Southeast ¼, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:
The North ½ of the Southwest ¼ of the Southwest ¼, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:
The South ½ of the Southeast ¼ 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.

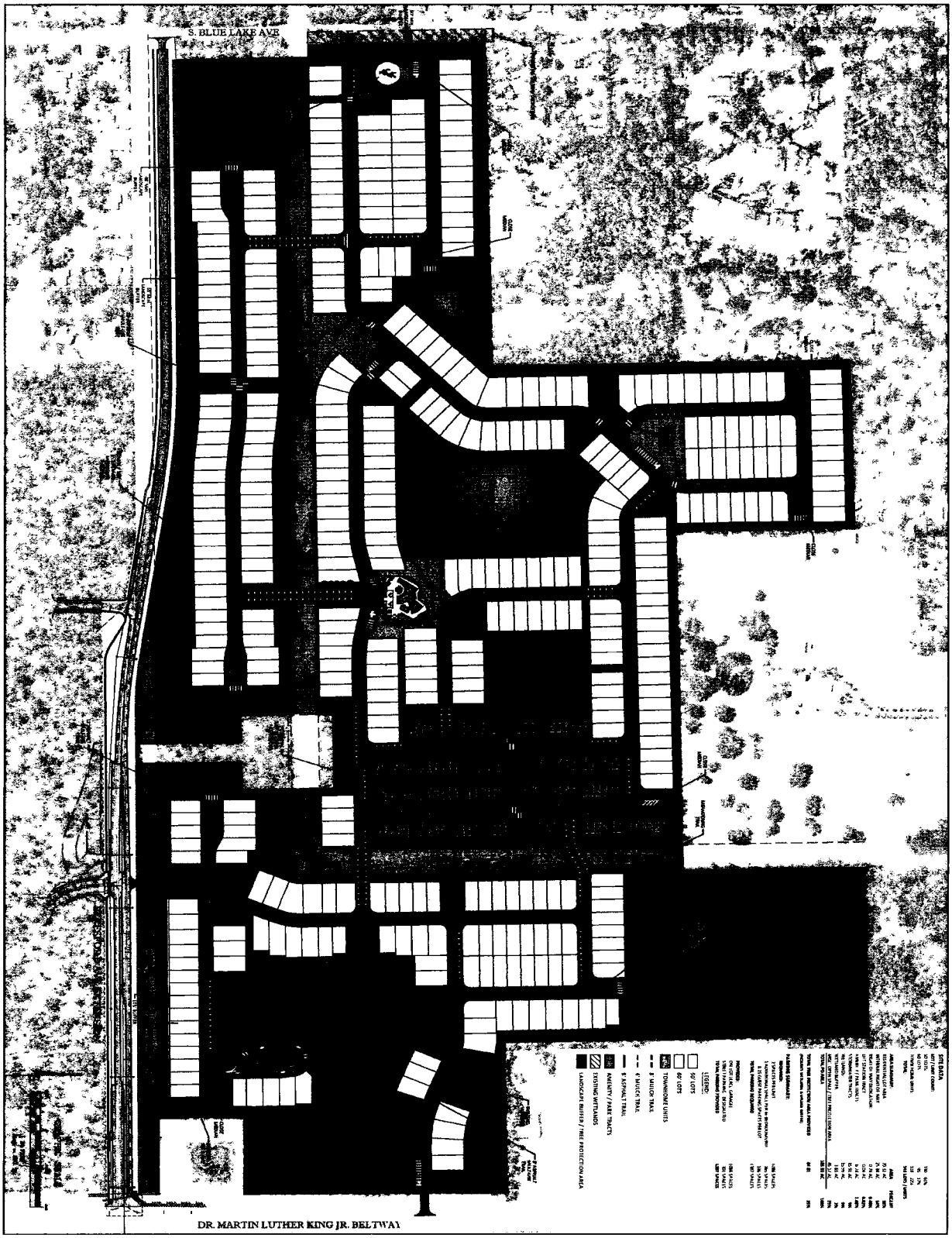
PARCEL 5:
The South ½ of the Southwest ¼ of the Southwest ¼, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.922 acres, more or less.

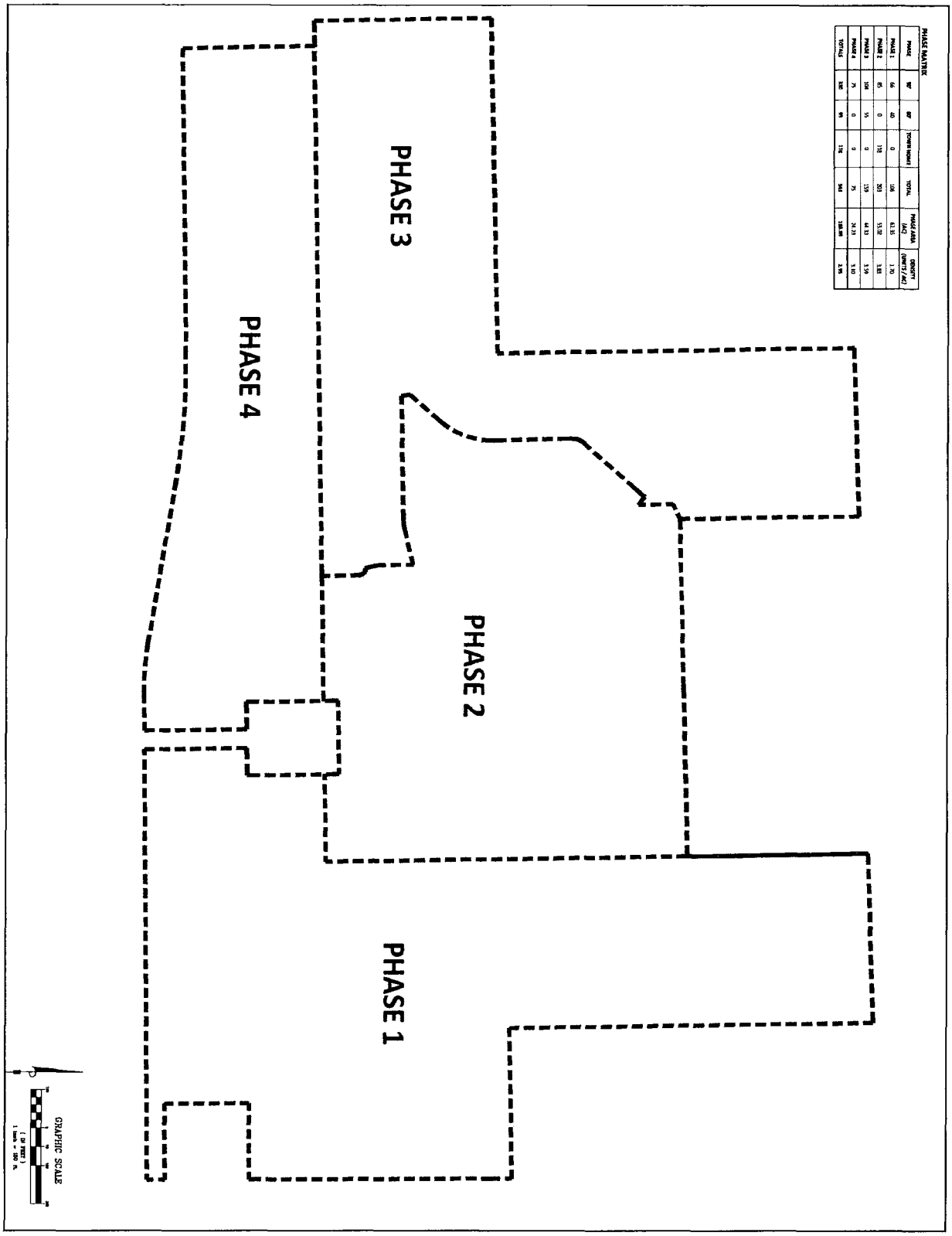
EXHIBIT "B"

PLANNED DEVELOPMENT PLAN

AND PHASING PLAN



SHEET 1 OF 3	CONCEPT PLAN	TRINITY GARDENS	PREPARED FOR: HANOVER LAND COMPANY	KCG KELLY, COLLINS & GENTRY INC



PHASE MATRIX

PHASE	MF	SF	TOWNHOMES	TOTAL	PHASE AREA (AC)	DENSITY (UNITS / AC)
PHASE 1	66	40	0	106	61.35	1.70
PHASE 2	85	0	118	203	55.02	3.83
PHASE 3	104	55	0	159	44.83	3.55
PHASE 4	75	0	0	75	34.33	3.10
TOTALS	330	95	118	543	195.53	2.95

PREPARED FOR:
HANOVER
LAND COMPANY

PHASING
PLAN

TRINITY
GARDENS

DATE | REVISION

KCG KELLY, COLLINS & GENTRY INC

SHEET
2 OF 3

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Kutak Rock, Llp
David Wilbourn
Kutak Rock, Llp
107 W College AVE
Tallahassee FL 32301-7707

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Main Legal CLEGL, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

10/23/2023, 10/30/2023, 11/06/2023, 11/13/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/13/2023

Legal Clerk

Notary, State of WI, County of Brown
3/7/27

My commision expires

Publication Cost:	$2765.00	
Order No:	9422378	# of Copies:
Customer No:	723420	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY COMMISSION OF THE CITY OF DELAND
NOTICE OF PUBLIC HEARING
Petition to Establish the Kepler Road Community Development District

Notice is hereby given that a public hearing will be held by the City Commission of the City of DeLand ("**Commission**") on **Monday, November 20, 2023,** at **7:00 p.m.**, or as soon thereafter as possible, at City Hall, Commission Chambers, located at 120 South Florida Avenue, DeLand, Florida 32720, in order to consider the adoption of the following proposed Ordinance ("**Proposed Ordinance**") on second reading:

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.

Consideration of the Proposed Ordinance may be continued to a subsequent meeting provided the date, time, and location of the subsequent meeting is publicly stated on the record at the meeting. All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the Petition and/or Proposed Ordinance. A copy of the Proposed Ordinance and other pertinent materials are available in the City Clerk's Office, City Hall, 120 S. Florida Avenue, DeLand, Florida, (386) 626-7132.

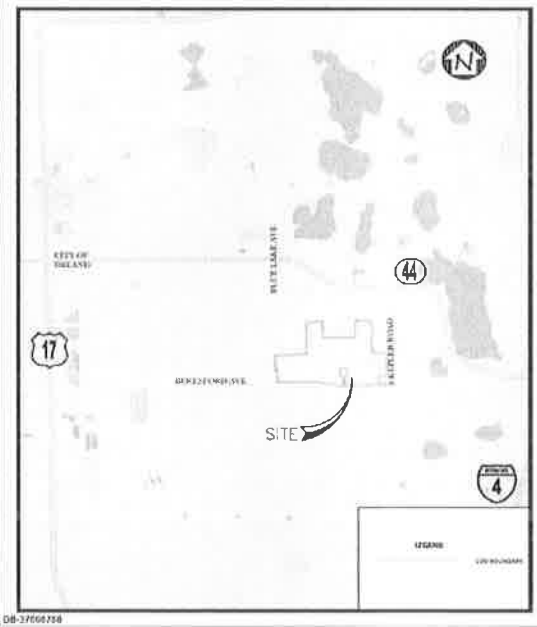
In compliance with the provisions of Chapter 190, *Florida Statutes* ("**Act**"), such public hearing will be held by the Commission to consider a petition filed by TLC Trinity Gardens, LLC ("**Petitioner**") requesting the Commission enact the Proposed Ordinance to establish a uniform community development district within the City of DeLand ("**City**") to be known as the "Kepler Road Community Development District" ("**District**"). The Petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to sanitary, sewer, reuse and water distribution systems; stormwater management systems; undergrounding of electrical service systems; conservation and mitigation areas; roadway improvements; landscape, hardscape, irrigation, and multi-modal trail improvements and other infrastructure. The City will comply with Section 190.005((2), Florida Statutes, and other controlling law, in conducting this public hearing. The purpose of this hearing is, among other things, to consider the relationship with the petition as submitted by Petitioner to the six factors listed in Section 190.005(1)(e), Florida Statutes.

The proposed land to be served by the District is located wholly within the City and is comprised of approximately 183.926+/- acres. The proposed District lands 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 external boundaries of the District are outlined in the map depicted in this Notice.

A community development district is a local unit of special purpose government created pursuant to the Act and subject to State and local regulatory requirements governing the lawful use and development of property. Establishment of a community development district pursuant to the Act is not a development order under Chapter 380, *Florida Statutes*. All planning, permitting and other regulatory requirements pertaining to development within the land area will be in accordance with general and special law and applicable City codes and ordinances. The processes herein set forth deal only with the factors to be considered in establishing a uniform community development ordinance as an alternative for managing and financing certain basic services for community development, all pursuant to City permits. The City will comply with Section 190.005(2), *Florida Statutes*, and other controlling law, in conducting this public hearing. The purpose of this hearing is, among other things, to consider the relationship of the Petition as submitted by Petitioner to the six factors listed in Section 190.005(1)(e), *Florida Statutes*.

In accordance with the Americans with Disabilities Act, persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at (386) 626-7132, at least 48 hours in advance of the hearing. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Advice to the public: Any persons or affected unit of general-purpose local government who wish to appeal any decision made by the Commission with respect to any matter considered at the public hearings will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based (Fla. Stat. 286.0105). The City does not provide a written verbatim record.



DB-37008758

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Interlocal Agreement for the Kepler Road Community Development District.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Interlocal Agreement between City of Deland and Kepler Road CDD, EXHIBIT A LEGAL DESCRIPTION, PROPOSED DISTRICT IMPROVEMENTS KEPLER, Kepler Road - Enhancement List

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

This is a companion resolution to Ordinance 2023-1485 which established the Kepler Road Community Development District. The adopted 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. This 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 this 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 has the opportunity to review and, if desired, require other provisions be added to this interlocal agreement and has complete discretion as to whether to agree upon and approve any particular terms of this interlocal agreement.

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 interlocal agreement as it relates to the adopted Kepler Road CDD.

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.

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: _____

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.

Exhibit 6-A Kepler Road CDD Proposed District Improvements			
Facilities / Systems	**Financing**	**Ownership**	**Operations & Maintenance Entity**
Master Utilities System (On-Site & Off-Site): *Sanitary Sewer; Water Distribution; Reuse Water*	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 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 place 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 requires 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
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

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

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: First Reading of an Ordinance Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed and Adding Veterinary Clinics and Doggie Daycare Facilities with no Outside Runs or Kennels as a Conditional Use in C-2A.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, LDR23-196 Staff Report Doggie Daycare - ADA, Doggie Daycare - CC with Vet Clinic in C-2A

APPROVED BY: Michael Pleus, City Manager, November 15, 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. Staff is also proposing an update to the use table, Section 33-17.23 to allow Veterinary Clinics and Doggie Daycare facilities, with no outside runs or kennels, as a conditional use in C-2A.

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. The proposed draft also adds Veterinary Clinics and Doggie Daycare facilities with no outside runs or kennels as a conditional use in C-2A.

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 and doggie daycare facilities allowing inside overnight boarding ~~for clinical care~~, with no outside runs or kennels	C	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

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, and doggie daycare facilities	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.

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									
	P-1	BR	C-1	C-2	C-2A	C-2A	C-3	C-4	M-1
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**	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.

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.

DRAFT

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: First Reading of Ordinance, Changing the Zoning Amending the DeLand Toyota PD, for +-10.43 Acres of Property, Located at 1701 South Woodland Boulevard, to Amend and Restate DeLand Toyota Planned Development, for the Purposes of Creating One Overall Development Plan with the Addition of a Proposed 8,000 Square Foot Building.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, Exhibit B-DeLand Toyota PD, Z23-034 Concept Plan, Z23-034 Traffic Impact Analysis, Z23-034 Staff Report Amended and Restated DeLand Toyota PD, Z23-034 Aerial, Z23-034 Zoning

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The entirety of the PD consists of 10.43 acres of property, and on February 22, 2023 the applicant requested to again amend the PD to allow for an 8,000 sq. ft. building to the development. During the staff review, staff found that the original parcel was subsequently divided and this not only created multiple parcels but created several non-conforming situations, such as parcel lines bisecting one of the buildings and setbacks not being met.

In an effort to "clean up" the DeLand Toyota PD, the applicant is amending and restating the PD to encompass all 10.43 acres of property and the development standards, creating one cohesive property.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the city with the approval of the PD amendment.

RECOMMENDATION:

It is recommended that the City Commission approve the amended and restated development agreement of this property on first reading.

BACKGROUND/DISCUSSION:

The subject property currently known as Parks DeLand Toyota consists of 5 lots that have been assembled over time. Each time more property was added to the development, the PD was amended to include the new parcel(s). In an effort to consolidate the multiple individual PD amendments, the applicant has submitted a

consolidated and restated PD amendment and allow for the addition of an 8,000 square foot structure. A separate site plan for the new structure will be required.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING AND RESTATING THE DELAND TOYOTA PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 1701 SOUTH WOODLAND BOULEVARD; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 10.43 +/- 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 Wojtuniak, has filed for an amendment and restated the DeLand Toyota Planned Development (PD) of approximately 10.43 +/- acres of land located at 1701 South Woodland Boulevard, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the subject property consists of 5 lots that have been assembled over time and received zoning approval to rezone to DeLand Toyota PD, Planned Development on January 17, 2012 (Ordinance No. 2012-03); and

WHEREAS, to incorporate new land, the PD was amended on November 16, 2015 (Ordinance No. 2015-13) and again on April 4, 2022 (Ordinance No. 2022-05); and

WHEREAS, the applicant is proposing an amendment and restatement the DeLand Toyota PD for the purpose of creating one overall development plan and allow for the addition of a small building; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Highway Commercial future land use designation.

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

Section 1. The City Commission has held a public hearing to approve an amendment and restate the DeLand Toyota Planned Development (PD) Agreement of approximately 10.43 +/- acres of land located at 1701 South Woodland Boulevard.

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

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for the DeLand Toyota PD, Planned Development District, as well as the documentation submitted along with the current application, all of which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan and Development Agreement for DeLand Toyota PD, Planned Development District, shall be amended as per the attached Exhibit "B" which by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

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

Section 8. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

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

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

PROPOSED 10.43 ACRE OVERALL REAL PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF THE EAST RIGHT -OF-WAY OF U.S. HIGHWAY 17 & 92 (STATE ROAD 15 & 600), BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 28, RUN THENCE N 88°D24'44" W ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 1170.62 FEET TO ITS INTERSECTION WITH THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17 & 92 (STATE ROAD 15 & 600), AS NOW LAID OUT; RUN THENCE S00°D07'11" W ALONG SAID EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID P.O.B., RUN S 88°D24'44" E, PARALLEL WITH AND 50.0 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 28, A DISTANCE OF 422.99 FEET TO A CURVE CONCAVE SOUTHWESTERLY, HAING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.43°D24'44"E., A CHORD DISTANCE OF 35.36 FFET, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET THROUGH A CENTRAL ANGLE OF 90°D00'00"; THENCE S.01°D35'15"W A DISTANCE OF 59.90 FEET TO A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1025.00 FEET, A CHORD BEARING OF S,00°D43'21"W. AND A CHORD DISTANCE OF 30.95 FEET, THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°D43'48" AN ARC DISTANCE OF 30.95 FEET; THENCE RUN S.00°D08'32"E. A DISTANCE OF 314.05 FEET; THENCE RUN S.88°D24'44"E. A DISTANCE OF 258.90 FEET; THENCE LEAVING SAID SOUTH LINE RUN S.00°D13'58"E., 265.60 FEET; THENCE RUN N.88°D24'44"W., 123.56 FEET; THENCE RUN S. 00°D 13'58" E. A DISTANCE OF 210.80 FEET; THENCE RUN S.88°D54'11"E. A DISTANCE OF 20.00 FEET; THENCE RUN S.00°D13'58"E. A DISTANCE OF 403.17 FEET; THENCE RUN N.88°D54'11"W. A DISTANCE OF 206.00 FEET; THENCE RUN N.00°D13'58"W. A DISTANCE OF 527.11 FEET; THENCE RUN N.88°D39'05"W. A DISTANCE OF 60.25 FEET; THENCE RUN N.00°D05'55"W. A DISTANCE OF 180.78 FEET; THENCE RUN N.88°D24'44"W. A DISTANCE OF 122.45 FEET; THENCE RUN N.00°D07'11"E. A DISTANCE OF 100.00 FEET; THENCE RUN N.88°D24'44"W. A DISTANCE OF 215.00 FEET TO A POINT ON THE SAID EAST RIGHT OF WAY LINE FOR U.S. HIGHWAY 17 & 92; THENCE RUN N.00°D07'11"E. ALONG EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 17 & 92, A DISTANCE OF 503.38 FEET TO THE POINT OF BEGINNING; THIS INCLUDES LOTS 9 AND 10, PLUMOSUS PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 44, PAGE 127, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AMENDED AND RESTATED

DELAND TOYOTA PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE:, Application of

PARKS AUTOMOTIVE GROUP, INC. and POWER SPORTS GROUP, LLC

ORDINANCE # _____
(# to be Provided After Commission Approval)

ORDER AND RESOLUTION

This First Amended and Restated Planned Development Agreement of the *Parks Automotive Group, Inc. and Power Sports Group, LLC*, hereinafter collectively referred to as "Applicant" or “Owner”, for rezoning was heard by and before the City Commission, DeLand Florida, on *November 20, 2023.* 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 *October 11, 2023,* and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of *Parks Automotive Group, Inc. and Power Sports*

Group, LLC was duly and properly filed herein on *February 22, 2023,* as required by law.

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

C. That the Applicant is the ***owner of a 10.43-acre parcel of land*** which is situated in DeLand, Florida. This parcel of land is described more particularly in the legal description, a true copy of which is attached hereto as Exhibit "A".

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

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

F. That the Owner of the subject property agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for an amendment and restatement of the DeLand Toyota PD for the parcel described in Exhibit "A".

B. That the said rezoning to a PD is consistent with both the City of DeLand

Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS DAY OF _____, A.D., _____, AS FOLLOWS:

A. That the Application for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A", attached hereto, is hereby the amended the current DeLAND TOYOTA PD to the ***DELAND TOYOTA PD*** as set forth in this amended and restated development agreement, as described in Article VII of the City of DeLand, Land Development Regulations Ordinance #2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand is hereby amended to show the rezoning of said parcel to ***DELAND TOYOTA PD***.

D. That the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land

Development Regulations Ordinance #2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance #2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The City of DeLand will ensure overall compliance with this Ordinance.

E. Unless otherwise provided for herein, the City of DeLand, Land Development Regulations Ordinance #2013-11, as amended, shall apply to the ***DELAND TOYOTA PD*** in the same manner as the ***C-2*** zoning classification.

F. Nothing in this Ordinance shall abridge the requirements of any City of DeLand Ordinance other than Ordinance #2013-11, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the City of DeLand Land Development Regulations, Ordinance #2013-11, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance #2013-11, as amended, and any other City Ordinances.

DEVELOPMENT AGREEMENT

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

1. Overall Development Plan The Planned Development Plan shall

consist of the Conceptual Site Plan prepared by ***Engineered Permits, Inc.*** **dated May 19, 2023** and this Development Agreement. The Conceptual Site Plan is hereby approved and incorporated in this 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.

2. Amendments. All amendments of the Planned Development Plan 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. The foregoing notwithstanding, minor amendments not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or location thereof, the development standards set forth in Section E of this Development Agreement, or any special condition, or any specific requirement of this Development Agreement.

3. Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a final site plan shall be prepared and submitted for review and approval in the manner required by Article XII of the City of DeLand, Land Development Regulations Ordinance #2013-11, as amended.

B. Unified Ownership. The PD contains 10.43 acres of contiguous property, comprised of five parcels (bearing tax parcel identification numbers 702813000090,

702813000100, 702813000510, 702813000530 and 702813000560). There is an existing structure that has been constructed across parcel lines. That building is deemed conforming with the DeLand Toyota PD zoning as set forth in this Planned Development Plan. However, the Applicant may not modify the footprint of such building until such time as all five parcels comprising the subject property is combined into one single parcel. Furthermore, any transfer of any of the five parcels comprising the subject property shall be a violation of the DeLand Toyota PD zoning. For the sake of clarity, once the five parcels are combined into one single parcel, then such parcel can be conveyed so long as the parcel is maintained in unified ownership.

C. Phases of Development. The development of the PUD shall occur in one phase, including the new parking areas, and construction of the new service building.

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

- Automobile sales
- Automobile repair and service station
- Car wash
- General/professional offices

E. Development Standards.

Parcel 702800000510:

1. Minimum lot area: *9,000 square ft*

2. *Minimum lot width and/or depth:* *75 ft*

3. *Maximum lot coverage:* *80 %*

4. *Maximum building height:* *80 ft*

5. *Proposed building:*

Dimensions: *100.17 ft x 80.17 ft*

Size: *8,030 square ft*

Setbacks:

a. *20 ft (West)*

b. *20 ft (South)*

6. *Landscape buffer requirements:*

North:	*Area abutting E Taylor Rd*	*30 ft*
East:	*Project interior*	*0 ft*
South:	*Area adjacent to the south parking spaces*	*15 ft*
West:	*Area adjacent to on-site retention pond and Parking spaces*	*5 ft*

7. *Off-street parking requirements:*

North East: *Total New Parking Lot #1: 111 Spaces*

South East: *Total New Parking Lot #2: 47 Spaces*

8. *Perimeter Building Setbacks:*

Front Setback: *20 ft*

Side Setback (West): *20 ft*

9. Signage requirements:

Building Signage: Woodland Blvd – Signage Totaling 100 SF
Taylor Road – Signage totaling 100 SF

All other signage to comply with the City of Deland land development regulations.

Parcel 702813000090:

1.	*Minimum lot area:*	*9,000 square ft*
2.	*Minimum lot width and/or depth:*	*75 ft*
3.	*Maximum lot coverage:*	*80 %*
4.	*Maximum building height:*	*80 ft*
5.	*Landscape buffer requirements:*	

North:	*Area abutting E Taylor Rd*	*30 ft*
East:	*Area abutting Plumosus Park Dr.*	*5 ft*
South:	*Project interior*	*0 ft*
West:	*Project interior*	*0 ft*

6. Perimeter Building Setbacks:

Front Setback, abutting E Taylor Rd:	*20 ft*
Side Setback, abutting Plumosus Park Dr.	*20 ft*

7. Signage requirements:

All signage to comply with the City of Deland land development regulations.

Parcel 702813000100:

1. Minimum lot area: 9,000 square ft

2. Minimum lot width and/or depth: 75 ft

3. Maximum lot coverage: 80 %

4. Maximum building height: 80 ft

5. Landscape buffer requirements:

North:	*Project interior*	*0 ft*
East:	*Area abutting Plumosus Park Dr.*	*5 ft*
South:	*Project interior*	*0 ft*
West:	*Project interior*	*0 ft*

6 Perimeter Building Setbacks:

Side Setback, abutting Plumosus Park Dr.	*20 ft*

7. Signage requirements:

All signage to comply with the City of Deland land development regulations.

Parcel 702800000530:

1. Minimum lot area: 9,000 square ft

2. Minimum lot width and/or depth: 75 ft

3. Maximum lot coverage: 80 %

4. Maximum building height: 80 ft

5. Landscape buffer requirements:

North:	*Area abutting County zoning, R-4*	*30 ft*

East: *Area east of proposed parking lot #2* *30 ft*

South: *Project interior* *0 ft*

West: *Project interior* *0 ft*

6. Perimeter Building Setbacks:

Side Setback, abutting Plumosus Park Dr. *20 ft*

7. Signage requirements:

All signage to comply with the City of Deland land development regulations.

Parcel 702800000560:

1. Minimum lot area: *9,000 square ft*

2. Minimum lot width and/or depth: *75 ft*

3. Maximum lot coverage: *80 %*

4. Landscape buffer requirements:

East: *Area east of proposed parking lot #1* *30 ft*

South: *Area South of proposed parking lot # 1* *15 ft*

West: *Area West of proposed parking lot # 1* *5 ft*

5. Signage requirements:

All signage to comply with the City of Deland land development regulations.

F. Environmental Considerations. All existing trees to be preserved will be protected during construction. Protective barriers shall be constructed prior to clearing around all trees designed to remain. Absolutely no fill, building materials, trash, or other objects shall be placed inside these barriers. No equipment will be parked or stored inside these barriers. If fill is deposited adjacent to these areas, a suitable temporary or permanent retaining structure shall be constructed to prevent siltation of the barricade area. Contractor is responsible for maintaining preserved trees during construction.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development Regulations Ordinance #2013-11, as amended, and State of Florida Administrative Code 64E-6.

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

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance #2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. *Existing access points along US Highway 17, Taylor Rd, and Plumosus Park Drive, shall remain.*

J. Reverter Provision: The City Commission may rezone any portion of the project which has not secured a ***Class II*** development order on or before 5 years from the effective date of this ordinance as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph.

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

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

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

ATTEST: City Commission of DeLand Florida

_____	_____
Michael P. Pleus	Christopher M. Cloudman
City Manager	Mayor

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ (mo/yr), by Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.:_____

My Commission Expires:_____

WITNESSES:

OWNER:
PARKS AUTOMOTIVE GROUP, INC.

_____
Signature

By:_____
Stephen R. Parks, President

_____
Print Name

_____
Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 20__ by Stephen R. Parks, President of Parks Automotive Group, Inc., and who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____
Commission No.:_____
My Commission Expires:_____

WITNESSES:

OWNER:
POWER SPORTS GROUP, LLC

_____
Signature

By:_____
Stephen R. Parks, MGRM

_____
Print Name

_____
Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

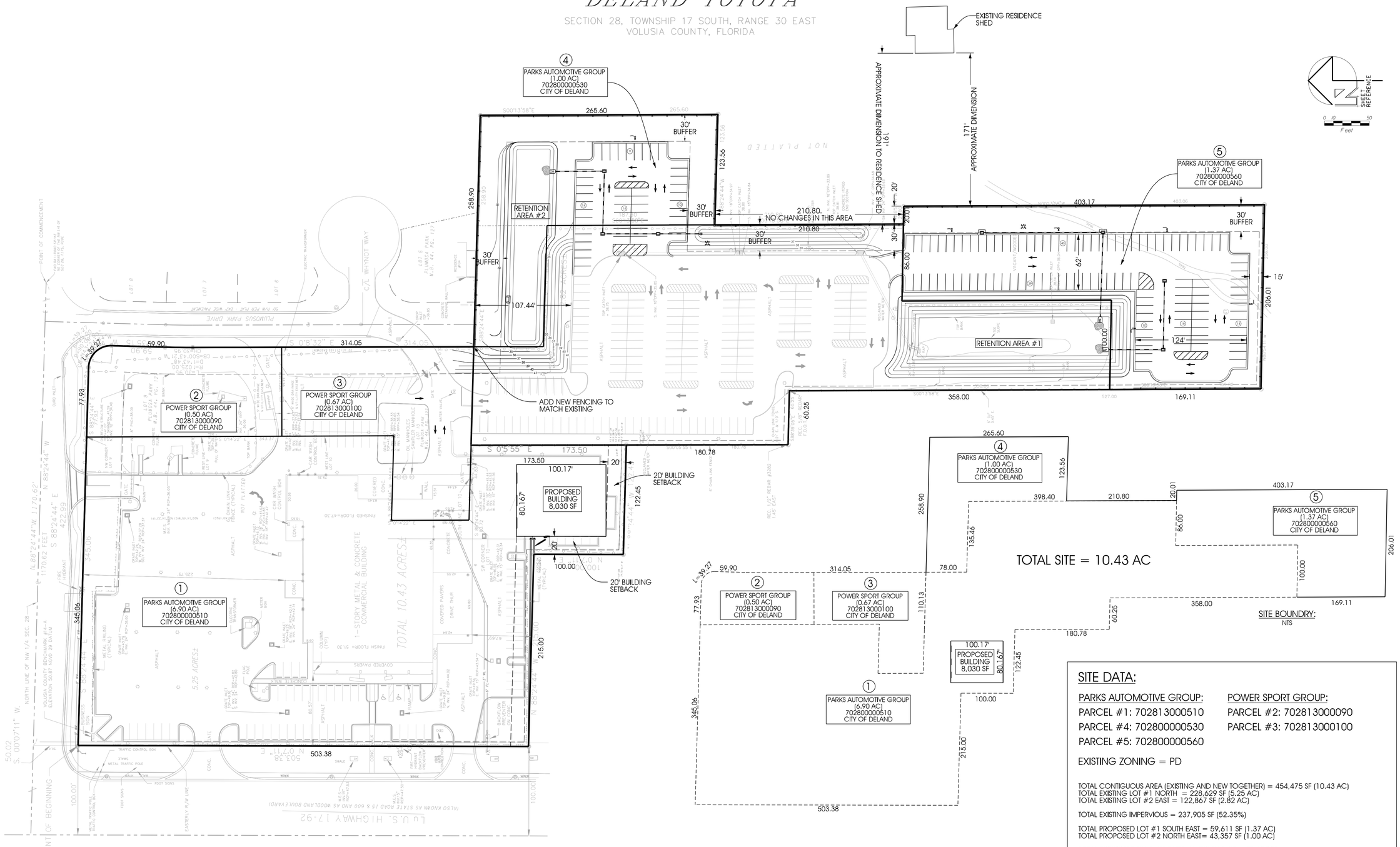
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 20__ by Stephen R. Parks, MGRM of Power Sports Group, LLC, and who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____
Commission No.:_____
My Commission Expires:_____

DELAND TOYOTA

SECTION 28, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



SITE DATA:

PARKS AUTOMOTIVE GROUP:
PARCEL #1: 702813000510
PARCEL #4: 702800000530
PARCEL #5: 702800000560

POWER SPORT GROUP:
PARCEL #2: 702813000090
PARCEL #3: 702813000100

EXISTING ZONING = PD

TOTAL CONTIGUOUS AREA (EXISTING AND NEW TOGETHER) = 454,475 SF (10.43 AC)
TOTAL EXISTING LOT #1 NORTH = 228,629 SF (5.25 AC)
TOTAL EXISTING LOT #2 EAST = 122,867 SF (2.82 AC)

TOTAL EXISTING IMPERVIOUS = 237,905 SF (52.35%)

TOTAL PROPOSED LOT #1 SOUTH EAST = 59,611 SF (1.37 AC)
TOTAL PROPOSED LOT #2 NORTH EAST= 43,357 SF (1.00 AC)

TOTAL PROPOSED PAVEMENT LOT #1 SOUTH EAST = 38,332 SF
TOTAL PROPOSED PAVEMENT IOT #2 NORTH EAST = 15,600 SF

TOTAL PROPOSED IMPERVIOUS = 53,932 SF (11.87%) (OF NEW LOTS)

TOTAL OVERALL SITE IMPERVIOUS OF CONTIGUOUS = 291,837 SF (64.21%)

PARKING PROVIDED:

TOTAL PARKING IMPROVEMENT = 47 + 111
= 158 SPACES (INVENTORY PARKING, NON-CUSTOMER)

ENGINEERING • PLANNING • DESIGN • PERMITTING

REVISIONS:

DESCRIPTION	DATE	BY

PROJECT: DELAND TOYOTA EXPANSION LOT

SHEET TITLE: EXHIBIT SITE PLAN

EPI
ENGINEERED PERMITS, INC.
311 SOUTH WOODLAND BLVD.
SUITE A
DELAND, FL 32720
PHONE: 386-734-0830
FAX: 386-734-8226
CERT NO. 26298
EMAIL: epi@epieng.net

MICHAEL WOJTUNIAK, P.E.
P.E. NO. 69934
EMAIL: mwojtuniak@epieng.net

SHEET NO. 1 OF 1

***THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL J. WOJTUNIAK, P.E. ON 5/19/2023. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. UNLESS THE RAISED SEAL HAS BEEN UTILIZED. ***

5/19/2023 12:03:30 PM M:\Toyota Deland New Expansion 2020\PD\2023 PD\Exhibit\Exhibit_siteplan23.dgn

ENGINEERED PERMITS, INC.

311-A S. Woodland Blvd., DeLand, FL 32720
Phone 386-734-0830 Fax 386-734-8226
epi@epieng.net **COA#26298**

January 10, 2022

Subject: DeLand Toyota
Traffic Impact Statement

To whom it may concern:

Engineered Permits Inc. (EPI) has reviewed this project for traffic impacts. The current site is being used for automobile sales and service. The application submitted is for new inventory parking and will complement the existing site. No new trips are proposed as no new building area is proposed.

The addition of 160 new parking spaces will be used for inventory only. No additional trips are proposed therefore a complete TIA is not required.

If any additional information is required please feel free to contact me at 386-490-5474 or by email at mwojtuniak@epieng.net.

Sincerely,
Engineered Permits Inc.

Michael Wojtuniak, P.E.
Project Manager

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

October 11, 2023

A. APPLICATION NO.: Z23-034

APPLICANT: Michael Wojtuniak, P.E.

REQUEST: Request for an amended and restated Planned Development known as DeLand Toyota, for the purposes of creating one overall development plan with the addition of a proposed 8,000 SF bldg.

APPLICABLE REGULATIONS:

Article IV OVERLAY AND FLOATING ZONES
Sec. 33-32 – Planned Development District.

Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

B. SITE FACTORS:

Location:	1701 S. Woodland Blvd.
Parcel Size:	±10.43 acres
Land Use:	City of DeLand HC (Highway Commercial)
Existing Zoning:	Toyota Planned Development
Existing Use:	Car dealership

	SURROUNDING USE:	**SURROUNDING ZONING:**
North:	Highway Commercial; Low Density Residential	R-1B
South:	VC: Urban Medium Intensity; Low Density Residential	VC: R-4
East:	VC: Urban Medium Intensity	VC: R-4
West:	VC: Commercial	DeLand Toyota PD; VC: B-5

B. ANALYSIS:

The subject property currently known as Parks DeLand Toyota consists of 5 lots that have been assembled over time. Each time more property was added to the development, the PD was amended to include the new parcel(s).

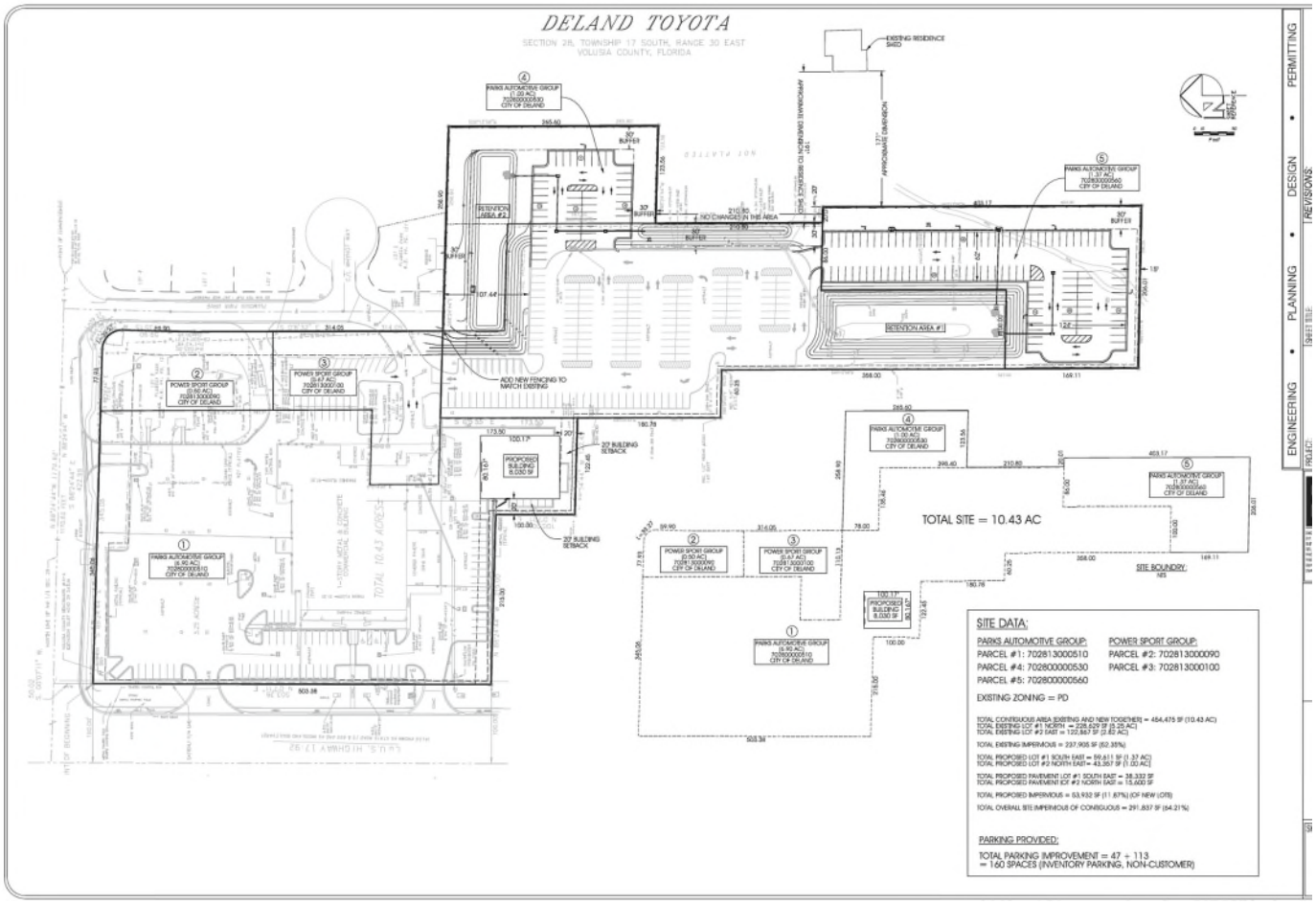
On January 17, 2012, the property located at 1701 S. Woodland Blvd. received zoning approval to rezone to Parks DeLand Toyota PD, Planned Development. The development was originally approved for 5.25 acres in size. Later, the owner of the dealership purchased additional property from the neighbor to the east, Mr. Vincent Gould. In order to incorporate the new land, the PD was amended on November 16, 2015 (1st Amendment to the PD) and on April 4, 2022 (2nd Amendment to the PD). In all, the PD consists of 10.43 acres of property, and on February 22, 2023 the applicant requested to once again amend the PD to allow for an 8,000 sq. ft. building to the development. However, when reviewing the plans, staff came across some issues. At some point in the past, the original parcel was divided, and this not only created multiple parcels, but it created non-conformities such as parcel lines cutting through one of the buildings and setbacks not being met.

In an effort to "clean up" the DeLand Toyota PD, the applicant is amending and restating the PD to encompass all 10.43 acres of property and the development standards, creating one cohesive property. Unfortunately, it became evident that not all parcels could be combined into one because they are not owned by the same LLC.

Being that the non-conformities already exist, a statement has been added to the amended and restated agreement (section B. Unified Ownership) that acknowledges that the applicant is not currently able to combine the two parcels owned by Power Sports Group, stating,

> *"…in order to facilitate the amended and restated PD, it will be recognized as one development. As such, the alteration of the footprint of the existing structure that has been constructed across the parcel lines shall be prohibited and shall remain under unified ownership, until such time as the parcels can be combined."*

CONCEPT PLAN:



The Technical Review Committee recommended at their July 20, 2023 meeting that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing all remaining Staff comments. All comments have since been addressed.

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

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

The property to the west of Lot 1 and Lot 2 is the current DeLand Toyota dealership, the majority of which have car-related services as their primary use. Lot 2 directly abuts residential homes to the north. Because of that, the concept plan situates a retention pond, plus a 30' wide landscape buffer, between the residential properties and the dealership. To the east is the subject property's parent parcel; and a 30' wide landscape buffer will also be provided to protect its residential character from the proposed use.

The development is consistent with the Comprehensive Plan in that the underlying land use designation is HC, Highway Commercial. The HC land use designation is consistent with land uses for adjacent City and County properties along the US Highway 17-92 corridor.

The proposed development program is consistent with the existing Toyota PD and maintains the same general character and pattern of the surrounding area.

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

The rezoning of this property should not impact any environment or natural resources as the site is already developed.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

Subsequent commercial development of the vacant parcel will increase the taxable value of the subject property and allow for expansion of the car dealership.

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

The proposed use of the property is anticipated to have little to no impact on governmental services.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

This property is located east of US 17-92, and is adjacent to the limits of the City of DeLand. The proposed zoning change will facilitate site improvements, and it is consistent with the pattern of nearby land uses and zoning.

6. Was there a mistake in the original classification?

There was no known mistake.

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

The proposed rezoning is simply clarifying the development plan of the established car dealership business and allowing the addition of an 8,000 sq. ft. building, and should not have any effect upon the affected area.

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

It is not anticipated that there will be any adverse impacts upon public health, safety or welfare as a result of this rezoning.

C. CONCLUSION:

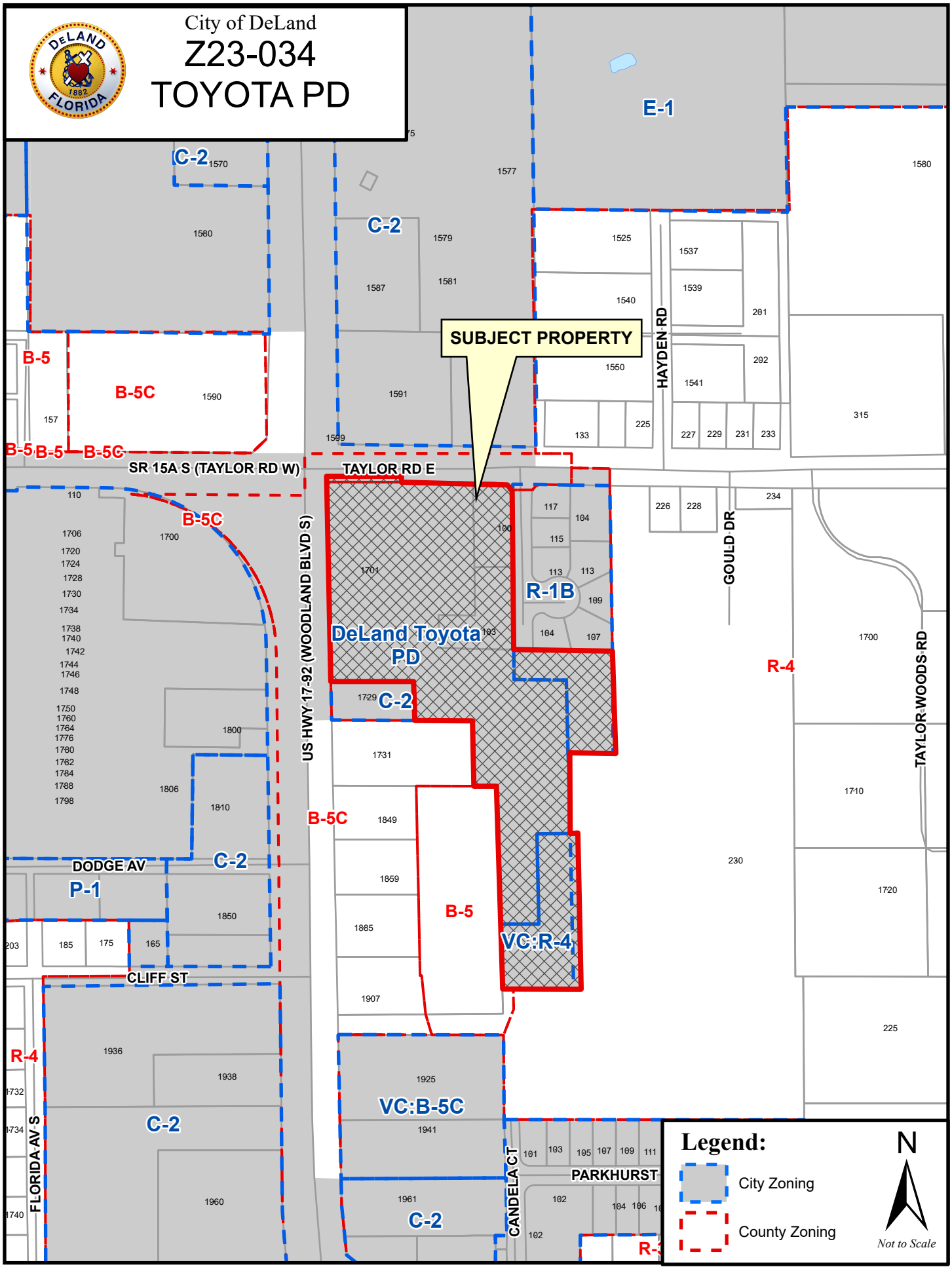
The Applicant is proposing to amend and restate the existing development agreement for the subject property known as DeLand Toyota PD Agreement to create one, overall development plan and allow for the addition of a small building. The proposed use will not create additional traffic.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the Amended and Restated DeLand Toyota PD Agreement and development plan.

L:\COMMDEV\PLANNING\Staff Reports\2023\PB\ SR-Z23-034 PARKS DELAND TOYOTA AMENDED AND RESTATED PD


City of DeLand
Z23-034
TOYOTA PD
SUBJECT PROPERTY
SR 15A S (TAYLOR RD W)
TAYLOR RD E
US HWY 17-92 (WOODLAND BLVD S)
HAYDEN RD
GOULD DR
TAYLOR WOODS RD
DODGE AV
CLIFF ST
FLORIDA AV S
PARKHURST LN
C-2
PD
E-1
B-5
B-5C
R-1B
R-4
P-1
VC:R-4
VC:B-5C
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z23-034
TOYOTA PD
SUBJECT PROPERTY
DeLand Toyota PD
E-1
C-2
B-5
B-5C
R-1B
R-4
P-1
VC:R-4
VC:B-5C
HAYDEN RD
GOULD DR
TAYLOR WOODS RD
US HWY 17-92 (WOODLAND BLVD S)
SR 15A S (TAYLOR RD W)
TAYLOR RD E
DODGE AV
CLIFF ST
FLORIDA AV S
CANDELA CT
PARKHURST
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Resolution Approving a Class IV Site Plan, Hillpointe/Pointe Grand Apartments, Located Southeast of the Intersection of Clear Lake Road and North Spring Garden Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Site Plan Approval Resolution, SP23-068 Hill Pointe Apartments Civil Plans - ADA, SP23-068 Hill Pointe Apartments Elevations and Photometric - ADA, SP23-068 Hill Pointe Apartments Landscape Plans - ADA, SP23-068 Environmental Site Assessment, SP23-068 VCSB Reservation Certificate, SP23-068 Parking Reduction Request, SP23-068 Staff Report Hillpointe Pointe Grand Apartments Site Plan - ADA, SP23-068 Aerial Map - ADA, SP23-068 Zoning Map - ADA

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The subject property is 14.57 acres in size and is located south of Clear Lake Rd. and N. Spring Garden Ave.The applicant is requesting approval of a Class IV Site plan for the approval of 204 residential apartments, as permitted by the PD agreement. The subject property is part of the Pointe Grand Apartments PD. According to Sec. 33-132 of the code, if a project generates 80 or more residential units, it is considered a Class IV Site Plan, which requires a recommendation by the Planning Board and approval from the City Commission.

The subject property is mostly wooded and lies outside of the 100-year floodplain. A 15% tree protection area is being provided, as required by code. In May of 2022, an environmental assessment was done on the subject property. Per the report, no endangered species were observed during the assessment, and the habitat was generally unsupportive of such. The report also analyzed a small wetland area located at the northwest end of the site. The wetland shall remain undisturbed, with a 25' wide buffer around the wetland for protection. However, if any work is done in, on or over a wetland, a permit from SJRWMD will be required. A Traffic Impact Study (TIS) was completed in March of 2023. The analysis determined that the project will generate 927 daily trips, 78 A.M. peak hour trips and 80 P.M. peak hour trips. Per Sec. 33-41.04 of the code, a full Traffic Impact Analysis (TIA) is not required for projects that generate less than 1,000 daily trips. Access to the project will generally follow the PD's concept plan, providing right-in/right-out access parallel to the southern property line, running east/west from N. Spring Garden Rd. However, direct access to the residential development to the north will not be permitted. As originally intended in the Cascades development plan, an access easement will be provided to the southern parcel, known as Phase V of the Cascades PD. If Phase V of the Cascades is ever developed, the easement would allow shared access to the driveway off of N. Spring Garden Rd. Additionally, stabilized emergency access will be provided along the eastern property line, shared between the subject property and the Manchester PD, with the potential to become a full access in the future. Stormwater retention will be handled on-site, as required by code, utilizing four individual stormwater ponds. Methods following best practices of Low Impact Development (LID) are being applied, as outlined in the PD agreement.

The applicant recently applied for a PD amendment (Z23-167), which is being reviewed concurrently. The proposed amendment would reduce the required number of guest parking spaces. The purpose is to make space for the construction of 27 covered parking stalls.The proposed PD amendment would reduce the required

visitor parking spaces from 0.5 to 0.4 per unit, resulting in a net loss of 20 parking spaces (510 to 490 spaces). The amended PD has also added language in the agreement that allows for parking spaces to be substituted with an equal number of bicycle parking, of up to 2.5% of the total parking spaces, or a reduction of up to 12 vehicle parking spaces. The purpose of the reduction in parking is to make space to accommodate 27 covered parking spaces. At the September 13, 2023 meeting, the Planning Board recommended approval of the amendment. And at the October 16, 2023 meeting, the City Commission approved the amendment on first reading. The motion included a change in the agreement that only 1% of the parking could be substituted for bicycle parking. The applicant also agreed to look into the installation of EV charging stations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan under Strategic Focus Area: Preparing for the future: Strategies – Increase opportunities for affordable housing.

SUSTAINABILITY:

The approval of the site plan will permit the development of 204 apartments, adding diversity to the housing stock.

FISCAL IMPACT:

The approval of the site plan for this property will have a fiscal impact once the apartments are constructed and income is generated that will fund city services.

RECOMMENDATION:

It is recommended that the City Commission approve the Class IV site plan application for this property.

BACKGROUND/DISCUSSION:

The proposed development was originally part of the Cascades PD. On December 19, 2022, the City Commission approved the rezoning to the Pointe Grand Apartments PD (also known as Hillpointe). The approval includes a concept plan and development agreement that outlines the development standards created specifically for the Pointe Grand Apartments PD.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING A CLASS IV SITE PLAN FOR HILLPOINTE/POINTE GRAND APARTMENTS, LOCATED SOUTHEAST OF THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Nick Everly, of Evans Engineering, has submitted a proper and complete application under Chapter 33, Article 12 of the City of DeLand Code of Ordinances for the approval of a Class IV Site Plan for Hillpointe/Pointe Grand Apartments, located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue; and

WHEREAS, the applicant is requesting approval of 204 residential apartments as permitted by the Planned Development agreement; and

WHEREAS, the subject property is mostly wooded; and

WHEREAS, on September 13, 2023, the Planning Board recommended approval of the Class IV Site Plan for Hillpointe/Pointe Grand Apartments.

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

Section 1. The City Commission hereby approves the Class IV Site Plan for Hillpointe/Pointe Grande Apartments, located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue.

Section 2. This approval is subject to obtaining all necessary permits from the St. Johns River Water Management District, Florida Department of Transportation, and any other agencies from which permits are required, and is also subject to obtaining the lawful right to construct improvements on adjoining properties as depicted on the site plan.

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

PASSED AND DULY ADOPTED this 20th 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

SITE CONSTRUCTION PLANS

FOR

POINTE GRAND APARTMENTS

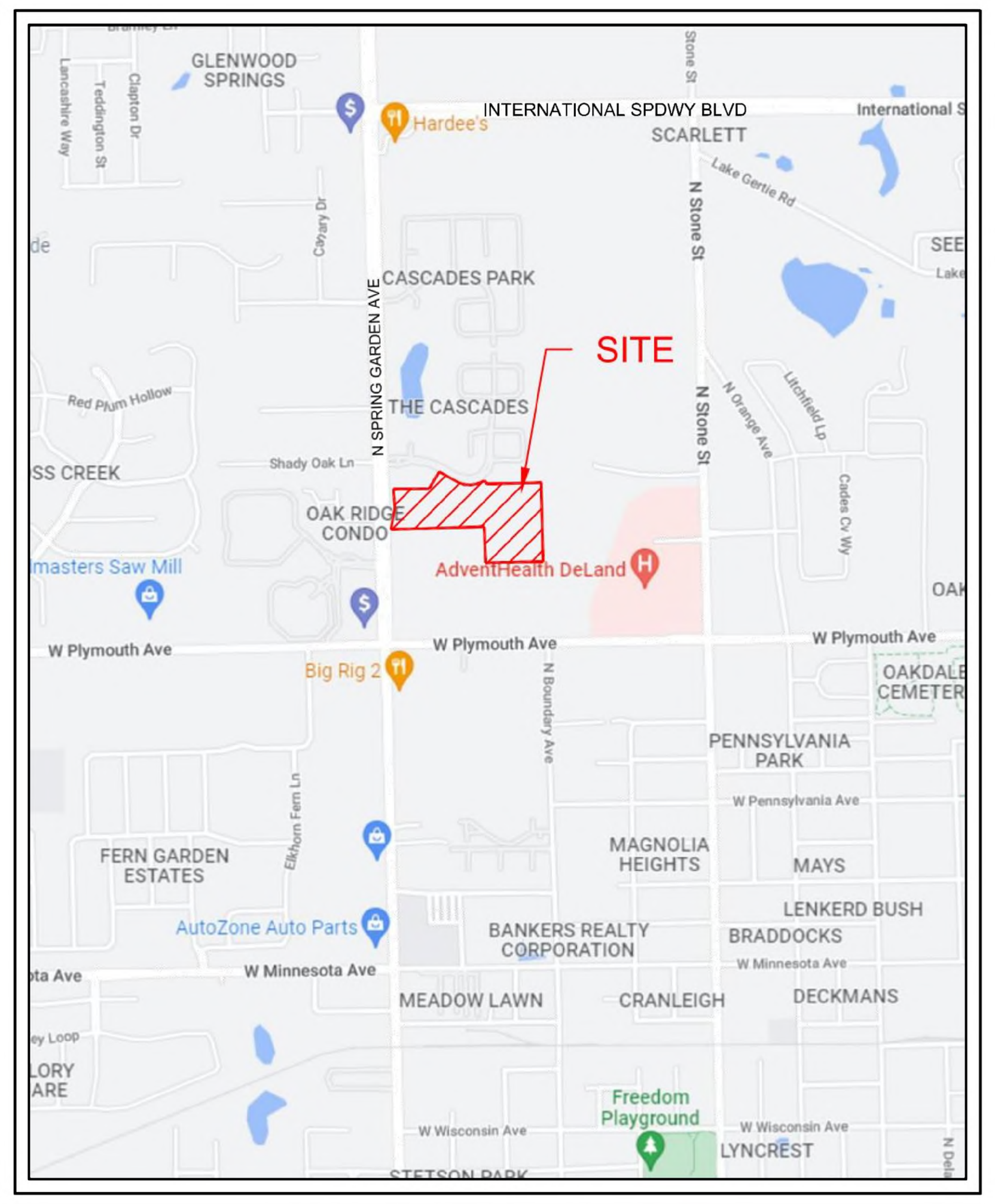
DELAND, FL

PARCEL ID: 70050000012A
70050000012B
700500000124
700500000125

Digitally signed by David Evans
DN: CN=David Evans, dnQualifier=A01410D00000186DCD9BAA80000C7AF, O=Evans Engineering, C=US
Date: 2023.07.31 16:22:14-04'00'

DAVID L. EVANS LICENSE No. 46586 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by David L. Evans P.E on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



VICINITY MAP
1"=1000'

SHEET INDEX

C1.0	COVER SHEET
C2.0	GENERAL NOTES
C3.0	EXISTING CONDITIONS AND DEMO PLAN
C4.0	OVERALL SITE PLAN
C4.1	OPEN SPACE PLAN
C5.0 - C5.1	UTILITY PLANS
C6.0 - C6.1	DRAINAGE PLANS
C7.0 - C7.1	GRADING PLANS
C8.0	POND DETAILS
C9.0	OFFSITE IMPROVEMENT PLAN
C9.1	OFFSITE EXISTING CONDITIONS/DEMO PLAN
C10.0 - C10.1	SWPPP PLAN
C11.0 - C11.1	VEHICLE CIRCULATION PLAN
C12.0	ROADWAY SECTIONS
C13.0 - C13.1	PAVING, GRADING, AND DRAINAGE DETAILS
C14.0 - C14.5	UTILITY DETAILS
C15.0 - C15.1	M.O.T. DETAILS
-	LANDSCAPE AND IRRIGATION PLANS
-	LIGHTING PLANS

FDOT PERMITTING NOTE:

ALL FUTURE DEVELOPMENTS ARE REQUIRED TO APPLY FOR AN FDOT PERMIT PRIOR TO CONSTRUCTION.

PROJECT TEAM:

OWNER/APPLICANT
HP-212017 DELAND, LLC
101 S. NEW YORK AVE, SUITE 211
WINTER PARK, FL 32789
(303) 656-8506

CIVIL ENGINEER
EVANS ENGINEERING, INC
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515

SURVEYOR
ATWELL, LLC
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA 30057
(678) 274-8043

GEOTECHNICAL ENGINEER
GEOSERVICES, LLC
2561 WILLOW POINT WAY
KNOXVILLE, TN 37931
(865) 539-8242

LANDSCAPE ARCHITECT
DALY DESIGN GROUP
913 N. PENNSYLVANIA AVE
WINTER PARK, FL 32789
(407) 740-7373

ENVIRONMENTAL ENGINEER
RAYEA, LLC
2781 CARRIE DR.
KENNESAW, GA 30144
(678) 378-7561

PLANNED DEVELOPMENT AGREEMENT SPECIAL CONDITIONS (PAGE 9, PART K):

IN CONNECTION WITH THE LOCATION OF THIS PROJECT AND IN ORDER TO PROMOTE ADDITIONAL BENEFITS TO THE COMMUNITY, FOR A PERIOD OF TWO YEARS FOLLOWING THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE PROJECT, TWENTY PERCENT (20%) OF THE UNITS WITHIN THIS PROJECT SHALL BE SPECIFICALLY RESERVED AND ALLOCATED TO LOCAL MEDICAL EMPLOYEES. WITHIN SUCH PERIOD OF TIME, LOCAL MEDICAL EMPLOYEES SEEKING TO RESIDE WITHIN THE PROJECT WILL BE PROVIDED WITH: (1) A FIFTY PERCENT (50%) DISCOUNT OFF OF THE REQUIRED INITIAL SECURITY DEPOSIT, (2) A FULL WAIVER OF THE INITIAL APPLICATION FEE, (3) A FULL WAIVER OF THE REQUIRED RENT FOR THE FIRST MONTH OF OCCUPANCY, AND (4) A CAP ON RATE INCREASES OF FIVE PERCENT (5%). THE TERM "LOCAL MEDICAL EMPLOYEE" SHALL BE DEFINED AS INDIVIDUALS EMPLOYED BY A LICENSED MEDICAL FACILITY OR BY A FACILITY THAT OTHERWISE EMPLOYS LICENSED HEALTH CARE PROFESSIONALS, WHICH IS LOCATED WITHIN ONE LINEAR MILE OF THE PROJECT. VERIFICATION OF EMPLOYMENT SHALL OCCUR BY THE MANAGEMENT ASSOCIATION AT THE TIME OF THE INITIAL APPLICATION AND AT ANY SUBSEQUENT LEASE RENEWAL.

* THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION UNLESS APPROVED FOR CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL PERMITS HAVE BEEN OBTAINED PRIOR TO STARTING CONSTRUCTION.

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

UTILITY PROVIDERS:

WATER/RECLAIM/SEWER
CITY OF DELAND
1101 S AMELIA AVE
DELAND, FLORIDA 32724
(386) 626-7250

ELECTRIC
DUKE ENERGY
275 PONKAN ROAD
APOPKA, FLORIDA 32712
(407) 938-6690

CABLE / PHONE
SPECTRUM
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407) 291-2500

GAS
FLORIDA PUBLIC UTILITIES
450 S HWY 1792
DEBARY, FLORIDA 32713

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE SW 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, THENCE N 01 DEGREES 41'25" W ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 661.77 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 5 AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE N 89 DEGREES 15' 51" E ALONG SAID SOUTH LINE A DISTANCE OF 50.01 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 15-A AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79160-2511; THENCE N 01 DEGREES 41' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 253.71 FEET; THENCE N 06 DEGREES 50'26" E CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 14.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 06 DEGREES 50' 26" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 187.59 FEET; THENCE N 01 DEGREES 41' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 154.51 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF "THE CASCADES-UNIT 1", A SUBDIVISION RECORDED IN MAP BOOK 41, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 88 DEGREES 18' 35" E ALONG SAID BOUNDARY A DISTANCE OF 298.18 FEET; THENCE N 29 DEGREES 48' 35" E ALONG SAID BOUNDARY A DISTANCE OF 170.36 FEET; THENCE S 60 DEGREES 11' 25" E ALONG SAID BOUNDARY A DISTANCE OF 170.00 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTH HAVING A RADIUS OF 215.00 FEET, A DELTA ANGEL OF 65 DEGREES 00' 00" A CHORD BEARING OF N 87 DEGREES 18' 35" E AND A CHORD LENGTH OF 231.04 FEET; THENCE RUN ALONG SAID CURVE AND AFORESAID SOUTHERLY BOUNDARY FOR AN ARC DISTANCE OF 243.91 FEET; THENCE S 35 DEGREES 11' 25" E ALONG SAID BOUNDARY A DISTANCE OF 30.84 FEET; THENCE N 88 DEGREES 18' 35" E ALONG SAID BOUNDARY A DISTANCE OF 466.30 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 5; THENCE S 01 DEGREES 39' 44" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 AND ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 664.23 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4; THENCE S 89 DEGREES 15' 51" W ALONG SAID SOUTH LINE A DISTANCE OF 505.56 FEET; THENCE N 01 DEGREES 41' 25" W A DISTANCE OF 281.04 FEET; THENCE S 88 DEGREES 18' 35" W A DISTANCE OF 768.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

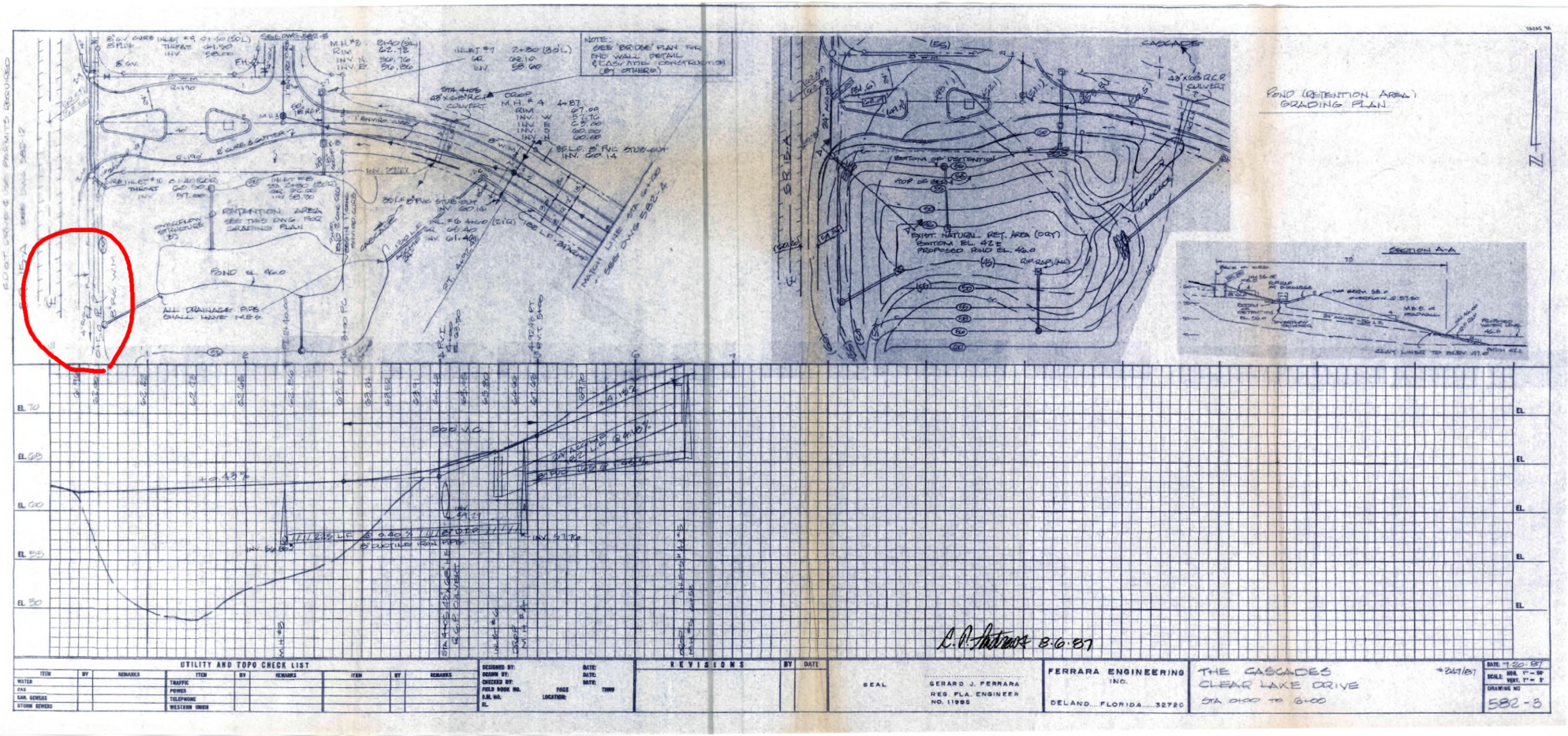
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, RUN THENCE N 01 DEGREES 41' 25" W ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 661.77 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 5, AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE N 89 DEGREES 15' 51" E ALONG SAID SOUTH LINE A DISTANCE OF 820.77 FEET TO THE POINT OF BEGINNING, RUN THENCE N 01 DEGREES 41' 25" W A DISTANCE OF 281.04 FEET; RUN THENCE S 88 DEGREES 18' 35" W A DISTANCE OF 37.00 FEET; RUN THENCE N 01 DEGREES 41' 25" W A DISTANCE OF 373.07 FEET TO A POINT ON A CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF CLEAR LAKE DRIVE AS SHOWN ON THE PLAT OF "THE CASCADES-UNIT 1", A SUBDIVISION ACCORDING TO A MAP IN MAP BOOK 41, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 215.00 FEET, A DELTA OF 17 DEGREES 31' 31" AND A CHORD BEARING AND DISTANCE OF N 63 DEGREES 34' 20" E AND 65.51 FEET, RUN THENCE NORTHEASTERLY ALONG SAID CURVE AND ROAD RIGHT-OF-WAY AN ARC DISTANCE OF 65.76 FEET; RUN THENCE S 35 DEGREES 11' 25" E AND ALONG THE SOUTHERLY BOUNDARY OF SAID "THE CASCADES-UNIT 1" A DISTANCE OF 30.84 FEET; RUN THENCE N 88 DEGREES 18' 35" E AND CONTINUING ALONG SAID BOUNDARY A DISTANCE OF 466.30 FEET TO THE SOUTHEAST CORNER OF SAID "THE CASCADES-UNIT 1", BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE S 01 DEGREES 39' 44" E ALONG THIS EAST LINE A DISTANCE OF 664.23 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE S 89 DEGREES 15' 51" W ALONG THIS SOUTH LINE A DISTANCE OF 505.56 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, RUN THENCE NORTH 01° 41' 25" WEST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 661.77 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 5, AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE NORTH 89° 15' 51" EAST ALONG SAID SOUTH LINE A DISTANCE OF 820.77 FEET TO THE POINT OF BEGINNING, RUN THENCE NORTH 01° 41' 25" WEST A DISTANCE OF 281.04 FEET; RUN THENCE SOUTH 88° 18' 35" WEST A DISTANCE OF 37.00 FEET; RUN THENCE NORTH 01° 41' 25" WEST A DISTANCE OF 373.07 FEET TO A POINT ON A CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF CLEAR LAKE DRIVE AS SHOWN ON THE PLAT OF "THE CASCADES-UNIT 1", A SUBDIVISION ACCORDING TO A MAP IN MAP BOOK 41, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 215.00 FEET, A DELTA OF 17° 31' 31" AND A CHORD BEARING AND DISTANCE OF NORTH 63° 34' 20" EAST AND 65.51 FEET, RUN THENCE NORTHEASTERLY ALONG SAID CURVE AND ROAD RIGHT-OF-WAY AN ARC DISTANCE OF 65.76 FEET; RUN THENCE SOUTH 35° 11' 25" EAST AND ALONG THE SOUTHERLY BOUNDARY OF SAID "THE CASCADES-UNIT 1" A DISTANCE OF 30.84 FEET; RUN THENCE NORTH 88° 18' 35" EAST AND CONTINUING ALONG SAID BOUNDARY A DISTANCE OF 466.30 FEET TO THE SOUTHEAST CORNER OF SAID "THE CASCADES-UNIT 1", BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE SOUTH 01° 39' 44" EAST ALONG THIS EAST LINE A DISTANCE OF 664.23 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE SOUTH 89° 15' 51" WEST ALONG THIS SOUTH LINE A DISTANCE OF 505.56 FEET TO THE POINT OF BEGINNING.

G:\37501 – Hillpointe Deland\37501 01 COVER.dwg (01) Plotted on: Jul 31, 2023 – 3:29pm by tfabe


POND (RETENTION AREA) GRADING PLAN
SECTION A-A
222 L.C.
UTILITY AND TOPO CHECK LIST
REVISIONS
FERRARA ENGINEERING INC.
DELAND... FLORIDA... 32720
GERARD J. FERRARA
REG. FLA. ENGINEER
NO. 11995
SEAL
THE CASCADES
CLEAR LAKE DRIVE
STA 0+00 TO 6+00
582-3

GENERAL CONSTRUCTION NOTES:

1. PRIOR TO COMMENCEMENT, CONTRACTOR SHALL PROVIDE EVANS ENGINEERING, INC. WITH CONSTRUCTION SCHEDULE FOR VARIOUS SITE WORK ELEMENTS SO THAT PERIODIC SITE VISITS MAY BE COORDINATED TO INSURE TIMELY CERTIFICATION OF CONSTRUCTION TO AGENCIES AND TO AVOID DELAYS IN ISSUANCE OF CERTIFICATES OF OCCUPANCY.
2. CONTRACTOR SHALL MAINTAIN A SET OF PLANS ACCURATELY MARKED-UP WITH AS-BUILT INFORMATION ON RIM AND INVERT ELEVATIONS. AS-BUILT INFORMATION PREPARED BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH CITY OF DELAND LAND DEVELOPMENT REQUIREMENTS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK.
3. REGULATORY SIGNS SHALL BE IN PLACE PRIOR TO FINAL INSPECTION OF PAVING AND DRAINAGE IMPROVEMENTS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION. DISTURBED MONUMENTATION SHALL BE RESTORED BY A FLORIDA-LICENSED LAND SURVEYOR SELECTED BY THE OWNER AT CONTRACTOR'S EXPENSE.
5. CONTRACTOR IS RESPONSIBLE FOR GRADING ALL ROADWAYS TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. SHOULD AREAS OF POOR DRAINAGE RESULT FROM THE ADJUSTMENTS DESCRIBED, THE CONTRACTOR SHALL NOTIFY THE SITE SUPERINTENDENT PRIOR TO PLACING BASE SO THAT RECOMMENDATIONS FOR CORRECTION MAYBE MADE.
6. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND THE FIELD CONDITIONS PRIOR TO CONSTRUCTION.
7. CHAPTER 17-153 OF THE FLORIDA STATUES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. DRAWINGS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE EITHER MAINS OR SERVICE LINES IS BY ON-SITE INSPECTION BY GAS COMPANY PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE GAS COMPANY TWO WORKING DAYS BEFORE ENTERING A NEW CONSTRUCTION AREA.
8. ALL MEDIANS AND ISLANDS TO BE FILLED WITH CLEAN SOIL AND COMPACTED PER LANDSCAPE REQUIREMENTS.
9. ALL PAVEMENT RETURN RADII SHALL BE MEASURED FROM THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
10. ALL DISTURBED AREAS SHALL BE RETURNED TO PRECONSTRUCTION CONDITIONS, OR BETTER.
11. ALL PAVEMENT MARKERS, STRIPING, SIGNAGE, AND OTHER TRAFFIC CONTROL DEVICES TO BE INSTALLED BY CONTRACTOR PER F.D.O.T AND CITY OF DELAND STANDARDS.
12. THE FOLLOWING AGENCIES AND COMPANIES SHALL BE NOTIFIED 48 HOURS PRIOR TO BEGINNING CONSTRUCTION:

    A. CITY OF DELAND ENGINEERING DEPARTMENT
    B. CITY OF DELAND UTILITIES
    C. SPECTRUM
    D. DUKE ENERGY
    E. FLORIDA PUBLIC UTILITIES

13. BOUNDARY AND TOPOGRAPHIC DATA WAS PROVIDED TO EVANS ENGINEERING, INC. BY ATWELL, LLC.
14. ALL MARKINGS TO COMPLY WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
15. ALL TRAFFIC CONTROL SIGNS AND STRIPES SHALL CONFORM TO THE M.U.T.C.D. AND CITY OF DELAND TRAFFIC STANDARDS.
16. SIDEWALKS SHALL BE BUILT TO BE FLORIDA ACCESSIBILITY CODE COMPLIANT, INCLUDING HANDICAPPED RAMPS.
20. THE APPLICANT SHALL COORDINATE AND SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION.
21. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, IN WRITING, AT LEAST FIVE DAYS PRIOR TO THE START OF CONSTRUCTION.
22. NO PAVING SHALL COMMENCE UNTIL WRITTEN AUTHORIZATION HAS BEEN GIVEN BY THE CITY ENGINEER. THE ASPHALT MIX DESIGN MUST BE APPROVED AND A PRE-PAVING MEETING MUST BE HELD PRIOR TO THE APPROVAL BY THE CITY ENGINEER TO PAVE. ONLY THE APPROVED PLANS STAMPED AND SIGNED BY THE CITY ENGINEER SHALL BE USED ON THE PROJECT. ANY CHANGE(S) TO THE APPROVED PLANS MUST BE SUBMITTED BY THE ENGINEER OF RECORD AND MUST BE APPROVED BY THE CITY ENGINEER BEFORE CONSTRUCTION OF THE CHANGE(S) CAN BE STARTED.
23. THE CONTRACTOR IS A REQUIRED TO OBTAIN A BUILDING PERMIT FROM THE CITY OF DELAND BUILDING DEPARTMENT PRIOR TO CONSTRUCTION OF ANY RETAINING WALLS.

AS-BUILT REQUIREMENTS:

AS-BUILT DRAWINGS WILL BE REQUIRED TO INCLUDE AT A MINIMUM THE INFORMATION LISTED BELOW. ADDITIONAL AS-BUILT INFORMATION SHALL BE PROVIDED AS REQUIRED BY THE CITY OF DELAND REQUIREMENTS.

A. STORM DRAINAGE
1. TOP ELEVATION OF EACH MANHOLE FRAME AND COVER/GRATE AS WELL AS ALL OTHER STRUCTURES (HEADWALLS, CONTROL STRUCTURES, ETC.).
2. INVERT ELEVATION OF EACH LINE ENTERING AND LEAVING EACH STRUCTURE. INCLUDING UNDERDRAIN PIPES (IF PROVIDED).
3. INVERTS OF ALL MITERED END SECTIONS.
4. ACTUAL GRADE OF PIPE BETWEEN THE STRUCTURES.
5. INVERT ELEVATION AND TWO HORIZONTAL TIES FROM PERMANENT VISIBLE 5. OBJECTS TO ALL STORM STUB-OUTS.

B. WASTEWATER SYSTEM
1. INVERT ELEVATION OF EACH LINE ENTERING AND LEAVING EACH STRUCTURE.
2. ACTUAL GRADE OF PIPE BETWEEN THE STRUCTURES.
3. LIFT STATION INVERTS AND ELEVATIONS (IF APPLICABLE).
4. ACTUAL LOCATION AND SIZE OF LINE(S) CONSTRUCTED.

C. POTABLE WATER SYSTEM
1. SAMPLE POINT LOCATION(S).
2. ACTUAL LOCATION AND SIZE OF LINE(S) CONSTRUCTED.
3. ACTUAL LOCATION OF BACKFLOW PREVENTORS, METER AND VALVES.

AS-BUILT DRAWINGS MUST SHOW IN PLAN VIEW EACH AND EVERY WATER, WASTEWATER, AND RECLAIMED WATER SERVICE, TAP, CLEAN-OUT, VALVE, FIRE HYDRANT, BEND, CASING, PIPE AND ALL OTHER APPURTENANCES, REFERENCED FROM AT LEAST TWO FIXED AND EASILY FOUND REFERENCE POINTS (E.G. EDGES OF PAVEMENT, ROADWAY CENTER LINES, MANHOLE LIDS, ETC.). PIPES SHALL BE LONGITUDINALLY REFERENCED FROM THE CENTERLINE AND EDGE OF PAVEMENT. PIPE SIZE, DEPTH AND PIPE MATERIAL SPECIFICATION SHALL BE DEPICTED ON THE RECORD DRAWINGS. ELECTRONIC DRAWINGS SHALL BE GEO-REFERENCED TO STATE PLANE WEST COORDINATE SYSTEM, NAD 83/90 HORIZONTAL DATUM AND NGVD 29/83 VERTICAL DATUM.

PAVING & DRAINAGE NOTES:

1. COORDINATION WITH LANDSCAPE CONTRACTOR TO ASSURE PONDS ARE SODDED TO PREVENT SCOURING.
2. SITE GRADING, PAVING, AND DRAINAGE MATERIALS AND CONSTRUCTION SHALL CONFORM TO CITY OF DELAND AND F.D.O.T. DEVELOPMENT STANDARDS AND SPECIFICATIONS.
3. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
4. THE STORM WATER RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED DURING THE EARLY STAGES OF CONSTRUCTION. SODDED AND/OR SEEDED AREAS SHOULD HAVE VEGETATION ADDED AS SOON AS FEASIBLE.
5. SOILS INFORMATION WAS PROVIDED TO EVANS ENGINEERING, INC. BY UNIVERSAL ENGINEERING SCIENCES AND GEOSERVICES, LLC.
6. THE PROPOSED SILT FENCE SHOWN ON THE PLANS IS THE MINIMUM REQUIRED. ADDITIONAL CONTROLS TO BE UTILIZED AS NEEDED. THE CONTRACTOR SHALL INSTALL THE SILT FENCE PRIOR TO ANY CLEARING OR GRADING ON-SITE. ONCE SILT FENCE HAS BEEN INSTALLED, THE CONTRACTOR SHALL MAINTAIN INTEGRITY THROUGH PERIODIC INSPECTION AND REPAIR.
7. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER FDOT INDEX #280.
8. WITHIN THE RIGHT-OF-WAY, BACKFILL FOR PIPE AND STRUCTURES WILL BE DENSIFIED TO 100% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99. BASE AND STABILIZED SUBGRADE, WITHIN THE RIGHT-OF-WAY WILL BE DENSIFIED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
9. ALL CURB INLET TOPS ARE PRECAST CONCRETE.
10. THE SUBGRADE SHALL BE LEVELED, COMPACTED AND TESTED FOR A DEPTH OF 2' PRIOR TO THE PLACEMENT OF ANY FILL. COMPACTION SHOULD CONTINUE UNTIL A MINIMUM DENSITY EQUIVALENT TO 95 PERCENT OF THE SOIL'S MAXIMUM MODIFIED PROCTOR DENSITY VALUE (ASTM D-1557) HAS BEEN ACHIEVED. COMPACTION SHOULD BE PERFORMED USING NON-VIBRATORY COMPACTION EQUIPMENT SUCH AS A HEAVY RUBBER TIRED FRONT-END LOADER. THE FRONT-END LOADER SHOULD HAVE A MINIMUM BUCKET SIZE OF 3 CUBIC YARDS, WHICH SHOULD REMAIN FULL DURING COMPACTION OPERATIONS. ALL FILL NECESSARY TO ATTAIN FINAL SITE GRADES SHOULD BE COMPACTED TO THE DENSITY DESCRIBED ABOVE.
11. ALL REINFORCED CONCRETE STORM SEWER PIPES SHALL BE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON THE PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON THE PLANS.
12. FOR DRAINAGE STRUCTURES TO BE USED ON SITE REFERENCE FDOT STANDARD PLAN INDEXES 425-001 TO 425-090.
13. STRUCTURAL FILL REQUIRED TO ATTAIN FINAL SITE GRADES SHOULD BE COMPRISED OF CLEAN SAND WITH LESS THAN 7 PERCENT PASSING THE U.S. NO. 200 SIEVE. THE FILL SHOULD BE PLACED IN MAXIMUM 12" THICK LIFTS AND COMPACTED TO THE DENSITY DESCRIBED ABOVE.
14. FINISHED GRADE ELEVATIONS SHALL BE TABLE TOPPED 8-INCHES BELOW STATED FINISHED FLOOR ELEVATIONS.

UTILITY NOTES:

1. CONTRACTOR IS TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION IN THEIR VICINITY. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AS SOON AS POSSIBLE.
2. WATER MAIN SEPARATION (VERTICAL AND HORIZONTAL) FROM FORCE MAIN, STORM, AND RECLAIMED WATER MUST BE IN COMPLIANCE WITH FDEP GUIDELINES WITH NO STANDARD MITIGATION ALLOWED. THE WATER MAIN SEPARATION FROM FORCE MAIN, STORM, AND RECLAIMED WATER MUST ALSO BE IN COMPLIANCE WITH CITY OF DELAND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL MINIMUM SEPARATION REQUIREMENTS ARE MAINTAINED.
3. ALL POTABLE WATER, RECLAIMED WATER, AND FORCE MAINS TO MEET CITY OF DELAND SPECIFICATIONS.
4. RESTORE ALL DISTURBED RIGHT-OF-WAY AREAS TO PREVIOUS CONDITION.
5. ALL WORK ON UTILITIES SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE UTILITY COMPANIES, OWNER, AND PROJECT ENGINEER.
6. HYDROSTATIC TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C600 OR M23 AS APPLICABLE.
7. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651.
8. ALL P.V.C. WATER PIPES MUST BEAR THE NSF LOGO FOR POTABLE WATER USE. WATER PIPES WITH DIAMETERS LESS THAN TWO INCHES SHALL BE SCHEDULE POLY. PIPES WITH DIAMTERS GREATER THAN 2: SHALL BE BELL JOINT PRESSURE PIPE.
9. CONTRACTOR SHALL MAINTAIN MINIMUM 3' COVER OVER WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.
10. ALL DUCTILE IRON PIPES MUST BE IN ACCORDANCE WITH AWWA C151.
11. THE CONTRACTOR SHALL NOTIFY THE CITY OF DELAND UTILITIES CONSTRUCTION DEPARTMENT 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
12. ALL EXISTING UTILITIES AT POINTS OF CONFLICT SHALL BE FIELD VERIFIED BY THE "CONTRACTOR" PRIOR TO CONSTRUCTION AND MEET MINIMUM SPACING REQUIREMENTS.

EROSION CONTROL GENERAL NOTES:

1. ALL EROSION/SEDIMENT CONTROL MEASURES SHALL COMPLY WITH STATE AND LOCAL SOIL EROSION CONTROL AND CONSERVATION STANDARDS. ADDITIONAL MEASURES TO PREVENT/CONTROL SOIL SEDIMENTATION OR EROSION MAY BE REQUIRED DUE TO SITE CONSIDERATIONS WITHIN THE BOUNDARY LIMITS AND DOWNSTREAM.
2. PRIOR TO DEVELOPMENT, PERIMETER SHALL BE CLEARLY MARKED AND ALL SOIL DISTURBANCE TO BE CONTAINED WITHIN. OFF-SITE WORK MAY BE NECESSARY DUE TO ACTUAL SITE SLOPE OR DRAINAGE REQUIREMENTS. ALL CONTROL MEASURES MUST CONFORM TO SITE STANDARDS.
3. ALL POINTS OF SITE INGRESS AND EGRESS TO BE CONSTRUCTED PRIOR TO ANY OTHER DEVELOPMENT. THEY MUST BE STABILIZED AND INCLUDE SOIL EROSION/ SEDIMENTATION CONTROL MEASURES IN ORDER TO PREVENT TRACKING AND SILTING OF MUD INTO PUBLIC ROADWAYS OR DRAINAGE AREAS TO BE IMMEDIATELY REMOVED.
4. ALL STORM DRAIN AND SANITARY SEWER TRENCHES NOT IN PAVED AREAS ARE TO BE MULCHED AND/OR SEEDED WITHIN 14 DAYS AFTER INITIAL BACKFILL.
5. DURING CONSTRUCTION, ALL SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED AFTER EACH RAINFALL AND REPAIRED IF NECESSARY. SEDIMENT TO BE REMOVED TO A SUITABLE DISPOSAL AREA AND STABILIZED WITH PERMANENT VEGETATIVE COVER.
6. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SEDIMENT AND EROSION CONTROL MEASURES UNTIL DISTURBED AREAS ARE STABILIZED.
7. AFTER FINE GRADING, ALL DISTURBED AREAS ARE TO BE PERMANENTLY MULCHED AND/OR SODDED.
8. NO SLOPE SHALL BE GREATER THAN 3.5:1.
9. FOLLOWING INITIAL SOIL DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN SEVEN CALENDAR DAYS AS TO THE SURFACE OF ALL PERIMETER CONTROLS, DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 4:1; AND FOURTEEN DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE. THIS DOES NOT APPLY TO THOSE AREAS WHICH ARE SHOWN ON THE PLAN AND ARE CURRENTLY BEING PERFORMED. MAINTENANCE SHALL BE PERFORMED AS NECESSARY TO ENSURE THAT STABILIZED AREAS CONTINUOUSLY MEET THE APPROPRIATE REQUIREMENTS OF GOVERNING AUTHORITIES.
10. SILT FENCED TO BE PLACED AROUND PERIMETER OF PROPERTY AS SHOWN.
11. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
12. THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL OCCUR PRIOR TO LAND-DISTURBING ACTIVITIES.

FDEP WATER NOTES:

1. ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS. (FAC 62-555.320)(21)(B), RSWW 8.0, AND AWWA STANDARDS AS INCORPORATED INTO FAC 62-555.330; EXCEPTIONS ALLOWED UNDER FAC 62-555.320(21)(C))
2. ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61 AS ADOPTED IN RULE 62-555.320.(3)(B), F.A.C., OR OTHER APPLICABLE STANDARD, REGULATIONS, OR REQUIREMENTS REFERENCED IN PARAGRAPH 62-555.320(3)(B), F.A.C., (FAC 62-555.320(3)(B); EXCEPTIONS ALLOWED UNDER FAC 62-555.320(3)(D))
3. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL CONTAIN NO LEAD, AND ANY SOLDER A FLUX USED IN THIS PROJECT WILL CONTAIN NO LEAD. (FAC 62-555.322)
4. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPHS 62-555.320 (21)(B)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIP PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLORED CODED OR MARKED LIKE UNDERGROUND PIPE.) (FAC 62-555.320 (21)(B)3)
5. NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURES' RECOMMENDED PROCEDURES. (FAC 62-555.320(20)(B), RSWW 8.5.1, AND AWWA STANDARDS AS INCORPORATED INTO FAC 62-555.330)
6. A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURES' RECOMMENDED INSULATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT. (FAC 62-555.320(21)(B), RSWW 8.5.2)
7. ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT WILL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT. (FAC 62-555.320 (21)(B) AND RSWW 8.5.4)
8. NEW OR ALTERED WATER MAINS, THAT ARE INCLUDE IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF ASBESTOS-CEMENT OR POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARDS C603 OR C605, RESPECTIVELY, AS INCORPORATED INTO RULE 62-555.330, FAC., AND ALL OTHER NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600 AS INCORPORATED INTO RULE 62-555.330. (FAC 62-555.320 (21)(B) 1 AND AWWA STANDARDS AS INCORPORATED INTO FAC 62-555.330)
9. NEW OR ALTERED WATER MAINS, INCLUDING FIRE HYDRANT LEADS AND INCLUDING SERVICE LINES THAT WILL BE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER, WILL BE DISINFECTED AND BACTERIOLOGICALLY EVALUATED IN ACCORDANCE WITH RULE 62-555.340, FAC (FAC 62-555.320(21)(B) 2 AND FAC 62-555.340)
10. NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 3 FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE COVERING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST 6 FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST 3 FEET BETWEEN THE OUTSIDE THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST 10 FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM." (FAC 62-555.314(1); EXCEPTIONS ALLOWED UNDER FAC 62-555.314(5))
11. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE. (FAC 62-555.314(2); EXCEPTIONS ALLOWED UNDER FAC 62-555.314(5))
12. AT THE UTILITY CROSSING DESCRIBED IN PART II.C.W ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGES SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORMSEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. (FAC 62-555.314(2); EXCEPTIONS ALLOWED UNDER FAC 62-555.314(5))

1

UTILITY PIPE SCHEDULE

MARK	SERVICE	MATERIAL	CLASS	TEST PRESSURE
WM	WATER MAIN DIA. = 4"–12"	PVC	C150 DR18 AWWA C900	150 PSI
		DIP	C350	150 PSI
WM	WATER MAIN DIA. = 14"–20"	PVC	C235 DR18 AWWA C905	150 PSI
		DIP	C250	150 PSI
RWM	RECLAIMED WATER MAIN = 4"–12"	PVC	C150 DR18 AWWA C900	150 PSI
		DIP	C350	150 PSI
RWM	RECLAIMED WATER MAIN = 14"–20"	PVC	C235 DR18 AWWA C905	150 PSI
		DIP	C250	150 PSI
FM	WASTEWATER FORCEMAIN DIA. ≤ 12"	PVC	C100 DR25 AWWA C900	100 PSI
		DIP	C350	100 PSI
FM	WASTEWATER FORCEMAIN DIA. = 14" – 24"	PVC	C165 DR25 AWWA C905	100 PSI
		DIP	C250	100 PSI
SS	SANITARY SEWER DIA. ≤ 15"	PVC	SDR 35 (ASTM D3034)	N/A

FDEP SANITARY SEWER NOTES:

1. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY: 1) NO PIPE SHALL EXCEED A DEFLECTION OF 5%; 2) USING A RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NO LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATIONS, INCLUDING THE APPENDIX, TO WHICH THE PIPE MANUFACTURED; AND 3) PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES. [RSWF 33.85]
2. LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT: 1) NO VISIBLE LEAKAGE ALLOWED; 2) EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET; AND 3) AIR TESTS, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE IN ASTM C-828 FOR CLAY PIPE, ASTM C 924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES. [RSWF 33.93, 33.94, AND 33.95]
3. A BENCH SHALL BE PROVIDED ON EACH SIDE OF ANY MANHOLE CHANNEL WHEN THE PIPE DIAMETER(S) ARE LESS THAN THE MANHOLE DIAMETER AND THAT NO LATERAL SEWER, SERVICE CONNECTION, OR DROP MANHOLE PIPE DISCHARGES ONTO THE SURFACE OF THE BENCH.

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CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:____________

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POINTE GRAND APARTMENTS

DELAND, FLORIDA

GENERAL NOTES

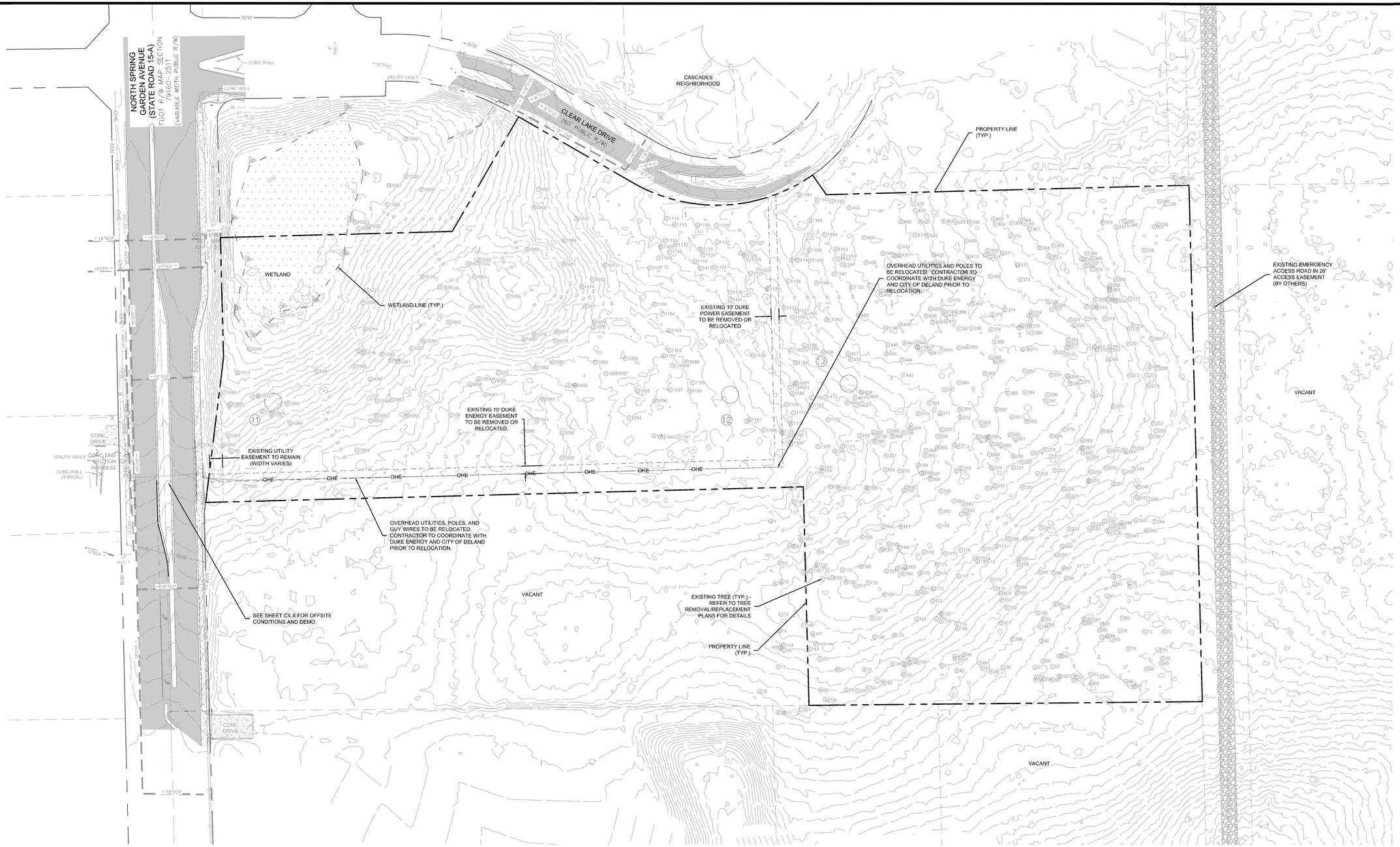
REVISIONS

DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #: C2.0

G:\37501 – Hillpointe Deland\37501 02 GENERAL NOTES.dwg (02) Plotted on: Jul 31, 2023 – 3:29pm by tfabe



NOTES

1. EXISTING TREES TO BE REMOVED / SAVED ACCORDING TO TREE REMOVAL / PRESERVATION PLAN BY LANDSCAPE ARCHITECT.
2. CONTRACTOR TO REPLACE ALL DISTURBED SOD WITHIN THE RIGHT OF WAY.
3. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES WITH THE UTILITY PROVIDER AND THE CITY/COUNTY MUNICIPALITY.
5. ELEVATIONS PER PLAN ARE BASED ON NAVD 88 DATUM.

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

EXISTING CONDITIONS AND DEMO PLAN

REVISIONS

NO.	DETAIL	DATE
1	REVISED PER COMMENTS	06/16/23

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE
100' 0 50' 100' 200'
FEET
1 Inch = 100 Ft.

SHEET #:
C3.0

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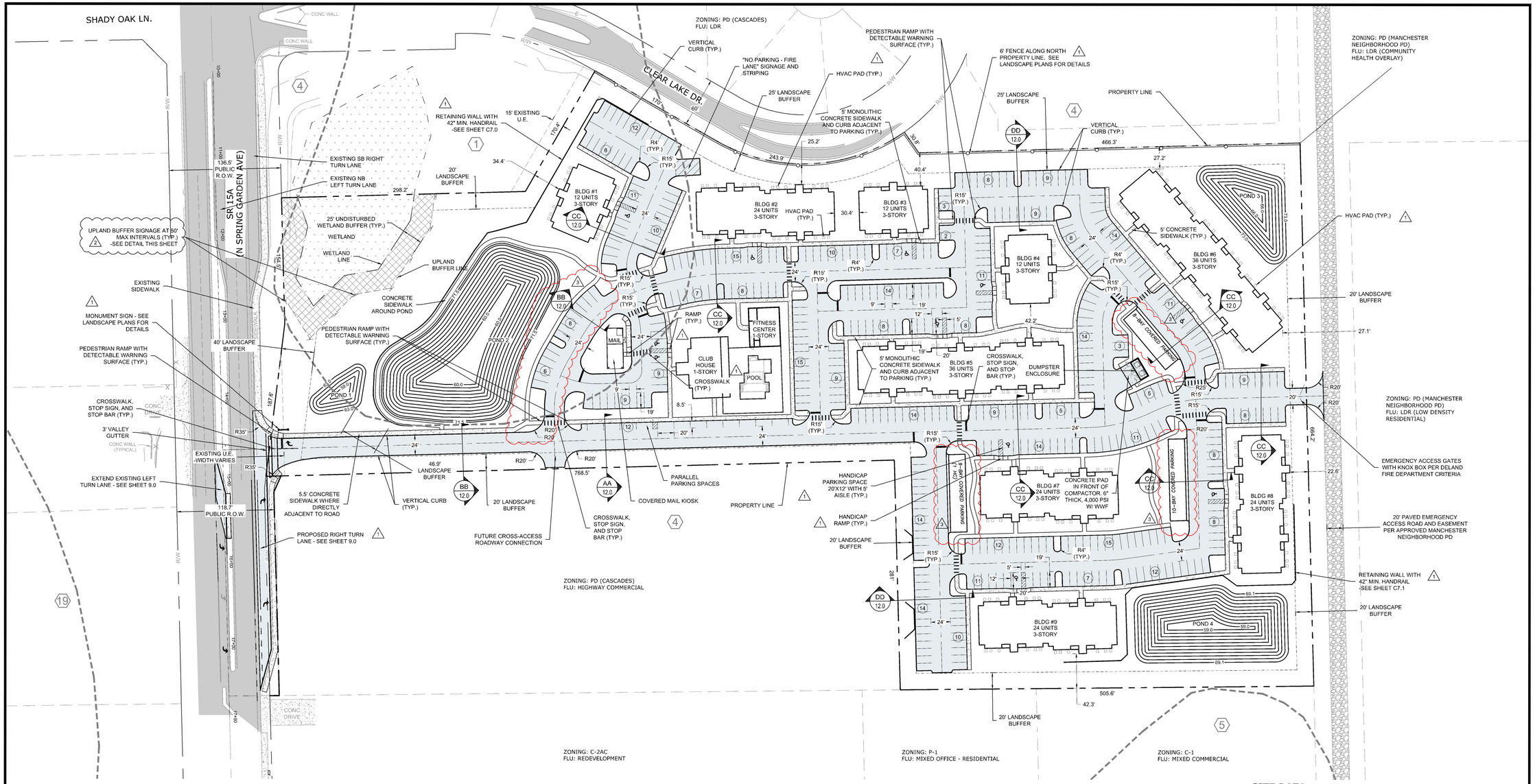
G:\37501 - Pointe at Deland\37501 C3 EXISTING CONDITIONS AND DEMO PLAN.dwg (01) Tuesday, Jan 31, 2023 - 3:29pm by steve



BUILDING DATA			
BUILDING TYPE	GROSS AREA (SF)	NET AREA (SF)	HEIGHT (FT)
12-UNIT	14,310 SF	13,557 SF	43.25 (3-STORY)
24-UNIT	28,683 SF	28,080 SF	43.25 (3-STORY)
36-UNIT	42,993 SF	42,120 SF	43.25 (3-STORY)
CLUBHOUSE	3,786 SF	2,878 SF	19 (1-STORY)
FITNESS CENTER	1,824 SF	1,824 SF	16 (1-STORY)
MAIL KIOSK	800 SF	800 SF	16 (1-STORY)

ITE TRIP GENERATION

CODE & DESCRIPTION		RATE	UNITS	TRIPS
220 - MULTIFAMILY	AM PEAK HOUR	0.46	204	93.8
	PM PEAK HOUR	0.56	204	114.2
	AVG. DAILY	7.32	204	1,493.3

REQUIRED PARKING

	UNITS	REQUIRED SPACES
STUDIO = 1.0 SP/UNIT	0	0
1 BEDROOM UNITS = 1.5 SP/UNIT	0	0
2+ BEDROOM UNITS = 2.0 SP/UNIT	204	408
VISITOR PARKING = 0.4 SP/UNIT	204	82
TOTAL REQUIRED:		490 SPACES

PROVIDED PARKING

	PROVIDED SPACES
STANDARD (9'X19')	452
GARAGE (10' X 20')	26
GARAGE HC (15'X20')	1
HANDICAP (12'X20')	11
TOTAL PROVIDED:	490 SPACES

UPLAND BUFFER
DO NOT DISTURB

NO DUMPING,
LAND CLEARING OR OTHER
DISTURBANCE TO SOILS OR
VEGETATION PERMITTED
BEYOND THIS POINT

FOR MORE INFORMATION,
CONTACT THE
ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT
(407) 659-4800

12" x 12"

SEE PLAN FOR LOCATIONS (14 TOTAL)

UPLAND BUFFER DISTURBANCE SIGN

NOT TO SCALE

STRIPING NOTE

ALL STRIPING IS TO BE PER FDOT STANDARD PLAN INDEX 711-001

STATEMENT OF INTENDED USE AND DEVELOPMENT ACTIVITY

PROJECT IS A MULTI-FAMILY APARTMENT COMPLEX WITH PRIVATE ON-SITE AMENITIES INCLUDING A CLUBHOUSE, POOL, AND WALKING TRAIL.

SOIL SURVEY LINE

SOIL TYPE IDENTIFICATION

Volusia County, Florida (FL127)

Map unit symbol	Map unit name	Rating
1	Apopka fine sand, 0 to 5 percent slopes	A
4	Astatula fine sand, 0 to 8 percent slopes	A
5	Astatula fine sand, 8 to 17 percent slopes	A
19	Deland fine sand, 0 to 5 percent slopes	A

SITE AREA TABLE		
DESCRIPTION	AREA (AC.)	AREA (SF.)
BUILDING FOOTPRINT	= 2.01 AC (14.2%)	= 87,556 SF (14.2%)
ROAD/PAVEMENT (ON-SITE)	= 4.67 AC (33.0%)	= 203,425 SF (33.0%)
WETLAND (ON-SITE)	= 0.29 AC (2.0%)	= 12,632 SF (2.0%)
PERVIOUS/COMMON OPEN SPACE	= 7.19 AC (50.8%)	= 313,196 SF (50.8%)
TOTAL IMPERVIOUS AREA	= 6.68 AC (47.2%)	= 290,981 SF (47.2%)
TOTAL AREA	= 14.16 AC (100%)	= 616,810 SF (100%)

SITE DATA

1. GROSS SITE AREA = 14.16 AC.
2. WETLAND AREA = +/-0.29 AC.
3. NET DEVELOPABLE AREA = 13.87 AC.
4. ZONING = PD, EMERGING GATEWAY CORRIDOR OVERLAY
5. FUTURE LAND USE = HDR
6. EXISTING USE = VACANT
7. PROPOSED USE = MULTI-FAMILY APARTMENTS
8. PROPOSED UNITS = 204 UNITS
9. MAXIMUM ALLOWED DENSITY = 16 DU/AC.
10. PROPOSED GROSS DENSITY = 204 UNITS/14.16 AC = 14.41 DU /AC
11. PROPOSED NET DENSITY = 204 UNITS/13.87 AC = 15.07 DU /AC
12. BUILDING SETBACKS:
    -FRONT = 30'
    -SIDE = 20'
    -REAR =20'
13. LANDSCAPE BUFFERS:
    -NORTH = 25' (TYPE C)
    -SOUTH = 20' (TYPE C)
    -EAST = 20' (TYPE C)
    -WEST = 40' (TYPE D - EMERGING GATEWAY CORRIDOR OVERLAY)
14. MAXIMUM ALLOWED BUILDING HEIGHT = 45 FT
15. MAXIMUM IMPERVIOUS SURFACE COVERAGE = 50%
16. WATER AND SEWER ARE PROVIDED BY CITY OF DELAND.
17. THIS PROPERTY IS DESIGNATED ZONE "X"; AREAS DETERMINED TO BE OUTSIDE OF THE 0.2 % ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM PANELS 12127C0730H (FEBRUARY 19, 2014).
18. MAXIMUM BUILDING LENGTH = 260'
19. REQUIRED TREE PROTECTION AREA (15% OF NET) = 0.15 X 13.87 AC. = 2.08 AC.
20. PROVIDED TREE PROTECTION AREA = 2.08 AC. (15%) -SEE LANDSCAPE PLAN FOR DETAILS
21. PROJECT TO BE DEVELOPED IN ONE PHASE.
22. PROPOSED STREETS WILL BE PRIVATELY OWNED AND MAINTAINED.
23. NO BURNING IS PERMITTED DURING LAND CLEARING.

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DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

OVERALL SITE PLAN

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS
07/17/23	2	REVISED PER COMMENTS
07/31/23	3	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE
60' 0 30' 60' 120'
FEET
1 Inch = 60 Ft.

SHEET #:
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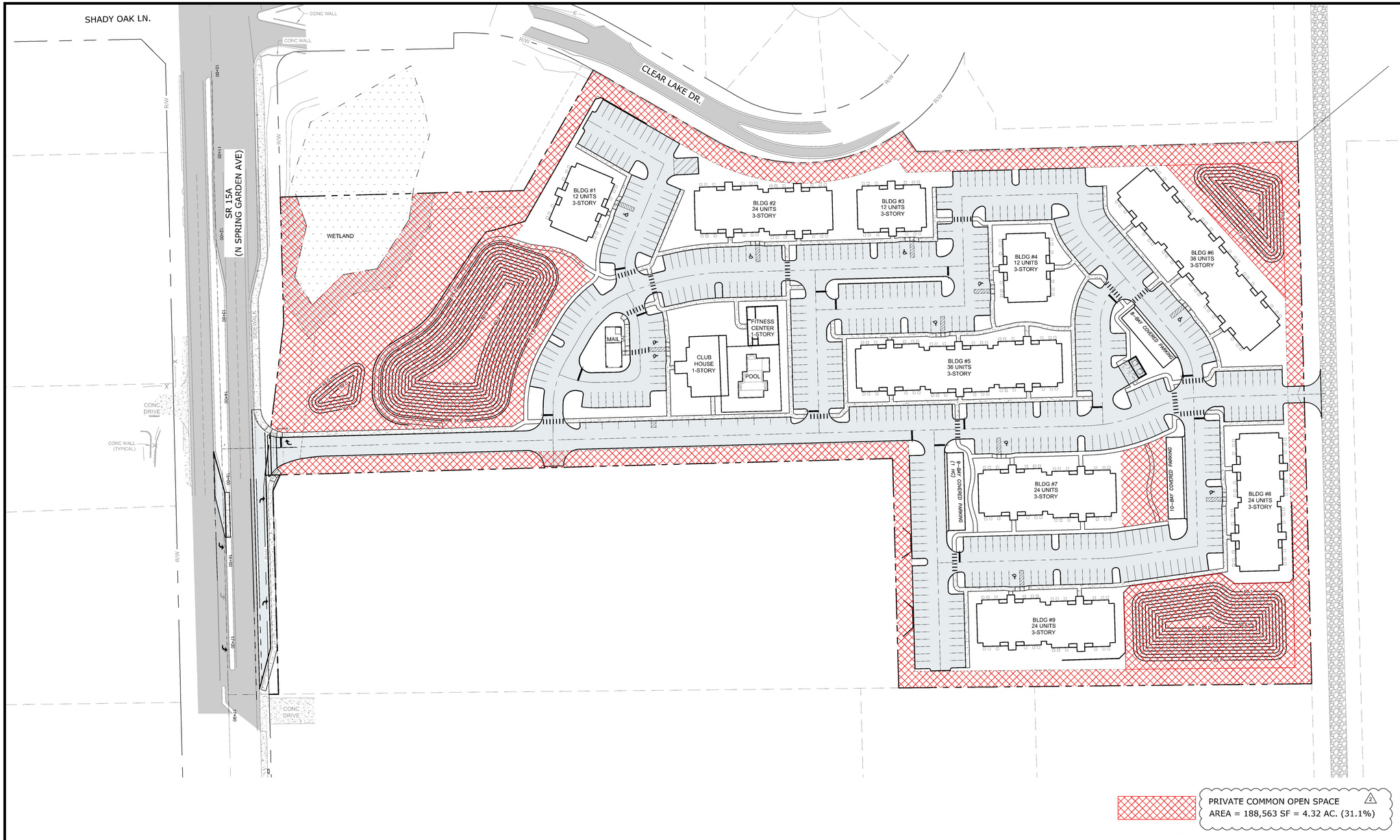

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DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

OPEN SPACE PLAN

REVISIONS		
NO.	DATE	DETAIL
1	06/16/23	REVISED PER COMMENTS
2	07/31/23	REVISED PER COMMENTS/QC

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE

60' 0 30' 60' 120'

FEET
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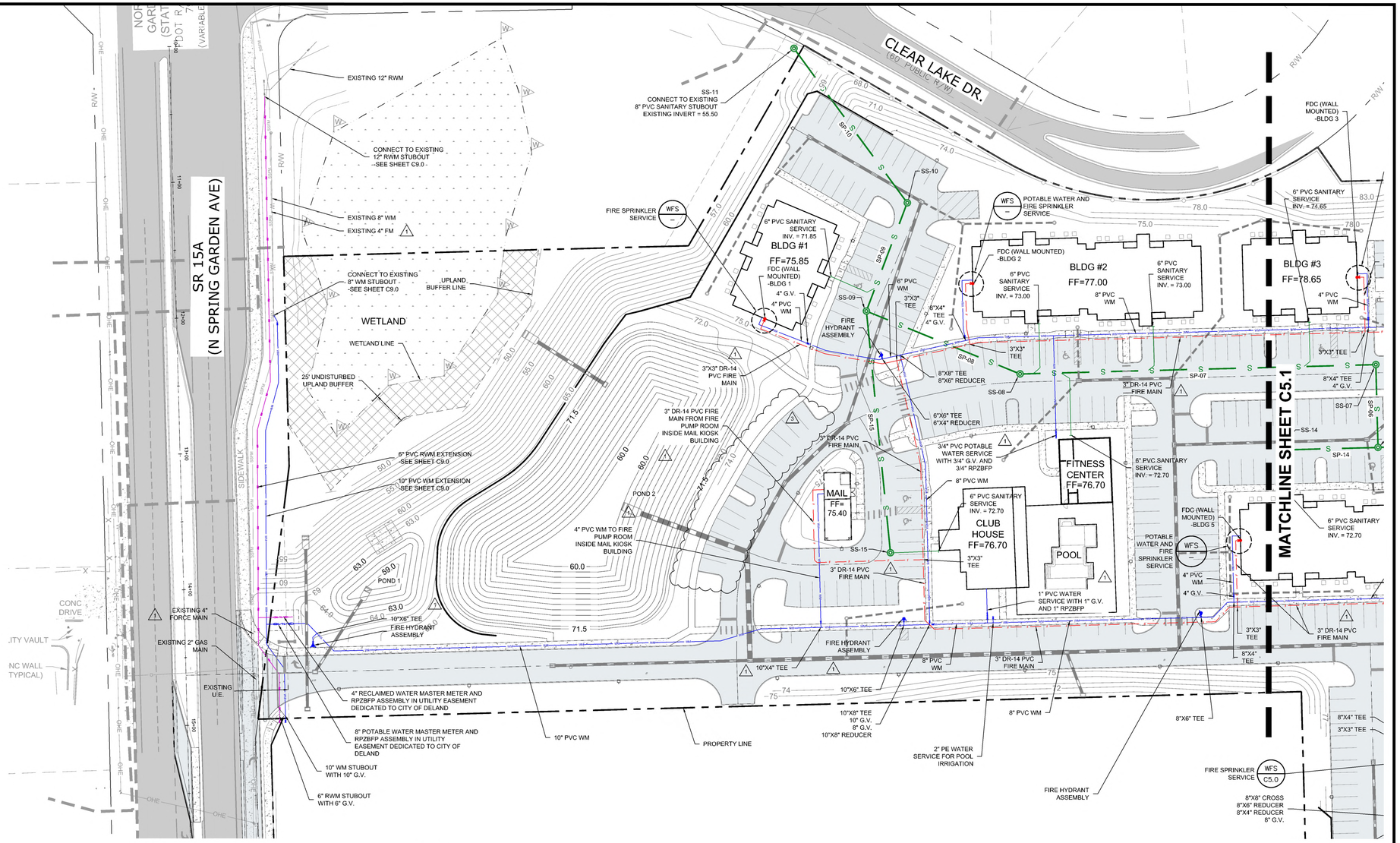
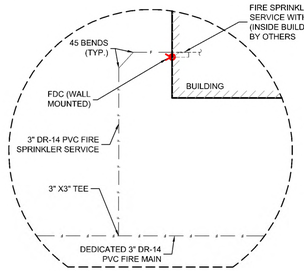




NOTES:
1. DDCV TO BE LOCATED INSIDE BUILDING
2. FIRE LINE TO BE INSTALLED TO 1' ABOVE SLAB
3. BENDS VARY PER SERVICE. SEE PLAN
4. ALL FIRE LINE PIPING SHALL BE DR-14

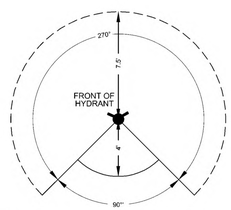
1 WFS - FIRE SERVICE DETAIL
N.T.S.

REQUIREMENTS FOR SPRINKLED BUILDING:

1. AT MINIMUM, A CLASS FIVE CONTRACTOR IS REQUIRED TO INSTALL FIRE FINES. FIRE LINES SHALL BEGIN AT THE POINT IN WHICH THE PIPING IS USED EXCLUSIVELY FOR FIRE PROTECTION AND END AT A POINT 1-FOOT ABOVE THE FINISHED FLOOR.
2. NO OTHER WATER CONNECTION SHALL BE OFF OF THE FIRE LINE.
3. THE FIRE DEPARTMENT CONNECTION SHALL BE WITHIN 100 FEET OF THE FIRE HYDRANT.
4. ANY FIRE LINE CHARGED BY THE FDC SHALL BE DR-14 PIPE.
5. THE ONLY VALVE ALLOWED IN THE FDC LINE IS A CHECK VALVE.
6. ALL FIRE LINES SHALL BE INSPECTED BY THE FIRE DEPT. BEFORE BEING COVERED.

SANITARY STRUCTURE TABLE				
NAME	TYPE	RIM	INV. IN:	INV. OUT
SS-08	SANITARY MANHOLE	75.38	64.55 SP-07	64.45 SP-08
SS-09	SANITARY MANHOLE	74.57	63.90 SP-08 63.90 SP-15	63.80 SP-09
SS-10	SANITARY MANHOLE	73.38	63.40 SP-09	61.90 SP-10
SS-11	SANITARY MANHOLE	58.02	55.60 SP-10	55.50 (EXISTING)
SS-15	SANITARY MANHOLE	75.36		69.86 SP-15

SANITARY PIPE TABLE				
NAME	LENGTH	SIZE	SLOPE	MATERIAL
SP-07	262'	8"	0.44%	PVC
SP-08	122'	8"	0.45%	PVC
SP-09	85'	8"	0.47%	PVC
SP-10	141'	8"	4.47%	PVC
SP-15	179'	8"	3.33%	PVC



1 WFS1 - FIRE HYDRANT AND FDC CLEARANCE DETAIL
N.T.S.

NOTES:
1. MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED WATER AND WASTEWATER LINES.
2. ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM.
3. ALL UTILITY MAINS SHALL BE INSTALLED TO MEET THE MINIMUM SEPARATION REQUIREMENTS PER FDEP AND CITY OF DELAND.
4. EXISTING UTILITIES AT POINTS OF CONFLICT SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF EXISTING CONDITIONS DIFFER FROM PLANS.
5. ALL UTILITIES LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED.
6. WATER MAINS AND FIRE HYDRANTS SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON TO THE SITE.
7. ALL SANITARY SEWER LATERALS SHALL HAVE A MINIMUM SLOPE OF 1%.
8. ALL FIRE HYDRANT VALVES SHALL BE LOCATED ON THE DOWNSTREAM END OF THE FIRE HYDRANT SUPPLY LINE AT THE TEE.
9. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE PROVIDER AND RELOCATED AS NECESSARY.

FDEP SEPARATION REQUIREMENTS UNDER 62-555.314 EFFECTIVE 8-28-2003				
HAZARD	HORIZONTAL SEPARATION	VERTICAL SEPARATION		JOINT SPACING
		WATER ABOVE	WATER BELOW	
STORM SEWER	3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
STORM FORCE MAIN	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF REGULATED UNDER 62-610	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF NOT REGULATED UNDER 62-610	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
VACUUM SANITARY SEWER	10FT PREF, 3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
GRAVITY SANITARY SEWER	10FT PREF, 6FT MIN, 3FT MIN IF WATER MAIN IS 6IN ABOVE GRAVITY SANITARY SEWER	12IN PREF, 6IN MIN	12IN MIN	6FT MIN
SANITARY SEWER FORCE MAIN	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
SEWAGE TREATMENT & DISPOSAL SYSTEM	10FT MIN	NONE	NONE	NONE

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DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

UTILITY PLAN

REVISIONS		
NO.	DETAIL	DATE
1	REVISED PER COMMENTS	04/14/23
2	REVISED PER COMMENTS	06/23/23
3	REVISED PER COMMENTS/QC	07/31/23

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
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GRAPHIC SCALE
40' 0 20' 40' 80'
FEET
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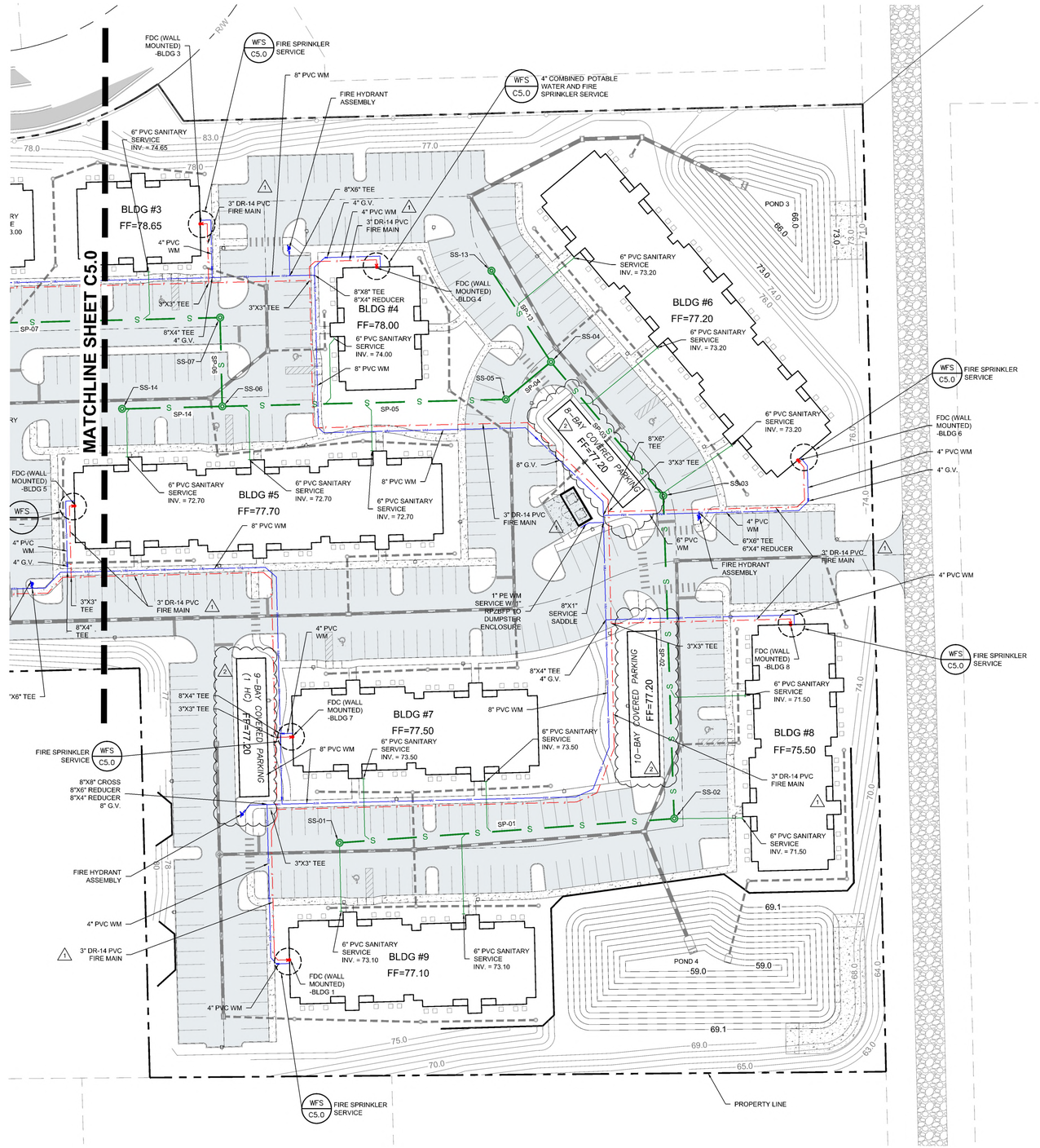

SANITARY STRUCTURE TABLE				
NAME	TYPE	RIM	INV. IN:	INV. OUT
SS-01	SANITARY MANHOLE	75.78		70.78 SP-01
SS-02	SANITARY MANHOLE	74.20	69.20 SP-01	69.10 SP-02
SS-03	SANITARY MANHOLE	74.45	68.10 SP-02	68.00 SP-03
SS-04	SANITARY MANHOLE	75.44	67.45 SP-03 67.45 SP-13	67.35 SP-04
SS-05	SANITARY MANHOLE	75.51	67.15 SP-04	67.05 SP-05
SS-06	SANITARY MANHOLE	76.03	66.20 SP-05 66.20 SP-14	66.10 SP-06
SS-07	SANITARY MANHOLE	76.91	65.80 SP-06	65.70 SP-07
SS-13	SANITARY MANHOLE	75.44		67.80 SP-13
SS-14	SANITARY MANHOLE	76.31		68.31 SP-14

SANITARY PIPE TABLE				
NAME	LENGTH	SIZE	SLOPE	MATERIAL
SP-01	230'	8"	0.69%	PVC
SP-02	222'	8"	0.45%	PVC
SP-03	120'	8"	0.46%	PVC
SP-04	40'	8"	0.50%	PVC
SP-05	195'	8"	0.44%	PVC
SP-06	61'	8"	0.49%	PVC
SP-13	75'	8"	0.47%	PVC
SP-14	69'	8"	3.07%	PVC

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FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

UTILITY PLAN

REVISIONS			
DATE	NO.	DETAIL	
06/16/23	1	REVISED PER COMMENTS	
07/31/23	2	REVISED PER COMMENTS/QC	

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE
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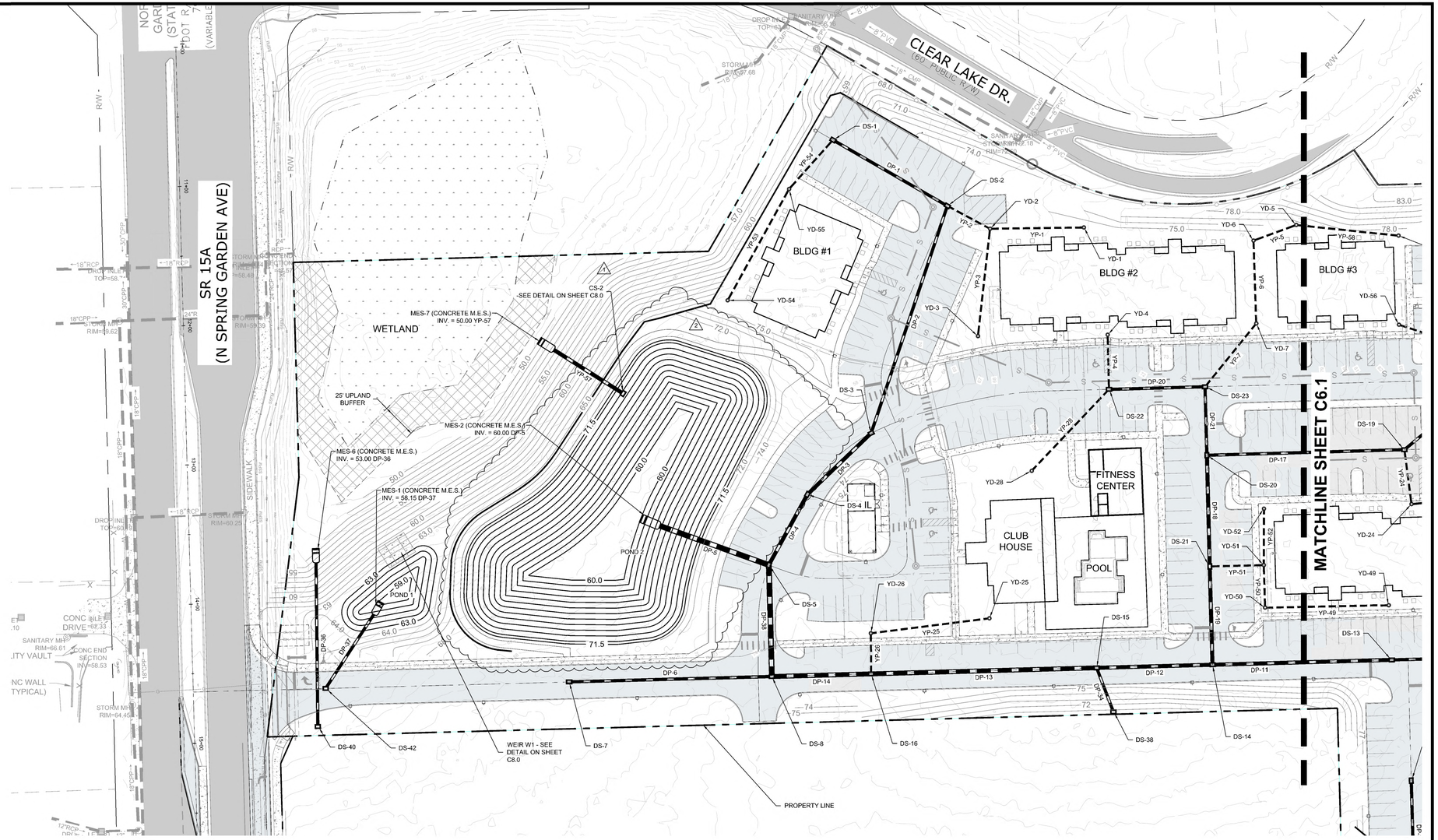

YARD DRAIN TABLE

NAME	SIZE	RIM	INV. IN:	INV. OUT
YD-1	12"	75.00		71.00 YP-1
YD-2	12"	74.50	69.00 YP-1 69.00 YP-3	69.00 YP-2
YD-3	12"	75.25		71.00 YP-3
YD-4	12"	76.00		71.00 YP-4
YD-5	12"	77.50	73.50 YP-58	73.50 YP-5
YD-6	12"	76.00	72.75 YP-5	72.75 YP-6
YD-7	12"	76.00	71.00 YP-6	71.00 YP-7
YD-25	12"	75.25		72.00 YP-25
YD-26	12"	74.25	70.25 YP-25	70.25 YP-26
YD-28	12"	75.00		71.00 YP-28
YD-50	12"	76.50	72.25 YP-49	72.25 YP-50
YD-51	12"	76.25	71.50 YP-50 71.50 YP-52	71.50 YP-51
YD-52	12"	76.50		72.50 YP-52
YD-54	12"	74.00		70.00 YP-53
YD-55	12"	73.60	69.50 YP-53	69.50 YP-54

YARD DRAIN PIPE TABLE

NAME	LENGTH	SIZE	SLOPE	MATERIAL
YP-1	67'	12"	2.97%	HDPE
YP-2	35'	12"	4.57%	HDPE
YP-3	78'	12"	2.58%	HDPE
YP-4	39'	12"	1.91%	HDPE
YP-5	33'	12"	2.30%	HDPE
YP-6	60'	12"	2.94%	HDPE
YP-7	58'	12"	1.71%	HDPE
YP-25	86'	12"	2.04%	HDPE
YP-26	29'	12"	4.29%	HDPE
YP-28	81'	12"	0.93%	HDPE
YP-49	89'	12"	0.84%	HDPE
YP-50	31'	12"	2.45%	HDPE
YP-51	39'	12"	4.28%	HDPE
YP-52	41'	12"	2.47%	HDPE
YP-53	91'	12"	0.55%	HDPE
YP-54	47'	12"	4.02%	HDPE

STORM STRUCTURE TABLE

NAME	TYPE	RIM	INV. IN:	INV. OUT
DS-1	FDOT TYPE C INLET	72.45	67.60 YP-54	67.60 DP-1
DS-2	FDOT TYPE C INLET	73.30	67.41 DP-1 67.41 YP-2	67.41 DP-2
DS-3	FDOT TYPE C INLET	73.53	67.07 DP-2	67.07 DP-3
DS-4	FDOT TYPE C INLET	72.85	66.94 DP-3	66.94 DP-4
DS-5	FDOT TYPE C INLET	72.00	64.95 DP-4 64.95 DP-38	63.00 DP-5
DS-7	FDOT TYPE C INLET	70.25		65.40 DP-6
DS-8	FDOT TYPE C INLET	73.52	65.11 DP-6 65.11 DP-14	65.11 DP-38
DS-14	FDOT TYPE C INLET	75.50	69.42 DP-11 69.42 DP-19	69.42 DP-12
DS-15	FDOT TYPE C INLET	74.00	68.00 DP-12 65.59 DP-34	65.59 DP-13
DS-20	FDOT TYPE C INLET	75.35	70.00 DP-17 70.00 DP-21	70.00 DP-18
DS-21	FDOT TYPE C INLET	75.47	69.84 DP-18 69.84 YP-51	69.84 DP-19
DS-22	FDOT TYPE C INLET	75.10	70.25 YP-4 70.25 YP-28	70.25 DP-20
DS-23	FDOT TYPE C INLET	75.25	70.11 DP-20 70.00 YP-7	70.11 DP-21
DS-38	FDOT TYPE C INLET	70.75		65.65 DP-34
DS-40	FDOT TYPE C INLET	63.75		58.75 DP-36
DS-42	FDOT TYPE C INLET	64.22		59.37 DP-37

STORM PIPE TABLE

NAME	LENGTH	SIZE	SLOPE	MATERIAL
DP-1	95'	18"	0.20%	HDPE
DP-2	172'	18"	0.20%	HDPE
DP-3	64'	24"	0.20%	HDPE
DP-4	58'	24"	3.45%	HDPE
DP-5	86'	36"	3.49%	HDPE
DP-6	146'	18"	0.20%	HDPE
DP-11	129'	24"	0.19%	HDPE
DP-12	83'	24"	1.71%	HDPE
DP-13	162'	30"	0.20%	HDPE
DP-14	71'	30"	0.22%	HDPE
DP-17	142'	18"	0.70%	HDPE
DP-18	80'	24"	0.20%	HDPE
DP-19	71'	24"	0.59%	HDPE
DP-20	69'	18"	0.20%	HDPE
DP-21	49'	18"	0.22%	HDPE
DP-34	34'	18"	0.18%	HDPE
DP-36	120'	18"	4.80%	HDPE
DP-37	66'	18"	1.86%	HDPE
DP-38	80'	36"	0.20%	HDPE

NOTES:

1. ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM.
2. ALL UTILITY MAINS SHALL BE INSTALLED TO MEET THE MINIMUM SEPARATION REQUIREMENTS PER FDEP.
3. ALL DISTURBED AREAS WITHIN FDOT ROW SHALL BE RESTORED TO PRE-DEVELOPMENT CONDITIONS OR BETTER.
4. CONTRACTOR SHALL FIELD LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF EXISTING CONDITIONS DIFFER FROM PLANS.
5. ALL MITERED END SECTIONS SHALL HAVE RIP RAP PER DETAIL "MES" ON SHEET C13.0

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

DRAINAGE PLAN

REVISIONS			
NO.	DATE	DETAIL	
1	06/16/23	REVISED PER COMMENTS	
2	07/31/23	REVISED PER COMMENTS/QC	

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE
40' 0 20' 40' 80'
FEET
1 Inch = 40 Ft.

SHEET #:
C6.0

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G:\37501 - Pointe at DeLand\37501 DE-DS-1-DRAINAGE PLAN.dwg (01) Plotted on: Jul 31, 2023 - 3:30pm by Hoke

STORM STRUCTURE TABLE				
NAME	TYPE	RIM	INV. IN:	INV. OUT
DS-10	FDOT TYPE C INLET	75.20	70.35 YP-10	70.35 DP-8
DS-11	FDOT TYPE C INLET	75.40	70.11 DP-8 70.11 YP-46 70.11 YP-56	70.11 DP-9
DS-12	FDOT TYPE C INLET	75.82	69.88 DP-9 69.88 YP-48	69.88 DP-10
DS-13	FDOT TYPE C INLET	75.75	69.67 DP-10	69.67 DP-11
DS-17	FDOT TYPE C INLET	76.75	71.90 YP-55	71.90 DP-15
DS-18	FDOT TYPE C INLET	76.41	71.56 DP-15 71.56 YP-13	71.56 DP-16
DS-19	FDOT TYPE C INLET	75.85	71.00 DP-16 71.00 YP-24	71.00 DP-17
DS-25	FDOT TYPE C INLET	75.20	69.00 YP-16	69.00 DP-23
DS-26	FDOT TYPE C INLET	75.00	68.60 DP-23	68.60 DP-24
DS-27	FDOT TYPE C INLET	76.00	68.25 DP-24	68.25 DP-25
DS-28	FDOT TYPE C INLET	75.00	68.00 DP-25 -4.34 YP-21	68.00 DP-26
DS-30	FDOT TYPE C INLET	73.00	-4.60 YP-29	68.15 DP-27
DS-31	FDOT TYPE C INLET	73.70	67.95 DP-27	67.95 DP-28
DS-32	FDOT TYPE C INLET	73.80	66.00 DP-28 69.00 YP-31	66.00 DP-29
DS-33	FDOT TYPE C INLET	73.85	65.50 DP-29 66.50 DP-33	63.00 DP-30
DS-35	FDOT TYPE C INLET	72.88	70.08 YP-40	70.25 DP-31
DS-36	FDOT TYPE C INLET	76.50	70.08 DP-31 70.08 DP-39	67.80 DP-32
DS-37	FDOT TYPE C INLET	75.35	67.00 DP-32 67.00 YP-36 -5.43 YP-42	67.00 DP-33
DS-41	FDOT TYPE C INLET	75.88		70.88 DP-39

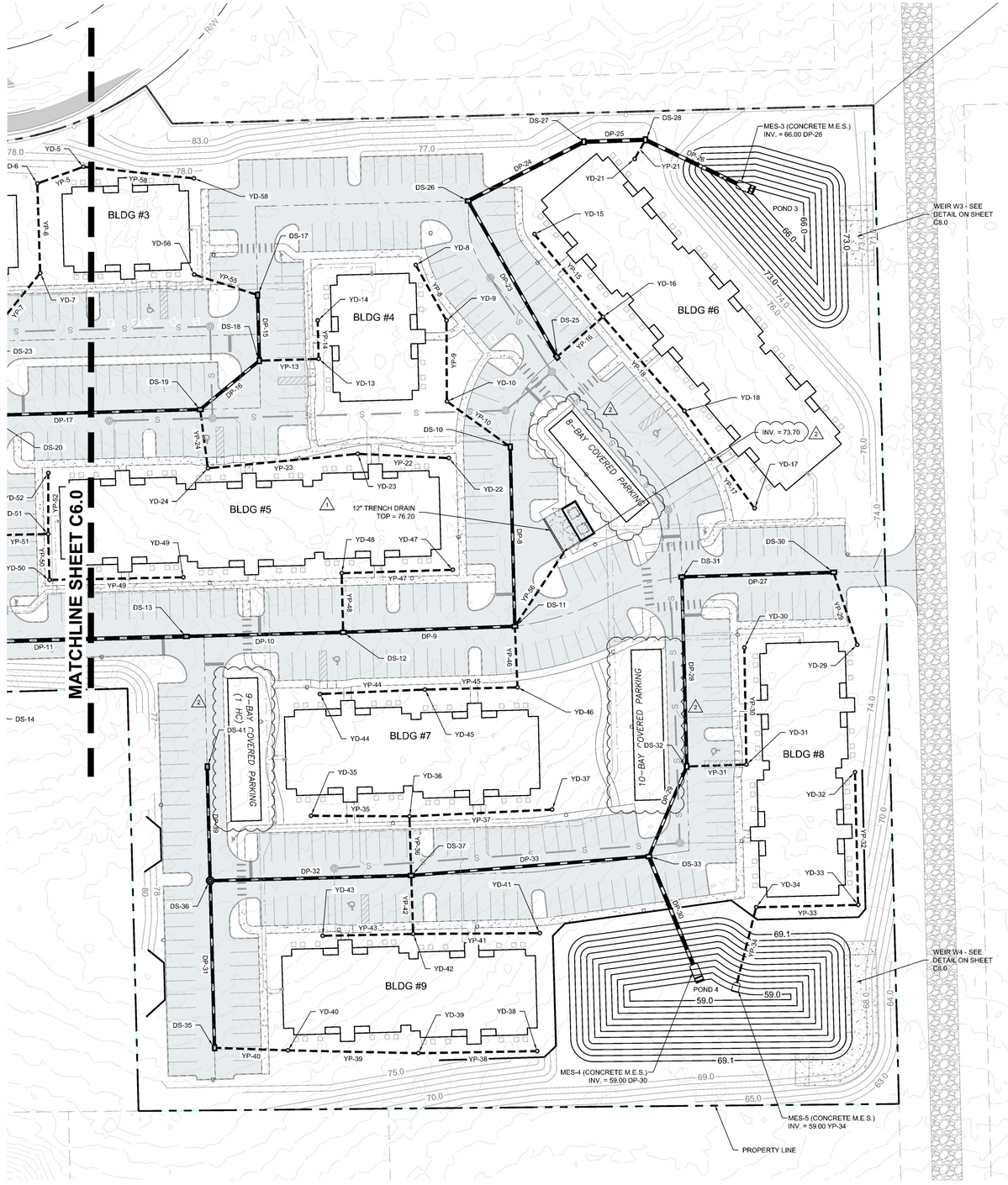
STORM PIPE TABLE				
NAME	LENGTH	SIZE	SLOPE	MATERIAL
DP-8	119'	18"	0.20%	HDPE
DP-9	114'	18"	0.20%	HDPE
DP-10	104'	18"	0.20%	HDPE
DP-15	44'	18"	0.78%	HDPE
DP-16	51'	18"	1.10%	HDPE
DP-23	119'	18"	0.34%	HDPE
DP-24	86'	24"	0.41%	HDPE
DP-25	41'	24"	0.61%	HDPE
DP-26	70'	24"	2.87%	HDPE
DP-27	101'	18"	0.20%	HDPE
DP-28	126'	18"	1.55%	HDPE
DP-29	65'	18"	0.77%	HDPE
DP-30	80'	24"	4.99%	Round Concrete Pipe
DP-31	111'	18"	0.15%	HDPE
DP-32	134'	18"	0.60%	HDPE
DP-33	158'	18"	0.32%	HDPE
DP-39	76'	18"	1.05%	HDPE

YARD DRAIN TABLE				
NAME	SIZE	RIM	INV. IN:	INV. OUT
YD-8	12"	76.25		72.50 YP-8
YD-9	12"	76.25	72.00 YP-8	72.00 YP-9
YD-10	12"	76.00	71.50 YP-9	71.50 YP-10
YD-13	12"	77.10	72.10 YP-14	72.10 YP-13
YD-14	12"	77.10		73.40 YP-14
YD-15	12"	76.00		72.00 YP-15
YD-16	12"	76.00	69.45 YP-15 69.45 YP-18	69.45 YP-16
YD-17	12"	74.90		70.50 YP-17
YD-18	12"	76.10	70.00 YP-17	70.00 YP-18
YD-21	12"	75.50		-4.17 YP-21
YD-22	12"	76.00		72.70 YP-22
YD-23	12"	76.50	72.25 YP-22	72.25 YP-23
YD-24	12"	76.50	71.50 YP-23	71.50 YP-24
YD-29	12"	73.75		-4.17 YP-29
YD-30	12"	74.65		70.65 YP-30
YD-31	12"	74.50	69.50 YP-30	69.50 YP-31
YD-32	12"	74.00		70.50 YP-32
YD-33	12"	74.00	69.60 YP-32	69.60 YP-33
YD-34	12"	74.00	66.50 YP-33	66.50 YP-34
YD-35	12"	76.50		72.00 YP-35

YARD DRAIN TABLE				
NAME	SIZE	RIM	INV. IN:	INV. OUT
YD-36	12"	76.25	70.25 YP-35 70.25 YP-37	70.25 YP-36
YD-37	12"	75.50		72.00 YP-37
YD-38	12"	75.25		71.75 YP-38
YD-39	12"	75.25	71.25 YP-38	71.25 YP-39
YD-40	12"	75.25	70.75 YP-39	70.75 YP-40
YD-41	12"	75.75		71.75 YP-41
YD-42	12"	76.10	71.10 YP-41 71.10 YP-43	-5.02 YP-42
YD-43	12"	76.25		71.50 YP-43
YD-44	12"	76.50		72.50 YP-44
YD-45	12"	76.50	72.00 YP-44	72.00 YP-45
YD-46	12"	76.25	71.50 YP-45	71.50 YP-46
YD-47	12"	76.50		72.75 YP-47
YD-48	12"	76.50	71.75 YP-47	71.75 YP-48
YD-49	12"	76.50		73.00 YP-49
YD-56	12"	0.00		72.50 YP-55

YARD DRAIN PIPE TABLE				
NAME	LENGTH	SIZE	SLOPE	MATERIAL
YP-8	42'	12"	1.19%	HDPE
YP-9	54'	12"	0.93%	HDPE
YP-10	52'	12"	2.22%	HDPE
YP-13	39'	12"	1.37%	HDPE
YP-14	26'	12"	5.07%	HDPE
YP-15	71'	12"	3.57%	HDPE
YP-16	41'	12"	1.11%	HDPE
YP-17	80'	12"	0.63%	HDPE
YP-18	83'	12"	0.67%	HDPE
YP-21	15'	12"	1.16%	HDPE
YP-22	61'	12"	0.74%	HDPE
YP-23	100'	12"	0.75%	HDPE
YP-24	39'	12"	1.27%	HDPE
YP-29	51'	12"	0.85%	HDPE
YP-30	78'	12"	1.48%	HDPE
YP-31	40'	12"	1.26%	HDPE
YP-32	88'	12"	1.02%	HDPE
YP-33	68'	12"	4.57%	HDPE
YP-34	54'	12"	13.89%	HDPE
YP-35	66'	12"	2.67%	HDPE

YARD DRAIN PIPE TABLE				
NAME	LENGTH	SIZE	SLOPE	MATERIAL
YP-36	39'	12"	8.25%	HDPE
YP-37	95'	12"	1.84%	HDPE
YP-38	79'	12"	0.63%	HDPE
YP-39	87'	12"	0.58%	HDPE
YP-40	49'	12"	1.37%	HDPE
YP-41	84'	12"	0.77%	HDPE
YP-42	39'	12"	1.05%	HDPE
YP-43	60'	12"	0.66%	HDPE
YP-44	70'	12"	0.72%	HDPE
YP-45	62'	12"	0.81%	HDPE
YP-46	41'	12"	3.42%	HDPE
YP-47	74'	12"	1.35%	HDPE
YP-48	39'	12"	4.75%	HDPE
YP-54	47'	12"	4.02%	HDPE
YP-55	44'	12"	1.36%	HDPE
YP-56	59'	12"	4.40%	HDPE
YP-58	74'	12"	1.35%	HDPE



NOTES:

1. ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM.
2. ALL UTILITY MAINS SHALL BE INSTALLED TO MEET THE MINIMUM SEPARATION REQUIREMENTS PER FDEP.
3. ALL DISTURBED AREAS WITHIN FDOT ROW SHALL BE RESTORED TO PRE-DEVELOPMENT CONDITIONS OR BETTER.
4. CONTRACTOR SHALL FIELD LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF EXISTING CONDITIONS DIFFER FROM PLANS.
5. ALL MITERED END SECTIONS SHALL HAVE RIP RAP PER DETAIL "MES" ON SHEET C13.0

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DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

DRAINAGE PLAN

REVISIONS			
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07/31/23	2	REVISED PER COMMENTS/QC	

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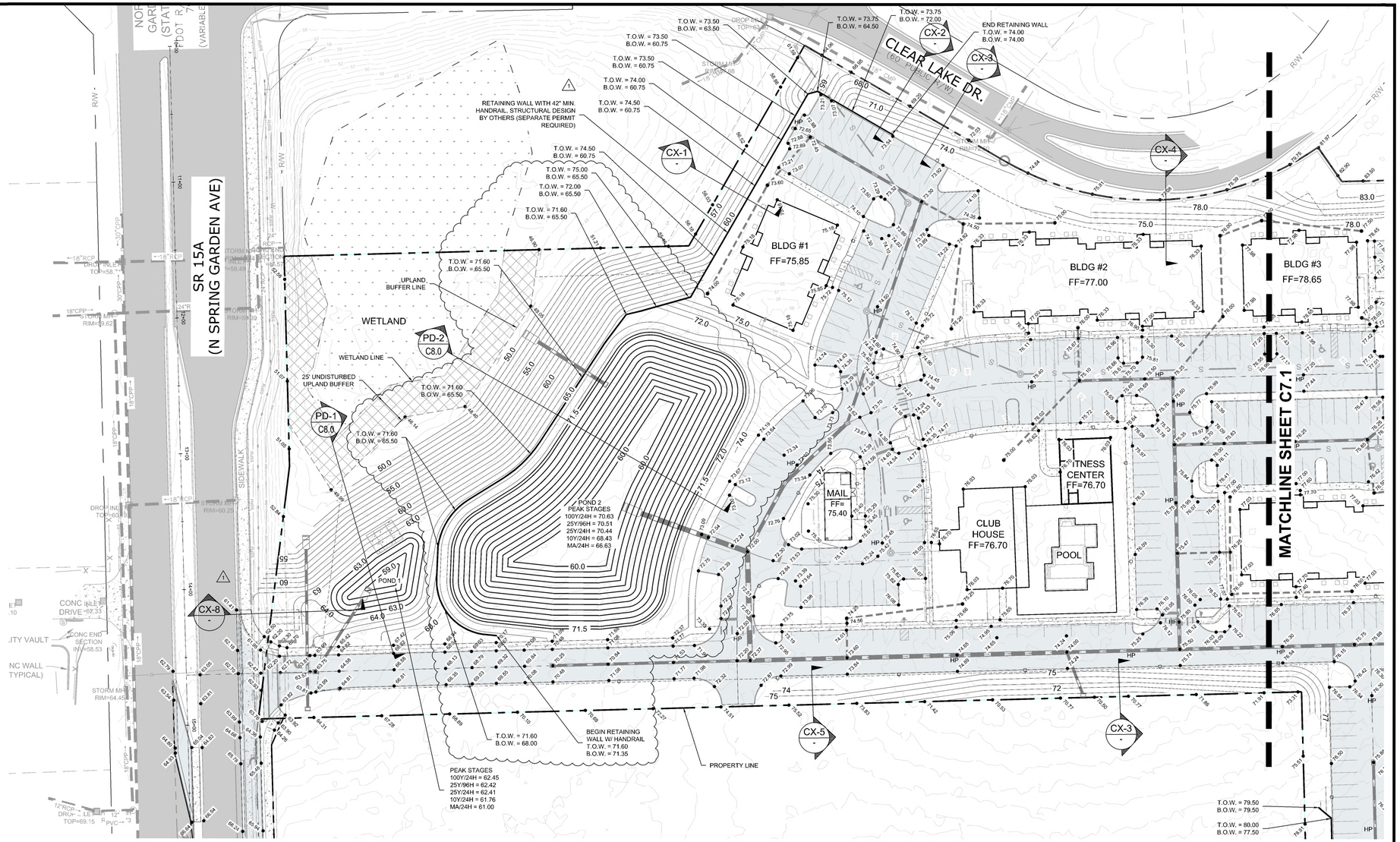
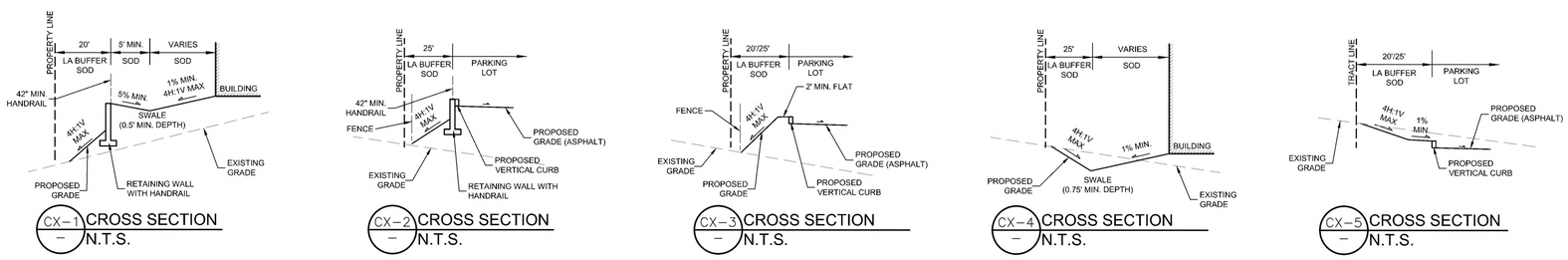




CX-1 CROSS SECTION
N.T.S.

CX-2 CROSS SECTION
N.T.S.

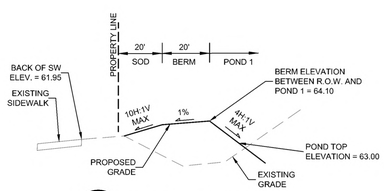
CX-3 CROSS SECTION
N.T.S.

CX-4 CROSS SECTION
N.T.S.

CX-5 CROSS SECTION
N.T.S.

ROADWAY SUBGRADE OVER-EXCAVATION NOTE ⚠1

BASED ON THE RESULTS OF THE GEOTECHNICAL INVESTIGATION PERFORMED ON THIS SITE, IT IS EXPECTED THAT SOME LEVEL OF OVER-EXCAVATION MAY BE REQUIRED IN ROADWAY SUBGRADES. PRIOR TO ANY OVER-EXCAVATION, THE GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE SHOULD OBSERVE ALL SUBGRADE CONDITIONS AS WELL AS UNDERLYING SOILS TO DETERMINE THE BEST REMEDIATION ACTION, IF NECESSARY.



⚠1 CX-8 CROSS SECTION
N.T.S.

NOTES:

1. ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM.
2. ⚠1 PROPOSED CROSSWALKS CROSS SLOPE SHALL NOT EXCEED 2% PER ADA REQUIREMENTS.

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FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

GRADING PLAN

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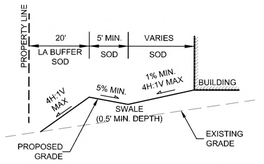
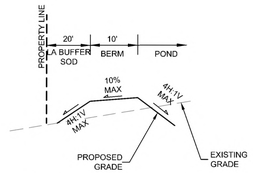


CX-6 — CROSS SECTION
N.T.S.



CX-7 — CROSS SECTION
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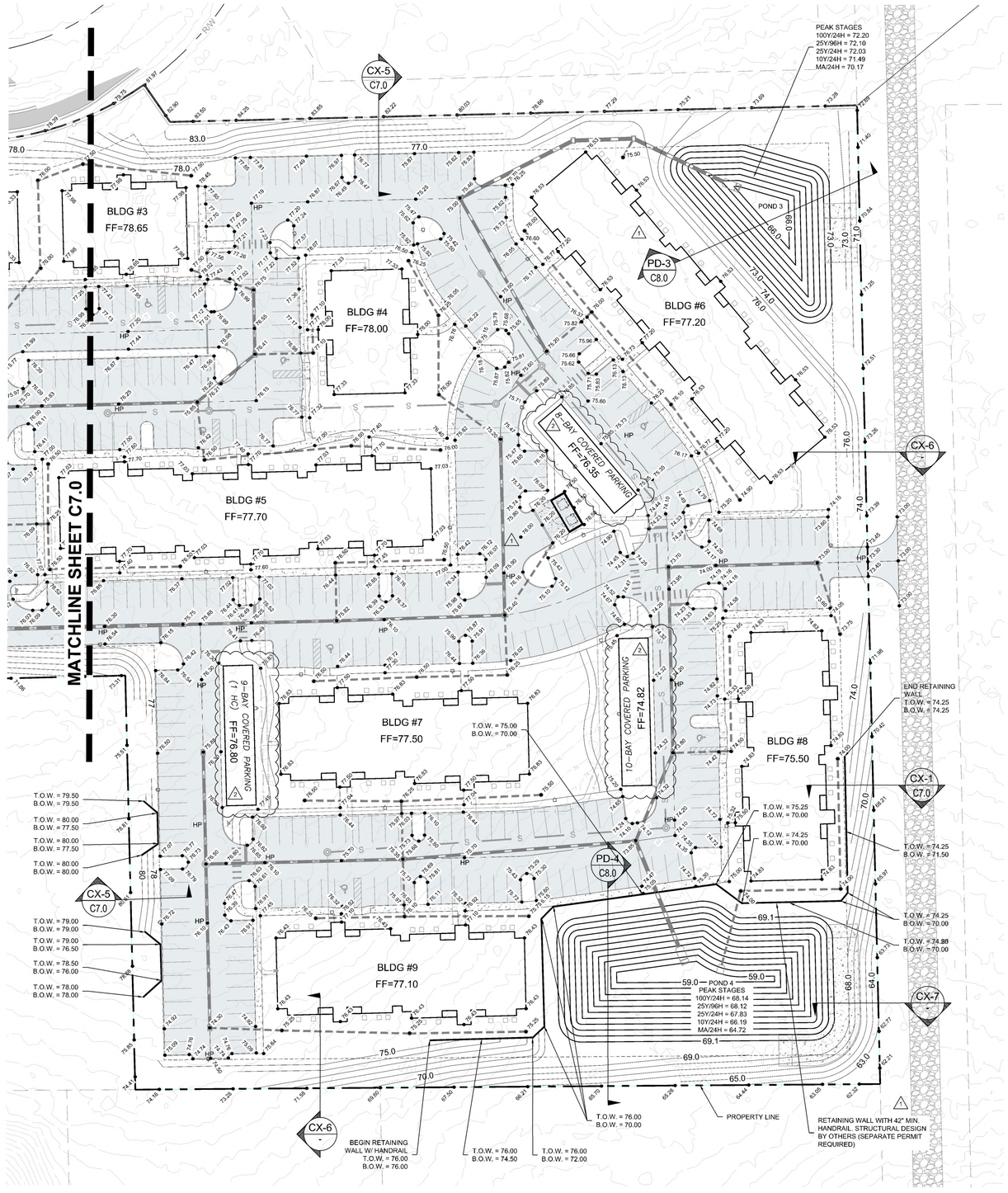

ROADWAY SUBGRADE OVER-EXCAVATION NOTE

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NOTES:

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DAVID L. EVANS
FLORIDA P.E. NO. 46586

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POINTE GRAND APARTMENTS

DELAND, FLORIDA

GRADING PLAN

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DATE	NO.	DETAIL	
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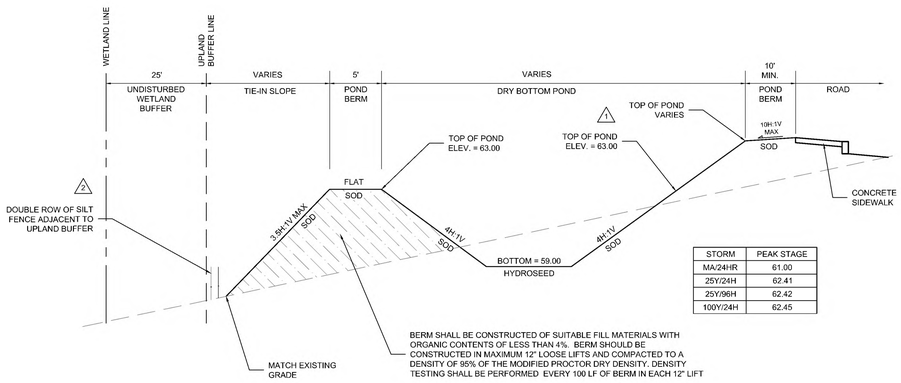
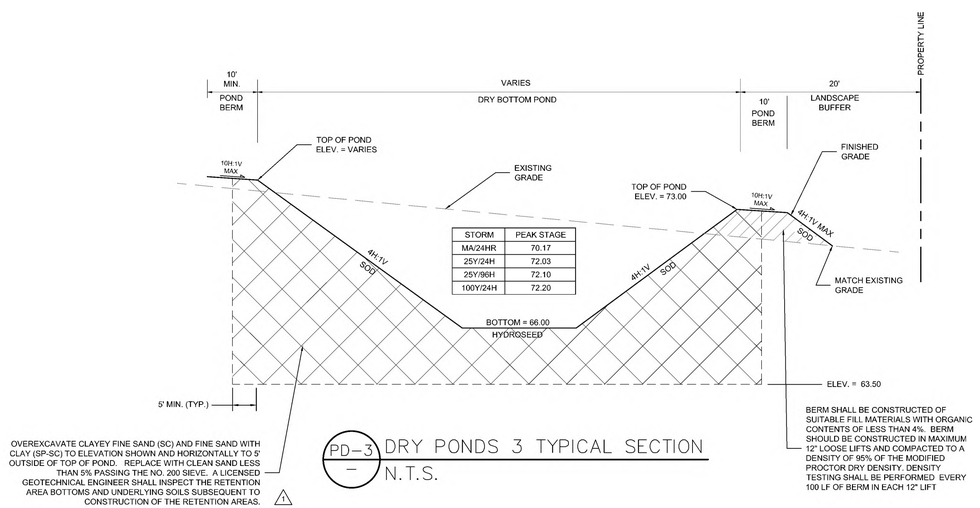


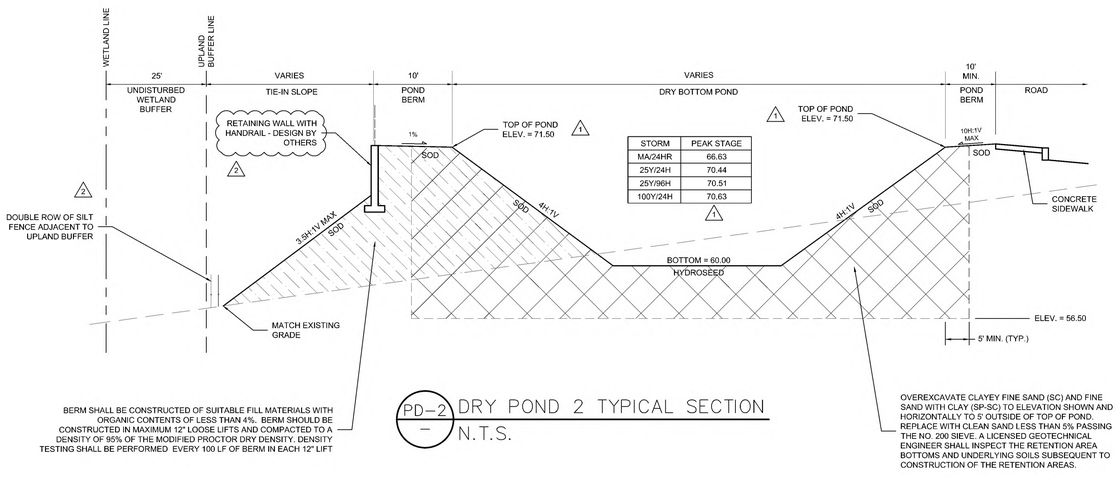
STORM	PEAK STAGE
MA/24HR	61.00
25Y/24H	62.41
25Y/96H	62.42
100Y/24H	62.45

PD-1 — DRY POND 1 TYPICAL SECTION
N.T.S.



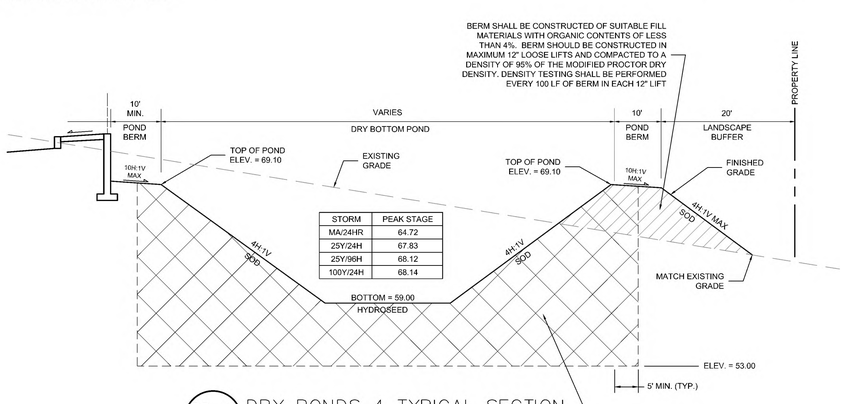
STORM	PEAK STAGE
MA/24HR	70.17
25Y/24H	72.03
25Y/96H	72.10
100Y/24H	72.20

PD-3 — DRY PONDS 3 TYPICAL SECTION
N.T.S.



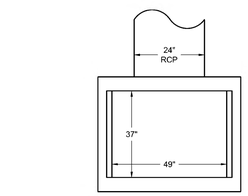
STORM	PEAK STAGE
MA/24HR	66.63
25Y/24H	70.44
25Y/96H	70.51
100Y/24H	70.63

PD-2 — DRY POND 2 TYPICAL SECTION
N.T.S.

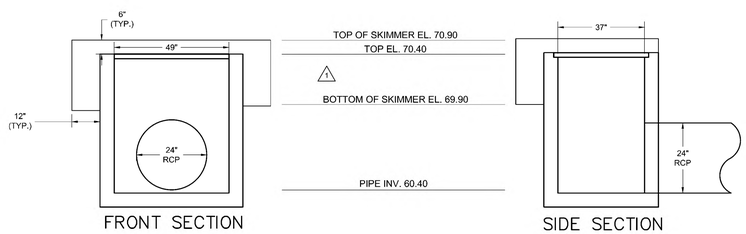


STORM	PEAK STAGE
MA/24HR	64.72
25Y/24H	67.83
25Y/96H	68.12
100Y/24H	68.14

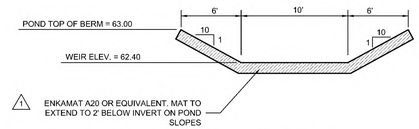
PD-4 — DRY PONDS 4 TYPICAL SECTION
N.T.S.



PLAN

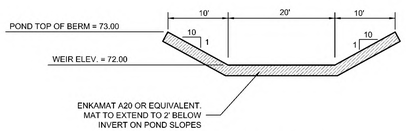


CS2 — FDOT MODIFIED TYPE "D" INLET (POND 2)
N.T.S.



SECTION VIEW

W1 — DRY POND 1 OVERFLOW WEIR
N.T.S.



SECTION VIEW

W3 — DRY POND 3 OVERFLOW WEIR
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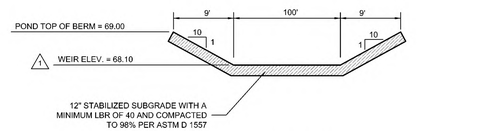

SECTION VIEW

W4 — DRY POND 4 OVERFLOW WEIR
N.T.S.

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DELAND, FLORIDA

POND DETAILS

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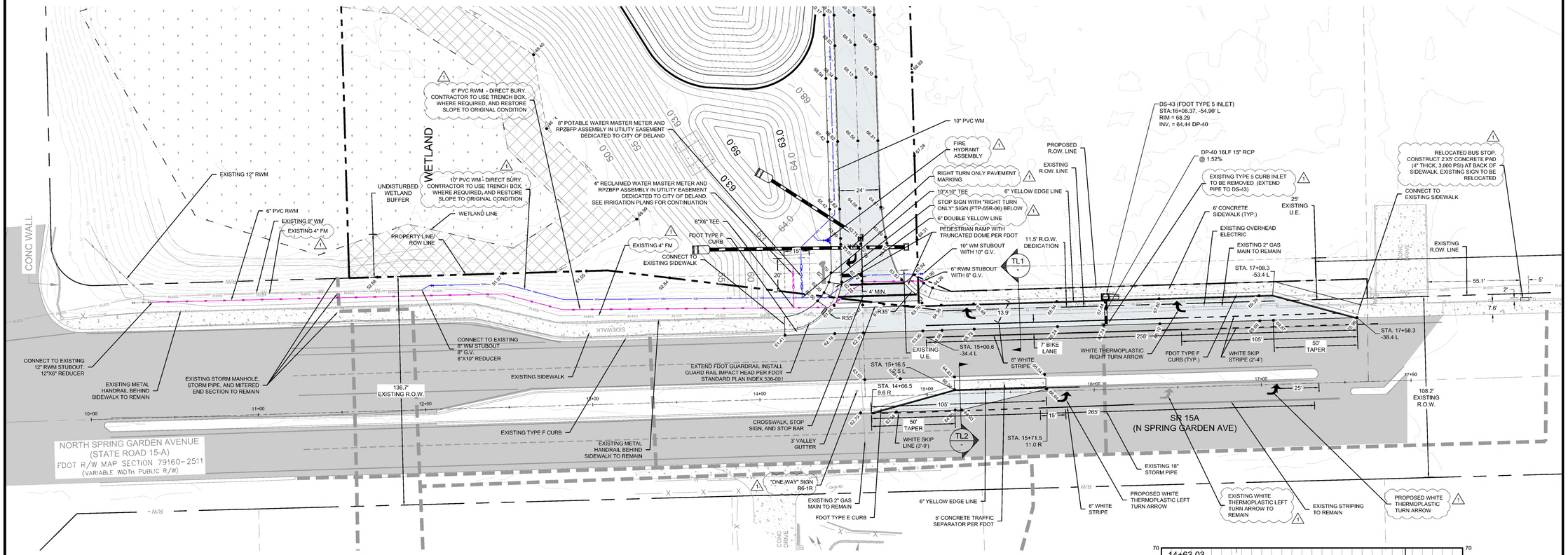
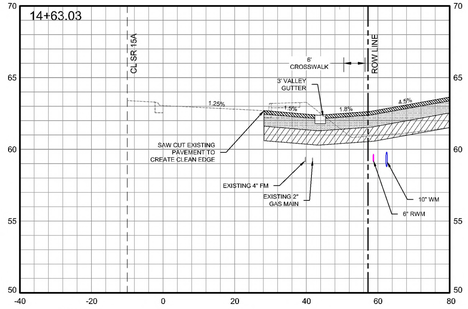
G:\37501 - Pointe at DeLand\37501 08 POND DETAILS.dwg (-) Plotted on: Jul 31, 2023 - 3:50pm by Mark



SR 15A

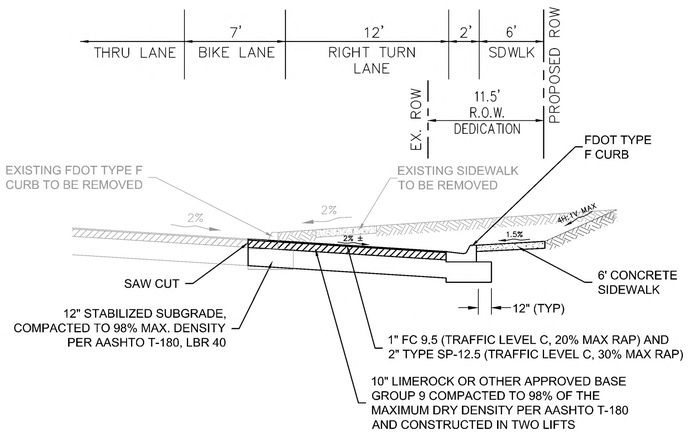
SPEED LIMIT = 50 MPH

DESIGN SPEED = 55 MPH ⚠1



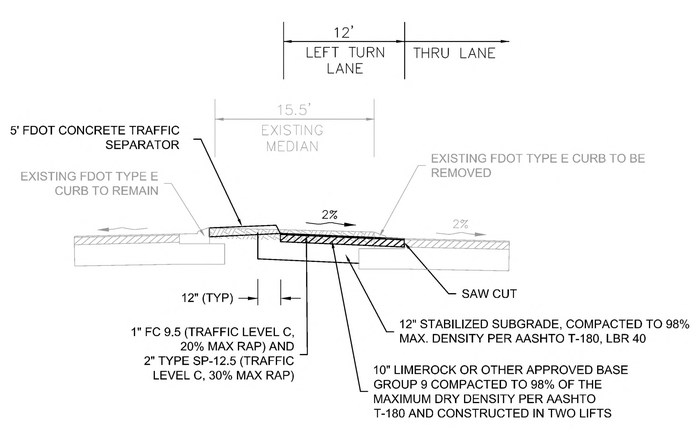
DW1 – DRIVEWAY ENTRY CROSS SECTION

H: 1"=20' V: 1"=5'



TL1 – TYPICAL RIGHT TURN LANE SECTION

N.T.S.



TL2 – TYPICAL LEFT TURN LANE SECTION

N.T.S.

FDEP SEPARATION REQUIREMENTS UNDER 62-555.314 EFFECTIVE 8-28-2003				
HAZARD	HORIZONTAL SEPARATION	VERTICAL SEPARATION		JOINT SPACING
		WATER ABOVE	WATER BELOW	
STORM SEWER	3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
STORM FORCE MAIN	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF REGULATED UNDER 62-610	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF NOT REGULATED UNDER 62-610	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
VACUUM SANITARY SEWER	10FT PREF, 3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
GRAVITY SANITARY SEWER	10FT PREF, 6FT MIN, 3FT MIN IF WATER MAIN IS 6IN ABOVE GRAVITY SANITARY SEWER	12IN PREF, 6IN MIN	12IN MIN	6FT MIN
SANITARY SEWER FORCE MAIN	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
SEWAGE TREATMENT & DISPOSAL SYSTEM	10FT MIN	NONE	NONE	NONE

NOTES:

1. ALL PRESSURE MAINS ARE TO BE LOCATED 3' BELOW GRADE UNLESS OTHERWISE NOTED.
2. ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM.
3. ALL UTILITY MAINS SHALL BE INSTALLED TO MEET THE MINIMUM SEPARATION REQUIREMENTS PER FDEP.
4. ALL DISTURBED AREAS WITHIN FDOT ROW SHALL BE RESTORED TO PRE-DEVELOPMENT CONDITIONS OR BETTER AND SODDED.
5. CONTRACTOR SHALL FIELD LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF EXISTING CONDITIONS DIFFER FROM PLANS.
6. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE PROVIDER AND RELOCATED AS NECESSARY.
7. ⚠1 ALL CONSTRUCTION WITHIN FDOT RIGHT OF WAY SHALL CONFORM TO THE LATEST ADDITION OF THE FDOT STANDARD PLANS, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.
8. ALL STRIPING AND PAVEMENT MARKERS WITHIN POLK COUNTY AND FDOT RIGHT OF WAY SHALL BE PER FDOT STANDARD PLAN INDEX 706- AND 711-. STRIPING SHALL BE LEAD-FREE THERMOPLASTIC.
9. ALL MAINTENANCE OF TRAFFIC SHALL ADHERE TO THE REQUIREMENTS OF THE FDOT STANDARD PLAN 102- INDEXES.
10. PRIOR TO THE COMMENCEMENT OF WORK IN THE FDOT R.O.W., CONTRACTOR SHALL PROVIDE PROOF OF COVERAGE UNDER AN INSURANCE LIABILITY POLICY IN ACCORDANCE WITH F.A.C. 14-96.007(5).

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

OFFSITE IMPROVEMENTS PLAN

REVISIONS			
DATE	NO.	DETAIL	
06/16/23	⚠1	REVISED PER COMMENTS	

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE

30' 0 15' 30' 60'

FEET

1 Inch = 30 Ft.

SHEET #:

C9.0

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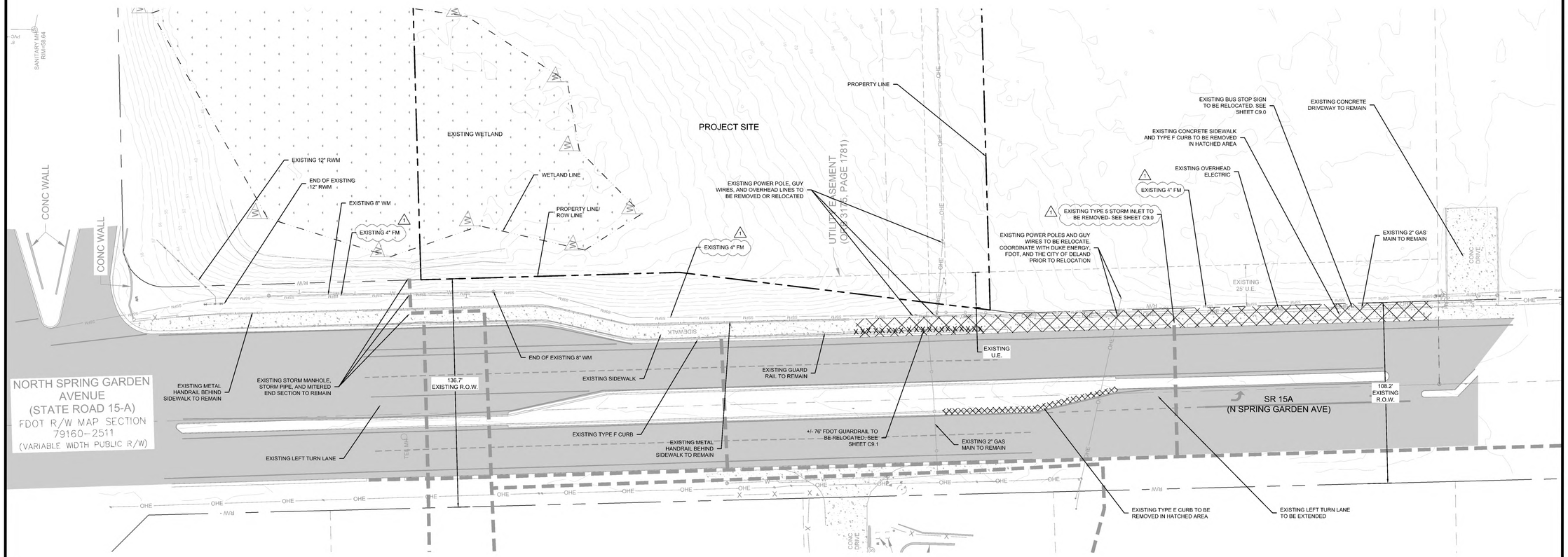

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EVANS ENGINEERING, INC.

CERTIFICATE OF
AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

OFFSITE EXISTING CONDITIONS/DEMO PLAN

REVISIONS

NO.	DETAIL	DATE
⚠1	REVISED PER COMMENTS	06/16/23

DRAWN BY: FE	DATE: 03/06/23
CHECKED BY: DE	JOB #: 37501

GRAPHIC SCALE
30' 0 15' 30' 60'
FEET
1 Inch = 30 Ft.

SHEET #:
C9.1

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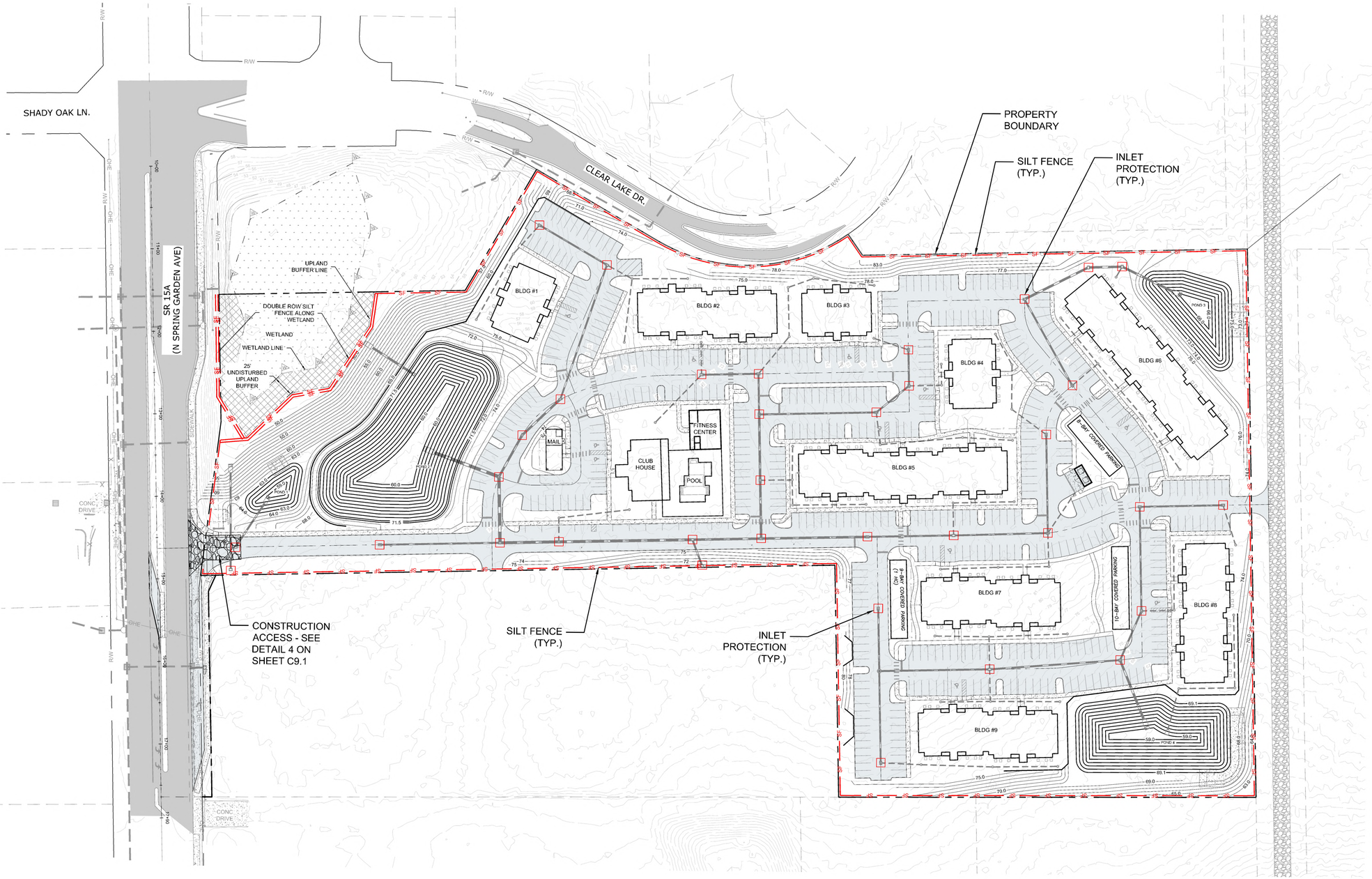
C:\37501 - Hollander Deland\37501 03 - OFFSITE EXISTING CONDITIONS PLAN.dwg (01) Plotted on: Jul 31, 2023 - 3:31pm by tbake



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CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

SWPPP PLAN

REVISIONS			
DATE	NO.	DETAIL	
06/16/23	1	REVISED PER COMMENTS	

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

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G:\37501 - Hillsboro Oaks\37501 10.0-10.1-SWPPP PLAN.dwg (01) Plotted on: Jul 11, 2023 - 3:51pm by rose

GENERAL

THE CONTRACTORS SHALL IMPLEMENT THE REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE CIVIL DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO UNDERTAKE ADDITIONAL MEASURES AS REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS.

CONSTRUCTION SEQUENCE:

1. FLAG ALL WORK LIMITS.
2. NOTIFY SEDIMENT CONTROL INSPECTOR 24 HOURS PRIOR TO START OF CONSTRUCTION.
3. IDENTIFY ALL EXISTING VEGETATION TO BE SAVED.
4. INSTALL CONSTRUCTION ENTRANCE TO PREVENT TRACKING AND SILTING OF MUD INTO PUBLIC ROADWAYS.
5. INSTALL STORM DRAINAGE INLET PROTECTION ON EXISTING INLETS.
6. INSTALL PERIMETER RUNOFF CONTROLS; NOTIFY SEDIMENT INSPECTOR AND OBTAIN APPROVAL BEFORE PROCEEDING FURTHER.
7. PERFORM CLEARING AND GRADING REQUIRED.
8. COMPLETE ALL NECESSARY STOCKPILING, SITE CLEARING/REMOVALS, AND GRADING.
9. COMPLETE PARKING BASE, BUILDING FOUNDATION, AND REMOVE, RELOCATE, INSTALL SITE UTILITIES.
10. INSTALL STORM DRAINAGE INLET PROTECTION ON NEW INLETS.
11. WEATHER IN BUILDING.
12. COMPLETE PARKING LOT CONSTRUCTION.
13. COMPLETE FINAL GRADING, STABILIZATION, AND LANDSCAPING.
14. NOTIFY SEDIMENT CONTROL INSPECTOR AND OBTAIN APPROVAL TO REMOVE SEDIMENT AND EROSION CONTROL.

CONTROLS

THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN OFF. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROL MEASURES AND TO ENSURE THAT THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED, AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION CONTROLS AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR.

EROSION AND SEDIMENT CONTROLS STABILIZATION PRACTICES

1. FILTER FABRIC BARRIERS: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET EROSION WITH THE FOLLOWING LIMITATIONS:
   A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 3:1.
   B. IN MINOR SWALES WHERE THE MAXIMUM CONTRIBUTION DRAINAGE AREA IS LESS THAN 2 ACRES.

2. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUN-OFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER SYSTEM.

3. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUN-OFF UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.

4. UNLESS SPECIFIED, SILT FENCES MAY BE USED IN LIEU OF SYNTHETIC BARRIERS.

5. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE REWORKED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.

6. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.

7. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED TO ASSURE OPTIMUM GROWING CONDITIONS.

8. TEMPORARY RE-GRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT OBTAINED A MINIMUM OF 75 PERCENT GOOD GRASS GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEEDS APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.

9. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

10. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFF-SITE FACILITIES.

11. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED AND MULCHED OR SODDED.

12. AIR POLLUTION: THE BURNING OF BRUSH OR SLASH SHALL ADHERE TO STATE AND LOCAL REGULATIONS. FIRE PREVENTION MEASURES SHALL BE TAKEN TO PREVENT THE START OR SPREADING OF WILDFIRES THAT MAY RESULT FROM PROJECT ACTIVITIES. ALL DUST CONTROL METHODS SHALL ENSURE SAFE CONSTRUCTION OPERATIONS AT ALL TIMES.

STRUCTURAL CONTROLS

1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT TRAPPING FACILITY.

2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP IS USUALLY INSTALLED IN A DRAINAGE WAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA.

3. SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,600 CUBIC FEET OF STORAGE AREA PER ACRE OF DISTURBED AREA. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACK-FILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.

OTHER CONTROLS

WASTE MATERIALS - DISPOSAL

ALL WASTE MATERIALS EXCEPT LAND CLEARANCE DEBRIS SHALL BE COLLECTED AND STORED IN A SECURE LIDDED METAL DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT.

HAZARDOUS WASTE - DISPOSAL

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

SANITARY WASTE - DISPOSAL

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

OFF-SITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT, OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.

EQUIPMENT PLACEMENT

THE CONTRACTOR WILL USE BEST MANAGEMENT PRACTICES TO DETERMINE THE LOCATIONS OF EQUIPMENT TO BE LEFT ON-SITE.

SPILL PREVENTION

THE FOLLOWING PRACTICES WILL BE FOLLOWED BY THE CONTRACTOR TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF SUBSTANCES TO STORM WATER RUN-OFF.

THE FOLLOWING PRACTICES WILL BE FOLLOWED ON-SITE DURING THE CONSTRUCTION PROJECT.

1. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.
2. ALL MATERIALS STORED ON-SITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR ORIGINAL CONTAINERS.
3. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
4. MANUFACTURER'S RECOMMENDATION FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
5. THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ON-SITE RECEIVE PROPER USE AND DISPOSAL.
6. ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED.
7. IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.

IN ADDITION TO THE SPILL PREVENTION PRACTICES LISTED THE FOLLOWING WILL BE FOLLOWED FOR SPILL CONTROL:

1. MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEAN-UP WILL BE CLEARLY POSTED ON-SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE CLEAN-UP SUPPLIES.

2. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEAN-UP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO: BROOMS, DUST PANS, MOPS, RAGS, CLOVES, GOGGLES, LIQUID ABSORBENT, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

3. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.

4. THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

5. SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.

6. THE SITE SUPERINTENDENT WILL BE THE SPILL PREVENTION AND CLEAN-UP COORDINATOR. AT LEAST ONE OTHER SITE PERSONNEL WILL RECEIVE SPILL PREVENTION AND CLEAN-UP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE AND PREVENTION OF CLEAN-UP. THE NAMES OF THE RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA IN THE OFFICE TRAILER ON-SITE.

PRODUCT SPECIFIC PRACTICES

THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ON-SITE:

1. PETROLEUM PRODUCTS

ALL ON-SITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY SUBSTANCES USED ON-SITE WILL BE APPLIED ACCORDING TO THE MANUFACTURE'S RECOMMENDATIONS.

2. FERTILIZERS

FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. FERTILIZERS WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

3. PAINTS

ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO STATE AND LOCAL REGULATIONS.

4. CONCRETE TRUCKS

CONTRACTOR WILL BE RESPONSIBLE FOR DETERMINING AREA FOR CONCRETE TRUCK WASH OUT. CONCRETE TRUCKS THAT WASH OUT ON-SITE MUST WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER INTO A DESIGNATED SEDIMENT BASIN ON SITE PRIOR TO DISCHARGE INTO STORM WATER MANAGEMENT AREAS. CONTRACTOR WILL BE RESPONSIBLE FOR MEETING STATE AND LOCAL REQUIREMENTS.

MAINTENANCE / INSPECTION PROCEDURES

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

1. ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCH OR GREATER.
2. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER: IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
3. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAD REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
4. SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT AND TEARS TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
5. THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED.
6. DIKES AND SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
7. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS.
8. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM SHALL BE COMPLETED BY THE INSPECTOR. THE REPORTS WILL BE KEPT ON-SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER, OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
9. THE SITE SUPERINTENDENT WILL BE RESPONSIBLE FOR MANAGING THE INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.

NON-STORM WATER

IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

1. WATER FROM WATER LINE FLUSHING
2. PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).
3. UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION)

ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM
STRUCTURAL CONTROLS

INSPECTOR:______________________ DATE:______________

EARTH DIKES / SWALES

DIKE OR SWALE	FROM	TO	IS DIKE / SWALE STABILIZED?	IS THERE EVIDENCE OF WASHOUT OR OVERTOPPING?

MAINTENANCE REQUIRED FOR EARTH DIKE / SWALE:

TO BE PERFORMED BY______________________ ON OR BEFORE:____________

CATCH BASIN / CURB INLET / OUTFALL TURBIDITY CONTROLS

STRUCTURE/ OUTFALL	ARE TURBIDITY CONTROLS IN PLACE?	ANY EVIDENCE OF CLOGGING/WASHOUT OR BYPASSING?	ARE TURBIDITY CONTROLS IN NEED OR REPLACING?	DOES SILT NEED TO BE REMOVED FROM AROUND CONTROLS?

MAINTENANCE REQUIRED FOR CATCH BASIN / CURB INLET / OUTFALL TURBIDITY CONTROLS:

TO BE PERFORMED BY______________________ ON OR BEFORE:____________

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM
SEDIMENT BASIN

DEPTH OF SEDIMENT IN BASIN	DEPTH OF SEDIMENT SIDE BASIN	ANY EVIDENCE OF OVERTOPPING OF THE EMBARKMENT? (YES/NO)	CONDITION OF OUTFALL FROM SEDIMENT BASIN

MAINTENANCE REQUIRED FOR SEDIMENT BASIN:

TO BE PERFORMED BY______________________ ON OR BEFORE:____________

OTHER CONTROLS

STABILIZED CONSTRUCTION ENTRANCE

DOES MUCH SEDIMENT GET TRACKED ON TO THE ROAD?	IS THE GRAVEL CLEAN OR IS IT FILLED WITH SEDIMENT?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO LEAVE THIS SITE?	IS THE CULVERT BENEATH THE ENTRANCE WORKING? (IF APPLICABLE)

MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE:

TO BE PERFORMED BY______________________ ON OR BEFORE:____________

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM
TO BE COMPLETED EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 0.5 INCHES OR GREATER

INSPECTOR:______________________ DATE:______________

INSPECTOR'S QUALIFICATIONS:

DAYS SINCE LAST RAINFALL: ____________ AMOUNT OF LAST RAINFALL:_________ INCHES

STABILIZATION MEASURES

INSPECTION AREA (LOCATION)	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED? YES / NO	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED:

TO BE PERFORMED BY______________________ ON OR BEFORE:____________

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGN TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

_____________________________ NAME (OPERATOR AND/OR RESPONSIBLE AUTHORITY) __________ DATE

CONTRACTOR CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH THE, TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORM WATER POLLUTION PREVENTION PLAN THEREUNDER."

NAME AND TITLE	COMPANY NAME, ADDRESS AND PHONE NUMBER	DATE
GENERAL CONTRACTOR		
SUBCONTRACTOR		
SUBCONTRACTOR		
SUBCONTRACTOR		

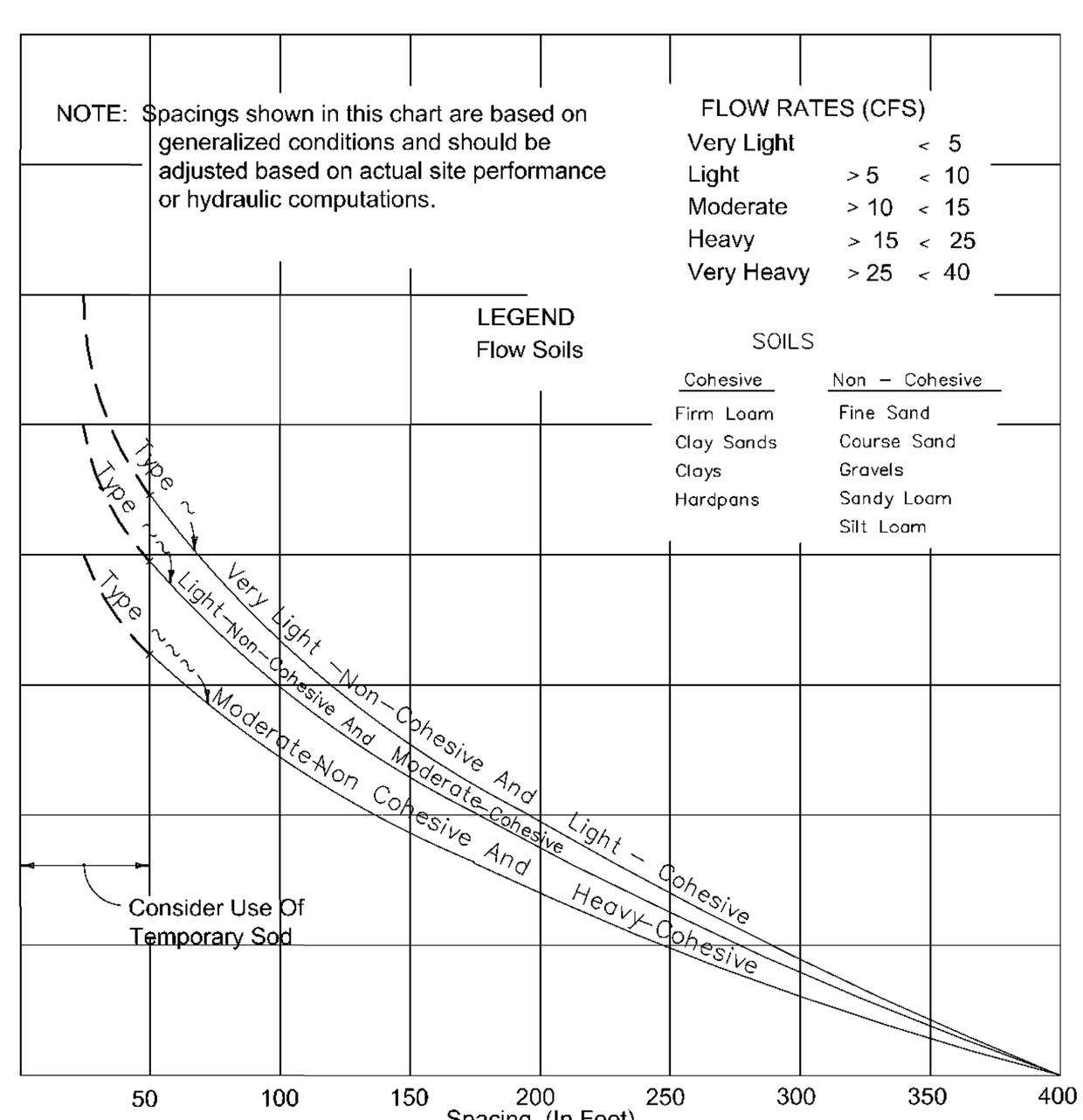
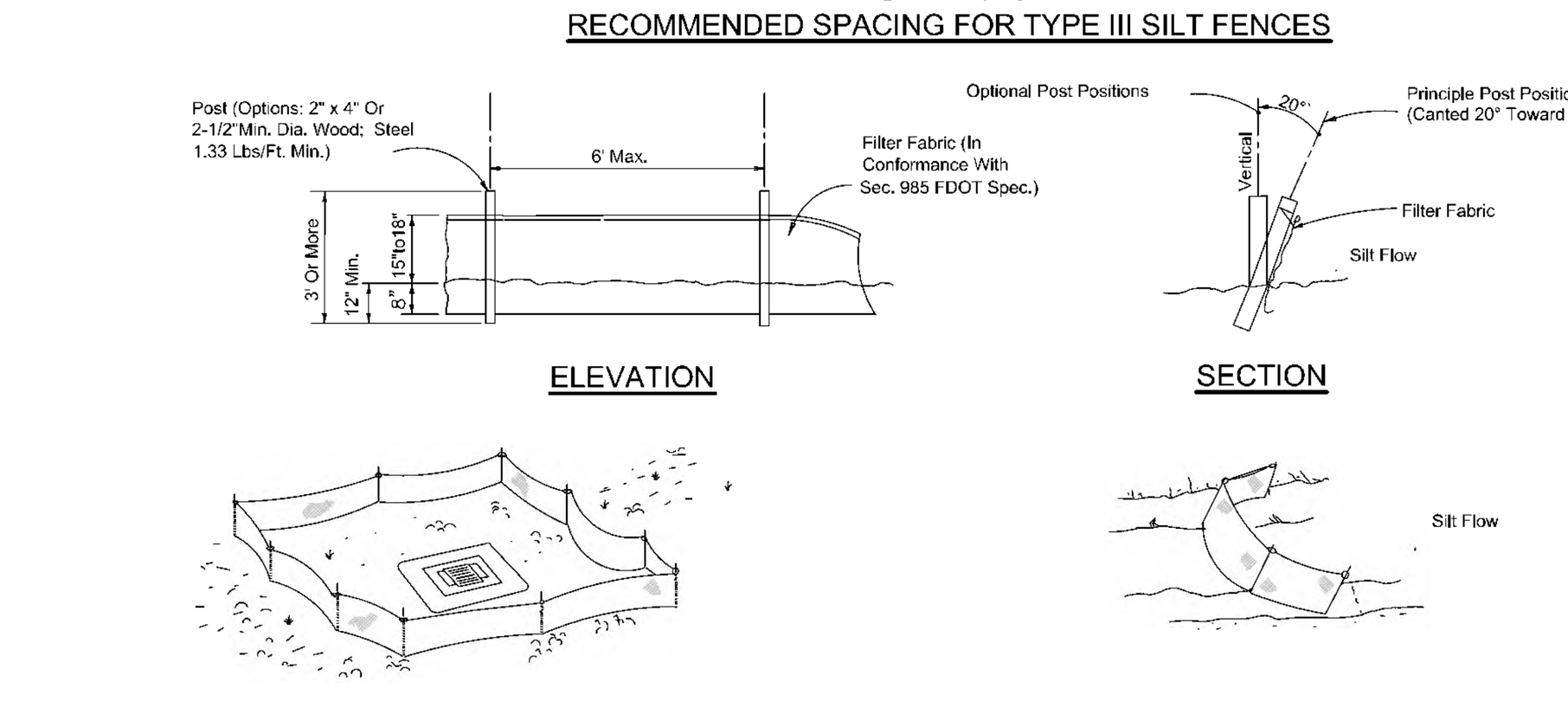
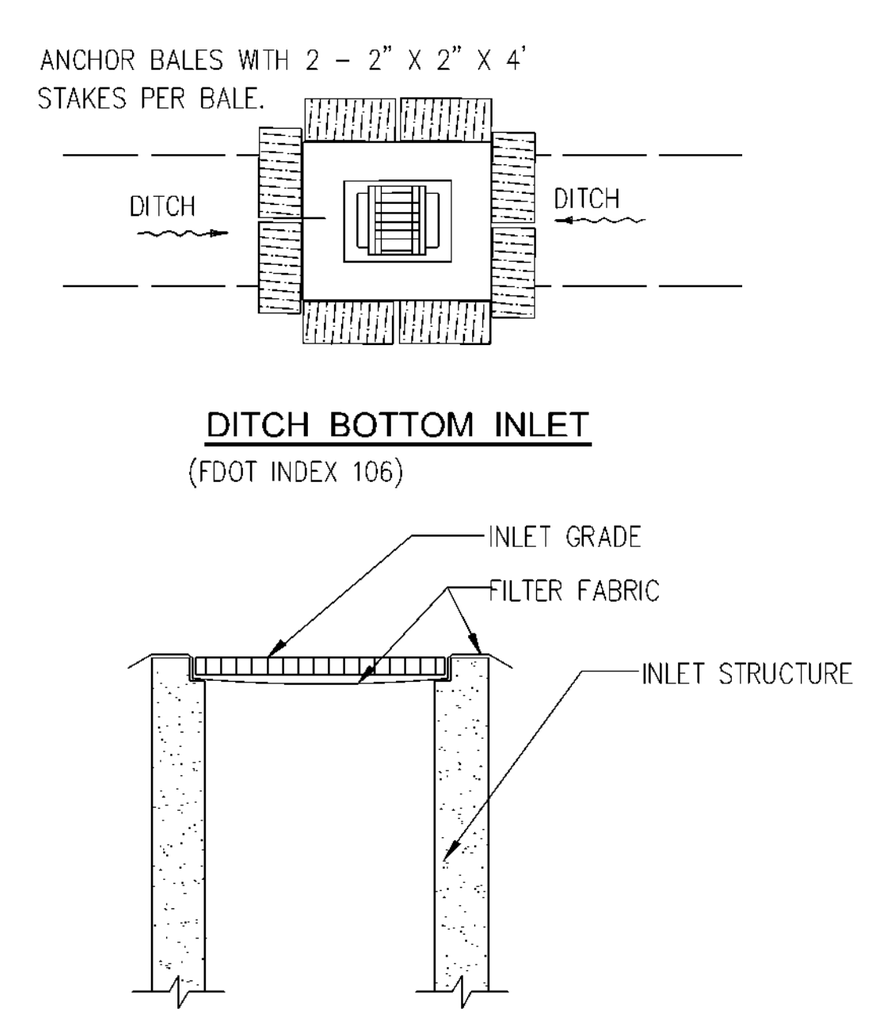


CHART I
RECOMMENDED SPACING FOR TYPE III SILT FENCES

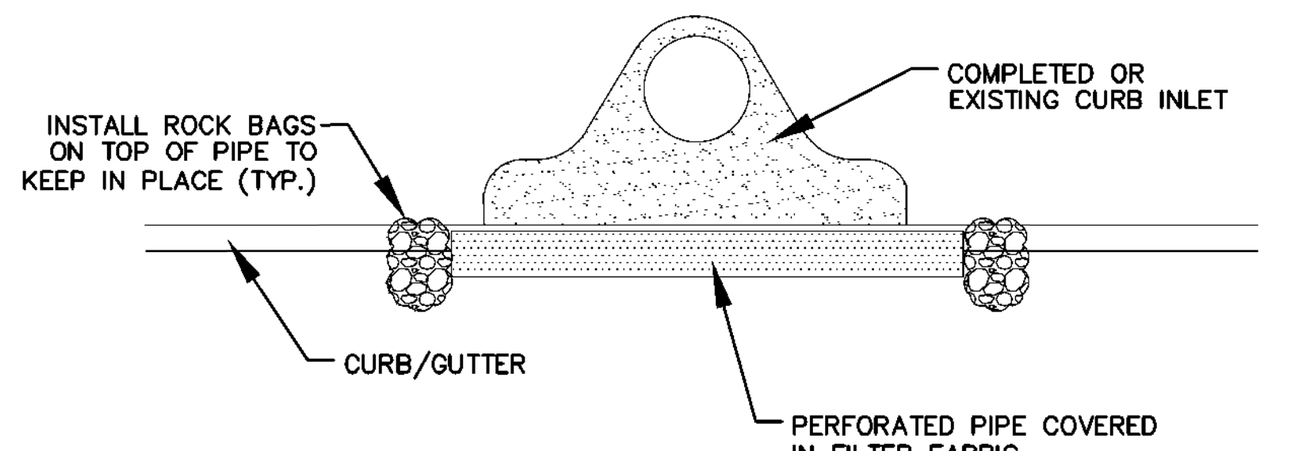


NOTE:
1. DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
2. SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART I ABOVE AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES.
3. SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

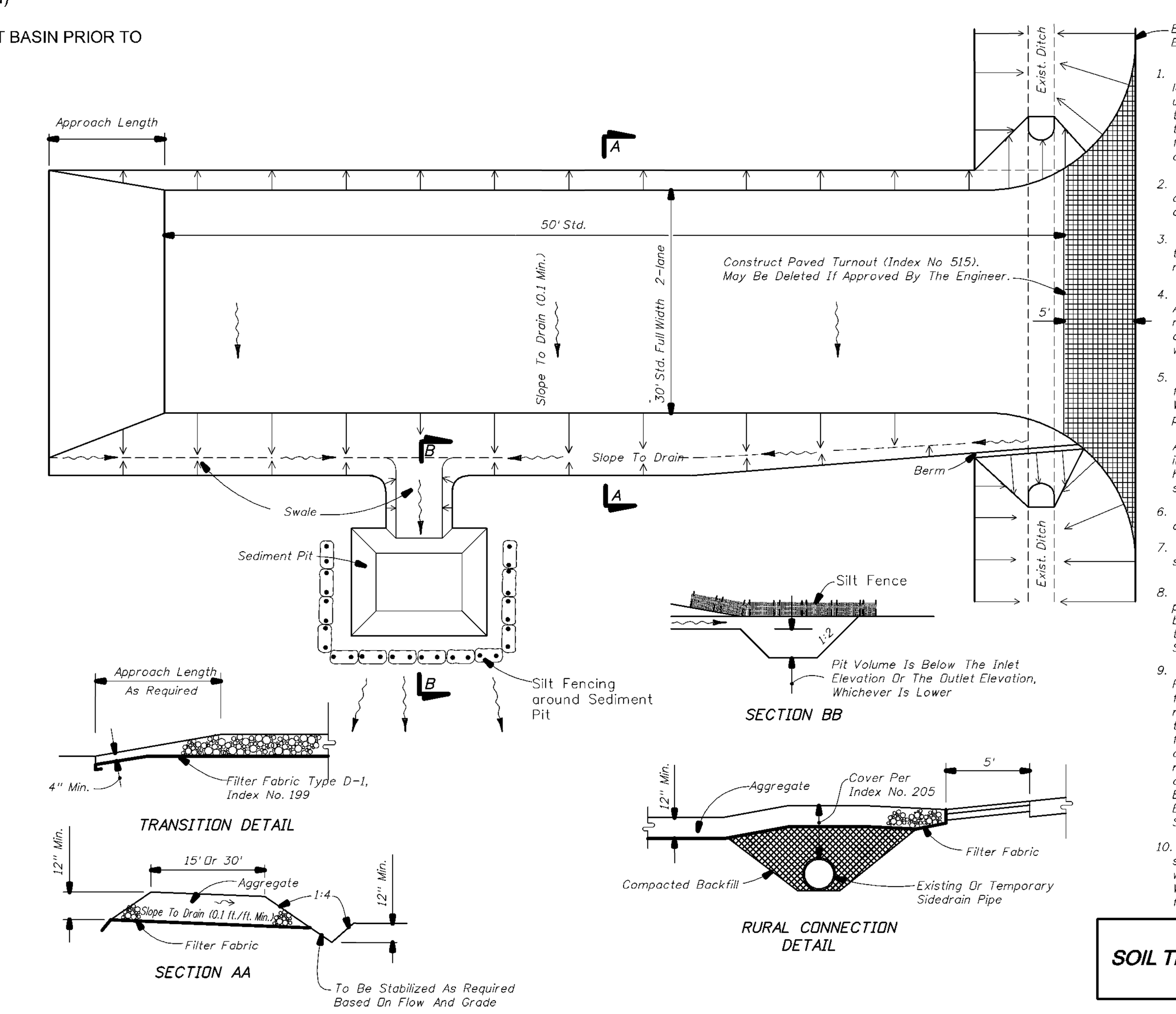
1 TYPE III SILT FENCE
NOT TO SCALE



2 INLET PROTECTION
NOT TO SCALE



3 POLLUTION PREVENTION BARRIER FOR STORM CURB INLETS
NOT TO SCALE



GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.

2. The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.

3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.

4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.

5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
15' x 50'=100 ft.³ 30' x 50'=200 ft.³
As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, synthetic bales or silt fence shall be placed along the entire length.

6. The swale ditch draining the STPD shall have a 0.02% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.

7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.

8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.

9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD; including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Synthetic Bale or Bale Type Barrier shall be paid for under the contract unit price for Synthetic Bales, LF. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.

10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and existing vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

SOIL TRACKING PREVENTION DEVICE TYPE A	Last Revision 07/01/07	Sheet No. 1 of 1	Index No. 106

4 ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:_______________

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POINTE GRAND APARTMENTS
DELAND, FLORIDA
SWPPP NOTES AND DETAILS

REVISIONS

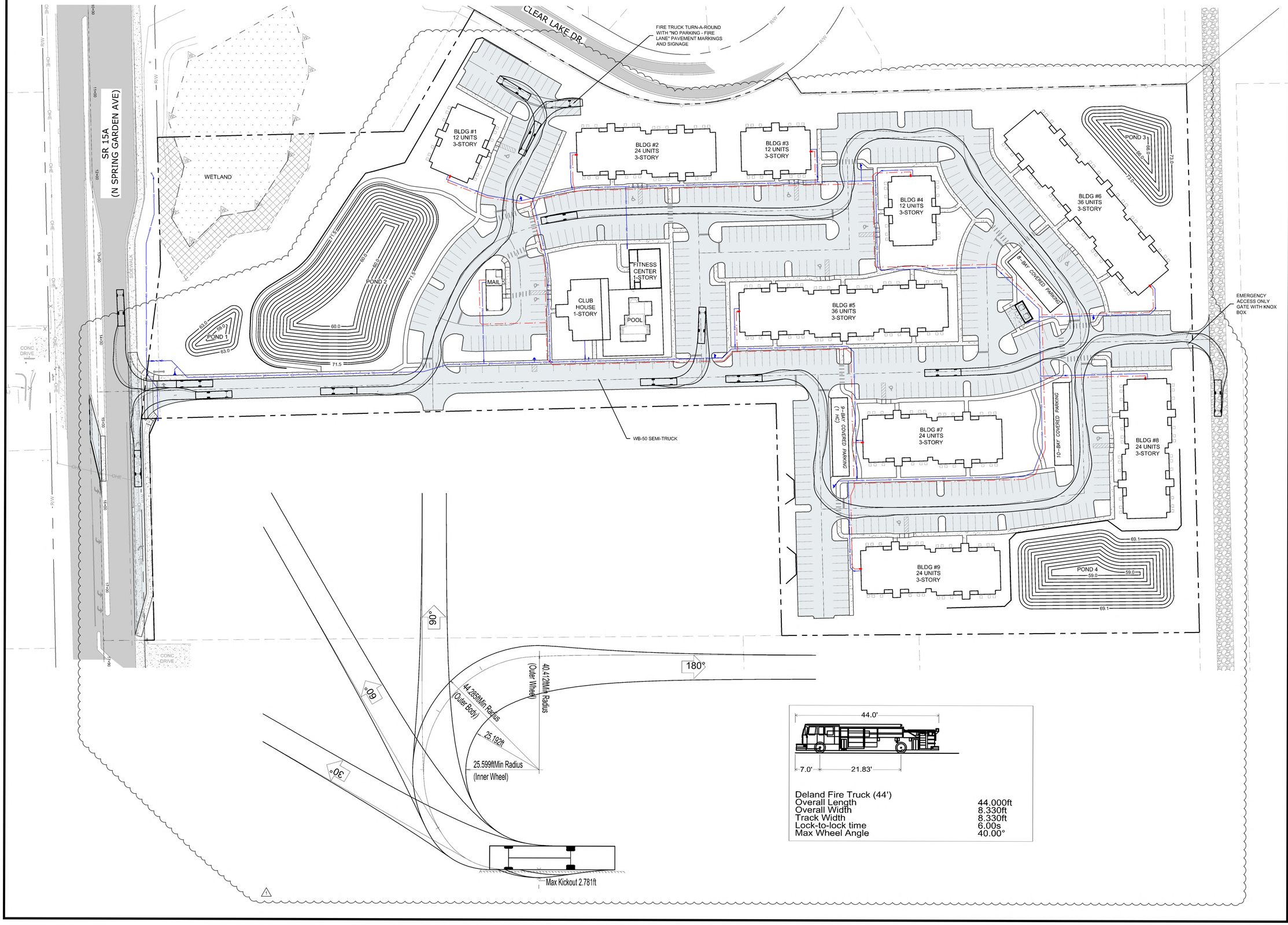
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY: FE	DATE: 03/06/23
CHECKED BY: DE	JOB #: 37501

GRAPHIC SCALE
40' 0 20' 40' 80'
FEET
1 Inch = 40 Ft.

SHEET #: C10.1

G:\37501 - Hillpointe Deland\37501 10.0-10.1-SWPPP PLAN.dwg (02) Plotted on: Jul 31, 2023 - 3:31pm by tfabe



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EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

VEHICULAR CIRCULATION PLAN

REVISIONS

NO.	DATE	DETAIL
1	06/16/23	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE
50' 0 25' 50' 100'
FEET
1 Inch = 50 Ft.

SHEET #:
C11.0

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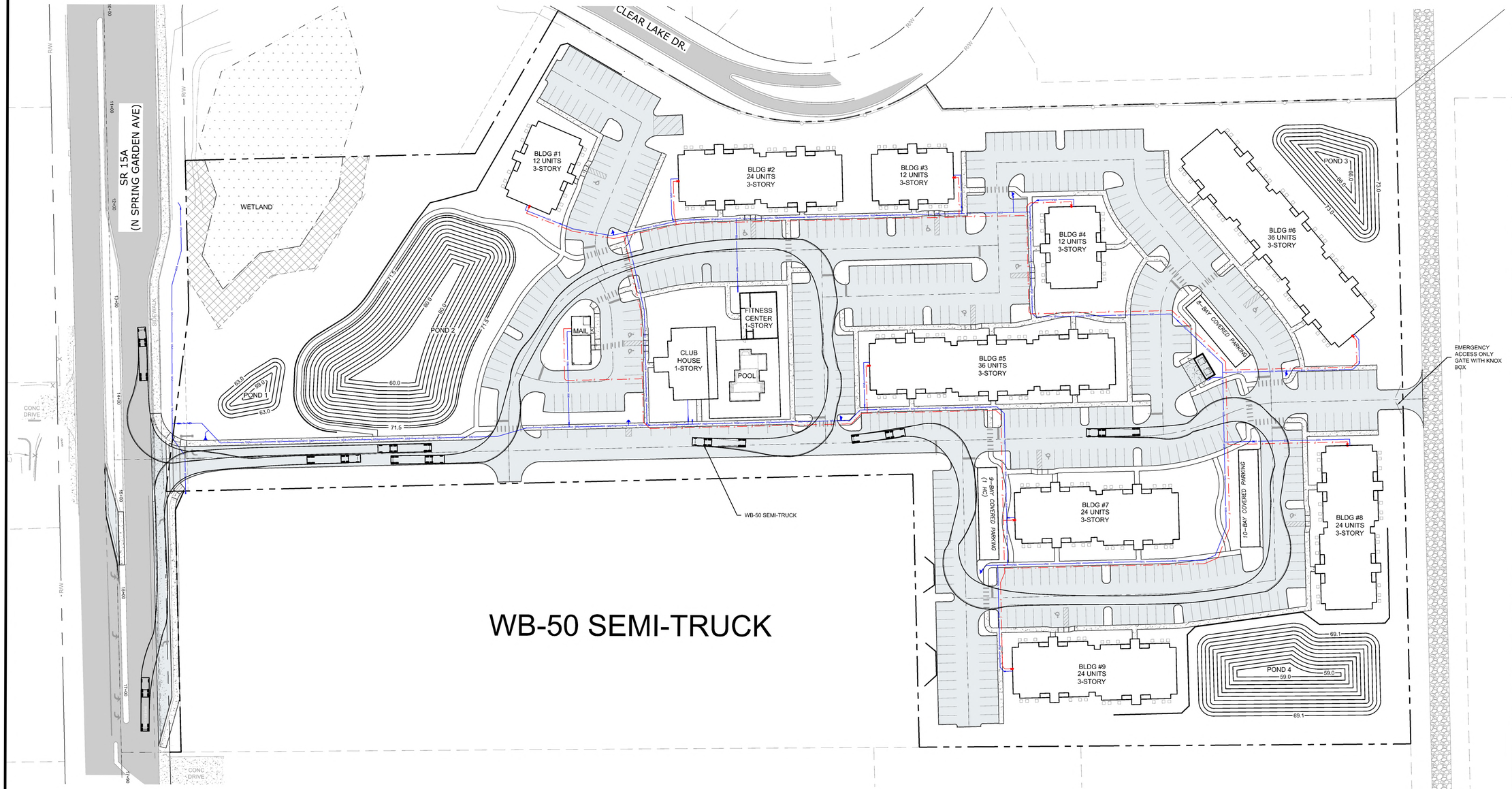
G:\37501 - Hillpointe Deland\37501 11.0-VEHICULAR CIRCULATION PLAN.dwg (01) Plotted on Jul 31, 2023 - 3:32pm by tlabe



WB-50 SEMI-TRUCK

EVANS
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(407) 872-1515
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CERTIFICATE OF AUTHORIZATION NO. 00006788

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CERTIFICATE OF
AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

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POINTE GRAND APARTMENTS

DELAND, FLORIDA

VEHICULAR CIRCULATION PLAN

REVISIONS			
NO.	DATE	DETAIL	
1	06/16/23	REVISED PER COMMENTS	

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

GRAPHIC SCALE

50' 0 25' 50' 100'

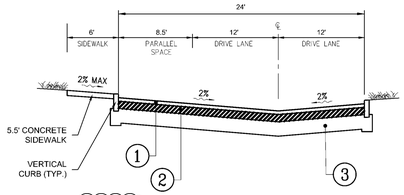
FEET

1 Inch = 50 Ft.

SHEET #:

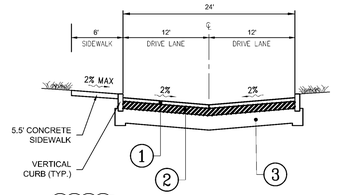
C11.1

G:\37501 - Hillsboro Debra\37501 11.0-VEHICULAR CIRCULATION PLAN.dwg (02) Plotted on: Jul 31, 2023 - 3:33pm by Nisha



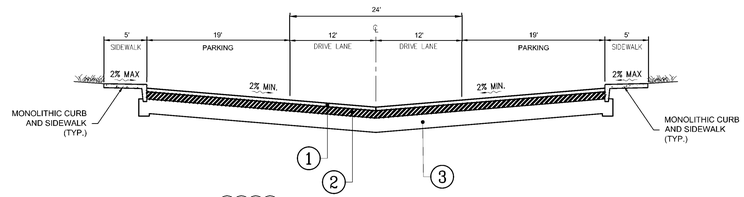
AA — PARALLEL PARKING ROADWAY SECTION

N.T.S.



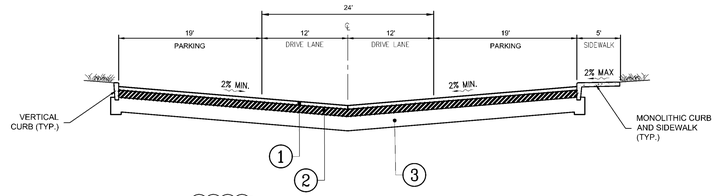
BB — ROADWAY SECTION

N.T.S.



CC — PERPENDICULAR PARKING, BOTH SIDES

N.T.S.



DD — PERPENDICULAR PARKING, BOTH SIDES

N.T.S.

PAVEMENT SPECIFICATIONS

(1) 2" TYPE SP-9.5 ASPHALT IN TWO 1" MIN. LIFTS.

(2) 6" RECYCLED CONCRETE AGGREGATE (RCA) SOURCED FROM AN FDOT APPROVED SUPPLIER AND COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557) VALUE. MINIMUM LBR VALUE OF 150.

OR

6" LIMEROCK COMPLYING WITH THE LATEST EDITION OF THE FDOT ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS AND COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557) VALUE. MINIMUM LBR VALUE OF 100.

(3) 12" STABILIZED SUBGRADE WITH A MINIMUM LBR OF 40 AND COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557) VALUE.

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EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

ROADWAY SECTIONS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #:

C12.0

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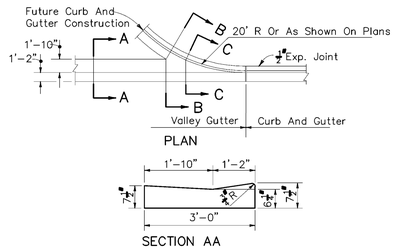
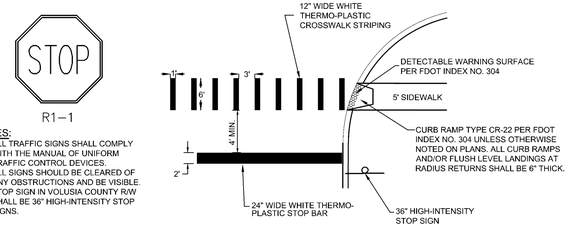
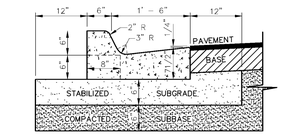
G:\37501 - Pointe at Deland\37501 12.0 ROADWAY SECTIONS.dwg (01) Plotted on: Jul 31, 2023 - 3:32pm By: fbeh



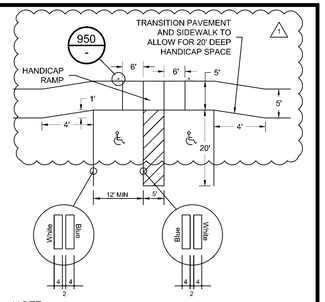
VG — VALLEY GUTTER DETAIL
N.T.S.



ST — CROSSWALK, STOP SIGN, AND STOP BAR DETAIL
N.T.S.

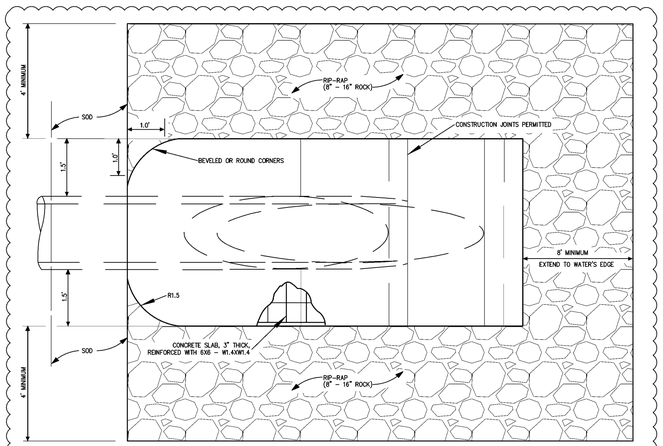


FC — TYPE "F" CURB AND GUTTER
N.T.S.



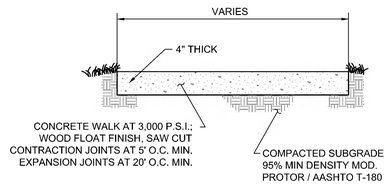
NOTE:
RAMPS RUNS SHALL HAVE A TACTILE SURFACE.

916 — HANDICAP PARKING SPACE
N.T.S.

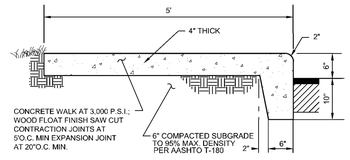


TOP VIEW – SINGLE PIPE

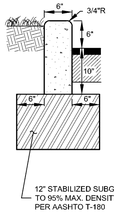
MES — M.E.S. RIP-RAP DETAIL
N.T.S.



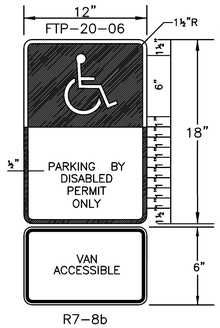
SW1 — CONCRETE SIDEWALK
N.T.S.



SW2 — MONOLITHIC SIDEWALK AND CURB
N.T.S.

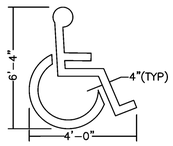


VC — VERITCAL CURB
N.T.S.



NOTE: (HANDICAP SIGN ONLY)

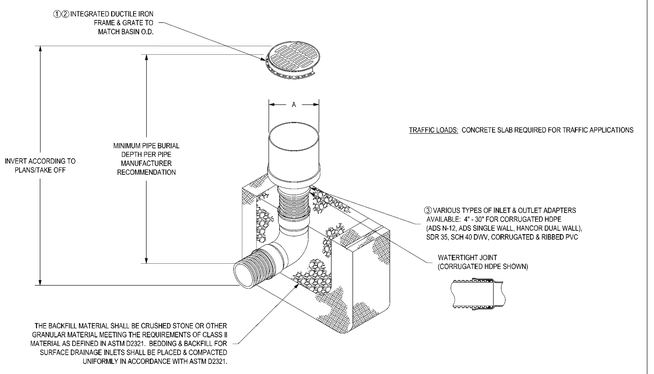
1. TOP PORTION SHALL HAVE A REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 20-06 & R7-8b MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN).



NOTE: PAINT SYMBOL ONTO PAVED SURFACE W/2 COATS OF TRAFFIC BLUE PAINT, MANUF. PER FLA. DEPT. OF TRANSPORTATION SPECS.

950 — HANDICAP STRIPING DETAILS
N.T.S.

NYLOPLAST INLINE DRAIN



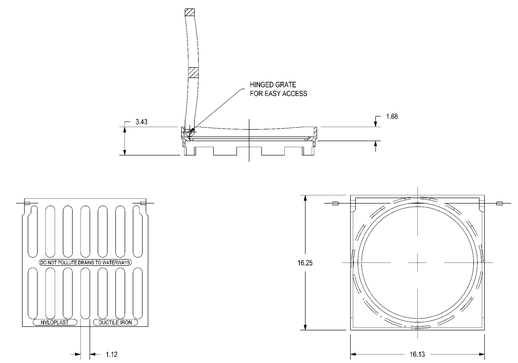
TRAFFIC LOADS: CONCRETE SLAB REQUIRED FOR TRAFFIC APPLICATIONS

1. - 8" - 30" GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05, WITH THE EXCEPTION OF THE 8" - 15" BRONZE GRATES.
2 - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
4 - GRATES SHALL MEET H-10 LOAD RATING FOR 12" - 24" PED
5 - GRATES SHALL MEET H-20 LOAD RATING FOR 30" PED & 12" - 30" STD & SOLID
6 - ALL BRONZE GRATES, DROP IN GRATES, & 8" & 15" PEDISTD GRATES & SOLID COVERS ARE RATED FOR LIGHT DUTY APPLICATIONS ONLY
7 - DOME GRATES HAVE NO LOAD RATING

DRAWN BY EBC	MATERIAL	Nyloplast 3130 VERONA AVE BUFORD, GA 30518 PH# (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com	
DATE 1-23-06			
APPD BY CJA	PROJECT NO./NAME	TITLE INLINE DRAIN WITH STANDARD GRATE QUICK SPEC INSTALLATION DETAIL	
DATE 1-23-06			
DWG SIZE A	SCALE 1:40 SHEET 1 OF 1	DWG NO. 7003-110-022	REV D

1599CGS

APPROX. DRAIN AREA = 92.70 SQ IN
APPROX. WEIGHT WITH FRAME = 59.62 LBS



ALL DIMENSIONS IN INCHES UNLESS NOTED OTHERWISE
GRATE MEETS H-20 LOAD RATING
QUALITY: MATERIALS SHALL CONFORM TO ASTM A536 GRADE 70-50-05
PAINT: CASTINGS ARE FURNISHED WITH A BLACK PAINT
LOCKING DEVICE AVAILABLE UPON REQUEST SEE DRAWING NO. 7001-110-032

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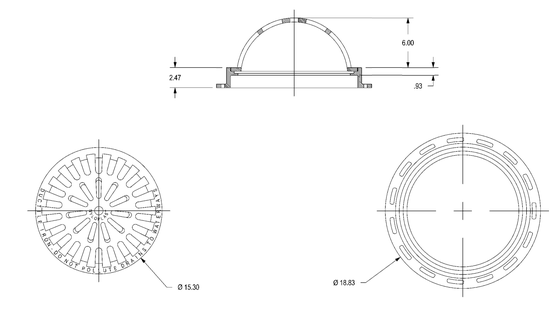
DRAWN BY EBC	MATERIAL	Nyloplast 3130 VERONA AVE BUFORD, GA 30518 PH# (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com	
DATE 3-7-06	DUCTILE IRON		
APPD BY CJA	PROJECT NO./NAME	TITLE 15 IN STANDARD GRATE ASSEMBLY	
DATE 3-7-06			
DWG SIZE A	SCALE 1:8 SHEET 1 OF 1	DWG NO. 7001-110-208	REV B

1599CGD

APPROX. DRAIN AREA = 115.49 SQ IN
APPROX. WEIGHT WITH FRAME = 47.30 LBS



ALL DIMENSIONS IN INCHES UNLESS NOTED OTHERWISE
QUALITY: MATERIAL SHALL CONFORM TO ASTM A536 GRADE 70-50-05
PAINT: CASTINGS ARE FURNISHED WITH A BLACK PAINT
LOCKING DEVICE AVAILABLE UPON REQUEST SEE DRAWING NO. 7001-110-230

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DRAWN BY EBC	MATERIAL	Nyloplast 3130 VERONA AVE BUFORD, GA 30518 PH# (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com	
DATE 3-7-06	DUCTILE IRON		
APPD BY CJA	PROJECT NO./NAME	TITLE 15 IN DOME GRATE ASSEMBLY	
DATE 3-7-06			
DWG SIZE A	SCALE 1:8 SHEET 1 OF 1	DWG NO. 7001-110-211	REV B

NOTE: STANDARD GRADE FOR PAVED AND GRASSED AREAS ONLY, DOME GRATE TO BE USED FOR ALL OTHER APPLICATIONS.

YD — YARD DRAIN DETAILS
N.T.S.

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

PAVING, GRADING, AND DRAINAGE DETAILS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY: FE	DATE: 03/06/23
CHECKED BY: DE	JOB #: 37501

SHEET #: C13.0

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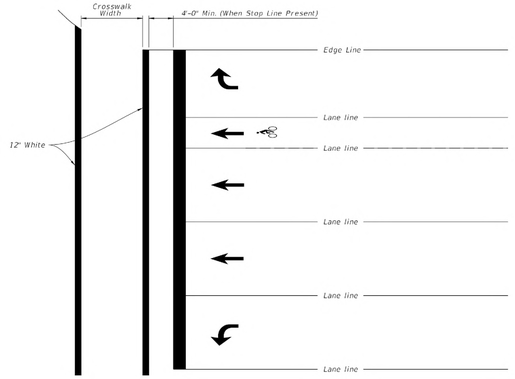
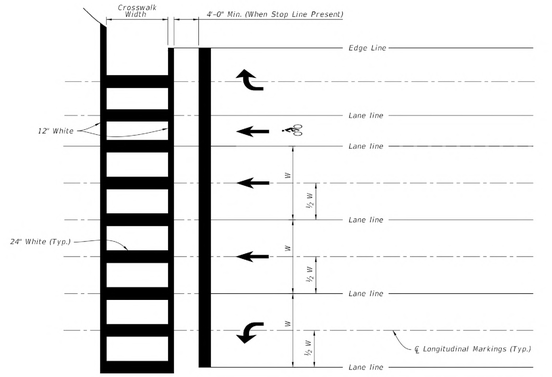


STANDARD CROSSWALK DETAILS

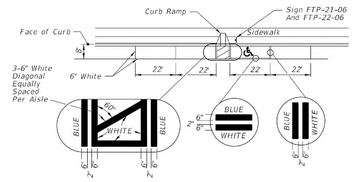


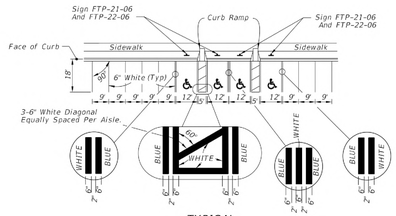
SPECIAL EMPHASIS CROSSWALK DETAILS

NOTES:

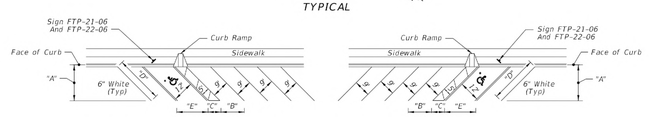
1. For crosswalk width, exceed width of the adjacent sidewalk, but do not make width less than 6' for intersection crosswalks and 10' for midblock crosswalks. Measure width from the inside of the transverse crosswalk markings.
2. When the Special Emphasis Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.
3. Refer to Index 522-002 when Curb Ramps are present.

LAST REVISION	REVISION	DESCRIPTION:	FDOT			INDEX	SHEET
11/01/21			FY 2023-24 STANDARD PLANS	PAVEMENT MARKINGS		711-001	9 of 13





TYPICAL



FORWARD-IN PARKING

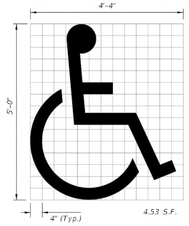
REVERSE-IN PARKING

* FOR ACCESSIBLE MARKINGS - SEE ABOVE

DIMENSIONS					
∠ θ	"A"	"B"	"C"	"D"	"E"
45°	17'-0"	12'-9"	7'-0"	24'-0"	17'-0"

PAVEMENT MARKING FOR PARKING





(See Note 5)

UNIVERSAL SYMBOL OF ACCESSIBILITY

NOTES:

1. Dimensions are to the centerline of markings.
2. An Access Aisle is required for each accessible space when angle parking is used.
3. Criteria for pavement markings only, not public sidewalk curb ramp locations. For ramp locations refer to plans.
4. Mount FTP-22-06 sign below the FTP-21-06 sign.
5. Use of the pavement symbol in accessible parking spaces is optional. When pavement symbol is used, the symbol is either 3'-0" or 5'-0" high and white in color.

LAST REVISION	REVISION	DESCRIPTION:	FDOT			INDEX	SHEET
11/01/21			FY 2023-24 STANDARD PLANS	PAVEMENT MARKINGS		711-001	11 of 13

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DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

PAVING, GRADING, AND DRAINAGE DETAILS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #:

C13.1

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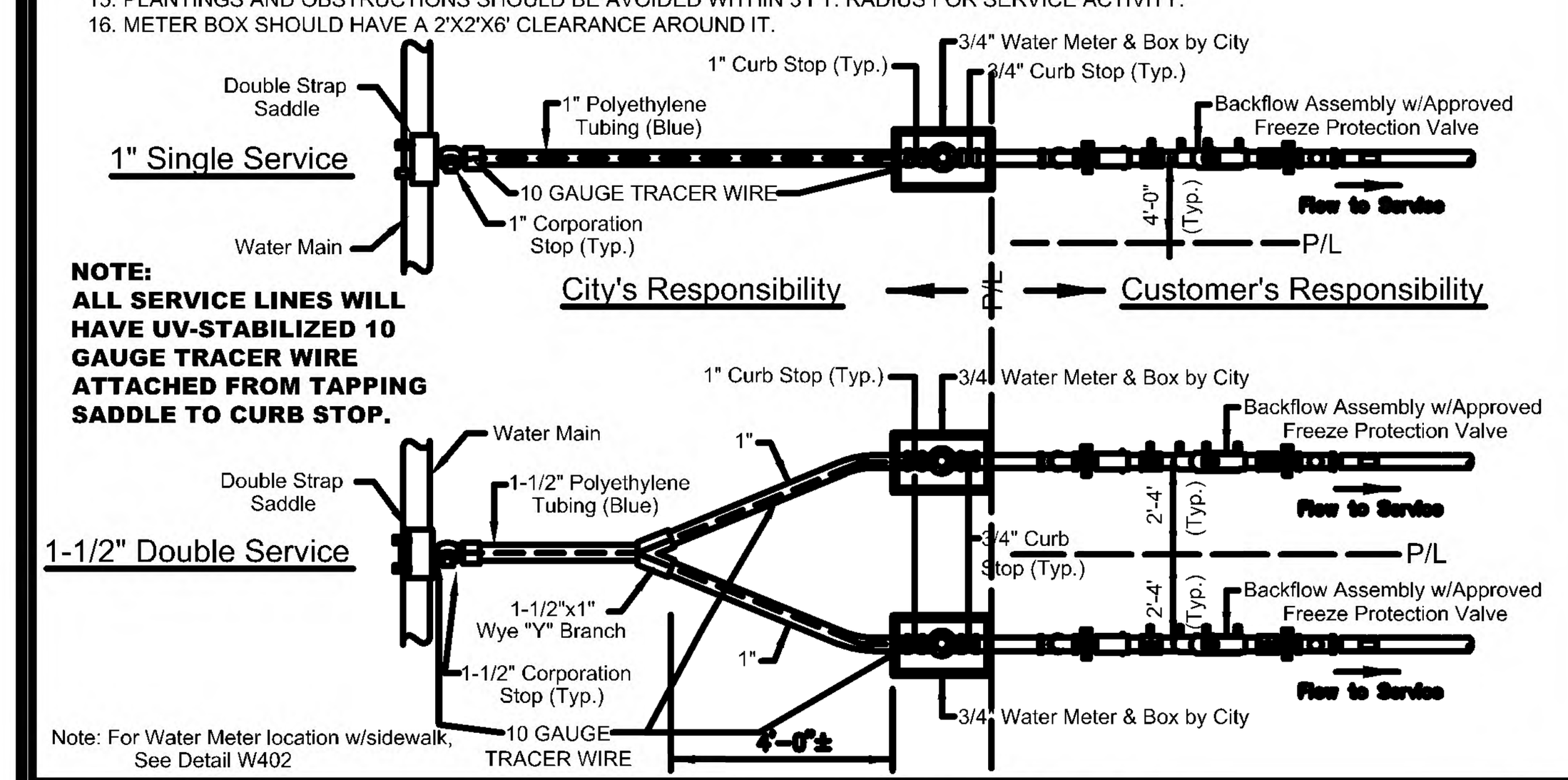
G:\37501 - Pointe Grand\37501 13.0 Paving Grading Drainage Details.dwg (00) Pocket en... Jul 21, 2023 - 3:33pm by tdale

NOTES:
1. WATER MAINS TO BE ON NORTH or EAST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRACO" 40LF000FPV2F.
12. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
15. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
16. METER BOX SHOULD HAVE A 2'X2'X6' CLEARANCE AROUND IT.

NOTE: ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.



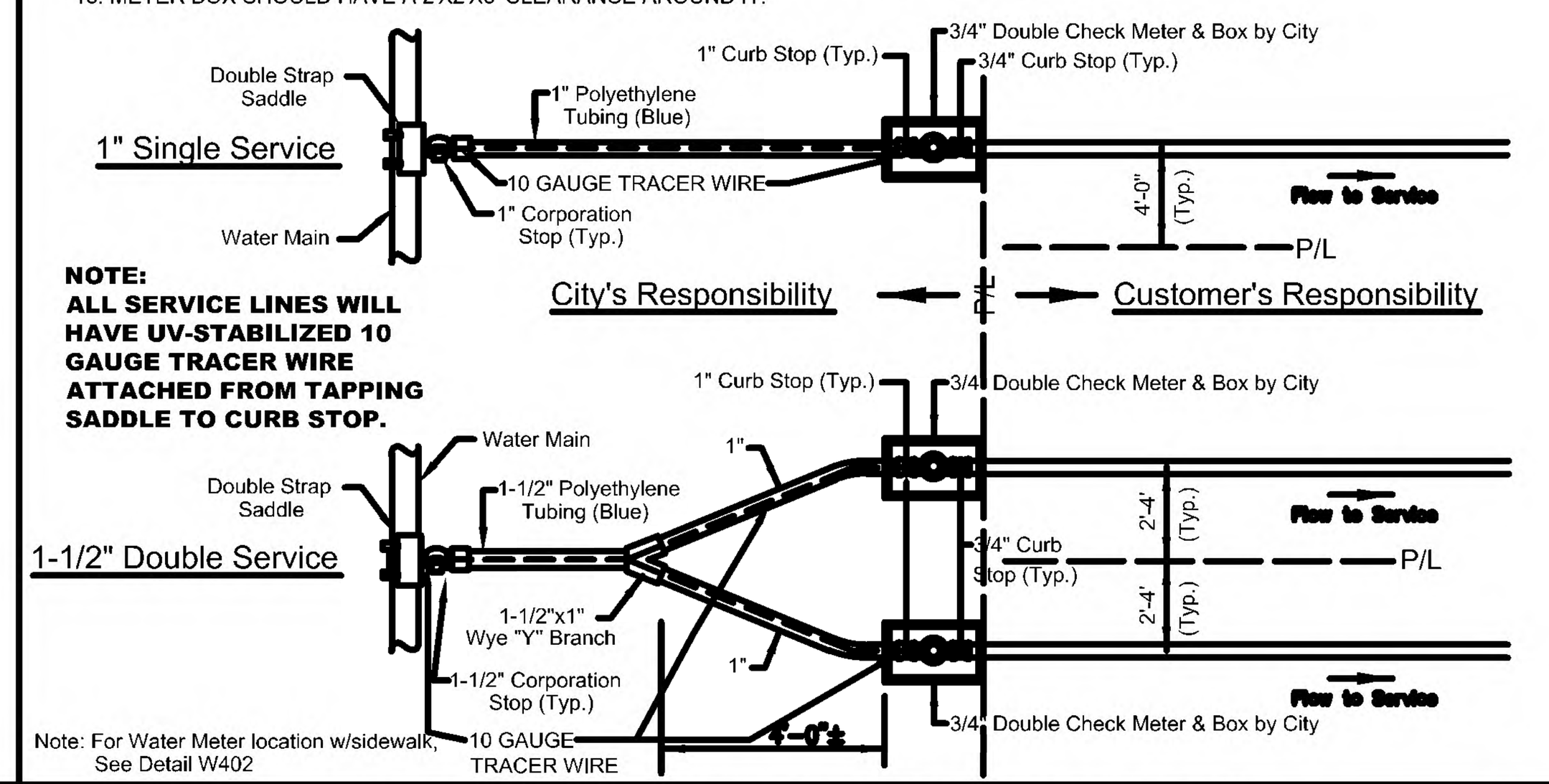
Note: For Water Meter location w/sidewalk, See Detail W402

DATE: 11/07/2022 **WATER MAIN SERVICE CONNECTION (BACKFLOW)** **W401**

City of DeLand - Standard Details

NOTES:
1. WATER MAINS TO BE ON NORTH or EAST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
13. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
14. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
15. METER BOX SHOULD HAVE A 2'X2'X6' CLEARANCE AROUND IT.

NOTE: ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.



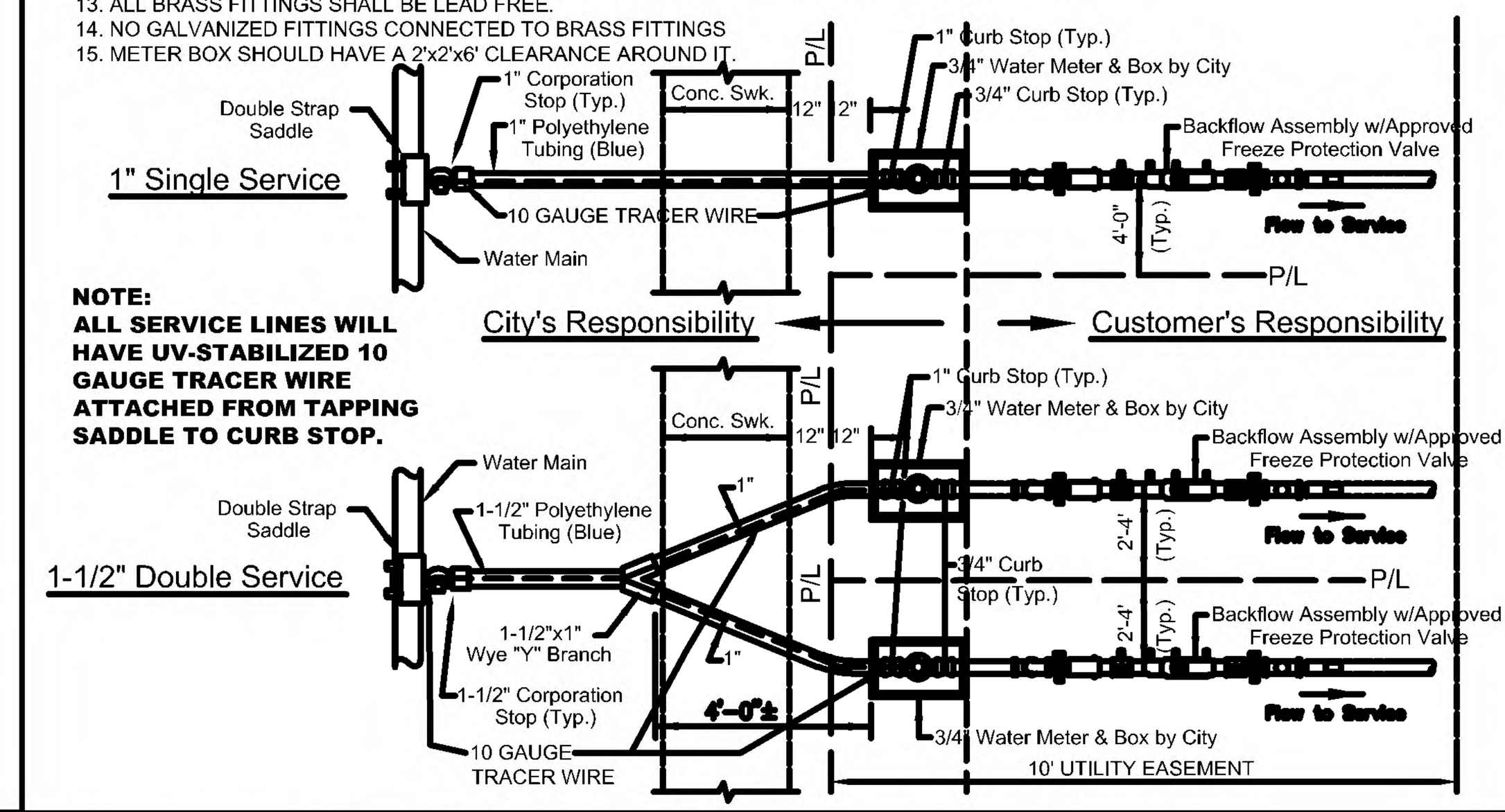
Note: For Water Meter location w/sidewalk, See Detail W402

DATE: 11/07/2022 **WATER MAIN SERVICE CONNECTION (DOUBLE CHECK METER)** **W401A**

City of DeLand - Standard Details

NOTES:
1. WATER MAINS TO BE ON NORTH or EAST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRACO" 40LF000FPV2F.
12. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS
15. METER BOX SHOULD HAVE A 2'x2'x6' CLEARANCE AROUND IT.

NOTE: ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

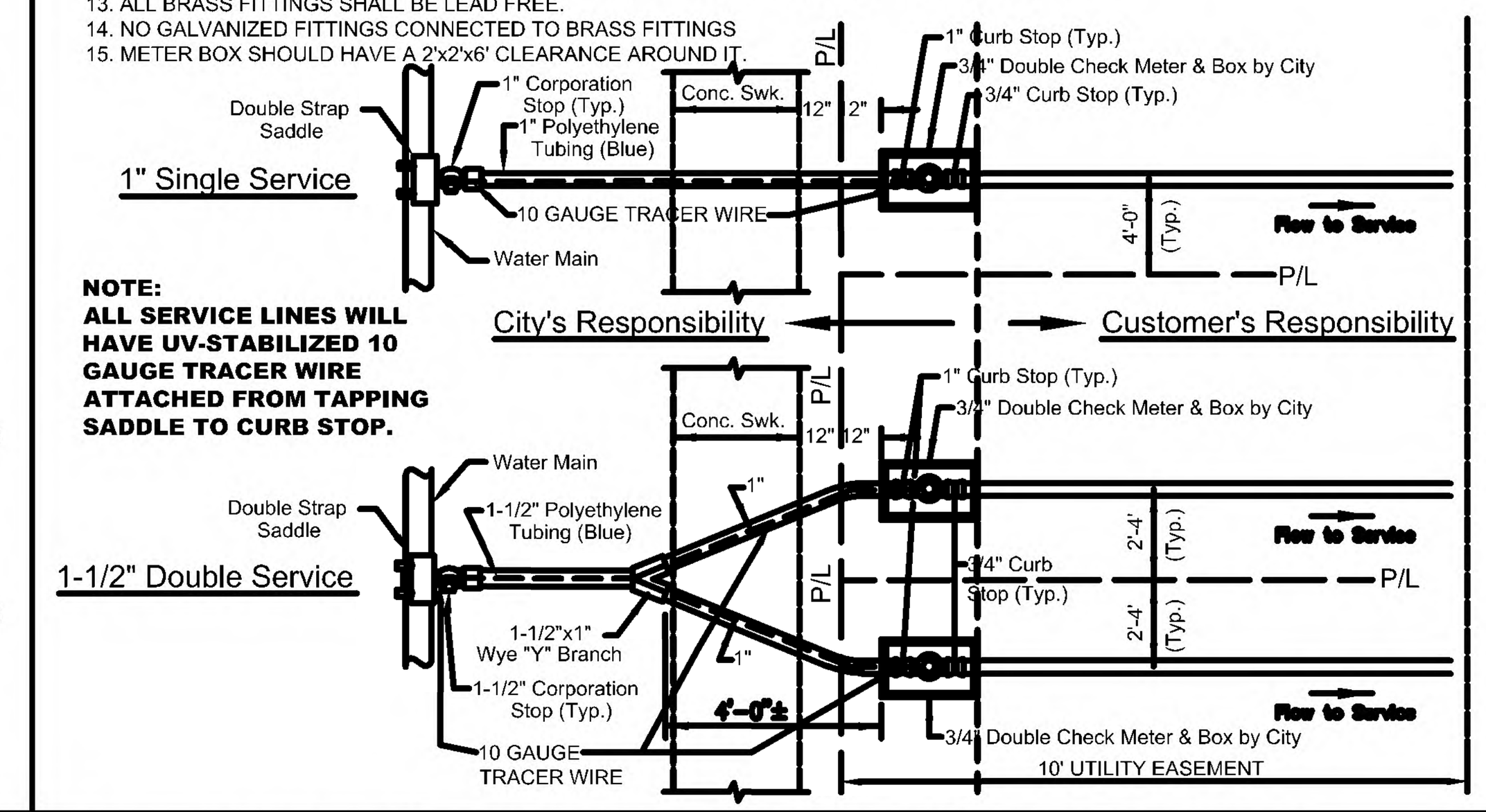


DATE: 11/07/2022 **WATER MAIN SERVICE CONNECTION WITH SIDEWALK (BACKFLOW)** **W402**

City of DeLand - Standard Details

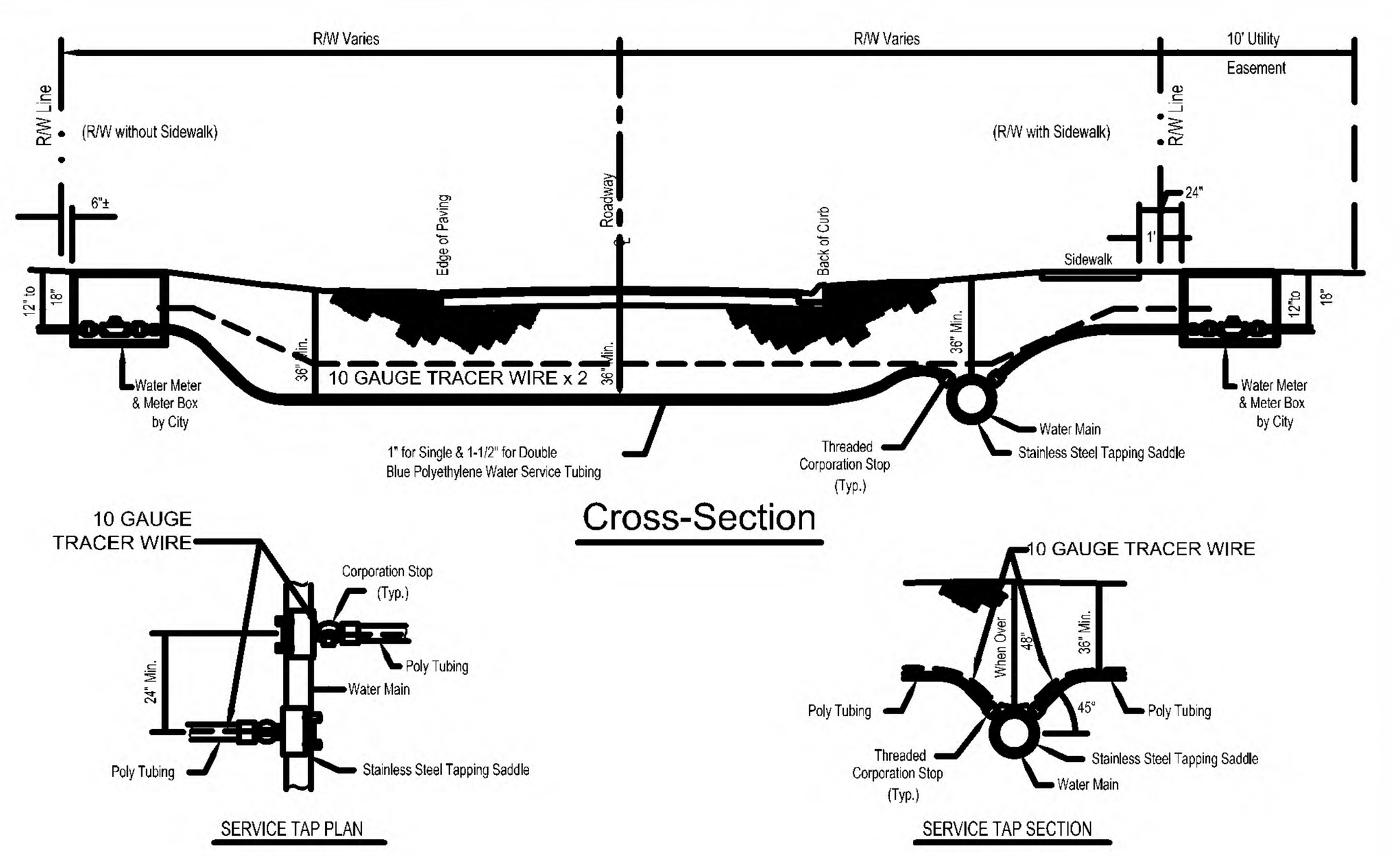
NOTES:
1. WATER MAINS TO BE ON NORTH or EAST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE CHLORINATED and PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING and CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRACO" 40LF000FPV2F.
12. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS
15. METER BOX SHOULD HAVE A 2'x2'x6' CLEARANCE AROUND IT.

NOTE: ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.



DATE: 11/07/2022 **WATER MAIN SERVICE CONN. WITH SIDEWALK (DBL. CHECK METER)** **W402A**

City of DeLand - Standard Details

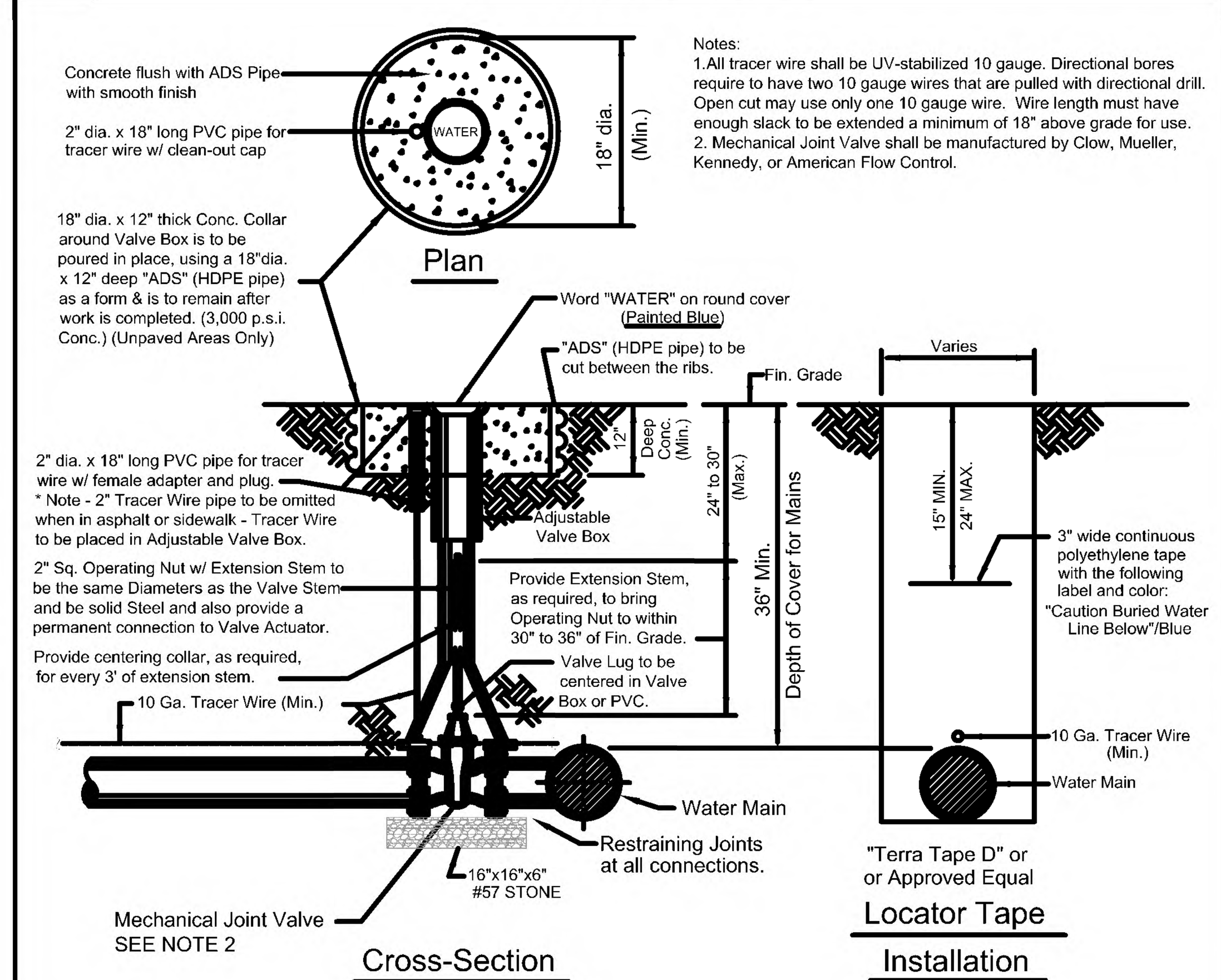


NOTES:
1. SINGLE WATER SERVICE SHALL BE, 1" POLYETHYLENE TUBING (BLUE).
2. DOUBLE WATER SERVICE SHALL BE, 1-1/2" POLYETHYLENE TUBING (BLUE).
3. WATER MAINS TO BE MIN. 36" BELOW GRADE and APPROX. 4' BACK OF CURB.
4. CURB STOP TO BE LOCATED APPROX. 2 FOOT BACK OF RIGHT-OF-WAY AND MUST HAVE LOCK WING.
5. SERVICE LINE TO BE MIN. 36" BELOW GRADE IN RIGHT-OF-WAY.
6. ALL 3/4", 1", 1-1/2" & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (BLUE) POLYETHYLENE TUBING.
7. ALL TRACER WIRE SHALL BE (BLUE) UV-STABILIZED 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.
8. ALL SERVICE TAPS TO MEET AWWA STANDARD 45° FROM HORIZONTAL UNLESS PRIOR AUTHORIZATION RECEIVED FROM CITY.
9. ALL SERVICE LINES WILL HAVE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

DATE: 11/07/2022 **WATER MAIN SERVICE LINES** **W403**

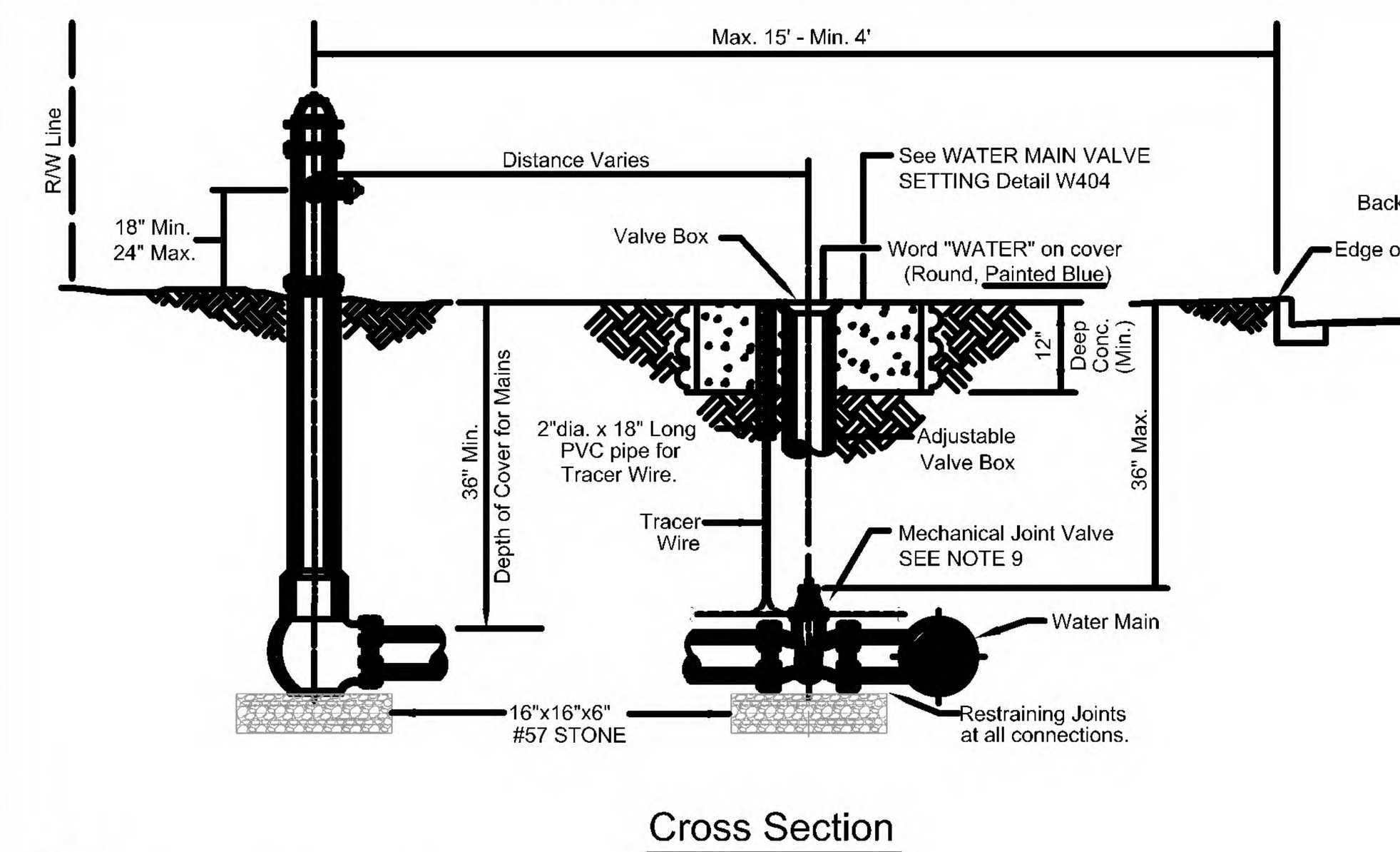
City of DeLand - Standard Details

Notes:
1.All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire. Wire length must have enough slack to be extended a minimum of 18" above grade for use.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.



DATE: 11/07/2022 **WATER MAIN VALVE SETTING** **W404**

City of Deland - Standard Details



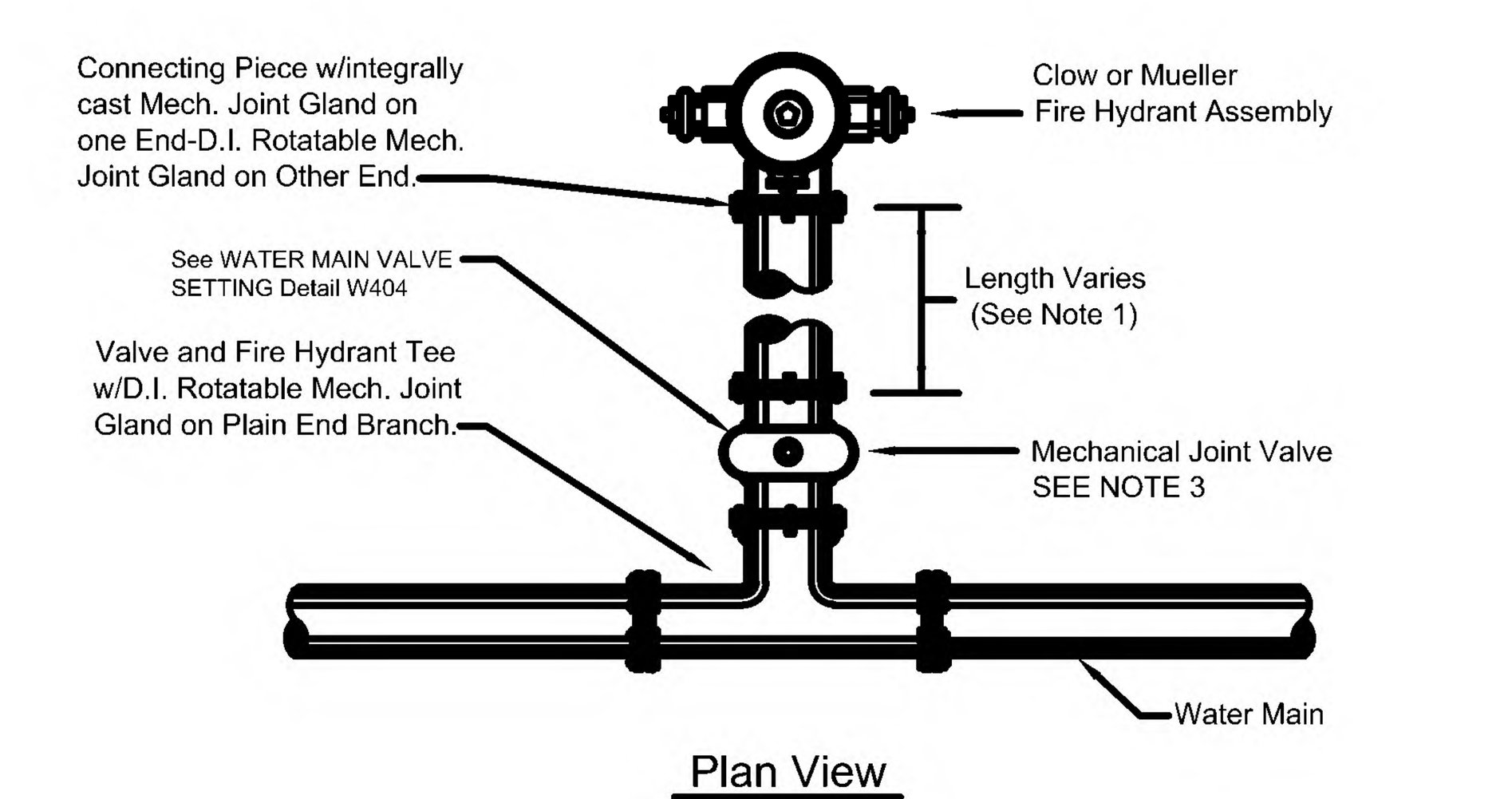
NOTES:
1. Steamer Connection to Face Street.
2. All Fire Hydrants to have 5 1/4" Valve Seat.
3. Fire Hydrants Shall be Placed at Street Corners or in the R.O.W. Adjacent to Side Lot Lines Whenever Possible.
4. See Detail W406 for Typical Connections & Fittings.
5. Fire Hydrants Shall be Painted City Safety Yellow w/Richards Paint No. 1009, Rust Shield Polyurethane.
6. Remove Chains from Cap.
7. Min. 3 ft. Clearance Should be Maintained Around Fire Hydrant for Emergency Operation Purposes.
8. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.
9. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

ONLY APPROVED CITY FIRE HYDRANTS
- Mueller Super Centurion 200
- Clow Medallion

See W406 for Plan View

DATE: 11/07/2022 **FIRE HYDRANT SETTING SECTION** **W405**

City of DeLand -Standard Details



NOTES:
1. On Fire Hydrants Requiring Runout Last Two Joints Must Be Restrained Per Detail W409.
2. Fire Hydrants Should Have a 2'x2'x6' Clearance Around it.
3. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

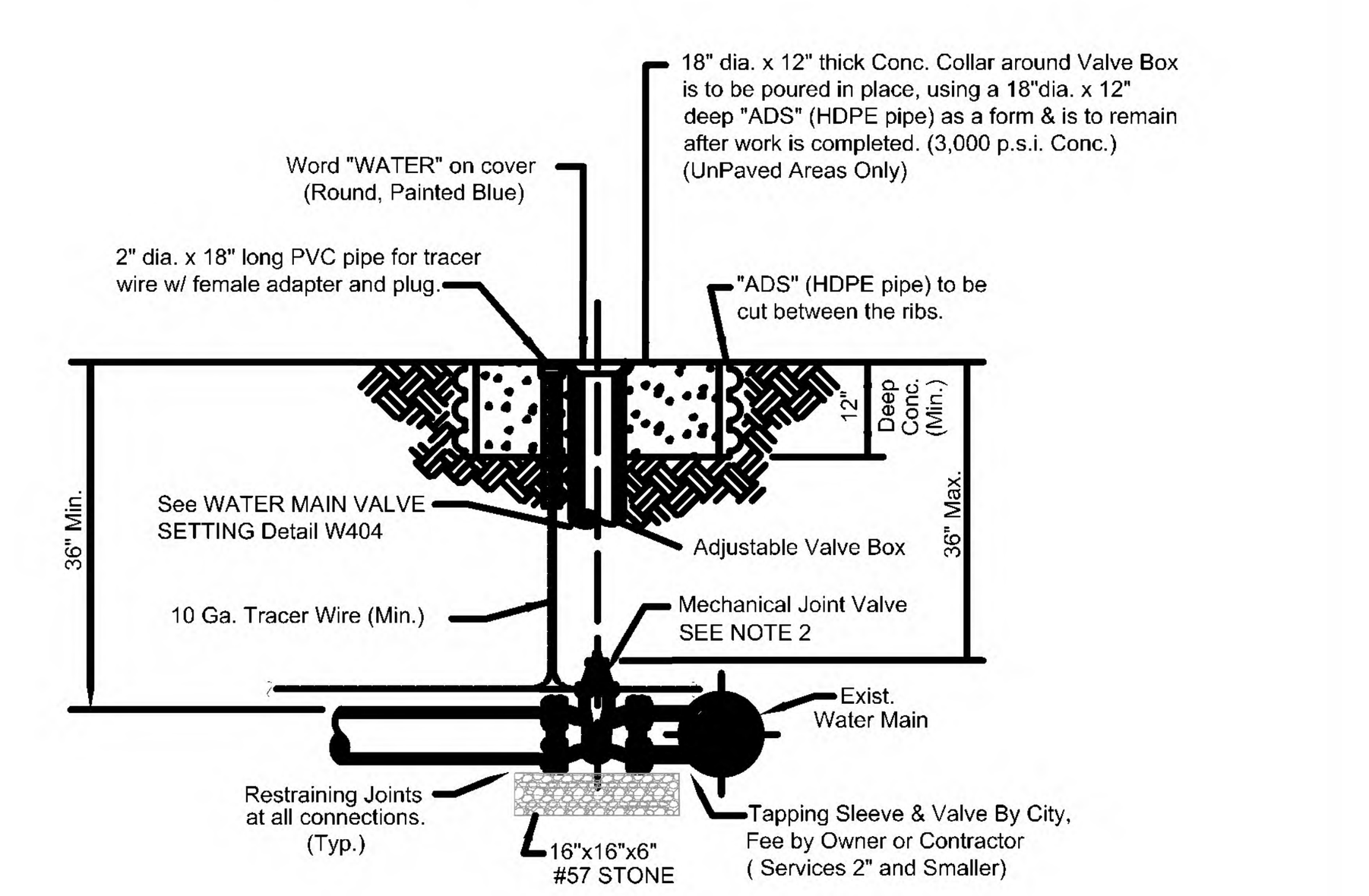
ONLY APPROVED CITY FIRE HYDRANTS
- Mueller Super Centurion 200
- Clow Medallion

See W405 for Cross Section

DATE: 11/07/2022 **FIRE HYDRANT SETTING PLAN** **W406**

City of DeLand - Standard Details

Notes:
1. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.

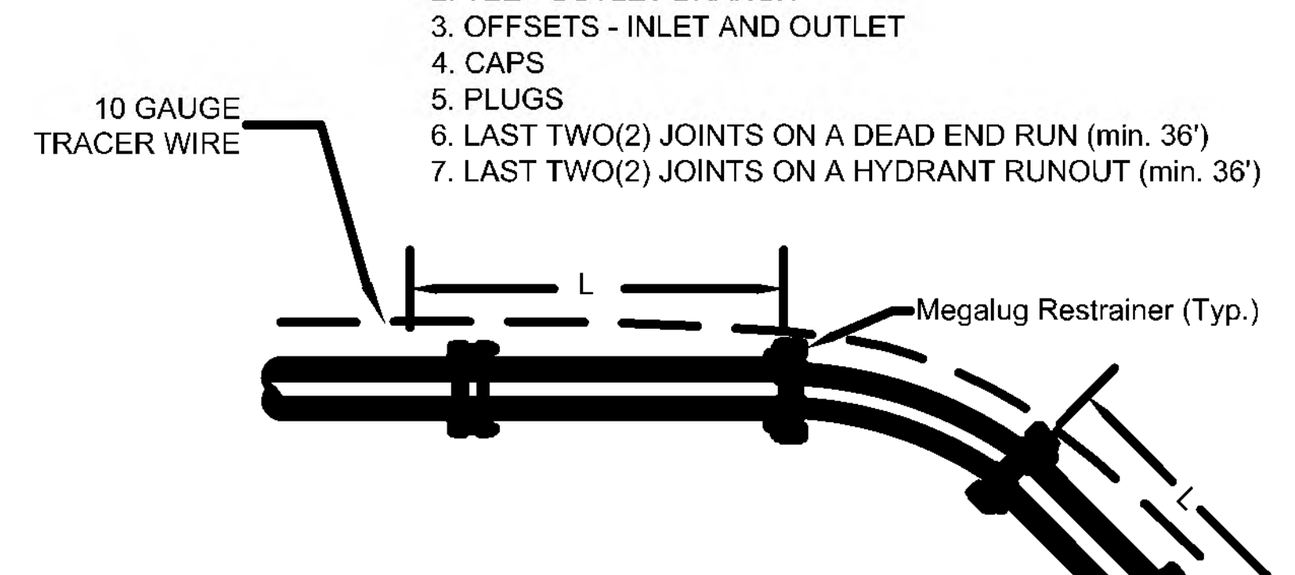


Notes:
1. For Wet Taps larger than 2", Sleeves & Valves will be furnished and installed by the contractor in the presence of the city inspector. Tapping sleeve shall be Ford, Romac, or JCM stainless steel only.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

DATE: 11/07/2022 **TAPPING SLEEVE & VALVE** **W407**

City of DeLand - Standard Details

THE FOLLOWING JOINTS MUST BE RESTRAINED IN ALL APPLICATIONS:
1. BEND - INLET AND OUTLET
2. TEE - OUTLET BRANCH
3. OFFSETS - INLET AND OUTLET
4. CAPS
5. PLUGS
6. LAST TWO(2) JOINTS ON A DEAD END RUN (min. 36')
7. LAST TWO(2) JOINTS ON A HYDRANT RUNOUT (min. 36')



L = MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (ft.)

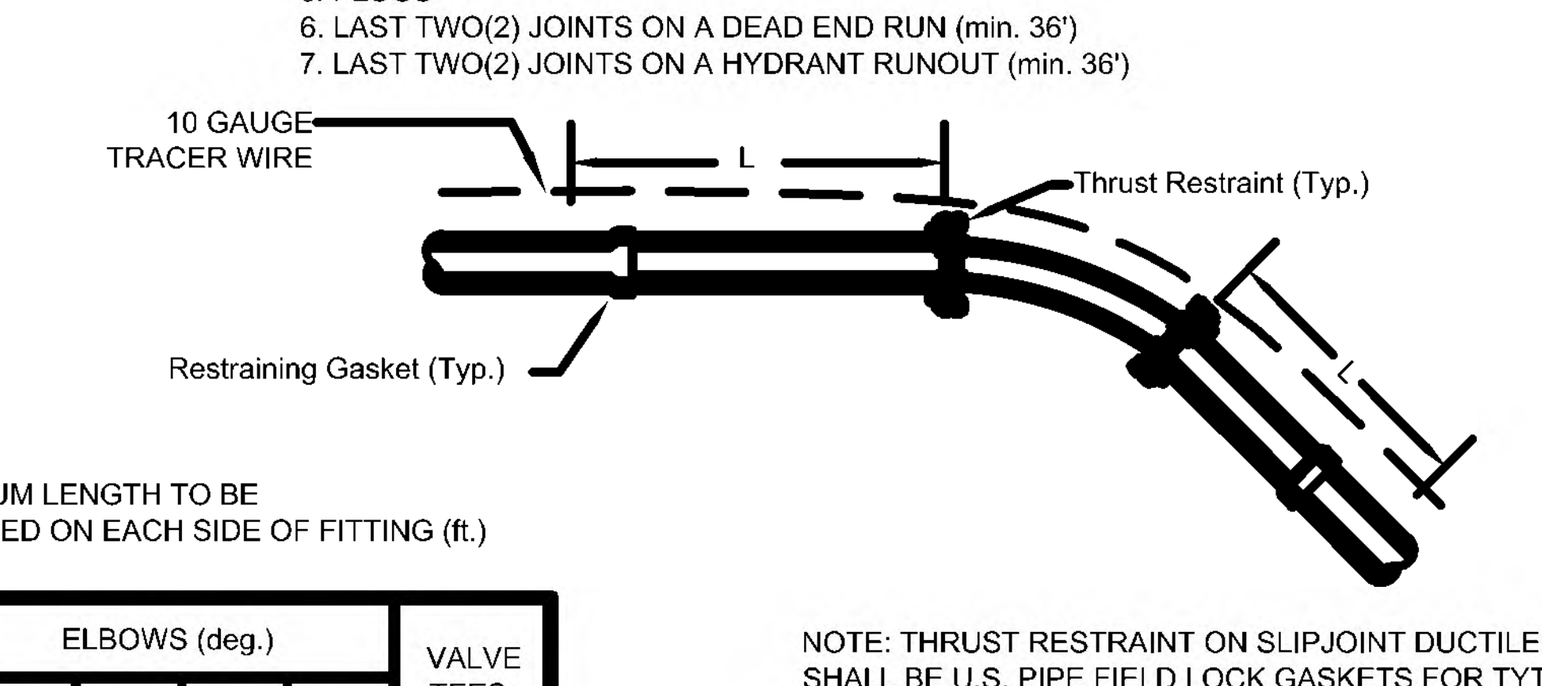
NOM. PIPE SIZE	ELBOWS (deg.)				VALVE TEES
	11.25	22.50	45	90	
4	3	5	8	12	9
6	4	6	10	15	11
8	4	7	13	20	14
10	5	9	15	25	18
12	6	10	17	29	21
14	6	13	26	61	30
16	7	14	28	67	49
18	8	15	31	73	68
20	8	16	33	80	85

NOTE: THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE BY USE OF EBBA IRON MEGALUG RESTRAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE BY EBBA IRON SERIES 1500 RESTRAINERS.

DATE: 11/07/2022 **THRUST RESTRAINING DETAIL FOR PVC PIPE** **W408**

City of DeLand - Standard Details

THE FOLLOWING JOINTS MUST BE RESTRAINED IN ALL APPLICATIONS:
1. BEND - INLET AND OUTLET
2. TEE - OUTLET BRANCH
3. OFFSETS - INLET AND OUTLET
4. CAPS
5. PLUGS
6. LAST TWO(2) JOINTS ON A DEAD END RUN (min. 36')
7. LAST TWO(2) JOINTS ON A HYDRANT RUNOUT (min. 36')



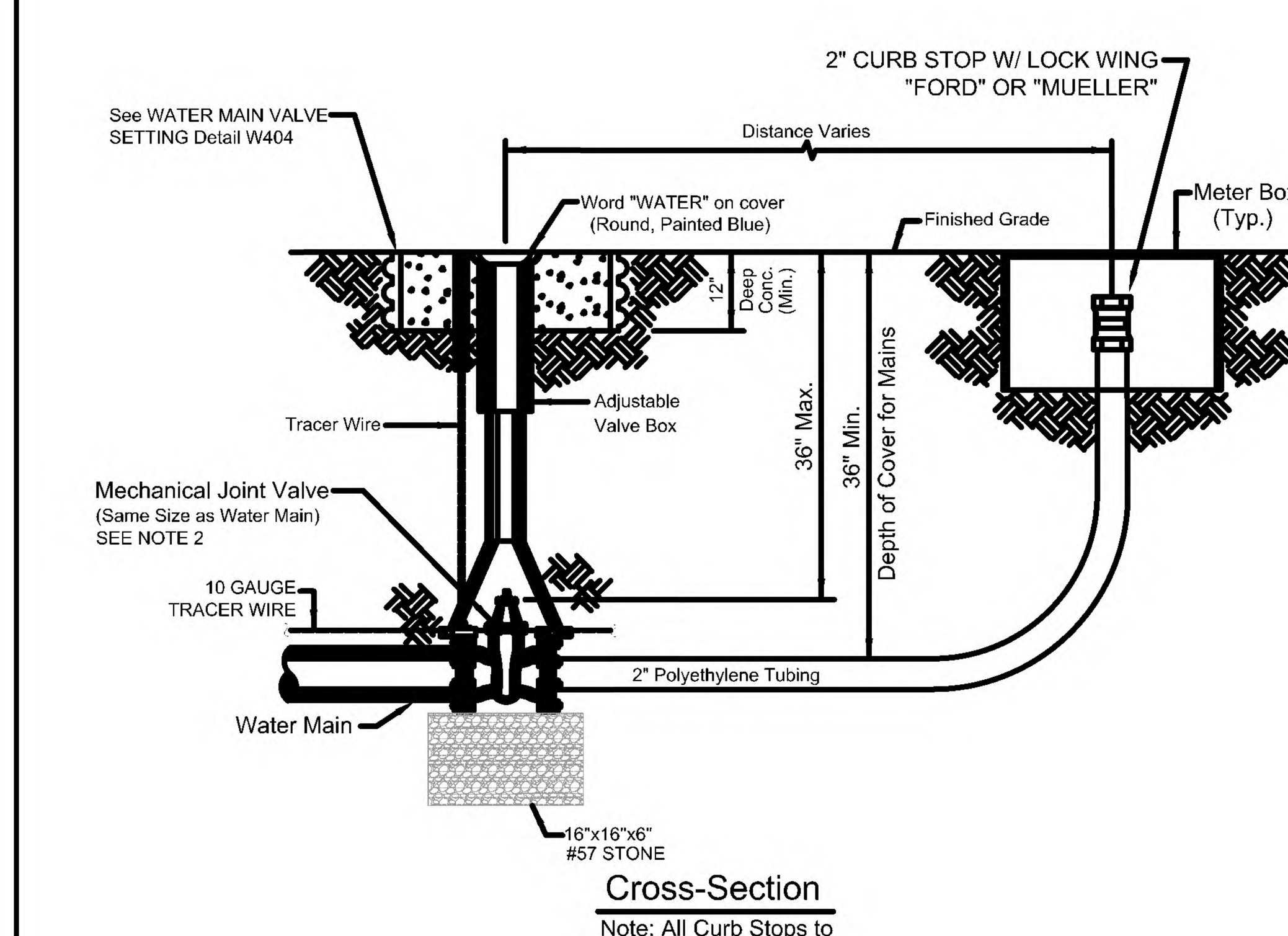
L = MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (ft.)

NOM. PIPE SIZE	ELBOWS (deg.)				VALVE TEES
	11.25	22.50	45	90	
4	3	5	8	12	9
6	4	6	10	15	11
8	4	7	13	20	14
10	5	9	15	25	18
12	6	10	17	29	21
16	6	13	26	63	70
18	9	17	36	86	88
20	10	19	39	94	108
24	11	22	45	109	145

NOTE: THRUST RESTRAINT ON SLIPJOINT DUCTILE IRON PIPE SHALL BE U.S. PIPE FIELD LOCK GASKETS FOR TYTON JOINT PIPE or AMERICAN FAST-GRIP GASKETS FOR AMERICAN FASTITE PIPE. THRUST RESTRAINT ON DUCTILE IRON FITTINGS SHALL BE PROVIDED BY THE USE OF MEGALUG RETAINERS AND MECHANICAL JOINT FITTINGS.

DATE: 11/07/2022 **THRUST RESTRAINING DETAIL FOR DUCTILE IRON PIPE** **W409**

City of DeLand - Standard Details



Note: All Curb Stops to have Lock Wings

Notes:
1. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

DATE: 11/07/2022 **WATER MAIN BLOWOFF DETAIL** **W410**

City of DeLand - Standard Details

CITY OF DELAND, FLORIDA
1102 S. GARFIELD AVENUE, DELAND, FLORIDA 32724

DATE: 11/07/2022

CHECKED BY: NAME

NOT TO SCALE

ERIC SAMPSON

TITLE: WATER SYSTEM DETAILS (Sheet 1)

FILE: drive letter/details locations

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

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EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:______________

POINTE GRAND APARTMENTS
DELAND, FLORIDA

UTILITY DETAILS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #: C14.0

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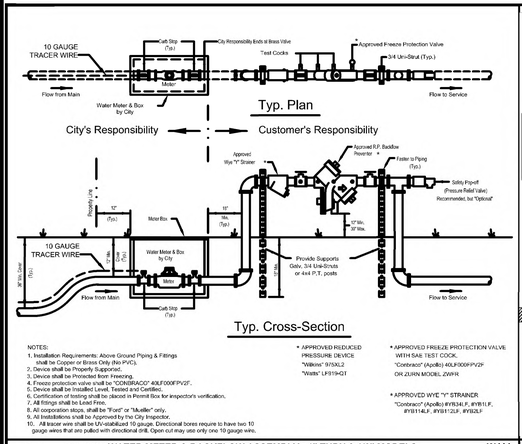


NOTES:
1. Installation Requirements: Above Ground Piping & Fittings shall be Copper or Brass Only (No PVC).
2. Device shall be Properly Supported.
3. Device shall be Protected from Freezing.
4. Freeze protection valve shall be "CONBRACO" 40LF009PV2", 5. Device shall be Installed Level, Tested and Certified.
6. Certification of testing shall be placed in Permit Box for inspector's verification.
7. All fittings shall be Lead Free.
8. All corporation stops, shall be "Ford" or "Mueller" only.
9. All Installations shall be Approved by the City Inspector.
10. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.

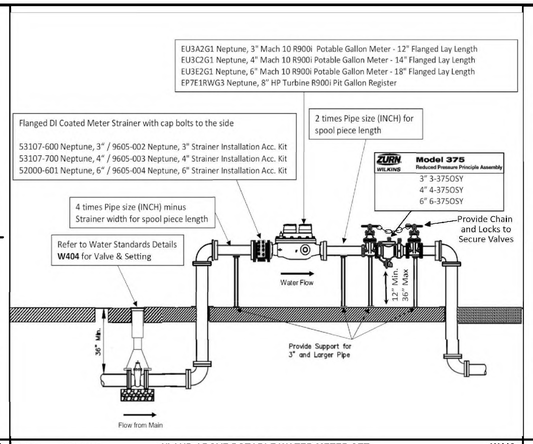
* APPROVED REDUCED PRESSURE DEVICE
"Wilkins" 975XL2
"Watts" LF511HQ1

* APPROVED FREEZE PROTECTION VALVE WITH SAE TEST COCK.
"Conbraco" (Apollo) 40LF009PV2F
OR ZURN MODEL ZWFR

* APPROVED WYE "Y" STRAINER
"Conbraco" (Apollo) #YR34LF, #YB51LF, #YB114LF, #YB112LF, #Y62LF

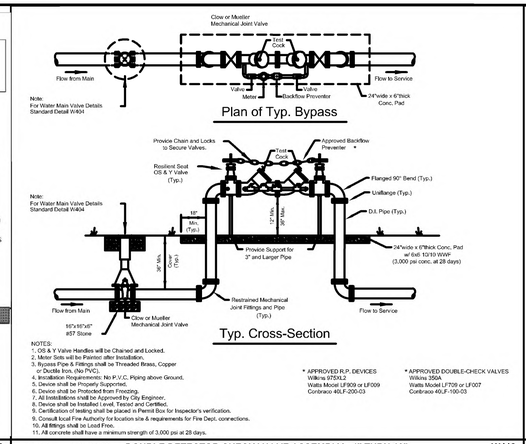
DATE: 11/07/2022 **WATER METER & BACKFLOW ASSEMBLY - 1" THRU 2-1/2" MODELS** W411

City of DeLand - Standard Details



DATE: 11/07/2022 **3" AND ABOVE POTABLE WATER METER SET** W412

City of DeLand - Standard Details



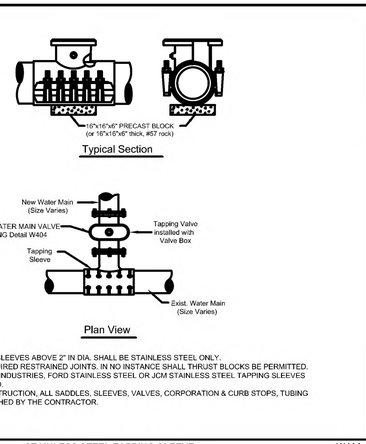
NOTES:
1. OS & Y Valve Handles will be Chained and Locked.
2. Meter Sets will be Painted after Installation.
3. Bypass Pipe & Fittings shall be Threaded Brass, Copper or Ductile Iron, (No PVC).
4. Installation Requirements: No P.V.C. Piping above Ground.
5. Device shall be Properly Supported.
6. Device shall be Protected from Freezing.
7. All Installations shall be Approved by the City Engineer.
8. Device shall be Installed Level, Tested and Certified.
9. Certification of testing shall be placed in Permit Box for Inspector's verification.
9. Consult local Fire Authority for location size & requirements for Fire Dept. connections.
10. All fittings shall be Lead Free.
11. All concrete shall have a minimum strength of 3,000 psi at 28 days.

* APPROVED R.P. DEVICES
Wilkins 975XL2
Watts Model LF909 or LF009
Conbraco 40LF-200-03

* APPROVED DOUBLE-CHECK VALVES
Wilkins 350A
Watts Model LF709 or LF007
Conbraco 40LF-100-03

DATE: 11/07/2022 **DOUBLE DETECTOR CHECK VALVE ASSEMBLY - 4" THRU 12"** W413

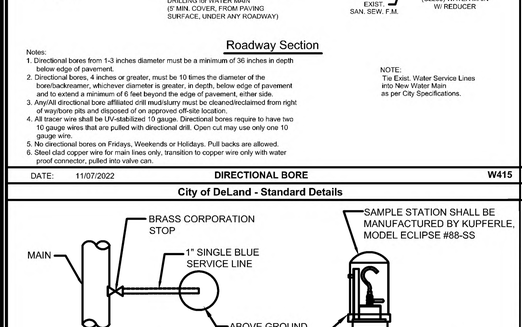
City of DeLand - Standard Details



NOTES:
1. ALL TAPPING SLEEVES ABOVE 2" IN DIA. SHALL BE STAINLESS STEEL ONLY.
2. INSTALL REQUIRED RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
3. ONLY ROMAC INDUSTRIES, FORD STAINLESS STEEL OR JCM STAINLESS STEEL TAPPING SLEEVES ARE TO BE USED.
4. IN NEW CONSTRUCTION, ALL SADDLES, SLEEVES, VALVES, CORPORATION & CURB STOPS, TUBING WILL BE FURNISHED BY THE CONTRACTOR.

DATE: 11/07/2022 **STAINLESS STEEL TAPPING SLEEVE** W414

City of DeLand - Standard Details

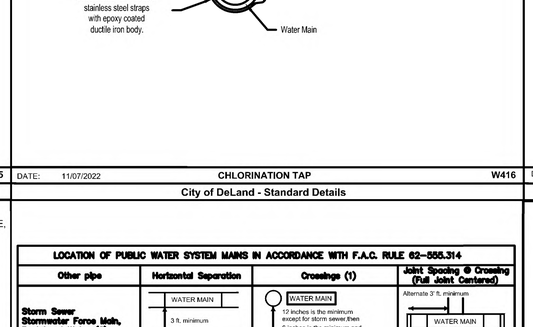


Notes:
1. Directional bores from 1-3 inches diameter must be a minimum of 36 inches in depth below edge of pavement.
2. Directional bores, 4 inches or greater, must be 10 times the diameter of the bore/backreamer, whichever diameter is greater, in depth, below edge of pavement and to extend a minimum of 6 feet beyond the edge of pavement, either side.
3. Any/All directional bore affiliated drill mud/slurry must be cleaned/reclaimed from right of way/bore pits and disposed of on approved off-site location.
4. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.
5. No directional bores on Fridays, Weekends or Holidays. Pull backs are allowed.
6. Steel clad copper wire for main lines only, transition to copper wire only with water proof connector, pulled into valve can.

NOTE:
Tie Exist. Water Service Lines into New Water Main as per City Specifications.

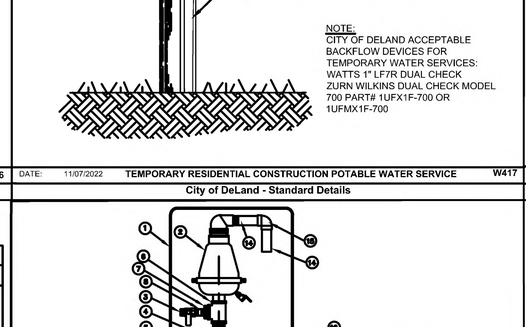
DATE: 11/07/2022 **DIRECTIONAL BORE** W415

City of DeLand - Standard Details



DATE: 11/07/2022 **CHLORINATION TAP** W416

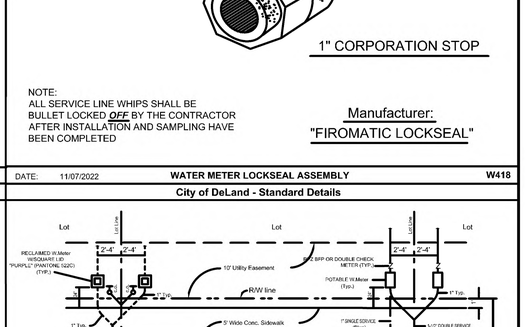
City of DeLand - Standard Details



NOTE:
CITY OF DELAND ACCEPTABLE BACKFLOW DEVICES FOR TEMPORARY WATER SERVICES: WATTS 1" LF7R DUAL CHECK ZURN WILKINS DUAL CHECK MODEL 700 PART# 1UFX1F-700 OR 1UFMX1F-700

DATE: 11/07/2022 **TEMPORARY RESIDENTIAL CONSTRUCTION POTABLE WATER SERVICE** W417

City of DeLand - Standard Details

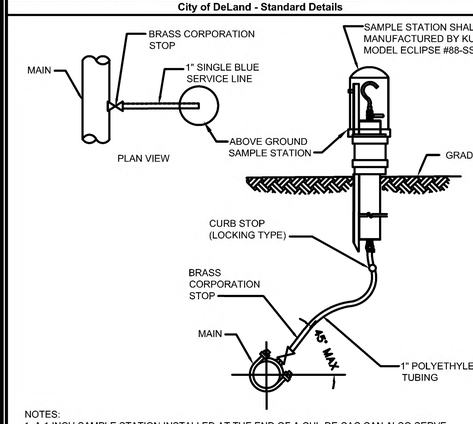


NOTE:
ALL SERVICE LINE WHIPS SHALL BE BULLET LOCKED ***OFF*** BY THE CONTRACTOR AFTER INSTALLATION AND SAMPLING HAVE BEEN COMPLETED

Manufacturer:
"FIROMATIC LOCKSEAL"

DATE: 11/07/2022 **WATER METER LOCKSEAL ASSEMBLY** W418

City of DeLand - Standard Details



NOTES:
1. A 1 INCH SAMPLE STATION INSTALLED AT THE END OF A CUL-DE-SAC CAN ALSO SERVE AS A BLOW -OFF VALVE WHEN BOTH ARE REQUIRED.

DATE: 11/07/2022 **WATER SAMPLE STATION** W419

City of DeLand - Standard Details

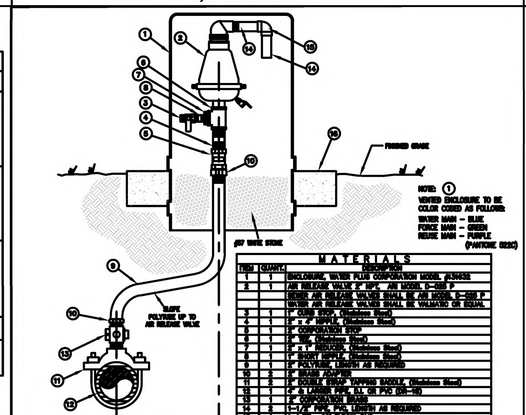
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossing (Full Joint Centered)
Storm Sewer Stormwater Force Main, Reclaimed Water (2)	WATER MAIN 3 ft. minimum	WATER MAIN 12 inches is the minimum except for storm sewer then 6 inches is the minimum and 12 inches is preferred	Alternate 3' ft. minimum WATER MAIN
Vacuum Sanitary Sewer	WATER MAIN 10 ft. preferred 3 ft. minimum	WATER MAIN 12 inches preferred 6 inches minimum	Alternate 3' ft. minimum WATER MAIN
Gravity Sewer Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	WATER MAIN 10 ft. preferred 6 ft. minimum (3)	WATER MAIN 12 inches is the minimum except for gravity sewer,then 6 inches is the minimum and 12 inches is preferred	Alternate 6' ft. minimum WATER MAIN
On-Site Sewage Treatment & Disposal System(4)	10 ft minimum	---	---

(1) Water Main Should Cross Above other pipe, When Water Main Must Be Below Other Pipe,the Minimum Separation is 12" Inches.
(2) Reclaimed Water Regulated Under Part III of chapter 62-610, F.A.C.
(3) 3 ft. for Gravity Sanitary sewer where the Bottom of the Water Main is laid at least 6 inches above the top of gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-160, F.A.C.

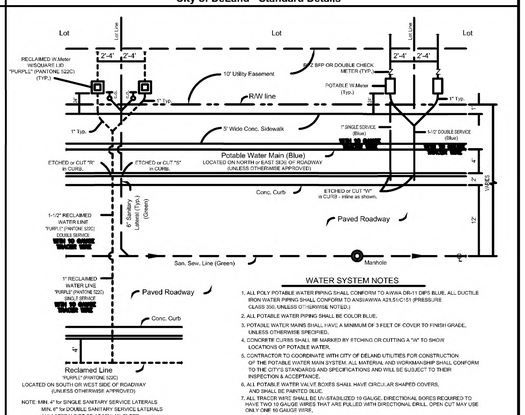
DATE: 11/07/2022 **WATER PIPE SEPERATION REQUIREMENTS** W420

City of DeLand - Standard Details



DATE: 11/07/2022 **OFFSET AIR RELEASE VALVE** W421

City of DeLand - Standard Details



WATER SYSTEM NOTES
1. ALL POLY POTABLE WATER PIPING SHALL CONFORM TO AWWA DR-11 DIPS BLUE, ALL DUCTILE IRON WATER PIPING SHALL CONFORM TO ANSI/AWWA A21.51/C151 (PRESS.)RE CLASS 200, UNLESS NOTED OTHERWISE NOTED.)
2. ALL POTABLE WATER PIPING SHALL BE COLOR BLUE.
3. POTABLE WATER MAINS SHALL HAVE A MINIMUM OF 3 FEET OF COVER TO FINISH GRADE, UNLESS OTHERWISE SPECIFIED.
4. CONCRETE CURBS SHALL BE MARKED BY ETCHING OR CUTTING A "W" TO SHOW LOCATIONS OF POTABLE WATER.
5. CONTRACTOR TO COORDINATE WITH CITY OF DELAND UTILITIES FOR CONSTRUCTION OF THE POTABLE WATER MAIN SYSTEM. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARDS AND SPECIFICATIONS AND WILL BE SUBJUCT TO THEIR INSPECTION & ACCEPTANCE.
6. ALL POTABLE WATER VALVE BOXES SHALL HAVE CIRCULAR SHAPED COVERS, AND SHALL BE PAINTED BLUE.
7. ALL TRACER WIRE SHALL BE UV-STABILIZED 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.

DATE: 11/07/2022 **RESIDENTIAL UTILITY LAYOUT** W422

City of DeLand - Standard Details

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

CITY OF DELAND, FLORIDA
1102 S. GARFIELD AVENUE, DELAND, FLORIDA 32724

DATE: 11/07/2022 CHECKED BY: NAME
SCALE: NOT TO SCALE DRAWN BY: ERIC SAMPSON

TITLE: WATER SYSTEM DETAILS (Sheet 2)

FILE: drive letter/details locations

POINTE GRAND APARTMENTS
DELAND, FLORIDA

UTILITY DETAILS

REVISIONS

NO.	DETAIL	DATE
1	REVISED PER COMMENTS	06/16/23

DRAWN BY: FE | DATE: 03/06/23
CHECKED BY: DE | JOB #: 37501

SHEET #: C14.1

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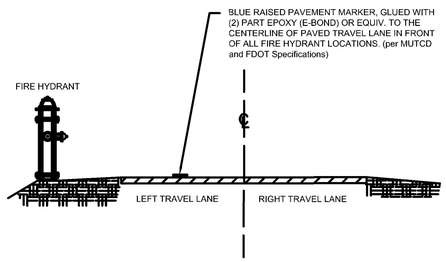


DATE: 11/07/2022 **REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT LOCATION** W423

City of DeLand - Standard Details

Approved Ford Valve for Service Lines

1" SERVICE



Pack Joint for Copper or Plastic Tubing (CTS) Inlet by Meter Swivel Nut

Catalog Number	Description: Valve Size	Serv. Line Size	Meter Size	Approx. Wt. Lbs.
B43-211W-NL	5/8"	1/2"	5/8"	1.4
B43-212W-NL	5/8"	1/2"	5/8"x3/4" & 3/4"	1.5
▶♦ B43-231W-NL	5/8"	3/4"	5/8"	1.6
▶♦ B43-232W-NL	5/8"	3/4"	5/8"x3/4" & 3/4"	1.7
▶ B43-331W-NL	3/4"	3/4"	5/8"	2.1
▶♦ B43-332W-NL	3/4"	3/4"	5/8"x3/4" & 3/4"	2.4
▶♦ B43-334W-NL	3/4"	3/4"	1"	2.3
▶ B43-341W-NL	3/4"	1"	5/8"	2.7
▶♦ B43-342W-NL	3/4"	1"	5/8"x3/4" & 3/4"	2.4
▶♦ B43-344W-NL	3/4"	1"	1"	2.7
▶♦ B43-444W-NL	1"	1"	1"	3.2
B43-454W-NL	1"	1-1/4"	1"	3.4

2" SERVICE



Pack Joint for Copper or Plastic Tubing (CTS) by Female Iron Pipe Thread

Catalog Number	Valve Size	CTS End	FIP End	Approx. Wt. Lbs.
▶♦ * B41-333-NL	3/4"	3/4"	3/4"	2.0
▶♦ B41-334-NL	3/4"	3/4"	1"	2.1
▶♦ B41-343-NL	3/4"	1"	3/4"	2.2
▶♦ B41-344-NL	3/4"	1"	1"	2.4
♦ BL41-344-4-875-NL	3/4"	1"	1"	3.1
▶♦ * B41-444-NL	1"	1"	1"	2.8
♦ B41-454-NL	1"	1-1/4"	1"	3.2
♦ B41-455-NL	1"	1-1/4"	1-1/4"	3.7
♦ B41-555-NL	1-1/4"	1-1/4"	1-1/4"	5.6
♦ **B41-666-NL	1-1/2"	1-1/2"	1-1/2"	7.0
B41-677-NL	1-1/2"	2"	2"	9.6
♦ **B41-777-NL	2"	2"	2"	11.1

DATE: 11/07/2022 **VALVE FOR WATER AND RECLAIM SERVICE LINE** W424

City of DeLand - Standard Details

Approved Muller Valve for Service Lines

1" SERVICE



P-24350N

Mueller 300 Ball Straight Meter Valve
Mueller Pack Joint Connection for CTS O.D.* tubing x meter swivel nut**.
Quarter turn check - lock wing. 360° turn option available by adding -3 suffix to catalog number.
Example: P-24350-3

Catalog size	3/4"x5/8" R †	3/4" R †	3/4"	5/8"x3/4"x1"	1" R †	1"
Meter size	5/8"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"	1"
Tubing size	3/4"	3/4"	3/4"	1"	1"	1"

2" SERVICE



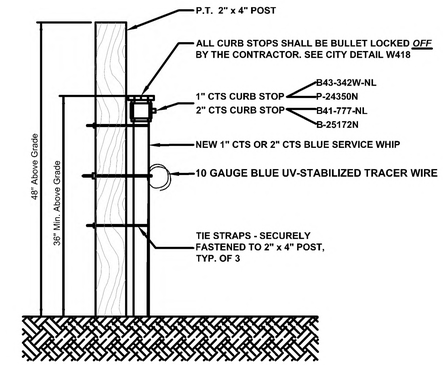
P-25172N

Mueller 300 Ball Curb Valve
Inlet: Mueller Pack Joint Connection for CTS O.D.* tubing
Outlet: F.I.P. thread
Quarter turn check-this valve may be ordered with 360° turn option by adding -3 to end of catalog number (P-25172-3)

3/4"R	3/4"	1"R	1"	1-1/2"	2"

DATE: 11/07/2022 **VALVE FOR WATER AND RECLAIM SERVICE LINE** W425

City of DeLand - Standard Details



DATE: 11/07/2022 **NEW POTABLE SERVICE WHIP** W426

City of DeLand - Standard Details

CITY OF DELAND, FLORIDA
1102 S. GARFIELD AVENUE, DELAND, FLORIDA 32724

SCALE: NOT TO SCALE | DATE: 11/07/2022 | CHECKED BY: NAME
DRAWN BY: ERIC SAMPSON

TITLE: *WATER SYSTEM DETAILS (Sheet 3)*

FILE: *drive letter/details locations*

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
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CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE: _____

POINTE GRAND APARTMENTS
DELAND, FLORIDA

UTILITY DETAILS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #: C14.2

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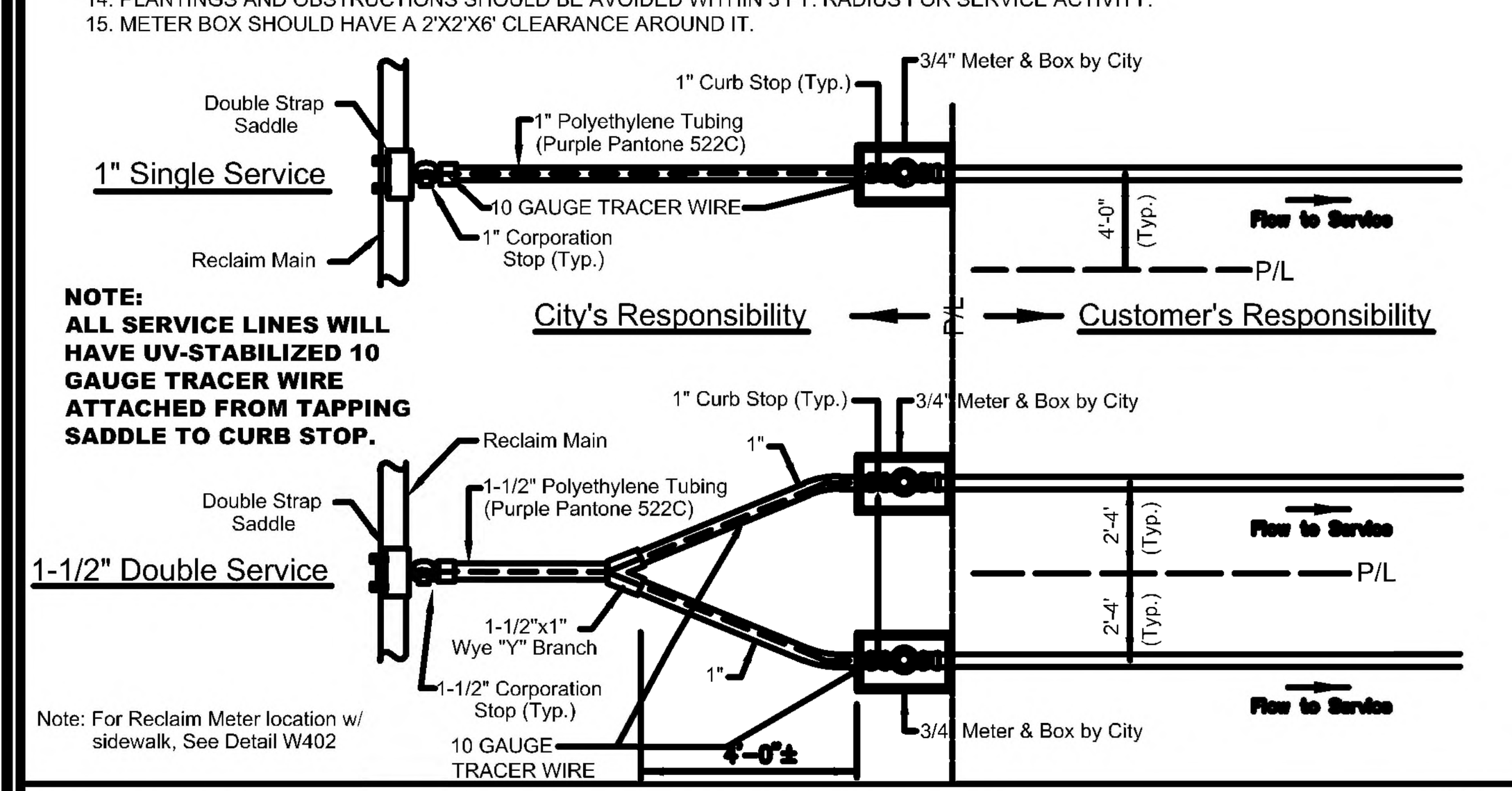
NOTES:
1. RECLAIM MAINS TO BE ON SOUTH or WEST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (PURPLE) POLYETHYLENE TUBING.
12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
13. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
14. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
15. METER BOX SHOULD HAVE A 2'X2'X6' CLEARANCE AROUND IT.



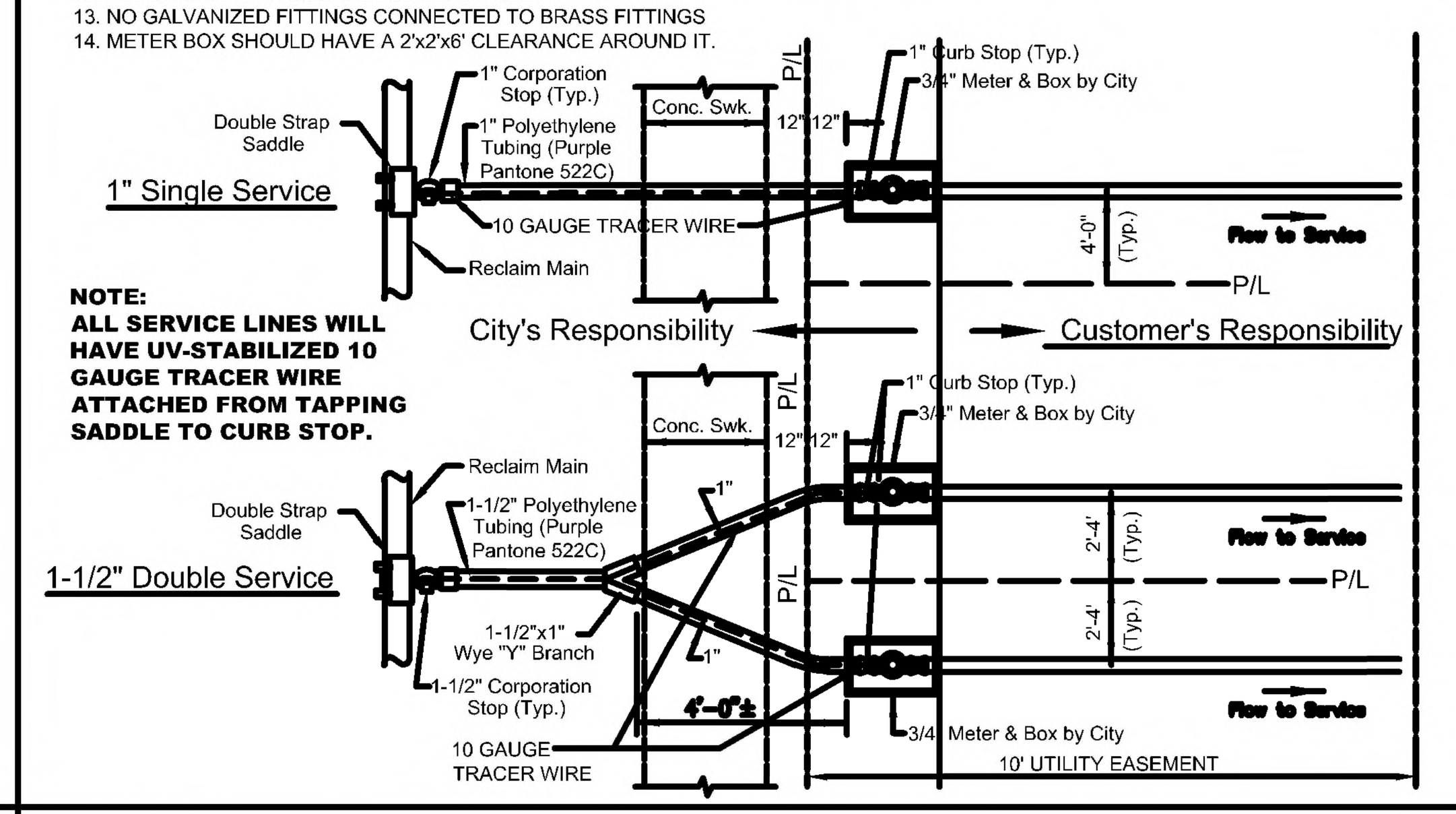
NOTE:
ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

Note: For Reclaim Meter location w/ sidewalk, See Detail W402

DATE: 11/07/2022 — **RECLAIM MAIN SERVICE CONNECTION** — **R401**

City of DeLand - Standard Details

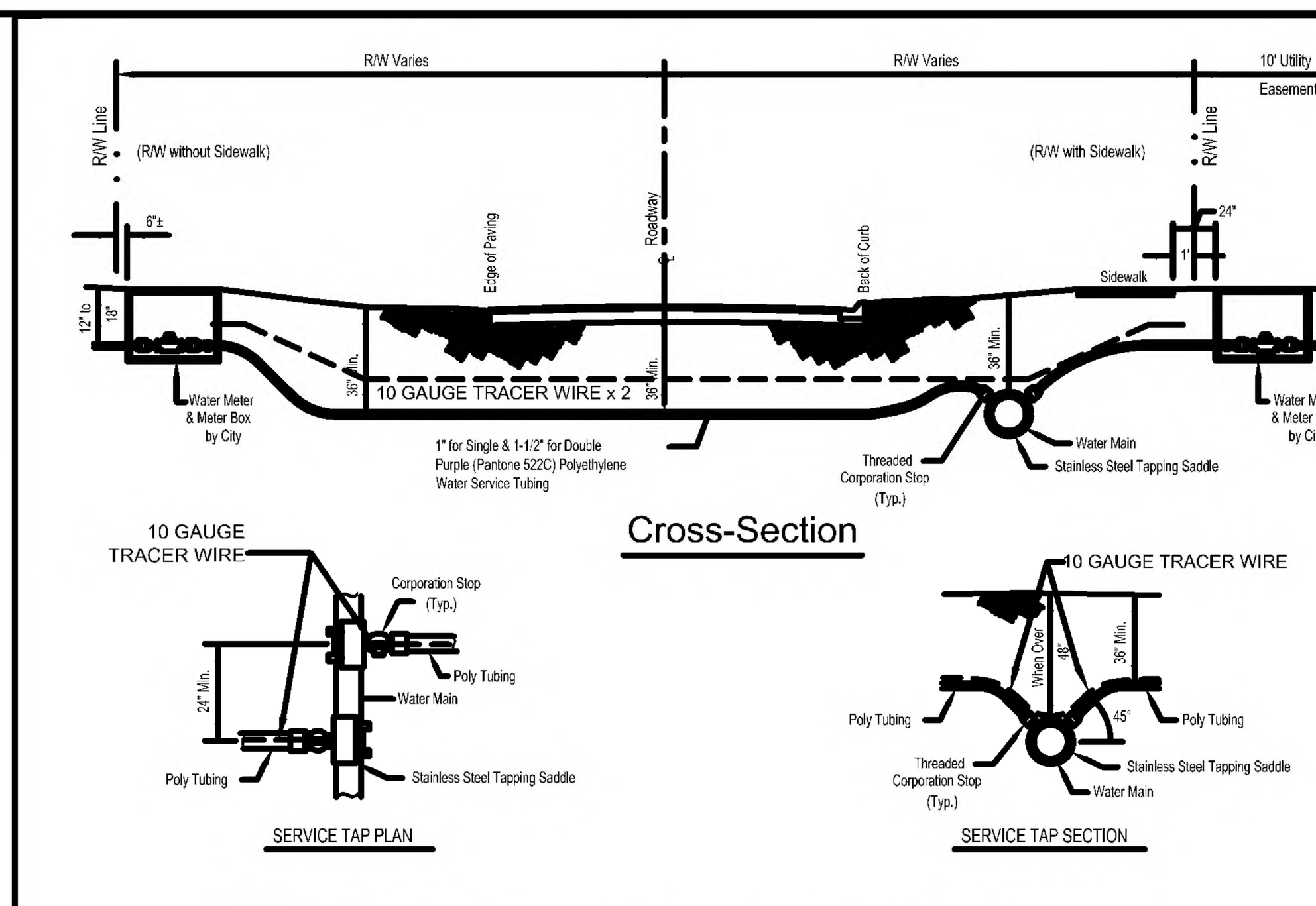
NOTES:
1. RECLAIM MAINS TO BE ON SOUTH or WEST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
3. ALL LINES SHALL BE PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/ 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
11. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (PURPLE) POLYETHYLENE TUBING.
12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
13. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS
14. METER BOX SHOULD HAVE A 2'x2'x6' CLEARANCE AROUND IT.



NOTE:
ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

DATE: 11/07/2022 — **RECLAIM MAIN SERVICE CONN. WITH SIDEWALK** — **R402**

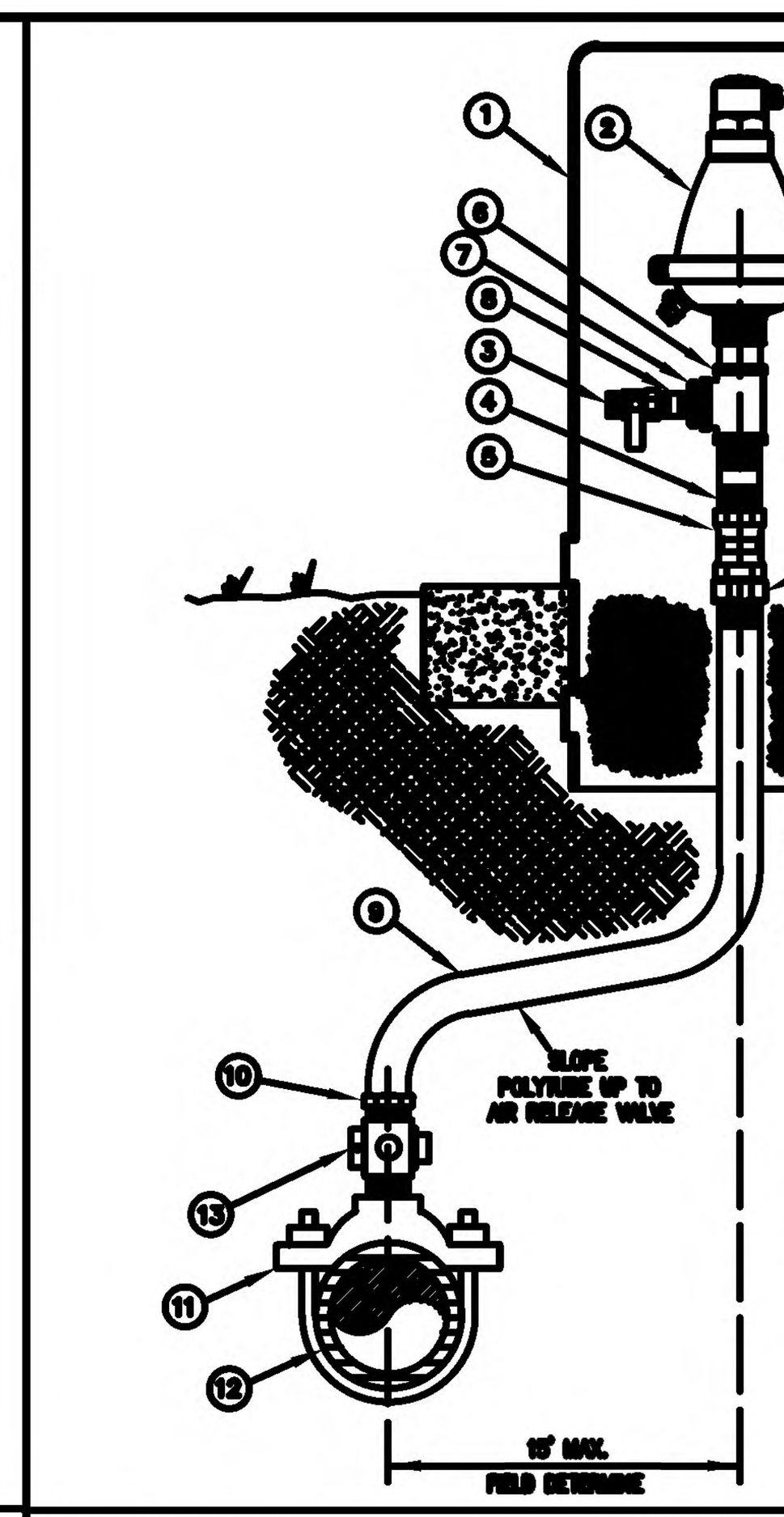
City of DeLand - Standard Details



NOTES:
1. SINGLE RECLAIM SERVICE SHALL BE, 1" POLYETHYLENE TUBING (PURPLE PANTONE 522C).
2. DOUBLE RECLAIM SERVICE SHALL BE, 1-1/2" POLYETHYLENE TUBING (PURPLE PANTONE 522C).
3. RECLAIM MAINS TO BE MIN. 36" BELOW GRADE and APPROX. 4' BACK OF CURB.
4. CURB STOP TO BE LOCATED APPROX. 2 FOOT BACK OF RIGHT-OF-WAY AND MUST HAVE LOCK WING.
5. SERVICE LINE TO BE MIN. 36" BELOW GRADE IN RIGHT-OF-WAY.
6. ALL 3/4", 1", 1-1/2" & 2" R.M., SHALL BE SDR 9, 200 psi, ASTMD 2737, (PURPLE PANTONE 522C) POLYETHYLENE TUBING.
7. ALL LOCATE WIRE SHALL BE (PURPLE) 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.
8. ALL SERVICE TAPS TO MEET AWWA STANDARD 45° FROM HORIZONTAL UNLESS PRIOR AUTHORIZATION RECEIVED FROM CITY.
9. ALL SERVICE LINES WILL HAVE UV-STABILIZED 10 GAUGE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

DATE: 11/07/2022 — **RECLAIM MAIN SERVICE LINES** — **R403**

City of DeLand - Standard Details

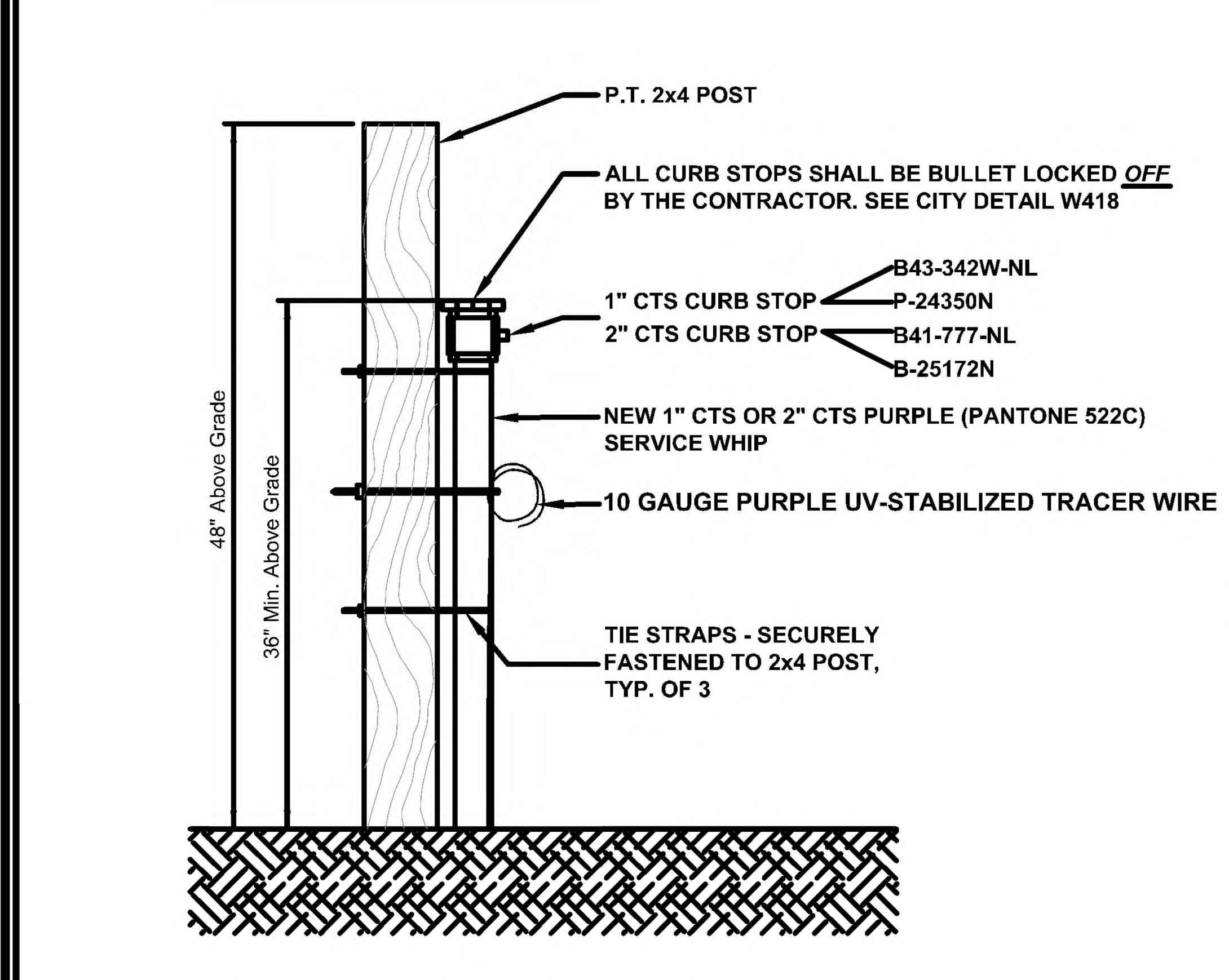


NOTE: ①
VENTED ENCLOSURE TO BE COLOR CODED AS FOLLOWS:
REUSE MAIN - PURPLE (PANTONE 522C)

MATERIALS		
ITEM	QUANT.	DESCRIPTION
1	1	ENCLOSURE, WATER PLUS CORPORATION MODEL #L31632 PURPLE
2	1	AIR RELEASE VALVE 2" NPT, ARI MODEL S-021
		PN 10-0N25-50
3	1	1" CURB STOP, (Stainless Steel)
4	1	2" x 4" NIPPLE, (Stainless Steel)
5	1	2" CORPORATION STOP
6	1	2" TEE, (Stainless Steel)
7	1	2" x 1" REDUCER, (Stainless Steel)
8	1	1" SHORT NIPPLE, (Stainless Steel)
9	1	2" POLYTUBE, LENGTH AS REQUIRED
10	2	2" BRASS ADAPTER
11	2	2" DOUBLE STRAP TAPPING SADDLE, (Stainless Steel)
12	1	4" & LARGER PIPE, D.I. OR PVC (DR-18)
13	1	2" CORPORATION BRASS
14	1	6" CONCRETE SLAB AROUND ENCLOSURE

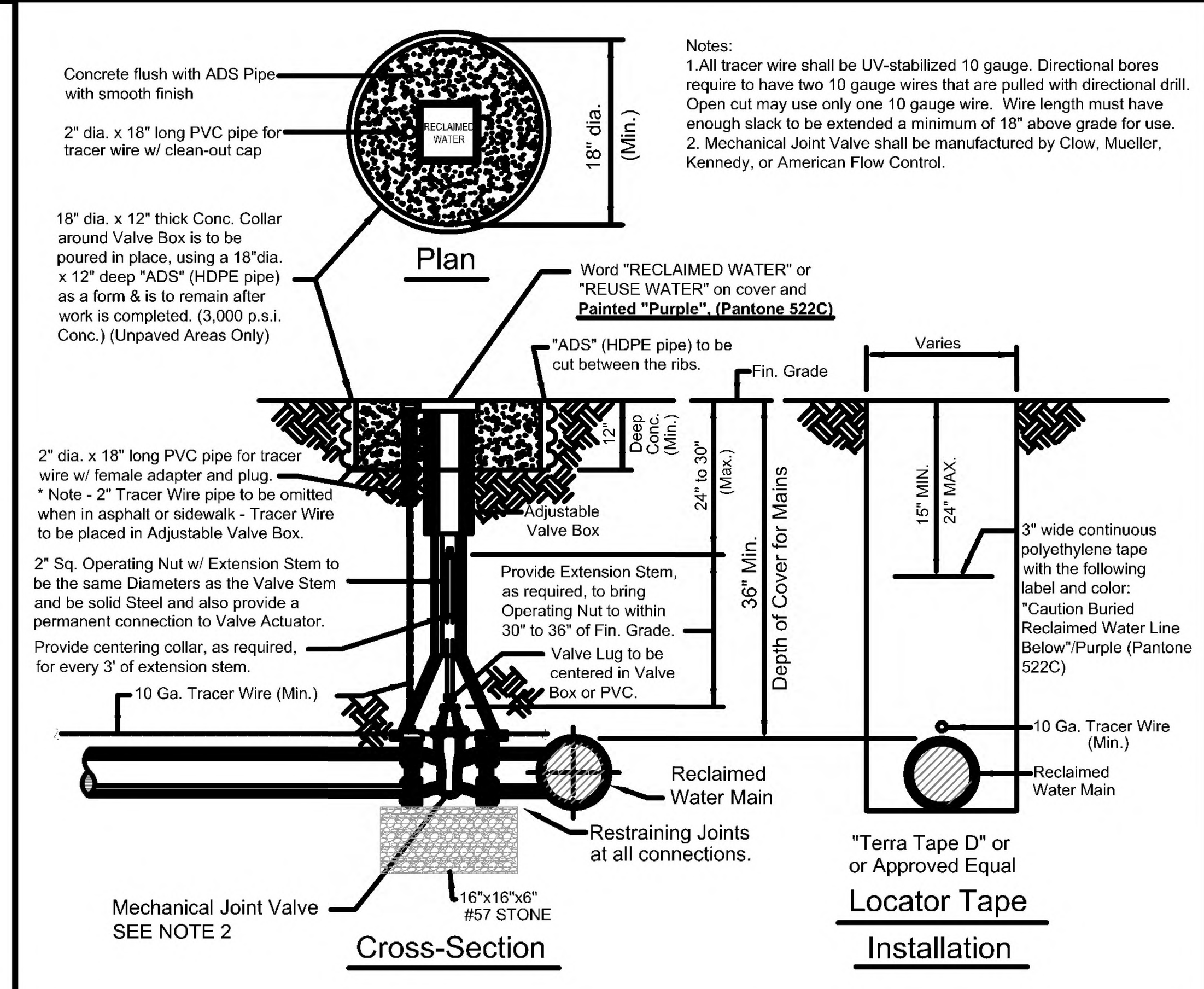
DATE: 11/07/2022 — **OFFSET AIR RELEASE VALVE** — **R421**

City of DeLand - Standard Details



DATE: 11/07/2022 — **NEW REUSE SERVICE WHIP** — **R426**

City of DeLand - Standard Details



Notes:
1. All tracer wire shall be UV-stabilized 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire. Wire length must have enough slack to be extended a minimum of 18" above grade for use.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

DATE: 11/07/2022 — **RECLAIMED WATER VALVE SETTING** — **R450**

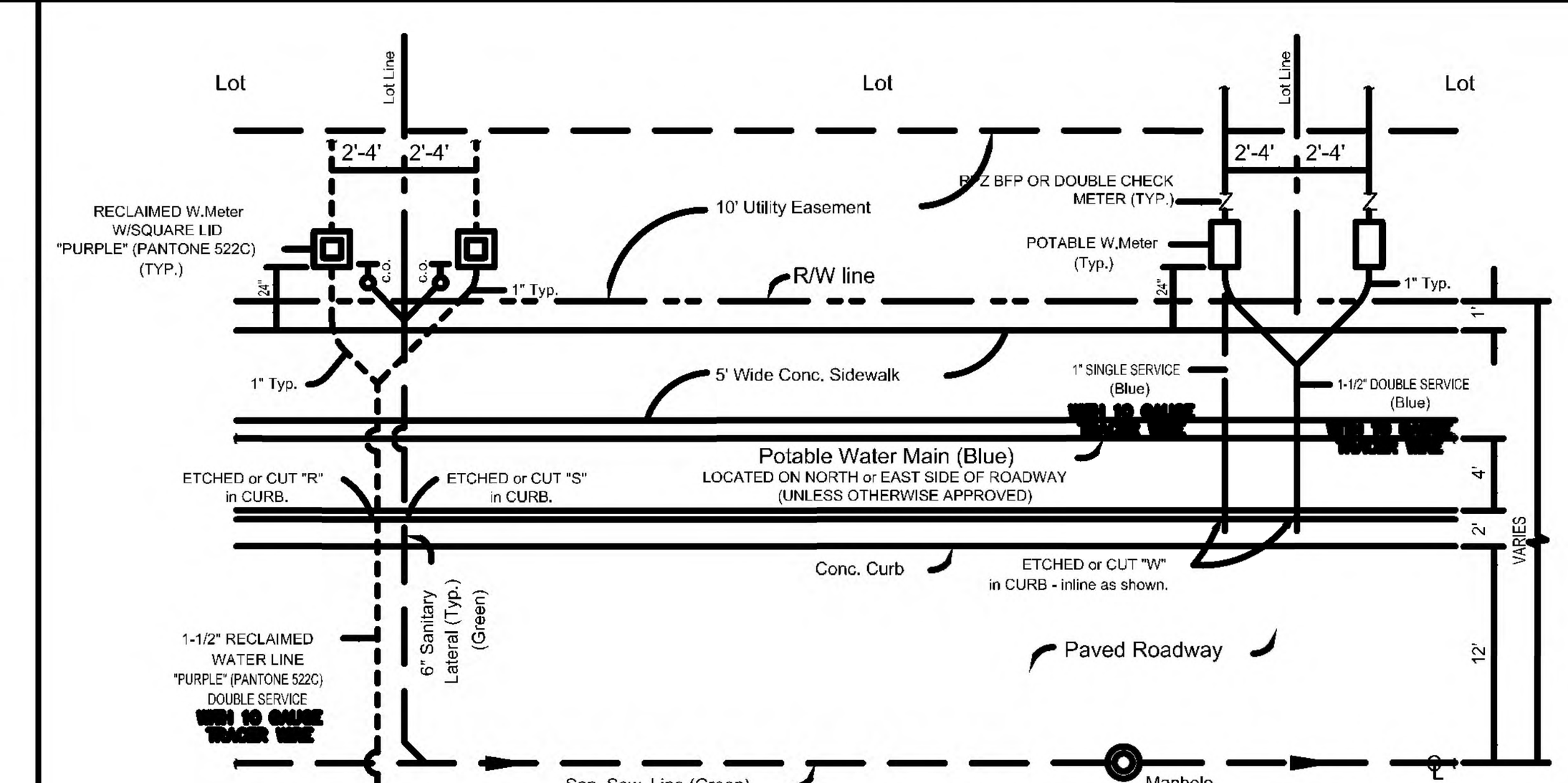
City of Deland - Standard Details



NOTES:
1. Sign background shall be white, letters shall be black (Hellvetica, Swiss 721, corel, or acceptable equal) and border shall be Pantone Purple 522C.
2. Height of sign will depend on location and surrounding landscape plant types. In all cases, the sign shall visable to the public.
3. Engineering grade refective materials shall be used for sign.
4. Sign materials shall be of 0.040 gauge metal.
5. Sign post shall be 2-3/8" OD steel pipe, hot dip galvanized per ASTM A-123, post to be provided by customer.
6. Mounting hardware shall be stainless steel.
7. Signs shall be place by the contractor in accordance with the City approved plans and/ or as approved by the City. (e.g.) Sign should be posted by entrance to subdivision, storage ponds, irrigation pumps, gate entrances to school facility or game fields, and first and ninth Tees at Golf courses.
8. Public notification should occur in HOA document and City Reclaimed Water Brochure with meter application.

DATE: 11/07/2022 — **RECLAIMED WATER SIGNAGE** — **R451**

City of DeLand - Standard Details

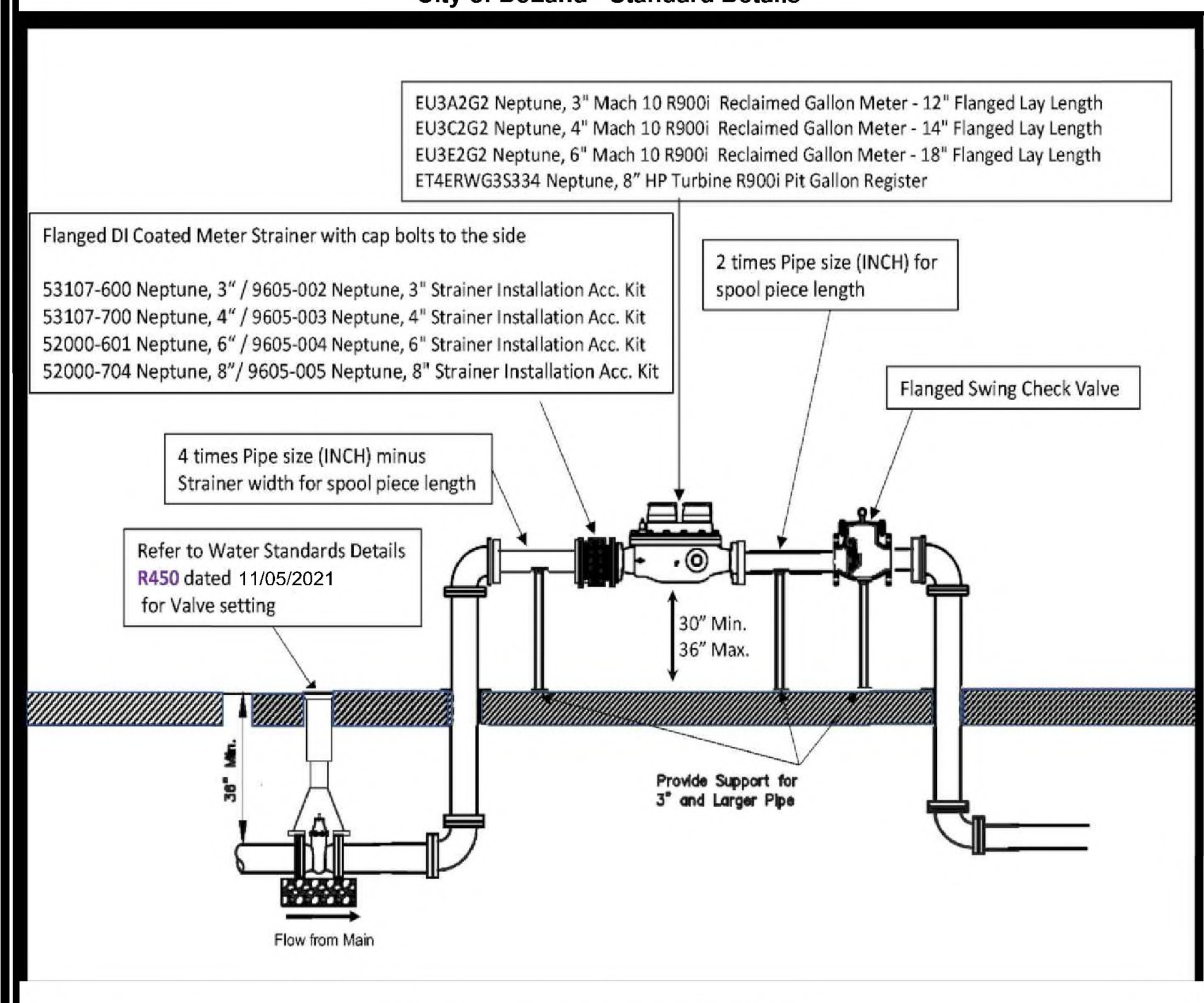


RECLAIMED WATER SYSTEM NOTES

1. ALL PVC RECLAIMED PIPING SHALL CONFORM TO AWWA C900, DR-18. ALL DUCTILE IRON RECLAIMED PIPING SHALL CONFORM TO ANSI/AWWA A21.51/C151 (PRESSURE CLASS 350, UNLESS OTHERWISE NOTED.)
2. ALL RECLAIMED PIPING SHALL BE COLOR CODED: PURPLE (PANTONE 522C)
3. FOR ALL SYSTEMS, THERE SHALL BE READILY IDENTIFIABLE "RECLAIMED WATER" OR "DO NOT DRINK" NOTICES MARKING OR CODING ON DISTRIBUTION FACILITIES AND APPURTENANCES. (SEE APPLICABLE DETAIL) Index No. 40103rcSign.
4. RECLAIMED MAINS SHALL HAVE A MINIMUM OF 3 FEET OF COVER TO FINISH GRADE, UNLESS OTHERWISE SPECIFIED.
5. CONCRETE CURBS SHALL BE MARKED BY ETCHING OR CUTTING AN "R" TO SHOW LOCATIONS OF RECLAIMED WATER.
6. CONTRACTOR TO COORDINATE WITH CITY OF DELAND UTILITIES FOR CONSTRUCTION OF THE RECLAIMED MAIN SYSTEM. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARDS AND SPECIFICATIONS AND WILL BE SUBJECT TO THEIR INSPECTION & ACCEPTANCE.
7. ALL RECLAIMED WATER VALVE BOXES SHALL HAVE RECTANGULAR SHAPED COVERS, AND SHALL BE PAINTED PURPLE (PANTONE 522C).
8. ALL TRACER WIRE SHALL BE UV-STABILIZED 10 GAUGE. DIRECTIONAL BORES REQUIRED TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.

DATE: 11/07/2022 — **RECLAIMED WATER SYSTEM LAYOUT** — **R452**

City of DeLand - Standard Details



DATE: 11/07/2022 — **3" AND ABOVE RECLAIMED METER SET** — **R453**

City of DeLand - Standard Details

1. THE CITY OF DeLand's UTILITIES DEPARTMENT (386-626-7250) SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO the BEGINNING OF ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW PROPSED RECLAIMED WATER MAIN.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS IN ACCORDANCE WITH AASHTO T-180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS ARE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIPS AS WELL.
7. ALL SINGLE RESIDENTIAL RECLAIMED WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1-1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE "PURPLE" (PANTONE) IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D1248, D3350, D2239, D2737, N.S.F.-14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS. ACCEPTABLE MANUFACTURERS: ENDOT ENDOCORE RWT OR APPROVED EQUAL
8. REFER TO "NEW POTABLE AND REUSE SERVICE WHIP" R426.
9. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET.
10. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED WATER VALVE TYPES MUELLER OR CLOW:
    A. STANDARD GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER (AWWA C-500) OR RESILIENT SEAT GATE VALVES (AWWA C-509)
    B. TAPPING VALVES WITH MECHANICAL OR STAINLESS STEEL TAPPING SLEEVE.
12. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED PURPLE (PANTONE 522C) TO MAKE THEM PLAINLY DISTINGUISHABLE.
13. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.

DATE: 11/07/2022 — **RECLAIMED WATER NOTES - 1 OF 3** — **R460**

City of DeLand - Standard Details

14. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
15. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 48 HOURS PRIOR TO BEGINNING OF ANY FULL-DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA POTABLE WATER STANDARDS. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN.
16. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIMED MAINS IN EXCESS OF 4" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
17. RECLAIMED WATER MAINS SHALL BE PVC AWWA CLASS C-900 OR C-905, CL 150 (COLOR: "PURPLE" PANTONE 522C) OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED UNLESS APPROVED OTHERWISE BY THE CITY.
18. ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. <u>IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.</u>
19. MEGALUGS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES. SEE DETAILS W408 AND W409.
20. GRIPPER RING GASKETS BY ROMAC MAY BE USED AS APPROPRIATE FOR RESTRAINING PRESSURE PIPE TO FITTINGS, VALVES, ETC.
21. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE CITY OF DeLand UTILITIES AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
22. ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR "PURPLE" (PANTONE 522C) COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE PANTONE 522C POLYETHYLENE.
23. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "R". VALVES AND BLOW-OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY AN "X" SET INTO THE CURB.
24. RECLAIM WATER SERVICES SHALL BE NORMALLY DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES NEED TO BE OFFSET, DUE TO SEWER LATERAL CONNECTION. 1" SINGLE SERVICES SHALL BE SPECIFIED, THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 4.0'.

DATE: 11/07/2022 — **RECLAIMED WATER NOTES - 2 OF 3** — **R461**

City of DeLand - Standard Details

25. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF THREE (3) FEET (OUTSIDE TO OUTSIDE), TEN (10) FEET PREFERRED. A MINIMUM VERTICAL SEPARATION OF SIX (6) INCHES, IF WATER MAIN IS ABOVE STORM, SAN. SEW. & RECLAIMED MAINS. A MINIMUM VERTICAL SEPARATION OF EIGHTEEN (18) INCHES, IF WATER MAIN IS BELOW STORM, SAN. SEW. & RECLAIMED MAINS. (Ref Detail W420)
26. <u>NO RECLAIMED WATER HOSE BIBBS ARE PERMITTED.</u>
27. A 75-FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS REUSE WETTED AREAS TO ANY PUBLIC AND ANY PRIVATE POTABLE WATER SUPPLY WELLS.
28. LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 100 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
29. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CONTRACTOR AND WITNESSED BY THE CITY INSPECTOR. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRED A MINIMUM 48 HOUR NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE CITY'S UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE DAY, UNLESS ALTERNATE TIMES HAVE BEEN APPROVED BY THE CITY.
30. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
31. ALL WORK PERFORMED UPON RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY, SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
32. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL PROVIDE DIMENSION OF THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
33. ALL HDPE PIPE RECLAIMED WATER MAINS SHALL BE SDR 11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP TO WHICH IT IS ATTACHED.
34. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
35. <u>RECLAIMED WATER HYDRANTS ARE NOT ALLOWED BY THE CITY.</u>
36. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT "NEW" SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITIES SERVICE AREA.
37. LARGE RECLAIMED WATER METERS GREATER THAN 2" TAKES A MINIMUM OF 6 WEEKS FOR DELIVERY. IN ADDITION, ALL METERS AND VAULTS GREATER THAN 2" SHALL BE INSTALLED BY THE OWNER/ DEVELOPER OR CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY, AFTER ALL FEES HAVE BEEN PAID.
38. TYPICALLY, THE CITY PREFERS DOUBLE SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
39. ALL RECLAIMED WATER VALVE BOXES SHALL HAVE RECTANGULAR SHAPED COVERS, AND SHALL BE PAINTED "PURPLE" (PANTONE 522C) AND LABELED REUSE OR RECLAIM.
40. NO DIRECTIONAL BORES ON FRIDAYS, WEEKENDS OR HOLIDAYS. PULL BACKS ARE ALLOWED.

NOTE: DIP = DUCTILE IRON PIPE

DATE: 11/07/2022 — **RECLAIMED WATER NOTES - 3 OF 3** — **R462**

City of DeLand - Standard Details

CITY OF DELAND, FLORIDA

1102 S. GARFIELD AVENUE, DELAND, FLORIDA 32724

DATE: 11/07/2022
CHECKED BY: NAME
SCALE: NOT TO SCALE
DRAWN BY: ERIC SAMPSON

TITLE: RECLAIMED WATER DETAILS

FILE: drive letter/details locations

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:__________

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POINTE GRAND APARTMENTS

DELAND, FLORIDA

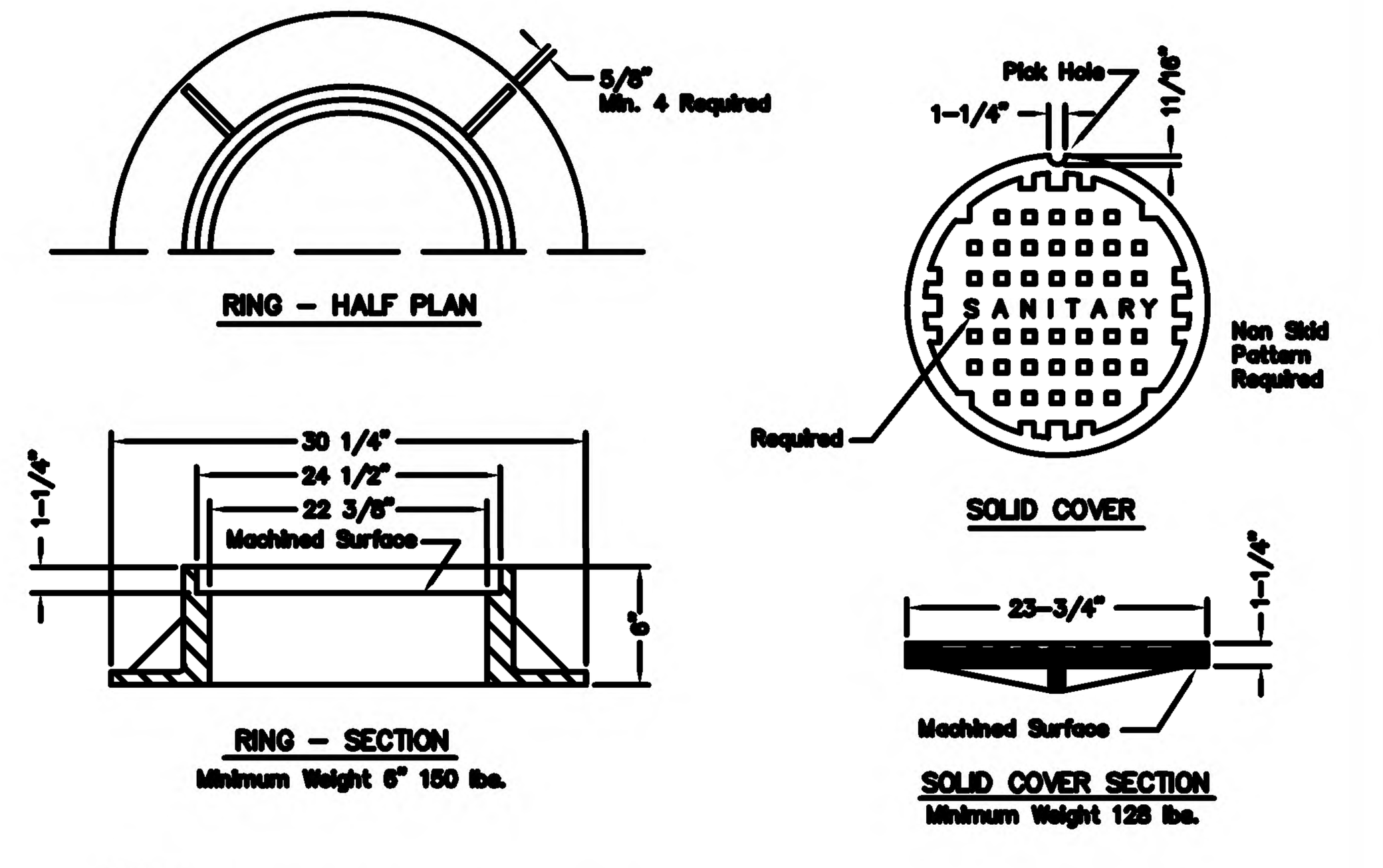
UTILITY DETAILS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #:
C14.3

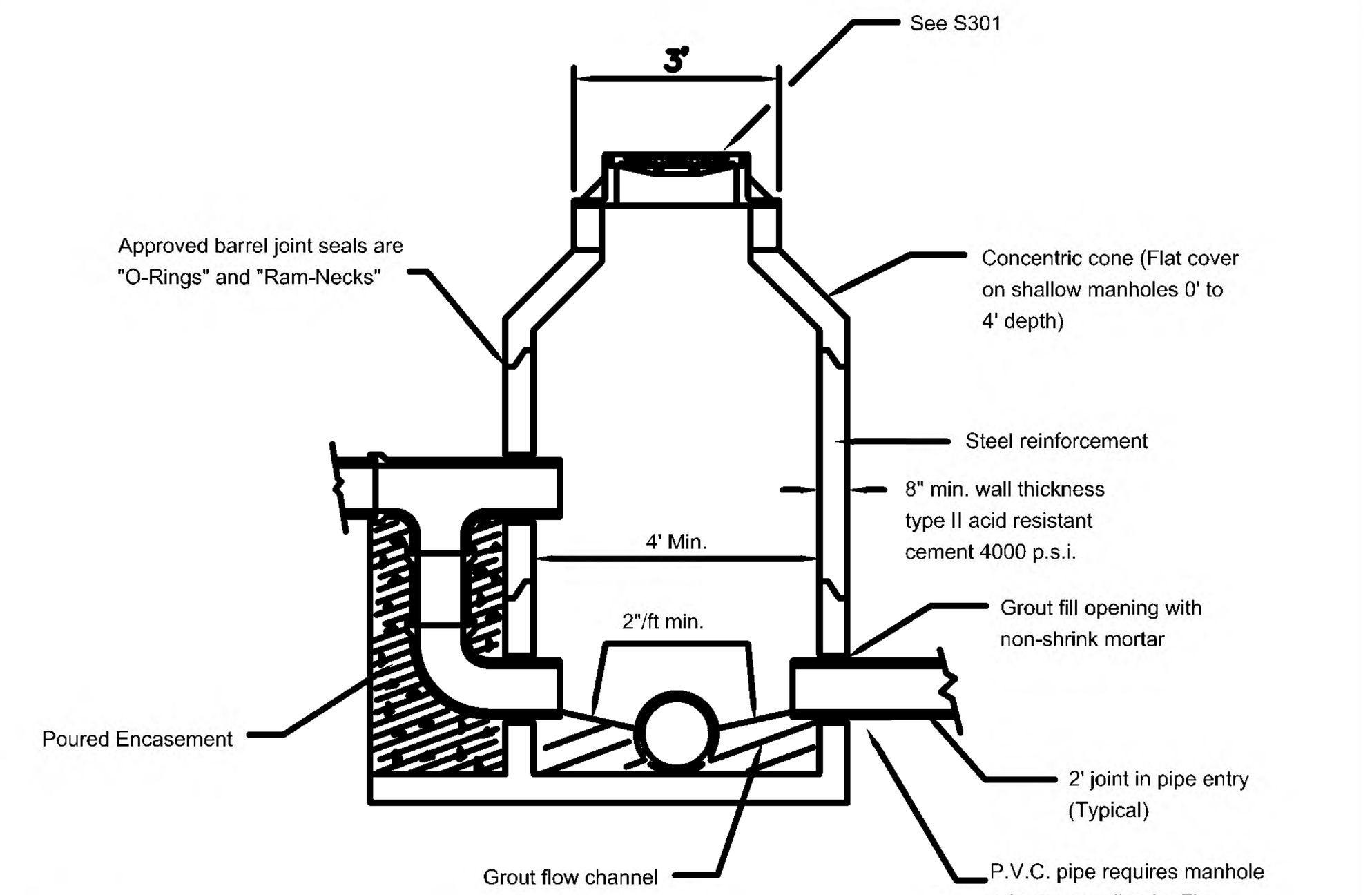
G:\37501 - Hillpointe Deland\37501 14.0-14.5 UTILITY DETAILS.dwg (04) Plotted on: Jul 31, 2023 - 3:33pm by tfobe



NOTE:
Manufacturers model of storm ring and cover to be approved by City Engineer.

DATE: 11/07/2022 — **SANITARY MANHOLE COVER - USF 170-E** — **S301**

City of DeLand - Standard Details



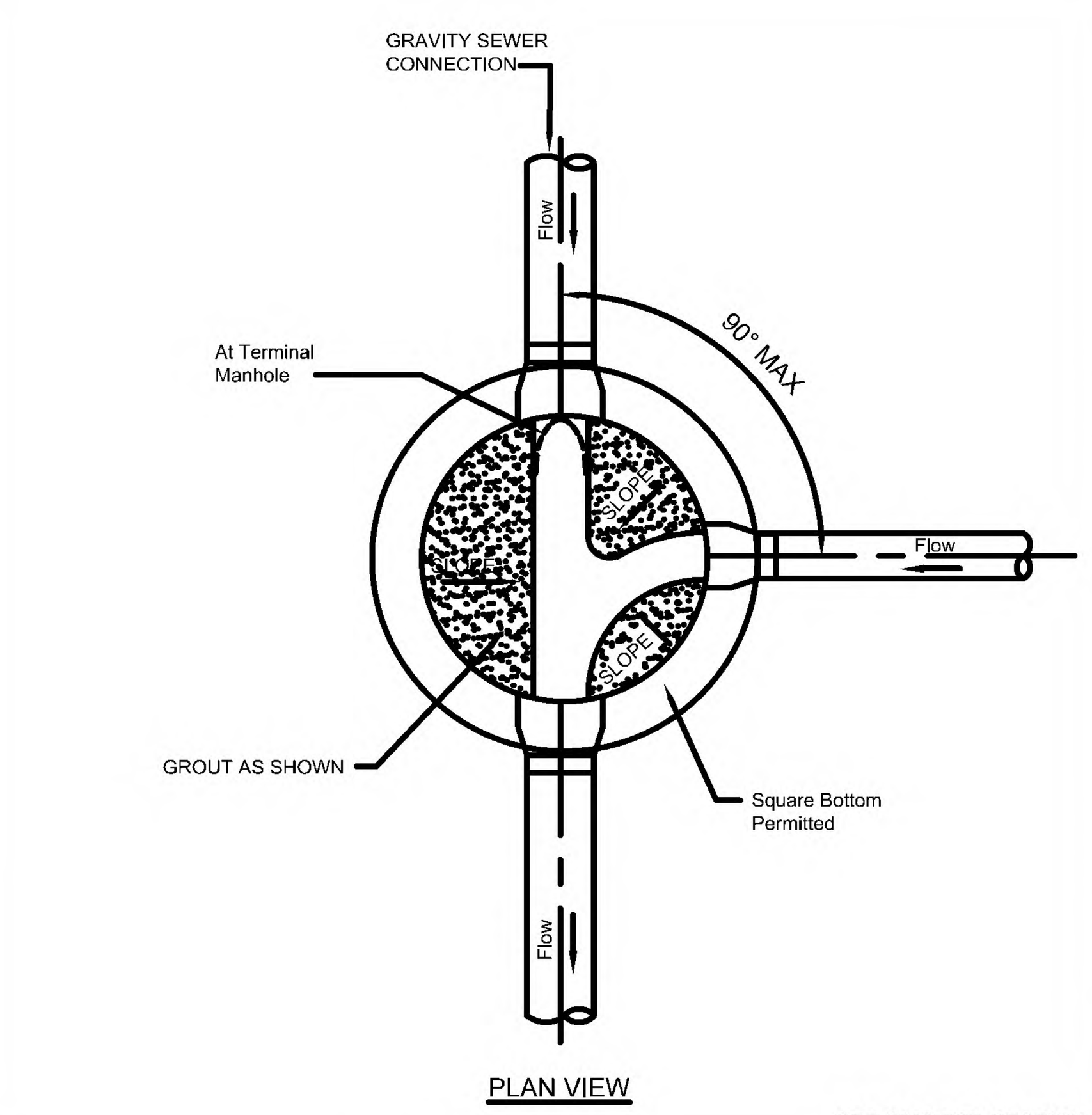
NOTES

1. Precast manhole drop may be approved by City Engineer. Shop drawing submittal required.
2. Drop required when 2' or over.
3. Manholes shall have an interior and exterior coating of at least 15 mils dry thickness PROLO EP214-351 Epoxi-Mastic
4. Polymer concrete manholes are accepted upon review and approval by the City of DeLand Engineering Dept.

SEE S303 FOR PLAN VIEW

DATE: 11/07/2022 — **SANITARY MANHOLE** — **S302**

City of DeLand - Standard Details



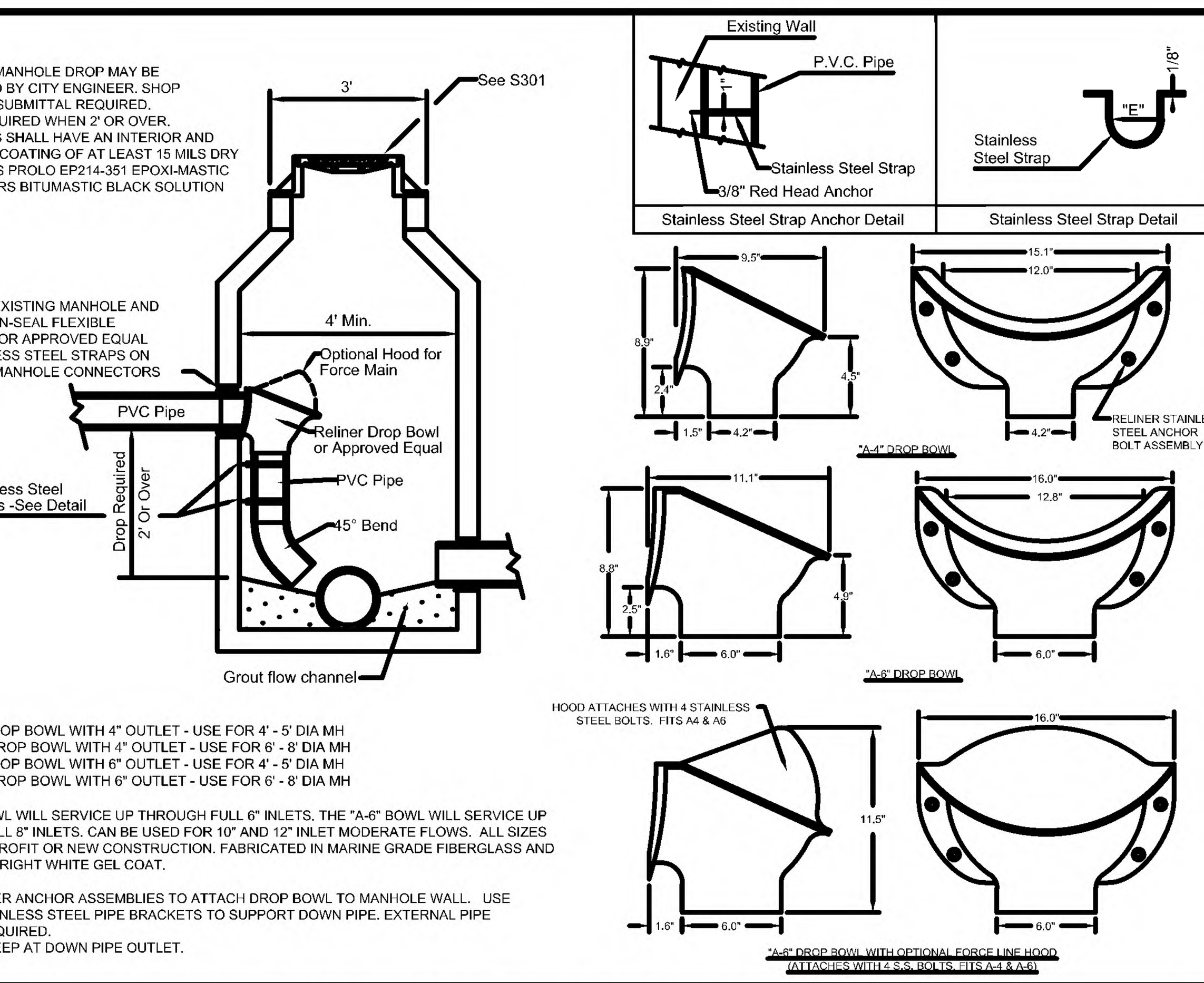
SEE S302 FOR SECTION

DATE: 11/07/2022 — **SANITARY MANHOLE** — **S303**

City of DeLand - Standard Details

NOTES
1. PRECAST MANHOLE DROP MAY BE APPROVED BY CITY ENGINEER. SHOP DRAWING SUBMITTAL REQUIRED.
2. DROP REQUIRED WHEN 2' OR OVER.
3. MANHOLES SHALL HAVE AN INTERIOR AND EXTERIOR COATING OF AT LEAST 15 MILS DRY THICKNESS PROLO EP214-351 EPOXI-MASTIC OR KOPPERS BITUMASTIC BLACK SOLUTION 300M.

CORE BORE EXISTING MANHOLE AND INSTALL KOR-N-SEAL FLEXIBLE CONNECTOR OR APPROVED EQUAL WITH STAINLESS STEEL STRAPS ON ALL PIPE TO MANHOLE CONNECTORS (TYP.)



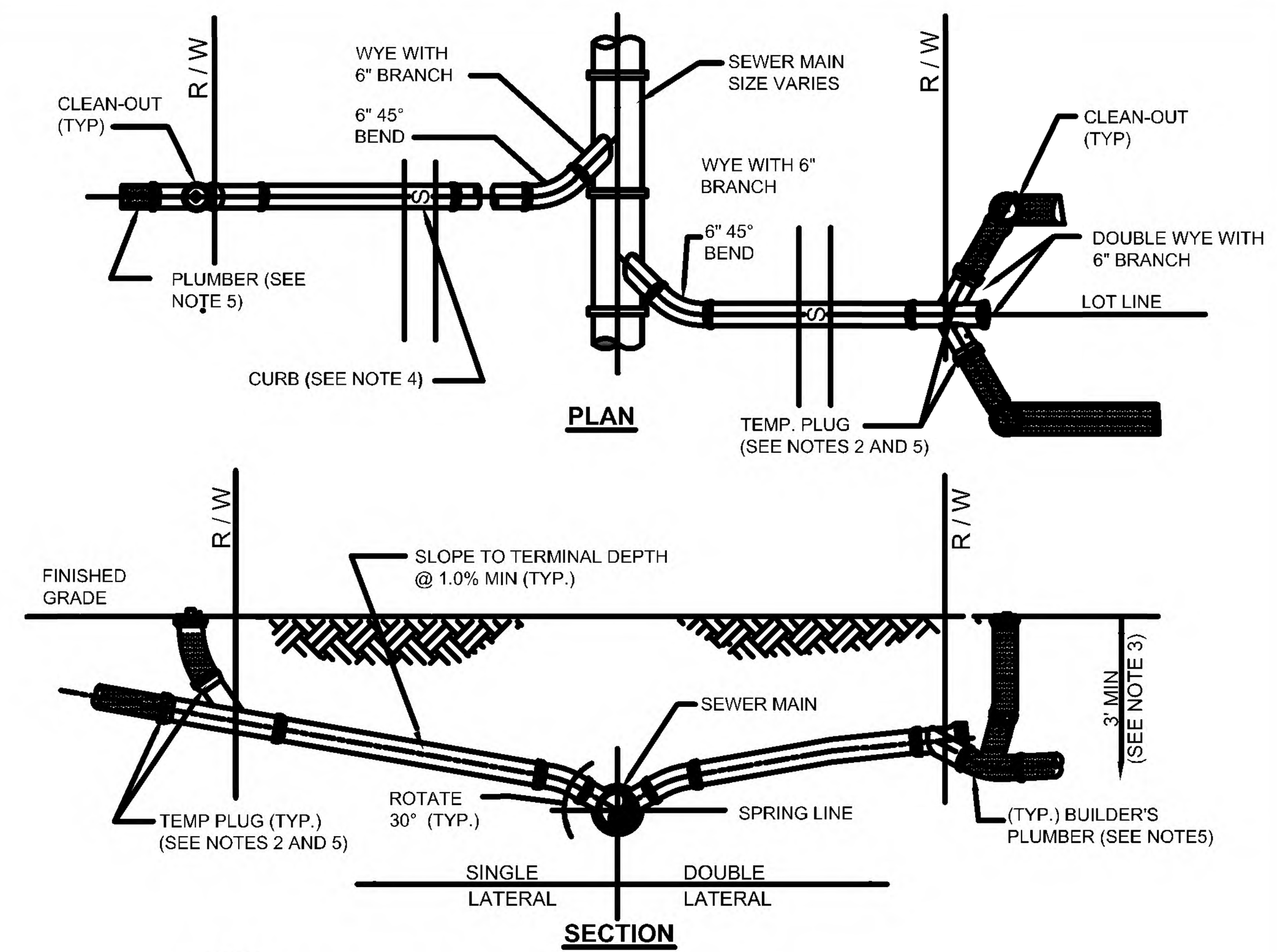
MODEL #
A4DB - 12" DROP BOWL WITH 4" OUTLET - USE FOR 4' - 5' DIA MH
A4R96 - 12" DROP BOWL WITH 4" OUTLET - USE FOR 6' - 8' DIA MH
A6DB - 12" DROP BOWL WITH 6" OUTLET - USE FOR 4' - 5' DIA MH
A6R96 - 12" DROP BOWL WITH 6" OUTLET - USE FOR 6' - 8' DIA MH

THE "A-4" BOWL WILL SERVICE UP THROUGH FULL 6" INLETS. THE "A-6" BOWL WILL SERVICE UP THROUGH FULL 8" INLETS. CAN BE USED FOR 10" AND 12" INLET MODERATE FLOWS. ALL SIZES ARE FOR RETROFIT OR NEW CONSTRUCTION. FABRICATED IN MARINE GRADE FIBERGLASS AND FINISHED IN BRIGHT WHITE GEL COAT.

USE 4 RELINER ANCHOR ASSEMBLIES TO ATTACH DROP BOWL TO MANHOLE WALL. USE RELINER STAINLESS STEEL PIPE BRACKETS TO SUPPORT DOWN PIPE. EXTERNAL PIPE COUPLER REQUIRED.
PROVIDE SWEEP AT DOWN PIPE OUTLET.

DATE: 11/07/2022 — **SANITARY MANHOLE - INSIDE DROP FOR GRAVITY & FORCEMAIN** — **S304**

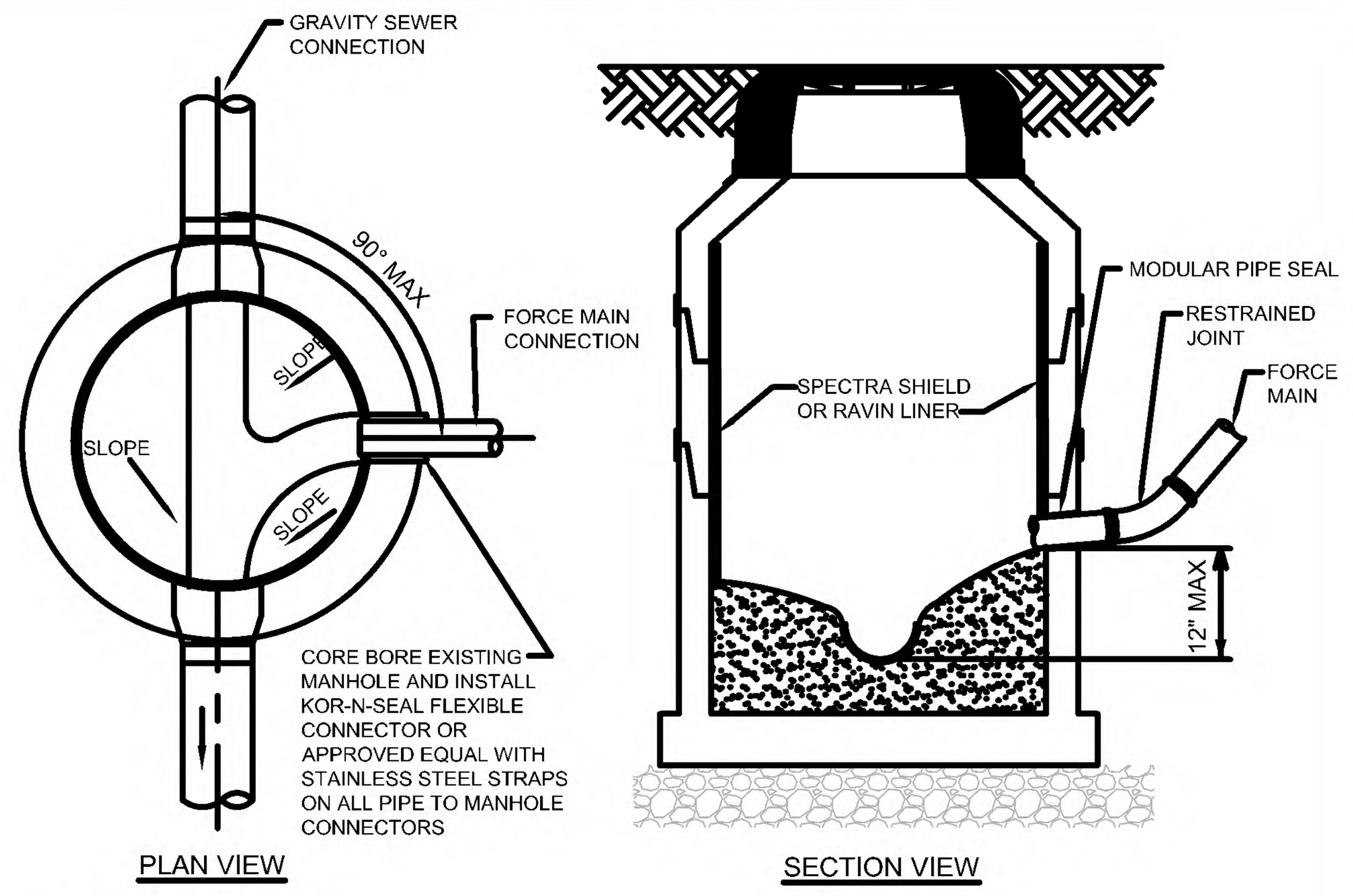
City of DeLand - Standard Details



NOTES:
1. INVERT OF SERVICE LATERAL MUST BE ABOVE SPRING LINE.
2. SERVICE LATERAL SHALL BE CAPPED BY THE CONTRACTOR.
3. WYE SHALL BE NO SHALLOWER THAN 3-FEET AND NO DEEPER THAN 5-FEET.
4. CUT OR CAST "S" IN CONCRETE CURB AT SEWER LATERAL LOCATION AND PAINT GREEN.
5. PLUMBER SHALL REMOVE PLUG, INSTALL CLEAN-OUT, AND CONNECT SERVICE LATERAL TO HOUSE.

DATE: 11/07/2022 — **SANITARY SERVICE LATERIALS** — **S305**

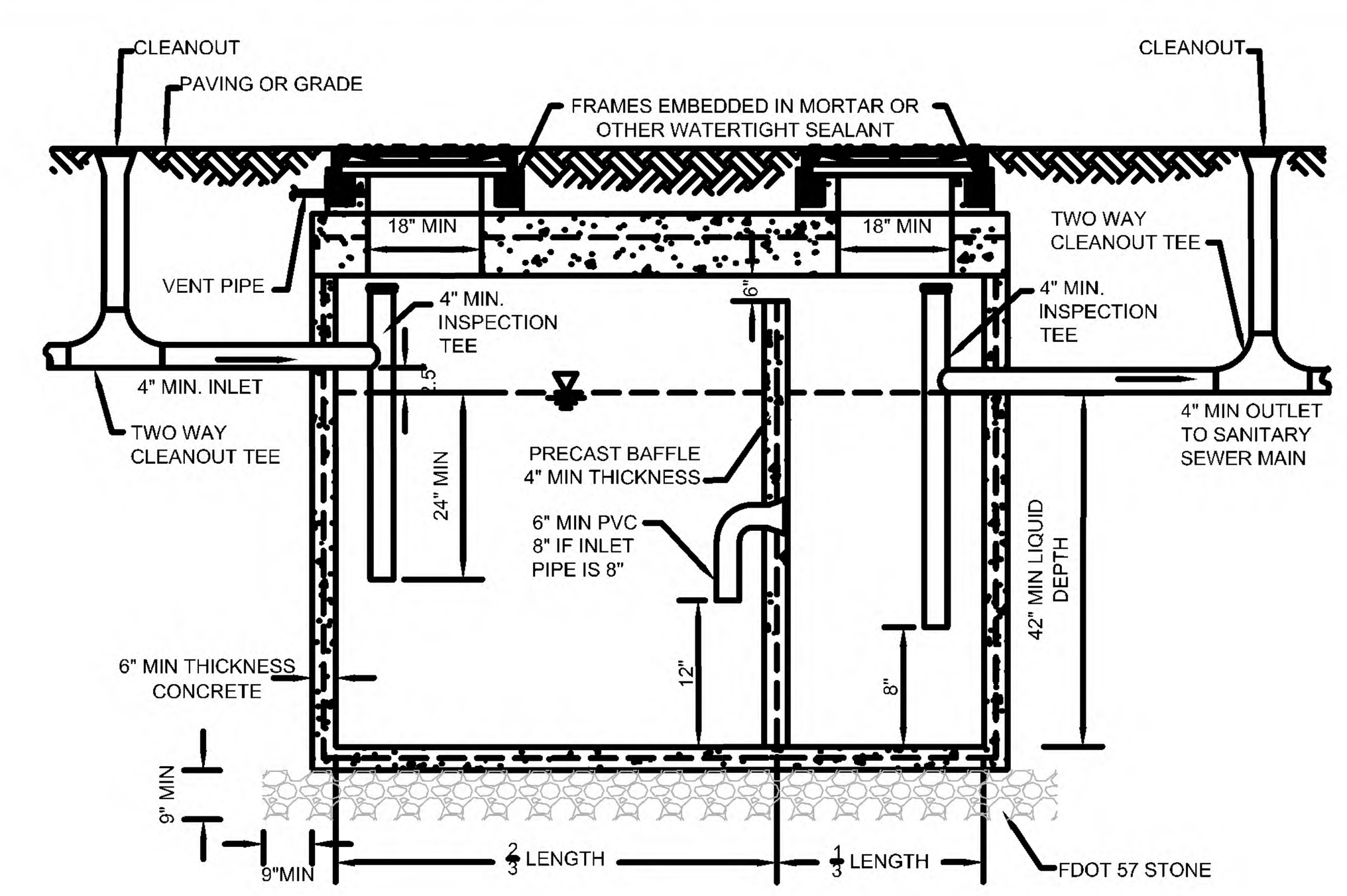
City of DeLand - Standard Details



NOTES:
1. FORCE MAIN ORIENTED TO FACILITATE FLOW AND SHALL ENTER MANHOLE WITHIN 1' ABOVE INVERT OF THE EFFLUENT PIPE.
2. BENCH AS REQUIRED FOR NEW FORCE MAIN.
3. MANHOLE RECEIVING FORCE MAIN AND NEXT MANHOLE SHALL BE LINED. EXISTING MANHOLES RECEIVING FORCE MAIN SHALL BE LINED WITH SPECTRA SHIELD OR RAVIN.
4. CONTRACTOR TO COORDINATE THE PRESENCE OF UTILITIES INSPECTOR DURING CORING AND CONNECTIONS TO EXISTING MANHOLES.

DATE: 11/07/2022 — **FORCE MAIN TO GRAVITY SEWER CONNECTION** — **S306**

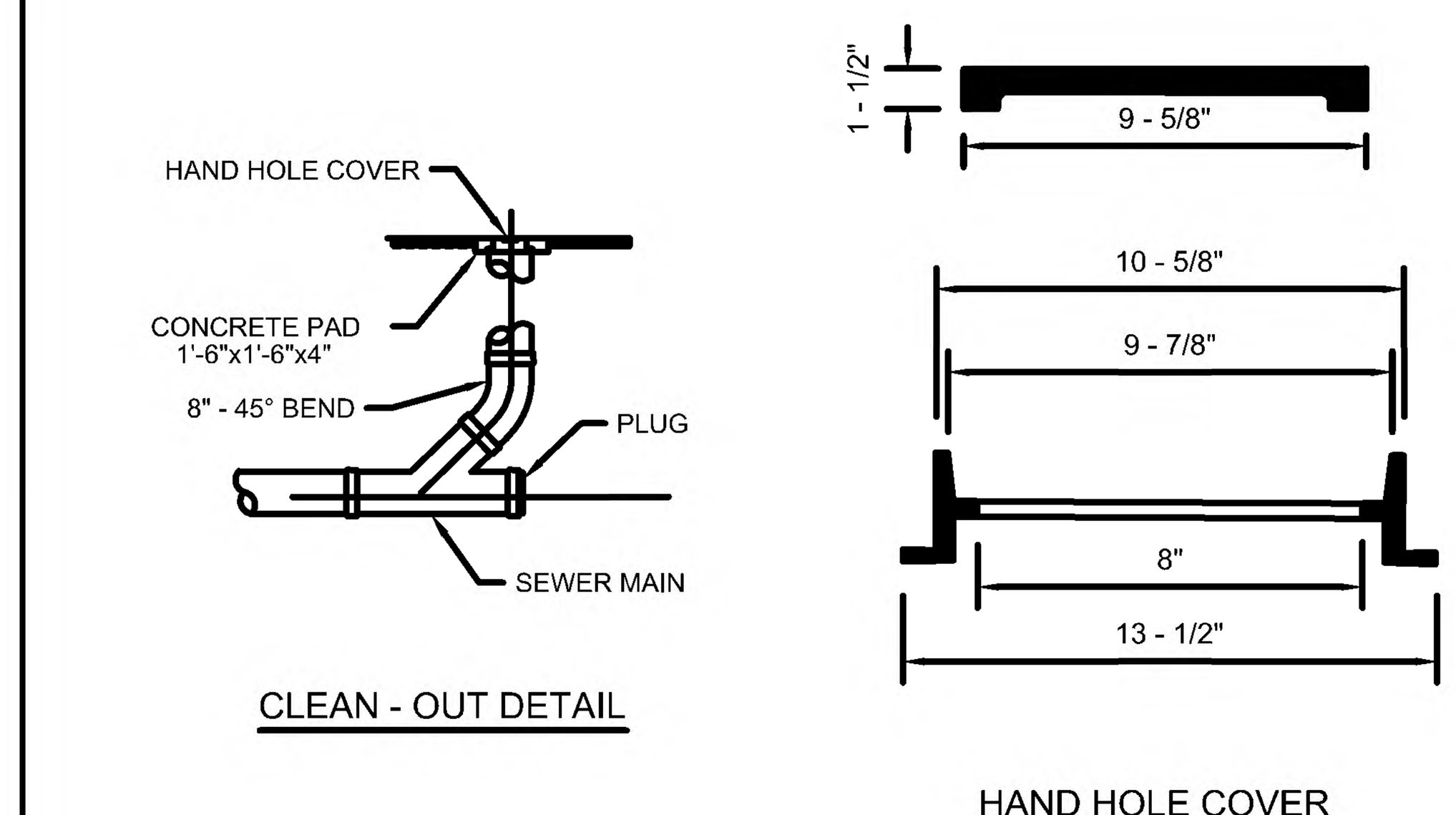
City of DeLand - Standard Details



NOTES:
1. SPECIFIC DESIGN DETAILS MUST IN ALL ASPECTS MEET APPLICABLE FLORIDA PLUMBING AND ADMINISTRATIVE CODE.
2. SIZE GREASE INTERCEPTOR - MINIMUM SIZE 750 GAL; MAXIMUM SIZE 1250 GAL.
3. INTERCEPTORS SHALL BE WATER AND GAS TIGHT.
4. ALL FIXTURES LOCATED IN FOOD AND BEVERAGE PREPARATION AREAS SHALL BE ROUTED THOUGH GREASE INTERCEPTOR. RESTROOM WASTE SHALL NOT BE ROUTED THROUGH INTERCEPTOR.
5. BAFFLE REQUIRED; ALTERNATIVE DESIGNS ARE ACCEPTABLE THAT MEET FLORIDA PLUMBING AND ADMINISTRATIVE CODE.
6. LOADS:COVER TO MEET H-20 TRUCK WHEELS WITH 30% IMPACT PER AASHTO. TRAFFIC BEARING FRAME AND COVER TO MEET FDOT STANDARDS AND SHALL BE IMPRINTED WITH THE WORDS "GREASE TRAP".

DATE: 11/07/2022 — **GREASE TRAP** — **S307**

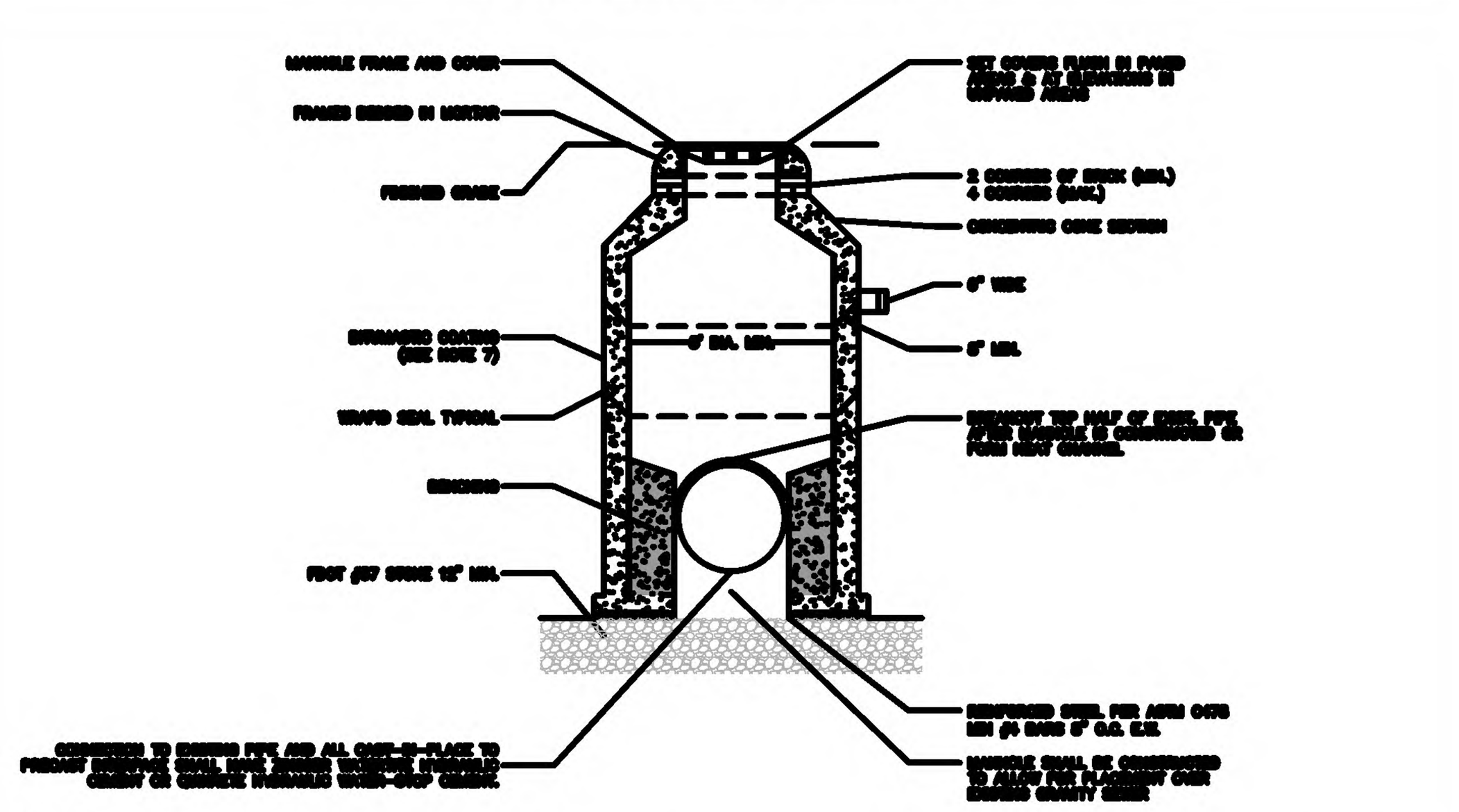
City of DeLand - Standard Details



NOTE: HAND HOLE COVER TO BE U.S. FOUNDRY 7621 OR EQUAL

DATE: 11/07/2022 — **CLEAN - OUT** — **S308**

City of DeLand - Standard Details



NOTES:

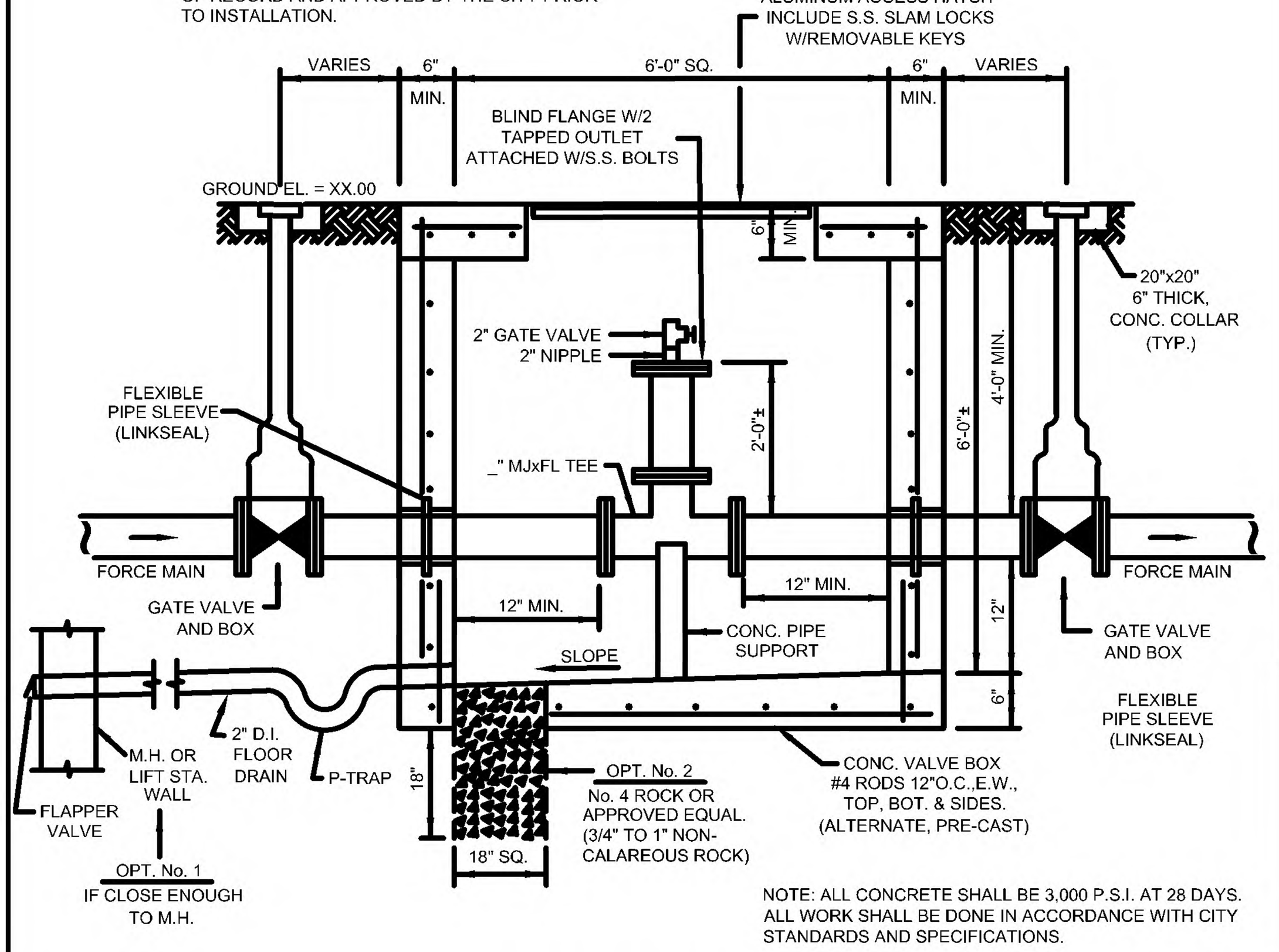
1. DOGHOUSE OPENING MAY ONLY BE USED WHEN PLACING A NEW MANHOLE OVER AN EXISTING LINE; OTHERWISE, THE OPENING MUST BE CAST. SIZE, LOCATION AND ANGLE OF ENTRY SHOULD BE AS REQUIRED BY THE PLANS.
2. OPENINGS IN PRE-CAST UNITS ARE TO BE 4" MINIMUM TO 8" MAXIMUM LARGER THAN THE OUTSIDE DIAMETER OF THE PROPOSED PIPE.
3. MANHOLE COVERS TYPICAL FOR ALL FRAME TYPES.
4. WRAPID SEAL MUST BE USED ON ALL JOINTS, CASTINGS AND RISER RINGS; ON ALL JOINTS ON ROUND AIR RELEASE AND ROUND MANHOLE STRUCTURES.
5. WRAPID SEAL MUST BE USED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
6. MAX. MANHOLE DEPTH SHALL BE 15' TO LOWEST PIPE INVERT.
7. MANHOLES SHALL HAVE AN INTERIOR AND EXTERIOR COATING OF AT LEAST 15 MILS DRY THICKNESS PROLO EP214-351 EPOXI-MASTIC OR KOPPERS BITUMASTIC BLACK SOLUTION 300M.
8. POLYMER CONCRETE MANHOLES ARE ACCEPTED UPON REVIEW AND APPROVAL BY THE CITY OF DELAND ENGINEERING DEPT.

DATE: 11/07/2022 — **DOGHOUSE MANHOLE** — **S309**

City of DeLand - Standard Details

NOTE: ANY CHANGES MADE ON THE ABOVE DETAIL FOR VALVE BOX, PIPE, FITTINGS, VALVES AND TYPES, ETC., SHALL BE DETERMINED BY THE ENGINEER OF RECORD AND APPROVED BY THE CITY PRIOR TO INSTALLATION.

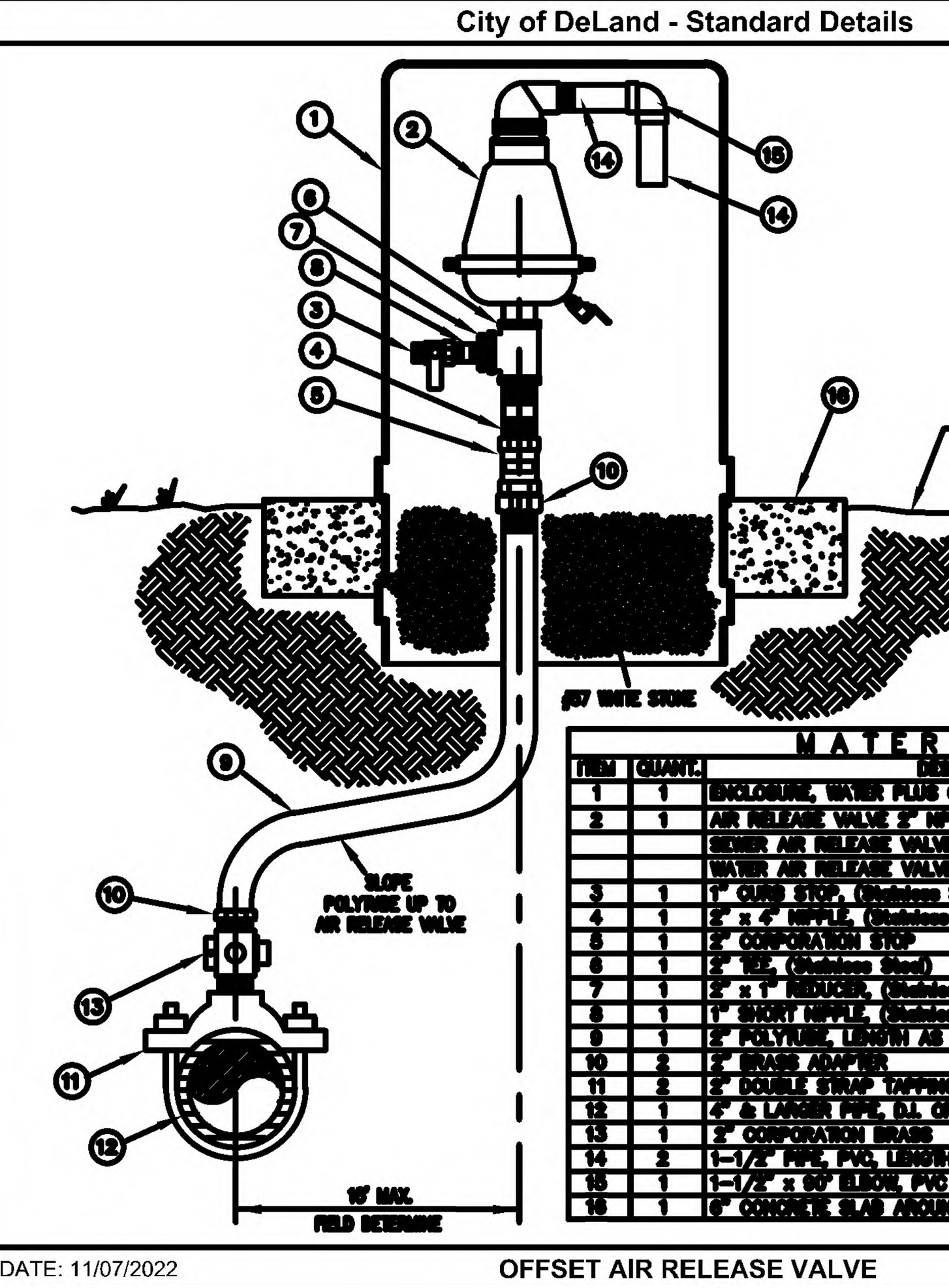
NOTE: TOP SLAB & LID SHALL BE TRAFFIC BEARING IF IN R/W.



NOTE: ALL CONCRETE SHALL BE 3,000 P.S.I. AT 28 DAYS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.

DATE: 11/07/2022 — **POLY PIG LAUNCHER** — **S310**

City of DeLand - Standard Details

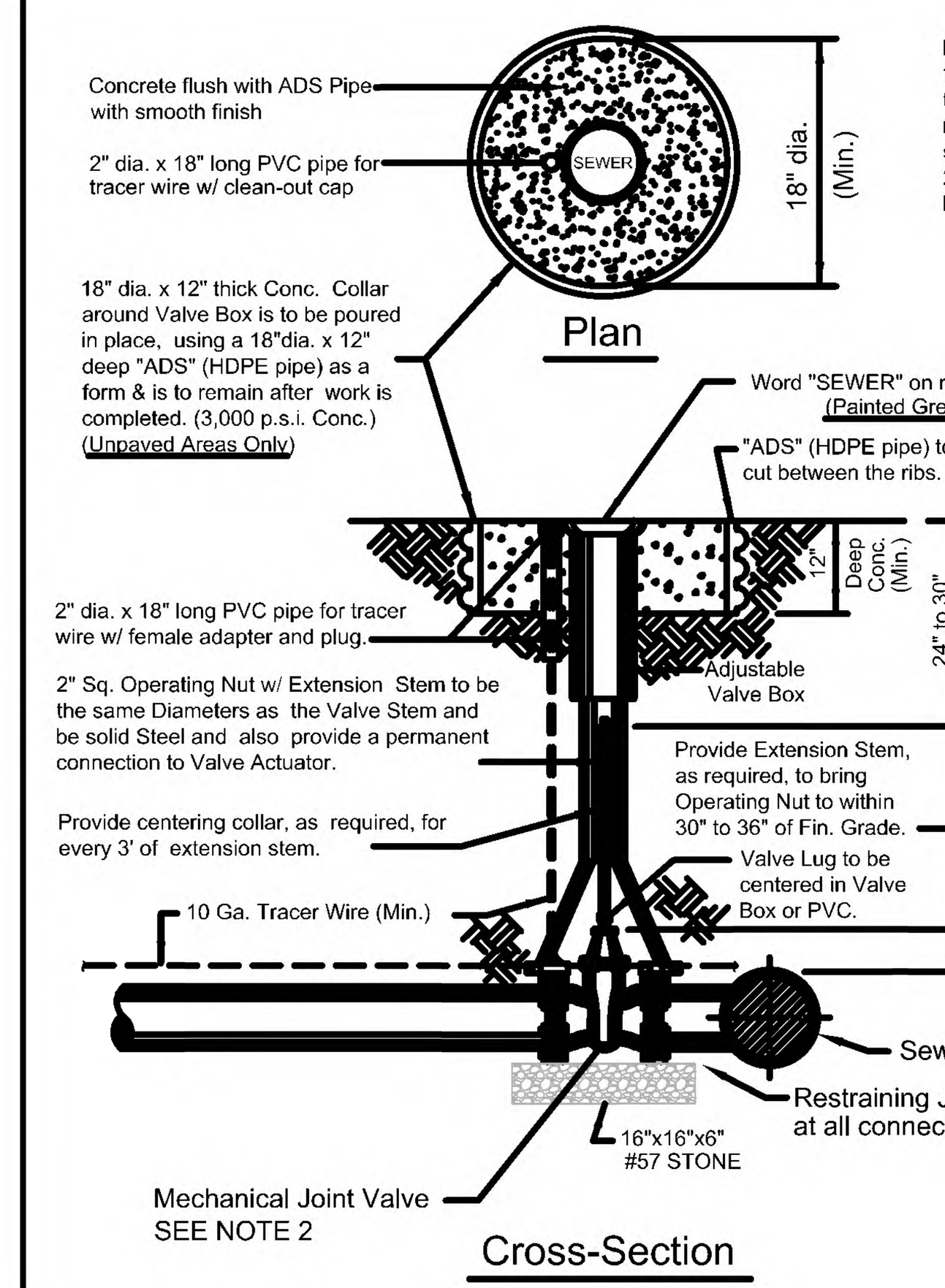


MATERIALS

ITEM	QUANT.	DESCRIPTION
1	1	ENCLOSURE, WATER PLUG CORPORATION MODEL #J31632
2	1	AIR RELEASE VALVE 2" NPT, ARI MODEL D-025 P
		SEWER AIR RELEASE VALVES SHALL BE ARI MODEL D-025 P
		WATER AIR RELEASE VALVES SHALL BE VALMATIC OR EQUAL
3	1	1" CURB STOP, (Stainless Steel)
4	1	2" x 4" NIPPLE, (Stainless Steel)
5	1	2" CORPORATION STOP
6	1	2" TEE, (Stainless Steel)
7	1	2" x 1" REDUCER, (Stainless Steel)
8	1	1" SHORT NIPPLE, (Stainless Steel)
9	1	2" POLYTUBE, LENGTH AS REQUIRED
10	2	2" BRASS ADAPTER
11	2	2" DOUBLE STRAP TAPPING SADDLE, (Stainless Steel)
12	1	4" & LARGER PIPE, D.I. OR PVC (DR-18)
13	1	2" CORPORATION BRASS
14	2	1-1/2" PIPE, PVC, LENGTH AS REQUIRED
15	1	1-1/2" x 90° ELBOW, PVC
16	1	6" CONCRETE SLAB AROUND ENCLOSURE

DATE: 11/07/2022 — **OFFSET AIR RELEASE VALVE** — **S311**

City of DeLand - Standard Details



Notes:
1. All tracer wire shall be 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire. Wire length must have enough slack to be extended a minimum of 18" above grade for use.
2. Mechanical Joint Valve shall be manufactured by Clow, Mueller, Kennedy, or American Flow Control.

DATE: 11/07/2022 — **FORCE MAIN VALVE SETTING** — **S315**

City of Deland - Standard Details

CITY OF DELAND, FLORIDA
1102 S. GARFIELD AVENUE, DELAND, FLORIDA 32724

DATE: 11/07/2022
CHECKED BY: NAME
SCALE: NOT TO SCALE
DRAWN BY: ERIC SAMPSON

TITLE: *SANITARY DETAILS*

FILE: *drive letter/details locations*

PAGE 2 OF 5

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
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www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:________________

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POINTE GRAND APARTMENTS

DELAND, FLORIDA

UTILITY DETAILS

REVISIONS

DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY: FE — DATE: 03/06/23
CHECKED BY: DE — JOB #: 37501

SHEET #: C14.4

G:\37501 – Hillpointe Deland\37501 14.0-14.5 UTILITY DETAILS.dwg (05) Plotted on: Jul 31, 2023 – 3:33pm by tfobe

3M LOCATING MARKER BALLS PROGRAMMABLE AND NON-PROGRAMMABLE NOTES:

- Programmable and Non-Programmable Marking Balls will be used on all Sewer, Potable and Reclaim projects
- For information on the Programmable and Non-Programmable Balls that the City requires see spec sheet for details
- Programmable Balls will be placed at all fittings ie. Tees, Couplings, 90, 45, and 22.
- Information will be recorded on a spread sheet. For information that needs to be recorded see spec sheet for an example template for the 3M Marker Balls
- Non-Programmable Marking Balls will used as follow:

- Potable: End of Service Line when buried
- Wastewater: Ball will be placed at the curb line to mark lateral location prior to end of service.
- Reclaim: End of Service Line when buried

- Desired bury depth is 1.5 feet to 3 feet. Five foot is the maximum depth for these devices

1420-LOCATER FOR MARKER BALLS

3M™ Dynatel™ Electronic Marker System (EMS) Marker Locators 1420 series is microprocessor-based systems that quickly and efficiently locate underground markers—years after construction or maintenance. -

The 3M™ Dynatel™ 1420 Marker Locators are designed to be accurate, fast and integrated allowing you to accurately and easily:

• Locate, read and write to 3M iD markers

• Pinpoint the depth and location of all existing models of properly installed underground passive EMS markers

• Conduct direct depth reading of markers

• Locate two different marker frequencies simultaneously

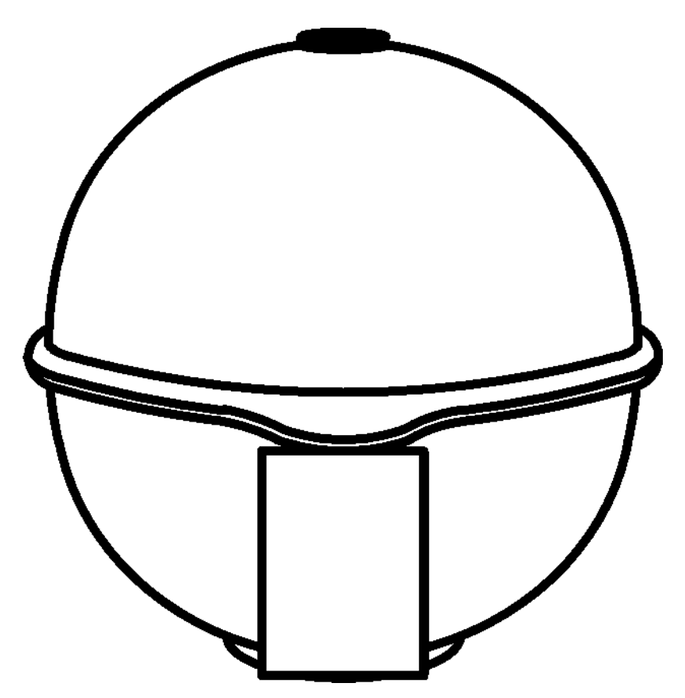
Specifications

2200RB Rechargeable Battery Not Included
Cable/Pipe Locate No
Carrying Bag Included No
Coupler Size No Coupler
Direct Connect Cable N/A
EMS Caution Tape Finding Capability No
Family 1420 Series
Fault Finding Capability No

2200RB Rechargeable Battery Not Included
Cable/Pipe Locate No
Carrying Bag Included No
Coupler Size No Coupler
Direct Connect Cable N/A
EMS Caution Tape Finding Capability No
Family 1420 Series
Fault Finding Capability No
Locator Type Marker

3M DYNATEL LOCATING AND MARKING ELECTRONIC MARKER SYSTEM:

1423-XR/ID-POTABLE



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

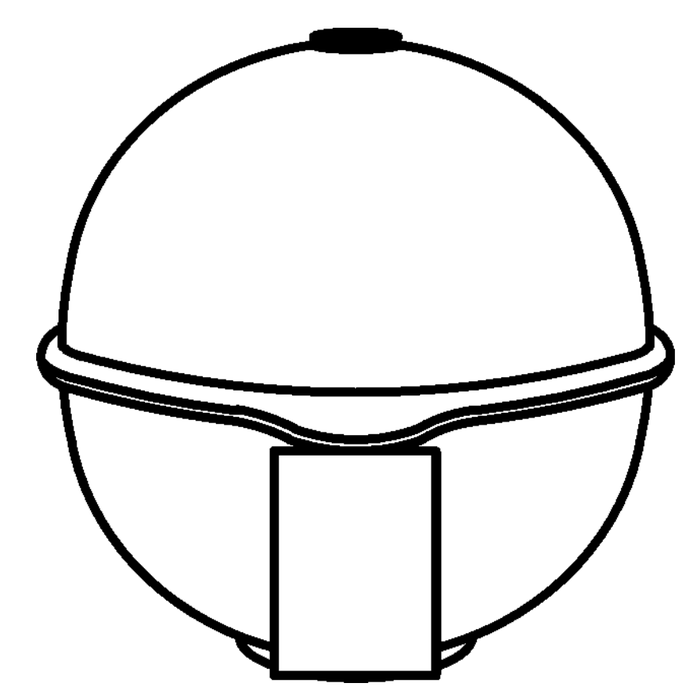
Featured Benefits

- Positive identification of underground water facilities
- iD Marker allows for programming of customer specific information
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	BLUE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
PROGRAMMABLE/PASSIVE:	PROGRAMMABLE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1424-XR/ID-SEWER



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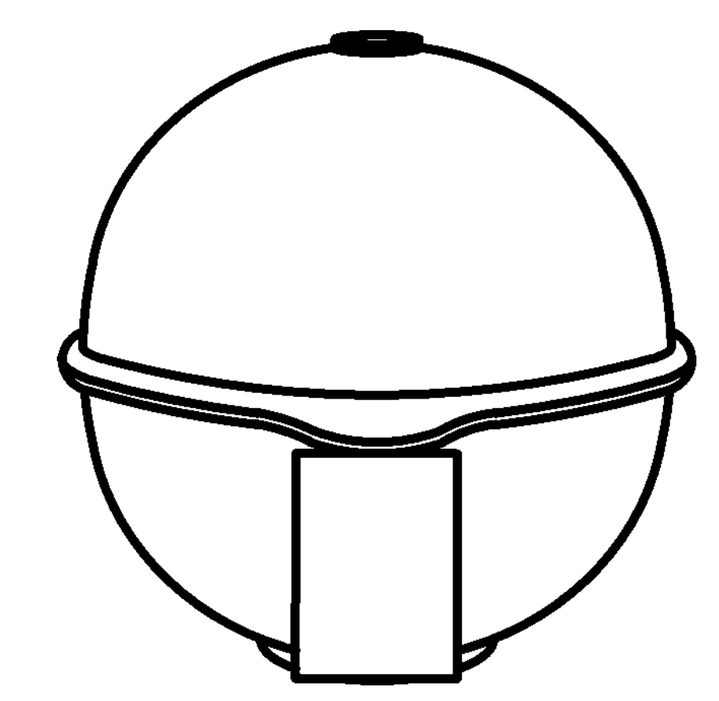
Featured Benefits

- Positive identification of underground wastewater facilities
- iD Marker allows for programming of customer specific information
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	GREEN
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PROGRAMMABLE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1428-XR/ID-RECLAIMED



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

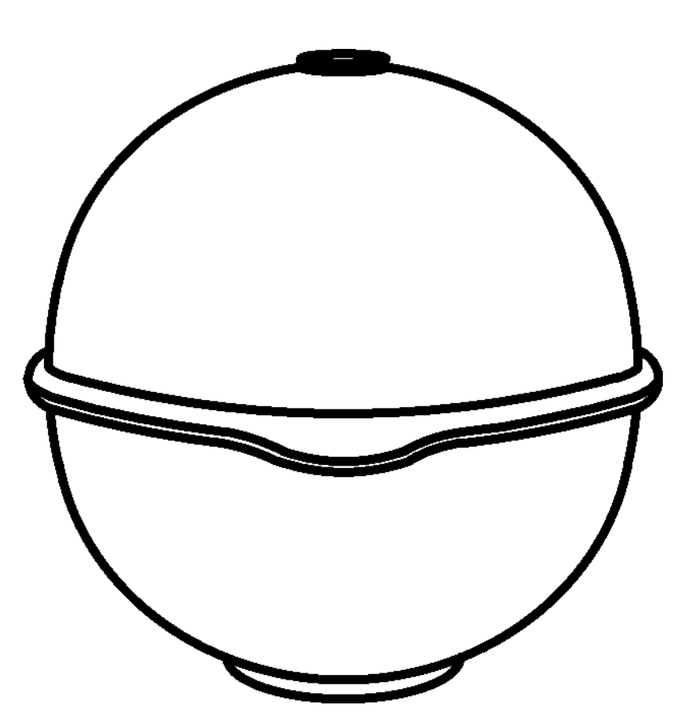
Featured Benefits

- Positive identification of underground general purpose / reclaimed water facilities
- iD Marker allows for programming of customer specific information
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	PURPLE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PROGRAMMABLE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1403-XR-POTABLE



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

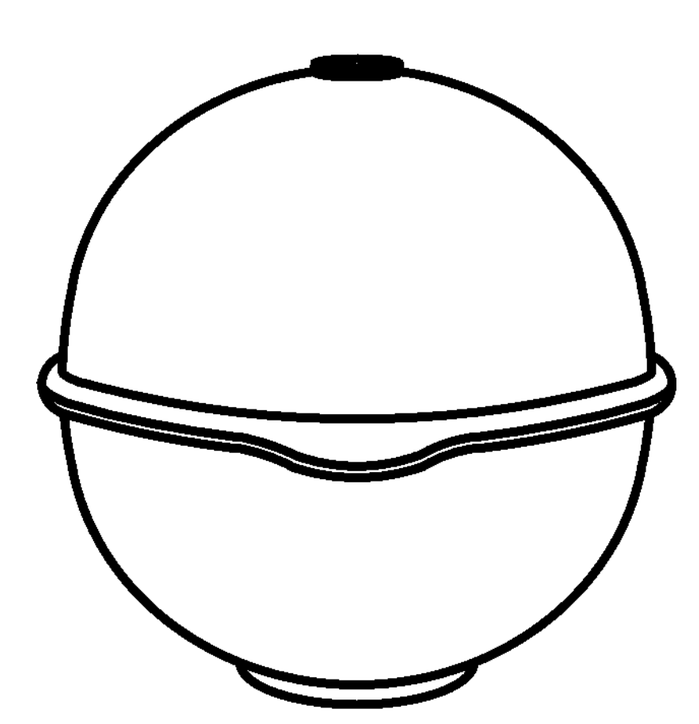
Featured Benefits

- Positive identification of underground water facilities
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	BLUE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PASSIVE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1404-XR-SEWER



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

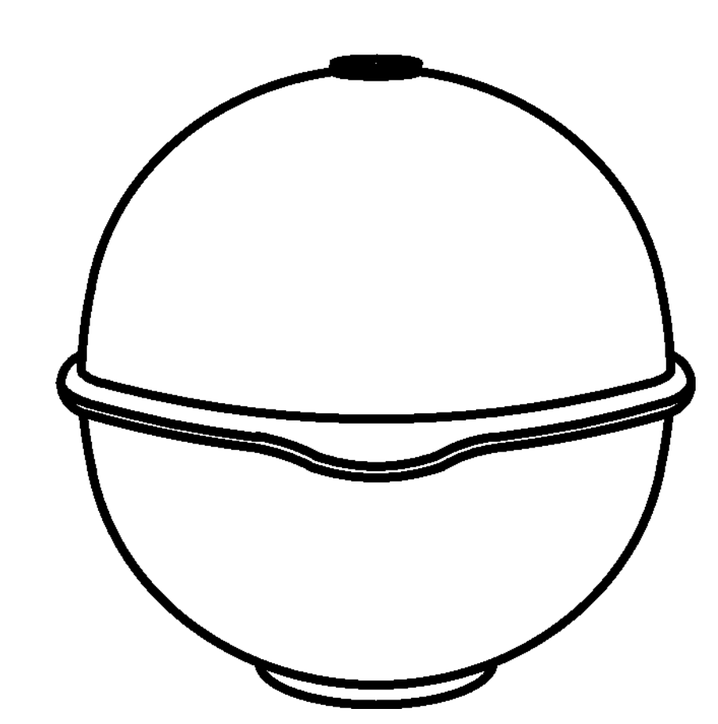
Featured Benefits

- Positive identification of underground wastewater facilities
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	GREEN
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PASSIVE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

1408-XR-RECLAIMED



The 3M™ EMS Extended-Range Ball Markers have a self-leveling design providing accurate, horizontal position regardless of how it is placed in the ground, making the job of precisely locating underground facilities easier.

Featured Benefits

- Positive identification of underground general purpose facilities
- Unique self leveling design simplifies installation
- No external power source needed
- Resistant to elements
- 5 foot (1.5 meter) detection distance
- Color conforms to APWA standards

SPECIFICATIONS:

COLOR:	PURPLE
DIAMETER (METRIC):	10.4 CM
EMS CAUTION TAPE FINDING CAPABILITY:	N/A
MARKER DEPTH:	5 FEET (1.5M)
MARKER DIMENSION (INCH):	4 INCH DIAMETER
MARKER TYPE:	BALL
NUMBER OF FREQUENCIES:	N/A
PROGRAMMABLE/PASSIVE:	PASSIVE
RANGE:	0 TO 5 LINEAR FOOT
RoHS 2011/65/EU Compliant:	UNDETERMINED
RoHS EU Comments:	CONTACT 3M FOR INFORMATION
Solution for:	ACCESS NETWORK: FTTH/FTTB/CATV
	ACCESS NETWORK: xDSL, LONG-HAUL/METRO
	LOOP NETWORK: OUTDOOR
	WIRELESS NETWORK: BACKHAUL

DE LAND FLORIDA

CITY OF DELAND, FLORIDA
1102 S. GARFIELD AVENUE, DELAND, FLORIDA 32724

SCALE: NOT TO SCALE
DATE: 11/07/2022
DRAWN BY: MARK LA GRECA
CHECKED BY: ERIC M. SAMPSON

TITLE: UTILITY MARKER BALL LOCATERS

FILE: drive letter/details locations

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:________________

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POINTE GRAND APARTMENTS

DELAND, FLORIDA

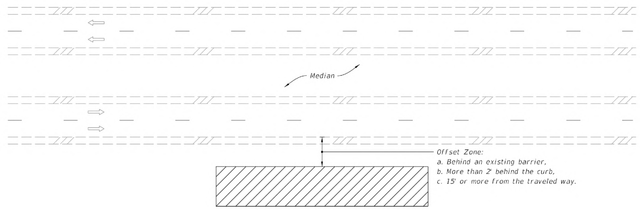
UTILITY DETAILS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #: C14.5

G:\37501 - Hillpointe Deland\37501 14.0-14.5 UTILITY DETAILS.dwg (06) Plotted on: Jul 31, 2023 - 3:33pm by tfobe



MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.
3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS:

- Work Area
- Lane Identification and Direction of Traffic

LAST REVISION 11/01/20	REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX 102-601	SHEET 1 of 1

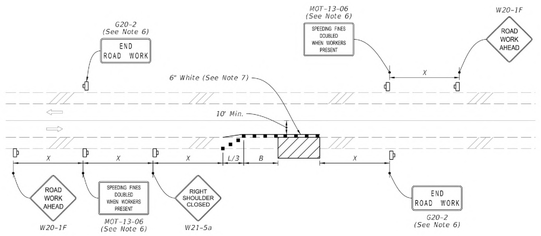
10/6/2022 12:13:5 PM

NOTE:

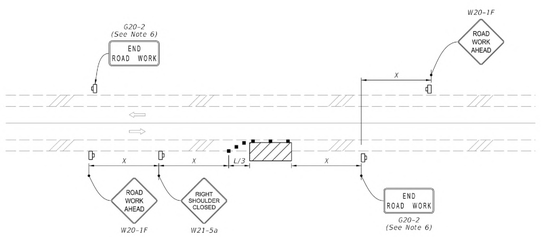
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



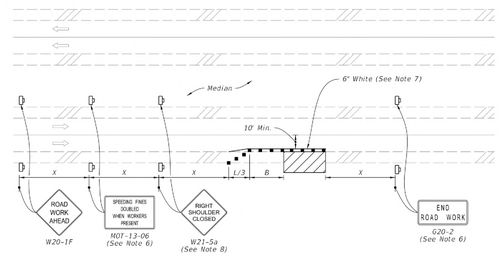
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



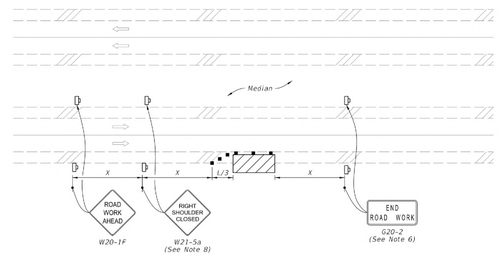
TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2

10/7/2022 10:12:18 AM



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION 11/01/20	REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2

10/7/2022 10:12:18 AM

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

M.O.T. DETAILS

REVISIONS		
DATE	NO.	DETAIL
06/16/23	1	REVISED PER COMMENTS

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #:

C15.0

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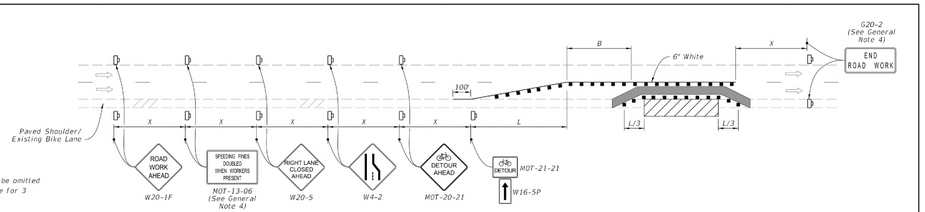
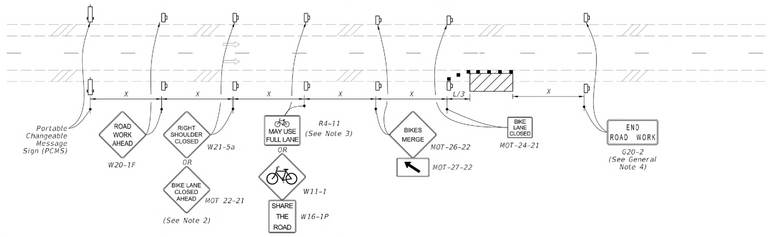
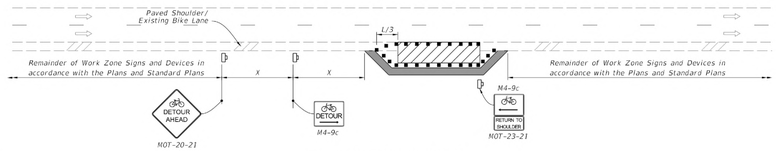
G:\37501 - Pointe Grand\37501 M.O.T. DETAILS.dwg (01) Plotted on: Jul 31, 2023 - 3:32pm by Dale



BICYCLE FACILITY SHIFT
(With Lane Closure)



BICYCLE FACILITY SHIFT
(Work Zone Speed of 35 mph or Less)



BICYCLE SPECIAL DETOUR

NOTES:

1. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
2. If the Closed Bicycle Facility is a marked bicycle lane, use sign MOT 22-21 instead of sign W21-5a.
3. If the travel lane is less than 14' wide, use sign R4-11.

SYMBOLS:

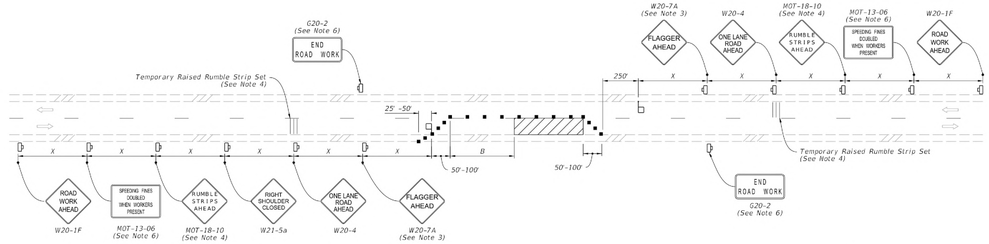
- Work Area
- Temporary Bicycle Way
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic
- (I) PCMS=Portable Changeable (Variable) Message Sign

TYPICAL PCMS DISPLAY:

Message 1: BIKE FACILITY CLOSED

Message 2: BICYCLES ON ROAD

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	BICYCLE FACILITY CLOSURES	INDEX 102-661	SHEET 2 of 2



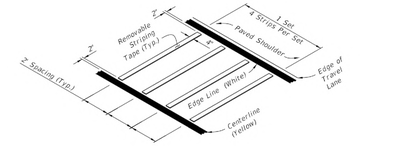
NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.
5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

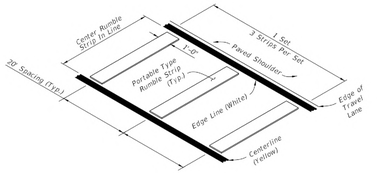
   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
8. Railroad Crossings:
   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



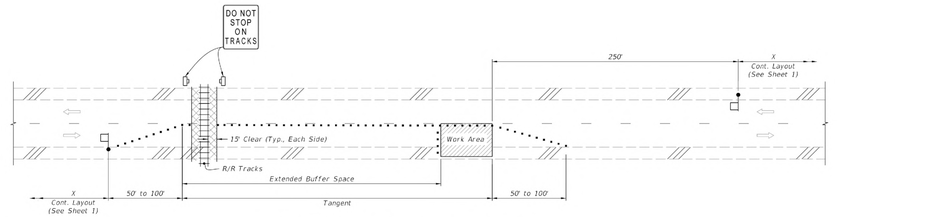
OPTION - 1
REMOVABLE STRIPING TYPE



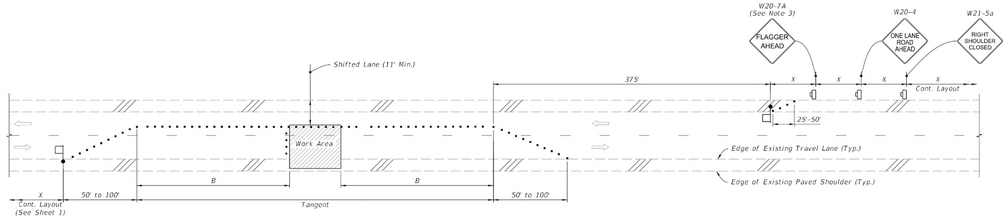
OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 1 of 2



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 2 of 2

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DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

DELAND, FLORIDA

M.O.T. DETAILS

REVISIONS			
DETAIL	NO.	DATE	
REVISED PER COMMENTS	1	06/16/23	

DRAWN BY:	DATE:
FE	03/06/23
CHECKED BY:	JOB #:
DE	37501

SHEET #:

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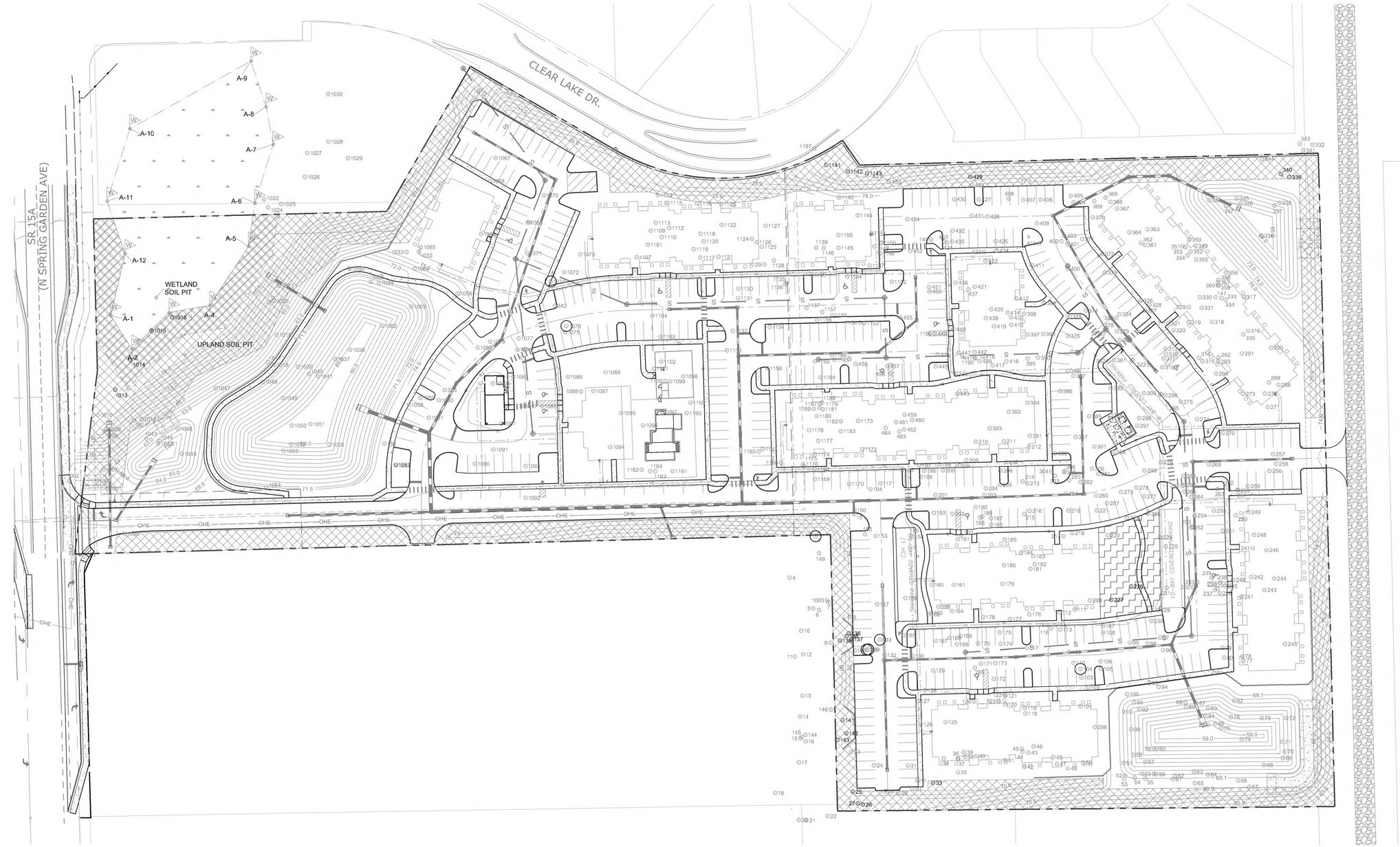


Tree Protection Areas

Specimen Trees

Trees Save Area

50' 0' 50' 100'

Date:

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave. Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV.	DATE	DESCRIPTION	BY
3	08.17.23	Revision per City Comments 08.15.23	nrb
2	07.25.23	Revision per City Comments 07.13.23	nrb
1	06.15.23	Revision per City Comments 05.15.23	nrb

Arbor Plan
Arbor Permit Plans
Hillpointe Deland
City of Deland, Florida

PROJECT NO.
23203
SCALE
1" = 50'
DATE
February 23
SHEET
A-201

Overall Project Tree Calculations

Planned Development Notes:

F. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. Tree Protection Areas preserving a minimum of 15% of the net developable area, which excludes required right-of-way dedication areas and on-site easements, shall be required and maintained as shown on Exhibit "B". Tree Protection Areas are proposed as shown on Exhibit "B", and said locations shall be finalized at final site plan. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said areas, but any portion of the property with grading shall require replanting as provided for in the Land Development Code. Due to the presence of pre-existing utility easements running through the property, the proposed Tree Protection Areas are segmented so that typical widths cannot be accommodated. To that end, a Tree Protection Area's minimum width may be reduced to 20 feet which the total areas of said TPA is at least 4,600 square feet and replacement trees, as necessary, may be planted with said TPA. Moreover, portions of Tree Protection Areas may be less than 30 feet in width when connected to larger Tree Protection Areas that are 30 feet in width or greater. Additional Provisions regarding tree mitigation are as follows:

1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH to 5" DBH and maintained in TPAs. If said provision regarding 2"-5" Live Oak trees within the TPAs is utilized, the City will require an additional conservation easement to prevent the future removal of said trees as the default provisions of the Land Development Code only protects trees 6" DBH or larger. Credit for preservation of these 2"-5" live oak trees shall be based on an actual tree survey rather than a statistical analysis.
2. Due to the City's recognition that Laurel Oaks larger than 20" DBH are nearing the end of their lifespan, any Laurel Oak 20" DBH or greater removed from the Property during development are eligible for reduced replacement of one 3" caliper canopy tree for each Laurel Oak 20" or greater removed.
3. Street trees may be planted within the rights of way within the Property and said trees may be included in mitigation calculations. However, if any such trees are planted, the HOA shall be responsible for the maintenance of said trees. Moreover, the HOA shall also be responsible to repair any and all impacts upon the right of way infrastructure created by the presence of said trees, including any road or sidewalk facility.
4. A tree survey is required as part of the review process for the project. The survey shall be conducted based on the following standards:
   a. The Applicant will survey all protected trees, including specimen and historic trees.
   b. For non-specimen or historic trees, the Applicant has the option, but no obligation, to engage an arborist to identify each distinct biome present on the property. The land area of each distinct biome will be calculated and submitted to the City Arborist for review and approval. The proportionate area of each biome will be calculated as a percentage of the overall property area.
   c. Upon approval of the identified biomes and land area calculations for each, the Applicant will identify a 1-acre sample area in each biome, subject to the approval of the City Arborist. Upon approval of the sample area, the Applicant will cause all trees in excess of 6 inches DBH to be identified and surveyed in the selected sample area.
   d. The tree density determined by the survey of the sample area for each biome will be used to determine tree replacement or mitigation requirements. The tree mitigation requirements will be weighted based on the proportionate area represented by each respective biome.
   e. If the Applicant utilizes a tree survey for the entirety of the property area rather than utilizing the biome estimate as provided for herein, the preservation requirements for specimen trees on site shall be satisfied so long as no less than 18.5% of all specimen trees on the property are preserved. Mitigation shall still be required for the balance of the specimen trees.
5. Tree replacement and tree mitigation may be provided on a phase basis so long as there is no clearing in any phase for which tree replacement and mitigation is not being contemporaneously provided. All tree mitigation required for any particular phase shall be determined and approved by the City Forester based upon landscape plans submitted by the Applicant and approved by the City Forester. With the exception of required street trees, all tree mitigation required for any particular phase, based upon the approved landscape plan, shall be installed prior to the issuance of any certificate of occupancy for a home in that phase. Street tree installation, based upon the approved landscape plan, shall be required on a lot by lot basis and must be planted prior to issuance of a certificate of occupancy for that particular lot.

General Notes:

1. Tree Barricades are required around all trees which have been designated on the Site Plan to be retained and protected. Prior to any clearing or construction activity occurring on the site, Tree Barricades shall be constructed by the contractor and approved by the city.
2. For Historic Trees that will be preserved, Tree protection fence must be installed by the contractor and inspected by the City Forester prior to any land disturbing activity. Unless the applicant proposes a method of root protection which is acceptable to the city, no construction activity shall take place within an area equal to one and one half times the area of the drip line.
3. All Trees within the areas identified as Tree Protection Areas will be saved with a conservation easement placed over these areas in accordance with the City Land Development Code.
4. All Protected Trees within areas identified as Tree Save / Open Space / Recreation Areas will be saved without a conservation easement placed over these areas.

Tree Protection Table (Per Civil Plans)		
Gross Land Area	14.16	AC
Wetland Area	0.29	AC
Net Developable Area	13.87	AC
Minimum Tree Protection Area	2.08	AC
Tree Protection Area Provided	2.08	AC

Tree Coverage Table		
Net Developable Area	13.87	AC
Minimum Coverage Trees (604,177/ 2,500)	242	Trees
Minimum DBH Coverage (242x 6")	1,450	DBH
Specimen Inches Retained	0	Inches
Non Specimen Inches Retained	275	Inches
Total Inches Retained on site	275	Inches
Total Inches Planted on Site	1,180	Inches
Deficiency / Overage Inches	5	Inches

Specimen Tree		
Total Specimen Trees on Site	6	Trees
Specimen Trees per Acre (Total Trees /13.87)	0.43	Trees
Per Code Specimen Trees to be retained per Acre	6	Trees
Minimum Number of Specimen Trees to be Retained	6	Trees
Total Specimen Trees to be Protected / Retained	0	Trees

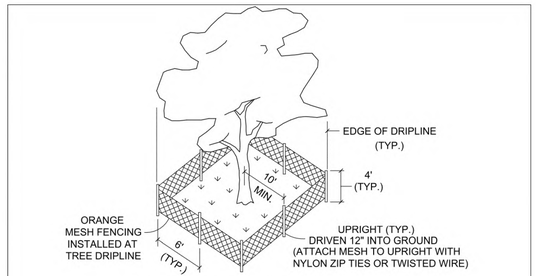
Total Trees On Site				
Total Trees on site	580	Trees	11,586	Inches
Deteriorated Trees	122	Trees	5,526	Inches
Adjusted Gross	458	Trees	6,060	Inches
Trees To Be Save	26	Trees	275	Inches
Net Trees Required for Mitigation	432	Trees	5,785	Inches

Tree Replacement Table		
Trees Required for Mitigation	5,785	Inches
Historic Trees to be Removed	0	Inches
Specimen Trees to be Removed	72	Inches
Required Mitigation for Specimen Removal	36	Inches
Required Mitigation for Deteriorated Laurel Trees	419	Inches
Required Mitigation for all Other Trees	1,912	Inches
Total Number of Tree Replacement Required	2,367	Inches
Total Trees to be Planted on site	1,180	Inches
Net Mitigation Required	1,187	Inches
Mitigation Deficit	7	Inches

Note: The developer shall make a contribution into the city tree replacement reserve account in the amount of $525.00 ($75.00 per inch) for the mitigation deficit.

Protected Trees To Be Saved

Tree Id	Common Name	Condition	DBH	Save
25	Laurel oak		6	6
26	Laurel oak		9	9
27	Laurel oak		6	6
28	Laurel oak		8	8
29	Laurel oak		6	6
33	Laurel oak		6	6
136	Live oak		8	8
137	Laurel oak		6	6
138	Laurel oak		14	14
139	Laurel oak		8	8
141	Laurel oak		15	15
142	Laurel oak		7	7
143	Laurel oak		6	6
226	Laurel oak		15	15
227	Laurel oak		10	10
339	Laurel oak		9	9
340	Laurel oak		8	8
429	Laurel Oak		13	13
1013	Carolina laurelcherry		11	11
1014	Hog Plum		8	8
1015	Sabal Palmetto		15	15
1016	Laurel Oak		17	17
1057	Laurel Oak		25	25
1141	Laurel Oak		15	15
1142	Laurel Oak		14	14
1143	Laurel Oak		10	10
		Total	275	275



TYP. CITY TREE BARRICADE DETAIL

N.T.S.

TREE BARRICADES ARE REQUIRED AROUND ALL TREES WHICH HAVE BEEN DESIGNATED ON THE SITE PLAN TO BE RETAINED AND PROTECTED. PRIOR TO ANY CLEARING OR CONSTRUCTION ACTIVITY OCCURRING ON THE SITE, TREE BARRICADES SHALL BE CONSTRUCTED BY THE CONTRACTOR AND APPROVED BY THE CITY. TREE BARRICADES SHALL BE PLACED AT THE EDGE OF THE DRIPLINE OR A MINIMUM OF 10' FROM THE TRUNK OF THE TREE, WHICH EVER IS GREATER.

FOR THE BARRIER THE CITY RECOMMENDS SAFETY BARRICADE FENCING.

NOTE: EXISTING TREES IN LANDSCAPE BUFFER SHALL ALSO BE PROTECTED.

DATE: JANUARY 31, 2023 | **TREE BARRICADE DETAIL** | **M112**

City of DeLand - Standard Details

Specimen Trees

Tree Id	Common Name	Condition	DBH	Save	Remove	Mitigation	Save Trees	Remove Trees
104	Live oak		10		10	5		1
133	Live oak	Good	10		10	5		1
134	Live oak	Good	10		10	5		1
135	Live oak	Good	11		11	5.5		1
1074	Southern magnolia		15		15	7.5		1
1076	Southern magnolia		16		16	8		1
		Total	72		72	36		6

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY
4	08.23.23	Revision per City Comments 08.23.23	mb
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1	06.15.23	Revision per City Comments 05.15.23	mb

Arbor Schedule & Details
Arbor Permit Plans
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO. 23203
SCALE NTS
DATE February 23
SHEET A-202

Trees To Be Removed

Tree Id	Common Name	DBH	Mitigation
8	Laurel oak	15	5
13	Laurel oak	16	5
15	Laurel oak	13	4
16	Laurel oak	14	5
17	Laurel oak	17	6
18	Laurel oak	17	6
19	Laurel oak	11	4
24	Laurel oak	6	2
31	Laurel oak	7	2
32	Laurel oak	8	3
34	Carolina laurelcherry	6	2
35	Laurel oak	12	4
36	Laurel oak	11	4
37	Laurel oak	6	2
38	Laurel oak	12	4
39	Laurel oak	8	3
40	Laurel oak	22	7
41	Laurel oak	8	3
42	Laurel oak	7	2
43	Laurel oak	8	3
44	Laurel oak	7	2
45	Laurel oak	18	6
46	Laurel oak	25	8
47	Laurel oak	6	2
47	Laurel oak	6	2
48	Laurel oak	6	2
49	Carolina laurelcherry	10	3
50	Laurel oak	7	2
51	Laurel oak	10	3
52	Laurel oak	13	4
54	Laurel oak	15	5
55	Laurel oak	6	2
57	Laurel oak	11	4
58	Laurel oak	6	2
60	Laurel oak	9	3
61	Laurel oak	20	7
62	Laurel oak	10	3
63	Laurel oak	13	4
64	Laurel oak	12	4
66	Laurel oak	30	10
68	Laurel oak	14	5
69	Laurel oak	10	3
70	Laurel oak	9	3
71	Laurel oak	13	4
72	Laurel oak	26	9
73	Laurel oak	12	4
74	Laurel oak	9	3
76	Laurel oak	17	6
78	Laurel oak	30	10
79	Carolina laurelcherry	7	2
80	Laurel oak	7	2
81	Laurel oak	6	2
82	Laurel oak	16	5
83	Laurel oak	12	4
84	Laurel oak	6	2
85	Laurel oak	8	3
86	Black cherry	11	4
87	Laurel oak	9	3
88	Laurel oak	11	4

Tree Id	Common Name	DBH	Mitigation
89	Laurel oak	6	2
91	Laurel oak	15	5
92	Laurel oak	6	2
93	Laurel oak	8	3
94	Laurel oak	20	7
95	Laurel oak	9	3
96	Laurel oak	17	6
97	Laurel oak	18	6
98	Laurel oak	7	2
99	Laurel oak	10	3
100	Laurel oak	10	3
101	Laurel oak	12	4
102	Laurel oak	15	5
103	Laurel oak	6	2
105	Laurel oak	31	10
106	Laurel oak	9	3
107	Laurel oak	10	3
109	Laurel oak	17	6
110	Laurel oak	12	4
112	Laurel oak	6	2
113	Laurel oak	7	2
114	Laurel oak	16	5
115	Laurel oak	9	3
116	Laurel oak	7	2
117	Laurel oak	6	2
118	Laurel oak	7	2
119	Laurel oak	9	3
120	Laurel oak	10	3
122	Laurel oak	9	3
122	Laurel oak	19	6
125	Laurel oak	19	6
126	Laurel oak	9	3
127	Laurel oak	7	2
128	Laurel oak	12	4
129	Laurel oak	16	5
130	Laurel oak	8	3
131	Laurel oak	9	3
132	Laurel oak	15	5
144	Laurel oak	14	5
145	Laurel oak	14	5
150	Laurel oak	21	7
150	Laurel oak	10	3
151	Laurel oak	15	5
152	Laurel oak	17	6
153	Laurel oak	13	4
157	Laurel oak	8	3
158	Laurel oak	6	2
159	Laurel oak	15	5
160	Laurel oak	15	5
161	Laurel oak	12	4
162	Laurel oak	23	8
163	Laurel oak	7	2
164	Laurel oak	25	8
165	Laurel oak	11	4
167	Laurel oak	13	4
168	Laurel oak	8	3
169	Black cherry	8	3
170	Laurel oak	17	6
171	Laurel oak	6	2

Tree Id	Common Name	DBH	Mitigation
172	Laurel oak	10	3
173	Laurel oak	6	2
174	Laurel oak	12	4
175	Laurel oak	26	9
176	Laurel oak	24	8
179	Laurel oak	14	5
180	Laurel oak	11	4
181	Carolina laurelcherry	16	5
182	Laurel oak	7	2
183	Laurel oak	7	2
184	Laurel oak	15	5
185	Laurel oak	13	4
186	Laurel oak	6	2
187	Laurel oak	10	3
188	Laurel oak	14	5
189	Laurel oak	11	4
190	Laurel oak	24	8
191	Laurel oak	12	4
192	Laurel oak	13	4
193	Laurel oak	26	9
194	Laurel oak	27	9
195	Laurel oak	32	11
196	Laurel oak	15	5
197	Laurel oak	20	7
198	Laurel oak	12	4
199	Laurel oak	27	9
200	Laurel oak	9	3
201	Laurel oak	7	2
202	Laurel oak	7	2
203	Laurel oak	13	4
204	Laurel oak	13	4
205	Laurel oak	9	3
206	Laurel Oak	11	4
207	Laurel oak	7	2
208	Laurel oak	20	7
209	Laurel oak	16	5
210	Laurel oak	12	4
211	Laurel oak	20	7
212	Laurel oak	17	6
213	Laurel oak	7	2
214	Laurel oak	15	5
215	Laurel oak	8	3
216	Laurel oak	28	9
217	Laurel oak	19	6
218	Laurel oak	17	6
219	Laurel oak	9	3
220	Laurel oak	43	14
221	Laurel oak	15	5
222	Laurel oak	9	3
223	Laurel oak	20	7
224	Laurel oak	16	5
225	Laurel oak	11	4
228	Laurel oak	9	3
229	Laurel oak	12	4
230	Laurel oak	14	5
231	Laurel oak	26	9
232	Laurel oak	12	4
233	Laurel oak	12	4
234	Laurel oak	13	4

Tree Id	Common Name	DBH	Mitigation
235	Black cherry	13	4
236	Laurel oak	7	2
237	Laurel oak	7	2
238	Laurel oak	11	4
239	Laurel oak	14	5
240	Laurel oak	6	2
241	Laurel oak	13	4
243	Carolina laurelcherry	4	1
244	Laurel oak	7	2
245	Sand pine	16	5
246	Laurel oak	8	3
247	Laurel oak	7	2
249	Laurel oak	7	2
250	Laurel oak	8	3
251	Laurel oak	7	2
252	Laurel oak	8	3
253	Laurel oak	9	3
254	Laurel oak	6	2
255	Laurel oak	7	2
256	Laurel oak	28	9
257	Laurel oak	6	2
258	Laurel oak	18	6
259	Laurel oak	14	5
260	Black cherry	9	3
261	Laurel oak	13	4
262	Laurel oak	15	5
264	Laurel oak	29	10
265	Laurel oak	8	3
266	Laurel oak	8	3
267	Laurel oak	18	6
268	Laurel oak	9	3
269	Laurel oak	16	5
270	Laurel oak	18	6
271	Laurel oak	9	3
272	Laurel oak	8	3
273	Laurel oak	31	10
274	Laurel oak	29	10
275	Laurel oak	12	4
277	Laurel oak	6	2
278	Laurel oak	21	7
279	Laurel oak	16	5
280	Laurel oak	9	3
281	Laurel oak	10	3
282	Laurel oak	12	4
283	Laurel oak	14	5
288	Laurel oak	17	6
289	Species?	14	5
293	Laurel oak	15	5
294	Laurel oak	16	5
295	Laurel oak	9	3
301	Laurel oak	20	7
302	Laurel oak	14	5
303	Laurel oak	13	4
305	Laurel oak	13	4
306	Laurel oak	12	4
308	Laurel oak	18	6
309	Laurel oak	13	4
311	Laurel oak	13	4
312	Laurel oak	9	3

Tree Id	Common Name	DBH	Mitigation
315	Laurel oak	13	4
316	Laurel oak	27	9
319	Laurel oak	7	2
322	Laurel oak	13	4
325	Laurel oak	6	2
327	Laurel oak	9	3
329	Laurel oak	9	3
331	Laurel oak	14	5
332	Laurel oak	15	5
335	Laurel oak	29	10
337	Sand pine	13	4
338	Sand pine	7	2
345	Laurel oak	12	4
346	Laurel oak	13	4
347	Laurel oak	8	3
348	Laurel oak	11	4
349	Laurel oak	20	7
350	Laurel oak	6	2
351	Laurel oak	6	2
352	Laurel oak	14	5
353	Laurel oak	9	3
356	Laurel oak	9	3
358	Laurel oak	16	5
359	Laurel oak	7	2
360	Laurel oak	6	2
361	Black cherry	7	2
362	Laurel oak	12	4
364	Laurel oak	6	2
367	Laurel oak	10	3
368	Laurel oak	13	4
369	Laurel oak	29	10
374	Laurel Oak	15	5
376	Laurel oak	9	3
377	Black cherry	10	3
378	Laurel oak	6	2
379	Laurel oak	12	4
381	Laurel Oak	28	9
383	Laurel oak	20	7
384	Laurel oak	6	2
394	Laurel Oak	16	5
395	Laurel Oak	13	4
398	Laurel Oak	12	4
402	Laurel Oak	12	4
403	Laurel Oak	15	5
405	Laurel Oak	24	8
406	Laurel Oak	14	5
410	Laurel Oak	14	5
413	Laurel Oak	7	2
414	Laurel Oak	13	4
415	Laurel Oak	7	2
416	Laurel Oak	16	5
419	Laurel Oak	14	5
420	Laurel oak	6	2
421	Laurel Oak	14	5
422	Laurel Oak	21	7
424	Laurel Oak	13	4
427	Laurel Oak	27	9
431	Laurel Oak	16	5
433	Laurel Oak	11	4

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REV.	DATE	DESCRIPTION	BY
3	08.17.23	Revision per City Comments 08.15.23	nrb
2	07.25.23	Revision per City Comments 07.13.23	nrb
1	06.15.23	Revision per City Comments 05.15.23	nrb

Trees To be Removed
Arbor Permit Plans
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO.
23203
SCALE
NTS
DATE
February 23
SHEET
A-203

Trees To Be Removed

Tree Id	Common Name	DBH	Mitigation
434	Laurel Oak	13	4
437	Laurel Oak	6	2
438	Laurel Oak	12	4
439	Cabbage palmetto	13	4
441	Laurel Oak	9	3
442	Laurel Oak	13	4
443	Laurel Oak	24	8
444	Laurel Oak	21	7
447	Laurel Oak	17	6
449	Laurel Oak	29	10
450	Laurel Oak	28	9
451	Black cherry	8	3
453	Laurel Oak	17	6
455	Laurel Oak	10	3
456	Laurel Oak	20	7
457	Laurel Oak	17	6
461	Laurel Oak	12	4
462	Laurel Oak	11	4
464	Laurel Oak	9	3
1000	Carolina laurelcherry	11	4
1001	Black cherry	10	3
1002	Live oak	13	7
1003	Carolina laurelcherry	7	2
1009	Carolina laurelcherry	9	3
1012	Sugarberry	8	3
1021	Hog Plum	7	2
1023	Carolina laurelcherry	9	3
1032	Laurel Oak	33	11
1033	Laurel Oak	23	8
1034	Laurel Oak	26	9
1035	Laurel Oak	23	8
1036	Laurel Oak	33	11
1038	Hog Plum	7	2
1039	Laurel Oak	32	11
1046	Laurel Oak	24	8
1051	Laurel Oak	29	10
1055	Laurel Oak	34	11
1056	Laurel Oak	33	11
1059	Laurel Oak	40	13
1062	Black cherry	9	3
1063	Black cherry	12	4
1064	Southern magnolia	9	3
1065	Hog Plum	8	3
1066	Hog Plum	8	3
1069	Hog Plum	10	3
1070	Hog Plum	7	2
1071	Carolina laurelcherry	8	3
1072	Carolina laurelcherry	8	3
1073	Carolina laurelcherry	12	4
1074	Southern magnolia	15	5
1075	Southern magnolia	11	4
1078	Carolina laurelcherry	7	2
1081	Carolina laurelcherry	8	3
1083	Carolina laurelcherry	8	3
1085	Laurel Oak	20	7
1086	Southern magnolia	8	3
1087	Carolina laurelcherry	10	3
1089	Carolina laurelcherry	9	3
1091	Carolina laurelcherry	12	4

Tree Id	Common Name	DBH	Mitigation
1092	Southern magnolia	6	2
1100	Carolina laurelcherry	7	2
1103	Carolina laurelcherry	8	3
1106	Laurel oak	12	4
1107	Laurel oak	13	4
1108	Laurel Oak	8	3
1109	Laurel oak	11	4
1110	Laurel oak	14	5
1113	Carolina laurelcherry	13	4
1114	Laurel Oak	16	5
1115	Laurel Oak	20	7
1116	Laurel Oak	16	5
1117	Laurel Oak	8	3
1118	Carolina laurelcherry	9	3
1119	Laurel Oak	20	7
1120	Laurel Oak	16	5
1122	Laurel Oak	17	6
1124	Laurel Oak	17	6
1127	Laurel Oak	7	2
1128	Laurel Oak	18	6
1129	Laurel Oak	19	6
1130	Laurel Oak	14	5
1131	Laurel Oak	20	7
1132	Laurel Oak	8	3
1133	Laurel Oak	8	3
1134	Laurel Oak	8	3
1135	Black cherry	6	2
1136	Laurel Oak	18	6
1138	Laurel Oak	13	4
1139	Laurel Oak	16	5
1140	Laurel Oak	9	3
1144	Laurel Oak	14	5
1145	Laurel Oak	20	7
1146	Laurel Oak	15	5
1147	Laurel Oak	20	7
1150	Laurel Oak	23	8
1152	Carolina laurelcherry	12	4
1153	Laurel Oak	10	3
1155	Laurel Oak	17	6
1156	Laurel Oak	26	9
1157	Laurel Oak	15	5
1158	Carolina laurelcherry	12	4
1161	Carolina laurelcherry	7	2
1162	Carolina laurelcherry	7	2
1163	Laurel Oak	19	6
1164	Laurel Oak	20	7
1165	Laurel Oak	36	12
1166	Laurel Oak	9	3
1167	Laurel Oak	14	5
1168	Laurel Oak	9	3
1169	Laurel Oak	8	3
1170	Laurel Oak	8	3
1171	Laurel Oak	11	4
1172	Laurel Oak	16	5
1173	Laurel Oak	16	5
1174	Laurel Oak	10	3
1175	Laurel Oak	10	3
1176	Laurel Oak	9	3
1177	Laurel Oak	9	3

Tree Id	Common Name	DBH	Mitigation
1178	Laurel Oak	13	4
1179	Laurel Oak	18	6
1180	Laurel Oak	15	5
1181	Laurel Oak	14	5
1182	Laurel oak	12	4
1183	Laurel oak	10	3
1184	Laurel oak	14	5
1185	Laurel Oak	14	5
1186	Laurel oak	14	5
1187	Laurel oak	15	5
1188	Laurel oak	22	7
1191	Laurel oak	16	5
1192	Laurel oak	7	2
1194	Laurel oak	22	7
1195	Laurel oak	13	4
	Total	5,728	1,912

Deteriorated Trees

Tree Id	Common Name	Condition	DBH	Mitigation
14	Laurel oak	Poor	22	2
23	Laurel oak	Poor	25	2
30	Laurel oak	Poor	10	3
53	Laurel oak	Poor	15	5
56	Laurel oak	Poor	7	2
65	Laurel oak	Poor	25	2
67	Laurel oak	Poor	12	4
75	Laurel oak	Poor	14	5
77	Laurel oak	Poor	26	2
90	Laurel oak	Poor	12	4
108	Laurel oak	Poor	16	5
111	Laurel oak	Poor	30	2
123	Laurel oak	Poor	15	5
124	Laurel oak	Poor	20	2
154	Laurel oak	Poor	42	2
155	Laurel oak	Poor	16	5
166	Laurel oak	Poor	20	2
177	Laurel oak	Poor	21	2
178	Laurel oak	Poor	32	2
242	Laurel oak	Poor	17	6
248	Laurel oak	Poor	40	2
263	Laurel oak	Poor	27	2
276	Laurel oak	Poor	35	2
284	Laurel oak	Poor	17	6
290	Laurel oak	Poor	8	3
291	Laurel oak	Poor	25	2
292	Laurel oak	Poor	21	2
296	Laurel oak	Poor	27	2
297	Laurel oak	Poor	12	4
298	Laurel oak	Poor	24	2
299	Laurel oak	Poor	16	5
300	Laurel oak	Poor	17	6
304	Laurel oak	Poor	11	4
307	Laurel oak	Poor	34	2
310	Laurel oak	Poor	11	4
313	Laurel oak	Poor	16	5
314	Laurel oak	Poor	24	2
317	Laurel oak	Poor	15	5
318	Laurel oak	Poor	15	5
320	Laurel oak	Poor	10	3
321	Laurel oak	Poor	6	2
324	Laurel oak	Poor	15	5
326	Laurel oak	Poor	18	6
328	Laurel oak	Poor	8	3
330	Laurel oak	Poor	16	5
333	Laurel oak	Poor	14	5
334	Laurel oak	Poor	15	5
336	Laurel oak	Poor	6	2
344	Laurel oak	Poor	9	3
354	Laurel oak	Poor	14	5
355	Black cherry	Poor	10	3
357	Laurel oak	Poor	11	4
363	Laurel oak	Poor	14	5
366	Laurel oak	Poor	26	2
370	Laurel oak	Poor	11	4
371	Laurel oak	Poor	27	2
372	Laurel Oak	Poor	31	2
373	Laurel Oak	Poor	15	5
375	Laurel Oak	Poor	19	6
380	Laurel oak	Poor	10	3
382	Laurel Oak	Poor	9	3

Tree Id	Common Name	Condition	DBH	Mitigation
385	Laurel Oak	Poor	22	2
386	Laurel Oak	Poor	13	4
387	Laurel Oak	Poor	12	4
388	Laurel Oak	Poor	13	4
389	Laurel Oak	Poor	12	4
390	Laurel Oak	Poor	23	2
391	Laurel Oak	Poor	23	2
392	Laurel Oak	Poor	26	2
393	Laurel Oak	Poor	16	5
396	Laurel Oak	Poor	19	6
397	Laurel Oak	Poor	7	2
399	Laurel Oak	Poor	17	6
400	Laurel Oak	Poor	13	4
401	Laurel Oak	Poor	17	6
404	Laurel Oak	Poor	13	4
407	Laurel Oak	Poor	6	2
408	Laurel Oak	Poor	25	2
409	Laurel Oak	Poor	28	2
411	Laurel Oak	Poor	18	6
412	Laurel Oak	Poor	28	2
417	Laurel Oak	Poor	18	6
418	Laurel Oak	Poor	24	2
423	Laurel Oak	Poor	16	5
425	Laurel Oak	Poor	12	4
426	Laurel Oak	Poor	19	6
428	Laurel Oak	Poor	24	2
430	Laurel Oak	Poor	31	2
432	Laurel Oak	Poor	31	2
435	Laurel Oak	Poor	17	6
436	Laurel Oak	Poor	26	2
445	Laurel Oak	Poor	25	2
446	Laurel Oak	Poor	24	2
448	Laurel Oak	Poor	18	6
452	Laurel Oak	Poor	14	5
453	Laurel Oak	Poor	32	2
454	Laurel Oak	Poor	25	2
458	Laurel Oak	Poor	33	2
459	Laurel Oak	Poor	11	4
460	Laurel Oak	Poor	19	6
463	Laurel Oak	Poor	15	5
1040	Laurel Oak	Poor	41	2
1047	Water oak	Poor	26	2
1048	Water oak	Poor	32	2
1052	Hog Plum	Poor	9	3
1053	Water oak	Poor	40	2
1061	Laurel Oak	Poor	29	2
1088	Laurel Oak	Poor	34	2
1095	Laurel Oak	Poor	50	2
1104	Longleaf pine	Dead	18	0
1112	Laurel Oak	Poor	30	2
1121	Laurel Oak	Poor	21	2
1123	Laurel Oak	Poor	17	6
1125	Laurel Oak	Poor	16	5
1126	Laurel Oak	Poor	29	2
1137	Laurel Oak	Poor	37	2
1148	Laurel Oak	Poor	13	4
1151	Laurel Oak	Poor	32	2
1154	Laurel Oak	Poor	16	5
1189	Laurel oak	Poor	15	5
1190	Laurel oak	Poor	18	6
1196	Laurel oak	Poor	12	4
		Total	2,426	419

daly design group inc.
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REV	DATE	DESCRIPTION	BY
3	08.17.23	Revision per City Comments 08.15.23	ntb
2	07.25.23	Revision per City Comments 07.13.23	ntb
1	06.15.23	Revision per City Comments 05.15.23	ntb

Trees to be Removed & Deteriorated Trees
Arbor Permit Plans
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO. 23203
SCALE NTS
DATE February 23
SHEET A-204

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	16	ecf-s-48l-ia-nw-g2-3-his	Single	ECF-S-48L-IA-NW-G2-3-HIS	SM3H	0.800	15899	158.7	3539.2
	2	ecf-s-48l-ia-nw-g2-5	Single	ECF-S-48L-IA-NW-G2-5	SM5	0.800	21464	158.7	337.4
	34	ecf-s-48l-ia-nw-g2-3	Single	ECF-S-48L-IA-NW-G2-3	SM3	0.800	19958	158.7	5395.8

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Area	Illuminance	Fc	2.44	4.0	0.3	8.13	13.33
Property Line	Illuminance	Fc	0.11	0.5	0.0	N.A.	N.A.

E:\ONEDRIVE - RL TECH SOLUTIONS\RL TECH SOLUTIONS\HILLPOINTE\POINTE GRAND, SPRING GARDEN\POINTE GRAND, SPRING GARDEN PHOTOMETRIC.DWG 5/31/2023

RL Tech Solutions
WWW.RLTSOL.COM

ISSUE NO.	DATE:
ISSUE NO.	DATE:
ISSUE NO.	DATE:
ISSUE NO.	DATE:
ISSUE NO.	DATE:
ISSUE NO.	DATE:
ISSUE NO.	DATE:
ISSUE NO.	DATE:

STATUS: CONSTRUCTION PLANS

REV NO.	DATE:
REV NO.	DATE:
REV NO.	DATE:
REV NO.	DATE:
REV NO.	DATE:
REV NO.	DATE:
REV NO.	DATE:
REV NO.	DATE:

SITE LIGHTING PHOTOMETRIC CALCULATION

POINT GRAND, SPRING GARDEN

CAUTION

0 1/2 1

IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

RICHARD R. CREAVALLE
LICENSE
No. 59885
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Richard R Creavalle
Date: 2023.05.31 15:12:22 -04'00'

RICHARD ROBIN CREAVALLE
FLA P.E. #59885

JOB NO:	
DESIGN: RLL	
DRAWN: RLL	
APPROVED: RRC	
SHEET NO: PH100	REV:

30A9RT250DB

Round Tapered Direct Burial Aluminum Light Pole 30 Foot Above Grade, 9 Inch Diameter, 0.250 Inch Wall Thickness

PRODUCT DESCRIPTION

Pole Top Options: Poles are provided with either a removable top cap or a welded aluminum tenon. A 2-3/8 inch outside diameter tenon with 4 inches in length is the most common; however, other tenon options are available. Customers should confirm the appropriate tenon size required by their project prior to ordering. Poles with a top cap can also be drilled during fabrication. The drill pattern and orientation need to be provided by the customer unless Energy Light fixtures are being used for the project.

Pole Shaft: The pole shaft will be constructed of seamless extruded tube of 6063 aluminum alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated to produce a T6 temper.

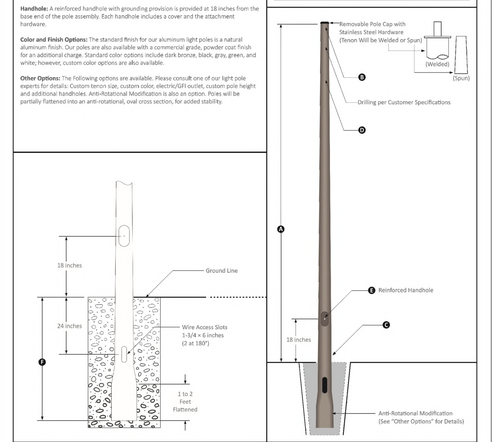
Handhole: A reinforced handhole with grounding provision is provided at 18 inches from the base end of the pole assembly. Each handhole includes a cover and the attachment hardware.

Color and Finish Options: The standard finish for our aluminum light poles is a natural aluminum finish. Our poles are also available with a commercial grade, powder coat finish for an additional charge. Standard color options include dark bronze, black, gray, green, and white; however, custom color options are also available.

Other Options: The following options are available. Please consult one of our light pole experts for details: Custom tenon size, custom color, electric/GFI outlet, custom pole height and additional handholes. Anti-Rotational Modification is also an option. Poles will be partially flattened into an anti-rotational, oval cross section, for added stability.

Specification Table		
Mounting Height (ft.)	A	30
Top Diameter (in.)	B	4.5
Butt Diameter (in.)	C	9
Wall Thickness (in.)	D	0.250
Handhole (in.)	E	4 x 6
Embedment (ft.)	F	6

Maximum EPA with 1.3 Gust Factor:	
90 mph:	16.8 Square Feet
100 mph:	10.6 Square Feet
120 mph:	23.6 Square Feet
130 mph:	19.8 Square Feet



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GARDCO by Signify

Site & Area

EcoForm

ECF-S small area light



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:
Location:
Cat.No.
Type: GMO
Lamps: Qty:
Notes:

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-S-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color – Generation	Mounting	Distribution	Voltage
ECF-S	**48L**	**1A**	**NW-G2**	**SF**	**3-BLC**	**UNV**
ECF-S EcoForm site and area, small	32L 32 LEDs (2 modules)	365 365mA 530 530mA 700 700mA 1A 1,000mA 1.2A 1200mA	WW-G2 Warm White 3000K, TCRI Generation 2 NW-G2 Neutral White 4000K, TCRI Generation 2 CW-G2 Cool White 5000K, TCRI Generation 2	AR* Arm Mount (standard) The following mounting kits must be ordered separately (See accessories): SF* Slip Fitter Mount (Fits to 2-1/2" O.D. tenon) WS Wall mount with surface conduit rear entry sentinel RAM* Retrofit arm mount kit	Type 2 2 Type 2 2-90 Rotated left 90° 2-270 Rotated right 270° Type 3 3 Type 3 3-90 Rotated left 90° 3-270 Rotated right 270° Type 4 4 Type 4 4-90 Rotated left 90° 4-270 Rotated right 270° Type 5 5 Type 5 SW Type SW	AFR Auto Front Row AFR-90 Auto Front Row, Rotated left 90° AFR-270 Auto Front Row, Rotated right 270° BLC Back Light Control BLC-90 Back Light Control rotated at 90° BLC-270 Back Light Control rotated at 270° LCL* Optic Left: LEED Corner Optic Right RCL*	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVU 347-480V (50/60Hz)
	48L 48 LEDs (3 modules)	900 900mA 1A 1,000mA 1.2A* 1200mA				
	64L 64 LEDs (4 modules)	900 900mA 1A* 1,000mA				

Options					
Dimming controls	**Motion sensing lens**	**Photo-sensing**	**Electrical**	**Luminaire**	**Finish**
DD** 0–10V External dimming (for controls by others) DCC*,**,*** Dual Circuit Control FSIDC*,**,*** Fresco Double Image Generator LLD*,**,*** Integral sensor, includes bi-level functionality SRDM*,**,*** SR driver connected to Zhaga socket **DynaDimmer:** Automatic Profile Dimming CS50*,** Safety 50% Dimming, 7 hours CM50*,** Median 50% Dimming, 8 hours CS30*,** Safety 30% Dimming, 7 hours CM30*,** Median 30% Dimming, 8 hours	IMR32* Integral with #2 lens IMR7* Integral with #7 lens	PCB** Photocontrol Button TLRDB** Twist Lock Receptacle 5 Pin TLRD7** Twist Lock Receptacle 7 Pin TLRPC**,** Twist Lock Receptacle w/ Photocell **Surge Protection** (10kA standard) SP2 Increased 20kA	**Fusing** FP Single (120, 277, 347VAC) FP2 Double (208, 240, 480VAC) **Pole Mount Fusing** FPP* Single (120, 277, 347VAC) FPP2* Double (208, 240, 480VAC) FPP3* Canadian Double Pull (208, 240, 480VAC)	Square Pole Adapter included in standard product TB* Terminal Block RPA* Round Pole Adapter (Fits to 3"- 3.5" O.D. tenon) HIS* Internal House Side Shield	**Textured** BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray **Customer specified** XAL Specify optional color or RAL: (ex: RAL7024) CC Custom color: Specify specialty color chip for required factory quote)

1. BL–IMR5/7 equipped with out-boarded sensor housing when voltage is HVU (347–480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with motion sensing control options.
5. Not available with motion sensing.
6. Not available with photocontrol.
7. Must specify a motion sensor lens.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. TLRDB, TLRD7 and TLRPC receptacle pins 4 & 6 are capped off when ordered with any of the Dimming controls DD or FAWG or LLC.
11. Not available in 480V. Order photocell separately with TLRD5/7.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5, SW, BLC, BLC-90, BLC-270, LCL or RCL optics.
15. Not available with DD, DCC, and FAWG dimming control options.
16. Not available with DD, DCC, FAWG and LLC dimming control options.
17. When ordering SRDM, controller (by others) to be used on socket must be SR compatible (See specifications for more details). Consult factory for lead time. All 7 pins in NEMA configuration are connected to SR driver. SRDM not available with TLRD5 or TLRPC.
18. 0–10V dimming driver standard.
19. LCL and RCL not available with 48L–1.2A or 64L–1A.

ECF-S_EcoForm_area_small 01/22 page 1 of 9

E:\ONEDRIVE - RL TECH SOLUTIONS\RLL TECH SOLUTIONS\RHILL\POINTE\POINTE GRAND, SPRING GARDEN\POINTE GRAND, SPRING GARDEN PHOTOMETRIC.DWG 5/11/2023

RL Tech Solutions
WWW.RLTSOL.COM

ISSUE NO. | DATE:

REV NO: | DATE:

STATUS: CONSTRUCTION PLANS

SITE LIGHTING FIXTURE INFORMATION

POINT GRAND, SPRING GARDEN

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

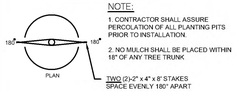
RICHARD R. CREAVALLE LICENSE No. 59885 STATE OF FLORIDA PROFESSIONAL ENGINEER

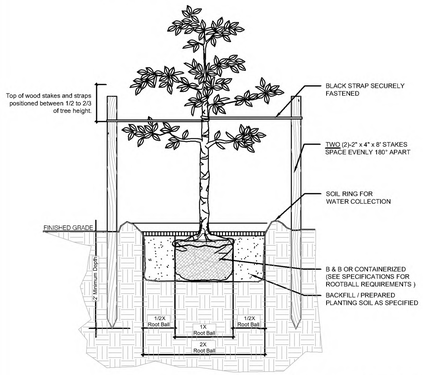
Digitally signed by Richard R Creavalle
Date: 2023.06.02 15:17:01-04'00'

RICHARD ROBIN CREAVALLE
FLA P.E. # 59885

JOB NO:
DESIGN: RLL
DRAWN: RLL
APPROVED: RRC
SHEET NO: PH101
REV:

Details





SMALL TREE GUYING DETAIL

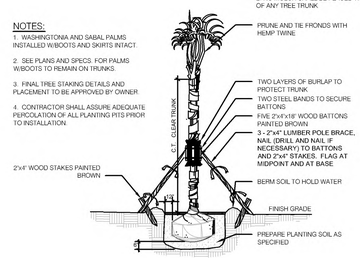
Detail for trees between 1" and 2.5" cal.

NOT TO SCALE

BURLAP SHALL BE REMOVED FROM THE TOP THIRD OF THE ROOT BALL.

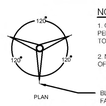
NOTE:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
2. NO MULCH SHALL BE PLACED WITHIN 18" OF ANY TREE TRUNK

NOTES:
1. WASHINGTONIA AND SABAL PALMS INSTALLED W/BOOTS AND SKIRTS INTACT.
2. SEE PLANS AND SPECS. FOR PALMS W/BOOTS TO REMAIN ON TRUNKS.
3. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
4. CONTRACTOR SHALL ASSURE ADEQUATE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION



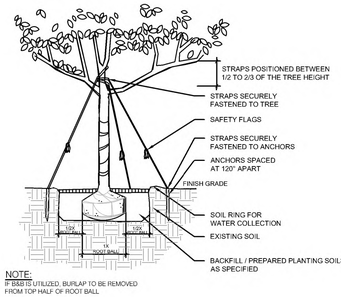
PALM TREE GUYING DETAIL

NOT TO SCALE



NOTE:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION
2. NO MULCH SHALL BE PLACED WITHIN 18" OF ANY TREE TRUNK

BLACK STRAP SECURELY FASTENED TO TREE. MINIMUM (3). THREE STRAPS PER TREE

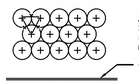


NOTE:
IF BSB IS UTILIZED, BURLAP TO BE REMOVED FROM TOP HALF OF ROOT BALL

LARGE TREE GUYING DETAIL

Detail for trees greater than 3" cal.

NOT TO SCALE

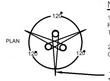


NOTE:
ALL SHRUBS AND GROUND COVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING 'X'

CURB OR EDGE OF PAVEMENT

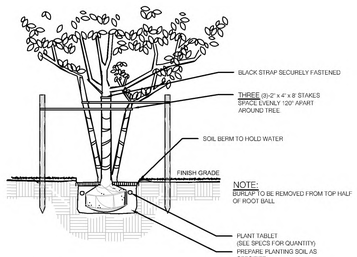
TYPICAL PLANT SPACING

NOT TO SCALE



NOTE:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION
2. NO MULCH SHALL BE PLACED WITHIN 18" OF ANY TREE TRUNK

THREE (3)-2" x 4" x 8' STAKES SPACE EVENLY 120° APART AROUND TREE

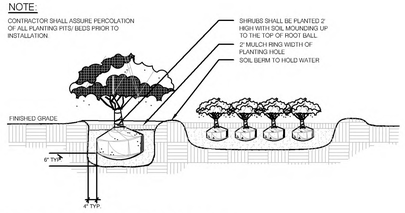


MULTI-TRUNK TREE GUYING DETAIL

Detail for trees with more than 1 trunk

NOT TO SCALE

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS/ BEDS PRIOR TO INSTALLATION



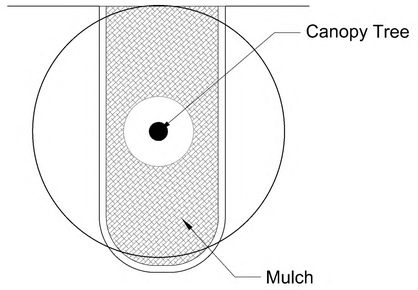
SHRUB AND GROUND COVER DETAIL

NOT TO SCALE

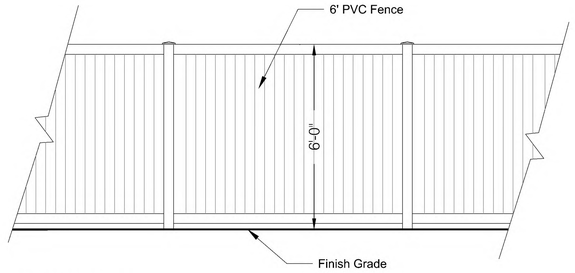
General Plant Schedule

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS	EQUIVALENT DBH	TOTAL DBH
	IV	Ilex vomitoria	Yaupon Holly	74	Min. 100 gal., 9` ht.x 5' spd, 4" cal. To measured with the 3 largest trunks.	3"	222
	JV	Juniperus virginiana `silicicola`	Southern Red Cedar	8	Min., 200 gal., 17` ht. x 6' spd., 6" cal.	5"	40
	LIN	Lagerstroemia indica `Natche`	Crape Myrtle, White	6	Min., 45 gal., 7` ht x 3.5' spd.,3" cal. multi-trunk. To be measured with the 3 largest trunks.	2"	12
	PE	Pinus elliotti	Slash Pine	136	Min .100 gal., 10' ht. x 3' spd., 4" cal	3"	408
	PE1	Pinus elliotti	Slash Pine	60	Min. 100 gal., 10` ht. x 3' spd., 4"cal	3"	180
	QV	Quercus virginiana	Southern Live Oak	92	Min., 100 gal., 10' ht. x 6' spd., 4" cal.	3"	273
	QV1	Quercus virginiana	Southern Live Oak	9	Min., 200 gal., 17' ht. x 10' spd., 6" cal.	5"	45
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS		
	VO	Viburnum odoratissimum	Sweet Viburnum	48	Min., 3 gal., 30" ht. x 24" spd., 36" o.c.		
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS		
	ICB	Ilex cornuta 'Dwarf Burford'	Dwarf Burford Holly	2,264	Min., 3 gal., 18" ht. x 18" spd., 24" o.c.		
	VO1	Viburnum odoratissimum	Sweet Viburnum	1,090	Min. 3 gal., 30" ht. X 24" spd., 36" o.c.		
	VS1	Viburnum suspensum	Sandankwa Viburnum	174	Min. gal., 30" ht. x 24 spd., 36" o.c.		
SOD AREA	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS		
	SOD	Tiftuf Bermuda Sod	Bermuda Sod	130,053 sf	Solid Sod		



Typical Landscape Island Detail



A L-001 6' PVC Fence Elevation

SCALE: n.t.s



B L-001 5 Bike Rack Elevation

SCALE: n.t.s



C L-001 6 Bike Rack Elevation

SCALE: n.t.s

General Landscape Notes

1. Landscape Contractor shall be responsible for all materials and plants as called for on the Landscape Plans. The list of plant quantities accompanying the plans shall be used as a guide only. Contractor shall verify all quantities and report any discrepancies at time of bidding.
2. All plant material shall be graded Florida No. 1 of better, as outlined by "Grades and Standards for Nursery Plants", Florida Department of Agriculture and consumer services, Division of Plant Industry.
3. All planting shall be top dressed with a minimum 2" Pine bark mini nuggets.
4. The Landscape Contractor shall be wholly responsible for the stability and plumb condition of all trees and shrubs and shall be legally liable for any damage caused by instability of plant material. The staking method, if not shown by detail on this plan, shall be approved by the owner or his/her authorized representative.
5. Every possible safeguard shall be taken to protect existing trees that are shown on the Landscape Plan to be preserved.
6. The Landscape Contractor is responsible for cleaning all debris associated with their work.
7. Height and spread specifications refer to the overall plant form. Singular branches may not be used to meet minimum requirements. Tree caliper size to be measured 12" above grade.
8. All landscaping shall be installed according to accepted commercial planting procedures. Soil, shall be free of limerock, pebbles, or other constructions debris.
9. All landscaping shall conform to the standards set forth in the City of Deland LDC .
10. Landscaping shall not interfere with power lines, sewer or water pipes or any other existing or proposed utilities.
11. Prior to the issuance of any permits or the removal of any trees, protective tree barriers shall be installed around those trees that will remain on site and shall be inspected by the Governing Municipality.
12. Ball & Burlap material shall be acceptable alternative to container grown trees.
13. Occasionally there is the potential for site modification due to revised field grading, clearing of existing tree canopy or other unforeseen conditions. The Landscape contractor shall be responsible for informing the owner and Landscape Architect of site conditions adverse to the healthy establishment of any plant material prior to planting so that a resolution may be achieved.
14. The Landscape Contractor shall be responsible for arranging a Pre-constructions meeting with the owner and Landscape Architect in order to address and clarify any questions, concerns and/or conditions related to these drawings or the existing site.
15. Landscape Contractor shall use appropriate container size to meet minimum plant height and caliper inches, if minimum plant height or caliper, can not be met with specified container size.

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY
1	06.15.23	Revision per City Comments 05.15.23	mb
2	07.25.23	Revision per City Comments 07.13.23	mb
3	08.17.23	Revision per City Comments 08.15.23	mb

Landscape Schedule & Details
Landscape Plan
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO. 23203
SCALE NTS
DATE March 23
SHEET L-001

25' North Landscape Buffer (Type C) 1,159 LF
60 Canopy Trees Required/60 Canopy Required Provided
25 Understory Trees Required/25 Understory Provided
255 Shrubs Required/ 321 Shrubs Provided

40' West Landscape Buffer (Type D) 147 LF
Emerging Gateway Corridor Overlay
11 Canopy Trees Required/10 Canopy Trees Provided
6 Understory Trees Required/6 Undestory Trees Provided
44 Shrubs Required/48 Shrubs Provided

20' South Landscape Buffer (Type C) 1,464 LF
82 Canopy Trees Required/82 Canopy Trees Provided
35 Understory Trees Required/35 Understory Trees Provided
351 Shrubs Required/ 351 Shrubs Provided

WETLAND
Existing trees to be preserved
1016
1014
1013
Tree Protection Area
Pond
Sod
Sod by Site Contractor
Sod by Site Contractor
Sod by Site Contractor
Sod
Sod
Property Boundary
Sign
Entrance
Sight Lines
SR 15A
N Spring Garden Ave.
Match Sheet L-101
Match Sheet L-102
Match Sheet L-101
Match Sheet L-103

PE1 6 · IV 2 · PE · PE 2 · JV 1 · QV 8 · JV 1 · PE 3 · PE 3 · JV 1 · PE 3 · JV 1 · VO 41 · JV 1 · LIN 6 · JV 1 · QV 2 · QV 2 · QV1 8 · QV1 1 · VO 7 · IV 4 · PE 16 · VO1 98

50.0 · 55.0 · 60.0 · 65.0 · 71.5 · 60.0 · 60.0 · 55.0 · 60.0 · 62.0 · 63.0 · 59.0 · 64.0 · 63.0 · 68.0 · 71.5 · 60.0

20' 0' 20' 40'

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	IV	Ilex vomitoria	Yaupon Holly	74	Min. 100 gal., 9` ht.x 5` spd; 4" cal. To measured with the 3 largest trunks.
	JV	Juniperus virginiana `silicicola`	Southern Red Cedar	8	Min., 200 gal., 17` ht. x 6' spd., 6" cal.
	LIN	Lagerstroemia indica `Natchez`	Crape Myrtle, White	6	Min., 45 gal., 7` ht.x 3.5' spd.,3" cal. multi-trunk. To be measured with the 3 largest trunks.
	PE	Pinus elliotti	Slash Pine	136	Min .100 gal., 10' ht. x 3' spd., 4" cal
	PE1	Pinus elliotti	Slash Pine	60	Min. 100 gal., 10` ht. x 3' spd., 4"cal
	QV	Quercus virginiana	Southern Live Oak	92	Min., 100 gal., 10' ht. x 6' spd., 4" cal.
	QV1	Quercus virginiana	Southern Live Oak	9	Min., 200 gal., 17' ht. x 10' spd., 6" cal.
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	VO	Viburnum odoratissimum	Sweet Viburnum	48	Min., 3 gal., 30" ht. x 24" spd., 36" o.c.
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	ICB	Ilex cornuta 'Dwarf Burford'	Dwarf Burford Holly	2,264	Min., 3 gal., 18" ht. x 18" spd., 24" o.c.
	VO1	Viburnum odoratissimum	Sweet Viburnum	1,090	Min. 3 gal., 30" ht. X 24" spd., 36" o.c.
	VS1	Viburnum suspensum	Sandankwa Viburnum	174	Min. gal., 30" ht. x 24 spd., 36" o.c.
SOD AREA	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	SOD	`Tifturf Bermuda Sod	Bermuda Sod	130,053 sf	Solid Sod

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3	08.17.23	Revision per City Comments 08.15.23	mb
2	07.25.23	Revision per City Comments 07.13.23	mb
1	06.15.23	Revision per City Comments 05.15.23	mb

Landcape Plan
Landscape Plans
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE March 23
SHEET L-101

PLANT SCHEDULE					
TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	IV	Ilex vomitoria	Yaupon Holly	74	Min. 100 gal., 9` ht.x 5' spd., 4" cal. To measured with the 3 largest trunks.
	JV	Juniperus virginiana `silicicola`	Southern Red Cedar	8	Min., 200 gal., 17` ht. x 6' spd., 6" cal.
	LIN	Lagerstroemia indica `Natche`	Crape Myrtle, White	6	Min., 45 gal., 7` ht x 3.5' spd.,3" cal .multi-trunk. To be measured with the 3 largest trunks.
	PE	Pinus elliotti	Slash Pine	136	Min .100 gal., 10' ht. x 3' spd., 4" cal
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	VO1	Viburnum odoratissimum	Sweet Viburnum	1,090	Min. 3 gal., 30" ht. X 24" spd., 36" o.c.
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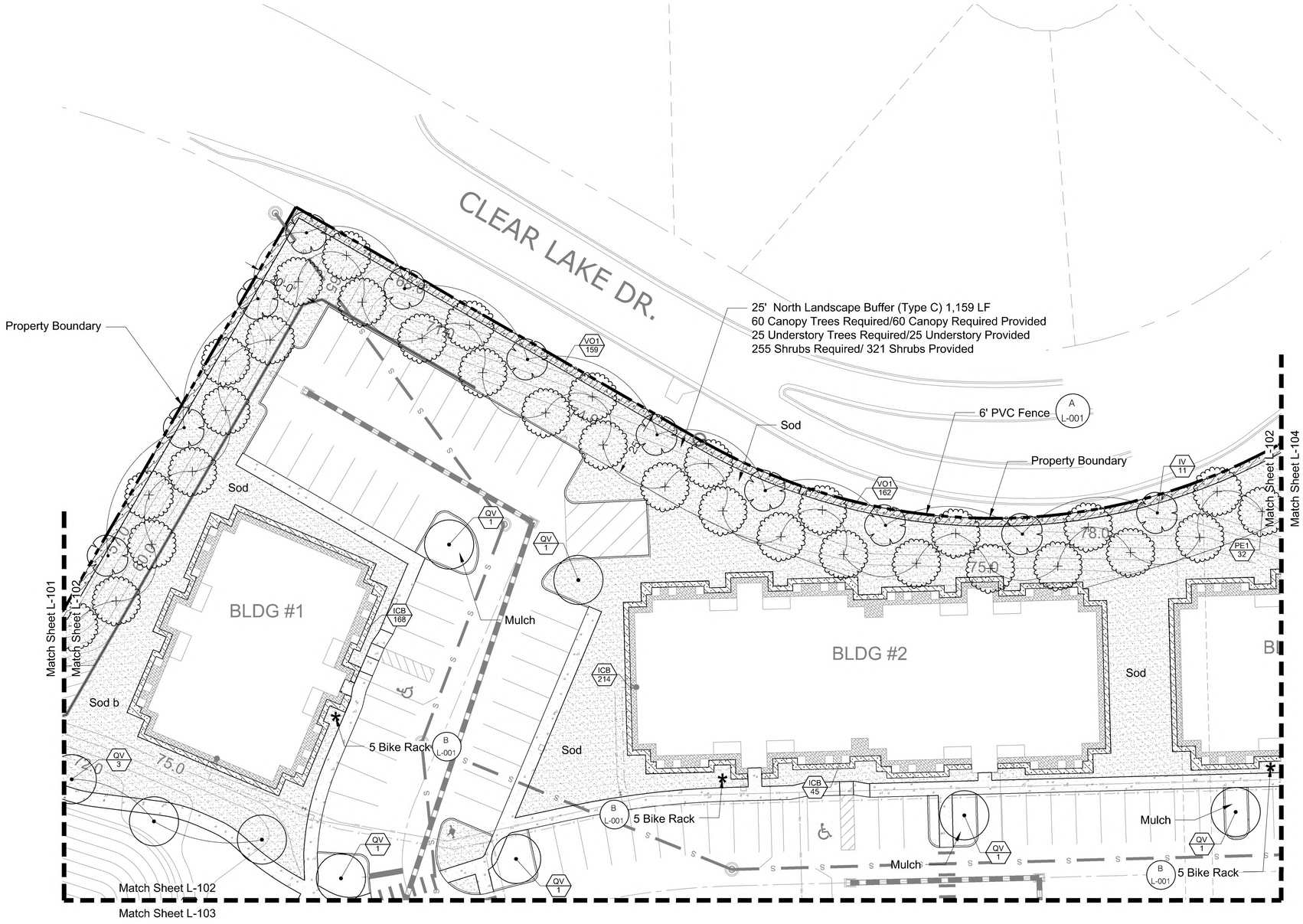
SOD AREA	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	SOD	Tiftuf Bermuda Sod	Bermuda Sod	130,053 sf	Solid Sod



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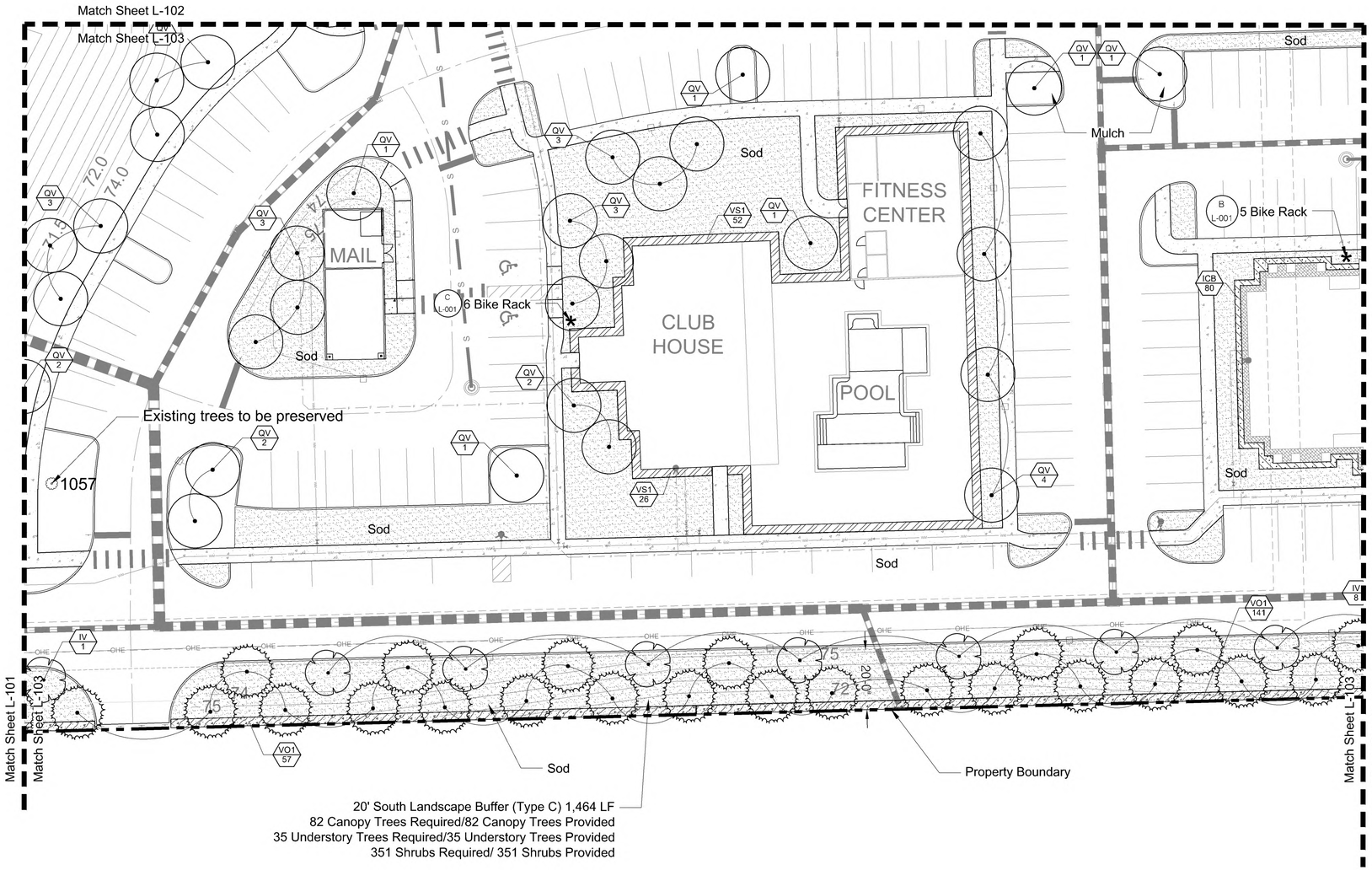
1	06.15.23	Revision per City Comments 05.15.23	mb

Landcape Plan
Landscape Plans
Hillpointe Deland
City of Deland, Florida

20' 0' 20' 40'

Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE March 23
SHEET L-102



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
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	JV	Juniperus virginiana `silicicola`	Southern Red Cedar	8	Min., 200 gal., 17` ht. x 6' spd., 6" cal.
	LIN	Lagerstroemia indica `Natchez`	Crape Myrtle, White	6	Min., 45 gal., 7` ht.x 3.5' spd, 3" cal. multi-trunk. To be measured with the 3 largest trunks.
	PE	Pinus elliotti	Slash Pine	136	Min .100 gal., 10' ht. x 3' spd., 4" cal
	PE1	Pinus elliotti	Slash Pine	60	Min. 100 gal., 10` ht. x 3' spd., 4"cal
	QV	Quercus virginiana	Southern Live Oak	92	Min., 100 gal., 10' ht. x 6' spd., 4" cal.
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SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
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SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
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	VO1	Viburnum odoratissimum	Sweet Viburnum	1,090	Min. 3 gal., 30" ht. X 24" spd., 36" o.c.
	VS1	Sandankwa Viburnum	Sandankwa Viburnum	174	Min. gal., 30" ht. x 24 spd., 36" o.c
SOD AREA	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	SOD	`Tifturf Bermuda Sod	Bermuda Sod	130,053 sf	Solid Sod

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REV.	DATE	DESCRIPTION	BY
3	08.17.23	Revision per City Comments 08.15.23	nrb
2	07.25.23	Revision per City Comments 07.13.23	nrb
1	05.15.23	Revision per City Comments 05.15.23	nrb

Landcape Plan
Landscape Plans
Hillpointe Deland
City of Deland, Florida

20' 0' 20' 40'

Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE March 23
SHEET L-103

25' North Landscape Buffer (Type C) 1,159 LF
60 Canopy Trees Required/60 Canopy Required Provided
25 Understory Trees Required/25 Understory Provided
255 Shrubs Required/ 321 Shrubs Provided

6' PVC Fence (A L-001)

Property Boundary

Sod

1141 1142 1143 429 340 339

78.0 77.0 66.0

DG #3

BLDG #4

BLDG #5

BLDG #6

Pond

Existing trees to be preserved

Mulch

5 Bike Rack (B L-001)

Covered Parking

20' East Landscape Buffer (Type C) 643 LF
36 Canopy Trees Required/38 Canopy Trees Provided
15 Understory Trees Required/15 Understory Trees
154 Shrubs Required/454 Shrubs Provided

Match Sheet L-102
Match Sheet L-103
Match Sheet L-104
Match Sheet L-105

PLANT SCHEDULE					
TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	IV	Ilex vomitoria	Yaupon Holly	74	Min. 100 gal., 9' Ht.x 5' spd., 4" cal. To measured with the 3 largest trunks.
	JV	Juniperus virginiana `silicicola`	Southern Red Cedar	8	Min., 200 gal., 17` Ht. x 6' spd., 8" cal.
	LIN	Lagerstroemia indica `Natchez`	Crape Myrtle, White	6	Min., 65 gal., 7` Ht x 3.5' spd.,3" cal. multi trunk. measured with the 3 largest trunks.
	PE	Pinus elliotti	Slash Pine	136	Min. 100 gal., 10' Ht. x 3' spd., 4" cal.
	PE1	Pinus elliotti	Slash Pine	60	Min. 100 gal., 10` Ht. x 3' spd., 4"cal
	QV	Quercus virginiana	Southern Live Oak	92	Min., 100 gal., 10 Ht. x 6 spd., 8" cal.
	QV1	Quercus virginiana	Southern Live Oak	9	Min., 200 gal., 17 Ht. x 10' spd., 8" cal.
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	VO	Viburnum odoratissimum	Sweet Viburnum	48	Min., 3 gal., 30" Ht. x 24" spd., 36" o.c.
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	ICB	Ilex cornuta `Dwarf Burford`	Dwarf Burford Holly	2,264	Min., 3 gal., 18" Ht. x 18" spd., 24" o.c.
	VO1	Viburnum odoratissimum	Sweet Viburnum	1,090	Min. 3 gal., 30" Ht. X 24" spd., 36" o.c
	VS1	Viburnum suspensum	Sandankwa Viburnum	174	Min., gal., 30" Ht. x 24 spd., 36" o.c.
SOD AREA	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	SOD	Tifturf Bermuda Sod	Bermuda Sod	30,053 sf	Solid Sod

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Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave. Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV.	DATE	DESCRIPTION	BY
3	08.17.23	Revision per City Comments 08.15.23	mb
2	07.25.23	Revision per City Comments 07.13.23	mb
1	06.15.23	Revision per City Comments 05.15.23	mb

Landcape Plan
Landscape Plans
Hillpointe Deland
City of Deland, Florida

PROJECT NO. 23203
SCALE 1" = 40'
DATE March 23
SHEET L-104

Date:

20' 0' 20' 40'

Match Sheet L-104

Match Sheet L-105

Match Sheet L-103

Match Sheet L-105

Mulch

B L-001 5 Bike Rack

QV 1

ICB 51

ICB 82

QV 3

QV 3

9= BAY COVERED PARKING (1 HC)

BLDG #7

IV 2

Property Boundary

Sod

226

227

Sod

ICB 51

QV 1

Existing trees to be preserved

136

138

139

137

QV 1

Mulch

10-BAY COVERED PARKING

B L-001 5 Bike Rack

QV 2

ICB 51

BLDG #8

IV 7

PE 19

VO1 110

QV 3

20' East Landscape Buffer (Type C) 643 LF
36 Canopy Trees Required/38 Canopy Trees Provided
15 Understory Trees Required/15 Understory Trees
154 Shrubs Required/454 Shrubs Provided

Property Boundary

Sod

IV 1

PE 30

Existing trees to be preserved

141

142

143

VO1 22

PE 2

ICB 217

ICB 49

5 Bike Rack B L-001

ICB 217

Sod

BLDG #9

69.1

Pond

59.0

59.0

68.0

74.0

20'-0"

Sod by Site Contractor

IV 3

VO1 163

33

IV 2

Sod

IV 2

IV 2

IV 2

IV 2

IV 2

IV 2

PE 25

IV 1

25

27

26

70.0

65.0

Sod

Property Boundary

20' South Landscape Buffer (Type C) 1,464 LF
82 Canopy Trees Required/82 Canopy Trees Provided
35 Understory Trees Required/35 Understory Trees Provided
351 Shrubs Required/ 351 Shrubs Provided

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	IV	Ilex vomitoria	Yaupon Holly	74	Min. 100 gal., 9' Ht.x 5' spd., 4" cal. *To measured with the 3 largest trunks.
	JV	Juniperus virginiana 'silicicola'	Southern Red Cedar	6	Min., 200 gal., 17' Ht. x 6' spd., 8" cal.
	LIN	Lagerstroemia indica 'Natchz'	Crape Myrtle, White	6	Min., 45 gal., 7' Ht x 3.5' spd.,2" cal.,multi trunk, *To measured with the 3 largest trunks.
	PE	Pinus elliottii	Slash Pine	136	Min. 100 gal., 10' Ht. x 5' spd., 4" cal
	PE1	Pinus elliottii	Slash Pine	60	Min. 100 gal., 10' Ht. x 5' spd., 4"cal
	QV	Quercus virginiana	Southern Live Oak	82	Min., 100 gal., 10' Ht. x 6' spd., 4" cal.
	QV1	Quercus virginiana	Southern Live Oak	9	Min., 200 gal., 17' Ht. x 10' spd., 8" cal.
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	VO	Viburnum odoratissimum	Sweet Viburnum	48	Min., 3 gal., 30" Ht. x 24" spd., 36" o.c.
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	ICB	Ilex cornuta 'Dwarf Burford'	Dwarf Burford Holly	2,264	Min., 3 gal., 18" Ht. x 18" spd., 24" o.c.
	VO1	Viburnum odoratissimum	Sweet Viburnum	1,090	Min. 3 gal., 30" Ht. X 24" spd., 36" o.c.
	VS1	Viburnum suspensum	Sandankwa Viburnum	174	Min. gal., 30" Ht. x 24 spd., 36" o.c.
SOD AREA	CODE	BOTANICAL NAME	COMMON NAME	QTY	REMARKS
	SOD	Tifturf Bermuda Sod	Bermuda Sod	130,053 sf	Solid Sod

20' 0' 20' 40'

Date:

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REV.	DATE	DESCRIPTION	BY
3	08.17.23	Revision per City Comments 08.15.23	nrb
2	07.25.23	Revision per City Comments 07.13.23	nrb
1	06.15.23	Revision per City Comments 05.15.23	nrb

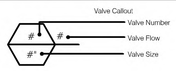
Landscape Plan

Landscape Plans
Hillpointe Deland
City of Deland, Florida

PROJECT NO. 23203
SCALE 1" = 20'
DATE March 23
SHEET L-105

IRRIGATION SCHEDULE

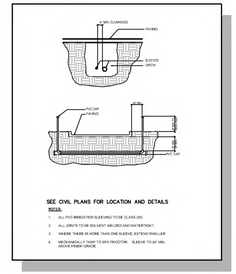
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI			
EST LCS RCS CST SST	Rain Bird 1806 (MPR) 15 Strip Series Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	144	30			
Q H F	Rain Bird 1806 (MPR) 5 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	8	30			
Q T H F	Rain Bird 1806 (MPR) 8 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	341	30			
Q T H F	Rain Bird 1806 (MPR) 10 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	132	30			
Q T H TQ F	Rain Bird 1806 (MPR) 12 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	99	30			
Q T H TQ F	Rain Bird 1806 (MPR) 15 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	165	30			
EST LCS RCS CST SST	Rain Bird 1800-PA-8S-NP 15 Strip Series Shrub Spray on fixed riser with the PA-8S Purple Shrub Adapter. Use with 1/2" MPT threaded risers.	467	30			
1401 1402 1404 1408	Rain Bird 1804-1400 Flood Tree Bubbler 1401 Flood Bubbler 4.0" popup	384	20			
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS	
25	Rain Bird 5006-R-NP-PC,FC-MPR 25 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	210	35		24'	
30	Rain Bird 5006-R-NP-PC,FC-MPR 30 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	12	35		30'	
35	Rain Bird 5006-R-NP-PC,FC-MPR 35 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	45	35		34'	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY				DETAIL
	Area to Receive Dripline Rain Bird XFCV-06-18 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	10,860 s.f.				
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY				
	Rain Bird PESBR 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, and Purple Flow Control Handle.	52				
	Rain Bird PESBR-PRS-D (2) 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module.	38				
BF	Febco 825YA 1" Reduced Pressure Backflow Preventer	1				
C1	Rain Bird ESP-LXD with (1) ESPLXD-SM75 Two-Wire Decoder Commercial Controller. 125 Stations. UV-Resistant, Outdoor-Rated, Plastic Locking Wall-Mountable Case. Available in the US market, International, European, or Australian Markets.	1				
C2	Rain Bird ESP8LXMEF 8 Station Capable Commercial Controller. Mounted on a Plastic Wall Mount. Flow Sensing and Water Management Capabilities	1				
RS	Rain Bird RSD-BEx Rain Sensor, with metal latching bracket, extension wire.	2				
M1	Water Meter 2" 2" Reclaim Water Meter	1				
M2	Water Meter 2" 2" Reclaim Water Meter	1				
	Irrigation Lateral Line: PVC Class 200 SDR 21	31,084 l.f.				
	Irrigation Mainline: PVC Class 200 SDR 21	8,997 l.f.				

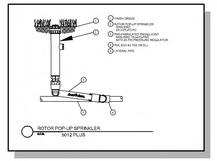


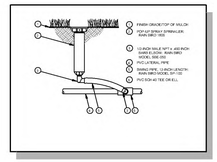
WATERING SCHEDULE

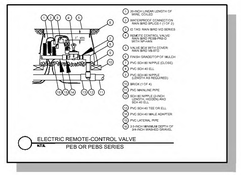
NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	210	105
2	Rain Bird PESBR	Shrub Spray	2.79 in/h	1	22	426.1	213.1
3	Rain Bird PESBR-PRS-D (2)	Turf Rotor	0.62 in/h	1	98	3,295	1,647
4	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	345	172.5
5	Rain Bird PESBR	Shrub Spray	2.81 in/h	1	22	1,118	559.2
6	Rain Bird PESBR	Turf Rotor	0.75 in/h	1	80	2,162	1,081
7	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	300	150
8	Rain Bird PESBR	Shrub Spray	2.85 in/h	1	22	1,105	552.4
9	Rain Bird PESBR	Turf Rotor	0.67 in/h	1	90	2,805	1,403
10	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	270	135
11	Rain Bird PESBR	Shrub Spray	2.78 in/h	1	22	1,065	532.5
12	Rain Bird PESBR	Turf Rotor	0.81 in/h	1	75	1,302	651
13	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	270	135
14	Rain Bird PESBR-PRS-D (2)	Shrub Spray	2.77 in/h	1	22	1,038	519.2
15	Rain Bird PESBR	Turf Rotor	0.77 in/h	1	79	3,091	1,546
16	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	270	135
17	Rain Bird PESBR	Shrub Spray	2.8 in/h	1	22	971.7	485.9
18	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	300	150
19	Rain Bird PESBR	Turf Rotor	0.78 in/h	1	78	3,172	1,586
20	Rain Bird PESBR	Shrub Spray	2.84 in/h	1	22	958.3	479.2
21	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	330	165
22	Rain Bird PESBR	Shrub Spray	2.77 in/h	1	22	1,038	519.2
23	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	360	180
24	Rain Bird PESBR	Turf Spray	0.62 in/h	1	98	3,847	1,923
25	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	165	82.5
26	Rain Bird PESBR	Turf Spray	0.66 in/h	1	91	1,975	987.4
27	Rain Bird PESBR	Turf Rotor	0.74 in/h	1	82	2,950	1,475
28	Rain Bird PESBR	Shrub Spray	2.79 in/h	1	22	945.1	472.6
29	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	300	150
30	Rain Bird PESBR	Shrub Spray	3.08 in/h	1	20	871.2	435.6
31	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	225	112.5
32	Rain Bird PESBR	Turf Rotor	0.74 in/h	1	81	3,085	1,543
33	Rain Bird PESBR	Shrub Spray	2.78 in/h	1	22	891.9	445.9
34	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	300	150
35	Rain Bird PESBR	Turf Rotor	0.69 in/h	1	88	2,614	1,307
36	Rain Bird PESBR	Turf Rotor	0.74 in/h	1	81	1,733	866.7
37	Rain Bird PESBR	Shrub Spray	3.01 in/h	1	20	605	302.5
38	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	195	97.5
39	Rain Bird PESBR	Shrub Spray	2.92 in/h	1	21	965.8	482.9
40	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	300	150
41	Rain Bird PESBR	Turf Rotor	0.73 in/h	1	83	1,653	826.3
42	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	165	82.5
43	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	315	157.5
44	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	195	97.5
45	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	60	30
46	Rain Bird PESBR	Turf Rotor	0.66 in/h	1	91	2,903	1,451
47	Rain Bird PESBR	Turf Rotor	0.69 in/h	1	88	3,674	1,837
48	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	364.8	182.4
49	Rain Bird PESBR	Turf Spray	1.59 in/h	1	38	1,511	755.3
50	Rain Bird PESBR	Turf Rotor	0.63 in/h	1	96	3,339	1,669
51	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	255	127.5
52	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	834	417
53	Rain Bird PESBR	Turf Rotor	0.7 in/h	1	86	2,411	1,206
54	Rain Bird PESBR	Turf Spray	0.55 in/h	1	110	4,392	2,196
55	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	559.2	279.6
56	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	120	60
57	Rain Bird PESBR	Turf Rotor	0.67 in/h	1	90	1,382	691.2
58	Rain Bird PESBR	Turf Spray	1.74 in/h	1	35	685.3	342.7
59	Rain Bird PESBR	Turf Spray	1.94 in/h	1	31	792.4	396.2
60	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	75	37.5
61	Rain Bird PESBR	Turf Spray	1.62 in/h	1	37	961.6	480.8
62	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	757.2	378.6
63	Rain Bird PESBR	Turf Spray	1.62 in/h	1	37	1,000	500.2
64	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	337.2	168.6
65	Rain Bird PESBR	Turf Spray	2.31 in/h	1	26	650.8	325.4
66	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	333.6	166.8
67	Rain Bird PESBR	Turf Spray	0.81 in/h	1	75	2,237	1,118
68	Rain Bird PESBR	Turf Rotor	0.67 in/h	1	89	3,106	1,553
69	Rain Bird PESBR	Turf Spray	0.61 in/h	1	99	4,157	2,079
70	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	90	45
71	Rain Bird PESBR	Turf Spray	1.71 in/h	1	36	886.0	443.0
72	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	76.8	38.4
73	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	804	402
74	Rain Bird PESBR	Turf Spray	0.76 in/h	1	80	3,972	1,986
75	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	105	52.5
76	Rain Bird PESBR	Turf Spray	1.44 in/h	1	42	1,079	539.3
77	Rain Bird PESBR	Turf Spray	1.96 in/h	1	31	811.9	405.9
78	Rain Bird PESBR	Turf Spray	1.57 in/h	1	39	1,254	627.1
79	Rain Bird PESBR	Turf Rotor	0.78 in/h	1	78	2,117	1,058
80	Rain Bird PESBR	Turf Rotor	0.71 in/h	1	85	2,036	1,018
81	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.85	15	240	120
82	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	120	571.2	285.6
83	Rain Bird PESBR	Turf Spray	1.52 in/h	1	40	1,673	836.4
84	Rain Bird PESBR	Turf Spray	2,547 in/h	1	1	26.5	13.2
85	Rain Bird PESBR	Turf Spray	1.49 in/h	1	41	1,324	661.9
86	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	119	573.6	286.8
87	Rain Bird PESBR	Turf Spray	1.49 in/h	1	41	1,533	766.7
88	Rain Bird PESBR	Turf Spray	1.4 in/h	1	43	1,438	719.0
89	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.85	119	570.0	285.0
90	Rain Bird PESBR	Turf Spray	1.61 in/h	1	38	1,316	658.0
		TOTALS:			4,701	109,895	54,947

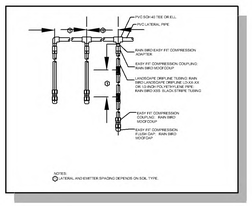
DETAILS











IRRIGATION SYSTEM PERFORMANCE NOTES

1) IRRIGATION SYSTEM AS SHOWN IS DESIGNED TO OPERATE OFF A RECLAIM WATER SOURCE WITH A PROVIDING A MINIMUM PSI OF 45 AT THE SOURCE

2) HEAD LAYOUT BASED ON BASE INFORMATION PROVIDED. HEADS SHALL BE ADJUSTED TO ACCOMMODATE FIELD VARIATIONS WHILE MAINTAINING 100% COVERAGE AND MINIMIZING OVER SPRAY ONTO PAVED AREAS AND BUILDINGS.

3) LATERAL PIPE SHALL BE SIZED SO THAT WATER VELOCITY DOES NOT EXCEED 5 FEET PER SECOND. MAXIMUM GPM PER PIPE SIZE AS FOLLOWS:

3/4 PIPE	8 GPM
1" PIPE	14 GPM
1 1/4" PIPE	24 GPM
1 1/2" PIPE	36 GPM
2" PIPE	50 GPM
2 /2" PIPE	80 GPM
3" PIPE	120 GPM
4" PIPE	200 GPM
6" PIPE	450 GPM

NOTE:

1. LAND F/X IRRIGATION WAS UTILIZED TO DESIGN THE IRRIGATION SYSTEM.

2. MAINLINE, LATERAL PIPE & CONTROL VALVES SHOWN IN HARDSCAPE/BUILDINGS AREA'S OR OUTSIDE OF PROPERTY LINES IS FOR CLARITY ONLY. INSTALL PIPE AND EQUIPMENT IN GREEN SPACE AND WITHIN PROPERTY LINES.

GENERAL NOTES

1. REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE AND SHRUB LOCATIONS.
2. ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER AND ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
3. ALL POP-UP ROTOR AND SPRAY HEADS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. CONTRACTOR SHALL NOT USE FUNNY PIPE.
4. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS, THE SMALLEST LATERAL, PIPE SIZE TO A SINGLE SPRAY OR ROTOR HEAD SHALL BE $\frac{3}{4}$".
5. ALL RISERS SHALL BE STAKED WITH A 1" METAL DOWEL AND SECURED WITH UV RESISTANT PLASTIC CABLE TIES. RISERS AND DOWEL SHALL BE PAINTED FLAT BLACK.
6. ALL REMOTE CONTROL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.
7. THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
8. CONTROL WIRE SHALL BE 14-1 UF DIRECT BURIAL COLORED RED FOR CONTROL WIRES AND WHITE FOR COMMON WIRE. NO CROSS CONNECTION BETWEEN CONTROLLERS SHALL BE ALLOWED. WIRE SPLICES SHALL BE MADE ONLY IN VALVE BOXES USING RAINBIRD "SNAP-TITE" CONNECTORS.
9. ANY PIPING OR VALVES SHOWN OUTSIDE THE PROPERTY LINE OR OUTSIDE OF A LANDSCAPE AREA IN SHOWN THERE FOR DESIGN CLARITY ONLY. ALL PIPING AND VALVES SHALL BE INSTALLED ON THE PROPERTY AND WITHIN LANDSCAPE AREAS.
10. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH, AND EXERCISE CARE SO AS TO NOT DAMAGE ANY EXISTING BERMS, WALLS, STRUCTURES, PLANT MATERIALS AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OR REPLACEMENT OF ALL ITEMS DAMAGE BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF SLEEVES AND PIPING THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
11. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN ARE DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATIONS IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS.
12. FINAL LOCATION OF THE AUTOMATIC CONTROLLER(S) SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
13. ELECTRICAL SERVICE TO ALL EQUIPMENT SHALL BE PROVIDED TO A JUNCTION BOX AT THE EQUIPMENT LOCATION, (BY OTHERS, NOT A PART OF THIS CONTRACT) THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CONNECTION FROM THE JUNCTION BOX TO ALL EQUIPMENT.
14. THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES TO PROVIDE OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC. IN ORDER TO ACCOMPLISH THIS, THE CONTRACTOR MAY SUBSTITUTE VARIABLE ARC NOZZLES IN PLACE OF THE SPECIFIED FIXED ARC NOZZLES WHERE NECESSARY. PRESSURE COMPENSATING SCREENS MAY ALSO BE USED TO REDUCE SPRAY DISTANCE.
15. THE CONTRACTOR SHALL COMPLETE ALL WORK IN ACCORDANCE WITH ALL PREVAILING LAWNS, CODES AND REGULATIONS.
16. ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
17. THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. A COPY OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE AS-BUILT DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
18. ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
19. SLEEVES SHALL BE PLACE UNDER PAVEMENT AS SHOWN ON PLANS AND SHALL BE A MINIMUM OF 2X THE SIZE OF THE IRRIGATION PIPE.
20. CONTRACTOR SHALL PERFORM PRESSURE AND VOLUME TEST ON IRRIGATION WATER SOURCE OVER A CONTINUOUS 24 HOUR PERIOD PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION WORK, SHOULD THE AVAILABLE SUPPLY NOT BE ADEQUATE TO MEET THE DEMANDS OF THE IRRIGATION SYSTEM AS DESIGNED THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION FOR DESIGN MODIFICATIONS.
21. ALL IRRIGATION PIPES, SPRINKLER CAPS AND VALVE BOX COVERS SHALL BE PURPLE TO DENOTE REUSE WATER. CONTRACTOR TO PROVIDE SIGNAGE AT ALL PROJECT ENTRANCES DENOTING REUSE IRRIGATION WATER. SEE CIVIL PLAN FOR LOCATION AND DETAIL.

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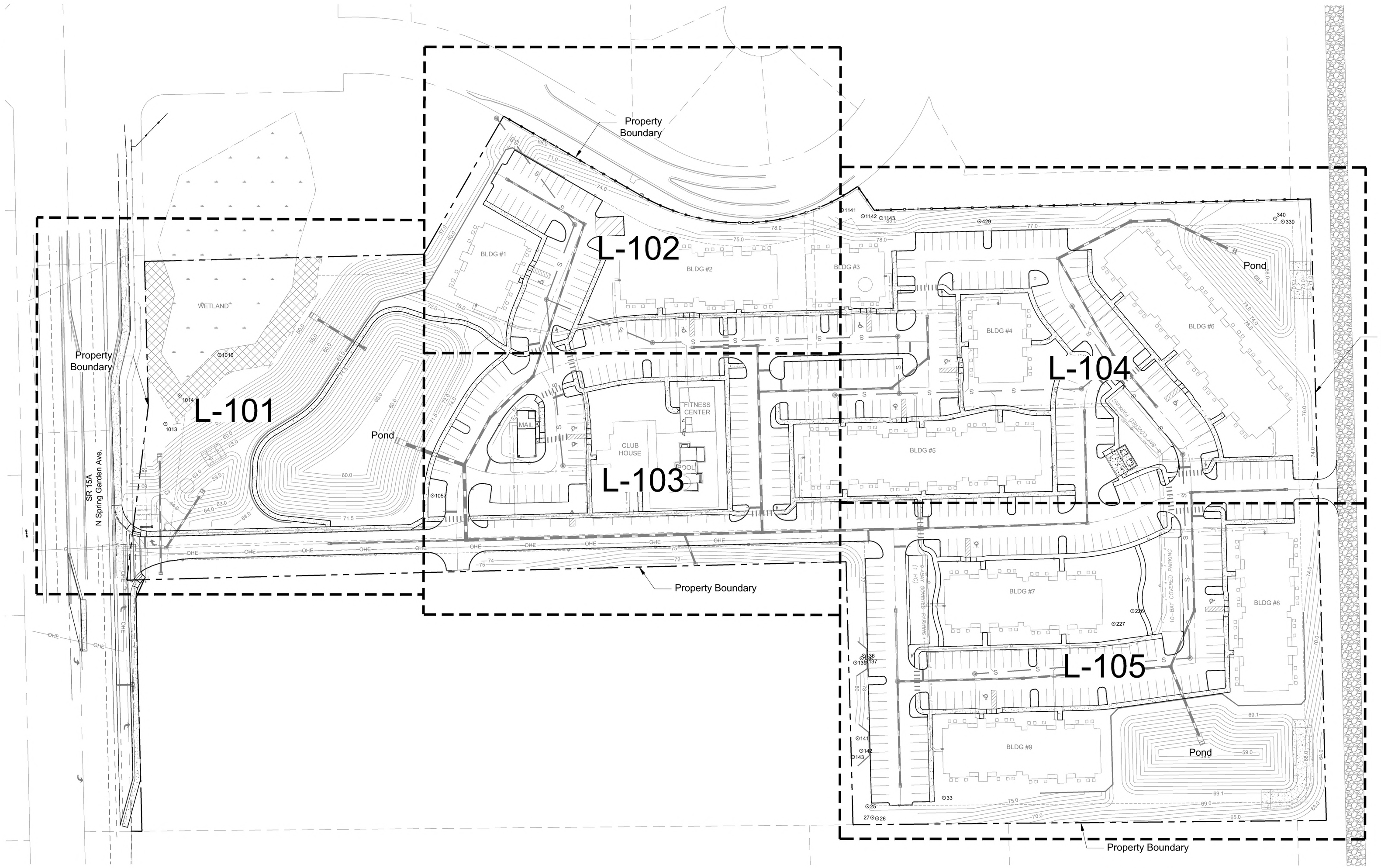
REV	DATE	DESCRIPTION	BY
1	07.25.23	Revision per City Comments 07.13.23	nrb

Irrigation Schedule & Detail
Irrigation Plan
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO. 23203
SCALE NTS
DATE May 2023
SHEET I-001



thomas E Daly

Digitally signed by thomas E Daly
Date: 2023.08.18 09:50:14 -04'00'

50' 0' 50' 100'

Date:

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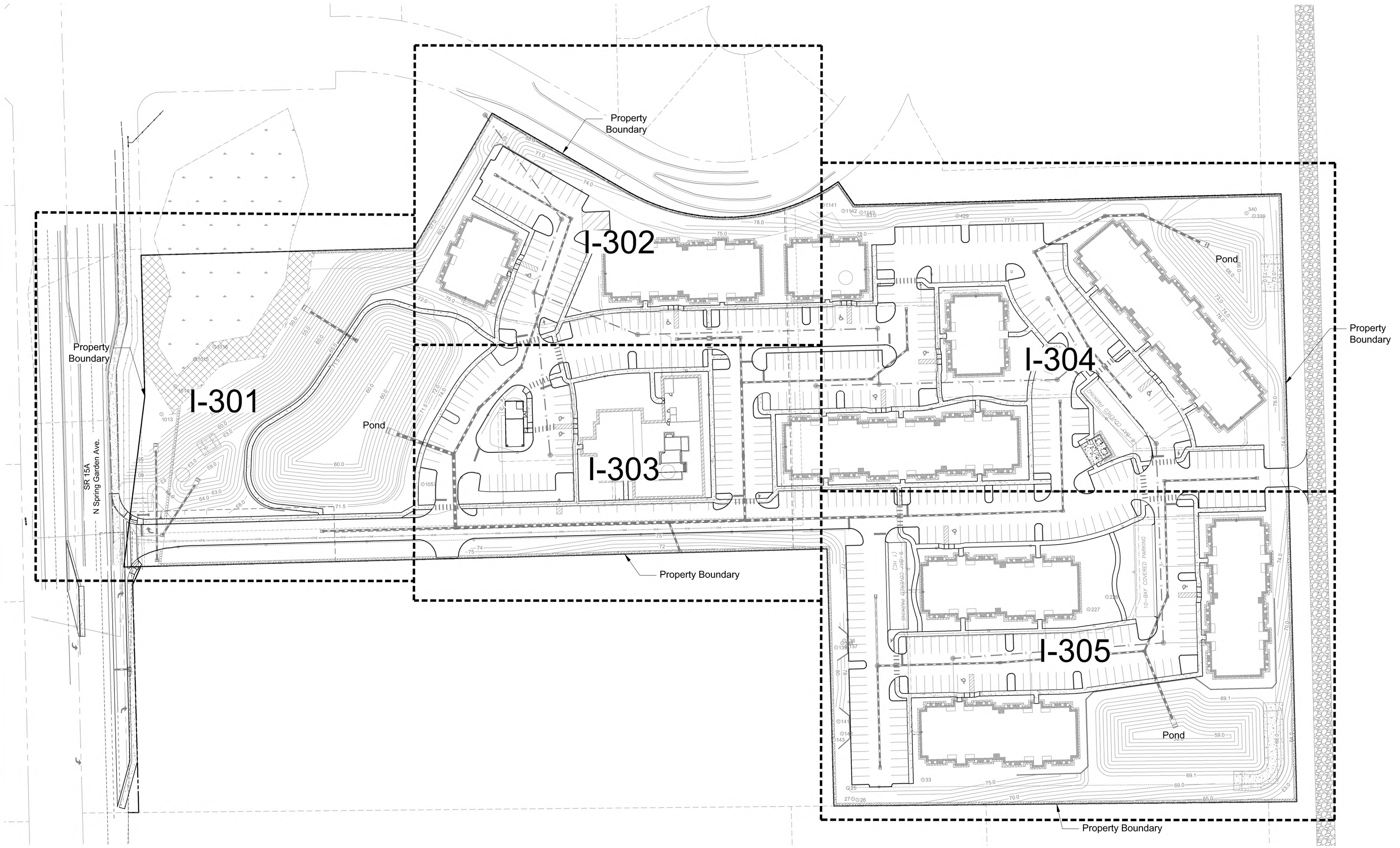
REV.	DATE	DESCRIPTION	BY
3	08.17.23	Revision per City Comments 08.15.23	mb
2	07.29.23	Revision per City Comments 07.13.23	mb
1	06.15.23	Revision per City Comments 05.15.23	mb

Landcape Key Sheet
Landscape Plans
Hillpointe Deland
City of Deland, Florida

PROJECT NO. 23203
SCALE 1" = 50'
DATE March 23
SHEET K-100



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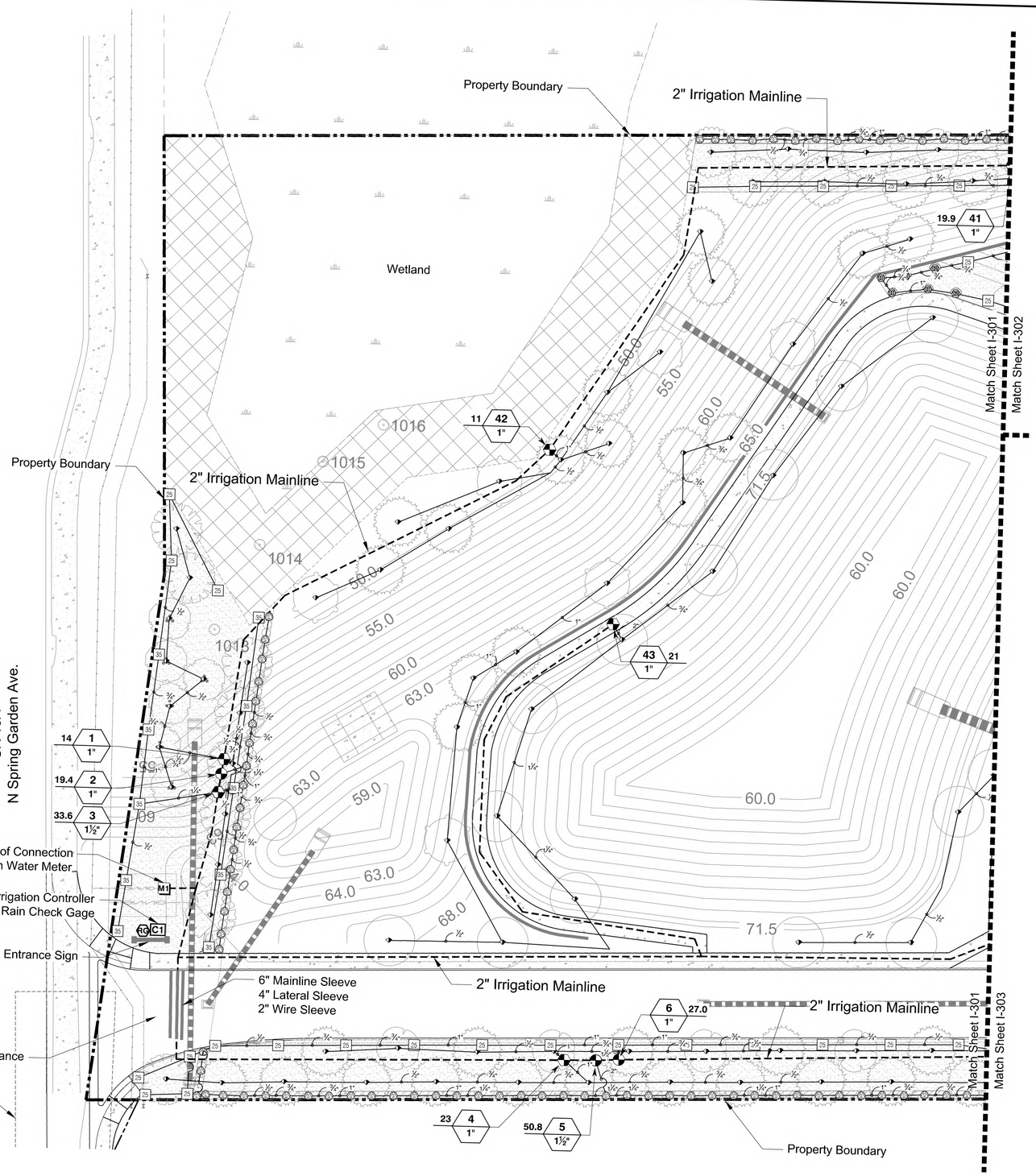
REV	DATE	DESCRIPTION	BY
1	07.25.23	Revision per City Comments 07.13.23	HD

Irrigation Key Sheet
Landscape Plans
Hillpointe Deland
City of Deland, Florida

50' 0' 50' 100'

Date:

PROJECT NO.
23203
SCALE
1" = 50'
DATE
May 2023
SHEET
K-300



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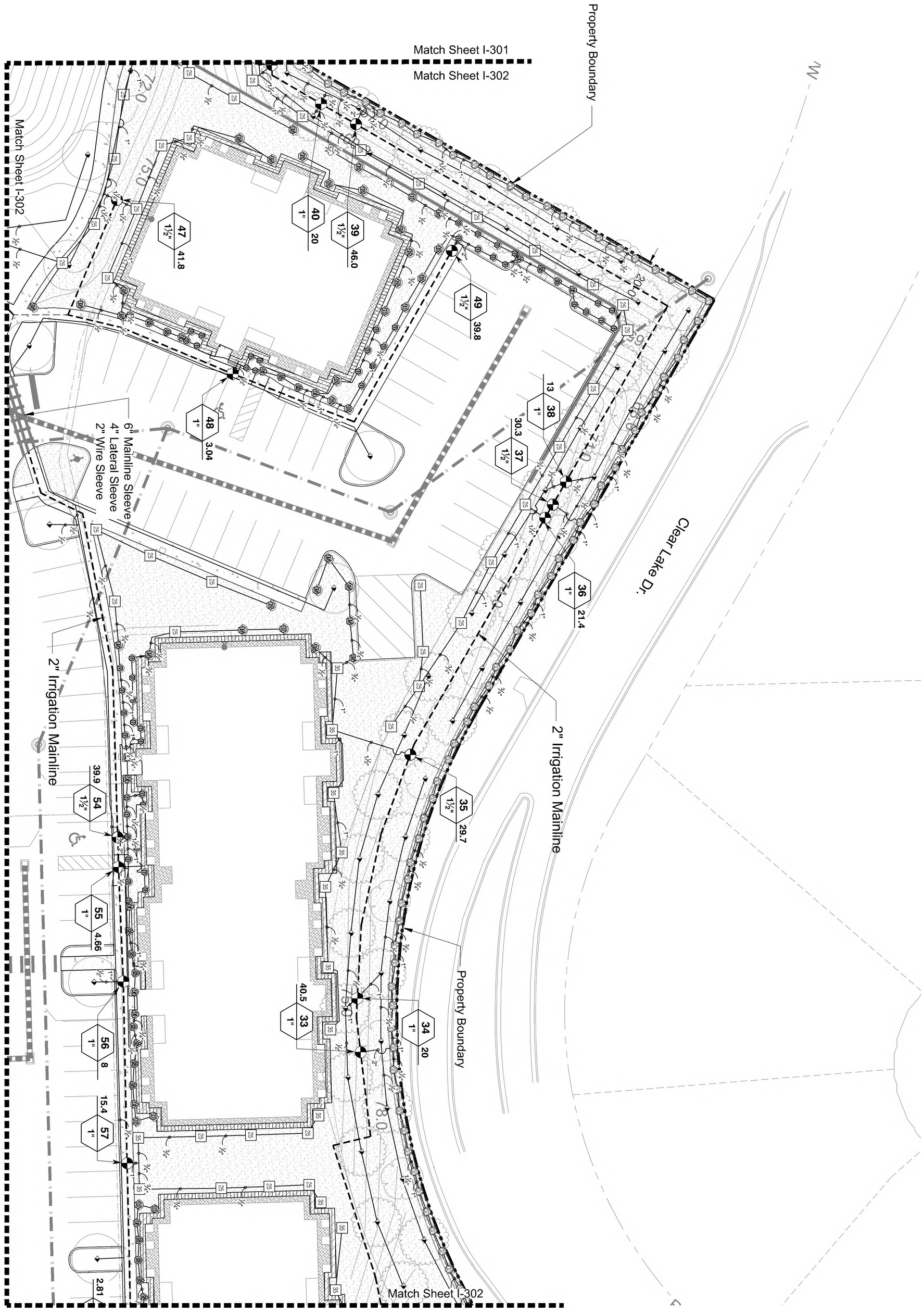
NO.	DATE	BY
1	07.25.23	Revision per City Comments 07.13.23

Irrigation Plan
Irrigation Plans
Hillpointe Deland
City of Deland, Florida

20' 0' 20' 40'

Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE May 2023
SHEET I-301



Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE May 2023
SHEET I-302

Irrigation Plan

Irrigation Plans
Hillpointe Deland
City of Deland, Florida

REV.	DATE	DESCRIPTION	BY
1	07.25.23	Revision per City Comments 07.13.23	nrb

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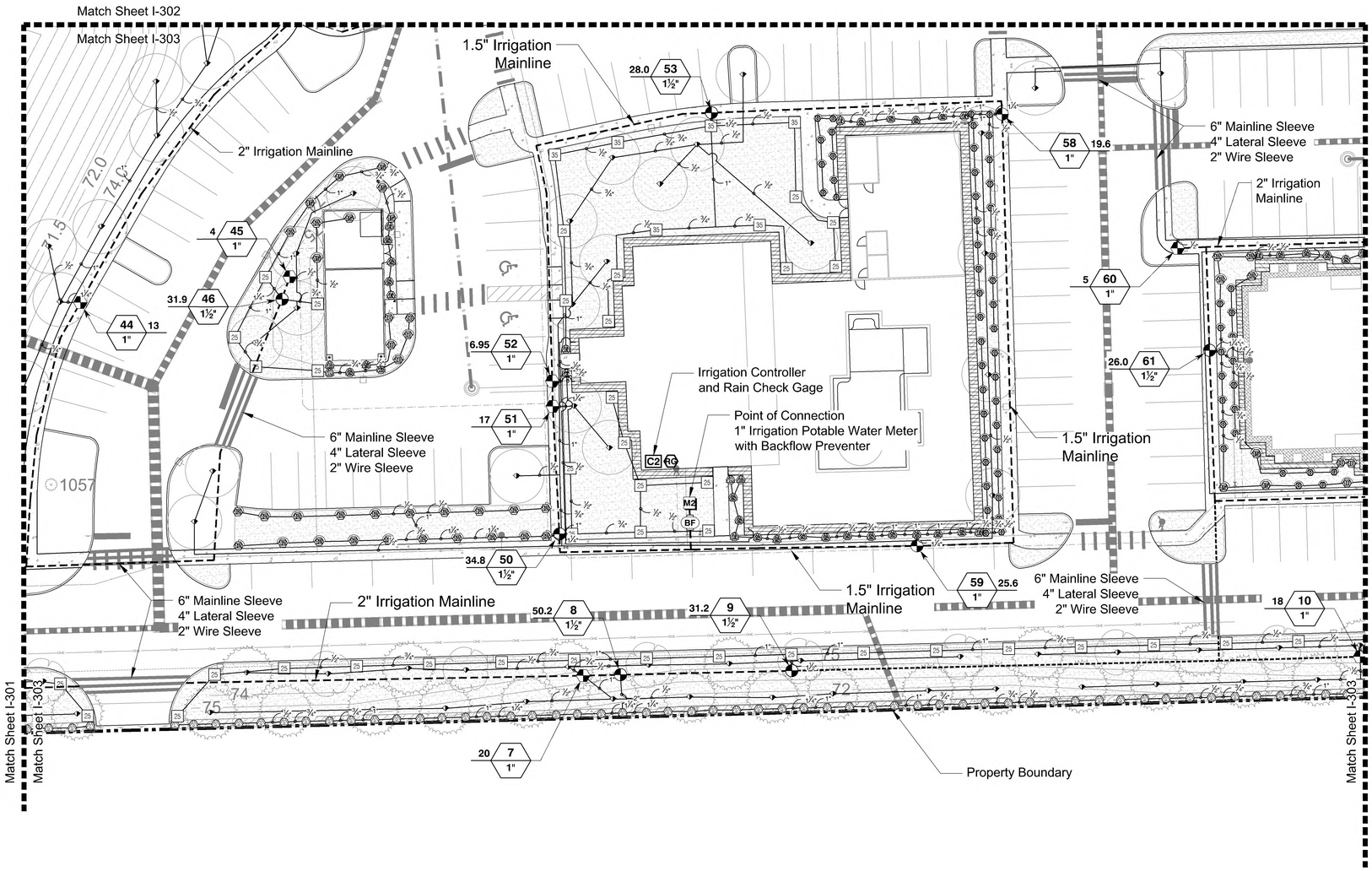

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REV.	DATE	DESCRIPTION	BY
1	07.25.23	Revision per City Comments 07.13.23	HTD

Irrigation Plan
Irrigations Plan
Hillpointe Deland
City of Deland, Florida

20' 0' 20' 40'

Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE May 2023
SHEET I-303

2" Irrigation Mainline
Property Boundary
6" Mainline Sleeve
4" Lateral Sleeve
2" Wire Sleeve
Pond
Mulch
Match Sheet I-302
Match Sheet I-304
Match Sheet I-303
Match Sheet I-304
Match Sheet I-304
Match Sheet I-305
1141
1142
1143
830
429
77
78 0
340
66.0
66.0
73.0
73.0
74.0
76.0
74.0
32 38.1 1½"
30
15 31 1"
30 43.6 1½"
20 29 1½"
43.0 28 1½"
36.0 27 1½"
67 29.8 1½"
21.7 26 1"
42.0 69 1½"
11 25 1"
24 23 1½"
39.3 24 1½"
22 47.2 1½"
25.0 65 1½"
2.78 66 1"
68 34.9 1½"
6.7 73 1"
6.31 62 1"
63 27.0 1½"
70 6 1"
71 24.6 1"
72 0.64 1"
49.7 74 1½"
75 7 1"
76 25.7 1½"
26.2 77 1½"
20' 0' 20' 40'

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REV	DATE	DESCRIPTION	BY
1	07.25.23	Revision per City Comments 07.13.23	mb

Irrigation Plan
Irrigtion Plans
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE May 2023
SHEET I-304

Match Sheet I-304
Match Sheet I-305
Match Sheet I-303
Match Sheet I-305
2" Irrigation Mainline
6" Mainline Sleeve
4" Lateral Sleeve
2" Wire Sleeve
Property Boundary
10-BAY COVERED PARKING
Pond
69.1
59.0
2" Irrigation Mainline
Property Boundary

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REV.	DATE	DESCRIPTION	BY
1	07.25.23	Revision per City Comments 07.13.23	mb

Irrigation Plan
Irrigation Plans
Hillpointe Deland
City of Deland, Florida

Date:

PROJECT NO. 23203
SCALE 1" = 20'
DATE May 2023
SHEET I-305

SITE INSPECTION REPORT
FOR ENVIRONMENTAL SERVICES
14.57-acre property off N. Spring Garden Avenue, Volusia County, DeLand, Florida (RayEA Project FL2022-HP-14)

MAY 2022

Prepared for
Hillpointe, LLC
By
RayEA, LLC



RayEA, LLC
ECOLOGICAL APPLICATIONS

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2.0 INTRODUCTION……3
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4.0 RESULTS……7
5.0 DISCUSSION……10
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LIST OF ATTACHMENTS

1. **Available Government Data**
    a. **Figure 1-**USDA/NRCS Soil Survey Map
    b. **Figure 2-**USFWS National Wetland Inventory Map
    c. **Figure 3-**FEMA Floodplain Map
    d. **APT** Antecedent Precipitation Tool 4-11-22
    e. **USWS/IPaC** Coordination 3-15-22
    f. **FNAI** Date Inventory

2. **Field Data Forms**
    a. Chapter 62-340 FDEP Paired Wetland Points Data Forms

3. **Site Photos (4/18-22/22)**

4. **Site Specific Data Maps**
    a. MapRight Topographic and Water Resource Aerial Overlay
    b. Wetland Boundary Map
    c. Tree Survey Location Maps

5. **Tree Survey Data**
    a. Full Tree Survey Table

Cover Photo: Alexandra Collazos marking one of 505 invasive camphor trees (Cinnamomum camphora) that reduced the density of native trees 50-75% in the western portion of the site

1.0 EXECUTIVE SUMMARY

RayEA, LLC (RayEA) was contracted by Hillpointe, LLC to perform a site environmental assessment of a 14.57-acre property off N. Spring Garden Avenue, Volusia County, DeLand, Florida. This environmental assessment was to include a wetland delineation, protected species survey and a tree survey. RayEA dispatched ecologists and arborists to the site to undertake these assessments.

A 0.7-acre wetland associated with the Cascade Homeowners Association, Inc. stormwater retention basin was identified and delineated. The majority of that wetland lies upon CHA, Inc. property. No significant protected species issues were observed. There were 1,171 trees on-site that were six inches in diameter or larger. Of those, 519 were invasive species discounted from permitting and 127 native trees in poor condition are also exempted from permitting. There are 525 remaining trees to be avoided or permitted for removal. There were only 10 Specimen Trees on site.

2.0 INTRODUCTION

Mr. Nick Everly, Senior Director of Land Planning & Entitlements for Hillpointe, LLC hired RayEA, LLC to provide environmental services to assist with development planning of four parcels comprising 14.57-acres of primarily thickly wooded land in DeLand, Florida off North Springs Garden Avenue. The City requires a tree survey as part of development planning. Hillpointe, LLC also requested RayEA, LLC to provide wetland and wildlife environmental assessments. To aid in scoping these efforts, Hillpointe provided a location and general MapRight topographic and water resource aerial map base overlay (Attachment 4). Then RayEA contacted City of DeLand Planning Department, Arborist, and Tree Advisory Committee personnel to clarify and negotiate how the survey would be done to comply with the City Tree Protection ordinance. Various additional database searches and purchases were undertaken to prepare for the site visit (Attachment 1). Then two RayEA ecologists and a Certified arborist team visited the site to undertake the contracted on-site planning and due diligence efforts.

3.0 METHODS

RayEA personnel collected and reviewed available government data to assist with the on-site assessment of wetlands and potential protected species on the site. Pertinent documents that were reviewed and included here for reference are Volusia County Soil Survey maps (U.S. Department of Agriculture, Natural Resource Conservation Service), National Wetland Inventory maps (U.S. Department of the Interior, Fish and Wildlife Service), Antecedent Precipitation Tool (APT) to assess current hydrological conditions, protected species information for Volusia County survey quadrants per the Florida Natural Areas Inventory (FNAI) on-line database, a specific Standard Data Report purchased from FNAI for an element occurrence of species and habitats known, likely, or potential in the vicinity of the site, the USFWS Information for Planning and

Conservation (IPaC) database (Generated 3-15-22), and a FEMA Floodplain panel for the site.

On-Site Tree Marking and Assessment

RayEA, LLC sought and was denied a concession from the Tree Advisory Committee, advising the City Commission, that six inch DBH trees could be plot sampled rather than totally counted in the whole site. Per the direction of Hillpointe, LLC as well as contacted City personnel, and relative to the City of DeLand Land Development Regulations Chapter 33, Article VI Resource Protection Standards, Section 33-57 Trees (the ordinance), A RayEA, LLC associated International Society of Arboriculture (ISA) certified arborist and their ecologist assistants accessed the site, surveyed the site in a set pattern, and tagged invasive species with pre-printed pink INVASIVE SPECIES flagging, tagged other trees by number with orange flagging, and circumferentially flagged with pink/black striped survey tape all Specimen Trees defined per the ordinance (See tables on next page). Each regulated tree was located, identified to species, and measured for Diameter at Breast Height. All Specimen trees received a condition assessment of (Good, Fair, Poor, or Dead). Any smaller trees in poor condition or dead were noted for permitting and mitigation exemption. Sabal palmettos (cabbage palms) with a trunk height of over 8 feet were included in the survey (Per phone conversation with City Arborist Chris Jackson on 3-16-22). Again, we excluded any Nuisance Trees (as annotated in the third table on the following page). The circumference flagging on the Specimen trees is intended to allow ease of inspection and site planning to avoid and preserve them. We used PlanIT GEO software to collect all data for the trees, including sub-meter location.

SPECIMEN TREE DEFINITIONS

Common Name	**Botanical Name**	**Minimum DBH**
Bald cypress	Taxodium distichum	12 inches
Bay, loblolly	Gordonia lasianthus	12 inches
Bay, red	Persea borbonia	12 inches
Bay, swamp	Persea palustris	12 inches
Bay, sweet	Magnolia virginiana	12 inches
Cedar, eastern red	Juniperus virginiana	12 inches
Cedar, southern red	Juniperus silicicola	12 inches
Elm	Ulmus spp.	18 inches
Hickory	Carya spp.	18 inches
Magnolia	Magnolia grandiflora	12 inches
Maple	Acer spp.	18 inches
Oak, live	Quercus virginiana	10 inches
Oak, sand live	Quercus geminata	10 inches
Oak, turkey	Quercus laevis	12 inches
Pine, Longleaf	Pinus palustris	18 inches
Sweet gum	Liquidambar styraciflua	18 inches
Sycamore	Platanus occidentalis	18 inches

HISTORICALLY SIGNIFICANT TREES shall be as follows:
1.Bald cypress if 20-inch or larger DBH;
2.Live oak or sand live oak if 25-inch or larger DBH;
3.Red cedar if 25-inch or larger DBH.

NUISANCE TREES shall be exempt from the tree protection requirements of this Code:

Common Name	**Botanical Name**
Australian pine	Casuarina spp.
Brazilian pepper	Terebinthefolius schinus
Chinaberry	Melia azedarach
Camphor	Cinnamomum camphora
Ear tree	Enterolobium cyclocarpum
Eucalyptus	Eucalyptus spp.
Poison wood	Metopium toxiferum
Punk tree	Melaleuca spp.
Silk oak	Grevillea robusta
Strawberry guava	Psidium cattleianum
Woman's tongue	Albizia lebbeck
Goldenrain tree	Koelreuteria paniculata
Chinese tallow	Sapium sebiferum

Wetland Delineation

A RayEA wetland ecologist determined the presence or absence of regulated wetlands and other Surface Waters on site using the Florida Wetland Delineation Manual per F.A.C. Chapter 94.356, Section 512. An identified wetland boundary was delineated, appropriate paired upland and wetland data forms were completed, and the boundary was flagged with pink survey flags or wire flags pre-printed with WETLAND BOUNDARY and marked with alphanumeric annotation on April 19, 2022. The soil pits that functioned as centroids of the paired upland and wetland vegetative plots were marked with blue/white striped flagging. Each of these points had GPS coordinates collected for them (See table in Attachment 4). Each data form also has the associated soil pit and vegetative plot cardinal compass point photos attached to them per the methodology.

Protected Species Screening

RayEA undertook database research of available information from the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) website maintained by the Environmental Conservation Online System (ECOS). Preliminary consultation revealed twelve species range within the area that includes the project site.

Among the 12 IPaC species listed in Attachment 1, only these have even a small possibility of having habitat within the project area:

Wood Stork (*Mycteria americana*) – Federal Threatened* , State Threatened
Eastern Indigo Snake (*Drymarchon corais couperi*) – Federal Threatened*, State Threatened
Gopher Tortoise (*Gopherus polyphemus*) – Federal Candidate species, State Threatened
Red-cockaded Woodpecker (*Picoides borealis*)– Federal Endangered , State Endangered
Monarch Butterfly (*Danaus plexippus*) – Federal Candidate species, State Threatened
Rugel's pawpaw (*Deeringothamnus rugelii*)-- Federal Endangered , State Endangered

*A species likely to become endangered within the foreseeable future throughout all or a significant portion of its range

RayEA also reviewed available data online from the Florida Natural Areas Inventory (FNAI) and purchased an official FNAI Standard Data Report of species that were known, likely, or potential in the vicinity of the project to generate the full list of survey targets. This created a list of 23 species and two habitats. We then visited the site to screen for suitable habitat for potential species and any direct observation of individuals or populations of protected species.

Preliminary research using the Biodiversity Matrix Map Server for Florida indicates many species with either federal or state protected status. The data search also revealed two monitored habitat types (Sandhill upland lake and Upland Hardwood Forest) which do appear to be on site. These habitats could support some of the protected plant and animal species potentially present in the Biodiversity Matrix Map within a one-square mile area. The IPaC database also indicated five migratory bird species of particular concern that could potentially be affected if found using habitats within the project site.

Wood storks are best surveyed for when they start breeding in March and feeding young afterwards. Eastern Indigo snakes and gopher tortoises may be underground during cold weather, but the gopher tortoise burrows are evident year round. Considering all these factors, we recommended surveying this site in April, and this was accomplished. Habitat screening of the listed species was the primary focus of the protected species survey. Habitat description is one of the best ways to discount the possibility of any species being present at any time of year or its habitat being affected by the project.

The results of the protected species research, habitat determinations, and survey were documented in this report that records the existing information from agency coordination, the methods of survey used, and the results of the work (habitat descriptions and observed plants and animals). This report provides an opinion of "No Effect" or "Not Likely to Adversely Affect" to any listed species or designated critical habitat so that concurrence of the USFWS with those opinions can be requested.

4.0 RESULTS

Two RayEA, LLC ecologists and a two-person Certified arborist team visited the site for all or portions of the period April 18-22, 2022. Once all data was collected, analyzed, and organized the consultant team produced this Site Inspection Report for use in subsequent permitting steps.

A search of on-line FEMA floodplain maps documented that the site is not located within a mapped 100-year floodplain (FEMA Flood Panel 12127C0465H in Attachment 1) and that the nearest mapped floodplain is a nearby stormwater basin (approximately 500 feet to the north). See Figure 3 in Attachment 1.

Other existing government information site maps, APT hydrological modeling graph, and protected species coordination results are also in Attachment 1. Wetland delineation data forms are in Attachment 2. Site photos from the April 18-22, 2022 field work are in Attachment 3. Site specific data maps for wetlands and trees area in Attachment 4 and the full Tree Survey Data Table is in Attachment 5.

4.1 Trees

The consultant team generated a data spreadsheet with species, size, and condition (as needed) for each flagged tree. The tree species and number were correlated and color-coded to aerial site maps showing tree locations (See Attachment 4). The entire inventoried tree data set is shown in Attachment 5.

There were 519 nuisance trees of six inches or greater in diameter on site. The predominant nuisance species was Camphor (*Cinnamomum camphora*) with 470 trees or 91% of the total nuisance trees on site. There were also 42 goldenrain trees (*Koelreuteria paniculata and K. elegans*) large enough to be inventoried and, seven individuals of Chinaberry (*Melia azedarach*) large enough to be included in the survey. All of these invasive trees reduced the density of native laurel oaks by 50-75% in much of the western parcel. This is good from a mitigation perspective as there are fewer trees that need to be compensated for (see tree plot graphics at the end of the attachment).

Laurel oak trees are not a specimen species and many of them (127) were in poor condition as well due to multiple stems, included bark, holes, hollows, and rot. Eight examples of pine, magnolia and laurel oak trees in poor condition are documented in the photo sheet (Attachment 3). All of these trees in poor condition also deduct mitigation liability that would otherwise require tree replacement or protection. Lastly, there were only 10 specimen trees on site (six live oaks, three southern magnolias, and one tuliptree). These are shown in yellow highlight in the Full Tree Survey Table (Comprehensive Tree Inventory Table) in Attachment 5.

4.2 Wetlands

Available mapping from the National Wetland Inventory (NWI) indicated a mapped wetland of approximately 3.72 acres adjacent to an excavated storm basin of 0.75-acre in extent (interpreted from 2010 true color photography and shown in Attachment 1). On site delineation revealed that each of these features was overestimated on the NWI mapping. The pond was mapped too far landward on the western edge and the extent of wetland (under much more conservative Florida rules) that reaches into the wooded portion of the site is greatly reduced. Neither of the soil series mapped on site by the web soil survey (Attachment 1) are soils that developed under wetland conditions (hydric), nor do they contain inclusions of hydric soil types. However, some hydric soil area has developed in the vicinity of the delineated wetland as noted in the wetland data sheet (Attachment 2). The soil underlying the wetland had a dark surface (high percentage of organic coating on sand grains) plus Hydrogen sulfide gas (resulting from organic material decomposing in the absence of oxygen due to soil saturation). The wetland plot was saturated 0-6 inches from the surface on 4-19-22. A stable latent groundwater surface set up at 13-inches from the surface within the first hour and was sustained throughout the day. Lastly, the analyzed vegetative community in a 5 by 10 meter plot centered on the wetland soil pit was dominated by wetland plants (90% per the F.A.C. Data Form). The adjacent upland area (approximately 66 feet landward to the southeast) had upland soils, no indicators of wetland hydrology, and was dominated by upland plants (Upland data form in Attachment 2).

The delineated wetland was surveyed as 0.70-acre (inclusive of the ponded area). The majority of the area (0.42 acre) is on the adjacent property owned by the Cascades Homeowners Association and the portion that extends into the subject property is only 0.28-acre (See the wetland boundary map in Attachment 4).

The Antecedent Precipitation Tool (APT) developed by the U.S. Army Corps of Engineers is a powerful computer program that collects data from weather stations in the vicinity of a particular site. It generates a 30-year average from 20-50 weather stations and graphs the 30th and 70th percentile of precipitation data over a rolling 30-year average. Then it compares the monthly averages over three months just prior to a site visit. This recent precipitation trend allows a comparison to long-term conditions to determine if current site conditions are drier than normal, average, or wetter than normal for that part of the year. In this case, site conditions were wetter than normal so the probability of under delineating the extent of the jurisdictional wetland based on the hydrological parameter is low.

4.3 Protected Species

The USFWS IPaC database was generated on 3-15-22 and the official FNAI response was received 4-1-22. These are both found at the end of Attachment 1. The habitats on the site included an open sandy bank pond and a primarily upland hardwood forest.

Many of the highest status species on the target list are most particularly associated with longleaf pine habitat. There was no longleaf pine flatwoods habitat on site so there was no suitable habitat for Eastern indigo snake (*Drymarchon corais couperi*), gopher tortoise (*Gopherus polyphemus*), and red-cockaded woodpecker (*Picoides borealis*). Likewise, there was little to no suitable sunny, grassy habitat that Rugel's pawpaw (*Asimina [nee Deeringothamnus] rugelii*) is known from in Volusia county.

The concentrated shallows of the pond that lies partly on site is suitable habitat for wood stork (*Mycteria americana*), but our crew was on site for parts of four days during a time of the year when wood storks are feeding for the longest periods to support their brood, and none were seen using the pond.

Monarch Butterfly (*Danaus plexippus*) is a Federal Candidate species and State Threatened species and suitable feeding habitat was present on site (Lantanas, spiderworts, etc. in bloom), but the only butterflies noted during the extensive field time were zebra longwings (*Heliconius charithonia*), Giant Swallowtail (*Papilio cresphontes*) and hairstreaks (family Lycaenidae).

There was suitable habitat for some of the species on the FNAI Standard Data Report such as the pine snake (*Pituophis melanoleucus*), but none of these species were observed on the site. The Florida sandhill crane (*Antigone canadensis pratensis*) is a state threatened bird that, although none were seen on the ground, was observed three times flying over the site (once on 6/18 and twice on 6/20, 2022).

There was a list of five Migratory birds noted on the IPaC Resource list as possible within the vicinity of the project area that are protected under the Migratory Bird Treaty Act (16 U.S.C. 703-712) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c). These species are of particular conservation concern and included Southeastern American kestrel (*Falco sparverius paulus*), bald eagle (*Haliaeetus leucocephalus*), great blue heron (*Ardea herodias occidentalis*), red-headed woodpecker (*Melanerpes erythrocephalus*), and swallow-tailed kite (*Elanoides forficatus*). Only one of these species was identified during the week biologists were on site (although 37 other species of birds were recorded on site). Two swallow-tailed kites were observed flying over the site during the 4-21-22 survey. The area does not provide preferred open land feeding habitat for kites. There may be suitable nesting habitat on site, but the birds were not observed in any trees on site.

5.0 DISCUSSION

There do not appear to be significant constraints to development of the subject property from a natural resource perspective.

Trees

The tree cover of the site does require a tree removal permit as part of the Land Disturbance Permit, but this liability is less than it would be at sites with less invasive species, fewer trees in poor condition, with many more specimen trees, or historically significant trees. A tree removal permit and replacement will need to be pursued per the City of DeLand Land Development Regulations Chapter 33, Article VI Resource Protection Standards, Section 33-57, but site development layout may provide significant opportunities to minimize tree replacement cost and gain preservation credit.

Wetlands

The small wetland that straddles the property line in the west represents a minor site constraint. The much smaller size than anticipated, and the fact that most of it lies off-site leaves much of the site available for development with the possibility of avoiding the need for a wetland permit from the Florida Department of Environmental Protection. FDEP recently assumed the entire Section 404 Dredge and Fill program under the Clean Water Act, so the U.S. Army Corps of Engineers is no longer the lead agency on these permits. State Water Management Districts still have a commenting role. If any portion of the wetland will be impacted by development, both Quantitative and Qualitative Assessment forms must be completed per the Unified Mitigation Assessment Method (UMAM per F.A.C. Chapter 92.345, Section 400) to determine the mitigation value.

Protected Species

There were no endangered species observed nor habitat for most, but the pond could represent suitable habitat for wood stork. The only target species observed were flyovers by the state threatened sandhill cranes and a bird of Conservation Concern, swallow-tailed kites. In the opinion of the field biologists who surveyed the site, there would be “No Effect” or “Not Likely to Adversely Affect” calls from the USFWS for any of the species they manage. However, there does not appear to be any occasion for initiating further coordination, especially if no wetlands are affected.

Additional Services

The purpose of this report is to provide a comprehensive record of the jurisdictional resources (regulated trees, wetlands and other surface waters, and protected species) within the proposed or potential construction zone. It also provides an analysis of potential permitting requirements. This supports the engineering design process to avoid and minimize impact to jurisdictional resources and their buffers and critical root zones. This report can also serve to support a potential FDEP wetland permit authorization request for any unavoidable impacts to the wetland.

RayEA, LLC can assist in permitting construction activities on this site as needed. Once site design has considered any resource impacts, a tree removal permit, wetland permit applications, and protected species coordination may be needed. Should you desire assistance with those efforts, RayEA could help with avoidance engineering suggestions and/or the development of on-site/off-site mitigation plans per a separate agreement. We have a Registered Landscape Architect on staff. As a supplement to preserving and replacing trees on site, off-site mitigation plans may be an available option as well. If wetland mitigation credits are needed, RayEA can broker the best deal from appropriate commercial mitigation banks in the area.

6.0 REFERENCES

Chapter 62-340, Florida Administrative Code, *Delineation of the Landward Extent of Wetlands and Surface Waters.*

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U.S. Department of Homeland Security, Federal Emergency Management Agency, Floodplain Map Service Center, https://msc.fema.gov/portal

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. https://www.fws.gov/wetlands/

U.S. Fish and Wildlife Service. 2022. Information for Planning and Conservation. https://ecos.fws.gov/ipac (Accessed 3-15-22)

Weakley, Alan S. 2015. Flora of the Southern and Mid-Atlantic States. University of North Carolina Herbarium (NCU). North Carolina Botanical Garden. University of North Carolina at Chapel Hill. Chapel Hill, NC

ATTACHMENT 1

Available Government Data

ENVIRONMENTAL SERVICES

14.57-acre property off N. Spring Garden Avenue, Volusia County, DeLand, Florida (RayEA Project FL2022-HP-14)

MAY 2022

Prepared for

Hillpointe, LLC

By

RayEA, LLC

Soil Map—Volusia County, Florida
(DeLand - N. Spring Garden Avenue)



Map Scale: 1:2,050 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 30 60 120 180

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Volusia County, Florida
Survey Area Data: Version 20, Aug 27, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2019—Feb 25, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Apopka fine sand, 0 to 5 percent slopes	3.4	23.9%
4	Astatula fine sand, 0 to 8 percent slopes	10.8	76.1%
Totals for Area of Interest		**14.1**	**100.0%**

U.S. Fish and Wildlife Service

National Wetlands Inventory

DeLand 14.57-acres



March 15, 2022

Wetlands

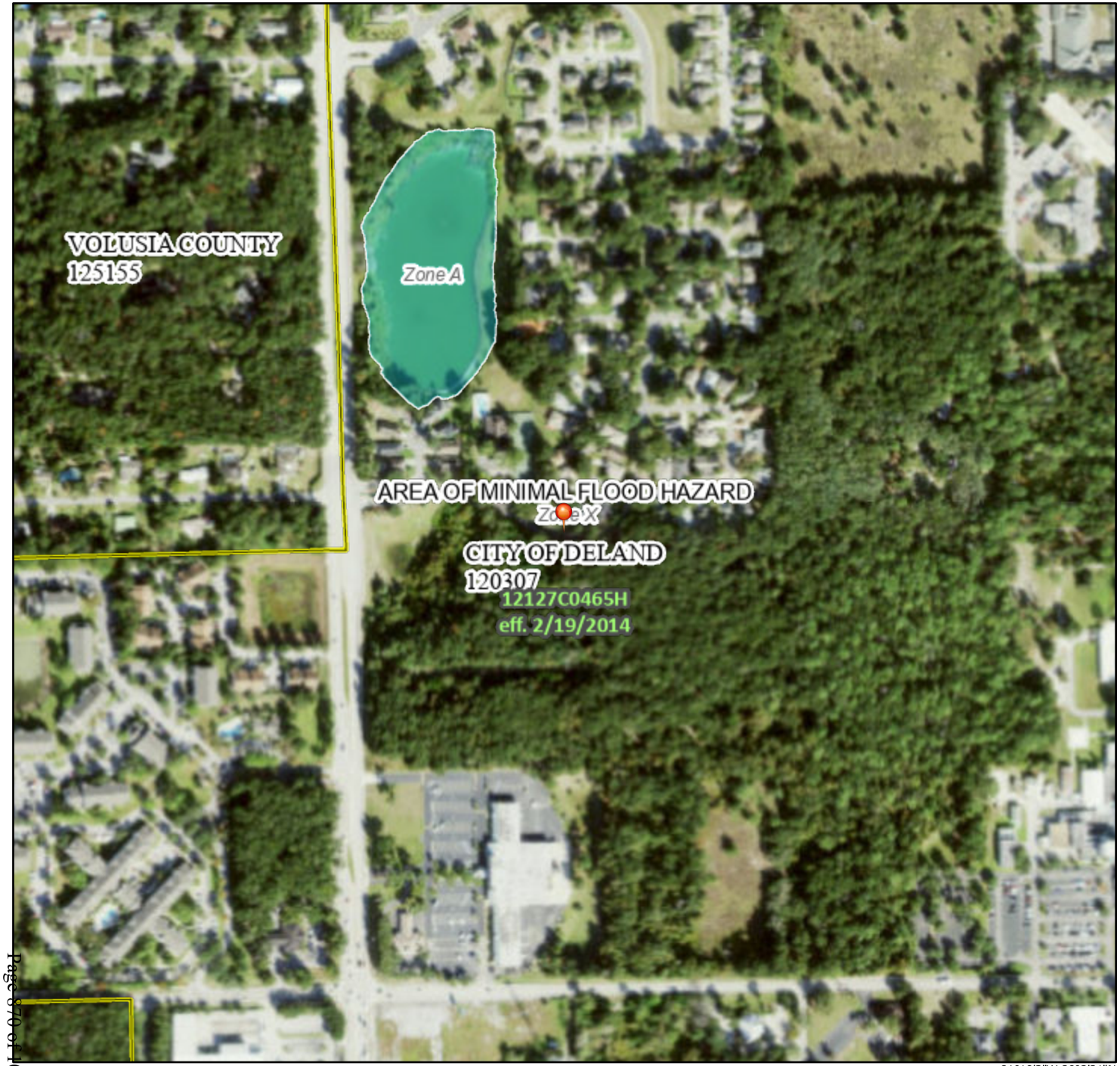
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMette

FEMA

81°19'40"W 29°3'2"N



81°19'3"W 29°2'31"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

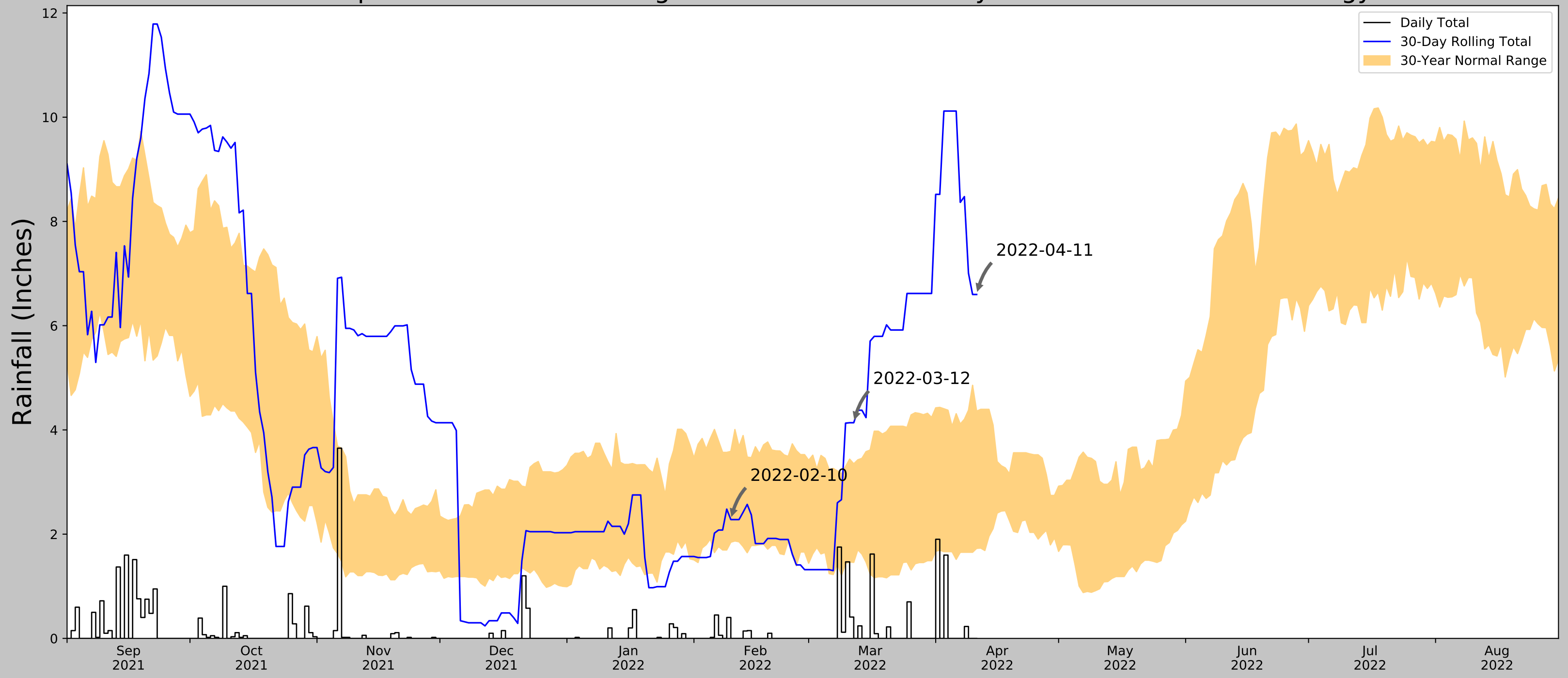
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/2/2022 at 2:41 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	29.045826, -81.323517
Observation Date	2022-04-11
Elevation (ft)	59.18
Drought Index (PDSI)	Incipient drought (2022-03)
WebWIMP H_2O Balance	Dry Season

30 Days Ending	30th %ile (in)	70th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2022-04-11	1.726772	4.359843	6.598425	Wet	3	3	9
2022-03-12	1.458661	3.35	4.137795	Wet	3	2	6
2022-02-10	1.845276	3.588583	2.279528	Normal	2	1	2
Result							Wetter than Normal - 17

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
DELAND 1 SSE	29.0097, -81.2981	24.934	2.931	34.246	1.419	11181	83
DELAND 2.0 W	29.0374, -81.3299	83.99	0.698	24.81	0.332	79	0
DE LAND 0.7 W	29.035, -81.3093	57.087	1.139	2.093	0.515	1	0
DE LAND 0.6 SSE	29.0293, -81.2925	65.945	2.194	6.765	1.002	36	7
DE LAND 4.5 NW	29.087, -81.344	91.864	3.102	32.684	1.497	36	0
DE LEON SPRINGS 0.4 SE	29.113, -81.348	79.068	4.871	19.888	2.289	1	0
SANFORD	28.8147, -81.2778	12.139	16.207	47.041	8.055	19	0

Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Volusia County, Florida



Local office

Florida Ecological Services Field Office

(772) 5623909
(772) 7780683

MAILING ADDRESS
1339 20th Street
Vero Beach, FL 32960

PHYSICAL ADDRESS
339 20th Street

Vero Beach, FL 92960

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NOT FOR CONSULTATION

NAME	STATUS
Eastern Black Rail Laterallus jamaicensis ssp. jamaicensis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite Rostrhamus sociabilis plumbeus Wherever found There is **final** critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/7713	Endangered
Red-cockaded Woodpecker Picoides borealis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/7614	Endangered
Wood Stork Mycteria americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8477	Threatened

Reptiles

NAME	STATUS
Eastern Indigo Snake Drymarchon corais couperi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened
Gopher Tortoise Gopherus polyphemus No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6994	Candidate
Green Sea Turtle Chelonia mydas There is **final** critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/6199	Threatened
Hawksbill Sea Turtle Eretmochelys imbricata Wherever found There is **final** critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/3656	Endangered

NOT FOR CONSULTATION

Leatherback Sea Turtle Dermochelys coriacea — Endangered
Wherever found
There is **final** critical habitat for this species. The location of the critical habitat is not available.
https://ecos.fws.gov/ecp/species/1493

Loggerhead Sea Turtle Caretta caretta — Threatened
There is **final** critical habitat for this species. The location of the critical habitat is not available.
https://ecos.fws.gov/ecp/species/1110

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Flowering Plants

NAME	STATUS
Rugel's Pawpaw Deeringothamnus rugelii No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5355	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

NOT FOR CONSULTATION

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.

2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NOT FOR CONSULTATION

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
American Kestrel Falco sparverius paulus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31

Bald Eagle Haliaeetus leucocephalus — Breeds Sep 1 to Jul 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1626

Great Blue Heron Ardea herodias occidentalis — Breeds Jan 1 to Dec 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Red-headed Woodpecker Melanerpes erythrocephalus — Breeds May 10 to Sep 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Swallow-tailed Kite Elanoides forficatus — Breeds Mar 10 to Jun 30
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/8938

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

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3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

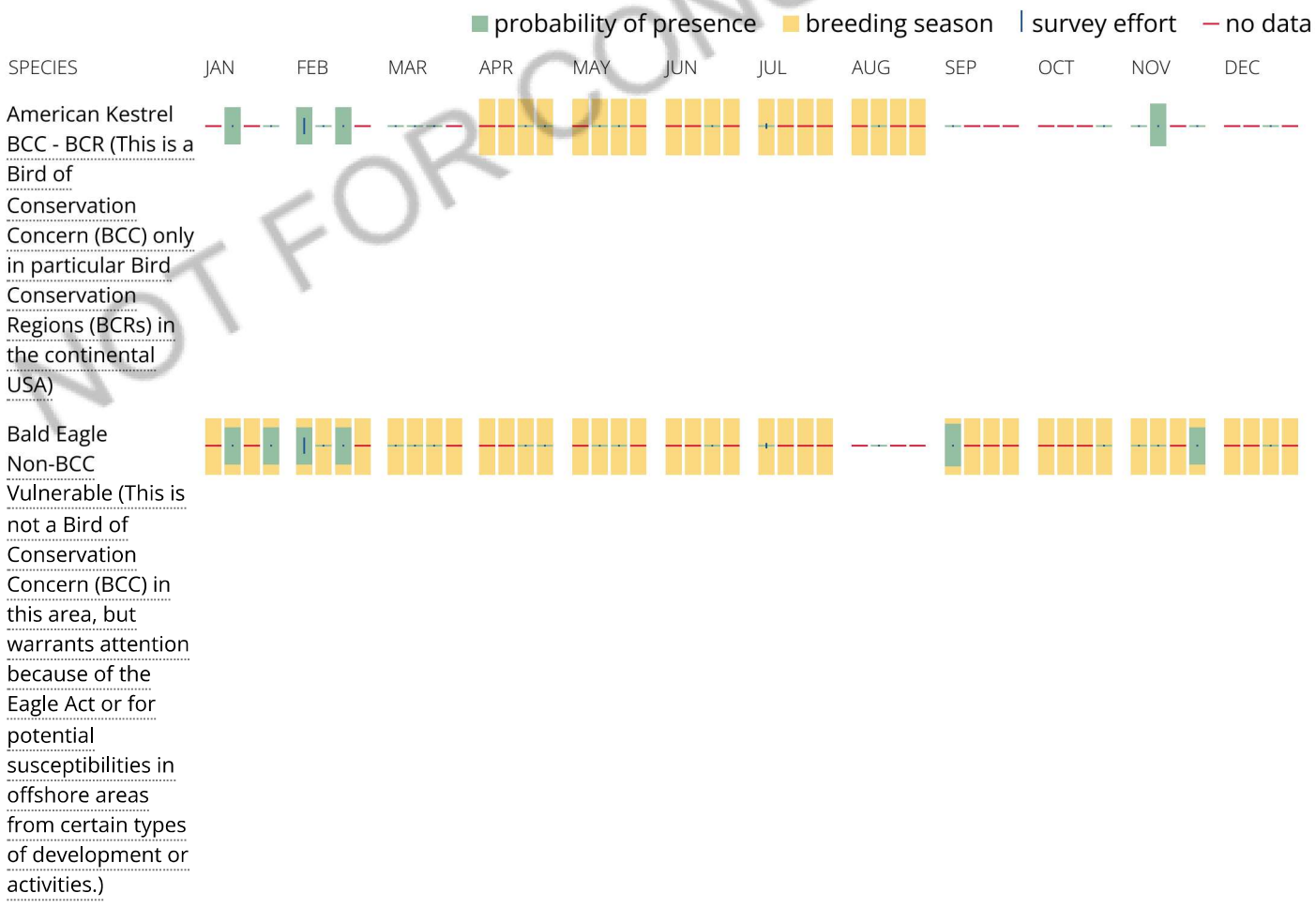
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



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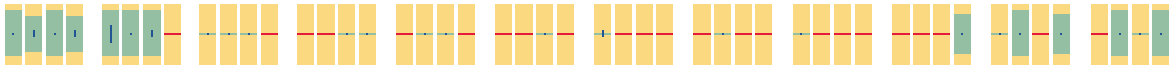
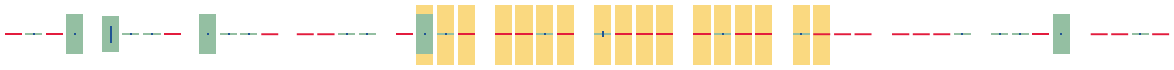
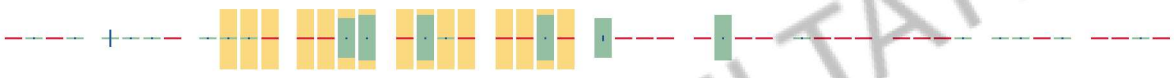
Great Blue Heron BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)



Red-headed Woodpecker BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



Swallow-tailed Kite BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



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Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

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What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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FLORIDA
Natural Areas
INVENTORY

1018 Thomasville Road
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Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

April 1, 2022

Mark Ray
RayEA, LLC Ecological Applications
2781 Carrie Drive
Kennesaw, GA 30144-2813

Dear Mr. Ray,

Thank you for requesting information from the Florida Natural Areas Inventory (FNAI). At your request we have produced the following report for your project area.

The purpose of this Standard Data Report is to provide objective scientific information on natural resources located in the vicinity of a site of interest, in order to inform those involved in project planning and evaluation. This Report makes no determination of the suitability of a proposed project for this location, or the potential impacts of the project on natural resources in the area.

Project: Southeast quadrant of North Spring Garden Avenue and Clear Lake

Date Received: 3/28/2022

Location: Volusia County

Element Occurrences

A search of our maps and database indicates that we currently have several element occurrences mapped in the vicinity of the study area (see enclosed map and element occurrence table). Please be advised that a lack of element occurrences in the FNAI database is not a sufficient indication of the absence of rare or endangered species on a site.

The element occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates that some element occurrences occur in the general vicinity of the label point. This may be due to lack of precision of the source data, or an element that occurs over an extended area (such as a wide ranging species or large natural community). For animals and plants, element occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations which may no longer be extant. Extirpated element occurrences will be marked with an 'X' following the occurrence label on the enclosed map.

Likely and Potential Rare Species

In addition to documented occurrences, other rare species and natural communities may be identified on or near the site based on habitat models and species range models (see enclosed Biodiversity Matrix Report). These species should be taken into consideration in field surveys, land management, and impact avoidance and mitigation.

FNAI habitat models indicate areas, which based on land cover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Habitat models have been developed for approximately 300 of the rarest species tracked by the Inventory, including all federally listed species.

Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

The Florida State University

FNAI species range models indicate areas that are within the known or predicted range of a species, based on climate variables, soils, vegetation, and/or slope. Species range models have been developed for approximately 340 species, including all federally listed species.

The FNAI Biodiversity Matrix Geodatabase compiles Documented, Likely, and Potential species and natural communities for each square mile Matrix Unit statewide.

CLIP

The enclosed map shows natural resource conservation priorities based on the Critical Lands and Waters Identification Project. CLIP is based on many of the same natural resource data developed for the Florida Forever Conservation Needs Assessment, but provides an overall picture of conservation priorities across different resource categories, including biodiversity, landscapes, surface waters, and aggregated CLIP priorities (that combine the individual resource categories). CLIP is also based primarily on remote sensed data and is not intended to be the definitive authority on natural resources on a site.

For more information on CLIP, visit https://www.fnai.org/services/clip.

The Inventory always recommends that professionals familiar with Florida's flora and fauna conduct a site-specific survey to determine the current presence or absence of rare, threatened, or endangered species.

Please visit www.fnai.org/species-communities/tracking-main for county or statewide element occurrence distributions and links to more element information.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. **The maps contain sensitive environmental information, please do not distribute or publish without prior consent from FNAI.** FNAI data may not be resold for profit.

Thank you for your use of FNAI services. An invoice will be mailed separately. If I can be of further assistance, please contact me at (850) 224-8207 or at kbrinegar@fnai.fsu.edu.

Sincerely,

Kerri Brinegar

Kerri Brinegar
GIS / Data Services

Encl

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FLORIDA Natural Areas INVENTORY

Southeast quadrant of North Spring Garden Avenue and Clear Lake

Site boundaries are approximate.

Volusia County

Element Occurrences
- Animals
- Plants
- Communities
- Other
- Data Sensitive

Point Indicates General Vicinity of Element

U.S. Fish & Wildlife Service Scrub Jay Survey 1992-96

Conservation Lands
- Federal
- State
- Local
- Private
- State Aquatic Preserves

Land Acquisition Projects
- Florida Forever Board of Trustees Projects

- FNAI Rare Species Habitat
- FNAI Biodiversity Matrix Square Mile Units
- County Boundary
- Roads
- Water

N

47425 47785 48144 48490 48832
47424 PELTPROF*16 47784 48143 48489 48831
92
URSUFLOR*95
15A
47423 48142 PITUMELA*141 MUSTPENI*6 15
47783 4092 600 48830
48488 17
92 4103
4115 4113
4094 48829
4053 48487 De Land
47782 48141
44
47422 4106

0 0.25 0.5 1 Miles

Map produced by KAB
4/1/2022

NOTE
This map contains environmentally sensitive information. Please do not distribute or publish without prior consent from FNAI. Map should not be interpreted without accompanying documents.

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FLORIDA Natural Areas INVENTORY

Southeast quadrant of North Spring Garden Avenue and Clear Lake

Site boundaries are approximate.

Volusia County

CLIP v4.0 Resource Priorities

Biodiversity Resource Category
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Landscape Resource Category
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

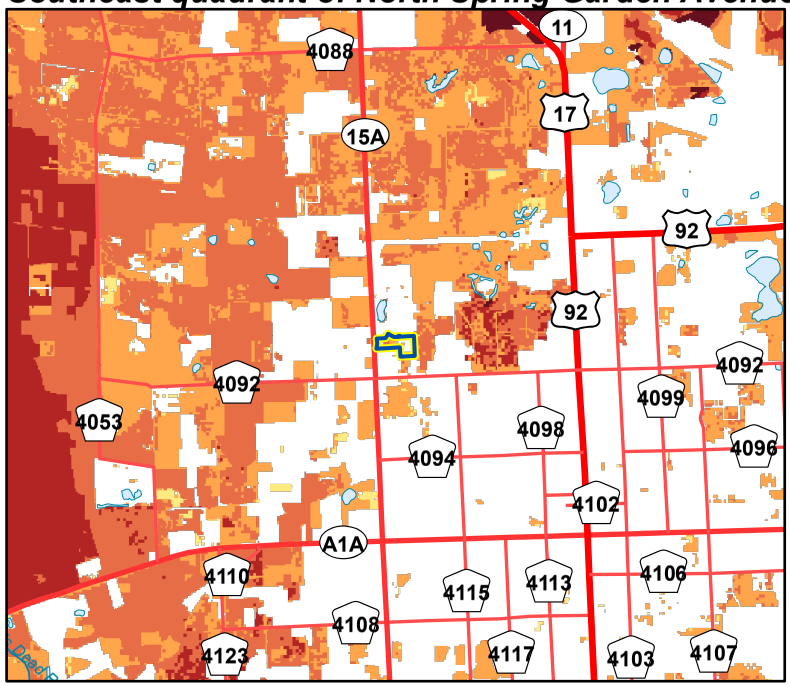
Surface Water Resource Category
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Aggregated CLIP Priorities
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

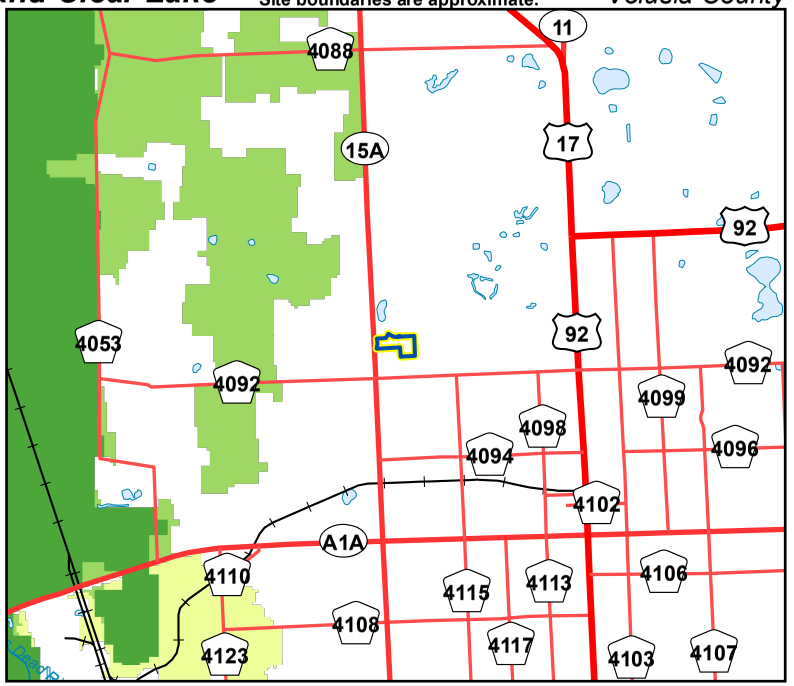
Site Boundary

Map should not be interpreted without accompanying documents.

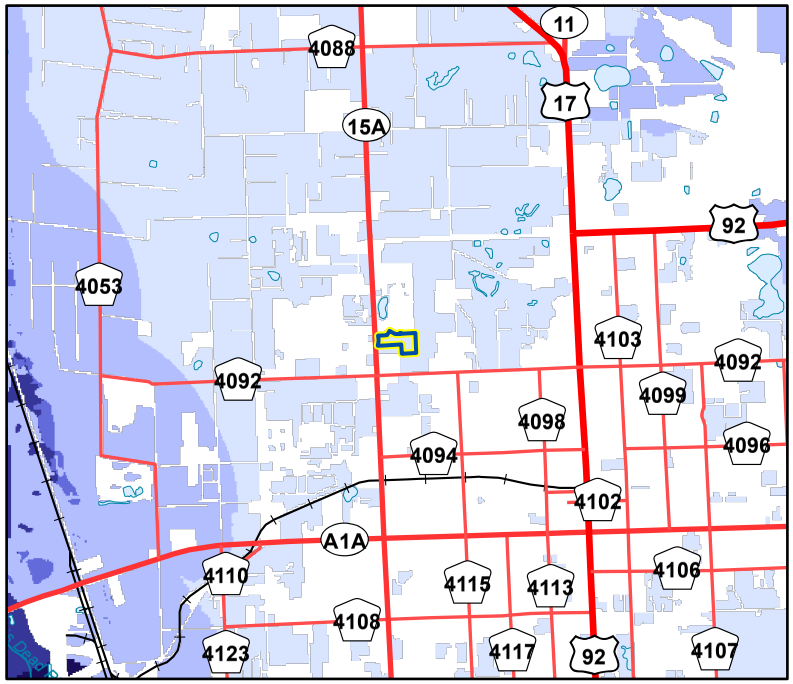
Critical Lands and Waters Identification Project (CLIP) is a cooperative effort between the FSU Florida Natural Areas Inventory, UF Center for Landscape Conservation Planning, and FL Fish & Wildlife Conservation Commission, with additional funding from FL Dept of Environmental Protection and US Fish & Wildlife Service.



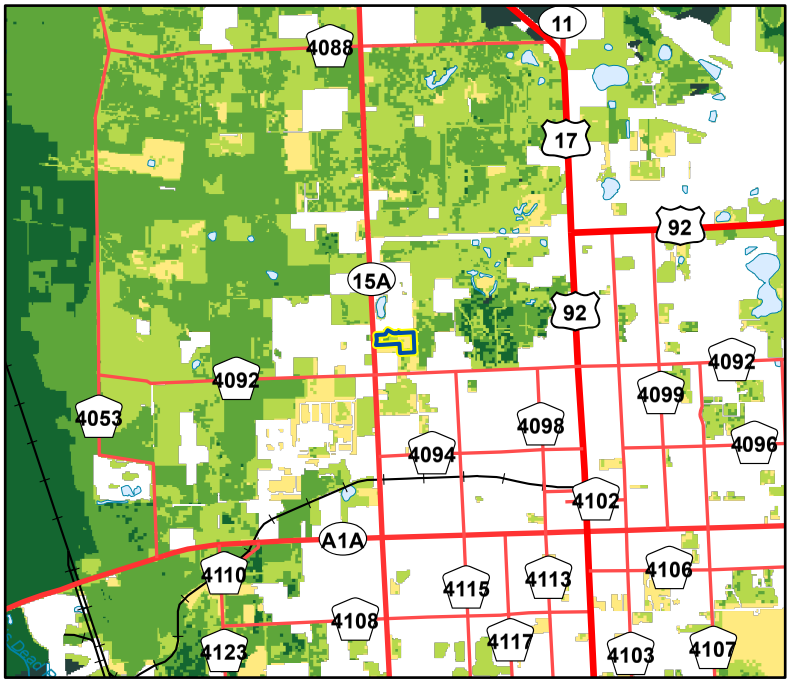
CLIP Biodiversity Resource Priorities



CLIP Landscape Resource Priorities



CLIP Surface Water Resource Priorities



CLIP Aggregated Resource Priorities

0 0.5 1 2 3 4 Miles

Map produced by KAB
4/1/2022

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FNAI ELEMENT OCCURRENCE REPORT on or near

Southeast quadrant of North Spring Garden Avenue and Clear Lake

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
MUSTPENI*6	*Mustela frenata peninsulae*	Florida Long-tailed Weasel	G5T3?	S3?	N	N	1957-01-17	No general description given	MUSEUM SPECIMEN, #01214 COLLECTED BY R.F. HARLOW 1957-01-17.
PELTPROF*16	*Peltotrupes profundus*	Florida Deepdigger Scarab Beetle	G3	S3	N	N	1960-05-05	1960-05-05: No description given (B73WOO01FLUS).	1960-05-05: Five specimens were collected by C.R.Roberts using a malt trap (B73WOO01FLUS). 1960-04-22: Four specimens were collected by R.E. Woodruff using a malt trap (B73WOO01FLUS).
PITUMELA*141	*Pituophis melanoleucus*	Pine Snake	G4	S3	N	ST	1951-04-09	No general description given	SPEC. COLL. 9 APRIL 1951 BY W. AUFFENBERG (#2084).
URSUFLOR*95	*Ursus americanus floridanus*	Florida Black Bear	G5T4	S4	N	N	2020-11-19	Large area of pine plantation, mesic and wet flatwoods, and dome and basin swamps; Largely private commercial timberland, nurseries, and small neighborhoods; public lands are dominated by pine plantation but also have flatwoods interspersed with dome swamps and patches of scrub; Large area of sand pine and oak scrub, mesic flatwoods, sandhill, depression marshes and hardwood swamps, pine plantation; regular harvesting of sand pine (U05SIM01FLUS).	2002: 1,025-1,539 bears estimated in the primary ranges in the Ocala-St. John's region. Part of a larger population that includes Okefenokee Swamp National Wildlife Refuge in Georgia (U05SIM01FLUS). 2014: 1,198 bears estimated in the Ocala-St. John's region and 495 estimated in the Osceola region (A16HUM01FLUS). 2016: polygons created to show where bears are considered 'Abundant' and 'Common' (U16FWC01FLUS) Primary is the FWC-designated core area that represents breeding range and contains documented evidence of reproduction or female bears within available habitat, and Secondary is the FWC-designated area where bears occur within available habitat but outside primary bear range (evidence of bears without documented evidence of reproduction) (U12FWC02FLUS, U05SIM01FLUS). These boundaries are based on decades of bear observations, roadkill distribution, nuisance bear locations, and bear research projects. For detailed location data contact the FWC.

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Florida Natural Areas Inventory

Biodiversity Matrix Report

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
Matrix Unit ID: 48142					
Likely					
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mycteria americana	Wood Stork	G4	S2	T	FT
Sandhill upland lake		G3	S2	N	N
Upland hardwood forest		G5	S3	N	N
Ursus americanus floridanus	Florida Black Bear	G5T4	S4	N	N
Potential					
Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Conradina grandiflora	large-flowered rosemary	G3	S3	N	T
Dryobates borealis	Red-cockaded Woodpecker	G3	S2	E, PT	FE
Gopherus polyphemus	Gopher Tortoise	G3	S3	C	ST
Hartwrightia floridana	hartwrightia	G2	S2	N	T
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N
Illicium parviflorum	star anise	G2	S2	N	E
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	N	N
Mustela frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Nemastylis floridana	celestial lily	G2	S2	N	E
Notophthalmus perstriatus	Striped Newt	G2G3	S2	N	C
Peltotrupes profundus	Florida Deepdigger Scarab Beetle	G3	S3	N	N
Pituophis melanoleucus	Pine Snake	G4	S3	N	ST
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Definitions: *Documented - Rare species and natural communities documented on or near this site.*
Documented-Historic - Rare species and natural communities documented, but not observed/reported within the last twenty years.
Likely - Rare species and natural communities likely to occur on this site based on suitable habitat and/or known occurrences in the vicinity.
Potential - This site lies within the known or predicted range of the species listed.

Elements and Element Occurrences

An **element** is any exemplary or rare component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature.

An **element occurrence (EO)** is an area of land and/or water in which a species or natural community is, or was, present. An EO should have practical conservation value for the Element as evidenced by potential continued (or historical) presence and/or regular recurrence at a given location.

Element Ranking and Legal Status

Using a ranking system developed by NatureServe and the Natural Heritage Program Network, the Florida Natural Areas Inventory assigns two ranks for each element. The global rank is based on an element's worldwide status; the state rank is based on the status of the element in Florida. Element ranks are based on many factors, the most important ones being estimated number of Element Occurrences (EOs), estimated abundance (number of individuals for species; area for natural communities), geographic range, estimated number of adequately protected EOs, relative threat of destruction, and ecological fragility.

FNAI GLOBAL ELEMENT RANK

G1 = Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
G2 = Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
G3 = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
G4 = Apparently secure globally (may be rare in parts of range).
G5 = Demonstrably secure globally.
GH = Of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker).
GX = Believed to be extinct throughout range.
GXC = Extirpated from the wild but still known from captivity or cultivation.
G#? = Tentative rank (e.g., G2?).
G#G# = Range of rank; insufficient data to assign specific global rank (e.g., G2G3).
G#T# = Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species and the T portion refers to the specific subgroup; numbers have same definition as above (e.g., G3T1).
G#Q = Rank of questionable species - ranked as species but questionable whether it is species or subspecies; numbers have same definition as above (e.g., G2Q).
G#T#Q = Same as above, but validity as subspecies or variety is questioned.
GU = Unrankable; due to a lack of information no rank or range can be assigned (e.g., GUT2).
GNA = Ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
GNR = Element not yet ranked (temporary).
GNRTNR = Neither the element nor the taxonomic subgroup has yet been ranked.

FNAI STATE ELEMENT RANK

S1 = Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
S2 = Imperiled in Florida because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
S3 = Either very rare and local in Florida (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
S4 = Apparently secure in Florida (may be rare in parts of range).
S5 = Demonstrably secure in Florida.
SH = Of historical occurrence in Florida, possibly extirpated, but may be rediscovered (e.g., ivory-billed woodpecker).
SX = Believed to be extirpated throughout Florida.
SU = Unrankable; due to a lack of information no rank or range can be assigned.
SNA = State ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
SNR = Element not yet ranked (temporary).

FEDERAL LEGAL STATUS

Legal status information provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant federal agency.

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

C = Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.
E = Endangered: species in danger of extinction throughout all or a significant portion of its range.
E, T = Species currently listed endangered in a portion of its range but only listed as threatened in other areas
E, PDL = Species currently listed endangered but has been proposed for delisting.
E, PT = Species currently listed endangered but has been proposed for listing as threatened.
E, XN = Species currently listed endangered but tracked population is a non-essential experimental population.
T = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
PE = Species proposed for listing as endangered
PS = Partial status: some but not all of the species' infraspecific taxa have federal
PT = Species proposed for listing as threatened
SAT = Treated as threatened due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.
SC = Not currently listed, but considered a "species of concern" to USFWS.

STATE LEGAL STATUS

Provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant state agency.

Animals: Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

C = Candidate for listing at the Federal level by the U. S. Fish and Wildlife Service
FE = Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service
FT = Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service
FXN = Federal listed as an experimental population in Florida
FT(S/A) = Federal Threatened due to similarity of appearance
ST = State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.
SSC = Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC* for Pandion haliaetus (Osprey) indicates that this status applies in Monroe county only.)
N = Not currently listed, nor currently being considered for listing.

Plants: Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505 or see: http://www.doacs.state.fl.us/pi/.

E = Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.
T = Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.
N = Not currently listed, nor currently being considered for listing.

Element Occurrence Ranking

FNAI ranks of quality of the element occurrence in terms of its viability (EORANK). Viability is estimated using a combination of factors that contribute to continued survival of the element at the location. Among these are the size of the EO, general condition of the EO at the site, and the conditions of the landscape surrounding the EO (e.g. an immediate threat to an EO by local development pressure could lower an EO rank).

A = Excellent estimated viability
A? = Possibly excellent estimated viability
AB = Excellent or good estimated viability
AC = Excellent, good, or fair estimated viability
B = Good estimated viability
B? = Possibly good estimated viability
BC = Good or fair estimated viability
BD = Good, fair, or poor estimated viability
C = Fair estimated viability
C? = Possibly fair estimated viability
CD = Fair or poor estimated viability
D = Poor estimated viability
D? = Possibly poor estimated viability
E = Verified extant (viability not assessed)
F = Failed to find
H = Historical
NR = Not ranked, a placeholder when an EO is not (yet) ranked.
U = Unrankable
X = Extirpated

*For additional detail on the above ranks see: http://www.natureserve.org/explorer/eorankguide.htm

FNAI also uses the following EO ranks:

H? = Possibly historical
F? = Possibly failed to find
X? = Possibly extirpated

The following offers further explanation of the H and X ranks as they are used by FNAI:

The rank of H is used when there is a lack of recent field information verifying the continued existence of an EO, such as (a) when an EO is based only on historical collections data; or (b) when an EO was ranked A, B, C, D, or E at one time and is later, without field survey work, considered to be possibly extirpated due to general habitat loss or degradation of the environment in the area. This definition of the H rank is dependent on an interpretation of what constitutes "recent" field information. Generally, if there is no known survey of an EO within the last 20 to 40 years, it should be assigned an H rank. While these time frames represent suggested maximum limits, the actual time period for historical EOs may vary according to the biology of the element and the specific landscape context of each occurrence (including anthropogenic alteration of the environment). Thus, an H rank may be assigned to an EO before the maximum time frames have lapsed. Occurrences that have not been surveyed for periods exceeding these time frames should not be ranked A, B, C, or D. The higher maximum limit for plants and communities (i.e., ranging from 20 to 40 years) is based upon the assumption that occurrences of these elements generally have the potential to persist at a given location for longer periods of time. This greater potential is a reflection of plant biology and community dynamics. However, landscape factors must also be considered. Thus, areas with more anthropogenic impacts on the environment (e.g., development) will be at the lower end of the range, and less-impacted areas will be at the higher end.

The rank of X is assigned to EOs for which there is documented destruction of habitat or environment, or persuasive evidence of eradication based on adequate survey (i.e., thorough or repeated survey efforts by one or more experienced observers at times and under conditions appropriate for the Element at that location).

ATTACHMENT 2

Field Data Forms

ENVIRONMENTAL SERVICES

14.57-acre property off N. Spring Garden Avenue, Volusia County, DeLand, Florida (RayEA Project FL2022-HP-14)

MAY 2022

Prepared for

Hillpointe, LLC

By

RayEA, LLC

Chapter 62-340, F.A.C. Data Form

§ denotes the Rule, subsection, paragraph, or subparagraph referenced from Ch. 62-340, F.A.C.

1. Date: Apr 19, 2022 2. Staff Present: MR/AC 3. Form recorder(s): MR/AC

4. County: Volusia (64) 5. Site Name: DeLand Tracking #: FL2022-HP-14

6. Point ID: Upl-A GPS Coordinates: 29.045639, -81.324212

7. Distances and bearings from fixed objects (if no GPS):

8. Current condition of described point: ○ Authorized or legal condition ○ Unauthorized or illegal condition

9. Work type: ○ Identification ◉ Delineation

Point status: ○ Wetland ○ Non-Wetland Surface Water ◉ Upland

10. Vegetative Stratum §62-340.400: Using §62-340.400, F.A.C. with reasonable scientific judgment, select the appropriate vegetative stratum. (Do not include FAC species when determining 10% minimum areal extent.)

◉ Canopy (Min. 10% areal extent) ○ Subcanopy (Min. 10% areal extent) ○ Groundcover (No min. areal extent)

○ Vegetation Absent *(skip to #14)* ○ Evaluation Impossible *(skip to #14)* **Why?**

11. Plant List §62-340.200(2),(6),(16), §62-340.400, §62-340.450, F.A.C.:

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

Areal extent estimator: 5 MR

Select and identify plants in an area just large enough to represent and classify the plant community at the described point. Do not extend into different communities or hydrologic conditions.

1. Record the scientific name (binomial) and status of each plant species necessary to identify/delineate and classify the plant community in the selected area.
2. Record the percent areal extent in the canopy, subcanopy, and groundcover columns for each species.
3. For each species present in the **stratum selected in #10**, transfer the numbers from only that stratum's column into the appropriate status columns.

#	Binomial of Observed Species	Status	Canopy	Subcanopy	Groundcover	Upland	Facultative	Fac. Wet	Obligate
1.	Cinnamomum camphora	U	80			80			
2.	Prunus caroliniana	U	10			10			
3.									
4.	Callicarpa americana	U			20				
5.	Koelreuteria paniculata	U			5				
6.	Vitis rotundifolia	F			5				
7.	Parthenocissus quinquefolia	U			5				
8.	Prunus caroliniana	U			5				
9.									
10.									
11.	Sabal minor	FW		10					
12.									
13.									
14.									
15.									
16.									
17.									
18.									
19.									
20.									
Percent areal extent totals for the stratum selected in question 10						90	0	0	0

12. In the stratum selected in #10: What is the % areal extent of Obligate plants? 0

What is the % areal extent of Upland plants? 90

Is the areal extent of Obligate plants greater than that of Upland plants? ○ Yes ◉ No

13. In the stratum selected in #10: What is the total % areal extent of Obligate & Facultative Wet plants combined? 0

What is the total % areal extent of Obligate, Facultative Wet, & Upland plants combined? 90

What is the percentage of OBL + FACW in relation to all plants, excluding FAC? ($\frac{\text{OBL+FACW}}{\text{OBL+FACW+UPL}}$) 0.0%

Point ID/Location: 29.045639, -81.324212 | Soil describer: MR

14. LRR/MLRA U | **Textures:** Peat, Mucky Peat, Muck, Mucky Mineral (S or F), Sand, Fine, Marl

15. Is a soil profile evaluation possible? ◉ Yes ○ No If no, why? *(**If No**, skip to #18)*

16. Soil Description: ***As is under current conditions, without considering RSJ[1] or the legality of any alterations***
Soil surface, or 0 inch depth for purposes of Chapter 62-340, F.A.C. is the muck or mineral surface (whether natural or fill)

Horizon	beginning to ending **Depth** (inches)	**Matrix Texture**	moist condition **Matrix Hue Value/ Chroma**	for sandy matrix horizons w/ value ≤ 3: **% Organic Coating**	- **Describe soil features: DA** (areas darker than matrix), **LA** (areas lighter than matrix), **RC** (redox concentrations): Record in moist condition **hue value/chroma; % volume in horizon; boundaries** (sharp/clear/diffuse); **shape** (rounded/linear/angular). - **OB** (organic bodies): Record **texture** (muck or mucky mineral), **% volume in horizon.** - **H_2S** (hydrogen sulfide odor): Indicate shallowest depth where detected - **Note** if horizon is **Physically Mixed (PM), Nonsoil** (any material not listed in "Textures" above), or **Fill** and describe.
1	0-3	Sand	10YR 3/2	60	10% plant fibers observed
2	3-20	Sand	2.5Y 3/1	<50	<50 clean diffuse boundaries with faint to clear color contrast
3					
4					
5					
6					

17. Hydric Soil Field Indicators: If present, check all Hydric Soil Field Indicators satisfied and specify their beginning and ending depths

☑ All Texture	☑ Sandy Texture	☑ Fine Texture
__(A1) Histosol*	__(S4) Sandy Gleyed Matrix*	__(F2) Loamy Gleyed Matrix*
__(A2) Histic Epipedon*	__(S5) Sandy Redox	__(F3) Depleted Matrix
__(A3) Black Histic*	__(S6) Stripped Matrix	__(F6) Redox Dark Surface
__(A4) Hydrogen Sulfide*	__(S7) Dark Surface	__(F7) Depleted Dark Surface
__(A5) Stratified Layers*	__(S8) Polyvalue Below Surface	__(F8) Redox Depression
__(A6) Organic Bodies	__(S9) Thin Dark Surface	__(F10) Marl
__(A7) 5cm Mucky Mineral*	__(S12) Barrier Islands 1cm Muck	__(F12) Iron-Manganese Masses
__(A8) Muck Presence*		__(F13) Umbric Surface
__(A9) 1cm Muck*		__(F22) Very Shallow Dark Surface
__(A11) Depleted Below Dark Surface		
__(A12) Thick Dark Surface		

Indicator Present	Begin Depth	End Depth
1.		
2.		
3.		
4.		
5.		
6.		

** = Stand-alone D Test - both hydric soil and hydrologic indicator*

To combine layers/indicators to meet thickness requirements, see NRCS Hydric Soils Technical Note 4.

18. Excluding organic horizons, is any nonsoil horizon present at or within the uppermost 12 inches of the ground surface?
○ Yes *(e.g. bedrock, rock outcrop, limestone fill, gravel, etc)* ◉ No ○ Soil profile or site inaccessible

19. Is one or more hydric soil field indicators present? ○ Yes ◉ No ○ Inconclusive *(e.g., evaluation to 12+ inches impeded by disturbance, water, nonsoil, no site access, etc.)*
If no or inconclusive, is the soil hydric as determined by other NRCS methods?
○ Yes ← Which method(s)? _____ ○ No ○ Inconclusive ← Why? _____
(e.g., hydric soil definition, HSTS[2], indicator present at drier elevation, indicator would be present but for disturbance)

20. Is the depth of the soil profile 20 inches or greater from the soil surface? ◉ Yes ○ No
If no, depth of soil profile is: _____ inches Why? _____
(e.g., root refusal, nonsoil, water table, loose sand, heavy texture, compaction, weather conditions, inspection interrupted)

21. **Observed** height or depth of standing water from **soil** surface: _____ inches ○ Above ○ Below ◉ Not Observed

Point ID/Location: 29.045639, -81.324212 | Indicator evaluator: _____

22. Hydrologic Indicators: ***As is under current conditions, without considering RSJ[1] or the legality of any alterations***

Hydrologic Indicators per §62-340.500, F.A.C. (and as applied to §62-340.600, F.A.C.)	Present at or near point	Predicted during normal high water or wet season◆	Within 100 ft waterward of point (not for upland points)	1. Describe the type of all checked indicators. 2. Approximate the distance and compass direction of indicators within 100 ft of the point. 3. For water level indicators (potential indicators denoted by *) **note the height from ground surface** at the point as well as waterward (with distance from point). ◆Only for indicators not present due to dry season/drought
(1) Algal mats*				
(2) Aquatic mosses or liverworts*				
(3) Aquatic plants*				
(4) Aufwuchs*				
(5) Drift lines and rafted debris*				
(6) Elevated lichen lines*				
(7) Evidence of aquatic fauna				
(8) Hydrologic data*				
(9) Morphological plant adaptations*				
(10) Secondary flow channels				
(11) Sediment deposition*				
(12) Tussocks or hummocks*				
(13) Water marks*				

Highest water level indicator height at point: _____ inches ○ Above Ground Surface ○ No Water Level Indicators ○ Above Soil Surface ◉ N/A (described point is Upland)

23. Is one or more hydrologic indicator(s) listed in §62-340.500, F.A.C. present or predicted with normal high water or wet season conditions at the described point? ○ Yes ◉ No ○ Evaluation Impossible ← Why? _____

24. Delineation by Wetland Definition §62-340.300(1), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Has a wetland boundary been delineated at the described point? ○ Yes ◉ No *(**If No**, skip to #25)*

b) If yes to 24a, can the boundary be easily delineated using the definition of wetlands? ○ Yes ○ No

25. A & B Test Wetland Criteria §62-340.300(2)(a),(b), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Is the areal extent of Obligate plants in the stratum selected in #10 greater than the areal extent of all Upland plants in that stratum? (See #12) ○ Yes ◉ No ○ Vegetation Absent *(skip to #25f)* ○ Evaluation Impossible *(skip to #26a)*

b) Is the areal extent of Obligate and/or Facultative Wet plants in the stratum selected in #10 equal to or greater than 80% of all the plants in that stratum, excluding Facultative plants? (See #13) ○ Yes ◉ No

c) Is the soil hydric as identified using standard NRCS definitions and practices? (see #19) ○ Yes ◉ No ○ Indeterminable with current conditions ← Why? _____

d) Is the substrate composed of riverwash, nonsoil (see #18), rock outcrop-soil complex, or is the substrate located within an artificially created wetland area? ○ Yes ◉ No If yes, which condition is present? _____

e) Is one or more of the hydrologic indicators in §62-340.500, F.A.C. present at the described point? (See #23) ○ Yes ◉ No

f) Are the A Test criteria met per §62-340.300(2)(a), F.A.C. at the described point? ○ Yes ◉ No
(Note: If yes to 25a and yes to either 25c, 25d, or 25e, A Test criteria are met)

g) Are the B Test criteria met per §62-340.300(2)(b), F.A.C. at the described point? ○ Yes ◉ No
(Note: If yes to 25b and yes to either 25c, 25d, or 25e, B Test criteria are met)

h) Are there any **alterations or conditions** affecting reliable application of the A or B Test such that the Altered Sites Test is more appropriate? ○ Yes ◉ No

Point ID/Location: 29.045639, -81.324212

26. C Test Wetland Criteria §62-340.300(2)(c), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Per §62-340.300(2)(c), F.A.C. is the described point Pine Flatwoods or Improved Pasture, or does it have drained soils? ○ Yes ◉ No ***If yes**, select which of the following are met, then skip to #26d*

☐ Pine Flatwoods ☐ Improved Pasture ☐ Drained Soils

***Pine Flatwoods** must have flat terrain, a monotypic or mixed canopy of long leaf pine or slash pine, and a ground cover dominated by saw palmetto with other species that are NOT obligate or facultative wet. **Improved Pasture** means areas where the dominant native plant community has been replaced with planted or natural recruitment of herbaceous species which are NOT obligate or facultative wet species and which have been actively maintained for livestock through mechanical means or grazing. **Drained Soils** are those in which permanent alterations, excluding mechanical pumping, preclude the formation of hydric soils.*

b) Are the soils at the described point saline sands (salt flats-tidal flats), **or** have they been **field verified** by NRCS's Keys to Soil Taxonomy (4th ed. 1990) as Umbraqualfs, Sulfaquents, Hydraquents, Humaquepts, Histosols (except Folists), Argiaquolls, or Umbraquults? ○ Yes ◉ No

c) Do the soils at the described point have a NRCS hydric soil field indicator (see #17), **and** is the point located within a map unit named or designated by the NRCS as frequently flooded, depressional, or water?

Map Unit: _____ ○ Yes ◉ No ○ Inconclusive ← Why? _____ *(skip to #27a)*

d) Are the C Test criteria met per §62-340.300(2)(c), F.A.C. at the described point? ○ Yes ◉ No

(Note: If no to 26a and yes to either 26b or 26c, C Test criteria are met)

e) Are there any **alterations or conditions** affecting reliable application of the C Test such that the Altered Sites Test is more appropriate? ○ Yes ○ No

27. D Test Wetland Criteria §62-340.300(2)(d), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Is the soil hydric as verified by a NRCS hydric soil field indicator? (See #17)

○ Yes ◉ No *(skip to #27d)* ○ Inconclusive ← Why? _____ *(skip to #28)*

b) Does any NRCS hydric soil field indicator begin **at the soil surface or** are any of the following indicators present: A1, A2, A3, A4, A5, A7, A8, A9, S4, F2? ○ Yes ○ No *(If yes, then hydrologic indicator §62-340.500(8) or (11) is met)*

c) Is one or more of the hydrologic indicators in §62-340.500, F.A.C. present at the described point? (See #23) ○ Yes ○ No

d) Are the D Test criteria met per §62-340.300(2)(d), F.A.C. at the described point? ○ Yes ◉ No

(Note: If yes to 27a and yes to either 27b or 27c, D Test criteria may be met)

e) Are there any **alterations or conditions** affecting reliable application of the D Test such that the Altered Sites Test is more appropriate? ○ Yes ◉ No

28. Altered Sites Tests §62-340.300(3), F.A.C. (Legal/Authorized or Illegal/Unauthorized)

*For purposes of Chapter 62-340, F.A.C. **altered** refers to any natural or man-induced condition(s) which **masks or eliminates reliable expression** of wetland indicators (i.e. hydrophytic vegetation, hydric soils, and hydrologic indicators). **Unaltered or normal does not require a natural condition**, only an expression of wetland indicators that is sufficient to **reliably** identify or delineate the wetland using the criteria in §62-340.300, F.A.C.*

Are alterations affecting normal wetland condition? ○ Yes ◉ No *(skip to #32)* ○ Evaluation Impossible *(skip to #32)*

29. Authorized or Legally Altered Vegetation and Soils Test Criteria §62-340.300(3)(a), F.A.C.

a) Are there **authorized** or **legal** alterations affecting reliable expression of vegetation at the described point? ○ Yes ◉ No If yes, how? _____

b) Are there **authorized** or **legal** alterations affecting reliable soil evaluation at the described point? ○ Yes ○ No If yes, how? _____ ***(If no to both** 29a and 29b, skip to #30)*

c) If yes to 29a or 29b, which criteria tests are affected by the legal alterations?

☐ A Test ☐ B Test ☐ C Test ☐ D Test

d) Using the most reliable available information and reasonable scientific judgment, would the types of evidence and characteristics contemplated in §62-340.300, F.A.C. identify or delineate the described point as a wetland with cessation of the legal altering activities? ○ Yes ○ No If no, why? _____ ***(If no**, skip to #30)*

e) If yes to 29d, what §62-340.300, F.A.C. evidence is present now and/or will be present in the future with cessation of legal altering activities? ☐ Plants ☐ Soils ☐ Hydrologic indicators

f) If yes to 29d, which tests would be passed with cessation of legal altering activities?

☐ Wetland Definition ☐ A Test ☐ B Test ☐ C Test ☐ D Test

Why? _____

Point ID/Location: 29.045639, -81.324212

30. Authorized or Legally Altered Hydrology Test Criteria §62-340.300(3)(b), F.A.C.

a) Has wetland hydrology of the area been **legally** drained or lowered? ○ Yes ◉ No *(**If no**, skip to #31)*
If yes, how? _____

b) Has wetland hydrology been **legally** eliminated at the described point? ○ Yes ○ No *(**If no**, skip to #31)*

c) If yes to 30b, using reasonable scientific judgment or §62-340.550, F.A.C., have dredging or filling activities authorized by **Part IV** of Chapter 373, F.S. **permanently eliminated** wetland hydrology at the described point such that the wetland definition cannot be met? ○ Yes (point is upland) ○ No *(**If yes**, skip to #31)*

*Chapter 373, F.S. Part II activities (e.g., water use permits) or other temporary hydrologic alterations (e.g., surface water pumps, drought) do **not** apply to this or any other Ch. 62-340, F.A.C. determinations.*

d) If no to 30c, what §62-340.300, F.A.C. evidence is present now and/or will be present in the future with cessation of temporary hydrologic drainage? ☐ Plants ☐ Soils ☐ Hydrologic indicators

e) If no to 30c, Which tests would be passed with cessation of temporary hydrologic alterations?
☐ Wetland Definition ☐ A Test ☐ B Test ☐ C Test ☐ D Test
Why? _____

31. Unauthorized or Illegally Altered Sites Test Criteria §62-340.300(3)(c), F.A.C.

*If the altering activity is a violation of regulatory requirements, then application of §62-340.300(3)(c), F.A.C. and all provisions of Chapter 62-340, F.A.C. are utilized to identify or delineate the wetland in a forensic manner. **This identification or delineation reflects the condition immediately prior to the unauthorized alteration**.*

a) Have any **unauthorized** alterations affected the normal wetland condition at the described point? ○ Yes ○ No
If yes, how? _____ *(**If no**, skip to #32)*

b) If yes to 31a, which criteria tests are affected by the unauthorized alterations?
☐ A Test ☐ B Test ☐ C Test ☐ D Test

c) With reasonable scientific judgment is the described point a wetland, or would it have been a wetland immediately prior to the unauthorized alteration? ○ Yes ○ No If no, why? _____ *(**If no**, skip to #32)*

d) If yes to 31c, what §62-340.300, F.A.C. evidence is present now and/or was present immediately prior to the unauthorized alteration? ☐ Plants ☐ Soils ☐ Hydrologic indicators

e) If yes to 31c, which tests would be passed immediately prior to the unauthorized alteration?
☐ Wetland Definition ☐ A Test ☐ B Test ☐ C Test ☐ D Test
Why? _____

32. Wetland and Other Surface Water Summary §62-340.600(2)(a-e), F.A.C.:

Given **normal** expression, **cessation** of **authorized** alterations, or **immediately prior** to any **unauthorized** alterations:

a) With **reasonable scientific judgment** is the described point a wetland as defined in §62-340.200(19), F.A.C. and located by Ch. 62-340, F.A.C.? ○ Yes ◉ No If yes, which criteria identified or delineated the wetland?
☐ Wetland Definition ☐ A Test ☐ B Test ☐ C Test ☐ D Test
If summary answers differ from answers in 25f, 25g, 26d, or 27d, why? _____

b) Is the described point located at or within the Mean High Water Line of a tidal water body?
○ Yes ◉ No ○ MHWL Unknown

c) Is the described point located at or within the Ordinary High Water Line of a non-tidal natural water body or natural watercourse? ○ Yes ○ No

d) Is the described point located at or within the top of the bank of an artificial lake, borrow pit, canal, ditch, or other type of artificial water body or watercourse with side slopes of 1 foot vertical to 4 feet horizontal or steeper, excluding spoil banks when the canals and ditches have resulted from excavation into the ground? ○ Yes ◉ No

e) Is the described point located at or within the Seasonal High Water Line of an artificial lake, borrow pit, canal, ditch, or other type of artificial water body or watercourse with side slopes flatter than 1 foot vertical to 4 feet horizontal or an artificial water body created by diking or impoundment above the ground? ○ Yes ◉ No

33. Connection or Isolation of Wetland per Applicant's Handbook Vol.1 Section 2.0

If the described point is a wetland, does it have a connection via wetlands or other surface waters, or is it wholly surrounded by uplands and therefore isolated? ○ Connected ○ Isolated ◉ N/A (Point is not wetland)

Point ID/Location: 29.045639, -81.324212

34. Photographs and/or videos: Soil profile with Data Form, Soil profile close-up, Cross section(s) at 6" depth for sandy textures and/or critical depths for fine textures, Hydric soil indicators, Water table or inundation depth, Four cardinal directions of plant strata present, Hydrologic indicators (with scale as necessary), Critical plant ID (optional)

#	Memory Card # / Metadata	Description, compass direction (if applicable)	Taken By
1.			
2.			
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Notes: See Attached Photos

Helpful Definitions for Applying Ch 62-340, F.A.C.

[1]**RSJ** stands for Reasonable Scientific Judgment where used throughout this Data Form (See *The Florida Wetlands Delineation Manual* pg. 2 & 12)

[2]**HSTS** stands for Hydric Soils Technical Standard (See NRCS Hydric Soils Technical Note 11)

Definition from §62.340.200(19) Florida Administrative Code
"**Wetlands**," as defined in subsection 373.019(17), F.S., means those areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Definition from §373.019(19) Florida Statutes
"**Surface water**" means water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface.

Definition from §373.019(14) Florida Statutes
"**Other watercourse**" means any canal, ditch, or other artificial watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted.

Definition from §62.340.200(15) Florida Administrative Code
"**Seasonal High Water**" means the elevation to which the ground and surface water can be expected to rise due to a normal wet season.

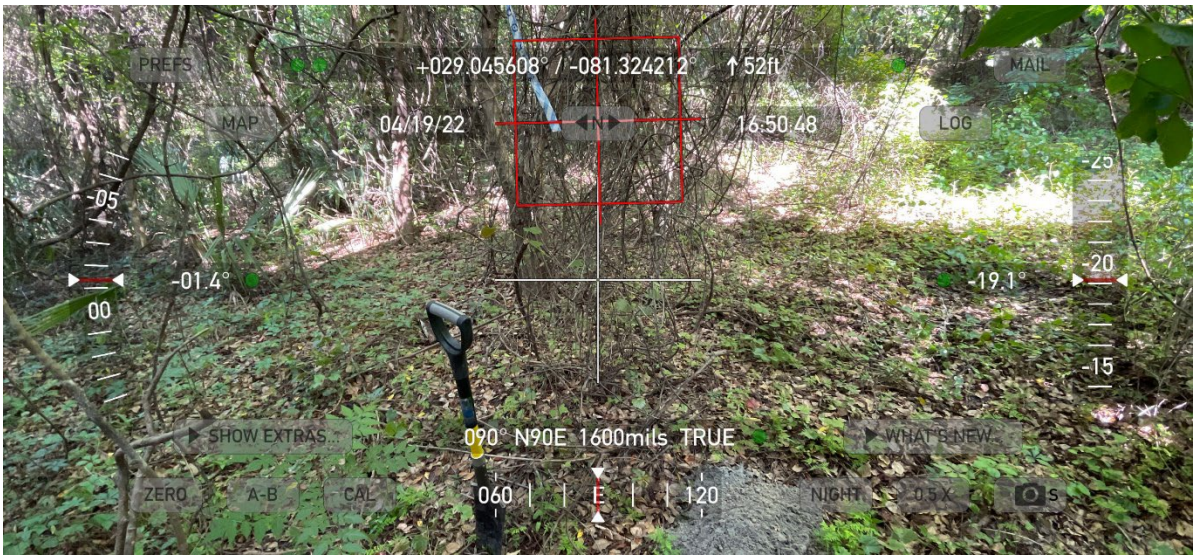
From The Florida Wetlands Delineation Manual pg. 37
Ordinary high water is that point on the slope or bank where the surface water from the water body ceases to exert a dominant influence on the character of the surrounding vegetation and soils. The OHWL frequently encompasses areas dominated by non-listed vegetation and non-hydric soils. When the OHWL is not at a wetland edge, the general view of the area may present an "upland" appearance.

Definition from §403.803(14) Florida Statutes
"Swale" means a manmade trench which:
(a) Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than 3 feet horizontal to 1 foot vertical;
(b) Contains contiguous areas of standing or flowing water only following a rainfall event;
(c) Is planted with or has stablized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake; and
(d) Is designed to take into acount the soil erodibility, soil percolation, slope, slope length, and drainage area so as to prevent erosion and reduce pollutant concentration of any discharge.

Upland Soil Pit



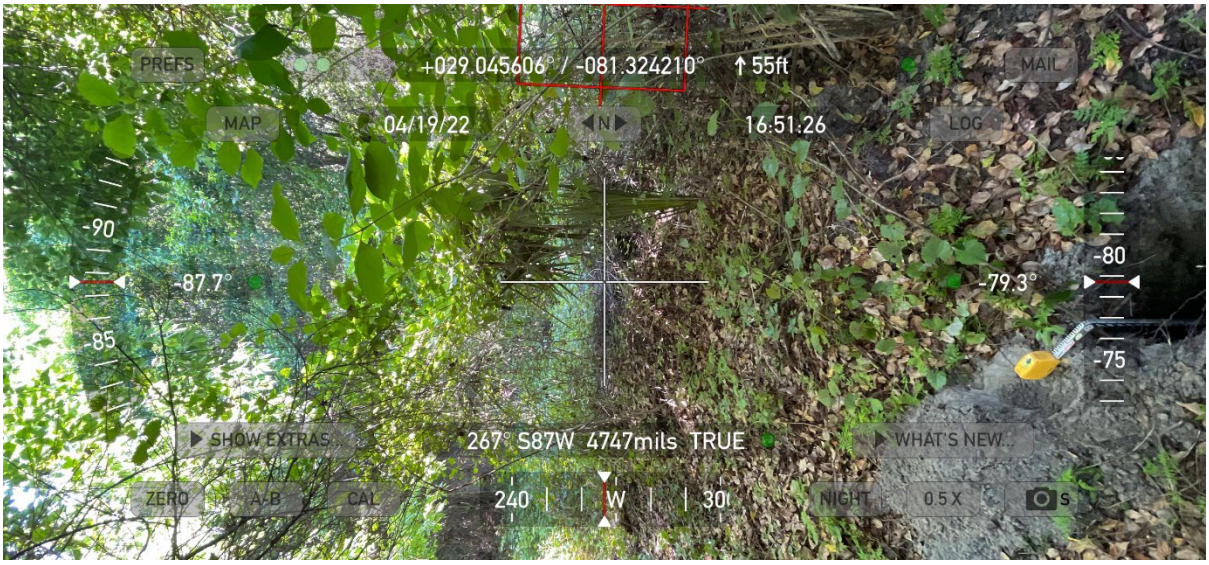
East Elevation from Upland Soil Pit



South Elevation from Upland Soil Pit



West Elevation from Upland Soil Pit



North Elevation from Upland Soil Pit



Chapter 62-340, F.A.C. Data Form

§ denotes the Rule, subsection, paragraph, or subparagraph referenced from Ch. 62-340, F.A.C.

1. Date: Apr 19, 2022 2. Staff Present: MR/AC 3. Form recorder(s): MR/AC

4. County: Volusia (64) 5. Site Name: DeLand Tracking #: FL2022-HP-14

6. Point ID: WL-A GPS Coordinates: 29.045799, -81.324309

7. Distances and bearings from fixed objects (if no GPS):

8. Current condition of described point: ○ Authorized or legal condition ○ Unauthorized or illegal condition

9. Work type: ○ Identification ◉ Delineation

Point status: ◉ Wetland ○ Non-Wetland Surface Water ○ Upland

10. Vegetative Stratum §62-340.400: Using §62-340.400, F.A.C. with reasonable scientific judgment, select the appropriate vegetative stratum. (Do not include FAC species when determining 10% minimum areal extent.)

○ Canopy (Min. 10% areal extent) ◉ Subcanopy (Min. 10% areal extent) ○ Groundcover (No min. areal extent)

○ Vegetation Absent *(skip to #14)* ○ Evaluation Impossible *(skip to #14)* **Why?**

11. Plant List §62-340.200(2),(6),(16), §62-340.400, §62-340.450, F.A.C.:

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

Areal extent estimator:

Select and identify plants in an area just large enough to represent and classify the plant community at the described point. Do not extend into different communities or hydrologic conditions.

1. Record the scientific name (binomial) and status of each plant species necessary to identify/delineate and classify the plant community in the selected area.
2. Record the percent areal extent in the canopy, subcanopy, and groundcover columns for each species.
3. For each species present in the **stratum selected in #10**, transfer the numbers from only that stratum's column into the appropriate status columns.

#	Binomial of Observed Species	Status	Canopy	Subcanopy	Groundcover	Upland	Facultative	Fac. Wet	Obligate
1.	Sabal minor	FW		90				90	
2.	Dead 1-4" DBH			10					
3.									
4.									
5.	Sabal palmetto	F	5						
6.									
7.									
8.	Phyla nodiflora	F			25				
9.	Koelreuteria paniculata	U			20				
10.	Vitis rotundifolia	F			15				
11.									
12.									
13.									
14.									
15.									
16.									
17.									
18.									
19.									
20.									
Percent areal extent totals for the stratum selected in question 10						0	0	90	0

12. In the stratum selected in #10: What is the % areal extent of Obligate plants? 0

What is the % areal extent of Upland plants? 0

Is the areal extent of Obligate plants greater than that of Upland plants? ○ Yes ◉ No

13. In the stratum selected in #10: What is the total % areal extent of Obligate & Facultative Wet plants combined? 90

What is the total % areal extent of Obligate, Facultative Wet, & Upland plants combined? 90

What is the percentage of OBL + FACW in relation to all plants, excluding FAC? ($\frac{\text{OBL+FACW}}{\text{OBL+FACW+UPL}}$) 100.0%

Point ID/Location: 29.045799, -81.324309 | Soil describer: _____

14. LRR/MLRA U | **Textures:** Peat, Mucky Peat, Muck, Mucky Mineral (S or F), Sand, Fine, Marl

15. Is a soil profile evaluation possible? ◉ Yes ○ No If no, why? *(**If No**, skip to #18)*

16. Soil Description: ***As is under current conditions, without considering RSJ[1] or the legality of any alterations***

Soil surface, or 0 inch depth for purposes of Chapter 62-340, F.A.C. is the muck or mineral surface (whether natural or fill)

Horizon	beginning to ending **Depth** (inches)	**Matrix Texture**	moist condition **Matrix Hue Value/ Chroma**	for sandy matrix horizons w/ value ≤ 3: **% Organic Coating**	- **Describe soil features: DA** (areas darker than matrix), **LA** (areas lighter than matrix), **RC** (redox concentrations): Record in moist condition **hue value/chroma; % volume in horizon; boundaries** (sharp/clear/diffuse); **shape** (rounded/linear/angular). - **OB** (organic bodies): Record **texture** (muck or mucky mineral), **% volume in horizon.** - **H_2S** (hydrogen sulfide odor): Indicate shallowest depth where detected - **Note** if horizon is **Physically Mixed (PM), Nonsoil** (any material not listed in "Textures" above), or **Fill** and describe.
1	0-6	Sandy Loam	2.5YR 2.5/1	95	30% plant fibers/muck, pH 6.7
2	6-17	Loamy Sand	10YR 3/1	95	
3	17-30	Sand	10YR 3/1	90	
4					
5					
6					

17. Hydric Soil Field Indicators: If present, check all Hydric Soil Field Indicators satisfied and specify their beginning and ending depths

☑ All Texture	☑ Sandy Texture	☑ Fine Texture
__(A1) Histosol*	__(S4) Sandy Gleyed Matrix*	__(F2) Loamy Gleyed Matrix*
__(A2) Histic Epipedon*	__(S5) Sandy Redox	__(F3) Depleted Matrix
__(A3) Black Histic*	__(S6) Stripped Matrix	__(F6) Redox Dark Surface
✓(A4) Hydrogen Sulfide*	✓(S7) Dark Surface	__(F7) Depleted Dark Surface
__(A5) Stratified Layers*	__(S8) Polyvalue Below Surface	__(F8) Redox Depression
__(A6) Organic Bodies	__(S9) Thin Dark Surface	__(F10) Marl
__(A7) 5cm Mucky Mineral*	__(S12) Barrier Islands 1cm Muck	__(F12) Iron-Manganese Masses
__(A8) Muck Presence*		__(F13) Umbric Surface
__(A9) 1cm Muck*		__(F22) Very Shallow Dark Surface
__(A11) Depleted Below Dark Surface		
__(A12) Thick Dark Surface		

	Indicator Present	Begin Depth	End Depth
1.	A4	17	20
2.	S7	0	30
3.			
4.			
5.			
6.			

* = *Stand-alone D Test - both hydric soil and hydrologic indicator*

To combine layers/indicators to meet thickness requirements, see NRCS Hydric Soils Technical Note 4.

18. Excluding organic horizons, is any nonsoil horizon present at or within the uppermost 12 inches of the ground surface?
○ Yes *(e.g. bedrock, rock outcrop, limestone fill, gravel, etc)* ◉ No ○ Soil profile or site inaccessible

19. Is one or more hydric soil field indicators present? ◉ Yes ○ No ○ Inconclusive *(e.g., evaluation to 12+ inches impeded by disturbance, water, nonsoil, no site access, etc.)*
If no or inconclusive, is the soil hydric as determined by other NRCS methods?
○ Yes ← Which method(s)? _____ ○ No ○ Inconclusive ← Why? _____
(e.g., hydric soil definition, HSTS[2], indicator present at drier elevation, indicator would be present but for disturbance)

20. Is the depth of the soil profile 20 inches or greater from the soil surface? ◉ Yes ○ No
If no, depth of soil profile is: _____ inches Why? _____
(e.g., root refusal, nonsoil, water table, loose sand, heavy texture, compaction, weather conditions, inspection interrupted)

21. **Observed** height or depth of standing water from **soil** surface: 13 inches ○ Above ◉ Below ○ Not Observed

Point ID/Location: 29.045799, -81.324309 | Indicator evaluator: _____

22. Hydrologic Indicators: ***As is under current conditions, without considering RSJ[1] or the legality of any alterations***

Hydrologic Indicators per §62-340.500, F.A.C. (and as applied to §62-340.600, F.A.C.)	Present at or near point	Predicted during normal high water or wet season◆	Within 100 ft waterward of point (not for upland points)	1. Describe the type of all checked indicators. 2. Approximate the distance and compass direction of indicators within 100 ft of the point. 3. For water level indicators (potential indicators denoted by *) **note the height from ground surface** at the point as well as waterward (with distance from point). ◆Only for indicators not present due to dry season/drought
(1) Algal mats*			✓	
(2) Aquatic mosses or liverworts*				
(3) Aquatic plants*			✓	
(4) Aufwuchs*				
(5) Drift lines and rafted debris*		✓		
(6) Elevated lichen lines*				
(7) Evidence of aquatic fauna	✓			Bullfrog, S. leopard frog, green treefrog, S. toad, waterfowl, fish, herons
(8) Hydrologic data*	✓			Saturated to 0-6" of the surface. Water table 13" from surface.
(9) Morphological plant adaptations*				
(10) Secondary flow channels				
(11) Sediment deposition*				
(12) Tussocks or hummocks*				
(13) Water marks*				

Highest water level indicator height at point: 0 inches ○ Above Ground Surface ○ No Water Level Indicators ◉ Above Soil Surface ○ N/A (described point is Upland)

23. Is one or more hydrologic indicator(s) listed in §62-340.500, F.A.C. present or predicted with normal high water or wet season conditions at the described point? ◉ Yes ○ No ○ Evaluation Impossible ← Why? _____

24. Delineation by Wetland Definition §62-340.300(1), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Has a wetland boundary been delineated at the described point? ◉ Yes ○ No *(**If No**, skip to #25)*

b) If yes to 24a, can the boundary be easily delineated using the definition of wetlands? ○ Yes ○ No

25. A & B Test Wetland Criteria §62-340.300(2)(a),(b), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Is the areal extent of Obligate plants in the stratum selected in #10 greater than the areal extent of all Upland plants in that stratum? (See #12) ○ Yes ◉ No ○ Vegetation Absent *(skip to #25f)* ○ Evaluation Impossible *(skip to #26a)*

b) Is the areal extent of Obligate and/or Facultative Wet plants in the stratum selected in #10 equal to or greater than 80% of all the plants in that stratum, excluding Facultative plants? (See #13) ◉ Yes ○ No

c) Is the soil hydric as identified using standard NRCS definitions and practices? (see #19) ◉ Yes ○ No ○ Indeterminable with current conditions ← Why? _____

d) Is the substrate composed of riverwash, nonsoil (see #18), rock outcrop-soil complex, or is the substrate located within an artificially created wetland area? ◉ Yes ○ No If yes, which condition is present? Stormwater Mngmt. Pond

e) Is one or more of the hydrologic indicators in §62-340.500, F.A.C. present at the described point? (See #23) ◉ Yes ○ No

f) Are the A Test criteria met per §62-340.300(2)(a), F.A.C. at the described point? ○ Yes ◉ No
(Note: If yes to 25a and yes to either 25c, 25d, or 25e, A Test criteria are met)

g) Are the B Test criteria met per §62-340.300(2)(b), F.A.C. at the described point? ◉ Yes ○ No
(Note: If yes to 25b and yes to either 25c, 25d, or 25e, B Test criteria are met)

h) Are there any **alterations or conditions** affecting reliable application of the A or B Test such that the Altered Sites Test is more appropriate? ○ Yes ○ No

Point ID/Location: 29.045799, -81.324309

26. C Test Wetland Criteria §62-340.300(2)(c), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Per §62-340.300(2)(c), F.A.C. is the described point Pine Flatwoods or Improved Pasture, or does it have drained soils? ○ Yes ◉ No ***If yes**, select which of the following are met, then skip to #26d*

☐ Pine Flatwoods ☐ Improved Pasture ☐ Drained Soils

***Pine Flatwoods** must have flat terrain, a monotypic or mixed canopy of long leaf pine or slash pine, and a ground cover dominated by saw palmetto with other species that are NOT obligate or facultative wet. **Improved Pasture** means areas where the dominant native plant community has been replaced with planted or natural recruitment of herbaceous species which are NOT obligate or facultative wet species and which have been actively maintained for livestock through mechanical means or grazing. **Drained Soils** are those in which permanent alterations, excluding mechanical pumping, preclude the formation of hydric soils.*

b) Are the soils at the described point saline sands (salt flats-tidal flats), **or** have they been **field verified** by NRCS's Keys to Soil Taxonomy (4th ed. 1990) as Umbraqualfs, Sulfaquents, Hydraquents, Humaquepts, Histosols (except Folists), Argiaquolls, or Umbraquults? ○ Yes ◉ No

c) Do the soils at the described point have a NRCS hydric soil field indicator (see #17), **and** is the point located within a map unit named or designated by the NRCS as frequently flooded, depressional, or water?

Map Unit: _____ ○ Yes ◉ No ○ Inconclusive ← Why? _____ *(skip to #27a)*

d) Are the C Test criteria met per §62-340.300(2)(c), F.A.C. at the described point? ○ Yes ◉ No

(Note: If no to 26a and yes to either 26b or 26c, C Test criteria are met)

e) Are there any **alterations or conditions** affecting reliable application of the C Test such that the Altered Sites Test is more appropriate? ○ Yes ◉ No

27. D Test Wetland Criteria §62-340.300(2)(d), F.A.C.

As is under current conditions, without considering RSJ[1] or the legality of any alterations:

a) Is the soil hydric as verified by a NRCS hydric soil field indicator? (See #17)

◉ Yes ○ No *(skip to #27d)* ○ Inconclusive ← Why? _____ *(skip to #28)*

b) Does any NRCS hydric soil field indicator begin **at the soil surface or** are any of the following indicators present: A1, A2, A3, A4, A5, A7, A8, A9, S4, F2? ◉ Yes ○ No *(If yes, then hydrologic indicator §62-340.500(8) or (11) is met)*

c) Is one or more of the hydrologic indicators in §62-340.500, F.A.C. present at the described point? (See #23) ◉ Yes ○ No

d) Are the D Test criteria met per §62-340.300(2)(d), F.A.C. at the described point? ◉ Yes ○ No

(Note: If yes to 27a and yes to either 27b or 27c, D Test criteria may be met)

e) Are there any **alterations or conditions** affecting reliable application of the D Test such that the Altered Sites Test is more appropriate? ○ Yes ◉ No

28. Altered Sites Tests §62-340.300(3), F.A.C. (Legal/Authorized or Illegal/Unauthorized)

*For purposes of Chapter 62-340, F.A.C. **altered** refers to any natural or man-induced condition(s) which **masks or eliminates reliable expression** of wetland indicators (i.e. hydrophytic vegetation, hydric soils, and hydrologic indicators). **Unaltered or normal does not require a natural condition**, only an expression of wetland indicators that is sufficient to **reliably** identify or delineate the wetland using the criteria in §62-340.300, F.A.C.*

Are alterations affecting normal wetland condition? ○ Yes ◉ No *(skip to #32)* ○ Evaluation Impossible *(skip to #32)*

29. Authorized or Legally Altered Vegetation and Soils Test Criteria §62-340.300(3)(a), F.A.C.

a) Are there **authorized** or **legal** alterations affecting reliable expression of vegetation at the described point? ○ Yes ○ No If yes, how? _____

b) Are there **authorized** or **legal** alterations affecting reliable soil evaluation at the described point? ○ Yes ○ No If yes, how? _____ ***(If no to both** 29a and 29b, skip to #30)*

c) If yes to 29a or 29b, which criteria tests are affected by the legal alterations?

☐ A Test ☐ B Test ☐ C Test ☐ D Test

d) Using the most reliable available information and reasonable scientific judgment, would the types of evidence and characteristics contemplated in §62-340.300, F.A.C. identify or delineate the described point as a wetland with cessation of the legal altering activities? ○ Yes ○ No If no, why? _____ ***(If no**, skip to #30)*

e) If yes to 29d, what §62-340.300, F.A.C. evidence is present now and/or will be present in the future with cessation of legal altering activities? ☐ Plants ☐ Soils ☐ Hydrologic indicators

f) If yes to 29d, which tests would be passed with cessation of legal altering activities?

☐ Wetland Definition ☐ A Test ☐ B Test ☐ C Test ☐ D Test

Why? _____

Point ID/Location: 29.045799, -81.324309

30. Authorized or Legally Altered Hydrology Test Criteria §62-340.300(3)(b), F.A.C.

a) Has wetland hydrology of the area been **legally** drained or lowered? ○ Yes ○ No *(**If no**, skip to #31)*
If yes, how? _____

b) Has wetland hydrology been **legally** eliminated at the described point? ○ Yes ○ No *(**If no**, skip to #31)*

c) If yes to 30b, using reasonable scientific judgment or §62-340.550, F.A.C., have dredging or filling activities authorized by **Part IV** of Chapter 373, F.S. **permanently eliminated** wetland hydrology at the described point such that the wetland definition cannot be met? ○ Yes (point is upland) ○ No *(**If yes**, skip to #31)*

*Chapter 373, F.S. Part II activities (e.g., water use permits) or other temporary hydrologic alterations (e.g., surface water pumps, drought) do **not** apply to this or any other Ch. 62-340, F.A.C. determinations.*

d) If no to 30c, what §62-340.300, F.A.C. evidence is present now and/or will be present in the future with cessation of temporary hydrologic drainage? ☐ Plants ☐ Soils ☐ Hydrologic indicators

e) If no to 30c, Which tests would be passed with cessation of temporary hydrologic alterations?
☐ Wetland Definition ☐ A Test ☐ B Test ☐ C Test ☐ D Test
Why? _____

31. Unauthorized or Illegally Altered Sites Test Criteria §62-340.300(3)(c), F.A.C.

*If the altering activity is a violation of regulatory requirements, then application of §62-340.300(3)(c), F.A.C. and all provisions of Chapter 62-340, F.A.C. are utilized to identify or delineate the wetland in a forensic manner. **This identification or delineation reflects the condition immediately prior to the unauthorized alteration**.*

a) Have any **unauthorized** alterations affected the normal wetland condition at the described point? ○ Yes ○ No
If yes, how? _____ *(**If no**, skip to #32)*

b) If yes to 31a, which criteria tests are affected by the unauthorized alterations?
☐ A Test ☐ B Test ☐ C Test ☐ D Test

c) With reasonable scientific judgment is the described point a wetland, or would it have been a wetland immediately prior to the unauthorized alteration? ○ Yes ○ No If no, why? _____ *(**If no**, skip to #32)*

d) If yes to 31c, what §62-340.300, F.A.C. evidence is present now and/or was present immediately prior to the unauthorized alteration? ☐ Plants ☐ Soils ☐ Hydrologic indicators

e) If yes to 31c, which tests would be passed immediately prior to the unauthorized alteration?
☐ Wetland Definition ☐ A Test ☐ B Test ☐ C Test ☐ D Test
Why? _____

32. Wetland and Other Surface Water Summary §62-340.600(2)(a-e), F.A.C.:

Given **normal** expression, **cessation** of **authorized** alterations, or **immediately prior** to any **unauthorized** alterations:

a) With **reasonable scientific judgment** is the described point a wetland as defined in §62-340.200(19), F.A.C. and located by Ch. 62-340, F.A.C.? ◉ Yes ○ No If yes, which criteria identified or delineated the wetland?
☒ Wetland Definition ☐ A Test ☒ B Test ☐ C Test ☒ D Test
If summary answers differ from answers in 25f, 25g, 26d, or 27d, why? _____

b) Is the described point located at or within the Mean High Water Line of a tidal water body?
○ Yes ◉ No ○ MHWL Unknown

c) Is the described point located at or within the Ordinary High Water Line of a non-tidal natural water body or natural watercourse? ○ Yes ◉ No

d) Is the described point located at or within the top of the bank of an artificial lake, borrow pit, canal, ditch, or other type of artificial water body or watercourse with side slopes of 1 foot vertical to 4 feet horizontal or steeper, excluding spoil banks when the canals and ditches have resulted from excavation into the ground? ○ Yes ◉ No

e) Is the described point located at or within the Seasonal High Water Line of an artificial lake, borrow pit, canal, ditch, or other type of artificial water body or watercourse with side slopes flatter than 1 foot vertical to 4 feet horizontal or an artificial water body created by diking or impoundment above the ground? ◉ Yes ○ No

33. Connection or Isolation of Wetland per Applicant's Handbook Vol.1 Section 2.0

If the described point is a wetland, does it have a connection via wetlands or other surface waters, or is it wholly surrounded by uplands and therefore isolated? ◉ Connected ○ Isolated ○ N/A (Point is not wetland)

Point ID/Location: 29.045799, -81.324309

34. Photographs and/or videos: Soil profile with Data Form, Soil profile close-up, Cross section(s) at 6" depth for sandy textures and/or critical depths for fine textures, Hydric soil indicators, Water table or inundation depth, Four cardinal directions of plant strata present, Hydrologic indicators (with scale as necessary), Critical plant ID (optional)

#	Memory Card # / Metadata	Description, compass direction (if applicable)	Taken By
1.			
2.			
3.			
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10.			
11.			
12.			
13.			
14.			

Notes: See attached photos

Helpful Definitions for Applying Ch 62-340, F.A.C.

[1]**RSJ** stands for Reasonable Scientific Judgment where used throughout this Data Form (See *The Florida Wetlands Delineation Manual* pg. 2 & 12)

[2]**HSTS** stands for Hydric Soils Technical Standard (See NRCS Hydric Soils Technical Note 11)

Definition from §62.340.200(19) Florida Administrative Code

"**Wetlands**," as defined in subsection 373.019(17), F.S., means those areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Definition from §373.019(19) Florida Statutes

"**Surface water**" means water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface.

Definition from §373.019(14) Florida Statutes

"**Other watercourse**" means any canal, ditch, or other artificial watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted.

Definition from §62.340.200(15) Florida Administrative Code

"**Seasonal High Water**" means the elevation to which the ground and surface water can be expected to rise due to a normal wet season.

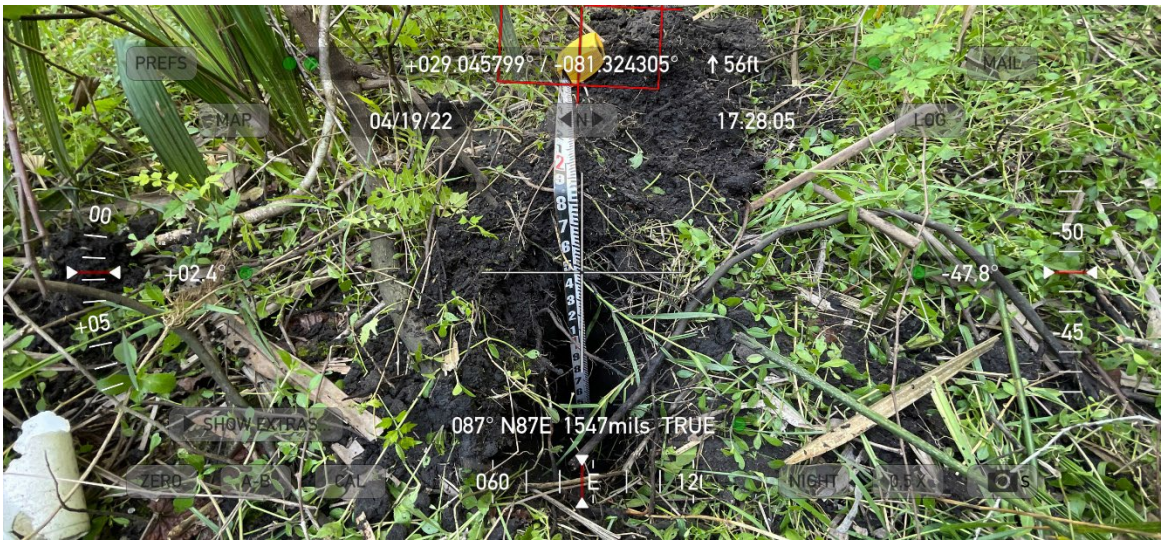
From The Florida Wetlands Delineation Manual pg. 37

Ordinary high water is that point on the slope or bank where the surface water from the water body ceases to exert a dominant influence on the character of the surrounding vegetation and soils. The OHWL frequently encompasses areas dominated by non-listed vegetation and non-hydric soils. When the OHWL is not at a wetland edge, the general view of the area may present an "upland" appearance.

Definition from §403.803(14) Florida Statutes

"Swale" means a manmade trench which:
(a) Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than 3 feet horizontal to 1 foot vertical;
(b) Contains contiguous areas of standing or flowing water only following a rainfall event;
(c) Is planted with or has stablized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake; and
(d) Is designed to take into acount the soil erodibility, soil percolation, slope, slope length, and drainage area so as to prevent erosion and reduce pollutant concentration of any discharge.

Wetland Soil Pit



East Elevation from Wetland Soil Pit



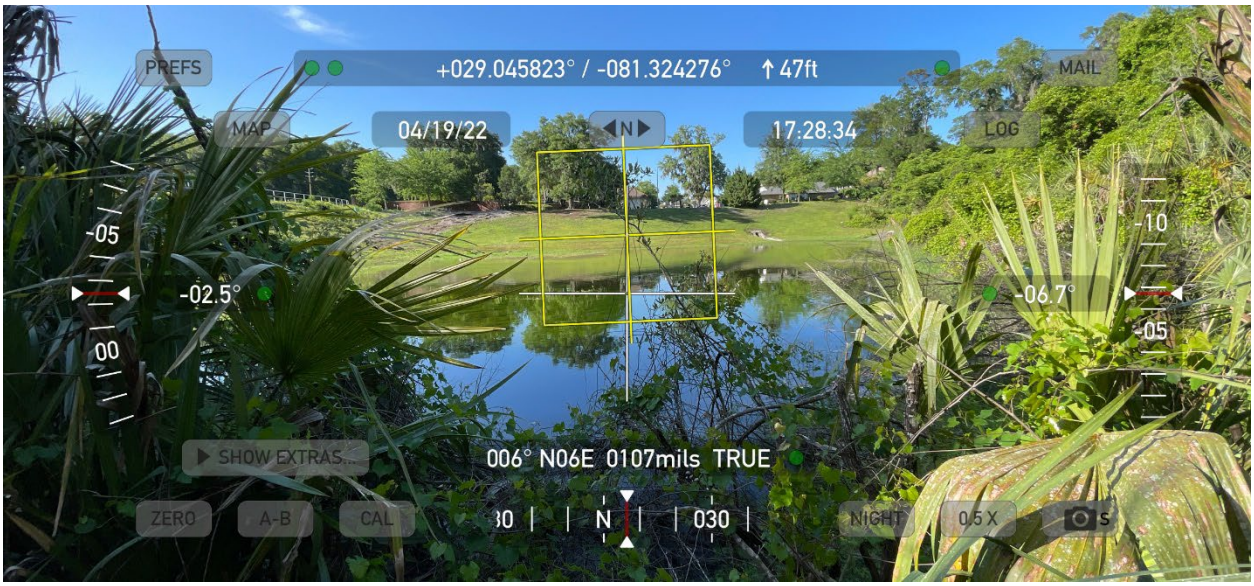
South Elevation from Wetland Soil Pit



West Elevation from Wetland Soil Pit



North Elevation from Wetland Soil Pit



ATTACHMENT 3

Site Photos

April 18-22, 2022

ENVIRONMENTAL SERVICES

14.57-acre property off N. Spring Garden Avenue, Volusia County, DeLand, Florida (RayEA Project FL2022-HP-14)

MAY 2022

Prepared for

Hillpointe, LLC

By

RayEA, LLC



Photo 1. Tree 1095- Laurel Oak (50-inch DBH) Poor Condition, 4-20-22



Photo 3. Tree 1123- Laurel Oak (17-inch DBH) Poor Condition, 4-21-22



Photo 2. Tree 1104- Longleaf Pine (18-inch DBH) Poor Condition, 4-20-22



Photo 4. Tree 1030- Southern Magnolia (12-inch DBH) Poor Condition, 4-21-22.

RayEA, LLC
ECOLOGICAL APPLICATIONS



Photo 5. Tree 1137- Laurel Oak (37-inch DBH) Poor Condition, 4-21-22



Photo 7. Tree 1112- Laurel Oak (36-inch DBH) Poor Condition, 4-20-22.



Photo 6. Tree 1040- Laurel Oak (41-inch DBH) Poor Condition, 4-22-22



Photo 8. Tree 1151- Laurel Oak (32-inch DBH) Poor Condition, 4-22-22

RayEA, LLC
ECOLOGICAL APPLICATIONS



Photo 9. Tree 1154- Laurel Oak (double bole (16 and 16-inch DBH) Poor Condition, 4-22-22



Photo 11. Alex Collazos marking an invasive camphor tree, 4-20-22



Photo 10. Christie Bryant ISA Certified Arborist and assistant William Putzke (Photo from another site).

RayEA, LLC
ECOLOGICAL APPLICATIONS

ATTACHMENT 4

Site Specific Data Maps

ENVIRONMENTAL SERVICES

14.57-acre property off N. Spring Garden Avenue, Volusia County, DeLand, Florida (RayEA Project FL2022-HP-14)

MAY 2022

Prepared for

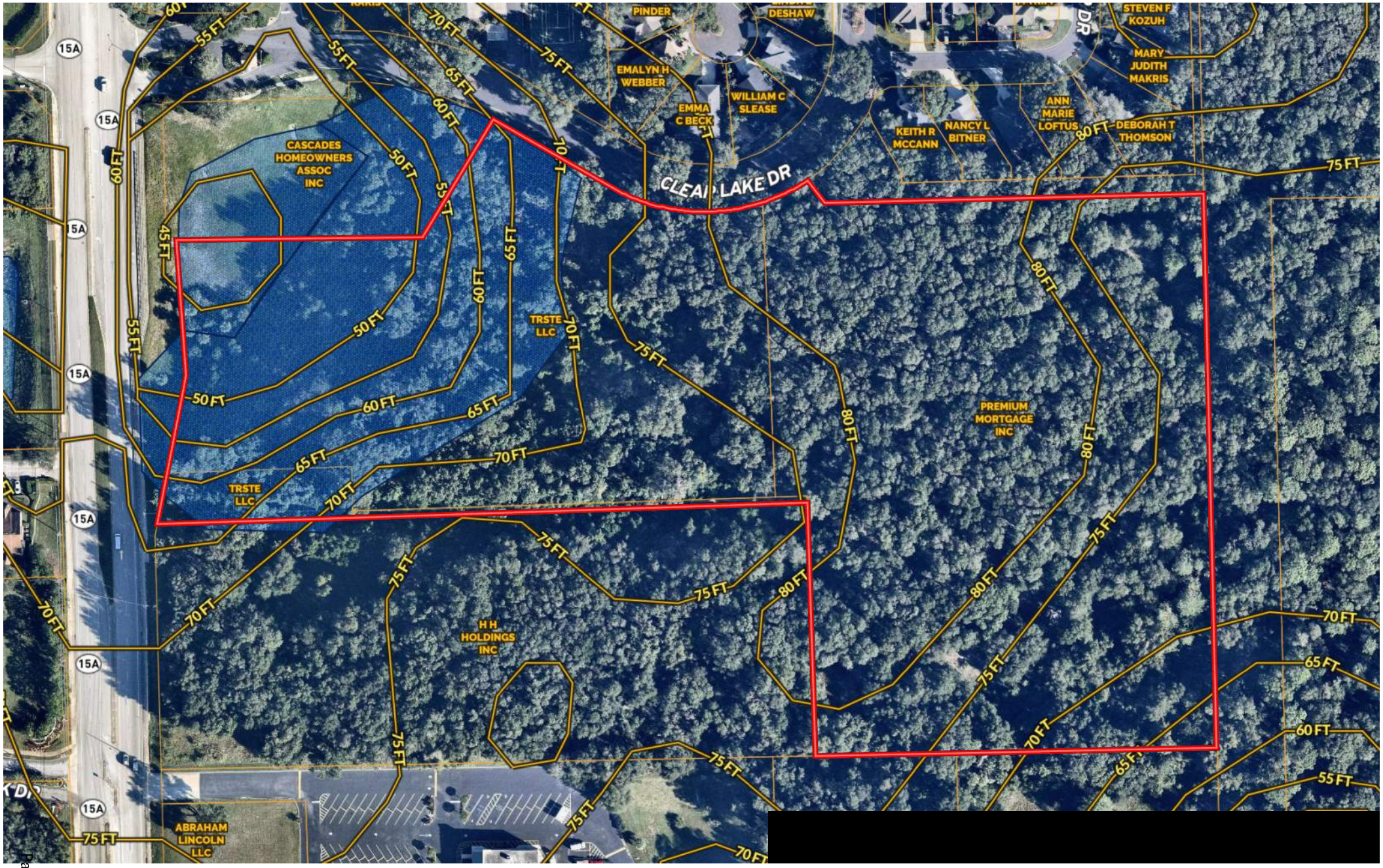
Hillpointe, LLC

By

RayEA, LLC

DeLand- N Spring Garden Ave

Volusia County, Florida, AC +/-



Boundary | 100 Year Floodplain | 500 Year Floodplain | Floodway | Special | Unmapped/ Not Included | Wetlands | Riparian | NOT AVAILABLE | Voltage 0 - 99 KV | Voltage 100 - 161 KV | Voltage 220 - 287 KV | Voltage 345 KV | Voltage 500 KV

RJ Hall

The information contained herein was obtained from sources deemed to be reliable.
MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

WETLAND DATA POINT LOCATIONS

WETLAND POINT	MATERIAL	LATITUDE	LONGITUDE	NOTES
A-1	Pink Printed Flagging	29.045749	-81.324449	50' @ 30 deg. From slope sabal
A-2	Pink Printed Flagging	29.045655	-81.324381	West of WL/U sample pits
A-3	Pink Printed Flagging	29.045758	-81.324263	60' @ 56 deg. From A-2
A-4	Pink Printed Flagging	29.045778	-81.324134	15' from second test pit
A-5	Pink Printed Flagging	29.045944	-81.324011	60' from A-4 on sabal palm
A-6	Pink Printed Flagging	29.046064	-81.323992	60' from A-5 on 3" camphor
A-7	Pink Printed Flagging	29.046229	-81.323934	66' from A-6 visible from Road
A-8	Pink 28" Wire Flag	29.046334	-81.323957	By northeastern concrete sluice
A-9	Pink 28" Wire Flag	29.046265	-81.324434	49' @ 284 deg. From A-8
A-10	Pink 28" Wire Flag	29.046271	-81.32439	141' @ 250 deg. From A-9
A-11	Pink 28" Wire Flag	29.046069	-81.324462	54' @ 165 deg. From A-10
A-12	Pink 28" Wire Flag	29.045922	-81.324404	51' @ 194 deg. From A-11
Wetland Soil Pit	Blue/White Flagging	29.045799	-81.324305	in Sabal brush near lake edge
Upland Soil Pit	Blue/White Flagging	29.045639	-81.324212	about 100' @ 160 deg. From WL pit

EXHIBIT "A" TITLE LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE SW 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, THENCE N 01 DEGREES 41'25" W ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 661.77 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 5 AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE N 89 DEGREES 15' 51" E ALONG SAID SOUTH LINE A DISTANCE OF 50.01 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 15-A AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79160-2511; THENCE N 01 DEGREES 41' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 253.71 FEET; THENCE N 06 DEGREES 50'26" E CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 14.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 06 DEGREES 50' 26" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 187.59 FEET; THENCE N 01 DEGREES 41' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 154.51 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF "THE CASCADES-UNIT 1", A SUBDIVISION RECORDED IN MAP BOOK 41, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 88 DEGREES 18' 35" E ALONG SAID BOUNDARY A DISTANCE OF 298.18 FEET; THENCE N 29 DEGREES 48' 35" E ALONG SAID BOUNDARY A DISTANCE OF 170.36 FEET; THENCE S 60 DEGREES 11' 25" E ALONG SAID BOUNDARY A DISTANCE OF 170.00 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTH HAVING A RADIUS OF 215.00 FEET, A DELTA ANGEL OF 65 DEGREES 00' 00" A CHORD BEARING OF N 87 DEGREES 18' 35" E AND A CHORD LENGTH OF 231.04 FEET; THENCE RUN ALONG SAID CURVE AND AFORESAID SOUTHERLY BOUNDARY FOR AN ARC DISTANCE OF 243.91 FEET; THENCE S 35 DEGREES 11' 25" E ALONG SAID BOUNDARY A DISTANCE OF 30.84 FEET; THENCE N 88 DEGREES 18' 35" E ALONG SAID BOUNDARY A DISTANCE OF 466.30 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 5; THENCE S 01 DEGREES 39' 44" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 AND ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 664.23 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4; THENCE S 89 DEGREES 15' 51" W ALONG SAID SOUTH LINE A DISTANCE OF 505.56 FEET; THENCE N 01 DEGREES 41' 25" W A DISTANCE OF 281.04 FEET; THENCE S 88 DEGREES 18' 35" W A DISTANCE OF 768.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, RUN THENCE N 01 DEGREES 41' 25" W ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 661.77 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 5, AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE N 89 DEGREES 15' 51" E ALONG SAID SOUTH LINE A DISTANCE OF 820.77 FEET TO THE POINT OF BEGINNING, RUN THENCE N 01 DEGREES 41' 25" W A DISTANCE OF 281.04 FEET; RUN THENCE S 88 DEGREES 18' 35" W A DISTANCE OF 37.00 FEET; RUN THENCE N 01 DEGREES 41' 25" W A DISTANCE OF 373.07 FEET TO A POINT ON A CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF CLEAR LAKE DRIVE AS SHOWN ON THE PLAT OF "THE CASCADES-UNIT 1", A SUBDIVISION ACCORDING TO A MAP IN MAP BOOK 41, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 215.00 FEET, A DELTA OF 17 DEGREES 31' 31" AND A CHORD BEARING AND DISTANCE OF N 63 DEGREES 34' 20" E AND 65.51 FEET, RUN THENCE NORTHEASTERLY ALONG SAID CURVE AND ROAD RIGHT-OF-WAY AN ARC DISTANCE OF 65.76 FEET; RUN THENCE S 35 DEGREES 11' 25" E AND ALONG THE SOUTHERLY BOUNDARY OF SAID "THE CASCADES-UNIT 1" A DISTANCE OF 30.84 FEET; RUN THENCE N 88 DEGREES 18' 35" E AND CONTINUING ALONG SAID BOUNDARY A DISTANCE OF 466.30 FEET TO THE SOUTHEAST CORNER OF SAID "THE CASCADES-UNIT 1", BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE S 01 DEGREES 39' 44" E ALONG THIS EAST LINE A DISTANCE OF 664.23 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE S 89 DEGREES 15' 51" W ALONG THIS SOUTH LINE A DISTANCE OF 505.56 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, RUN THENCE NORTH 01° 41' 25" WEST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 661.77 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 5, AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE NORTH 89° 15' 51" EAST ALONG SAID SOUTH LINE A DISTANCE OF 820.77 FEET TO THE POINT OF BEGINNING, RUN THENCE NORTH 01° 41' 25" WEST A DISTANCE OF 281.04 FEET; RUN THENCE SOUTH 88° 18' 35" WEST A DISTANCE OF 37.00 FEET; RUN THENCE NORTH 01° 41' 25" WEST A DISTANCE OF 373.07 FEET TO A POINT ON A CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF CLEAR LAKE DRIVE AS SHOWN ON THE PLAT OF "THE CASCADES-UNIT 1", A SUBDIVISION ACCORDING TO A MAP IN MAP BOOK 41, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 215.00 FEET, A DELTA OF 17° 31' 31" AND A CHORD BEARING AND DISTANCE OF NORTH 63° 34' 20" EAST AND 65.51 FEET, RUN THENCE NORTHEASTERLY ALONG SAID CURVE AND ROAD RIGHT-OF-WAY AN ARC DISTANCE OF 65.76 FEET; RUN THENCE SOUTH 35° 11' 25" EAST AND ALONG THE SOUTHERLY BOUNDARY OF SAID "THE CASCADES-UNIT 1" A DISTANCE OF 30.84 FEET; RUN THENCE NORTH 88° 18' 35" EAST AND CONTINUING ALONG SAID BOUNDARY A DISTANCE OF 466.30 FEET TO THE SOUTHEAST CORNER OF SAID "THE CASCADES-UNIT 1", BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE SOUTH 01° 39' 44" EAST ALONG THIS EAST LINE A DISTANCE OF 664.23 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; RUN THENCE SOUTH 89° 15' 51" WEST ALONG THIS SOUTH LINE A DISTANCE OF 505.56 FEET TO THE POINT OF BEGINNING.

SURVEY NOTES

1. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS WRITTEN CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY.
2. THE PROPERTY SHOWN AND DESCRIBED HEREIN HAS AN AREA OF 616,909 SQUARE FEET OR 14.162 ACRES, MORE OR LESS.
3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), DERIVING A BEARING OF N01°33'01"W ALONG THE WEST LINE SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST.
4. NORTH ARROW, BEARINGS, AND HORIZONTAL ACCURACY ESTABLISHED BY GLOBAL NAVIGATION SATELLITE SYSTEM RTK OBSERVATIONS USING A FLORIDA PERMANENT REFERENCE NETWORK SINGLE BASE LINE SOLUTION, COMBINED WITH A TRIMBLE VRS NOW REAL TIME NETWORK SOLUTION, AND AVERAGED FOR REDUNDANCY.
5. WATER MAIN, STORM SEWER, SANITARY SEWER AND FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED.
6. NO BUILDINGS OR PARKING SPACES OBSERVED.
7. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION NOR WAS ANY EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
8. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS ON THE SUBJECT PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. THE PROPERTY HAS ACCESS VIA NORTH SPRING GARDEN AVENUE, WHICH IS A PUBLIC RIGHT-OF-WAY. THE NEAREST INTERSECTION STREET IS CLEAR LAKE DRIVE, APPROXIMATELY 230 FEET NORTH EAST OF THE SUBJECT PROPERTY.
10. EQUIPMENT USED FOR MEASUREMENT:
    ANGULAR: TRIMBLE R12/S5 ROBOTIC TOTAL STATION
    LINEAR: TRIMBLE R12/S5 ROBOTIC TOTAL STATION
    GPS: TRIMBLE R12 GPS RECIEVER
11. STATE, COUNTY, & LOCAL BUFFERS AND SETBACKS MIGHT EXIST ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

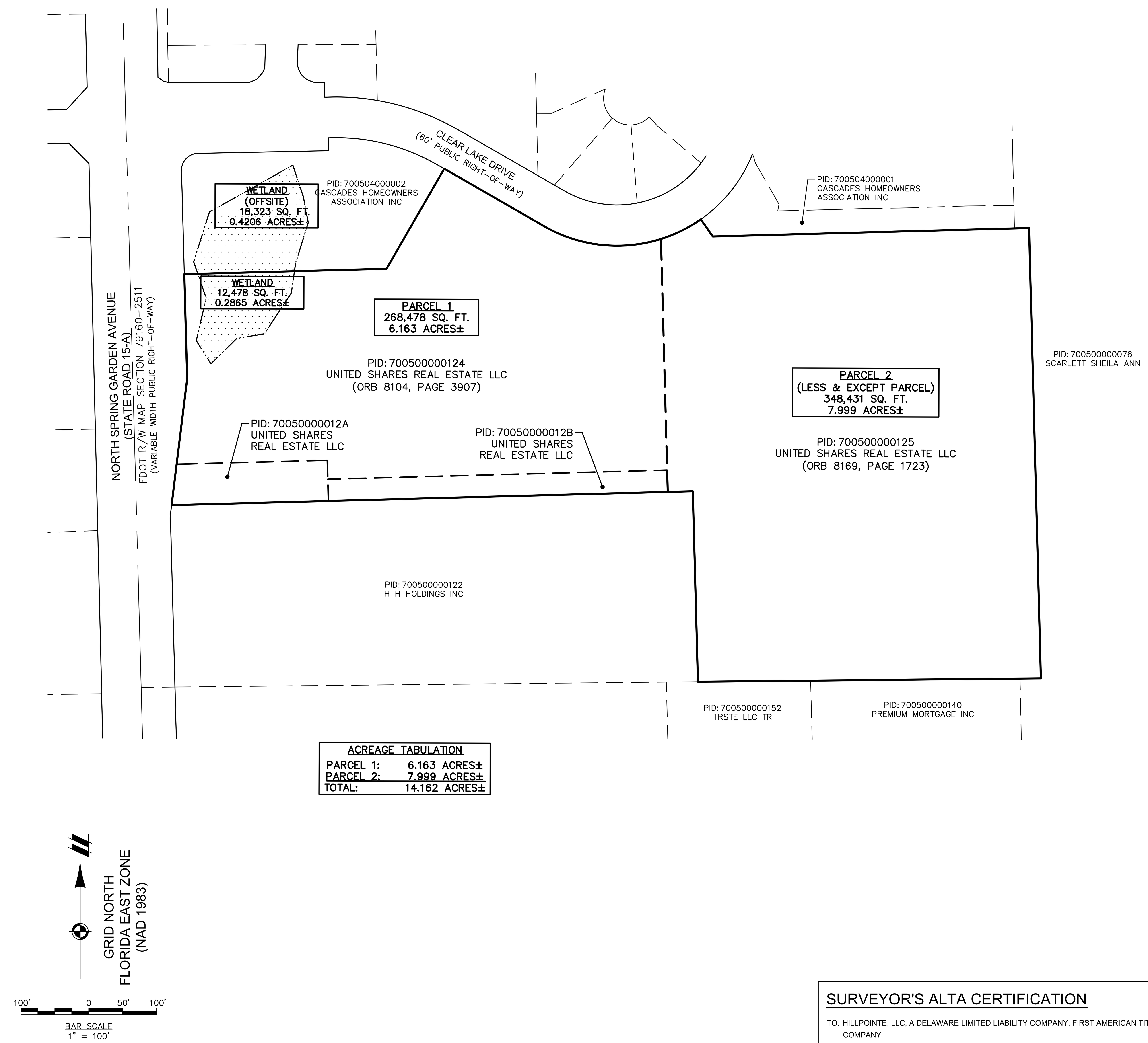
FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12127C0465H, WHICH BEARS AN EFFECTIVE DATE OF 2/19/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONING

THE SUBJECT PROPERTY IS ZONED "PD" (PLANNED DEVELOPMENT) PER VOLUSIA COUNTY, FLORIDA OFFICE OF PLANNING AND ZONING.

NOTE: ZONING REPORT NOT PROVIDED TO SURVEYOR AT THE TIME OF SURVEY



DATUMS

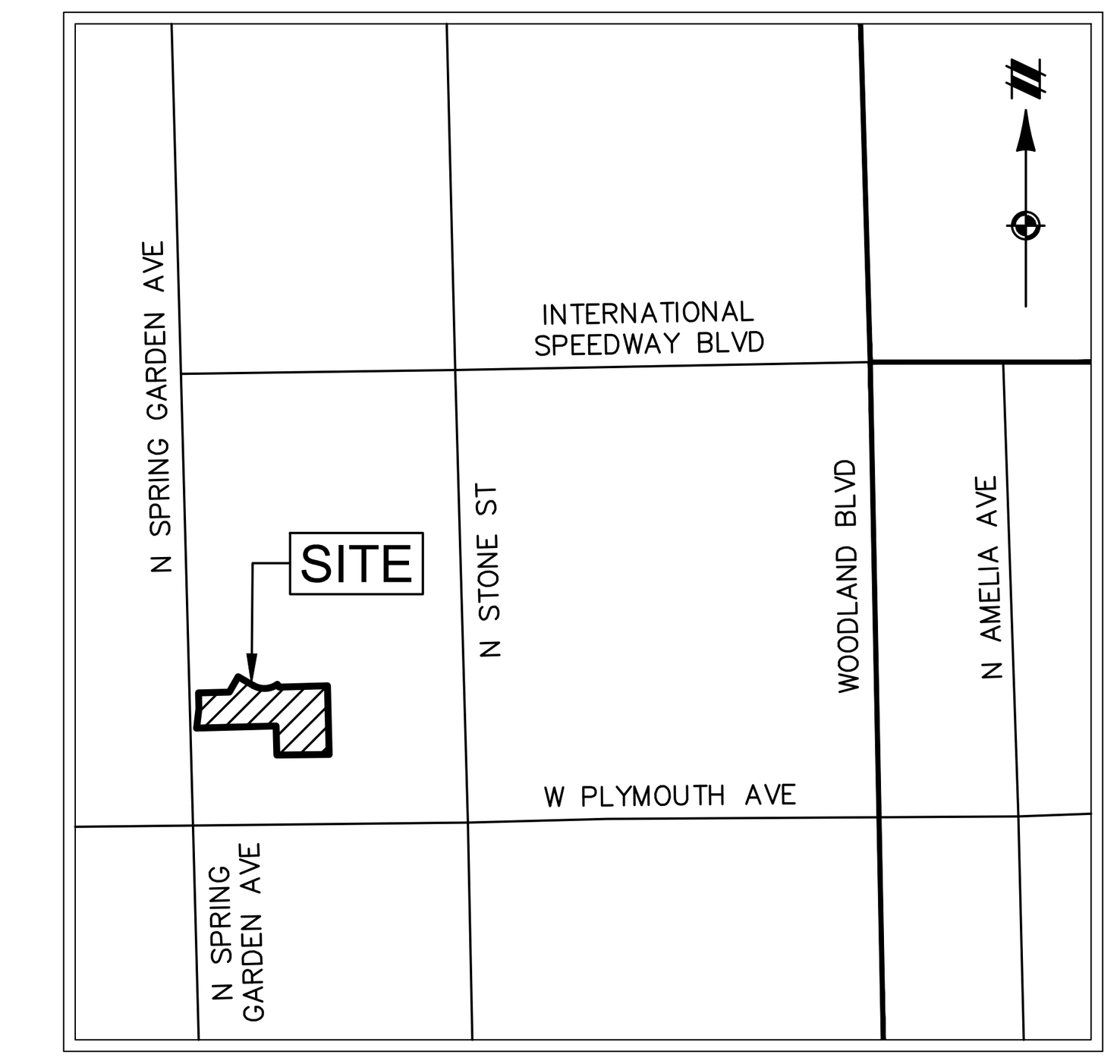
HORIZONTAL: GRID NORTH, NAD83, FLORIDA STATE PLANES, EAST ZONE (NORTH AMERICAN DATUM OF 1983) (2011) US SURVEY FOOT, VOLUSIA COUNTY, FLORIDA

VERTICAL: NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988)

GEOID: GEOID18 (CONUS)

SURVEY REFERENCES

1. PLAT ENTITLED "THE CASCADES-UNIT 1", DATED JUNE 23, 1987, PREPARED BY FERARRA SURVEYING, RECORDED IN PLAT BOOK 41, PAGE 166 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. WARRANTY DEED DATED AUGUST 20, 2021, RECORDED IN OFFICIAL RECORDS BOOK 8104, PAGE 3907 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



VICINITY MAP

NOT TO SCALE

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 2037-5766540, EFFECTIVE DATE: NOVEMBER 12, 2021
SCHEDULE B SECTION II - EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
9. COVENANT TO SUPPORT ANNEXATION AS SET FORTH IN INSTRUMENT RECORDED APRIL 3, 1987 IN BOOK 2960, PAGE 1550. (AS TO PARCELS 1 AND 2)
   - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
10. ORDINANCE NO. 87-22 AS SET FORTH IN INSTRUMENT RECORDED JUNE 22, 1987 IN BOOK 2997, PAGE 970 AND AMENDED IN ORDINANCE NO. 97-36 RECORDED AUGUST 28, 1997 IN BOOK 4230, PAGE 698. (AS TO PARCELS 1 AND 2)
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
11. UTILITY EASEMENT IN FAVOR OF THE CITY OF DELAND, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED AUGUST 4, 1988 IN BOOK 3175, PAGE 1781. (AS TO PARCEL 1)
    - AFFECTS PROPERTY, AS SHOWN ON SURVEY
12. DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED NOVEMBER 6, 1991 IN BOOK 3707, PAGE 1390, AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED JANUARY 14, 1994 IN BOOK 3890, PAGE 4732. (AS TO PARCEL 1)
    - AFFECTS PROPERTY, AS SHOWN ON SURVEY
13. THE CASCADES PLANNED DEVELOPMENT NARRATIVE RECORDED APRIL 27, 1998 IN BOOK 4299, PAGE 2286. (AS TO PARCELS 1 AND 2)
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
14. MORTGAGE RECORDED DECEMBER 9, 2019 IN BOOK 7784, PAGE 2104, TOGETHER WITH ASSIGNMENT OF RENT, INCOME AND RECEIPTS RECORDED IN BOOK 7784, PAGE 2114 WHICH APPEARS OF RECORD TO BE CURRENTLY HELD BY JANET TRAN AND THE EFFECT OF A DOCUMENT PURPORTING TO BE A RELEASE THEREOF RECORDED IN BOOK 7902, PAGE 4057. NOTE: THE COMPANY WILL REQUIRE SATISFACTORY PROOF OF FULL PAYMENT OF THE DEBT SECURED BY THE SAID MORTGAGE PRIOR TO REMOVING THIS EXCEPTION OR INSURING THE CONTEMPLATED TRANSACTION. THIS EXCEPTION MAY BE REMOVED UPON SATISFACTION OF THE REQUIREMENT FOR VERIFICATION OF THE ABOVE-DESCRIBED RELEASE. (NOTE: SEE SCHEDULE B-I REQUIREMENT NUMBER 9.)
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
15. SUBJECT TO ANY AND ALL LIENS PROVIDED FOR BY SECTION 30-8(C)(1) OF THE CODE OF ORDINANCES OF THE CITY
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
16. ANY LIEN AS PROVIDED FOR BY CHAPTER 159 OR 170, SIMILAR FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE, OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER, GAS SYSTEMS SUPPLYING THE LANDS DESCRIBED HEREIN.
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
17. THIS POLICY DOES NOT INSURE TITLE TO ANY PART OF THE LAND LYING BELOW THE ORDINARY HIGH-WATER MARK OF ANY ABUTTING BODY OF WATER. (AS TO PARCEL 1)
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
18. RIPARIAN AND/OR LITTORAL RIGHTS ARE NOT INSURED. (AS TO PARCEL 1)
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)
19. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
    - AFFECTS PROPERTY, NOT SHOWN ON SURVEY (BLANKET IN NATURE)

SURVEYOR'S ALTA CERTIFICATION

TO: HILLPOINTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A)(B), 7(A)(B), 8, 9, 11(A), 13, 14, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 05, 2022.

DATE OF MAP OR PLAT: APRIL 12, 2022.

FOR REVIEW

CLYDE R. ELDREDGE — DATE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER #7076

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, 5J-17, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR REVIEW

CLYDE R. ELDREDGE — DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #7076
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell-group.com
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA
770.423.0807
FLORIDA SURVEY COA# LB7832

LOCATED IN SECTION 5,
TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND
VOLUSIA COUNTY, FLORIDA

CLIENT: HILLPOINTE, LLC

ALTA/NSPS LAND TITLE AND BOUNDARY SURVEY
NORTH STATE ROUTE 15A.
DELAND, FL

DATE: 04/15/2022

REVISIONS

DWG.	STH	CH.	KMK
P.M.	CRE		
CODE	AS		
JOB	22001649		
SHEET NO.	1 OF 2		

NORTH SPRING GARDEN AVENUE
(STATE ROAD 15-A)
FDOT R/W MAP SECTION 79160-2511
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
FOUND NAIL AND DISK (CCR 098391)

N01°33'01"W 661.82'(M)
N01°41'25"W 661.77'(R)

WEST LINE OF SECTION 5 (BEARING BASIS)

N89°25'15"E 49.89'(M)
N89°15'51"E 50.01'(R)

SOUTH LINE OF THE NORTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 5

N01°31'58"W 253.71'(M)
N01°41'25"W 253.71'(R)

EAST R/W LINE OF N SPRING GARDEN AVE (STATE ROAD 15-A)

FOUND NAIL FDOT R/W

POINT OF BEGINNING (PARCEL 1)
1/2" IRCF 3282 BLACKWELL

N06°59'53"E 14.65'(M)
N06°50'26"E 14.65'(R)

5/8" IRF NO ID 1.4' W

1/2" IRCF 3282 BLACKWELL

5/8" IRCF NO ID 4.7' W

N06°59'53"E 187.59'(M)
N06°50'26"E 187.59'(R)

60.83'

126.76'

N01°31'58"W 154.51'(M)
N01°41'25"W 154.51'(R)

5/8" IRCF NO ID

1/2" IRCF 3282 BLACKWELL

UTILITY EASEMENT (ORB 3175, PAGE 1781)

11

231.21'

S88°29'53"W 222.15'

UPLAND SOIL PIT

WETLAND SOIL PIT

WETLAND
12,478 SQ. FT.
0.2865 ACRES±

WETLAND (OFFSITE)
18,323 SQ. FT.
0.4206 ACRES±

SOUTH LINE OF THE CASCADES-UNIT 1 (PB 41, PAGE 166)

PID: 700504000002
CASCADES HOMEOWNERS ASSOCIATION INC

N88°28'02"E 298.18'(M)
N88°18'35"E 298.18'(R)

N29°58'02"E 170.36'(M)
N29°48'35"E 170.36'(R)

5/8" IRCF RLS 3566

1/2" IRCF 3282 BLACKWELL

STORM MH

STORM CB

PARCEL 1
268,478 SQ. FT.
6.163 ACRES±

PID: 700500000124
UNITED SHARES REAL ESTATE LLC
(ORB 8104, PAGE 3907)

S60°11'35"E 170.00'(M)
S60°11'25"E 170.00'(R)

(60' PUBLIC RIGHT-OF-WAY)
CLEAR LAKE DRIVE

L=178.15' R=215.00'
Δ=47°28'32" T=94.55'
CH=S83°46'13"E 173.10'

L=243.91'(M)(R)
R=215.00'(M)(R)
Δ=65°00'00"(M)(R)
CH=N87°28'02"E 231.04'(M)
CH=N87°18'35"E 231.04'(R)

1/2" IRF NO ID BENT

L=65.76'(M)(R)
R=215.00'(M)(R)
Δ=17°31'29"(M) Δ=17°31'31"(R)
CH=N63°34'46"E 65.50'(M)
CH=N63°34'20"E 65.51'(R)

5/8" IRCF NO ID

S35°01'58"E 30.84'(M)
S35°11'25"E 30.84'(R)

N88°28'02"E 466.30'(M)
N88°18'35"E 466.30'(R)

PID: 700504000001
CASCADES HOMEOWNERS ASSOCIATION INC

R/W

STORM MH

STORM CB

TEL MH

SIDEWALK

OHE

G

P

N01°34'19"W 60.04'

5/8" IRCF NO ID

PID: 700500000012A
UNITED SHARES REAL ESTATE LLC

PID: 700500000012B
UNITED SHARES REAL ESTATE LLC

S88°28'02"W 500.29'

S88°28'02"W 768.48'(M)
S88°18'35"W 768.48'(R)

500.27'

10' DISTRIBUTION EASEMENT (ORB 3707, PAGE 1390)

12

PID: 700500000122
H H HOLDINGS INC

N01°31'58"W 373.07'(M)
N01°41'25"W 373.07'(R)

1" IPF OPEN TOP 6.4' E

1/2" IRF NO ID 2.3' N

46.60'

N01°31'58"W 281.04'(M)
N01°41'25"W 281.04'(R)

S88°28'02"W 37.00'(M)
S88°18'35"W 37.00'(R)

1/2" IRCF 3282 BLACKWELL

POINT OF BEGINNING (PARCEL 2)
1/2" IRCF LB 3019

PID: 700500000152
TRSTE LLC TR

PID: 700500000140
PREMIUM MORTGAGE INC

724.16'
N89°25'18"E 820.65'(M)
N89°15'51"E 820.77'(R)

S89°25'18"W 505.56'(M)
S89°15'51"W 505.56'(R)

PARCEL 2
(LESS & EXCEPT PARCEL)
348,431 SQ. FT.
7.999 ACRES±

PID: 700500000125
UNITED SHARES REAL ESTATE LLC
(ORB 8169, PAGE 1723)

EAST LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 5

S01°30'17"E 664.23'(M)
S01°39'44"E 664.23'(R)

PID: 700500000076
SCARLETT SHEILA ANN

1/2" IRCF LB 3282

1/2" IRCF LB 3282

ACREAGE TABULATION	
PARCEL 1:	6.163 ACRES±
PARCEL 2:	7.999 ACRES±
TOTAL:	14.162 ACRES±

ABBREVIATIONS

CB	CATCH BASIN
CCR	CERTIFIED CORNER RECORD
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
IRCF	IRON ROD & CAP FOUND
IRF	IRON ROD FOUND
LB	LICENSED BUSINESS
(M)	MEASURED
MH	MANHOLE
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PID	PARCEL IDENTIFICATION NUMBER
(R)	RECORD
RLS	REGISTERED LAND SURVEYOR
RTK	REAL-TIME KINEMATIC
R/W	RIGHT-OF-WAY
SQ FT	SQUARE FEET
TEL	TELEPHONE
VRS	VIRTUAL REFERENCE STATION

LEGEND

- CALCULATED POINT, NO CORNER SET OR FOUND
- FOUND MONUMENT
- 5/8" IRON ROD & CAP SET, LB 7832
- SIGN
- UTILITY POLE
- GUY ANCHOR
- STORM CATCH BASIN
- STORM MANHOLE
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- TITLE EXCEPTION NUMBER
- SUBJECT BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- R/W — RIGHT OF WAY LINE
- SECTION LINE
- EASEMENT LINE
- OHE — OVERHEAD UTILITY
- G — UNDERGROUND GAS

BAR SCALE 1" = 50'
50' 0 50'

GRID NORTH
FLORIDA EAST ZONE
(NAD 1983)

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NORTH STATE ROUTE 15A.
DELAND, FL

LOCATED IN SECTION 5,
TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND
VOLUSIA COUNTY, FLORIDA

DATE 04/15/2022

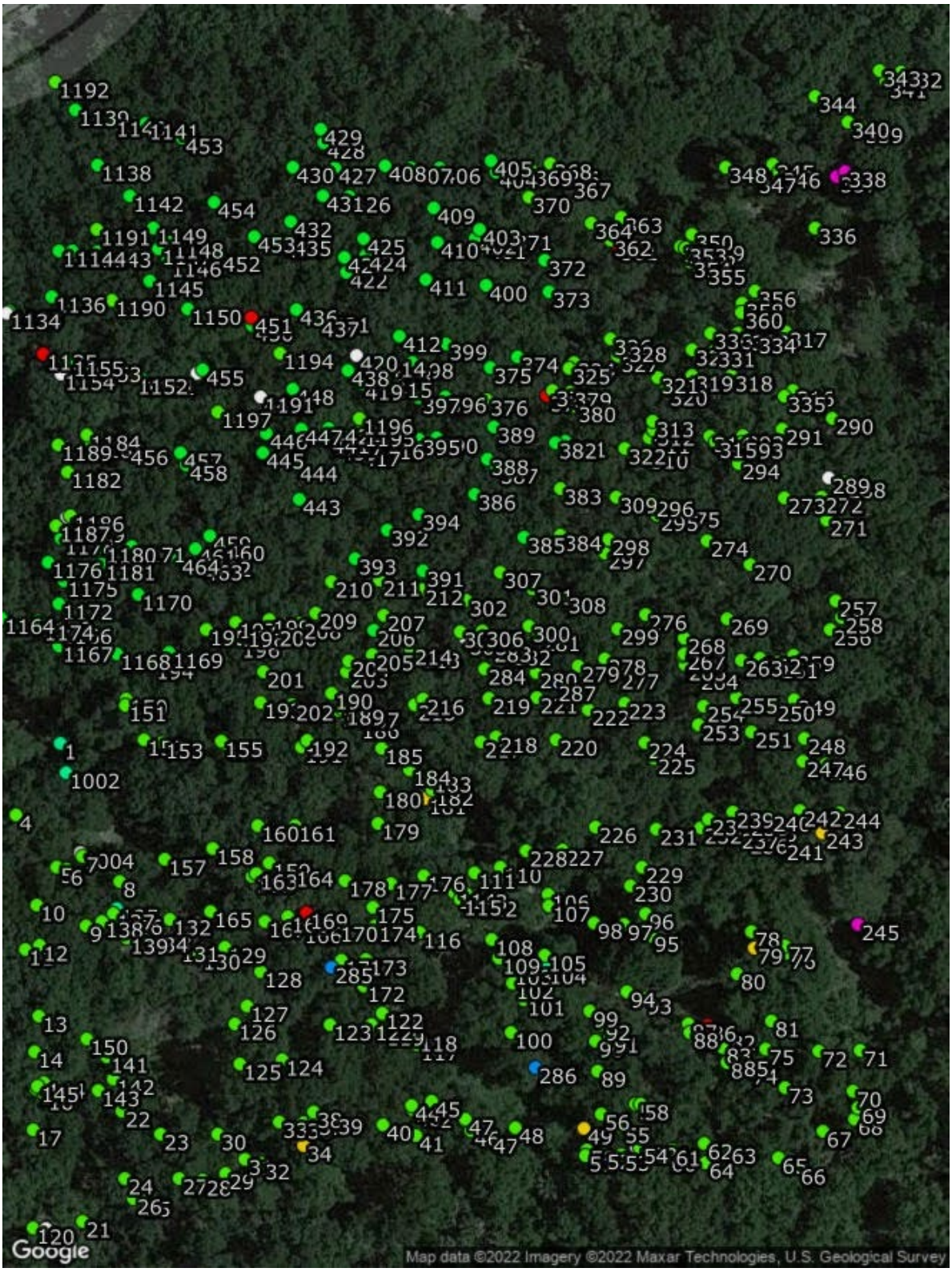
REVISIONS

DWG. STH | CH. KMK
P.M. CRE
CODE AS
JOB 22001649
SHEET NO. 2 OF 2

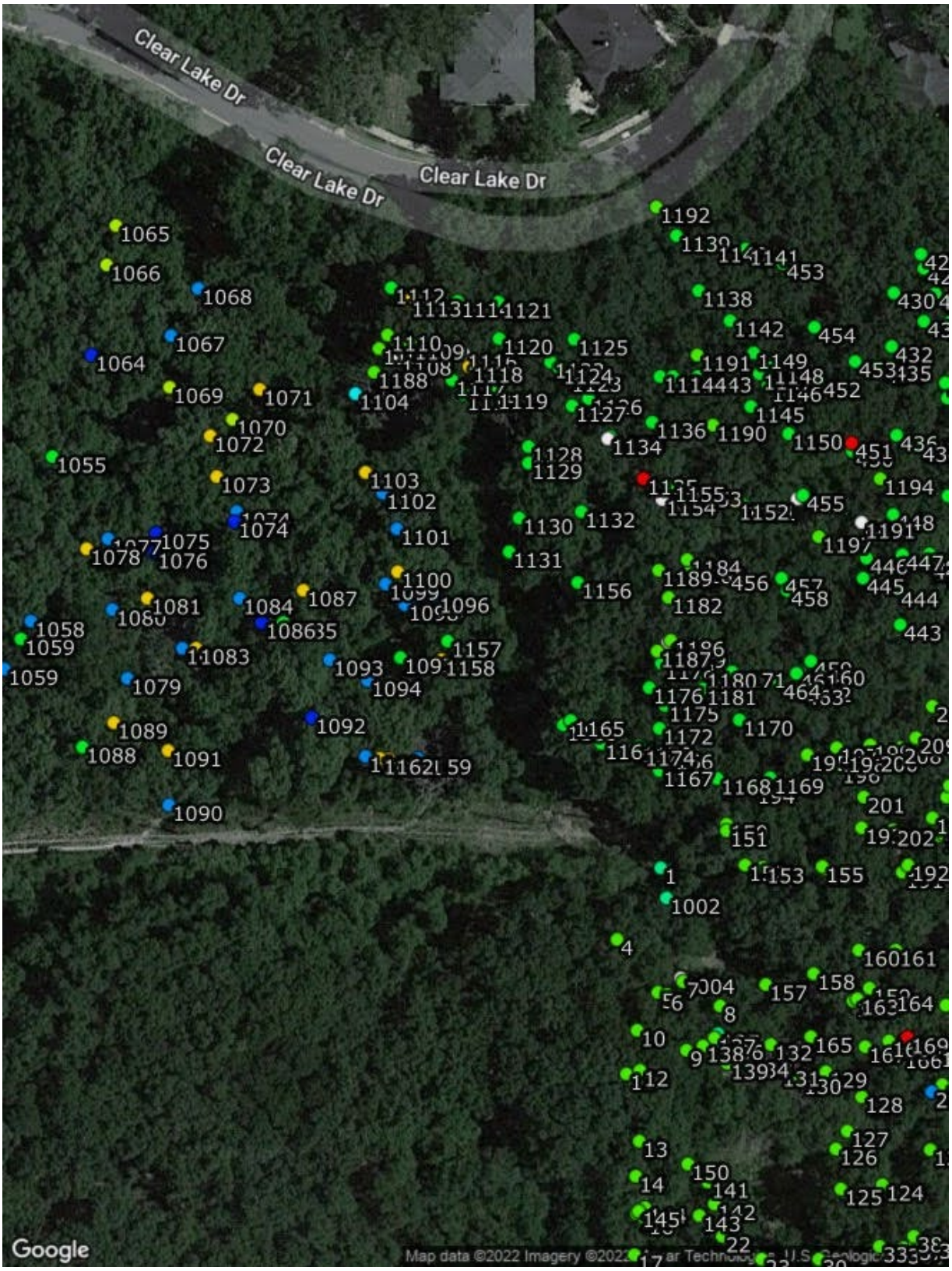
Northwest Quadrant Plotted Trees



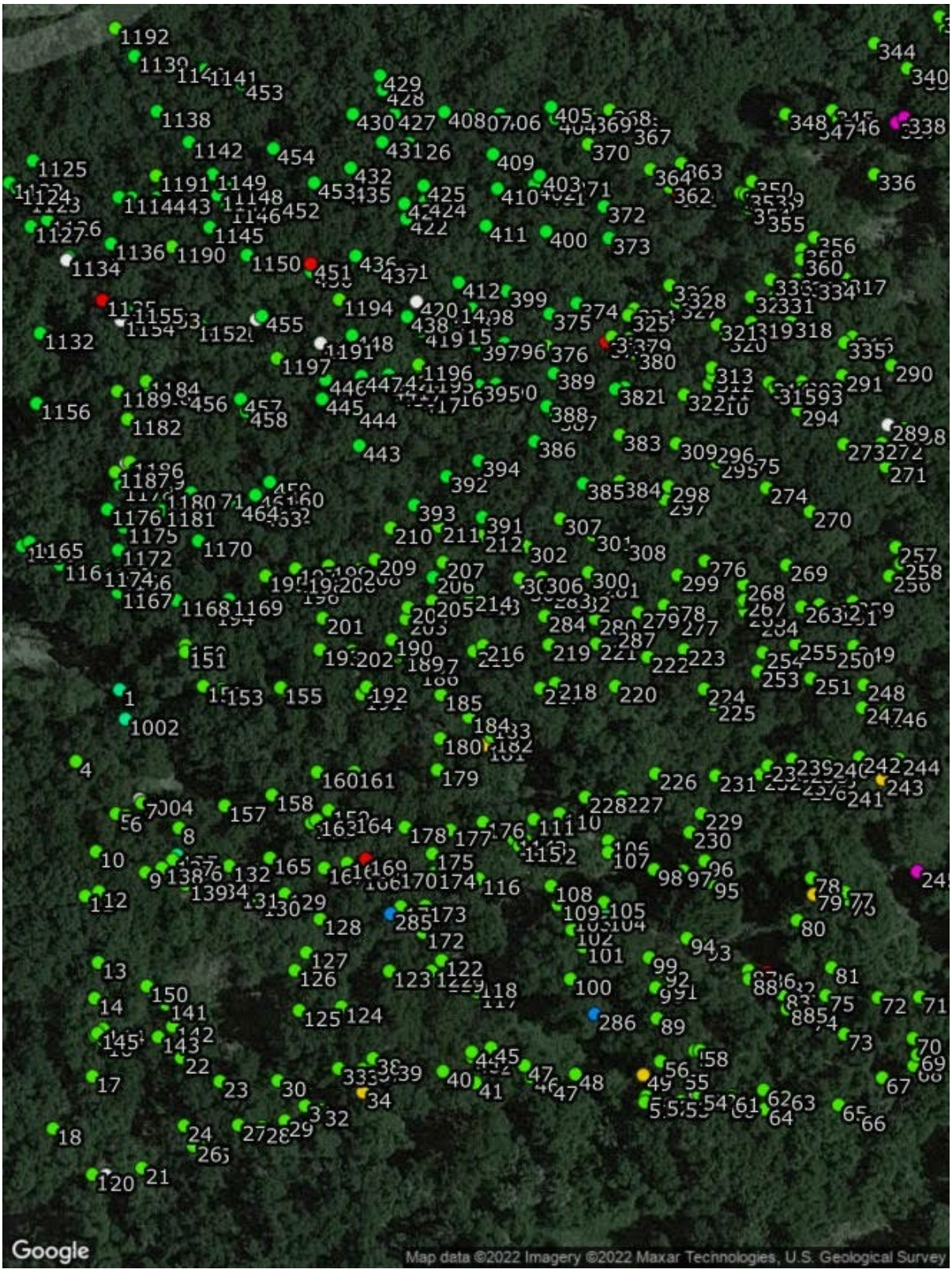
Northcentral Quadrant Plotted Trees



Northeastern Quadrant Plotted Trees



Southeastern Quadrant Plotted Trees



ATTACHMENT 5

Full Tree Survey Table

ENVIRONMENTAL SERVICES

14.57-acre property off N. Spring Garden Avenue, Volusia County, DeLand, Florida (RayEA Project FL2022-HP-14)

MAY 2022

Prepared for

Hillpointe, LLC

By

RayEA, LLC

COMPREHENSIVE TREE INVENTORY TABLE

	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
1	1	Live oak	Fair	11/10/9"	12-18in	Multiple Stems	11	10	9				Quercus	29.04514	-81.3222	Specimen
2	1	Tulip tree	Excellent	29	24-30in								Liriodendron	33.76164	-84.36129	Specimen
3	4	Laurel oak		14	12-18in									29.04502	-81.32229	
4	5	Laurel oak		11/12/10"	18-24in	Multiple Stems	11	13	10					29.04494	-81.32221	
5	6	Laurel oak		9	6-12in									29.04493	-81.32219	
6	7	Laurel oak		6	6-12in									29.04495	-81.32216	
7	8	Laurel oak		15/15/8/6	18-24in	Multiple Stems	15	15	8	6				29.04491	-81.32209	
8	9	Laurel oak		16	12-18in									29.04484	-81.32216	
9	10	Laurel oak		10	6-12in									29.04487	-81.32225	
10	11	Laurel oak		21	18-24in									29.0448	-81.32227	
11	12	Laurel oak		10/16"	18-24in	Multiple Stems	10	16						29.04481	-81.32224	
12	13	Laurel oak		16/16	18-24in	Multiple Stems	16	16						29.04469	-81.32224	
13	14	Laurel oak	Poor	22/21/12	>30in	Multiple Stems	22	21	12					29.04463	-81.32225	
14	15	Laurel oak		13	12-18in									29.04457	-81.32225	
15	16	Laurel oak		14	12-18in									29.04457	-81.32223	
16	17	Laurel oak		17	12-18in									29.04451	-81.32225	
17	18	Laurel oak		8/17"	18-24in	Multiple Stems	8	17						29.04442	-81.32233	
18	19	Laurel oak		11	6-12in									29.04435	-81.32225	
19	20	Laurel oak		31	>30in									29.04434	-81.32223	
20	21	Laurel oak		16	12-18in									29.04436	-81.32216	
21	22	Laurel oak	Poor	25	>30in	Multiple Stems	25	25						29.04454	-81.32209	
22	23	Laurel oak	Poor	25/25	18-24in	Multiple Stems	11	19						29.0445	-81.32202	
23	24	Laurel oak		6	6-12in									29.04443	-81.32208	
24	25	Laurel oak		6	6-12in									29.04439	-81.32205	
25	26	Laurel oak		9	6-12in									29.04439	-81.32207	
26	27	Laurel oak		6	6-12in									29.04443	-81.32198	
27	28	Laurel oak		8	6-12in									29.04442	-81.32194	
28	29	Laurel oak		6	6-12in									29.04443	-81.32189	
29	30	Laurel oak	Poor	9-Oct	12-18in	Multiple Stems	10	9						29.0445	-81.32191	
30	31	Laurel oak		7	6-12in									29.04446	-81.32186	
31	32	Laurel oak		8	6-12in									29.04445	-81.32183	
32	33	Laurel oak		6	6-12in									29.04452	-81.32179	
33	34	Carolina laurelcherry		6	6-12in								Prunus	29.04448	-81.32175	
34	35	Laurel oak		12	12-18in									29.04452	-81.32175	
35	36	Laurel oak		11	6-12in									29.04452	-81.32175	
36	37	Laurel oak		6	6-12in									29.04452	-81.32173	
37	38	Laurel oak		12	12-18in									29.04454	-81.32173	
38	39	Laurel oak		8	6-12in									29.04453	-81.32169	
39	40	Laurel oak		22	18-24in									29.04451	-81.3216	
40	41	Laurel oak		8	6-12in									29.0445	-81.32154	
41	42	Laurel oak		7	6-12in									29.04454	-81.32152	
42	43	Laurel oak		8	6-12in									29.04454	-81.32154	
43	44	Laurel oak		7	6-12in									29.04455	-81.32154	
44	45	Laurel oak		18	18-24in									29.04455	-81.32151	
45	46	Laurel oak		25	24-30in									29.0445	-81.32143	
46	47	Laurel oak		6	6-12in									29.04449	-81.3214	
47	47	Laurel oak		6	6-12in									29.04452	-81.32144	
48	48	Laurel oak		6	6-12in									29.04451	-81.32135	
49	49	Carolina laurelcherry		10	6-12in								Prunus	29.04451	-81.32122	
50	50	Laurel oak		7	6-12in									29.04447	-81.32122	
51	51	Laurel oak		10	6-12in									29.04446	-81.32122	
52	52	Laurel oak		13	12-18in									29.04447	-81.32119	
53	53	Laurel oak	Poor	15/15	18-24in	Multiple Stems	15	15						29.04446	-81.32115	
54	54	Laurel oak		15	12-18in									29.04448	-81.32112	
55	55	Laurel oak		6	6-12in									29.04451	-81.32115	
56	56	Laurel oak	Poor	7	6-12in									29.04453	-81.32119	
57	57	Laurel oak		11	6-12in									29.04455	-81.32112	
58	58	Laurel oak		6	6-12in									29.04455	-81.32112	
59	60	Laurel oak		9	6-12in									29.04446	-81.32106	
60	61	Laurel oak		20	18-24in									29.04447	-81.32106	
61	62	Laurel oak		10	6-12in									29.04448	-81.321	
62	63	Laurel oak		13	12-18in									29.04448	-81.32095	
63	64	Laurel oak		12	12-18in									29.04445	-81.32099	
64	65	Laurel oak	Poor	25	24-30in									29.04446	-81.32086	
65	66	Laurel oak		30	>30in									29.04444	-81.32082	
66	67	Laurel oak	Poor	12	12-18in									29.0445	-81.32077	
67	68	Laurel oak		14	12-18in									29.04452	-81.32071	
68	69	Laurel oak		10	6-12in									29.04454	-81.32071	
69	70	Laurel oak		9	6-12in									29.04457	-81.32072	
70	71	Laurel oak		13/6	12-18in	Multiple Stems	13	6						29.04464	-81.3207	
71	72	Laurel oak		26	24-30in									29.04463	-81.32078	
72	73	Laurel oak		12	12-18in									29.04458	-81.32085	
73	74	Laurel oak		9	6-12in									29.04461	-81.32091	
74	75	Laurel oak	Poor	14/8	12-18in	Multiple Stems	14	8						29.04464	-81.32088	
75	76	Laurel oak		17	12-18in									29.0448	-81.32084	
76	77	Laurel oak	Poor	26	24-30in									29.04481	-81.32084	
77	78	Laurel oak		30	>30in									29.04483	-81.32091	
78	79	Carolina laurelcherry		7	6-12in								Prunus	29.0448	-81.3209	
79	80	Laurel oak		7	6-12in									29.04476	-81.32093	
80	81	Laurel oak		6	6-12in									29.04468	-81.32087	
81	82	Laurel oak		16	12-18in									29.04466	-81.32095	
82	83	Laurel oak		12	12-18in									29.04464	-81.32096	
83	84	Laurel oak		6	6-12in									29.04462	-81.32095	
84	85	Laurel oak		8	6-12in									29.04462	-81.32093	
85	86	Black cherry		11/9"	12-18in	Multiple Stems	11	9					Prunus	29.04468	-81.32099	
86	87	Laurel oak		9	6-12in									29.04468	-81.32103	
87	88	Laurel oak		11	6-12in									29.04467	-81.32102	
88	89	Laurel oak		6	6-12in									29.0446	-81.3212	
89	90	Laurel oak	Poor	12	12-18in									29.04465	-81.3212	

COMPREHENSIVE TREE INVENTORY TABLE

	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
90	91	Laurel oak		15	12-18in									29.04466	-81.32117	
91	92	Laurel oak		6	6-12in									29.04468	-81.32119	
92	93	Laurel oak		8	6-12in									29.04472	-81.32111	
93	94	Laurel oak		20	18-24in									29.04473	-81.32114	
94	95	Laurel oak		9	6-12in									29.04482	-81.3211	
95	96	Laurel oak		17	12-18in									29.04486	-81.32111	
96	97	Laurel oak		18	18-24in									29.04484	-81.32115	
97	98	Laurel oak		7	6-12in									29.04484	-81.3212	
98	99	Laurel oak		10	6-12in									29.0447	-81.32121	
99	100	Laurel oak		10	6-12in									29.04467	-81.32136	
100	101	Laurel oak		12	12-18in									29.04472	-81.32133	
101	102	Laurel oak		15	12-18in									29.04475	-81.32136	
102	103	Laurel oak		6/6"	6-12in	Multiple Stems	6	6						29.04477	-81.32136	
103	104	Live oak	Good	10	6-12in								Quercus	29.04477	-81.32129	Specimen
104	105	Laurel oak		31	>30in									29.04479	-81.3213	
105	106	Laurel oak		9	6-12in									29.04489	-81.32129	
106	107	Laurel oak		10	6-12in									29.04487	-81.32129	
107	108	Laurel oak	Poor	16/12/10	18-24in	Multiple Stems	16	12	10					29.04482	-81.3214	
108	109	Laurel oak		17	12-18in									29.04479	-81.32138	
109	110	Laurel oak		12	12-18in									29.04494	-81.32138	
110	111	Laurel oak	Poor	30	>30in									29.04493	-81.32143	
111	112	Laurel oak		6	6-12in									29.04488	-81.32142	
112	113	Laurel oak		7	6-12in									29.04489	-81.32144	
113	114	Laurel oak		16	12-18in									29.04489	-81.32146	
114	115	Laurel oak		8/9"	12-18in	Multiple Stems	8	9						29.04488	-81.32145	
115	116	Laurel oak		7	6-12in									29.04483	-81.32153	
116	117	Laurel oak		6	6-12in									29.04464	-81.32153	
117	118	Laurel oak		7	6-12in									29.04466	-81.32154	
118	119	Laurel oak		9	6-12in									29.04467	-81.3216	
119	120	Laurel oak		10	6-12in									29.04469	-81.3216	
120	122	Laurel oak		9	6-12in									29.0447	-81.3216	
121	122	Laurel oak		19	18-24in									29.04468	-81.32162	
122	123	Laurel oak	Poor	15/14/14	24-30in	Multiple Stems	15	14	14					29.04468	-81.3217	
123	124	Laurel oak	Poor	20/19/12	>30in	Multiple Stems	20	19	12					29.04462	-81.32179	
124	125	Laurel oak		9	6-12in									29.04461	-81.32187	
125	126	Laurel oak		7/19"	18-24in	Multiple Stems	7	19						29.04468	-81.32188	
126	127	Laurel oak		7/7"	6-12in	Multiple Stems	7	7						29.04471	-81.32185	
127	128	Laurel oak		12	12-18in									29.04476	-81.32183	
128	129	Laurel oak		16	12-18in									29.04481	-81.32189	
129	130	Laurel oak		8	6-12in									29.04479	-81.32194	
130	131	Laurel oak		9	6-12in									29.04481	-81.32198	
131	132	Laurel oak		15	12-18in									29.04485	-81.322	
132	133	Live oak	Good	10	6-12in								Quercus	29.04482	-81.32203	Specimen
133	134	Live oak	Good	10	6-12in								Quercus	29.04482	-81.32204	Specimen
134	135	Live oak	Good	11	6-12in								Quercus	29.04487	-81.3221	Specimen
135	136	Live oak		8	6-12in								Quercus	29.04485	-81.32209	
136	137	Laurel oak		6	6-12in									29.04486	-81.3221	
137	138	Laurel oak		14	12-18in									29.04485	-81.32212	
138	139	Laurel oak		8	6-12in									29.04482	-81.32208	
139	141	Laurel oak		15	12-18in									29.04463	-81.32212	
140	142	Laurel oak		7	6-12in									29.04459	-81.3221	
141	143	Laurel oak		6	6-12in									29.04457	-81.32213	
142	144	Laurel oak		14	12-18in									29.04458	-81.32223	
143	145	Laurel oak		14	12-18in									29.04458	-81.32225	
144	150	Laurel oak		21	18-24in									29.04521	-81.32208	
145	150	Laurel oak		10	6-12in									29.04465	-81.32215	
146	151	Laurel oak		15	12-18in									29.0452	-81.32208	
147	152	Laurel oak		17	12-18in									29.04515	-81.32205	
148	153	Laurel oak		13	12-18in									29.04514	-81.32201	
149	154	Laurel oak	Poor	5/23/13/15/1	>30in	Multiple Stems	25	23	13	15	16			29.04514	-81.3219	
150	155	Laurel oak	Poor	12/15/12/14	>30in	Multiple Stems	10	12	15	12	14	16		29.04514	-81.3219	
151	157	Laurel oak		8	6-12in									29.04495	-81.32201	
152	158	Laurel oak		6	6-12in									29.04497	-81.32192	
153	159	Laurel oak		15/10	18-24in	Multiple Stems	15	10						29.04494	-81.32181	
154	160	Laurel oak		15	12-18in	Multiple Stems	12	9						29.045	-81.32183	
155	161	Laurel oak		12	12-18in									29.045	-81.32176	
156	162	Laurel oak		23.19	18-24in	Multiple Stems	12	13	9	12				29.04492	-81.32184	
157	163	Laurel oak		7	6-12in									29.04493	-81.32184	
158	164	Laurel oak		23/10	24-30in	Multiple Stems	23	10						29.04493	-81.32177	
159	165	Laurel oak		11	6-12in									29.04486	-81.32192	
160	166	Laurel oak	Poor	20	18-24in									29.04484	-81.32175	
161	167	Laurel oak		13	12-18in									29.04485	-81.32182	
162	168	Laurel oak		8	6-12in									29.04486	-81.32178	
163	169	Black cherry		8	6-12in								Prunus	29.04486	-81.32174	
164	170	Laurel oak		17	12-18in									29.04484	-81.32169	
165	171	Laurel oak		6	6-12in									29.04478	-81.32168	
166	172	Laurel oak		10	6-12in									29.04474	-81.32163	
167	173	Laurel oak		6	6-12in									29.04479	-81.32163	
168	174	Laurel oak		12	12-18in									29.04484	-81.32161	
169	175	Laurel oak		26	24-30in									29.04487	-81.32162	
170	176	Laurel oak		24	24-30in									29.04492	-81.32152	
171	177	Laurel oak	Poor	21.21	18-24in	Multiple Stems	16	7	8	9				29.04491	-81.32158	
172	178	Laurel oak	Poor	32.28	>30in	Multiple Stems	12	12	23	15				29.04491	-81.32167	
173	179	Laurel oak		14	12-18in									29.04501	-81.32161	
174	180	Laurel oak		11	6-12in									29.04506	-81.3216	
175	181	Carolina laurelcherry		7/6/8/4/6/7	12-18in	Multiple Stems	7	6	8	4	6	7	Prunus	29.04505	-81.32152	
176	182	Laurel oak		7	6-12in									29.04506	-81.32151	
177	183	Laurel oak		7	6-12in									29.04509	-81.32151	
178	184	Laurel oak		15.26	12-18in	Multiple Stems	8	13						29.0451	-81.32155	

COMPREHENSIVE TREE INVENTORY TABLE

	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
179	185	Laurel oak		9/9"	12-18in	Multiple Stems	9	9						29.04513	-81.3216	
180	186	Laurel oak		6	6-12in									29.04517	-81.32165	
181	187	Laurel oak		10	6-12in									29.04519	-81.32165	
182	188	Laurel oak		14	12-18in									29.04519	-81.32168	
183	189	Laurel oak		11	6-12in									29.0452	-81.32167	
184	190	Laurel oak		24	24-30in									29.04522	-81.32169	
185	191	Laurel oak		12	12-18in									29.04513	-81.32175	
186	192	Laurel oak		13	12-18in									29.04514	-81.32174	
187	193	Laurel oak		26	24-30in									29.04521	-81.32183	
188	194	Laurel oak		19/19	24-30in	Multiple Stems	19	19						29.04527	-81.32203	
189	195	Laurel oak		32	>30in									29.04533	-81.32193	
190	196	Laurel oak		15	12-18in									29.04531	-81.32187	
191	197	Laurel oak		19.85	18-24in	Multiple Stems	13	15						29.04534	-81.32187	
192	198	Laurel oak		12	12-18in									29.04532	-81.32186	
193	199	Laurel oak		27	24-30in									29.04534	-81.32181	
194	200	Laurel oak		9	6-12in									29.04532	-81.3218	
195	201	Laurel oak		7	6-12in									29.04526	-81.32182	
196	202	Laurel oak		7	6-12in									29.0452	-81.32177	
197	203	Laurel oak		13	12-18in									29.04526	-81.32167	
198	204	Laurel oak		13	12-18in									29.04527	-81.32166	
199	205	Laurel oak		9	6-12in									29.04528	-81.32162	
200	206	Laurel Oak		11	6-12in									29.04532	-81.32162	
201	207	Laurel oak		7	6-12in									29.04535	-81.3216	
202	208	Laurel oak		20	18-24in	Multiple Stems	12	16						29.04534	-81.32175	
203	209	Laurel oak		15.81	12-18in	Multiple Stems	9	13						29.04535	-81.32173	
204	210	Laurel oak		12	12-18in									29.0454	-81.3217	
205	211	Laurel oak		20	18-24in	Multiple Stems	12	16						29.04541	-81.32161	
206	212	Laurel oak		16.97	12-18in	Multiple Stems	12	12						29.04539	-81.32153	
207	213	Laurel oak		7	6-12in									29.04529	-81.32153	
208	214	Laurel oak		15	12-18in									29.04529	-81.32155	
209	215	Laurel oak		8	6-12in									29.0452	-81.32154	
210	216	Laurel oak		28	24-30in									29.04521	-81.32152	
211	217	Laurel oak		19	18-24in									29.04514	-81.32142	
212	218	Laurel oak		17	12-18in									29.04515	-81.32139	
213	219	Laurel oak		9	6-12in									29.04521	-81.3214	
214	220	Laurel oak		30/14/13/18/1	>30in	Multiple Stems	30	14	13	18	17			29.04514	-81.32127	
215	221	Laurel oak		15	12-18in									29.04521	-81.32131	
216	222	Laurel oak		9	6-12in									29.04519	-81.32121	
217	223	Laurel oak		14/14	18-24in	Multiple Stems	14	14						29.04521	-81.32115	
218	224	Laurel oak		14/7	12-18in	Multiple Stems	14	7						29.04514	-81.32111	
219	225	Laurel oak		11	6-12in									29.04511	-81.32109	
220	226	Laurel oak		15	12-18in									29.045	-81.3212	
221	227	Laurel oak		10	6-12in									29.04496	-81.32126	
222	228	Laurel oak		9	6-12in									29.04496	-81.32133	
223	229	Laurel oak		12	12-18in									29.04494	-81.32111	
224	230	Laurel oak		14	12-18in									29.04491	-81.32113	
225	231	Laurel oak		17/20	24-30in	Multiple Stems	17	20						29.045	-81.32109	
226	232	Laurel oak		12	12-18in									29.045	-81.321	
227	233	Laurel oak		12	12-18in									29.04501	-81.32099	
228	234	Laurel oak		13	12-18in									29.045	-81.32092	
229	235	Black cherry		13	12-18in								Prunus	29.045	-81.3209	
230	236	Laurel oak		7	6-12in									29.04498	-81.32092	
231	237	Laurel oak		7	6-12in									29.04499	-81.32093	
232	238	Laurel oak		11	6-12in									29.04501	-81.32092	
233	239	Laurel oak		14	12-18in									29.04503	-81.32094	
234	240	Laurel oak		6	6-12in									29.04502	-81.32087	
235	241	Laurel oak		13	12-18in									29.04497	-81.32085	
236	242	Laurel oak	Poor	14/9	12-18in	Multiple Stems	14	9						29.04503	-81.32082	
237	243	Carolina laurelcherry		3/3"	3-6in	Multiple Stems	3	3					Prunus	29.04499	-81.32077	
238	244	Laurel oak		6/3"	6-12in	Multiple Stems	6	3						29.04502	-81.32074	
239	245	Sand pine		13/10	12-18in	Multiple Stems	13	10					Pinus	29.04484	-81.32071	
240	246	Laurel oak		8	6-12in									29.0451	-81.32077	
241	247	Laurel oak		7	6-12in									29.04511	-81.32081	
242	248	Laurel oak	Poor	28/29	>30in	Multiple Stems	28	29						29.04515	-81.32081	
243	249	Laurel oak		7	6-12in									29.04521	-81.32083	
244	250	Laurel oak		8	6-12in									29.0452	-81.32087	
245	251	Laurel oak		7	6-12in									29.04516	-81.32091	
246	252	Laurel oak		8	6-12in									29.04517	-81.32101	
247	253	Laurel oak		9	6-12in									29.04517	-81.32101	
248	254	Laurel oak		6	6-12in									29.0452	-81.321	
249	255	Laurel oak		7	6-12in									29.04521	-81.32094	
250	256	Laurel oak		21/18	24-30in	Multiple Stems	21	18						29.04533	-81.32076	
251	257	Laurel oak		6	6-12in									29.04537	-81.32075	
252	258	Laurel oak		13-Dec	12-18in	Multiple Stems	12	13						29.04535	-81.32074	
253	259	Laurel oak		14	12-18in									29.04528	-81.32083	
254	260	Black cherry		9	6-12in								Prunus	29.04527	-81.32086	
255	261	Laurel oak		13	12-18in									29.04527	-81.32086	
256	262	Laurel oak		15	12-18in									29.04528	-81.32089	
257	263	Laurel oak	Poor	27	24-30in									29.04527	-81.32093	
258	264	Laurel oak		20/17/12	24-30in	Multiple Stems	20	17	12					29.04525	-81.32101	
259	265	Laurel oak		8	6-12in									29.04527	-81.32103	
260	266	Laurel oak		8	6-12in									29.04528	-81.32104	
261	267	Laurel oak		18	18-24in									29.04529	-81.32103	
262	268	Laurel oak		7/6"	6-12in	Multiple Stems	7	6						29.04531	-81.32103	
263	269	Laurel oak		11/12"	12-18in	Multiple Stems	11	12						29.04534	-81.32095	
264	270	Laurel oak		9/11/2011	12-18in	Multiple Stems	9	11	11					29.04543	-81.32091	
265	271	Laurel oak		9	6-12in									29.04551	-81.32077	
266	272	Laurel oak		8	6-12in									29.04554	-81.32078	
267	273	Laurel oak		29/12	>30in	Multiple Stems	29	12						29.04554	-81.32085	

COMPREHENSIVE TREE INVENTORY TABLE

	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
268	274	Laurel oak	Fair	29	24-30in									29.04547	-81.32099	
269	275	Laurel oak		12	12-18in									29.04552	-81.32104	
270	276	Laurel oak	Poor	26/24	>30in	Multiple Stems	26	24						29.04535	-81.32111	
271	277	Laurel oak		6	6-12in									29.04525	-81.32116	
272	278	Laurel oak		14/16	18-24in	Multiple Stems	14	16						29.04528	-81.32118	
273	279	Laurel oak		14/8	12-18in	Multiple Stems	14	8						29.04527	-81.32123	
274	280	Laurel oak		9	6-12in									29.04525	-81.32131	
275	281	Laurel oak		10	6-12in									29.04532	-81.32131	
276	282	Laurel oak		12	12-18in									29.04529	-81.32136	
277	283	Laurel oak		14	12-18in									29.0453	-81.3214	
278	284	Laurel oak	Poor	10/13/6"	12-18in	Multiple Stems	10	13	6					29.04526	-81.32141	
279	285	Sabal Palmetto		15	12-18in									29.04477	-81.3217	
280	286	Sabal Palmetto		21	18-24in									29.04461	-81.32131	
281	287	Sabal Palmetto		13	12-18in									29.04523	-81.32128	
282	288	Laurel oak		14/10	12-18in	Multiple Stems	14	10						29.04557	-81.32073	
283	289			14	12-18in									29.04557	-81.32076	
284	290	Laurel oak	Poor	8	6-12in									29.04567	-81.32076	
285	291	Laurel oak	Poor	14/21	24-30in	Multiple Stems	14	21						29.04565	-81.32085	
286	292	Laurel oak	Poor	11/18"	18-24in	Multiple Stems	11	18						29.04564	-81.32092	
287	293	Laurel oak		15	12-18in									29.04563	-81.32093	
288	294	Laurel oak		16	12-18in									29.0456	-81.32093	
289	295	Laurel oak		9	6-12in									29.04551	-81.32108	
290	296	Laurel oak	Poor	20/11/10/9	24-30in	Multiple Stems	20	11	10	9				29.04554	-81.32109	
291	297	Laurel oak	Poor	12	12-18in									29.04545	-81.32118	
292	298	Laurel oak	Poor	12/21"	24-30in	Multiple Stems	12	21						29.04547	-81.32118	
293	299	Laurel oak	Poor	10/12"	12-18in	Multiple Stems	10	12						29.04533	-81.32116	
294	300	Laurel oak	Poor	7/15"	12-18in	Multiple Stems	7	15						29.04533	-81.32133	
295	301	Laurel oak		20	18-24in									29.04539	-81.32132	
296	302	Laurel oak		14	12-18in									29.04537	-81.32144	
297	303	Laurel oak		13	12-18in									29.04531	-81.32144	
298	304	Laurel oak	Poor	8/7"	6-12in	Multiple Stems	8	7						29.04532	-81.32145	
299	305	Laurel oak		13	12-18in									29.04532	-81.32141	
300	306	Laurel oak		12	12-18in									29.04532	-81.32141	
301	307	Laurel oak	Poor	31/15	>30in	Multiple Stems	31	15						29.04542	-81.32138	
302	308	Laurel oak		18	18-24in									29.04538	-81.32126	
303	309	Laurel oak		13	12-18in									29.04554	-81.32116	
304	310	Laurel oak	Poor	11	6-12in									29.04562	-81.3211	
305	311	Laurel oak		13	12-18in									29.04564	-81.3211	
306	312	Laurel oak		9	6-12in									29.04565	-81.32109	
307	313	Laurel oak	Poor	13/9	12-18in	Multiple Stems	13	9						29.04567	-81.32109	
308	314	Laurel oak	Poor	15/13/13	18-24in	Multiple Stems	15	13	13					29.04564	-81.32099	
309	315	Laurel oak		13	12-18in									29.04563	-81.32097	
310	316	Laurel oak		27	24-30in									29.04572	-81.32083	
311	317	Laurel oak	Poor	8/13'	12-18in	Multiple Stems	8	13						29.04581	-81.32084	
312	318	Laurel oak	Poor	8/13'	12-18in	Multiple Stems	8	13						29.04574	-81.32095	
313	319	Laurel oak		7	6-12in									29.04574	-81.32102	
314	320	Laurel oak	Poor	10	6-12in									29.04572	-81.32107	
315	321	Laurel oak	Poor	6	6-12in									29.04574	-81.32108	
316	322	Laurel oak		13	12-18in									29.04562	-81.32115	
317	324	Laurel oak	Poor	15	12-18in									29.04576	-81.32124	
318	325	Laurel oak		6	6-12in									29.04575	-81.32125	
319	326	Laurel oak	Poor	18	18-24in									29.0458	-81.32117	
320	327	Laurel oak		9	6-12in									29.04577	-81.32116	
321	328	Laurel oak	Poor	8	6-12in									29.04579	-81.32114	
322	329	Laurel oak		9	6-12in									29.04578	-81.32102	
323	330	Laurel oak	Poor	9/13"	12-18in	Multiple Stems	9	13						29.04581	-81.32098	
324	331	Laurel oak		14	12-18in									29.04578	-81.32098	
325	332	Laurel oak	Poor	27	24-30in									29.04624	-81.32063	
326	332	Laurel oak		15	12-18in									29.04581	-81.32093	
327	333	Laurel oak	Poor	14	12-18in									29.04581	-81.32091	
328	334	Laurel oak	Poor	15	12-18in									29.0458	-81.3209	
329	335	Laurel oak		29	24-30in									29.04571	-81.32085	
330	336	Laurel oak	Poor	5/3"	3-6in	Multiple Stems	5	3						29.04598	-81.32079	
331	337	Sand pine		13	12-18in								Pinus	29.04607	-81.32075	
332	338	Sand pine		7	6-12in								Pinus	29.04608	-81.32073	
333	339	Laurel oak		9	6-12in									29.04615	-81.3207	
334	340	Laurel oak		8	6-12in									29.04616	-81.32073	
335	341	Laurel oak		30	>30in									29.04622	-81.32066	
336	343	Laurel oak	Fair	38	>30in									29.04624	-81.32067	
337	344	Laurel oak	Poor	9/3"	6-12in	Multiple Stems	9	3						29.0462	-81.32079	
338	345	Laurel oak		12	12-18in									29.04609	-81.32087	
339	346	Laurel oak		13	12-18in									29.04607	-81.32086	
340	347	Laurel oak		8	6-12in									29.04607	-81.3209	
341	348	Laurel oak		11	6-12in									29.04608	-81.32096	
342	349	Laurel oak		20	18-24in	Multiple Stems	16	12						29.04596	-81.321	
343	350	Laurel oak		6	6-12in									29.04597	-81.32102	
344	351	Laurel oak		6	6-12in									29.04595	-81.32104	
345	352	Laurel oak		14	12-18in									29.04594	-81.32101	
346	353	Laurel oak		9	6-12in									29.04595	-81.32103	
347	354	Laurel oak	Poor	11/9"	12-18in	Multiple Stems	11	9						29.04593	-81.32102	
348	355	Black cherry	Poor	6/6/5"	6-12in	Multiple Stems	6	6	5				Prunus	29.04592	-81.321	
349	356	Laurel oak		9	6-12in									29.04588	-81.3209	
350	357	Laurel oak	Poor	11	6-12in									29.04585	-81.32093	
351	358	Laurel oak		9/13"	12-18in	Multiple Stems	9	13						29.04586	-81.32093	
352	359	Laurel oak		7	6-12in									29.04584	-81.32092	
353	360	Laurel oak		6	6-12in									29.04584	-81.32093	
354	361	Black cherry		7	6-12in								Prunus	29.04596	-81.32116	
355	362	Laurel oak		12	12-18in									29.04596	-81.32117	
356	363	Laurel oak	Poor	13/6"	12-18in	Multiple Stems	13	6						29.046	-81.32115	

COMPREHENSIVE TREE INVENTORY TABLE

	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
357	364	Laurel oak		6	6-12in									29.04599	-81.32121	
358	366	Laurel oak	Poor	17/19"	24-30in	Multiple Stems	17	19						29.04608	-81.32127	
359	367	Laurel oak		10	6-12in									29.04606	-81.32125	
360	368	Laurel oak		13	12-18in									29.04609	-81.32129	
361	369	Laurel oak		29	24-30in									29.04608	-81.32132	
362	370	Laurel oak	Poor	11	6-12in									29.04603	-81.32133	
363	371	Laurel oak	Poor	16/22"	24-30in	Multiple Stems	16	22						29.04597	-81.32136	
364	372	Laurel Oak	Poor	12/29"	>30in	Multiple Stems	12	29						29.04593	-81.3213	
365	373	Laurel Oak	Poor	15	12-18in									29.04588	-81.32129	
366	374	Laurel Oak		15	12-18in									29.04577	-81.32135	
367	375	Laurel Oak	Poor	18/7"	18-24in	Multiple Stems	18	7						29.04576	-81.3214	
368	376	Laurel oak		9	6-12in									29.0457	-81.3214	
369	377	Black cherry		10	6-12in								Prunus	29.04571	-81.32129	
370	378	Laurel oak		6	6-12in									29.04572	-81.32128	
371	379	Laurel oak		12	12-18in									29.04572	-81.32125	
372	380	Laurel oak	Poor	9/5"	6-12in	Multiple Stems	9	5						29.04569	-81.32124	
373	381	Laurel Oak		28	24-30in									29.04563	-81.32126	
374	382	Laurel Oak	Poor	9	6-12in									29.04563	-81.32127	
375	383	Laurel oak		20	18-24in									29.04556	-81.32127	
376	384	Laurel oak		6	6-12in									29.04548	-81.32127	
377	385	Laurel Oak	Poor	12/18"	18-24in	Multiple Stems	12	18						29.04548	-81.32133	
378	386	Laurel Oak	Poor	12/6"	12-18in	Multiple Stems	12	6						29.04555	-81.32143	
379	387	Laurel Oak	Poor	36	>30in									29.04559	-81.32139	
380	388	Laurel Oak	Poor	13	12-18in									29.0456	-81.3214	
381	389	Laurel Oak	Poor	12	12-18in									29.04566	-81.32139	
382	390	Laurel Oak	Poor	15/17	18-24in	Multiple Stems	15	17						29.04564	-81.3215	
383	391	Laurel Oak	Poor	9/21"	18-24in	Multiple Stems	9	21						29.04542	-81.32152	
384	392	Laurel Oak	Poor	21/15"	24-30in	Multiple Stems	21	15						29.04549	-81.32159	
385	393	Laurel Oak	Poor	11/11"	12-18in	Multiple Stems	11	11						29.04544	-81.32165	
386	394	Laurel Oak		16	12-18in									29.04551	-81.32153	
387	395	Laurel Oak		13	12-18in									29.04564	-81.32153	
388	396	Laurel Oak	Poor	12/15"	18-24in	Multiple Stems	12	15						29.04571	-81.32148	
389	397	Laurel Oak	Poor	7	6-12in									29.0457	-81.32153	
390	398	Laurel Oak		12	12-18in									29.04576	-81.32154	
391	399	Laurel Oak	Poor	7/15"	12-18in	Multiple Stems	7	15						29.04579	-81.32148	
392	400	Laurel Oak	Poor	13	12-18in									29.04589	-81.32141	
393	401	Laurel Oak	Poor	11/13"	12-18in	Multiple Stems	11	13						29.04596	-81.32141	
394	402	Laurel Oak		12	12-18in									29.04597	-81.32143	
395	403	Laurel Oak		15	12-18in									29.04598	-81.32142	
396	404	Laurel Oak	Poor	13	12-18in									29.04608	-81.32139	
397	405	Laurel Oak	Fair	4/24"	24-30in	Multiple Stems	4	24						29.04609	-81.3214	
398	406	Laurel Oak		14	12-18in									29.04608	-81.32149	
399	407	Laurel Oak	Poor	6	6-12in									29.04608	-81.32155	
400	408	Laurel Oak	Poor	25	24-30in									29.04609	-81.32159	
401	409	Laurel Oak	Poor	28	24-30in									29.04602	-81.3215	
402	410	Laurel Oak		14	12-18in									29.04596	-81.3215	
403	411	Laurel Oak	Poor	12/13"	12-18in	Multiple Stems	12	13						29.0459	-81.32152	
404	412	Laurel Oak	Poor	27/6/6	24-30in	Multiple Stems	27	6	6					29.04581	-81.32157	
405	413	Laurel Oak		7	6-12in									29.04575	-81.32158	
406	414	Laurel Oak		13	12-18in									29.04577	-81.3216	
407	415	Laurel Oak		7	6-12in									29.04573	-81.32158	
408	416	Laurel Oak		16	12-18in									29.04563	-81.3216	
409	417	Laurel Oak	Poor	14/12"	18-24in	Multiple Stems	14	12						29.04562	-81.32164	
410	418	Laurel Oak	Poor	14/20"	24-30in	Multiple Stems	14	20						29.04564	-81.32167	
411	419	Laurel Oak		14	12-18in									29.04573	-81.32164	
412	420	Laurel oak		6	6-12in									29.04577	-81.32165	
413	421	Laurel Oak		14	12-18in									29.04584	-81.3217	
414	422	Laurel Oak		21	18-24in									29.04591	-81.32167	
415	423	Laurel Oak	Poor	16	12-18in									29.04593	-81.32167	
416	424	Laurel Oak		13	12-18in									29.04594	-81.32163	
417	425	Laurel Oak	Poor	12	12-18in									29.04597	-81.32163	
418	426	Laurel Oak	Poor	15/12"	18-24in	Multiple Stems	15	12						29.04603	-81.32166	
419	427	Laurel Oak		27	24-30in									29.04608	-81.32169	
420	428	Laurel Oak	Poor	15/19	24-30in	Multiple Stems	15	19						29.04612	-81.32171	
421	429	Laurel Oak		13	12-18in									29.04615	-81.32172	
422	430	Laurel Oak	Poor	31	>30in									29.04608	-81.32177	
423	431	Laurel Oak		16	12-18in									29.04604	-81.32171	
424	432	Laurel Oak	Poor	13/28	>30in	Multiple Stems	13	28						29.04599	-81.32177	
425	433	Laurel Oak		11	6-12in									29.04596	-81.3218	
426	434	Laurel Oak		13	12-18in									29.04596	-81.32179	
427	435	Laurel Oak	Poor	14/10	12-18in	Multiple Stems	14	10						29.04596	-81.32177	
428	436	Laurel Oak	Poor	13/18/13	24-30in	Multiple Stems	13	18	13					29.04585	-81.32176	
429	437	Laurel Oak		6	6-12in									29.04583	-81.32172	
430	438	Laurel Oak		12	12-18in									29.04575	-81.32166	
431	439	Cabbage palmetto		13	12-18in								Sabal	29.04563	-81.32168	
432	441	Laurel Oak		9	6-12in									29.04564	-81.3217	
433	442	Laurel Oak		13	12-18in									29.04565	-81.3217	
434	443	Laurel Oak		24	24-30in									29.04554	-81.32176	
435	444	Laurel Oak		21	18-24in									29.04559	-81.32176	
436	445	Laurel Oak	Poor	12/14/17"	24-30in	Multiple Stems	12	14	17					29.04561	-81.32182	
437	446	Laurel Oak	Poor	15/12/12/7	18-24in	Multiple Stems	15	12	12	7				29.04565	-81.32182	
438	447	Laurel Oak		17	12-18in									29.04565	-81.32175	
439	448	Laurel Oak	Poor	16/8	12-18in	Multiple Stems	16	8						29.04572	-81.32177	
440	449	Laurel Oak		29	24-30in									29.04571	-81.32183	
441	450	Laurel Oak		28	24-30in									29.04582	-81.32184	
442	451	Black cherry		8	6-12in								Prunus	29.04584	-81.32185	
443	452	Laurel Oak	Poor	14	12-18in									29.04594	-81.32191	
444	453	Laurel Oak	Poor	22/16/16/6	>30in	Multiple Stems	22	16	16	6				29.04613	-81.32197	
445	453	Laurel Oak		17	12-18in									29.04597	-81.32184	

COMPREHENSIVE TREE INVENTORY TABLE

	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
446	454	Laurel Oak	Poor	25	24-30in									29.04603	-81.32192	
447	455	Laurel Oak		10	6-12in									29.04575	-81.32194	
448	456	Laurel Oak		20	18-24in									29.04562	-81.32208	
449	457	Laurel Oak		17	12-18in									29.04561	-81.32198	
450	458	Laurel Oak	Poor	33	>30in									29.04559	-81.32197	
451	459	Laurel Oak	Poor	11	6-12in									29.04548	-81.32192	
452	460	Laurel Oak	Poor	11/16"	18-24in	Multiple Stems	11	16						29.04546	-81.3219	
453	461	Laurel Oak		12	12-18in									29.04546	-81.32195	
454	462	Laurel Oak		11	6-12in									29.04544	-81.32192	
455	463	Laurel Oak	Poor	15	12-18in									29.04543	-81.32194	
456	464	Laurel Oak		9	6-12in									29.04544	-81.32198	
457	1000	Carolina laurelcherry		11	6-12in								Prunus	29.04514	-81.3244	
458	1001	Black cherry		10	6-12in								Prunus	29.04526	-81.32446	
459	1002	Carolina laurelcherry		9	6-12in								Prunus	29.04529	-81.32458	
460	1002	Live oak	Good	13	12-18in								Quercus	29.04509	-81.32219	Specimen
461	1003	Carolina laurelcherry		7	6-12in								Prunus	29.04529	-81.32449	
462	1005	Sabal Palmetto		14	12-18in									29.04496	-81.32217	
463	1007	Sabal Palmetto		17	12-18in									29.04532	-81.32447	
464	1008	Sabal Palmetto		17	12-18in									29.04542	-81.32447	
465	1009	Carolina laurelcherry		9/22"	6-12in	Multiple Stems	6	7					Prunus	29.04543	-81.32446	
466	1010	Sabal Palmetto		16	12-18in									29.04547	-81.32449	
467	1011	Sabal Palmetto		16	12-18in									29.04546	-81.32437	
468	1012	Sugarberry		8	6-12in								Celtis	29.04546	-81.32435	
469	1013	Carolina laurelcherry		11	6-12in								Prunus	29.04554	-81.32443	
470	1014	Hog Plum		8	6-12in									29.04562	-81.32439	
471	1015	Sabal Palmetto		15	12-18in									29.04571	-81.32432	
472	1016	Laurel Oak		17	12-18in									29.04574	-81.32425	
473	1017	Sabal Palmetto		15	12-18in									29.04562	-81.32395	
474	1018	Sabal Palmetto		22	18-24in									29.04561	-81.32393	
475	1019	Sabal Palmetto		17	12-18in									29.0457	-81.32392	
476	1020	Sabal Palmetto		20	18-24in									29.04579	-81.32393	
477	1021	Hog Plum		7	6-12in									29.04583	-81.32391	
478	1022	Carolina laurelcherry	Poor	10	6-12in								Prunus	29.04607	-81.32396	
479	1023	Carolina laurelcherry		9	6-12in								Prunus	29.04448	-81.32112	
480	1024	Carolina laurelcherry		7	6-12in								Prunus	29.04605	-81.32395	
481	1025	Carolina laurelcherry		9	6-12in								Prunus	29.04606	-81.32391	
482	1026	Carolina laurelcherry		8	6-12in								Prunus	29.04614	-81.32383	
483	1027	Hog Plum		8/8/4"	12-18in	Multiple Stems	8	8	4					29.0462	-81.32383	
484	1028	Hog Plum		7/4/3/5	6-12in	Multiple Stems	7	4	3	5				29.04624	-81.32376	
485	1029	Black cherry		14	12-18in								Prunus	29.04619	-81.3237	
486	1030	Southern magnolia	Good	12	12-18in								Magnolia	29.04637	-81.32376	Specimen
487	1032	Laurel Oak	Fair	33	>30in									29.04593	-81.32347	
488	1033	Laurel Oak		23	18-24in									29.04593	-81.32351	
489	1034	Laurel Oak		26	24-30in									29.04584	-81.3236	
490	1035	Laurel Oak		23	18-24in									29.04588	-81.32369	
491	1036	Laurel Oak		33	>30in									29.04585	-81.32362	
492	1037	Sabal Palmetto		11	6-12in									29.04563	-81.32373	
493	1038	Hog Plum	Fair	7	6-12in									29.04566	-81.32369	
494	1039	Laurel Oak		32	>30in									29.04561	-81.32385	
495	1040	Laurel Oak	Poor	41	>30in									29.04559	-81.32382	
496	1041	Sabal Palmetto		17	12-18in									29.04558	-81.32379	
497	1042	Sabal Palmetto		17	12-18in									29.04539	-81.3243	
498	1043	Sabal Palmetto		15	12-18in									29.0454	-81.32433	
499	1044	Sabal Palmetto		12	12-18in									29.0454	-81.32429	
500	1045	Sabal Palmetto		13	12-18in									29.04536	-81.32422	
501	1046	Laurel Oak		24	24-30in									29.04543	-81.32423	
502	1047	Water oak	Poor	26	24-30in								Quercus	29.04555	-81.32411	
503	1048	Water oak	Poor	32	>30in								Quercus	29.04557	-81.32397	
504	1049	Sabal Palmetto		13	12-18in									29.04552	-81.3239	
505	1050	Sabal Palmetto		14	12-18in									29.04544	-81.32387	
506	1051	Laurel Oak		29	24-30in									29.04545	-81.32381	
507	1052	Hog Plum	Poor	9	6-12in									29.04539	-81.32387	
508	1053	Water oak	Poor	40	>30in								Quercus	29.04537	-81.3239	
509	1054	Sabal Palmetto		13	12-18in									29.04527	-81.32395	
510	1055	Laurel Oak		34	>30in									29.04539	-81.32375	
511	1055	Sabal Palmetto		13	12-18in									29.04539	-81.32358	
512	1056	Laurel Oak		33	>30in									29.04581	-81.32335	
513	1057	Laurel Oak		25	24-30in									29.04533	-81.32354	
514	1058	Sabal Palmetto		11	6-12in									29.0455	-81.3235	
515	1059	Laurel Oak		40	>30in									29.04552	-81.32346	
516	1059	Sabal Palmetto		11	6-12in									29.04554	-81.32339	
517	1060	Sabal Palmetto		12	12-18in									29.04552	-81.3234	
518	1061	Laurel Oak	Poor	29	24-30in									29.04547	-81.32344	
519	1062	Black cherry		9	6-12in								Prunus	29.04572	-81.32359	
520	1063	Black cherry		12	12-18in								Prunus	29.04578	-81.32349	
521	1064	Southern magnolia		9	6-12in								Magnolia	29.04588	-81.32348	
522	1065	Hog Plum		8	6-12in									29.04594	-81.32346	
523	1066	Hog Plum		8	6-12in									29.04598	-81.32327	
524	1067	Sabal Palmetto		13	12-18in									29.04619	-81.32323	
525	1068	Sabal Palmetto		15	12-18in									29.04613	-81.32324	
526	1069	Hog Plum		10	6-12in									29.04601	-81.32312	
527	1070	Hog Plum		7	6-12in									29.04609	-81.32307	
528	1071	Carolina laurelcherry		8	6-12in								Prunus	29.04593	-81.32312	
529	1072	Carolina laurelcherry		8	6-12in								Prunus	29.04587	-81.32301	
530	1073	Carolina laurelcherry		12	12-18in								Prunus	29.04592	-81.32296	
531	1074	Southern magnolia	Good	15	12-18in								Magnolia	29.04585	-81.32305	Specimen
532	1074	Sabal Palmetto		15	12-18in									29.04578	-81.32304	
533	1075	Southern magnolia		11	6-12in								Magnolia	29.04571	-81.323	
534	1076	Southern magnolia	Good	16	12-18in								Magnolia	29.04572	-81.323	Specimen

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	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
535	1077	Sabal Palmetto		10	6-12in									29.04569	-81.32315	
536	1078	Carolina laurelcherry		7	6-12in								Prunus	29.04566	-81.32315	
537	1079	Sabal Palmetto		13	12-18in									29.04568	-81.32324	
538	1080	Sabal Palmetto		16	12-18in									29.04566	-81.32328	
539	1081	Carolina laurelcherry		8	6-12in								Prunus	29.04545	-81.3232	
540	1082	Sabal Palmetto		18	18-24in									29.04556	-81.32323	
541	1083	Carolina laurelcherry		8	6-12in								Prunus	29.04558	-81.32317	
542	1084	Sabal Palmetto		10	6-12in									29.0455	-81.3231	
543	1085	Laurel Oak		20	18-24in									29.0455	-81.32308	
544	1086	Southern magnolia		8	6-12in								Magnolia	29.04558	-81.32299	
545	1087	Carolina laurelcherry		10	6-12in								Prunus	29.04554	-81.32291	
546	1088	Laurel Oak	Poor	34	>30in									29.04554	-81.32295	
547	1089	Carolina laurelcherry		9	6-12in								Prunus	29.0456	-81.32287	
548	1090	Sabal Palmetto		15	12-18in									29.04534	-81.32329	
549	1091	Carolina laurelcherry		12	12-18in								Prunus	29.04538	-81.32323	
550	1092	Southern magnolia		6	6-12in								Magnolia	29.04524	-81.32313	
551	1093	Sabal Palmetto		12	12-18in									29.04533	-81.32313	
552	1094	Sabal Palmetto		13	12-18in									29.04539	-81.32286	
553	1095	Laurel Oak	Poor	50	>30in									29.04548	-81.32282	
554	1096	Sabal Palmetto		13	12-18in									29.04545	-81.32275	
555	1097	Sabal Palmetto		10	6-12in									29.04549	-81.32269	
556	1098	Sabal Palmetto		12	12-18in									29.04558	-81.32263	
557	1099	Sabal Palmetto		12	12-18in									29.04557	-81.32267	
558	1100	Carolina laurelcherry		7	6-12in								Prunus	29.04557	-81.32268	
559	1101	Sabal Palmetto		16	12-18in									29.04561	-81.32272	
560	1102	Sabal Palmetto		11	6-12in									29.04563	-81.3227	
561	1103	Carolina laurelcherry		8	6-12in								Prunus	29.0457	-81.3227	
562	1104	Longleaf pine	Poor	18	18-24in								Pinus	29.04575	-81.32273	
563	1106	Laurel oak		12	12-18in									29.04579	-81.32276	
564	1107	Laurel oak		13	12-18in									29.04592	-81.32278	
565	1108	Laurel Oak		8	6-12in									29.05629	-81.32521	
566	1109	Laurel oak		11	6-12in									29.04599	-81.32273	
567	1110	Laurel oak		14	12-18in									29.04597	-81.3227	
568	1112	Laurel Oak	Poor	30	>30in									29.046	-81.32267	
569	1113	Carolina laurelcherry		13	12-18in								Prunus	29.04601	-81.32272	
570	1114	Laurel Oak		16	12-18in									29.04609	-81.32271	
571	1115	Laurel Oak		20	18-24in									29.04607	-81.32268	
572	1116	Laurel Oak		16/12/12	18-24in	Multiple Stems	16	12	12					29.04607	-81.32259	
573	1117	Laurel Oak		8	6-12in									29.04592	-81.32257	
574	1118	Carolina laurelcherry		9	6-12in								Prunus	29.04598	-81.32257	
575	1119	Laurel Oak		20	18-24in									29.04594	-81.3226	
576	1120	Laurel Oak		16	12-18in									29.04596	-81.32256	
577	1121	Laurel Oak	Poor	21	18-24in									29.04592	-81.32252	
578	1122	Laurel Oak		17/16/7/11	24-30in	Multiple Stems	17	16	7	11				29.04601	-81.32251	
579	1123	Laurel Oak	Poor	17	12-18in									29.04607	-81.32251	
580	1124	Laurel Oak		17	12-18in									29.04597	-81.32241	
581	1125	Laurel Oak	Poor	16/14	18-24in	Multiple Stems	16	14						29.04595	-81.32238	
582	1126	Laurel Oak	Poor	8/29"	>30in	Multiple Stems	8	29						29.04596	-81.3224	
583	1127	Laurel Oak		7	6-12in									29.04601	-81.32237	
584	1128	Laurel Oak		18	18-24in									29.04591	-81.32234	
585	1129	Laurel Oak		19	18-24in									29.0459	-81.32237	
586	1130	Laurel Oak		14	12-18in									29.04583	-81.32245	
587	1131	Laurel Oak		20	18-24in									29.0458	-81.32245	
588	1132	Laurel Oak		8	6-12in									29.04571	-81.32247	
589	1133	Laurel Oak		8	6-12in									29.04566	-81.32249	
590	1134	Laurel Oak		8	6-12in									29.04572	-81.32235	
591	1135	Black cherry		6	6-12in								Prunus	29.04585	-81.3223	
592	1136	Laurel Oak		18/12	18-24in	Multiple Stems	18	12						29.04584	-81.3223	
593	1137	Laurel Oak	Poor	37	>30in									29.04578	-81.32224	
594	1138	Laurel Oak		13	12-18in									29.04587	-81.32222	
595	1139	Laurel Oak		16	12-18in									29.04595	-81.32221	
596	1140	Laurel Oak		9	6-12in									29.04609	-81.32213	
597	1141	Laurel Oak		15	12-18in	Multiple Stems	9	12						29.04618	-81.32218	
598	1142	Laurel Oak		14/14	18-24in	Multiple Stems	14	14						29.04616	-81.32211	
599	1143	Laurel Oak		10	6-12in									29.04615	-81.32204	
600	1144	Laurel Oak		14	12-18in									29.04604	-81.32207	
601	1145	Laurel Oak		20	18-24in									29.04595	-81.32213	
602	1146	Laurel Oak		15	12-18in									29.04595	-81.32218	
603	1147	Laurel Oak		20	18-24in									29.0459	-81.32204	
604	1148	Laurel Oak	Poor	13/11	12-18in	Multiple Stems	13	11						29.04593	-81.322	
605	1149	Laurel Oak		18	18-24in									29.04595	-81.32202	
606	1150	Laurel Oak		23	18-24in									29.04596	-81.322	
607	1151	Laurel Oak	Poor	32	>30in									29.04598	-81.32203	
608	1152	Carolina laurelcherry		12	12-18in								Prunus	29.04585	-81.32196	
609	1153	Laurel Oak		10	6-12in									29.04574	-81.32205	
610	1154	Laurel Oak	Poor	16/16	18-24in	Multiple Stems	16	16						29.04574	-81.32207	
611	1155	Laurel Oak		17	12-18in									29.04576	-81.32215	
612	1156	Laurel Oak		26	24-30in									29.04574	-81.3222	
613	1157	Laurel Oak		15	12-18in									29.04577	-81.32219	
614	1158	Carolina laurelcherry		12	12-18in								Prunus	29.04561	-81.32236	
615	1159	Sabal Palmetto		11	6-12in									29.04551	-81.3226	
616	1160	Sabal Palmetto		12	12-18in									29.04548	-81.32262	
617	1161	Carolina laurelcherry		7	6-12in								Prunus	29.04532	-81.32266	
618	1162	Carolina laurelcherry		7	6-12in								Prunus	29.04532	-81.32276	
619	1163	Laurel Oak		19	18-24in									29.04532	-81.32272	
620	1164	Laurel Oak		20	18-24in									29.04532	-81.32273	
621	1165	Laurel Oak		36	>30in									29.04537	-81.32239	
622	1166	Laurel Oak		9	6-12in									29.04534	-81.32232	
623	1167	Laurel Oak		14	12-18in									29.04538	-81.32237	

COMPREHENSIVE TREE INVENTORY TABLE

	Tree Id	Common Name	Condition	DBH	DBH Range	Number of Stems (Multi Calc)	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	DBH Stem 5	DBH Stem 6	Genus	Latitude	Longitude	Notes
624	1168	Laurel Oak		9	6-12in									29.04533	-81.32221	
625	1169	Laurel Oak		8	6-12in									29.0453	-81.32221	
626	1170	Laurel Oak		8	6-12in									29.04529	-81.3221	
627	1171	Laurel Oak		11	6-12in									29.04529	-81.322	
628	1172	Laurel Oak		16	12-18in									29.04538	-81.32206	
629	1173	Laurel Oak		16	12-18in									29.04546	-81.32207	
630	1174	Laurel Oak		10	6-12in									29.04537	-81.32221	
631	1175	Laurel Oak		10	6-12in									29.04534	-81.32225	
632	1176	Laurel Oak		9	6-12in									29.04533	-81.32224	
633	1177	Laurel Oak		9	6-12in									29.04541	-81.3222	
634	1178	Laurel Oak		13	12-18in									29.04544	-81.32223	
635	1179	Laurel Oak		18	18-24in	Multiple Stems	14	8	8					29.0455	-81.32219	
636	1180	Laurel Oak		15	12-18in									29.04547	-81.3222	
637	1181	Laurel Oak		14	12-18in									29.04549	-81.32218	
638	1182	Laurel oak		12/8"	12-18in	Multiple Stems	12	8						29.04546	-81.32212	
639	1183	Laurel oak		10	6-12in									29.04543	-81.32212	
640	1184	Laurel oak		14	12-18in									29.04558	-81.32219	
641	1185	Laurel Oak		14										29.04563	-81.32215	
642	1186	Laurel oak		14	12-18in									29.04564	-81.32215	
643	1187	Laurel oak		15	12-18in									29.04551	-81.32219	
644	1188	Laurel oak		22	18-24in									29.04551	-81.32219	
645	1189	Laurel oak	Poor	14/15/7	18-24in	Multiple Stems	14	15	7					29.0455	-81.32221	
646	1190	Laurel oak	Poor	13/18/17	24-30in	Multiple Stems	13	18	17					29.04564	-81.3217	
647	1191	Laurel oak		16	12-18in									29.04595	-81.32274	
648	1192	Laurel oak		7	6-12in									29.04563	-81.32221	
649	1194	Laurel oak		22	18-24in									29.04587	-81.32211	
650	1195	Laurel oak		13	12-18in									29.04598	-81.32214	
651	1196	Laurel oak	Poor	12	12-18in									29.04571	-81.32183	
652	1197	Laurel oak		14	12-18in									29.04622	-81.32221	

Reset Form | Print Form

CONAPPL. Rev. 7/09

COUNTY OF VOLUSIA
LAND DEVELOPMENT OFFICE
CONCURRENCY CERTIFICATE OF CAPACITY/INQUIRY

Volusia County FLORIDA

Mail or hand deliver the completed application to:
Thomas C. Kelly Administration Center, County of Volusia, Land Development Office
123 W. Indiana Avenue, Room 202, DeLand, Florida 32720-4604

DeLand 386-736-5942, Daytona Beach 386-248-8157, New Smyrna Beach 386-423-3872
Fax 386-740-5136

TYPE OF APPLICATION

☐ PRELIMINARY APPLICATION
- Zoning: ☐ PUD ☐ Rezoning ☐ Special Exception
- Subdivision Plan: ☐ Sketch Plan ☐ Overall Development Plan

☒ STANDARD APPLICATION
- Subdivision Plat: ☐ Preliminary ☐ Final
- Site Plan: ☒ Final

PROJECT INFORMATION

PROJECT NAME: Pointe Grand Apartments

INTENDED USE: multi-family apartments

ITE LAND USE CLASSIFICATION: 220 - Multifamily (Low-Rise)

TAX PARCEL NUMBER(S): 70050000012B, 70050000012A 700500000124 700500000125

ZONING AUTHORIZATION

Required prior to submitting the Application for Plan Review - DeLand Zoning Office, Room 205

CURRENT ZONING: PD FUTURE LAND USE: HDR IN ECO? NO (Yes/No)

The development is consistent with the Comprehensive Plan and is properly zoned for the intended use.

NONCONFORMING LOT LETTER REQUIRED: ☐ YES ☒ NO SUBMITTED: ☐ YES ☐ NO

PENDING OR APPROVED ZONING/PLAN AMENDMENT: ☐ YES ☒ NO CASE NUMBER: _____

ZONING AUTHORITY: _____ DATE: _____

COMMENTS: _____

****STAFF USE ONLY****

PROJECT NAME: _____

APPLICATION NUMBER: _____-_____-_____-_____ **RSN:** _____

APPLICANT INFORMATION

NAME:	Steven Campisi, Manager				
COMPANY:	HP-212017 Deland, LLC				
ADDRESS:	101 South New York Ave Suite 211				
CITY:	Winter Park	STATE:	Florida	ZIP CODE:	32789
PHONE:	407-794-9258	EXT:		FAX:	
EMAIL:	neverly@hillpointe.com				

OWNER INFORMATION

NAME:	Steven Campisi, Manager				
COMPANY:	HP-212017 Deland, LLC				
ADDRESS:	101 South New York Ave Suite 211				
CITY:	Winter Park	STATE:	Florida	ZIP CODE:	32789
PHONE:	407-794-9258	EXT:		FAX:	
EMAIL:	neverly@hillpointe.com				

TO BE SUPPLIED AT THE TIME OF SUBMISSION:

|X| Vicinity map at a scale of 1" = 2,000' or other scale approved by the Land Development Manager which shows the general perimeter of the development and locates the main entrance of the development and access to public roads.

|X The appropriate land use classification(s) in the most recent edition of the "Institute of Transportation Engineers Trip Generation Manual". Call (386) 736-5968, ext. 2523, if you need assistance.

Will this development be phased? ☐ Yes |X| No

Phase:	1	2	3	4
1st C/O in Phase (Mo/Yr)	08/24			
Last C/O in Phase (Mo/Yr)	02/25			
Total Acreage in Phase:	14.16			
Dwelling Units/Lots in Phase:	204			
Commercial/Ind. Floor Area in Phase:				
1: Use: n/a				
2: Use: n/a				
3: Use: n/a				

BY SIGNING BELOW, YOU ACKNOWLEDGE THE REQUIREMENT FOR THE COMPLETE APPLICATION SUBMISSION AND ALL FEES TO BE RECEIVED IN THIS OFFICE. ADDITIONAL FEES MAY BE ASSESSED DURING THE APPLICATION REVIEW PROCESS AND SHALL BE PAID PRIOR TO ISSUANCE OF THE DEVELOPMENT PERMIT. APPLICATIONS DETERMINED TO BE INCOMPLETE MAY BE RETURNED TO THE APPLICANT PRIOR TO ACCEPTANCE, OR FINAL APPROVAL MAY BE DELAYED.

APPLICANT SIGNATURE: _____ **DATE:** 3/8/2023

If you are not the property owner, you must have the owner complete the attached "Owner Authorization Form"

******STAFF USE ONLY******

PROJECT NAME: _____

APPLICATION NUMBER: _____-_____-_____-_____ **RSN:** _____

EVANS ENGINEERING, INC.

719 Irma Avenue
Orlando, FL 32803
(407) 872-1515
(407) 246-0963 FAX
www.evansenginc.com

July 31, 2023

City of DeLand City Commission
120 South Florida Ave.
DeLand, FL 32720

The proposed development consists of 204 Multi-Family Units on approximately 14.2 acres. The request is to reduce the required parking specific to the overflow or guest requirement. This request reduces the code requirement for guest parking from .5 spaces per unit to .4 spaces per unit which is approximately 20 spaces. The average parking ratio after the reduction in guest parking will be 2.41 spaces per unit.

This type of multi-family development is occurring in many areas surrounding the City of DeLand. As a comparison, a list of the neighboring communities and the required parking for 3-bedroom multi-family units are shown below.

DeBary = 2SP / Unit + 1 SP/5 Units = 2.2 SP / Unit

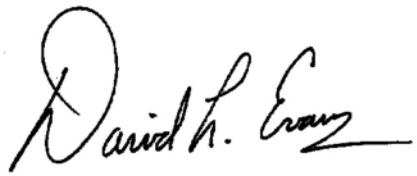
Deltona = 2 SP / Unit + 1 SP/10 Units = 2.1 SP / Unit

Daytona Beach = 2 SP / Unit

Volusia County = 2 SP / Unit

Based on the development types in the surrounding communities and requirements for parking, this request still provides additional parking for residents and guests. Thank you for your consideration.

Sincerely,
EVANS ENGINEERING, INC.



David L. Evans P. E.

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

September 13, 2023

APPLICATION NO.: SP23-068

STAFF PLANNER: Kendall Story

APPLICANT: Nick Everly, Evans Engineering

REQUEST: Class IV Site Plan – Hillpointe/Pointe Grand Apartments.

APPLICABLE REGULATIONS: Article XII, Section 33-132; Pointe Grand Apartments PD

A. SITE FACTORS:

Location:	Southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave.
Parcel Size:	± 14.57 acres
Land Use:	High Density Residential
Existing Zoning:	Hillpointe/Pointe Grand Apartments PD
Existing Use:	Residential/undeveloped

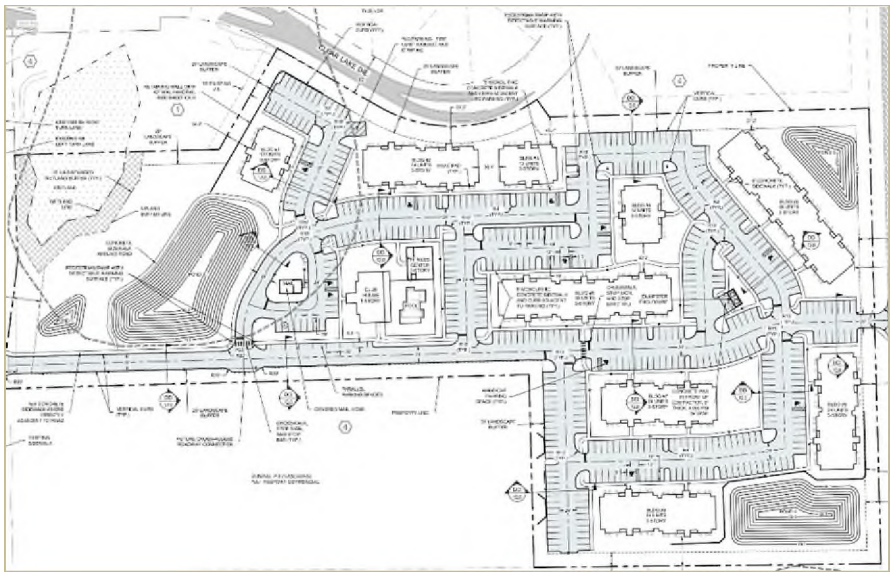
	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	Cascades PD
South:	Highway Commercial; Mixed Office - Residential	Cascades PD
East:	Low Density Residential/Community Health Overlay	Manchester PD
West:	ROW (Spring Garden Ave.)/ High Density Residential	R-16; R-1A

B. HISTORY: The proposed development, originally part of the Cascades PD, consists of ± 14.57 acres of vacant, wooded land, located southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave. On December 19, 2022, the City Commission approved the rezoning to a PD, creating what is now known as the Pointe Grand Apartments PD (also known as Hillpointe). That approval includes a concept plan and development agreement that outlines the development standards it created specifically for the Pointe Grand Apartments PD.

The applicant recently applied for a PD amendment (Z23-167), which is being reviewed concurrently. The purpose of the amendment is to reduce the required number of parking spaces, for the purpose of constructing 27 covered parking stalls.

C. **ANALYSIS:** The site is located in the northwest quadrant of the City. The applicant requests approval of 204 residential apartments, as permitted by the PD agreement. The subject property is part of the Pointe Grand Apartments PD. According to Sec. 33-132 of the code, if a project generates 80 or more residential units, it is considered a Class IV Site Plan, which requires a recommendation by the Planning Board and approval from the City Commission.

D. **SPECIAL CONDITION:** As stated in part K of the PD agreement, in an effort to provide a benefit to the community, and based on the site location, 20% of the units will be reserved for local medical employees for the first two years following the issuance of a certificate of occupancy. For those that qualify, the application fee and the first month's rent will be waived and the resident will also receive a 50% discount off the security deposit. Additionally, there will be a cap on rate increases of 5%.



E. **ENVIRONMENTAL:** The subject property is mostly wooded and lies outside of the 100-year floodplain. A 15% tree protection area is being provided, as required by code.

In May of 2022, an environmental assessment was done on the subject property. Per the report, no endangered species were observed during the assessment, and the habitat was generally unsupportive of such. The report also analyzed a small wetland area located at the northwest end of the site. The wetland shall remain undisturbed, with a 25' wide buffer around the wetland for protection. However, if any work is done in, on or over a wetland, a permit from SJRWMD will be required.

F. **STORMWATER:** Stormwater retention will be handled on-site, as required by code, utilizing four individual stormwater ponds. Methods following best practices of Low Impact Development (LID) are being applied, as outlined in the PD agreement.

G. **LANDSCAPING:** Landscape buffering for the north, east and south boundaries will be provided in accordance with Sec. 33-92.02 of the City's Land Development Regulations. The western property boundary lies within the Emerging Gateway Overlay District and shall follow Sec. 33-36 of the City's Land Development Regulations. Landscaping will use Florida-Friendly Landscaping as defined by the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS).

H. **SCHOOL CONCURRENCY:** For all residential projects or map amendments, school capacity for the project must be determined. The first step is to determine if the capacity needed for the project exists (which was done at the land use/zoning change). The VCSB will review a project to make that determination. If capacity does exist, the school board will issue a "Finding of Adequate Capacity" letter.

A concurrency application was submitted to Volusia County Schools for the review of approval of a Reservation Certificate and is pending review. Prior to approval by City Commission, an approved Reservation Certificate must be provided to the city.

I. **ACCESS:** Access to the project will generally follow the PD's concept plan, providing right-in/right-out access parallel to the southern property line, running east/west from N. Spring Garden Rd. However, direct access to the residential development to the north will not be permitted. As originally intended in the Cascades development plan, an access easement will be provided to the southern parcel, known as Phase V of the Cascades PD. If Phase V of the Cascades is ever developed, the easement would allow shared access to the driveway off of N. Spring Garden Rd. Additionally, stabilized emergency access will be provided along the eastern property line, shared between the subject property and the Manchester PD, with the potential to become a full access in the future.

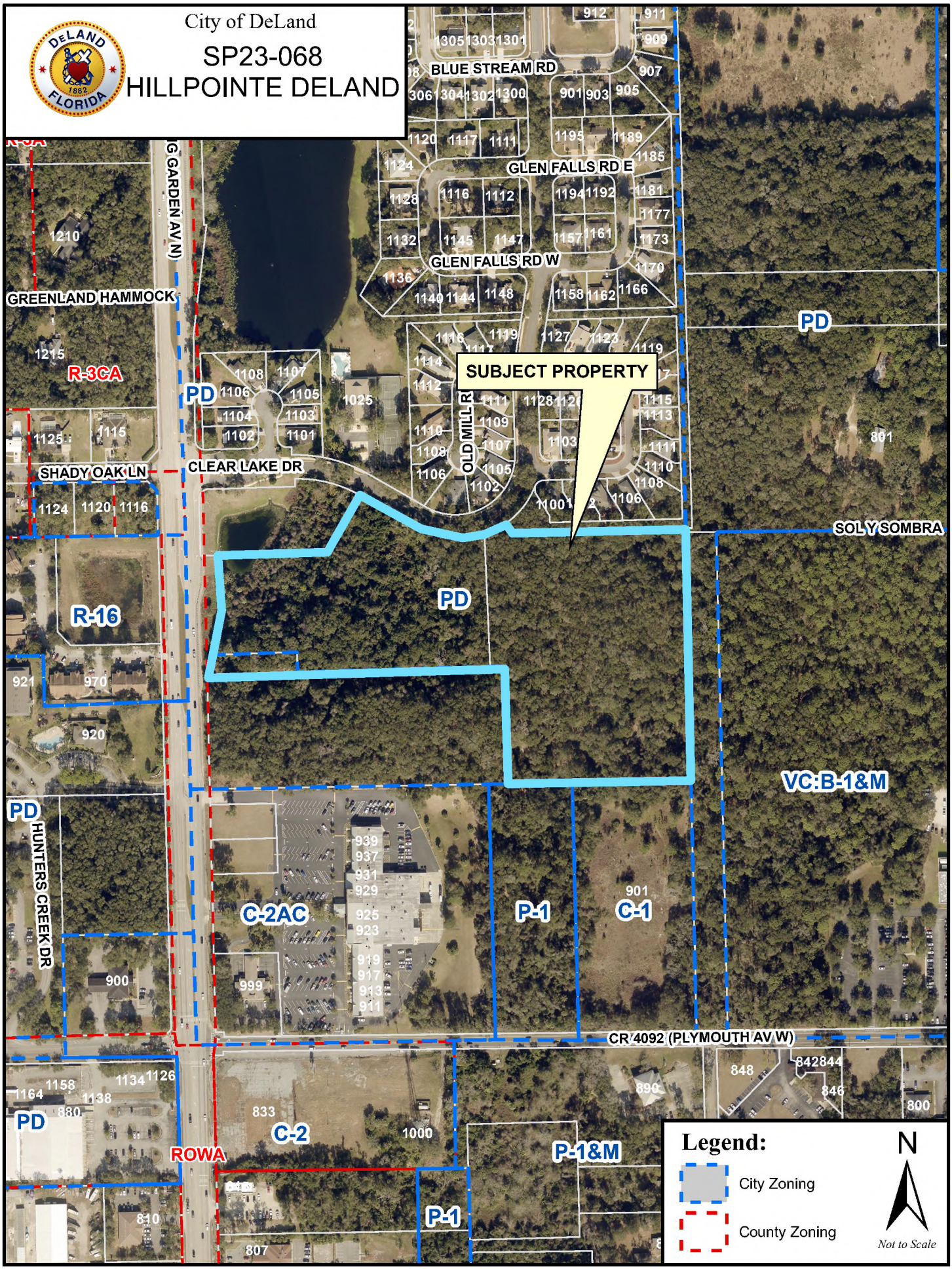
J. **TRAFFIC:** A Traffic Impact Study (TIS) was completed in March of 2023. The analysis determined that the project will generate 927 daily trips, 78 A.M. peak hour trips and 80 P.M. peak hour trips. Per Sec. 33-41.04 of the code, a full Traffic Impact Analysis (TIA) is not required for projects that generate less than 1,000 daily trips.

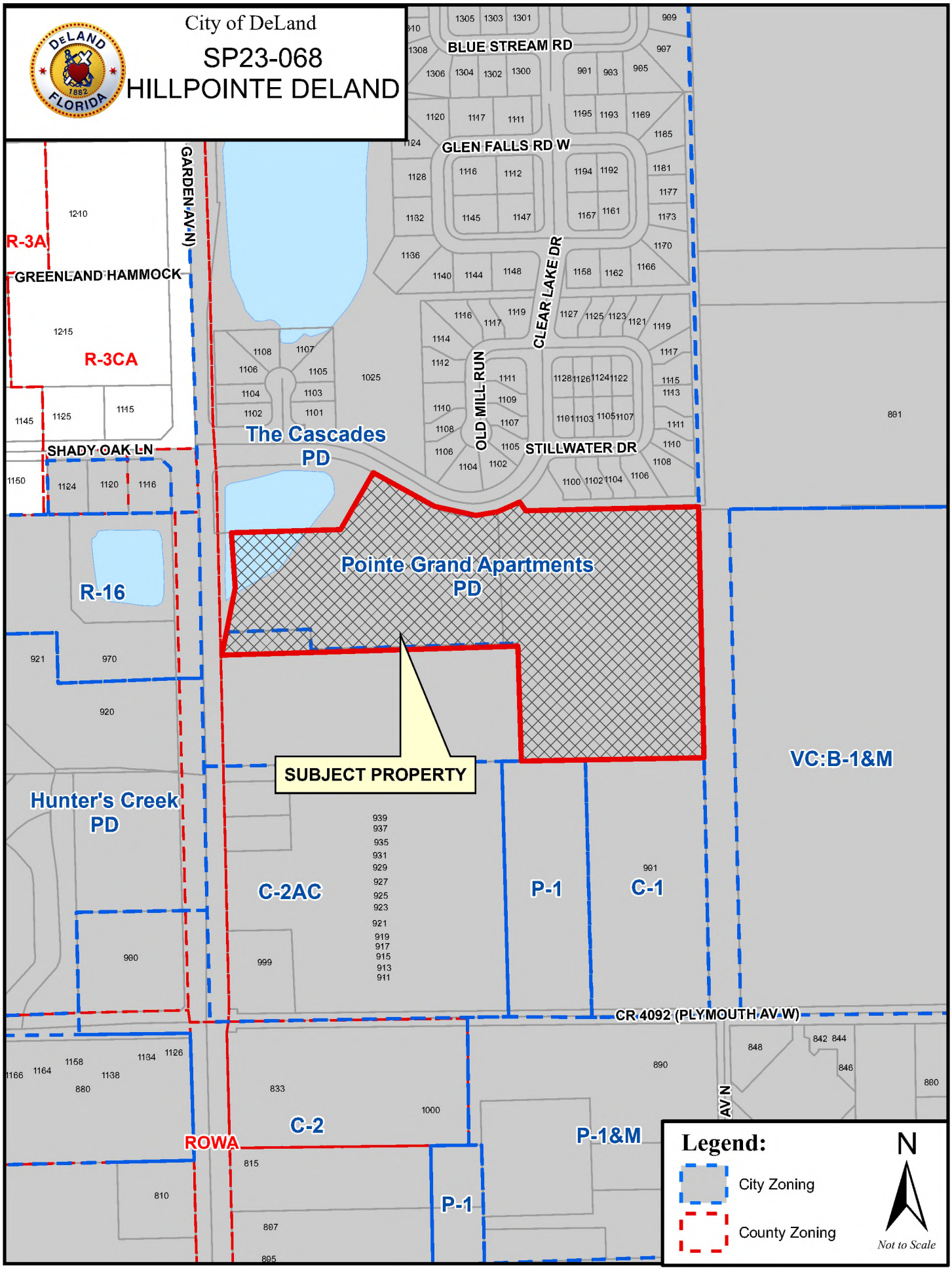


On July 20, 2023, the Technical Review Committee recommended that the proposed Site Plan be forwarded on to the Planning Board, subject to addressing any remaining staff comments.

K. **STAFF RECOMMENDATION**: Staff recommends that the Planning Board forward the Pointe Grand Apartments Site Plan on to the City Commission, recommending approval, subject to the following condition(s):

1. The site plan cannot be approved until the PD Amendment has been reviewed and approved by City Commission.
2. Prior to City Commission approval a completed Volusia County Schools Reservation Certificate must be submitted to the city.


City of DeLand
SP23-068
HILLPOINTE DELAND
SUBJECT PROPERTY
BLUE STREAM RD
GLEN FALLS RD E
GLEN FALLS RD W
OLD MILL R
G GARDEN AV N
GREENLAND HAMMOCK
SHADY OAK LN
CLEAR LAKE DR
HUNTERS CREEK DR
SOL Y SOMBRA
CR 4092 (PLYMOUTH AV W)
ROWA
R-3CA
R-16
PD
C-2AC
C-2
P-1
C-1
P-1&M
VC:B-1&M
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
SP23-068
HILLPOINTE DELAND
BLUE STREAM RD
GLEN FALLS RD W
CLEAR LAKE DR
OLD MILL RUN
STILLWATER DR
GARDEN AV N
GREENLAND HAMMOCK
SHADY OAK LN
R-3A
R-3CA
R-16
The Cascades PD
Pointe Grand Apartments PD
SUBJECT PROPERTY
Hunter's Creek PD
C-2AC
P-1
C-1
VC:B-1&M
CR 4092 (PLYMOUTH AV W)
C-2
ROWA
P-1&M
P-1
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Resolution Approving Final Plat, Lakewood Park Phase 3 Located at Dr. Martin Luther King, Jr. Beltway and County Road 4139.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, 23-150 LAKEWOOD PARK PHASE 3-PLAT (1) (1), APPROVED Prelim plat -PSB20-032, Park Lake Estates executed PD, FSB23-117 Aerial, FSB23-117 Zoning

APPROVED BY: Michael Pleus, City Manager, November 15, 2023

SUMMARY/HIGHLIGHT:

The applicant, Richard Brown, with Johnston's Surveying, Inc, is seeking approval of a final plat for 123 single-family residential lots, stormwater, open space tracts, tree protection areas, and right of way in Phase 3 of Lakewood Park subdivision. Phase 3 encompasses 79.74 acres of the entire 198 acre Lakewood Park subdivision. On October 2, 2023, the City Commission approved an amendment to the Park Lake Estates Planned Development to reduce the minimum TPA from 15% to 10.83% to adjust for the realignment of the Beresford Avenue extension. Phase 3 will include 123 single-family residential lots, stormwater, open space tracts, tree protection areas and right of way. At their July 20, 2023 meeting the Technical Review Committee recommended conditional approval and to forward the application to the city Commission pending all staff, legal and surveyor comments being addressed. All the comments have been addressed as required.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Recording of the final plat will allow for the individual lots and homes to be entered into the City's tax revenue.

RECOMMENDATION:

It is recommended that the City Commission approve the final plat for Lakewood Park Phase 3.

BACKGROUND/DISCUSSION:

The applicant, Richard Brown, with Johnston's Surveying, Inc, is seeking approval of a final plat for 123 single-family residential lots, stormwater, open space tracts, tree protection areas, and right of way in Phase 3 of Lakewood Park subdivision. Phase 3 encompasses 79.74 acres of the entire 198 acre Lakewood Park subdivision. On October 2, 2023, the City Commission approved an amendment to the Park Lake Estates Planned Development to reduce the minimum TPA from 15% to 10.83% to adjust for the realignment of the

Beresford Avenue extension. Phase 3 will include 123 single-family residential lots, stormwater, open space tracts, tree protection areas and right of way.

RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE FINAL SUBDIVISION PLAT FOR LAKEWOOD PARK PHASE 3, LOCATED AT DR. MARTIN LUTHER KING, JR., BELTWAY AND COUNTY ROAD 4139; AND PROVIDING FOR A CONDITION AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Richard Brown of Johnston's Surveying, Inc., has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the "Code") for the final plat approval for Lakewood Park Phase 3, located at Dr. Martin Luther King, Jr., Beltway and County Road 4139; and

WHEREAS, the applicant intends to subdivide a 79.74 +/- acre parcel into 123 single-family residential lots, retention area, right-of-way, tree protection area and open space; and

WHEREAS, on July 20, 2023, the Technical Review Committee recommended approval of the final subdivision plat for Lakewood Park, Phase 3; and

WHEREAS, staff determined that all comments have been addressed and recommended approval of the final subdivision plat for Lakewood Park, Phase 3.

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

Section 1. The City Commission hereby approves the final subdivision plat for Lakewood Park Phase 3, located at Dr. Martin Luther King, Jr., Beltway and County Road 4139 on the condition that the applicant shall comply with any and all comments from the City Surveyor, City Engineer, and City Attorney.

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

PASSED AND DULY ADOPTED this 20th 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

LAKEWOOD PARK PHASE 3

SECTIONS 13 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

LEGAL DESCRIPTION:

PARCEL A

A parcel of land being a portion of Section 13, Township 17 South, Range 30 East, Volusia County, Florida; being more particularly described as follows:

Begin at the Southwest corner of Section 13, Township 17 South, Range 30 East, Volusia County, Florida; thence N00°56'23"W, along the West line of said Section 13, a distance of 1,338.66 feet to the Northwest corner of the South ½ of the Southwest ¼ of said Section 13; thence departing said West line, run S89°32'02"E, along the North line of the South ½ of the Southwest ¼ of said Section 13, a distance of 1,018.28 feet; thence departing said North line, run S01°23'18"E, a distance of 264.14 feet; thence S89°32'02"E, a distance of 330.17 feet; thence S01°21'49"E, a distance of 434.18 feet; thence S89°35'56"E, a distance of 444.79 feet to a point on the Westerly boundary of Exhibit B as described in Official Records Book 8423, Page 442 of the Public Records of Volusia County, Florida; thence the following eleven (11) courses and distances along said Westerly boundary: thence S16°38'35"E, a distance of 56.27 feet; thence S05°42'10"W, a distance of 64.93 feet; thence S06°02'08"W, a distance of 82.90 feet; thence S29°07'44"W, a distance of 94.19 feet; thence S31°32'26"W, a distance of 79.52 feet; thence S40°09'24"W, a distance of 104.12 feet; thence S46°35'12"W, a distance of 71.00 feet; thence S81°58'43"W, a distance of 145.51 feet; thence N71°55'50"W, a distance of 91.35 feet; thence S81°43'16"W, a distance of 200.20 feet; thence S50°56'03"W, a distance of 207.63 feet to the South line of Section 13, Township 17 South, Range 30 East; thence departing said Westerly boundary line, run N89°43'31"W, along the South line of said Section 13, a distance of 992.49 feet to the Point of Beginning.

Containing 42.95 acres, more or less.

AND

PARCEL B

A parcel of land being a portion of Section 24, Township 17 South, Range 30 East, Volusia County, Florida; being more particularly described as follows:

Begin at the Northerly corner of Tract AU, LAKEWOOD PARK PHASE 2, according to the plat thereof, as recorded in Map Book 64, Pages 22–27 of the Public Records of Volusia County, Florida; thence the following four (4) courses and distances along the West boundary of said LAKEWOOD PARK PHASE 2: thence S29°22'17"W, a distance of 207.00 feet; thence N60°37'43"W, a distance of 15.10 feet; thence S29°22'17"W, a distance of 126.14 feet; thence S17°46'12"W, a distance of 165.24 feet to the Southwest corner of Lot 188 of said LAKEWOOD PARK PHASE 2 and the North Right of Way line of Havasu Falls Drive according to LAKEWOOD PARK PHASE 1, according to the plat thereof, as recorded in Map Book 62, Pages 168–176 of the Public Records of Volusia County, Florida; thence the following twenty–two (22) courses and distances along the boundary of said LAKEWOOD PARK PHASE 1, said point also being a Point on a Non–Tangent Curve, Concave to the South, having a Radius of 1,750.00 feet and a Central Angle of 03°27'08"; thence run Westerly along the arc of said curve, a distance of 105.44 feet (Chord Bearing = N73°57'22"W, Chord = 105.42 feet)to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 15.00 feet and a Central Angle of 88°40'08"; thence Northwesterly along the arc, a distance of 23.21 feet, (Chord Bearing = N31°20'51"W, Chord = 20.97 feet) to a Point of Non Tangency; thence N77°00'47"W, a distance of 52.00 feet; thence N12°59'13"E, a distance of 60.45 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 552.00 feet and a Central Angle of 04°42'28"; thence run Northerly along the Arc of said curve, a distance of 45.36 feet (Chord Bearing = N15°20'27"E, Chord = 45.34 feet) to a Point of Non Tangency; thence N78°59'36"W, a distance of 66.99 feet; thence N80°36'59"W, a distance of 52.98 feet; thence N82°14'22"W, a distance of 52.98 feet; thence N83°51'45"W, a distance of 52.98 feet; thence N85°29'08"W, a distance of 82.99 feet; thence S10°45'21"E, a distance of 84.34 feet; thence S03°24'58"W, a distance of 38.97 feet to a Point on a Non–Tangent Curve, Concave to the South, having a Radius of 1,750.00 feet and a Central Angle of 09°23'11"; thence run Westerly along the arc of said curve, a distance of 286.69 feet (Chord Bearing = S88°43'23"W, Chord = 286.37 feet) to a Point of Non Tangency; thence N10°45'21"W, a distance of 440.31 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 880.00 feet and a Central Angle of 10°16'45"; thence run Northerly along the Arc of said curve, a distance of 157.88 feet (Chord Bearing = N05°36'58"W, Chord = 157.67 feet) to a Point of Tangency; thence N00°28'36"W, a distance of 84.02 feet; thence S89°31'24"W, a distance of 120.00 feet; thence N00°28'36"W, a distance of 105.00 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Northeasterly along the Arc of said curve, a distance of 23.56 feet (Chord Bearing = N44°31'24"E, Chord = 21.21 feet) to a Point of Non Tangency; thence N01°19'55"W, a distance of 67.01 feet; thence N00°28'36"W, a distance of 146.60 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northeasterly along the Arc of said curve, a distance of 39.27 feet (Chord Bearing = N44°31'24"E, Chord = 35.36 feet) to a Point of Tangency, said point also being the South line of Beresford Avenue as described in Exhibit A of Official Records Book 8423, Page 442 of the Public Records of Volusia County, Florida; thence the following two (2) courses and distances along the South line of said Beresford Avenue: thence N89°31'24"E, a distance of 660.95 feet; thence S89°43'31"E, a distance of 654.77 feet to a point on the West line of lands described in Official Records Book 3755, Page 4964 of the Public Records of Volusia County, Florida; thence departing said South line, run S29°22'36"W, a distance of 675.05 feet; thence S60°37'43"E, a distance of 161.60 feet to the Point of Beginning.

Containing 23.77 acres, more or less.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE ASSUMED BASED THE EAST RIGHT OF WAY LINE OF BALSAM FALL ROAD OF LAKEWOOD PARK PHASE 1, AS BEING S00°28'36"E.
2. THERE IS 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG ALL FRONT LOT AND TRACT LINES ADJACENT TO ALL RIGHT OF WAY LINES FOR THE PERPETUAL USE OF THE PUBLIC UTILITIES.
3. THERE IS A 3.00 FOOT DRAINAGE EASEMENT ALONG ALL SIDE LOT LINES.
4. TRACTS PD–4, PD–10, PD–11 AND PD–12, BEING STORMWATER MANAGEMENT PONDS ARE TO BE OWNED AND MAINTAINED BY LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT. SAID TRACTS ARE SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT IN FAVOR OF THE CITY OF DELAND.

THAT PORTION OF TRACTS TPA–14, TPA–16, TPA–17, TPA–18, TPA–19, TPA–22, TPA–23 AND TPA–24, LYING OUTSIDE OF THE 10.00 FOOT UTILITY EASEMENT NOTED HEREON IN NOTE NUMBER 2, (LISTED ABOVE), IS HEREBY SUBJECT TO A TREE PROTECTION EASEMENT IN FAVOR OF THE CITY OF DELAND. SAID EASEMENT IS FOR THE PURPOSE OF INGRESS/EGRESS AND INSPECTION. THE SAID EASEMENT IS FOR NO OTHER PURPOSE WHATSOEVER AND THE CITY OF DELAND SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE OF THE TREE PRESERVATION AREAS.

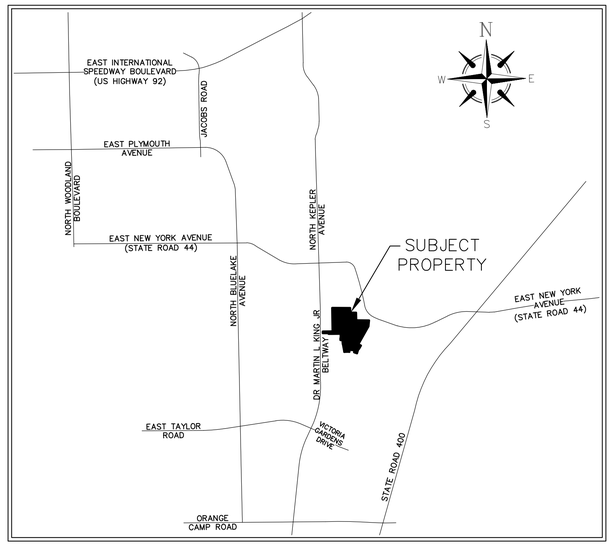
5.
6. TRACTS OS–12, OS–13, OS–16, OS–17 AND OS–18 BEING OPEN SPACE TRACTS ARE TO BE OWNED AND MAINTAINED BY LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.
7. TRACT OS–19 BEING OPEN SPACE/PARK TRACT IS TO BE OWNED AND MAINTAINED BY LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.
8. TRACTS TPA–14, TPA–16, TPA–17, TPA–18, TPA–19, TPA–22, TPA–23 AND TPA–24 BEING TREE PROTECTION AREAS ARE TO BE OWNED AND MAINTAINED BY LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.
9. TRACTS W–12, W–13 AND W–14 BEING WETLAND TRACTS ARE TO BE OWNED AND MAINTAINED BY LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.
10. TRACTS WB–12, WB–13 AND WB–14 BEING WETLAND BUFFER TRACTS ARE TO BE OWNED AND MAINTAINED BY LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.
11. ALL LOT LINES ALONG CURVES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.
12. 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 THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. 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.
13. LOT CORNERS SHOWN HEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES.
14. THE PRIVATE DRAINAGE EASEMENT (P.D.E.) PER THE DECLARATION IS RESERVED FOR THE EXCLUSIVE USE AND BENEFIT OF THE "ASSOCIATION", FOR THE PURPOSE OF EXERCISING ALL POWERS AND RESPONSIBILITIES DELEGATED TO THE "ASSOCIATION" PURSUANT TO THE "DECLARATION".
15. MATTERS OF RECORD SHOWN HEREON ARE BASED ON A TITLE OPINION OF COBB COLE ATTORNEYS AT LAW DATED SEPTEMBER 27, 2023.

- Easement right of way to Houston Texas Gas and Oil Corporation contained in Final Judgment recorded in Minute Book 64, Page 318, and re–recorded in O.R. Book 432, Page 695, Public Records of Volusia County, Florida.
- Ordinance No. 92–6 recorded in O.R. Book 3740, Page 3869, Public Records of Volusia County, Florida.
- Grant of Easement to the City of Deland recorded in O.R. Book 3936, Page 1814, Public Records of Volusia County, Florida.
- Ordinance No. 2019–38 and attached Planned Development Agreement recorded in O.R. Book 7933, Page 3590, Public Records of Volusia County, Florida.
- Notice of Establishment of Lakewood Park Community Development District recorded in O.R. Book 7937, Page 3324; Ordinance No. 2020–25 recorded in O.R. Book 7958, Page 19; Declaration of Consent to Jurisdiction of Lakewood Park Community Development District and to Impose Special Assessments recorded in O.R. Book 8042, Page 1999, Public Records of Volusia County, Florida.
- Recorded Notice of Environmental Resource Permit recorded in O.R. Book 7938, Page 4279, Public Records of Volusia County, Florida.
- Collateral Assignment and Assumption of Development and Contract Rights Relating to the Lakewood Park Community Development District recorded in O.R. Book 8042, Page 2005, Public Records of Volusia County, Florida.
- Terms, covenants, conditions, and other matters contained in Agreement Between Lakewood Park Community Development District and Lakewood Park Project I, LLC, Regarding the True–Up and Payment of Series 2021 Project Assessments recorded in O.R. Book 8042, Page 2018, Public Records of Volusia County, Florida.
- Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in Declaration of Covenants, Conditions, and Restrictions for Lakewood Park recorded in O.R. Book 8108, Page 2984, and re–recorded in O.R. Book 8137, Page 3128, of the Public Records of Volusia County, Florida, as amended, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant; but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- Restrictions, conditions, reservations, easements, dedications and other matters contained on the plat of Lakewood Park Phase 1, as recorded in Plat Book 62, Pages 168 through 176, Public Records of Volusia County, Florida.
- Collateral Assignment and Assumption of Development and Contract Rights Relating to the Lakewood Park Community Development District recorded in Official Records Book 8386, Page 745, of the Public Records of Volusia County, Florida.
- Agreement between Lakewood Park Community Development District and Lakewood Park Project I, LLC, regarding the True–up and Payment of Series 2023 Project Assessments recorded in Official Records Book 8386, Page 762, of the Public Records of Volusia County, Florida.
- The foregoing opinion is rendered solely for the purpose of complying with Section 177.041 of the Florida Statutes and may not be relied upon by, and is not for the benefit of, any person or legal entity other than the City of DeLand.

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140
L.B. #966

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL AND KEY MAP
SHEETS 3–7	LOT AND TRACT DETAILS



VICINITY MAP
NOT TO SCALE

LEGEND

CCR	CERTIFIED CORNER RECORD	PCP	PERMANENT CONTROL POINT
℄	CENTERLINE	PG(S).	PAGE(S)
CHD.	CHORD LENGTH	PI	POINT OF INTERSECTION
D.E.	DRAINAGE EASEMENT	PRC	POINT OF REVERSE CURVATURE
D.U.E.	DRAINAGE AND UTILITY EASEMENT	PRM	PERMANENT REFERENCE MONUMENT
ID.	IDENTIFICATION		
LB	LICENSED BUSINESS	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
MB	MAP BOOK		
NT	NON–TANGENT/NON TANGENCY	PT	POINT OF TANGENCY
O.R.B.	OFFICIAL RECORDS BOOK	RP	RADIUS POINT
P.B.	PLAT BOOK	R/W	RIGHT OF WAY
PC	POINT OF CURVATURE	U.E.	UTILITY EASEMENT

■ DENOTES 4"x4" CONCRETE MONUMENT "PRM LB 966" (UNLESS OTHERWISE NOTED)
○ DENOTES 1/2" IRON ROD W/CAP "LB 966"
◉ DENOTES NAIL AND DISK "PCP LB 966" (UNLESS OTHERWISE NOTED)
○ DENOTES 5/8" IRON ROD (AS NOTED)

CERTIFICATE OF APPROVAL AND ACCEPTANCE OF THE DEDICATIONS BY THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

ALL RIGHT, TITLE AND INTEREST OF LAKEWOOD PARK PROJECT I, LLC (THE "OWNER") IN THE STREETS AND RIGHTS OF WAY DEPICTED HEREON, AS DEDICATED FOR THE PERPETUAL USE OF THE PUBLIC, AND ALL RIGHT, TITLE AND INTEREST IN TRACTS PD–4, PD–10, PD–11 AND PD–12, AS DEDICATED HEREON FOR THE STORMWATER RETENTION SYSTEM, ARE HEREBY ACCEPTED BY THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") FOR THE EXPRESS PURPOSES SET FORTH HEREON.

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

BY: _____
MEGAN WILLBUR, CHAIR

WITNESS: _____ WITNESS: _____

PRINT NAME: _____ PRINT NAME: _____

STATE OF ..... COUNTY OF .....

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY MEGAN WILLBUR, AS CHAIR OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT, ON BEHALF OF THE DISTRICT, SUCH PERSON [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC
NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

_____ _____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA — FILE NUMBER

_____
PRINT NAME

MAP BOOK:_____ PAGE:_____

LAKEWOOD PARK PHASE 3
DEDICATION

KNOW ALL BY THESE PRESENTS, THAT **LAKEWOOD PARK PROJECT I, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THE PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES:

ALL STREETS AND RIGHT OF WAYS ARE HEREBY DEDICATED TO THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT FOR THE PERPETUAL USE OF THE PUBLIC.

LIST STATION TRACT LS–2 IS HEREBY DEDICATED AND CONVEYED IN FEE TO THE CITY OF DELAND.

PRIVATE DRAINAGE EASEMENTS ARE HEREBY DEDICATED AND CONVEYED TO THE LAKEWOOD PARK HOMEOWNERS ASSOCIATION.

TRACTS OS–12, OS–13, OS–16, OS–17 AND OS–18 (OPEN SPACE), TRACT OS–19 (OPEN SPACE/PARK), TRACTS TPA–14, TPA–16, TPA–17, TPA–18, TPA–19, TPA–22, TPA–23 AND TPA–24 (TREE PROTECTION AREAS), TRACTS W–12, W–13 AND W–14 (WETLAND AREA) AND TRACTS WB–12, WB–13 AND WB–14 (WETLAND BUFFER) ARE HEREBY DEDICATED AND CONVEYED IN FEE TO THE LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.

TRACTS PD–4, PD–10, PD–11 AND PD–12 (STORM WATER RETENTION) ARE HEREBY DEDICATED AND CONVEYED IN FEE TO THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2023 A.D.

LAKEWOOD PARK PROJECT I, LLC, a Florida Limited Liability Company

By: EBS RESIDENTIAL DEVELOPMENT FUND III, LLC., an Ohio Limited Liability Company, its Sole Member

By: EUBEL BRADY & SUTTMAN ASSET MANAGEMENT, INC, a Delaware Corporation, its Manager

By: _____
Mark E. Brady Co–CIO

WITNESSES:

_____ _____
Signature Signature

_____ _____
Print Name Print Name

STATE OF ..... COUNTY OF .....

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY Mark E. Brady, AS Co–CIO OF EUBEL BRADY & SUTTMAN ASSET MANAGEMENT, INC, a Delaware Corporation, SUCH PERSON [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC
NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO THE REQUIREMENTS OF CHAPTER 177, PART I OF FLORIDA STATUTES. NO CONFIRMATION OF MATHEMATICAL CLOSURE OR THE PLACEMENT OF PRM'S AND PCP'S IN THE FIELD WAS MADE IN THIS REVIEW.

CPH, LLC LB# 7143
500 WEST FULTON ST
SANFORD, FL 32771

FOR THE FIRM BY:

_____ _____
RANDALL L. ROBERTS, R.L.S. DATE
FLORIDA REGISTRATION NUMBER 3144
STATE OF FLORIDA

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED IN SECTIONS 13 & 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, WITHIN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

.....
Richard D. Brown, P.S.M.
Dated ..... Registration No. .....5700.....
Professional Surveying Certificate of Authorization No. L.B. 966

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

CERTIFICATE OF APPROVAL BY CITY ENGINEER

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATION AND STANDARDS AND ALL APPLICABLE REGULATIONS IN THE LAKEWOOD PARK PHASE 3 SUBDIVISION OR THAT GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENT IN A MANNER ACCORDING TO SECTION 33–147 HAS BEEN RECEIVED

_____
CITY ENGINEER

_____
PRINT NAME

CERTIFICATE OF APPROVAL BY CITY COMMISSION OF THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA:

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THE CITY COMMISSION OF THE CITY OF DELAND APPROVED THE FOREGOING PLAT.

ATTEST:

_____ _____
CITY CLERK MAYOR

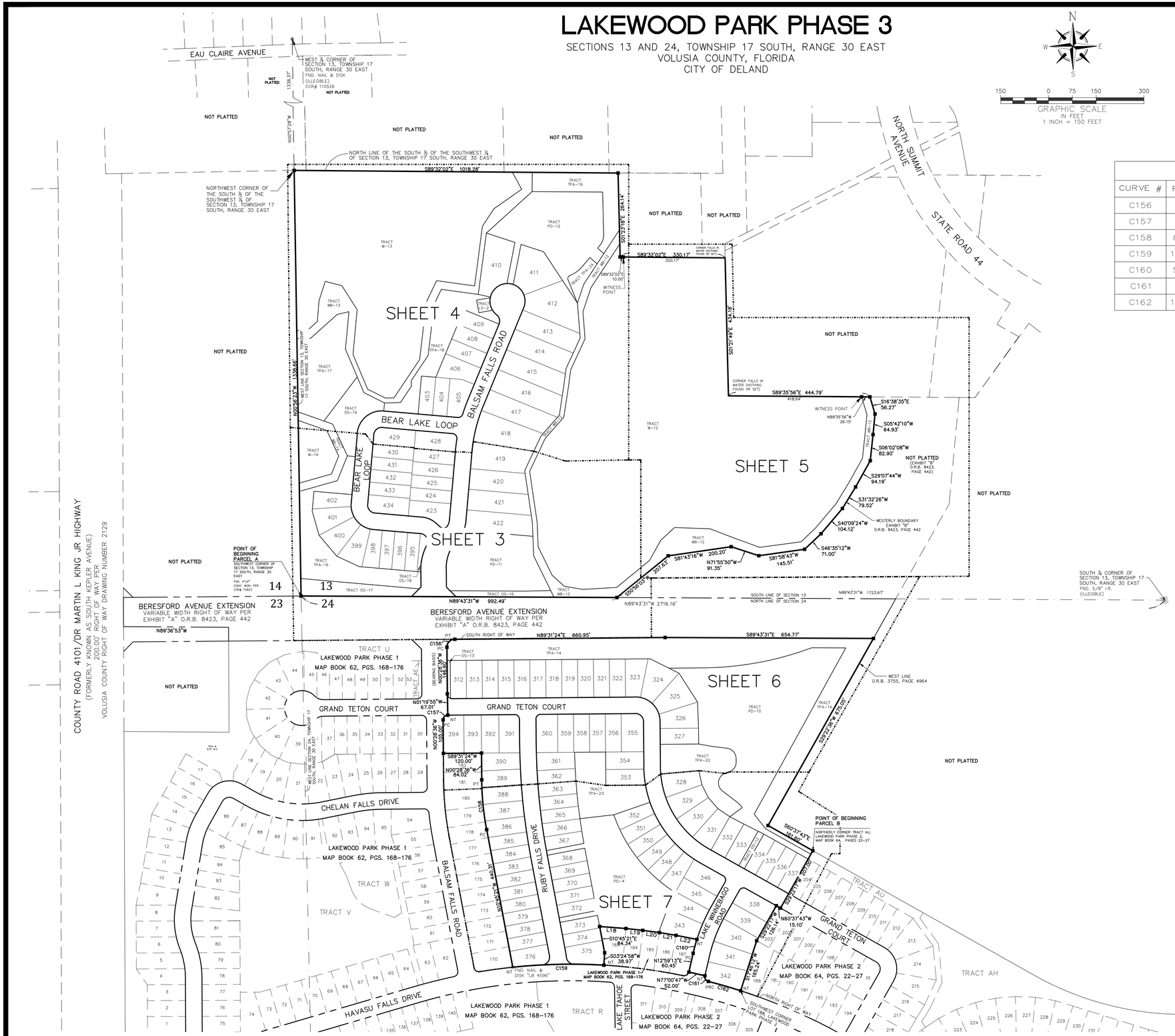
_____ _____
PRINT NAME PRINT NAME

JOB #23–150

LAKEWOOD PARK PHASE 3

SECTIONS 13 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK:_____ PAGE:_____


EAU CLAIRE AVENUE
WEST ¼ CORNER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST FND. NAIL & DISK (ILLEGIBLE) CCR# 110526
NOT PLATTED
N00°57'58"W 1338.37'
NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST
S89°32'02"E 1018.28'
NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST
N00°58'53"W 1338.66'
WEST LINE SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
COUNTY ROAD 4101/DR MARTIN L KING JR HIGHWAY
(FORMERLY KNOWN AS SOUTH KEPLER AVENUE)
CONSTANT WIDTH RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY DRAWING NUMBER 2129
SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
BALSAM FALLS ROAD
BEAR LAKE LOOP
RUBY FALLS DRIVE
LAKE WINNEBAGO ROAD
GRAND TETON COURT
CHELAN FALLS DRIVE
HAVASU FALLS DRIVE
LAKE TAHOE STREET
NORTH SUMMIT AVENUE
STATE ROAD 44
BERESFORD AVENUE EXTENSION
VARIABLE WIDTH RIGHT OF WAY PER EXHIBIT "A" O.R.B. 8423, PAGE 442
POINT OF BEGINNING PARCEL A
NORTHWEST CORNER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST
FND. 4"x4" CONC. MON. PER CCR# 72823
POINT OF BEGINNING PARCEL B
NORTHERLY CORNER TRACT AU, LAKEWOOD PARK PHASE 2, MAP BOOK 64, PAGES 22-27
LAKEWOOD PARK PHASE 1 MAP BOOK 62, PGS. 168-176
LAKEWOOD PARK PHASE 2 MAP BOOK 64, PGS. 22-27
TRACT U
TRACT V
TRACT W
TRACT R
TRACT AU
TRACT AH
SOUTH ¾ CORNER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST FND. 5/8" I.R. (ILLEGIBLE)
WEST LINE O.R.B. 3755, PAGE 4964
S89°43'31"W 654.77'
S89°43'31"W 1723.67'
N89°43'31"W 2716.16'
S89°43'31"W 992.49'
N89°36'53"W
S00°58'03"E 207.83'
S81°43'16"W 200.20'
N71°55'50"W 91.35'
S81°58'43"W 145.51'
S46°35'12"W 71.00'
S40°09'24"W 104.12'
S31°32'26"W 79.52'
S29°07'44"W 94.19'
S06°02'08"W 82.90'
S05°42'10"W 64.93'
S16°38'35"E 56.27'
S89°35'56"E 444.79'
S01°21'49"E 434.18'
S01°23'18"E 264.14'
S89°32'02"E 330.17'
S89°32'02"E 10.00'
S89°31'24"E 660.95'
S89°27'43"E 181.00'
S89°27'43"E 67.04'
N89°27'43"W 15.10'
N60°37'43"W 15.10'
S89°27'43"E 165.24'
S01°32'17"W 80.10'
N01°19'55"W 67.01'
N00°28'36"W 120.00'
S89°31'24"W 120.00'
N00°28'36"W 84.02'
S10°45'21"E 84.34'
S03°24'58"W 38.97'
N12°59'13"E 60.45'
N77°00'47"W 52.00'
S01°32'17"W 165.24'
NOT PLATTED
(EXHIBIT "B" O.R.B. 8423, PAGE 442)
WESTERLY BOUNDARY EXHIBIT "B" O.R.B. 8423, PAGE 442
CORNER FALLS IN WATER (NOTHING FOUND OR SET)
WITNESS POINT
SOUTHWEST CORNER LOT 88 LAKEWOOD PARK PHASE 2
NORTH RIGHT OF WAY
TRACT OS-13
TRACT TPA-14
TRACT TPA-19
TRACT PD-12
TRACT W-13
TRACT W-12
TRACT WB-13
TRACT WB-12
TRACT TPA-18
TRACT TPA-17
TRACT OS-19
TRACT W-14
TRACT OS-17
TRACT OS-18
TRACT TPA-16
TRACT PD-11
TRACT OS-16
TRACT WB-11
TRACT PD-10
TRACT TPA-22
TRACT TPA-23
TRACT PD-4
TRACT TPA-15
TRACT L5-2
TRACT TPA-20
TRACT WB-10
TRACT OS-14
TRACT TPA-21
TRACT OS-15
TRACT WB-14
TRACT WB-15
TRACT WB-16
TRACT WB-17
TRACT WB-18
TRACT WB-19
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TRACT WB-32
TRACT WB-33
TRACT

LAKEWOOD PARK PHASE 3

SECTIONS 13 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK:_____ PAGE:_____

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	126.00'	42°25'18"	93.29'	S20°44'03"W	91.17'
C2	75.00'	36°57'42"	48.38'	N23°27'51"E	47.55'
C5	51.00'	36°57'42"	32.90'	N66°32'09"W	32.33'
C6	51.00'	90°00'00"	80.11'	S40°01'00"E	72.12'
C8	526.00'	8°47'21"	80.69'	S09°22'40"W	80.61'
C10	166.00'	28°02'04"	81.22'	S13°32'26"W	80.42'
C11	25.00'	112°34'28"	49.12'	N28°43'46"W	41.59'
C12	77.00'	90°00'00"	120.95'	S40°01'00"E	108.89'
C19	101.00'	38°27'45"	67.80'	N24°12'53"E	66.54'
C20	126.00'	43°55'21"	96.59'	S21°29'05"W	94.24'
C21	15.00'	103°01'54"	26.97'	N80°25'45"E	23.48'
C22	77.00'	36°57'42"	49.67'	N66°32'09"W	48.82'
C23	25.00'	90°00'00"	39.27'	S40°01'00"E	35.36'
C26	552.00'	3°58'54"	38.36'	S06°58'27"W	38.35'
C27	77.00'	7°37'23"	10.24'	S81°12'19"E	10.24'
C28	77.00'	24°40'12"	33.15'	S65°03'31"E	32.90'
C29	77.00'	24°40'12"	33.15'	S40°23'19"E	32.90'
C30	77.00'	24°40'12"	33.15'	S15°43'07"E	32.90'
C31	77.00'	8°22'01"	11.24'	S00°48'00"W	11.23'
C43	500.00'	4°00'06"	34.92'	S06°59'03"W	34.91'
C44	101.00'	17°09'58"	30.26'	N13°33'59"E	30.15'
C45	101.00'	21°17'47"	37.54'	N32°47'52"E	37.33'
C49	106.00'	29°02'01"	53.71'	S07°48'12"W	53.14'
C59	86.00'	29°02'01"	43.58'	S07°48'12"W	43.11'
C156	25.00'	90°00'00"	39.27'	N44°31'24"E	35.36'
C164	49.00'	23°55'48"	20.47'	N16°56'54"E	20.32'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44°54'01"W	42.15'
L2	S45°06'04"E	42.70'
L3	S48°03'18"E	17.13'
L4	S85°01'00"E	25.00'



JOHNSTON'S SURVEYING INC.
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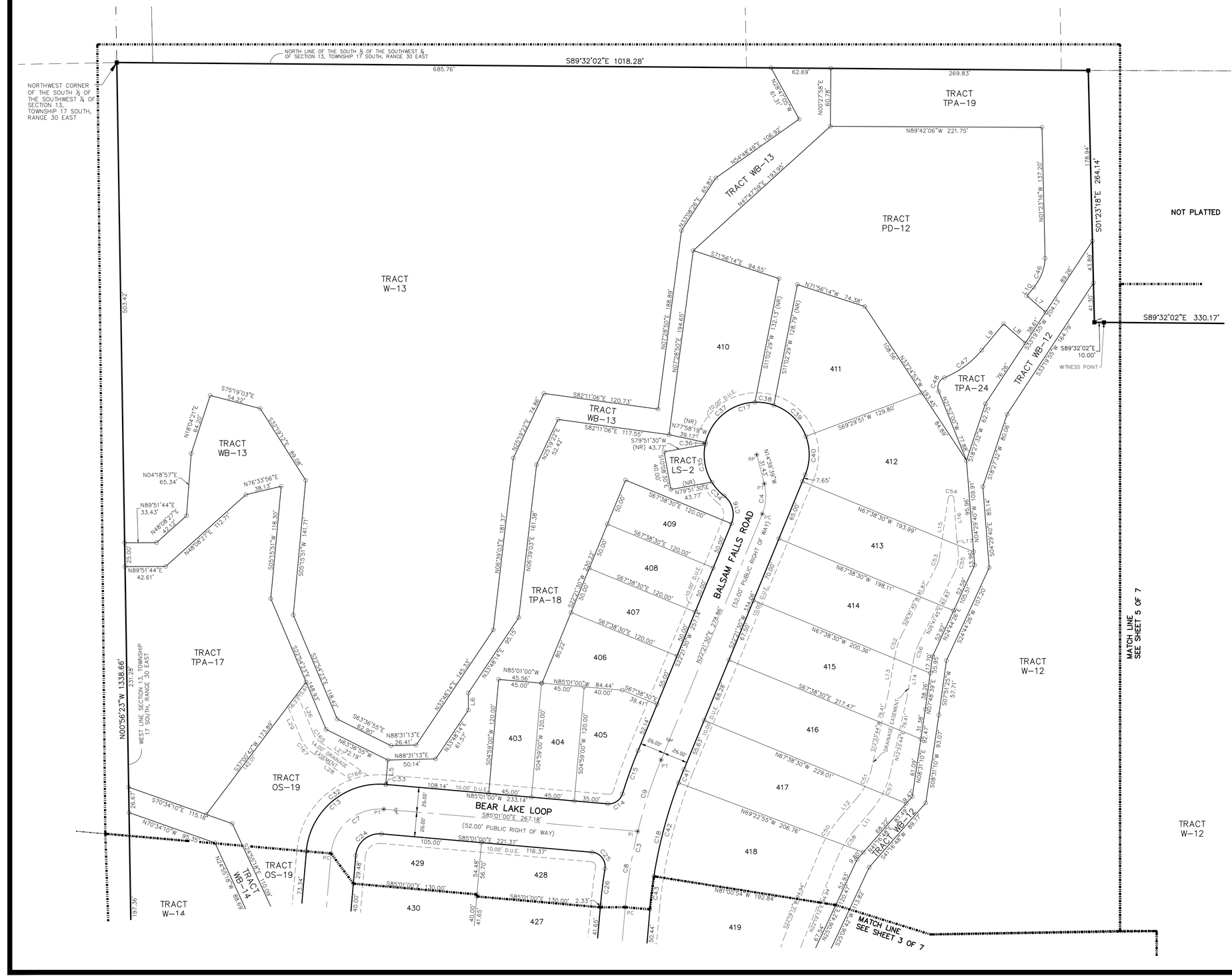
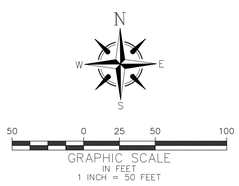
LAKEWOOD PARK PHASE 3

SECTIONS 13 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK:_____ PAGE:_____





CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C3	526.00'	17°22'30"	159.51'	S13°40'15"W	158.90'
C4	50.00'	37°01'08"	32.31'	N03°50'55"E	31.75'
C7	51.00'	90°00'00"	80.11'	S49°59'00"W	72.12'
C8	526.00'	8°47'21"	80.69'	S09°22'40"W	80.61'
C9	526.00'	8°35'09"	78.82'	S18°03'55"W	78.75'
C13	77.00'	90°00'00"	120.95'	S49°59'00"W	108.89'
C14	15.00'	77°38'23"	20.33'	N56°09'49"E	18.81'
C15	552.00'	5°00'52"	48.31'	S19°51'03"W	48.30'
C16	25.00'	74°02'17"	32.31'	N14°39'39"W	30.10'
C17	55.00'	254°02'17"	243.86'	S75°20'21"W	87.83'
C18	500.00'	17°22'30"	151.62'	S13°40'15"W	151.04'
C24	25.00'	90°00'00"	39.27'	S49°59'00"W	35.36'
C25	15.00'	93°58'54"	24.60'	N38°01'33"W	21.94'
C26	552.00'	3°58'54"	38.36'	S06°58'27"W	38.35'
C32	77.00'	89°50'47"	120.74'	S49°54'23"W	108.75'
C33	77.00'	0°09'13"	0.21'	N85°05'37"W	0.21'
C34	55.00'	20°12'52"	19.40'	S41°34'21"E	19.30'
C35	55.00'	42°38'51"	40.94'	S10°08'30"E	40.00'
C36	55.00'	2°17'16"	2.20'	S12°19'33"W	2.20'
C37	55.00'	74°35'18"	71.60'	S50°45'50"W	66.65'
C38	55.00'	20°58'17"	20.13'	N81°27'22"W	20.02'
C39	55.00'	50°28'05"	48.45'	N45°44'11"W	46.89'
C40	55.00'	42°51'38"	41.14'	N00°55'40"E	40.19'
C41	500.00'	1°44'24"	15.19'	S21°29'17"W	15.18'
C42	500.00'	11°37'59"	101.52'	S14°48'06"W	101.34'
C43	500.00'	4°00'06"	34.92'	S06°59'03"W	34.91'
C46	52.00'	36°44'04"	33.34'	N21°15'38"E	32.77'
C47	100.00'	28°07'14"	49.08'	N53°41'17"E	48.59'
C48	11.00'	91°36'17"	17.59'	S21°56'46"W	15.77'
C50	131.00'	18°16'56"	41.80'	S31°27'40"W	41.62'
C51	69.00'	28°02'24"	33.77'	N26°34'56"E	33.43'
C52	81.00'	16°41'17"	23.59'	S18°21'07"W	23.51'
C53	25.00'	18°13'12"	7.95'	N17°35'09"E	7.92'
C54	3.00'	164°20'23"	8.60'	N85°59'31"W	5.94'
C55	39.00'	33°39'36"	22.91'	N09°51'57"E	22.58'
C56	61.00'	16°41'17"	17.77'	S18°21'07"W	17.70'
C57	89.00'	28°02'24"	43.56'	N26°34'56"E	43.12'
C58	111.00'	18°16'56"	35.42'	S31°27'40"W	35.27'
C165	20.00'	32°36'07"	11.38'	S38°39'39"E	11.23'
C166	87.00'	12°11'51"	18.52'	S75°48'36"W	18.49'
C167	34.00'	32°36'07"	19.35'	S38°39'39"E	19.09'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	N04°49'47"E	25.67'
L6	N00°10'51"W	17.89'
L7	N48°39'16"W	26.18'
L8	S48°39'16"E	30.41'
L9	N39°37'40"E	35.90'
L10	N39°37'40"E	11.34'
L11	N40°36'08"E	27.51'
L12	S40°36'08"W	27.51'
L13	S10°00'28"W	41.15'
L14	N10°00'28"E	41.15'
L15	S08°28'33"W	63.46'
L16	N03°49'20"W	41.99'
L17	N06°57'51"W	13.98'
L26	S22°21'36"E	45.08'
L27	S54°57'43"E	61.10'
L28	N54°57'43"W	49.03'
L29	N22°21'36"W	36.79'

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LAKEWOOD PARK PHASE 3

SECTIONS 13 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

MAP BOOK:_____ PAGE:_____

SHEET 5 OF 7

N
W E
S

50 0 25 50 100
GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

NOT PLATTED

S89°32'02"E 330.17'
320.17'

CORNER FALLS IN WATER (NOTHING FOUND OR SET)

S01°21'49"E 434.18'

NOT PLATTED

NOT PLATTED

MATCH LINE
SEE SHEET 4 OF 7

TRACT W-12

TRACT W-12

TRACT W-12

TRACT WB-12

TRACT WB-12

S35°19'55"W 358.61'
S35°19'55"W 204.13'
S35°19'55"W 164.79'
89.26'
41.30'
S89°32'02"E 10.00'
WITNESS POINT

CORNER FALLS IN WATER (NOTHING FOUND OR SET)

S89°35'56"E 444.79'
418.64'

WITNESS POINT
26.15'
N15°38'16"W 59.00'
S16°38'35"E 56.27'
N05°42'10"E 59.92'
S05°42'10"W 64.93'
N06°02'08"E 77.72'
S06°02'08"W 82.90'
N20°07'44"E 88.66'
N29°07'44"E 77.11'
S29°07'44"W 94.19'
WESTERLY BOUNDARY
EXHIBIT "B"
O.R.B. 8423, PAGE 442
N40°09'24"E 100.83'
S31°32'26"W 79.52'
N46°35'12"E 61.55'
S40°09'24"W 104.12'
S46°35'12"W 71.00'

NOT PLATTED
(EXHIBIT "B" O.R.B. 8423, PAGE 442)

N50°35'46"E 113.15'
N29°24'01"E 73.31'
N47°04'38"E 58.64'
S88°04'27"E 111.46'
S68°56'58"E 80.87'
S69°50'58"E 86.10'
N82°13'52"E 131.17'
S81°43'16"W 200.20'
N71°55'50"W 91.35'
S81°58'43"W 145.51'
S50°56'03"W 207.63'

NOT PLATTED

MATCH LINE
SEE SHEET 6 OF 7

JOHNSTON'S SURVEYING INC.
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LAKEWOOD PARK PHASE 3

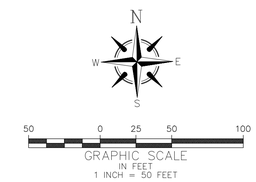
SECTIONS 13 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

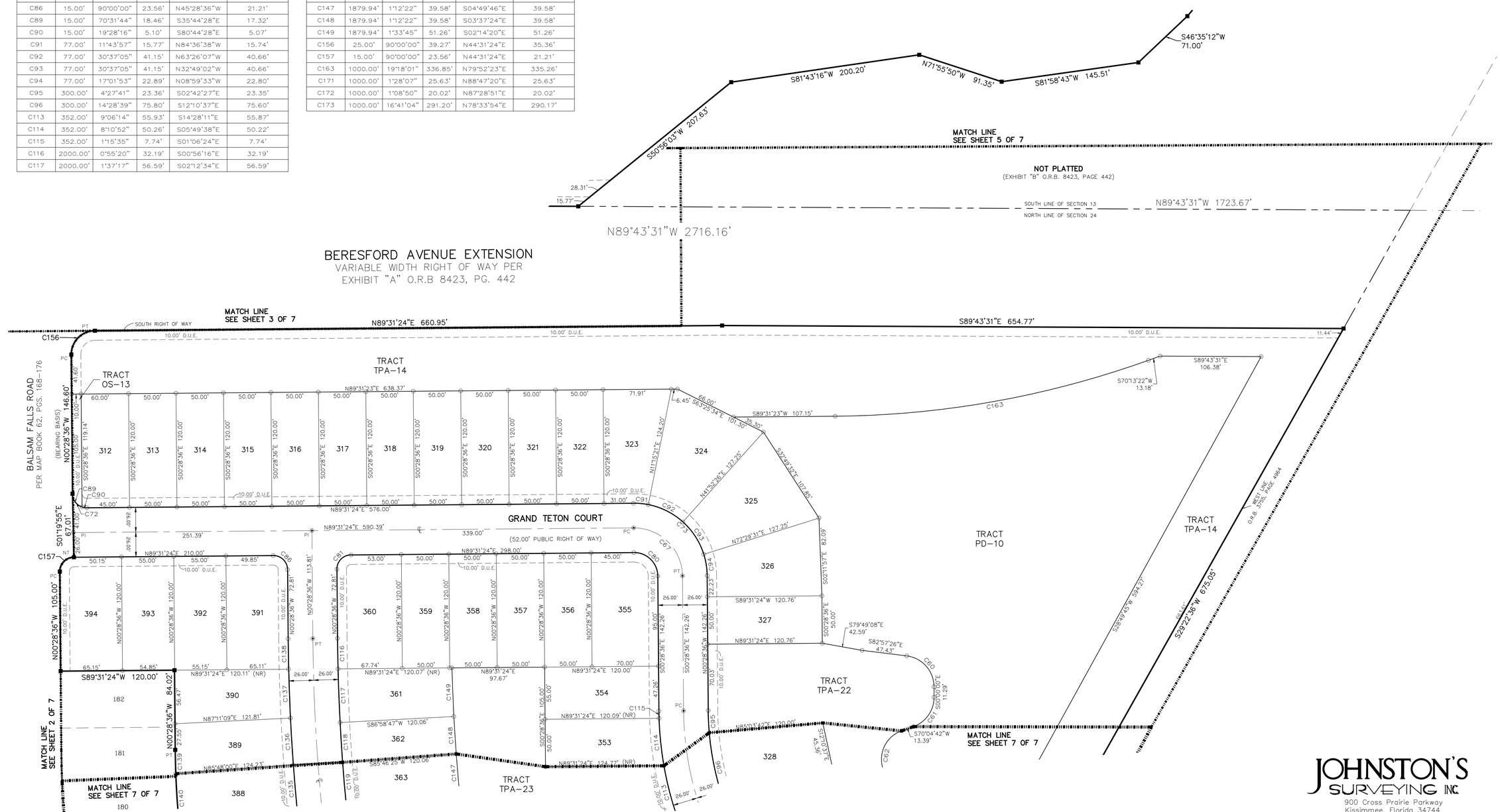
MAP BOOK:_____ PAGE:_____

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C60	32.72'	82°57'26"	47.37'	N41°28'43"W	43.34'
C61	32.75'	70°04'42"	40.06'	N35°02'21"E	37.61'
C62	32.00'	122°38'33"	68.50'	S08°45'25"W	56.15'
C67	51.00'	90°00'00"	80.11'	N45°28'36"W	72.12'
C72	15.00'	90°00'00"	23.56'	S45°28'36"E	21.21'
C73	77.00'	90°00'00"	120.95'	N45°28'36"W	108.89'
C80	25.00'	90°00'00"	39.27'	N45°28'36"W	35.36'
C81	15.00'	90°00'00"	23.56'	S44°31'24"W	21.21'
C86	15.00'	90°00'00"	23.56'	N45°28'36"W	21.21'
C89	15.00'	70°31'44"	18.46'	S35°44'28"E	17.32'
C90	15.00'	19°28'16"	5.10'	S80°44'28"E	5.07'
C91	77.00'	11°43'57"	15.77'	N84°36'38"W	15.74'
C92	77.00'	30°37'05"	41.15'	N63°26'07"W	40.66'
C93	77.00'	30°37'05"	41.15'	N32°49'02"W	40.66'
C94	77.00'	17°01'53"	22.89'	N08°59'33"W	22.80'
C95	300.00'	4°27'41"	23.36'	S02°42'27"E	23.35'
C96	300.00'	14°28'39"	75.80'	S12°10'37"E	75.60'
C113	352.00'	9°06'14"	55.93'	S14°28'11"E	55.87'
C114	352.00'	8°10'52"	50.26'	S05°49'38"E	50.22'
C115	352.00'	1°15'35"	7.74'	S01°06'24"E	7.74'
C116	2000.00'	0°55'20"	32.19'	S00°56'16"E	32.19'
C117	2000.00'	1°37'17"	56.59'	S02°12'34"E	56.59'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C118	2000.00'	1°12'22"	42.11'	S03°37'24"E	42.10'
C119	2000.00'	1°12'22"	42.11'	S04°49'46"E	42.10'
C135	2052.00'	1°23'09"	49.64'	S04°53'35"E	49.63'
C136	2052.00'	1°23'09"	49.64'	S03°30'25"E	49.63'
C137	2052.00'	1°26'19"	51.52'	S02°05'41"E	51.52'
C138	2052.00'	0°53'56"	32.19'	S00°55'34"E	32.19'
C139	880.00'	1°38'07"	25.12'	S01°17'40"E	25.12'
C140	880.00'	3°25'45"	52.67'	S03°49'36"E	52.66'
C147	1879.94'	1°12'22"	39.58'	S04°49'46"E	39.58'
C148	1879.94'	1°12'22"	39.58'	S03°37'24"E	39.58'
C149	1879.94'	1°33'45"	51.26'	S02°14'20"E	51.26'
C156	25.00'	90°00'00"	39.27'	N44°31'24"E	35.36'
C157	15.00'	90°00'00"	23.56'	N44°31'24"E	21.21'
C163	1000.00'	19°18'01"	336.85'	N79°52'23"E	335.26'
C171	1000.00'	1°28'07"	25.63'	N88°47'20"E	25.63'
C172	1000.00'	1°08'50"	20.02'	N87°28'51"E	20.02'
C173	1000.00'	16°41'04"	291.20'	N78°33'54"E	290.17'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L23	S00°02'25"E	30.00'
L24	N00°03'38"W	30.00'
L36	S00°14'32"W	94.38'
L37	S00°14'32"W	93.41'





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LAKEWOOD PARK PHASE 3

SECTIONS 13 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

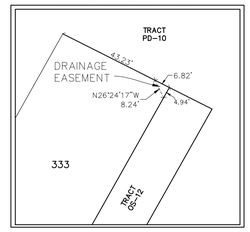
MAP BOOK:_____ PAGE:_____

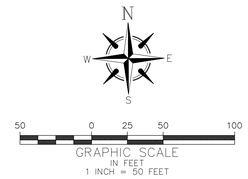
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C61	32.75'	70°04'42"	40.06'	N35°02'21"E	37.61'
C62	32.00'	122°38'33"	68.50'	S08°45'25"W	56.15'
C63	100.00'	15°45'03"	27.49'	N44°41'20"W	27.40'
C64	4.32'	65°47'49"	4.96'	S04°41'43"E	4.69'
C65	1879.94'	8°47'40"	288.56'	S05°51'18"E	288.27'
C66	472.25'	38°31'19"	317.51'	S38°16'57"E	311.56'
C68	326.00'	60°09'07"	342.25'	S30°33'10"E	326.75'
C69	526.00'	16°23'04"	150.42'	S21°10'45"W	149.90'
C70	2026.00'	10°16'45"	363.47'	S05°36'59"E	362.99'
C71	266.00'	7°16'39"	33.79'	N07°07'02"W	33.76'
C74	300.00'	60°09'07"	314.95'	S30°33'10"E	300.69'
C75	15.00'	90°00'00"	23.56'	S74°22'17"W	21.21'
C76	500.00'	16°23'04"	142.98'	S21°10'45"W	142.50'
C77	552.00'	11°40'36"	112.50'	S23°31'59"W	112.30'
C78	15.00'	90°00'00"	23.56'	N15°37'43"W	21.21'
C79	352.00'	60°09'07"	369.55'	S30°33'10"E	352.81'
C82	2000.00'	10°16'45"	358.81'	S05°36'59"E	358.33'
C83	25.00'	82°06'29"	35.83'	S48°34'35"E	32.84'
C84	25.00'	97°32'51"	42.56'	N38°16'26"E	37.61'
C85	2052.00'	10°16'45"	368.14'	S05°36'59"E	367.64'
C87	292.00'	3°14'00"	16.48'	N09°08'21"W	16.48'
C88	240.00'	0°15'21"	1.07'	N10°37'40"W	1.07'
C95	300.00'	4°27'41"	23.36'	S02°42'27"E	23.35'
C96	300.00'	14°28'39"	75.80'	S12°10'37"E	75.60'
C97	300.00'	14°28'39"	75.80'	S26°39'16"E	75.60'
C98	300.00'	14°28'39"	75.80'	S41°07'55"E	75.60'
C99	300.00'	12°15'28"	64.18'	S54°29'59"E	64.06'
C100	500.00'	1°36'14"	14.00'	S28°34'10"W	14.00'
C101	500.00'	8°49'27"	77.00'	S23°21'20"W	76.93'
C102	500.00'	5°57'24"	51.98'	S15°57'54"W	51.96'
C103	552.00'	5°22'53"	51.84'	S20°23'07"W	51.83'
C104	552.00'	5°03'01"	48.66'	S25°36'04"W	48.64'
C105	552.00'	1°14'43"	12.00'	S28°44'56"W	12.00'
C106	352.00'	4°09'42"	25.57'	S58°32'52"E	25.56'
C107	352.00'	6°14'27"	38.34'	S53°20'48"E	38.32'
C108	352.00'	6°14'27"	38.34'	S47°06'20"E	38.32'
C109	352.00'	6°14'27"	38.34'	S40°51'53"E	38.32'
C110	352.00'	6°14'27"	38.34'	S34°37'26"E	38.32'
C111	352.00'	6°14'27"	38.34'	S28°22'58"E	38.32'
C112	352.00'	6°14'27"	38.34'	S22°08'31"E	38.32'
C113	352.00'	9°06'14"	55.93'	S14°28'11"E	55.87'
C114	352.00'	8°10'52"	50.26'	S05°49'38"E	50.22'
C118	2000.00'	1°12'22"	42.11'	S03°37'24"E	42.10'
C119	2000.00'	1°12'22"	42.11'	S04°49'46"E	42.10'
C120	2000.00'	1°12'22"	42.11'	S06°02'09"E	42.10'
C121	2000.00'	1°12'22"	42.11'	S07°14'31"E	42.10'
C122	2000.00'	1°12'22"	42.11'	S08°26'54"E	42.10'
C123	2000.00'	1°13'52"	42.98'	S09°40'01"E	42.98'
C124	2000.00'	0°25'47"	15.00'	S10°29'51"E	15.00'
C125	2000.00'	0°02'37"	1.52'	S10°44'03"E	1.52'
C126	1750.00'	3°02'48"	93.06'	N88°06'26"W	93.05'
C127	1750.00'	1°35'29"	48.60'	S89°34'26"W	48.60'
C128	1750.00'	1°43'50"	52.86'	S87°54'46"W	52.86'
C129	1750.00'	3°01'04"	92.17'	S85°32'19"W	92.16'
C130	2052.00'	0°10'56"	6.52'	S10°39'53"E	6.52'
C131	2052.00'	1°06'26"	39.66'	S10°01'12"E	39.66'
C132	2052.00'	1°06'32"	39.71'	S08°54'44"E	39.71'
C133	2052.00'	1°23'09"	49.64'	S07°39'53"E	49.63'
C134	2052.00'	1°23'09"	49.64'	S06°16'44"E	49.63'
C135	2052.00'	1°23'09"	49.64'	S04°53'35"E	49.63'
C136	2052.00'	1°23'09"	49.64'	S03°30'25"E	49.63'
C139	880.00'	1°38'07"	25.12'	S01°17'40"E	25.12'
C140	880.00'	3°25'45"	52.67'	S03°49'36"E	52.66'
C141	880.00'	3°25'45"	52.67'	S07°15'21"E	52.66'
C142	880.00'	1°47'08"	27.42'	S09°51'47"E	27.42'
C143	1879.94'	1°12'03"	39.40'	S09°39'07"E	39.40'
C144	1879.94'	1°12'22"	39.58'	S08°26'54"E	39.58'
C145	1879.94'	1°12'22"	39.58'	S07°14'31"E	39.58'
C146	1879.94'	1°12'22"	39.58'	S06°02'09"E	39.58'
C147	1879.94'	1°12'22"	39.58'	S04°49'46"E	39.58'
C148	1879.94'	1°12'22"	39.58'	S03°37'24"E	39.58'
C150	472.25'	6°14'27"	51.44'	S22°08'31"E	51.41'
C151	472.25'	6°14'27"	51.44'	S28°22'58"E	51.41'
C152	472.25'	6°14'27"	51.44'	S34°37'26"E	51.41'
C153	472.25'	6°14'27"	51.44'	S40°51'53"E	51.41'
C154	472.25'	6°14'27"	51.44'	S47°06'20"E	51.41'
C155	472.25'	7°19'02"	60.31'	S53°53'05"E	60.27'
C158	880.00'	10°16'45"	157.88'	N05°36'58"W	157.67'
C159	1750.00'	9°23'11"	286.69'	N88°43'23"E	286.37'
C160	552.00'	4°42'28"	45.36'	N15°20'27"E	45.34'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C161	15.00'	88°40'08"	23.21'	N31°20'51"W	20.97'
C162	1750.00'	3°27'08"	105.44'	N73°57'22"W	105.42'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L18	N85°29'08"W	82.99'
L19	N83°51'45"W	52.98'
L20	N82°14'22"W	52.98'
L21	N80°36'59"W	52.98'
L22	N78°59'36"W	66.99'

DETAIL SCALE: 1" = 30'







JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

APPROVED
PSB20-032.002
7/7/2023

Fire - Jamie Lunsford - Completed - 6/27/2023
Engineering - Ray Bahrami - Completed - 7/6/2023
Utilities - Jim Ailes - Completed - 6/30/2023
Planning - Belinda Collins - Completed - 7/6/2023
Forestry - Marielen Calabro - Completed - 7/6/2023

PHASE 3 NORTH

PHASE 3 SOUTH

PHASE 1

PHASE 2

PHASE 2

BERESFORD AVENUE

TEMPORARY TURN AROUND

OFF-SITE IMPROVEMENTS TO BE COMPLETED WITH PHASE 3 (3)

OFF-SITE IMPROVEMENTS TO BE COMPLETED WITH PHASE 1 (3)

OFF-SITE IMPROVEMENTS TO BE COMPLETED WITH PHASE 2 (3)

(2) 327/– TEMPORARY CUL-DE-SAC N.T.S.

(4)

327/– TEMPORARY TURN AROUND (TYP.)

NOTE: ADDED TEMPORARY TURN AROUND FOR PHASE 1 (2)

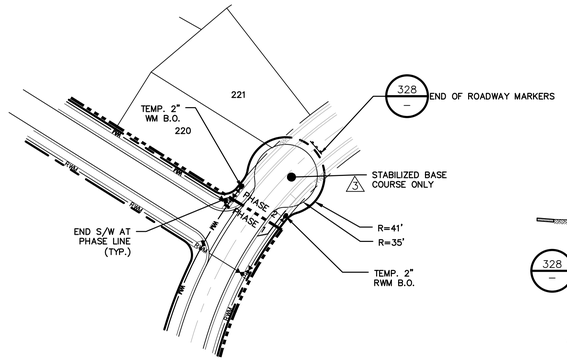
GRAPHIC SCALE

200 0 100 200 400 800

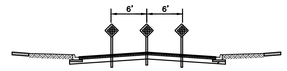
(IN FEET)
1 inch = 200 ft.

PHASE HATCH LEGEND

- PHASE 1
- PHASE 2
- PHASE 3 SOUTH
- PHASE 3 NORTH
- BERESFORD AVENUE



NINE 3" RED REFLECTORS MOUNTED SYMMETRICALLY ON A 18" DIAMOND REFLECTORIZED RED PANEL



328/– END OF ROADWAY MARKERS N.T.S.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PHASING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

CERTIFICATE OF AUTHORIZATION NO. EB-0007723

CHADWYCK H. MOORHEAD, P.E. No. 61781 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been electronically signed and sealed by Chadwyck H. Moorhead, P.E. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Chadwyck H. Moorhead
DN: c=US, o=Madden Moorhead and Stokes LLC, dnQualifier=A01410D0000001814A58C4920002F522, cn=Chadwyck H Moorhead
Date: 2023.05.02 13:32:32 -04'00'

	DATE	REVISIONS
1	04/20/20	ADDED SHEET PER CITY OF DELAND COMMENTS
2	08/12/20	REVISED PER CITY OF DELAND COMMENTS
3	08/27/20	REVISED PER CITY OF DELAND COMMENTS
4	04/25/23	REVISED PER CITY OF DELAND COMMENTS
5		
6		
7		
8		
9		
10		
11		

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 200'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C005

H:\Data\19040 Lakewood Park\Eng\final\19040_C005 - PHASING PLAN_recover.dwg April 26, 2023 2:58 PM

APPROVED
PSB20-032
6/23/2022

PHASE HATCH LEGEND

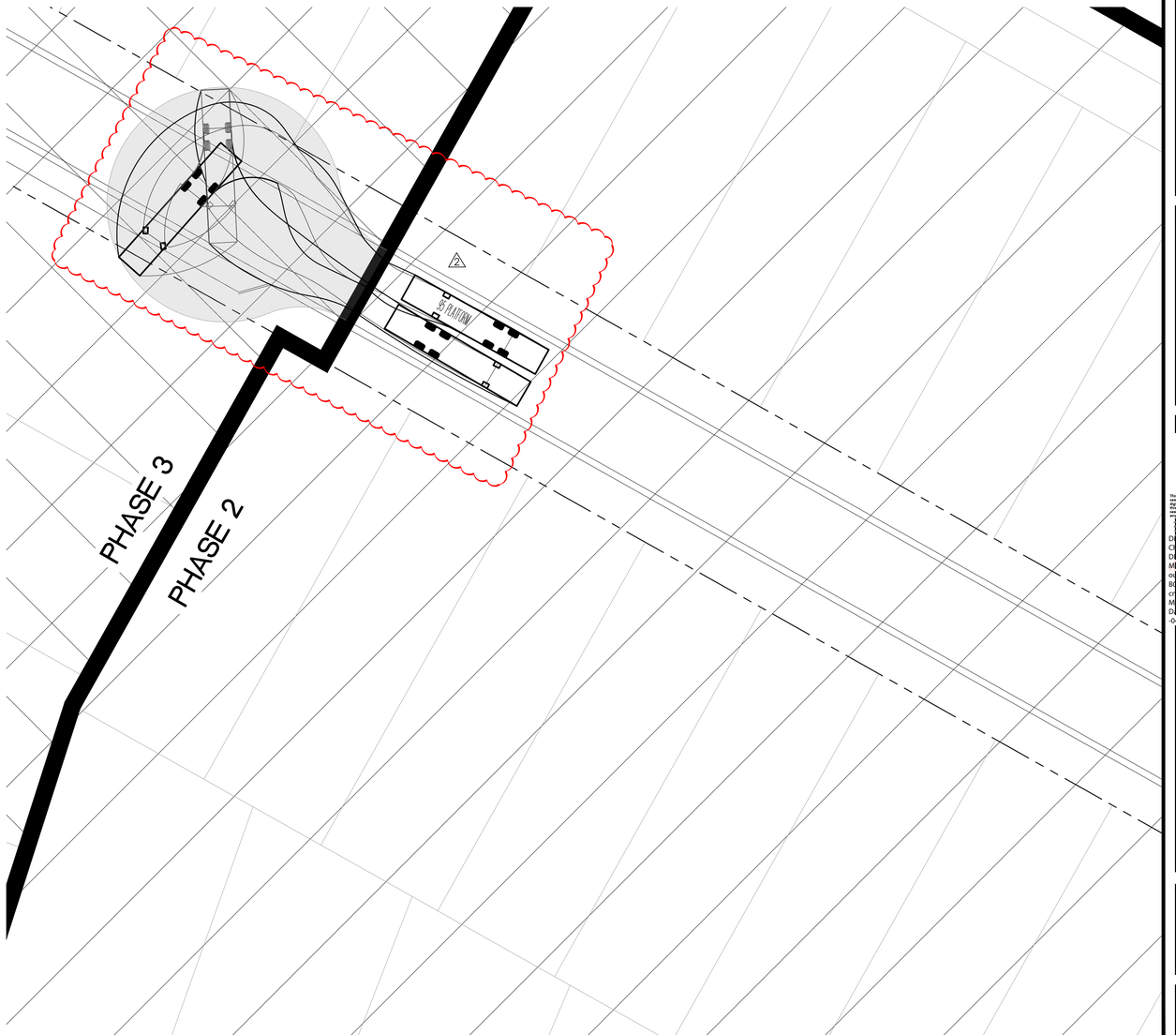
PHASE 2

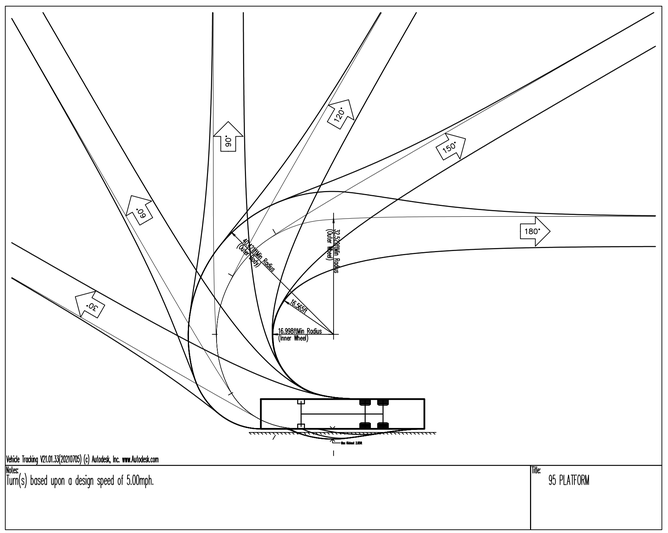
PHASE 3

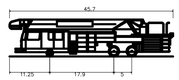
GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.







95 PLATFORM
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Max Steering Angle (Virtual)

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PHASING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(515) 519-5866

CHADWYCK H. MOORHEAD
No. 61781
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

This item has been electronically signed and sealed by Chadwyck H. Moorhead, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Chadwyck H Moorhead
DN: cn=Chadwyck H Moorhead, o=MADDEN MOORHEAD & STOKES, ou=A01410D0000010D5E4, email=chad@maddenengineering.com, c=US
Date: 2022.05.02 14:09:05 -04'00'

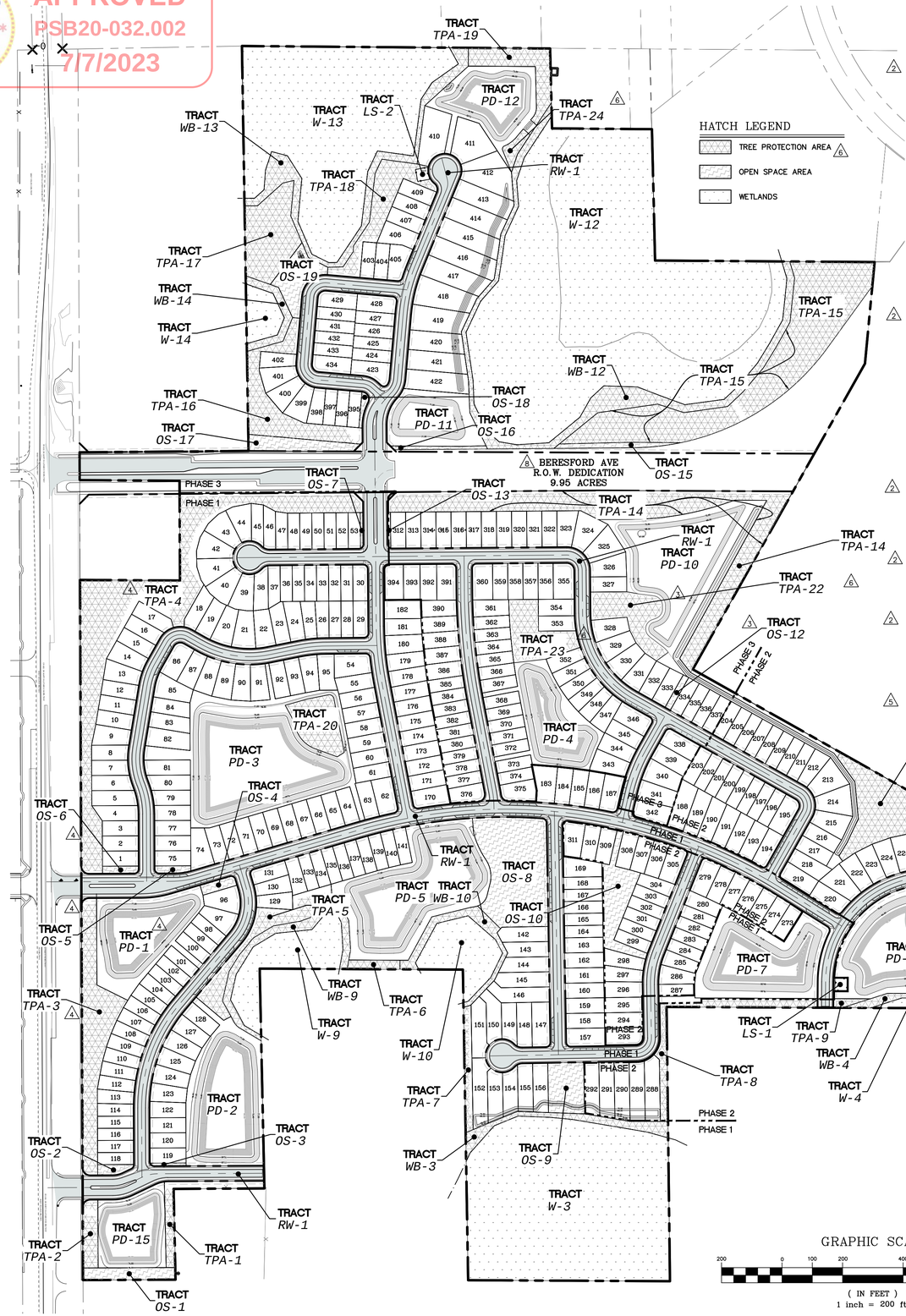
	DATE	REVISIONS
1	04/25/22	ADDED SHEET PER CITY OF DELAND COMMENTS
2	05/02/22	REVISED PER CITY OF DELAND COMMENTS
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 200'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C005.1

H:\Data\19040\Eng\Final\19040_C005 - PHASING PLAN.dwg May 2, 2022 10:03 AM

APPROVED
PSB20-032.002
7/7/2023


TRACT TPA-19
TRACT PD-12
TRACT TPA-24
TRACT WB-13
TRACT W-13
TRACT LS-2
TRACT RW-1
TRACT TPA-18
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TRACT TPA-17
TRACT OS-19
TRACT WB-14
TRACT W-14
TRACT TPA-15
TRACT WB-12
TRACT TPA-16
TRACT OS-18
TRACT PD-11
TRACT OS-16
TRACT OS-17
BERESFORD AVE R.O.W. DEDICATION 9.95 ACRES
TRACT OS-15
PHASE 3
PHASE 1
TRACT OS-7
TRACT OS-13
TRACT TPA-14
TRACT RW-1
TRACT PD-10
TRACT TPA-14
TRACT TPA-4
TRACT TPA-22
TRACT OS-12
TRACT TPA-23
PHASE 3
PHASE 2
TRACT PD-4
TRACT TPA-21
TRACT TPA-20
TRACT PD-3
TRACT OS-4
TRACT OS-6
TRACT RW-1
TRACT OS-8
TRACT PD-5
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TRACT OS-5
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TRACT WB-9
TRACT TPA-6
TRACT TPA-3
TRACT W-9
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TRACT TPA-7
TRACT WB-3
TRACT OS-9
TRACT W-3
TRACT PD-2
TRACT OS-3
TRACT OS-2
TRACT RW-1
TRACT PD-15
TRACT TPA-1
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TRACT OS-1
TRACT TPA-13
TRACT PD-9
TRACT PD-8
TRACT W-5
TRACT TPA-11
TRACT OS-11
TRACT TPA-12
TRACT WB-5
TRACT LS-1
TRACT TPA-9
TRACT WB-4
TRACT W-4
TRACT TPA-10
TRACT TPA-8
PHASE 2
PHASE 1
PHASE 2
PHASE 1
PHASE 2
PHASE 1

APPROVED
PSBC-032
6/23/2021

MATCH LINE - SEE SHEET C208

MATCH LINE - SEE SHEET C203

MATCH LINE - SEE SHEET C201

MATCH LINE - SEE SHEET C206

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

TYPICAL UTILITY LEGEND	
	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE
WM	WATER MAIN
RWM	RECLAIM WATER MAIN

90°
5'
4'
270°

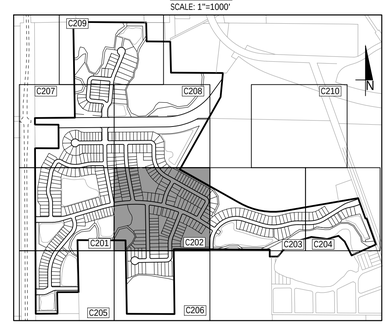
NOTES:
1. NO OBSTRUCTIONS SHALL BE PLACED WITHIN A 4' CLEARANCE DISTANCE FROM THE REAR AND SIDES OF A FIRE HYDRANT.
2. NO OBSTRUCTIONS SHALL BE PLACED OR GROWN IN FRONT OF A FIRE HYDRANT.

FIRE HYDRANT CLEARANCE DETAIL

NOTES:

1. VALVES SHALL NOT BE LOCATED IN SIDEWALKS OR CURBS.
2. DELETED.
3. ALL WM AND RWM SERVICES UNDER THE ROADWAY SHALL BE INSTALLED IN 2" SCHEDULE 40 PVC CASING PIPE.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

UTILITY PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32801
(561) 519-5966

	DATE	REVISIONS
1	04/20/20	REVISED PER CITY OF DELAND COMMENTS
2	05/26/20	REVISED PER SJRWMD COMMENTS
3	08/13/20	REVISED PER OC
4	08/14/20	REVISED PER CITY OF DELAND COMMENTS
5	09/04/20	REVISED PER CITY OF DELAND COMMENTS
6	09/29/20	REVISED PER CITY OF DELAND COMMENTS
7	10/21/20	REVISED PER DEP COMMENTS
8	09/14/21	REVISED PER PRE COMMENTS
9	11/02/21	REVISED PER OC
10		
11		

JOB #	19040
DATE:	02/17/2020
SCALE:	1" = 60'
DESIGNED BY:	TTB
DRAWN BY:	RJS
APPROVED BY:	CHM

C202

This item has been electronically signed and sealed by Christopher H. Madden, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

STATE OF FLORIDA
CHRISTOPHER H. MADDEN
No. 61781
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

Digitally signed by Christopher H. Madden
Moorhead & Stokes LLC, o=Moorhead & Stokes LLC, ou=A01410D000001767E2B0F700000448, cn=Christopher H. Madden
Moorhead & Stokes LLC
Date: 2021.11.12 14:16:06 -05'00'

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APPROVED
PSB20-032
6/23/2022

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

MATCH LINE - SEE SHEET C202

MATCH LINE - SEE SHEET C204

PROPERTY BOUNDARY (TYP.)

TPA-21
3.51 A.C.

PD-8
4.47 A.C.

POND 8

PROPOSED LIFT STATION 1
GENERATOR/FUEL TANK
ODOR CONTROL UNIT

WB-4
0.18 A.C.

W-4 WETLAND 4
0.14 A.C.

TPA-9
0.05 A.C.

TPA-10
0.19 A.C.

TPA-11
0.44 A.C.

OS-11
0.24 A.C.

WETLAND 5

TATUM LAKE

WETLAND BUFFER

WETLAND LINE

ROAD A

ROAD J

SAN MH #32

SAN MH #33

SAN MH #34

SAN MH #35

SAN MH #36

SAN MH #37

SAN MH #38

SAN MH #69

P3332 TO BE CONSTRUCTED WITH PHASE 1

P3333 TO BE CONSTRUCTED WITH PHASE 2

PHASE 1: TEMPORARY 2"BO
PHASE 2: REMOVE BO & CONNECT

6"RWM TEE (2)6" GV

6"FM

8"WM

8"GV

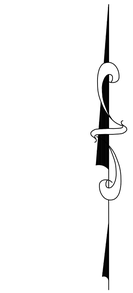
6"RWM

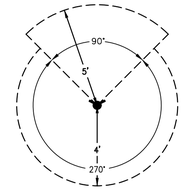
10.0' U.E.

FH ASSEMBLY

TYPICAL UTILITY LEGEND

	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE
WM	WATER MAIN
RWM	RECLAIM WATER MAIN



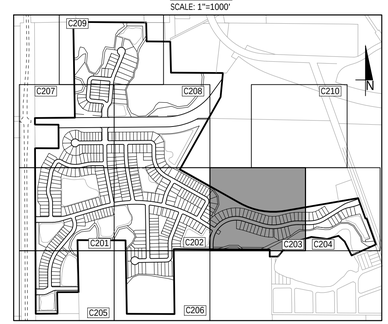


NOTES:
1. NO OBSTRUCTIONS SHALL BE PLACED WITHIN A 4' CLEARANCE DISTANCE FROM THE REAR AND SIDES OF A FIRE HYDRANT.
2. NO OBSTRUCTIONS SHALL BE PLACED OR GROWN IN FRONT OF A FIRE HYDRANT.

FIRE HYDRANT CLEARANCE DETAIL

NOTES:
1. VALVES SHALL NOT BE LOCATED IN SIDEWALKS OR CURBS.
2. DELETED.
3. ALL WM AND RWM SERVICES UNDER THE ROADWAY SHALL BE INSTALLED IN 2" SCHEDULE 40 PVC CASING PIPE.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
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431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

UTILITY PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

CHADWYCK H. MOORHEAD
LICENSE
No. 61781
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

Digitally signed by Chadwyck H Moorhead
DN: c=US, o=Madden, Moorhead & Stokes, ou=A01410D0000016D270000421, cn=Chadwyck H Moorhead
Date: 2021.12.01 14:16:17 -05'00'

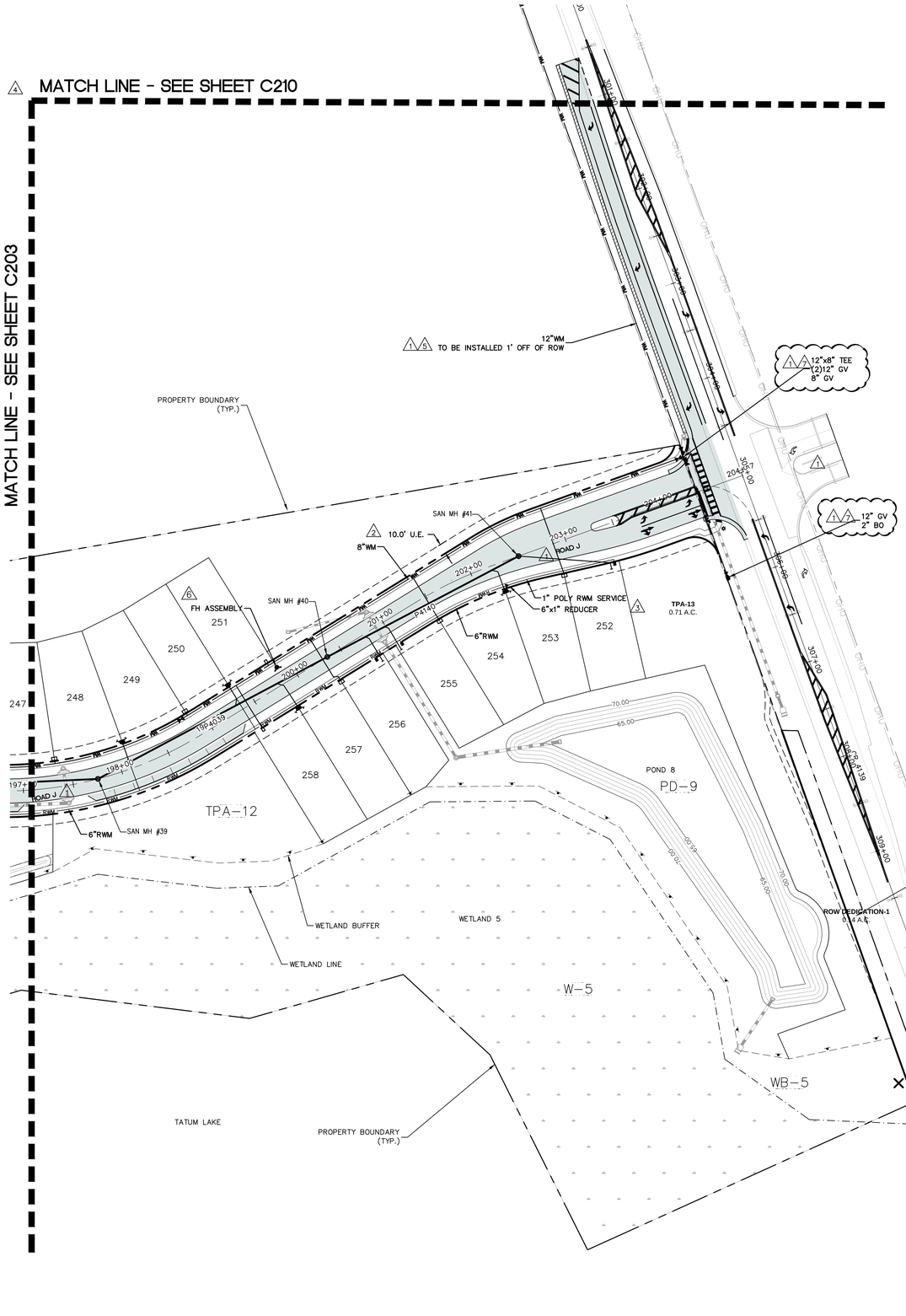
	DATE	REVISIONS
1	04/20/20	REVISED PER CITY OF DELAND COMMENTS
2	06/14/20	REVISED PER CITY OF DELAND COMMENTS
3	08/26/20	REVISED PER CITY OF DELAND COMMENTS
4	09/29/20	REVISED PER CITY OF DELAND COMMENTS
5	11/20/21	REVISED PER SJC
6		
7		
8		
9		
10		
11		

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C203

H:\Data\19040\Eng\Final\19040_C201 - UTILITY PLAN.dwg December 2, 2021 9:31 AM

APPROVED
PSB20-032
6/23/2022

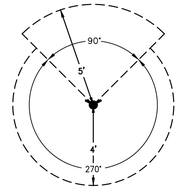


GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

TYPICAL UTILITY LEGEND	
	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE
WM	WATER MAIN
RWM	RECLAIM WATER MAIN



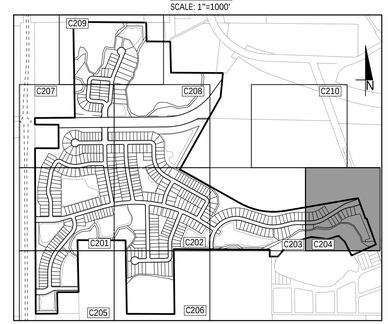
NOTES:
1. NO OBSTRUCTIONS SHALL BE PLACED WITHIN A 4' CLEARANCE DISTANCE FROM THE REAR AND SIDES OF A FIRE HYDRANT.
2. NO OBSTRUCTIONS SHALL BE PLACED OR GROWN IN FRONT OF A FIRE HYDRANT.

FIRE HYDRANT CLEARANCE DETAIL

NOTES:

1. VALVES SHALL NOT BE LOCATED IN SIDEWALKS OR CURBS.
2. DELETED.
3. ALL WM AND RWM SERVICES UNDER THE ROADWAY SHALL BE INSTALLED IN 2" SCHEDULE 40 PVC CASING PIPE.

KEYMAP
SCALE: 1"=1000'



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431 E. Horatio Avenue
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UTILITY PLAN
FOR
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CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
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STATE OF FLORIDA
CHADWYCK H. MOORHEAD
No. 61781
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

This item has been electronically signed and sealed by Chadwyck H. Moorhead, P.E. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Chadwyck H. Moorhead
DN: c=US, o=Madden, Moorhead and Stokes, llc, ou=A01410D0000016E6C6DA0A1700004426, cn=Chadwyck H Moorhead
Date: 2021.11.14 16:27:05'00'

NO.	DATE	REVISIONS
1	04/20/20	REVISED PER CITY OF DELAND COMMENTS
2	08/25/20	REVISED PER CITY OF DELAND COMMENTS
3	09/29/20	REVISED PER CITY OF DELAND COMMENTS
4	10/27/20	REVISED PER VOLUSIA COUNTY COMMENTS
5	11/02/20	REVISED PER DC
6	11/02/21	REVISED PER DC
7	11/23/21	REVISED PER VOLUSIA COUNTY COMMENTS
8		
9		
10		
11		

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C204

H:\Data\19040\Eng\Civil\19040_C201 - UTILITY PLAN.dwg December 2, 2021 9:31 AM

APPROVED
PSB20-032
6/23/2022

MATCH LINE - SEE SHEET C209

MATCH LINE - SEE SHEET C207

MATCH LINE - SEE SHEET C202

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

DIAMOND LAKE

WETLAND BUFFER

WETLAND LINE

POND 11

PD-11
1.16 A.C.

WB-12
1.50 A.C.

POND 10

PD-10
3.79 A.C.

TPA-14
3.49 A.C.

TPA-22
0.64 A.C.

TPA-23
0.67 A.C.

OS-15
0.14 A.C.

OS-14
0.05 A.C.

OS-12
0.06 A.C.

FUTURE BERESFORD AVENUE EXTENSION

ROAD I

ROAD E

PROPERTY BOUNDARY (TYP.)

PHASE 2

PHASE 3

P5354 TO BE CONSTRUCTED WITH PHASE 3

SAN MH #54 TO BE CONSTRUCTED WITH PHASE 2

8"x6"WM TEE
8" GV
6" GV

10' U.E.

10.0' U.E.

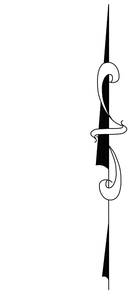
15' DRAINAGE EASEMENT AS PER O.R.B. 3936, PG. 1814

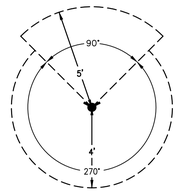
25' UTILITY EASEMENT AS PER O.R.B. 432, PG. 695

SOUTH LINE OF SECTION 13
NORTH LINE OF SECTION 24

TYPICAL UTILITY LEGEND

	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE
WM	WATER MAIN
RWM	RECLAIM WATER MAIN





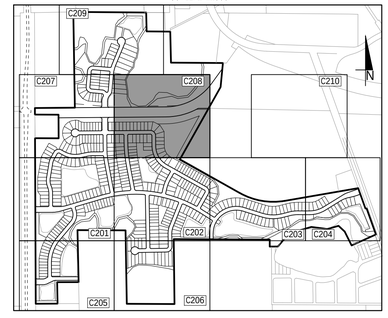
NOTES:
1. NO OBSTRUCTIONS SHALL BE PLACED WITHIN A 4' CLEARANCE DISTANCE FROM THE REAR AND SIDES OF A FIRE HYDRANT.
2. NO OBSTRUCTIONS SHALL BE PLACED OR GROWN IN FRONT OF A FIRE HYDRANT.

FIRE HYDRANT CLEARANCE DETAIL

NOTES:

1. VALVES SHALL NOT BE LOCATED IN SIDEWALKS OR CURBS.
2. DELETED.
3. ALL WM AND RWM SERVICES UNDER THE ROADWAY SHALL BE INSTALLED IN 2" SCHEDULE 40 PVC CASING PIPE.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

UTILITY PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND
FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32801
(513) 519-5866

	DATE	REVISIONS
1	04/20/20	REVISED PER CITY OF DELAND COMMENTS
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3	09/25/20	REVISED PER CITY OF DELAND COMMENTS
4	09/29/20	REVISED PER CITY OF DELAND COMMENTS
5	10/09/21	REVISED PER OC
6		
7		
8		
9		
10		
11		

JOB #	19040
DATE:	02/17/2020
SCALE:	1" = 60'
DESIGNED BY:	TTB
DRAWN BY:	RJS
APPROVED BY:	CHM

C208

CHADWYCK H. MOORHEAD
No. 61781
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

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Digitally signed by Chadwyck H. Moorhead
DN: c=US, st=Florida, l=Maitland, o=Madden, Moorhead and Stokes, LLC, ou=Civil Engineering, cn=Chadwyck H. Moorhead, email=chad@mmandseng.com, 0.9.2342.19200300.100.1.1=70004242
Date: 2021.12.14 14:16:36 -05'00'

H:\Data\19040\Eng\Final\19040_C201 - UTILITY PLAN.dwg December 2, 2021 9:32 AM

APPROVED
PSB20-032.000
7/7/2020

MATCH LINE - SEE SHEET C309

MATCH LINE - SEE SHEET C307

MATCH LINE - SEE SHEET C302

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

DIAMOND LAKE

3.41 A.C.

WB-12
1.50 A.C.

OS-15
0.14 A.C.

TPA-14
2.85 A.C.

PD-10
3.73 A.C.

POND 10

TPA-22
0.64 A.C.

TPA-23
0.67 A.C.

OS-12
0.04 A.C.

PD-11
1.16 A.C.

POND 11

POND 11

PD-4
C904

PD-11
C905

PD-10
C905

CS-11
FDOT TYPE C INLET
RIM: 76.17
INV OUT: 72.06 P-167

P-167 30 LF STS
18 HP @ 0.20%

MES #38
CONCRETE M.E.S.
INV IN: 72.00 P-167

STS STR #-123
FDOT TYPE C INLET
RIM =71.00
INV IN: 67.83 P-131

P-131 39 LF STS
24 RCP @ 2.50%

P-133 38 LF STS
RCP @ 0.20%

STS STR #-135
DOT TYPE 3 INLET

STS STR #J-41
FDOT STORM MANHOLE

WETLAND BUFFER

WETLAND LINE

25' UTILITY EASEMENT AS PER O.R.B. 432, PG. 695

STS STR #-213
FDOT TYPE C INLET
RIM =67.50
INV IN: 61.75 P-214

20' DRAINAGE EASEMENT

P-214 169 LF STS
24 RCP @ 0.75%

STS STR #J-200
FDOT STORM MANHOLE
RIM =71.37
INV IN: 63.02 P-213
INV OUT: 63.02 P-214

SOUTH LINE OF SECTION 13
NORTH LINE OF SECTION 24

15' DRAINAGE EASEMENT AS PER O.R.B. 3936, PG. 1814

STS STR #-206
(SEE OFF-SITE SHEET C511)

STS STR #-207
(SEE OFF-SITE SHEET C511)

STS STR #-208
(SEE OFF-SITE SHEET C511)

P-213 239 LF STS
24 RCP @ 0.20%

FUTURE BERESFORD AVENUE EXTENSION

STS STR #-210
(SEE OFF-SITE SHEET C511)

STS STR #-209
(SEE OFF-SITE SHEET C511)

STS STR #-204
(SEE OFF-SITE SHEET C511)

STS STR #-205
(SEE OFF-SITE SHEET C511)

P-204

P-205

P-206

P-207

P-208

P-209

CS-10
FDOT TYPE C INLET
RIM =70.30
INV OUT: 66.00 P-212

20' DRAINAGE EASEMENT

P-210 160 LF STS
30 RCP @ 0.20%

STS STR #-211
CONCRETE M.E.S.
INV IN: 67.02 P-210

STS STR #-212
FDOT TYPE E INLET
RIM: 69.00
INV IN: 65.75 P-212
INV OUT: 63.50 P-213

P-212 62 LF STS
24 RCP @ 0.40%

PROPERTY BOUNDARY
(TYP.)

O.R.B. 3755, PG. 4934

STS STR #-73
FDOT TYPE 4 INLET

STS STR #-76
FDOT TYPE 1 INLET

STS STR #-74
FDOT TYPE 4 INLET

STS STR #J-40
FDOT STORM MANHOLE

STS STR #-75
FDOT TYPE 1 INLET

STS STR #J-20
FDOT STORM MANHOLE

STS STR #-78
FDOT TYPE 4 INLET

STS STR #-77
FDOT TYPE 4 INLET

STS STR #-69
FDOT TYPE 4 INLET

STS STR #-70
FDOT TYPE 4 INLET

STS STR #J-21
FDOT STORM MANHOLE

STS STR #-79
FDOT TYPE 4 INLET

STS STR #-80
FDOT TYPE 4 INLET

P-91 165 LF STS
30 RCP @ 0.82%

MES #14
CONCRETE M.E.S.
INV IN: 67.50 P-91

STS STR #J-22
FDOT STORM MANHOLE

P-145 138 LF STS
36 RCP @ 0.20%

STS STR #J-34
FDOT STORM MANHOLE
RIM: 73.00
INV: 65.75 IN P-144
INV: 65.75 OUT P-145

P-144 133 LF STS
36 RCP @ 0.20%

STS STR #-117
FDOT TYPE D INLET
RIM =70.02
INV IN: 65.47 P-145

ROAD I

ROAD E

P-92

P-93

P-95

P-96

P-97

P-98

P-178

P-88

P-90

15' DRAINAGE EASEMENT

PHASE I

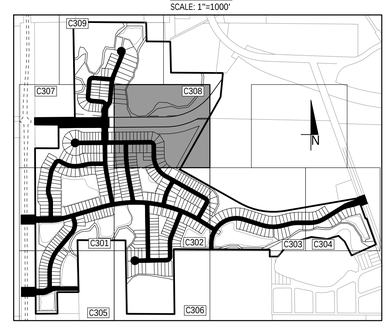
PHASE II

PROPERTY BOUNDARY
(TYP.)

O.R.B. 3755, PG. 4934

NOTE: ALL STORMWATER STRUCTURES AND PIPES WITHIN THE BERESFORD AVENUE RIGHT-OF-WAY WILL BE CONSTRUCTED WITH THE BERESFORD AVENUE IMPROVEMENTS. POND 10 AND ITS OUTFALL SYSTEM TO THE WETLAND TO THE NORTH WILL BE CONSTRUCTED WITH PHASE 3.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

DRAINAGE PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(515) 519-5866

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1	04/20/20	REVISED PER CITY OF DELAND COMMENTS
2	05/26/20	REVISED PER SJRWMD COMMENTS
3	06/30/20	REVISED PER CITY OF DELAND COMMENTS
4	09/14/20	REVISED PER CITY OF DELAND COMMENTS
5	09/28/20	REVISED PER CITY OF DELAND COMMENTS
6	10/19/20	REVISED PER QC
7	08/16/22	REVISED PER QC
8	11/15/22	REVISED PER VOLUSIA COUNTY COMMENTS
9	12/19/22	REVISED PER QC
10	01/23/23	REVISED PER VOLUSIA COUNTY COMMENTS
11	04/06/23	REVISED PER FIELD CONDITIONS

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C308

H:\Data\19040 Lakewood Park\Eng\Final\19040_C301 - DRAINAGE PLAN.dwg April 6, 2023 12:45 PM

APPROVED
PSB20-032.002
7/7/2023

MATCH LINE - SEE SHEET C407

MATCH LINE - SEE SHEET C405

MATCH LINE - SEE SHEET C402

CR 4101 - DR. MARTIN LUTHER KING, BLTWAY

PROPERTY BOUNDARY (TYP.)

RESERVE BLVD.

ROAD A

ROAD B

ROAD C

POND 1

POND 3

POND 5

PD-1 1.91 A.C.

PD-2 4.16 A.C.

PD-3 3.26 A.C.

TPA-1 1.37 A.C.

TPA-2 0.58 A.C.

TPA-5 0.72 A.C.

TPA-6 0.12 A.C.

WB-9 0.54 A.C.

W-9 1.30 A.C.

OS-4 0.09 A.C.

OS-5 0.06 A.C.

OS-6 0.07 A.C.

EXISTING TREES TO REMAIN (TYP.)

WETLAND 9

WETLAND 10

WETLAND BUFFER

WETLAND LINE

PROPERTY BOUNDARY (TYP.)

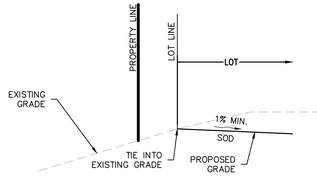
LEGEND

EXISTING TREES TO BE SAVED

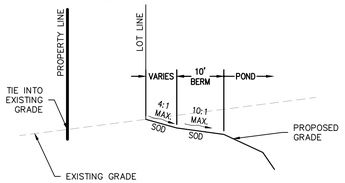
GRAPHIC SCALE

60 0 30 60 120 240

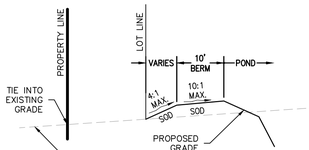
(IN FEET)
1 inch = 60 ft.



CX-1 TIE IN SECTION #1
N.T.S.



CX-2 TIE IN SECTION #2
N.T.S.

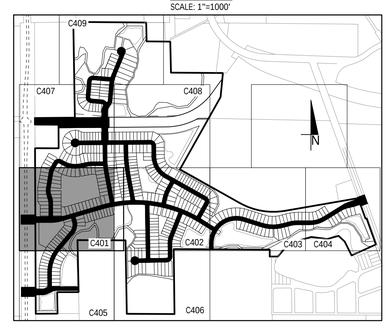


CX-3 TIE IN SECTION #3
N.T.S.

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
2. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE ESTABLISHED BASE FLOOD ELEVATION AND/OR 12" ABOVE THE 100 YR 24HR DESIGN HIGH WATER ELEVATION OF THE ADJACENT DETENTION AREA.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

GRADING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER'S CERTIFICATION
I HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA, LICENSE No. 61781
CHASITY T. MADDEN, P.E. #61781
CERTIFICATE OF AUTHORIZATION No. EB-0007723

	DATE	REVISIONS
1	04/20/20	MASS GRADING REVISIONS PER CITY OF DELAND COMMENTS
2	06/30/20	REVISED PER CITY OF DELAND COMMENTS
3	08/28/20	REVISED PER CITY OF DELAND COMMENTS
4	11/16/20	REVISED PER OC
5		
6		
7		
8		
9		
10		
11		

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C401

H:\Data\19040 Lakewood Park\Eng\Final\19040_C401 - GRADING PLAN.dwg June 26, 2023 1:41 PM

APPROVED
PSB20-32.002
7/7/2021

MATCH LINE - SEE SHEET C408

MATCH LINE - SEE SHEET C401

MATCH LINE - SEE SHEET C403

MATCH LINE - SEE SHEET C406

PROPERTY BOUNDARY (TYP.)

PROPERTY BOUNDARY (TYP.)

PHASE 1 PHASE 2 PHASE 3

POND 4 1.56 A.C.

POND 5 1.75 A.C.

POND 7 2.27 A.C.

OS-8 1.75 A.C.

OS-10 0.62 A.C.

OS-12 0.06 A.C.

WB-10 0.41 A.C.

W-10 1.00 A.C.

WETLAND 10

WETLAND BUFFER

WETLAND LINE

TPA-8 0.05 A.C.

TPA-9 0.05 A.C.

ROAD A ROAD B ROAD D ROAD E ROAD F ROAD G ROAD H ROAD I ROAD J

PD-4 C904

PD-7 C904

CX-4 C904

CX-5 C904

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

POND 10' VARIES 30' TREE PRESERVE PROPERTY LINE
10:1 MAX. 4:1 MAX. 500
4:1 MAX. 500
EXISTING GRADE
PROPOSED GRADE
TIE INTO EXISTING GRADE

CX-4 TIE IN SECTION #4
N.T.S.

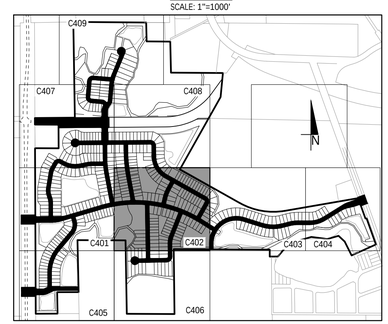
LOT LINE LOT VARIES 4' VARIES PROPERTY LINE
1% MIN. 500
4:1 MAX. 500
4:1 MAX. 500
PROPOSED GRADE
EXISTING GRADE
TIE INTO EXISTING GRADE

CX-5 TIE IN SECTION #5
N.T.S.

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
2. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE ESTABLISHED BASE FLOOD ELEVATION AND/OR 12" ABOVE THE 100 YR 24HR DESIGN HIGH WATER ELEVATION OF THE ADJACENT DETENTION AREA.

KEYMAP
SCALE: 1"=1000'



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GRADING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER'S CERTIFICATION OF COMPLETION
CHASE M. MOORHEAD * LICENSE No. 61781 * STATE OF FLORIDA * PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
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JOB #	19040
DATE:	02/17/2020
SCALE:	1" = 60'
DESIGNED BY:	TTB
DRAWN BY:	RJS
APPROVED BY:	CHM

C402

H:\Data\19040 Lakewood Park\Eng\Final\19040_C401 - GRADING PLAN.dwg June 26, 2023 1:41 PM

APPROVED
PSB20-032.002
7/7/2023

O.R.B. 3755, PG. 4934

MATCH LINE - SEE SHEET C402

MATCH LINE - SEE SHEET C404

O.R.B. 3755, PG. 493

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

PROPERTY BOUNDARY (TYP.)

TPA-21
3.51 A.C.

PD-8
4.47 A.C.

POND 8

PROPOSED LIFT STATION

TPA-9
0.05 A.C.

WB-4
0.18 A.C.

W-4 WETLAND 4
0.14 A.C.

TPA-10
0.19 A.C.

TPA-11
0.44 A.C.

OS-1
0.24 A.C.

WETLAND 5

TATUM LAKE

WETLAND BUFFER

WETLAND LINE

ROAD J

ROAD A

PD-6 C904

PD-15 C904

CX-6

CX-7

CX-8

CX-9

LOT LINE
LOT
TREE PRESERVE VARIES
PROPERTY LINE
EXISTING GRADE
PROPOSED GRADE
1% MAX.
SOD
TIE INTO EXISTING GRADE

CX-9 TIE IN SECTION #9
N.T.S.

LIMITS OF CONSTRUCTION
POND
10' BERM
VARIES
10:1 MAX.
4:1 MAX.
SOD
15' MIN - 25' AVG UPLAND BUFFER
WETLAND BUFFER LINE
WETLAND LINE
PROPOSED GRADE
EXISTING GRADE
TIE INTO EXISTING GRADE
PLACEMENT OF SILT FENCE

CX-6 TIE IN SECTION #6
N.T.S.

LOT LINE
LOT
1% MIN.

CX-7 TIE IN SECTION #7
N.T.S.

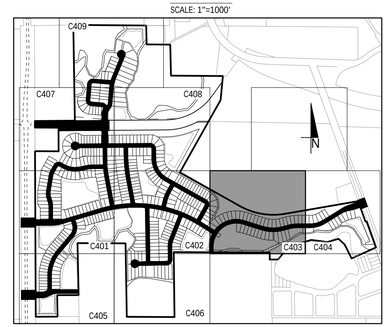
10' SWALE
2'
1'
2% MAX

CX-8 TIE IN SECTION #8
N.T.S.

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
2. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE ESTABLISHED BASE FLOOD ELEVATION AND/OR 12" ABOVE THE 100 YR 24HR DESIGN HIGH WATER ELEVATION OF THE ADJACENT DETENTION AREA.

KEYMAP
SCALE: 1"=1000'



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GRADING PLAN
FOR
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FLORIDA
CITY OF DELAND

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ORLANDO, FL 32801
(513) 519-5966

ENGINEER: CHAD H. MOORHEAD
LICENSE No. 61781
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

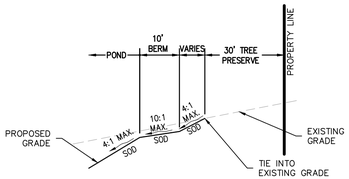
NO.	DATE	REVISIONS
1	04/20/20	MASS GRADING REVISIONS PER CITY OF DELAND COMMENTS
2	04/24/20	REVISED PER S.JURMO COMMENTS
3	06/26/20	REVISED PER CITY OF DELAND COMMENTS
4	11/16/20	REVISED PER QC
5		
6		
7		
8		
9		
10		
11		

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

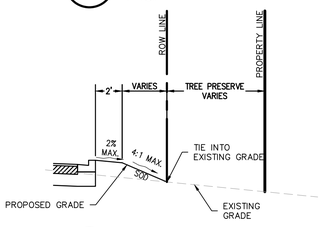
C403

H:\Data\19040 Lakewood Park\Eng\Final\19040_C401 - GRADING PLAN.dwg June 26, 2023 1:42 PM

APPROVED
PSB20-032.002
7/7/2023



CX-16 -- TIE IN SECTION #16
N.T.S.



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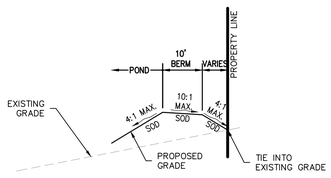
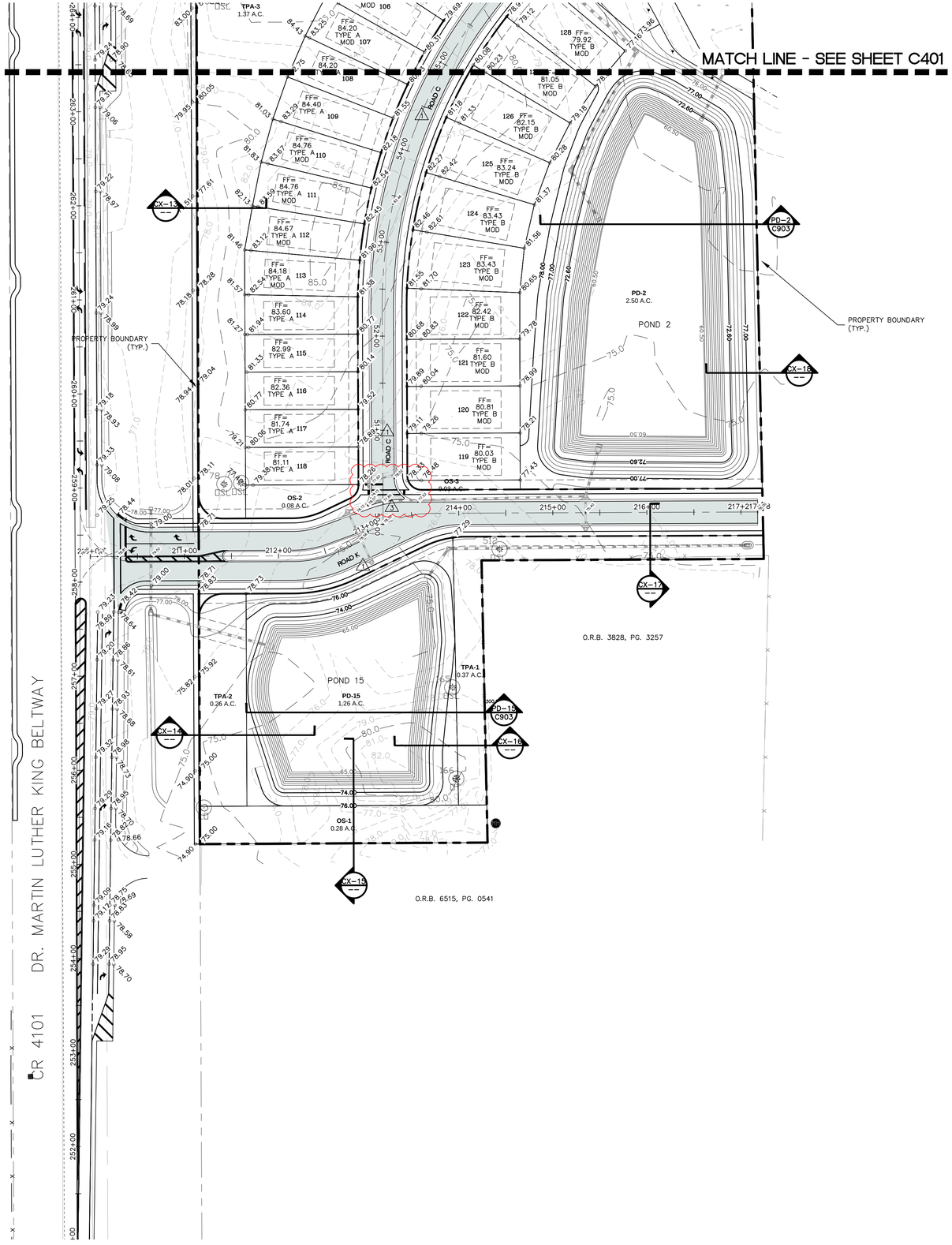
N.T.S.

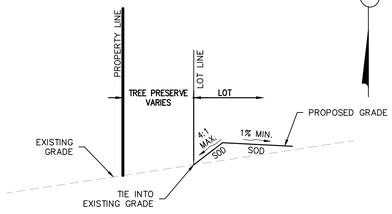


CX-18 -- TIE IN SECTION #18
N.T.S.

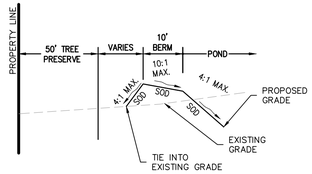
MATCH LINE - SEE SHEET C401



GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.



CX-13 -- TIE IN SECTION #13
N.T.S.



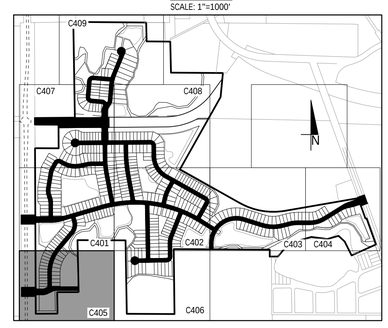
CX-14 -- TIE IN SECTION #14
N.T.S.

CX-15 -- TIE IN SECTION #15
N.T.S.

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
2. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE ESTABLISHED BASE FLOOD ELEVATION AND/OR 12" ABOVE THE 100 YR 24HR DESIGN HIGH WATER ELEVATION OF THE ADJACENT DETENTION AREA.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

GRADING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(513) 519-5866

ENGINEER'S CERTIFICATE OF AUTHORIZATION NO. EB-0007723
CHAD M. CHOVAN, P.E. LICENSE No. 61781 STATE OF FLORIDA PROFESSIONAL ENGINEER

	DATE	REVISIONS
1	04/20/20	MASS GRADING REVISIONS PER CITY OF DELAND COMMENTS
2	08/28/20	REVISED PER CITY OF DELAND COMMENTS
3	11/18/20	REVISED PER OC
4		
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10		
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JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C405

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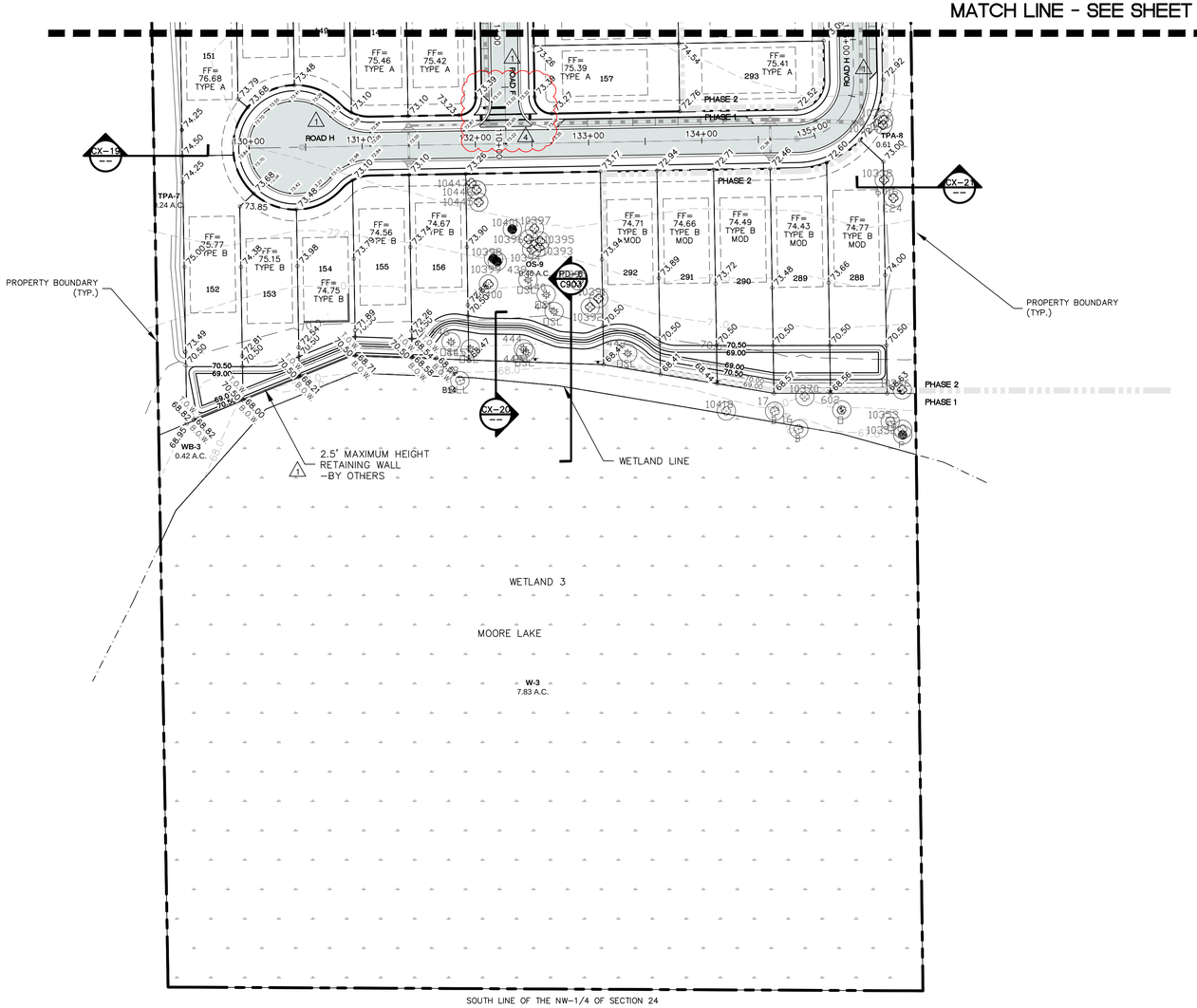
APPROVED
PSB20-032.002
7/7/2023

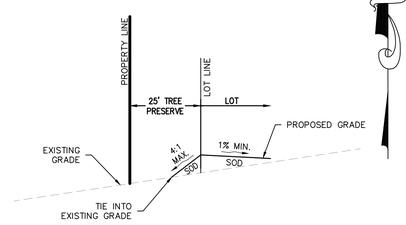
MATCH LINE - SEE SHEET C402



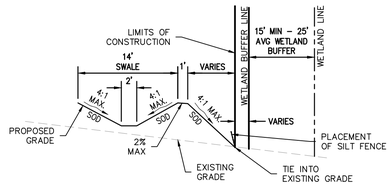
GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



CX-19 TIE IN SECTION #19
N.T.S.



CX-20 TIE IN SECTION #20
N.T.S.

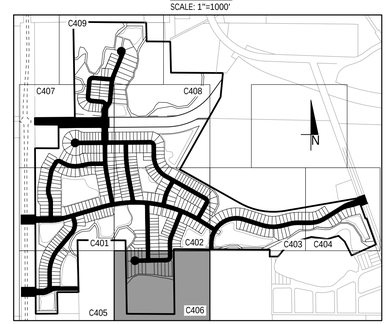
CX-21 TIE IN SECTION #21
N.T.S.

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
2. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE ESTABLISHED BASE FLOOD ELEVATION AND/OR 12" ABOVE THE 100 YR 24HR DESIGN HIGH WATER ELEVATION OF THE ADJACENT DETENTION AREA.

KEYMAP

SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
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431 E. Horatio Avenue
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GRADING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER'S CERTIFICATE OF AUTHORIZATION NO. EB-0007723
LICENSED PROFESSIONAL ENGINEER No. 61781 STATE OF FLORIDA
CHARLES H. MADDEN, JR.

	DATE	REVISIONS
1	04/20/20	MASS GRADING REVISIONS PER CITY OF DELAND COMMENTS
2	04/24/20	REVISED PER SJRWMD COMMENTS
3	06/08/20	REVISED PER CITY OF DELAND COMMENTS
4	11/17/20	REVISED PER QC
5		
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11		

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C406

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APPROVED
PSB2004032.002
7/7/2023

MATCH LINE - SEE SHEET C409

MATCH LINE - SEE SHEET C408

MATCH LINE - SEE SHEET C401

WETLAND 14
W-14
0.41 A.C.

WETLAND BUFFER

WETLAND LINE

PROPERTY BOUNDARY (TYP.)

O.R.B. 3999, PG. 0521

PROPERTY BOUNDARY (TYP.)

TPA-16
0.98 A.C.

TPA-4
3.51 A.C.

OS-17
0.33 A.C.

OS-18
0.04 A.C.

OS-13
0.03 A.C.

OS-9
0.03 A.C.

POND 11
PD-11
1.16 A.C.

25' UTILITY EASEMENT AS PER O.R.B. 432, PG. 695

15' UTILITY EASEMENT AS PER O.R.B. 3706, PG. 1814

25' UTILITY EASEMENT AS PER O.R.B. 3706, PG. 1814

BERESFORD AVENUE

ROAD A

ROAD B

ROAD C

ROAD D

ROAD E

ROAD I

PHASE 1

PHASE 3

CX-22

CX-23

CX-24

PD-11
C905

S. DIXIE HIGHWAY / U.S. HWY. 17 / 92 / S.R. 15 / 600 / S.R. 400 / BELTWAY / U.S. HWY. 441 / S.R. 434 / S.R. 417 / S.R. 528 / S.R. 836 / S.R. 874 / S.R. 826 / S.R. 924 / S.R. 112 / S.R. 953 / S.R. 821 / HEFT / S.R. 9 / I-95 / I-75 / I-4 / I-10 / I-295 / I-275 / I-175 / I-110 / I-395 / I-595 / I-4 / I-10 / I-295 / I-275 / I-175 / I-110 / I-395 / I-595

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

CX-22 TIE IN SECTION #22
N.T.S.

CX-23 TIE IN SECTION #23
N.T.S.

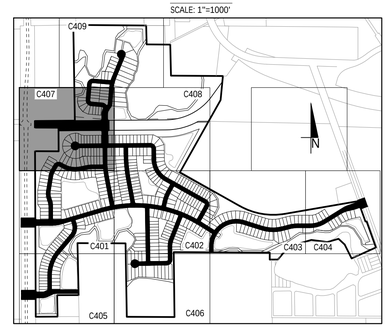
CX-24 TIE IN SECTION #24
N.T.S.

PROPERTY LINE
LOT LINE
LOT
TREE PRESERVE VARIES
EXISTING GRADE
TIE INTO EXISTING GRADE
4:1 MAX
1% MAX
SOD
PROPOSED GRADE

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
2. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE ESTABLISHED BASE FLOOD ELEVATION AND/OR 12" ABOVE THE 100 YR 24HR DESIGN HIGH WATER ELEVATION OF THE ADJACENT DETENTION AREA.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

GRADING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(515) 519-5866

ENGINEER'S CERTIFICATION
CHAD M. MOORHEAD, P.E. LICENSE No. 61781
STATE OF FLORIDA PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

#	DATE	REVISION
12	04/06/23	REVISED PER FIELD CONDITIONS
11	03/29/23	REVISED PER QC
10	02/21/23	REVISED PER VOLUSIA COUNTY COMMENTS
9	12/06/22	REVISED PER QC
8	05/26/22	REVISED PER BUILDER
7	11/10/21	REVISED PER QC
6	05/18/21	REVISED PER FIELD CONDITIONS
5	01/26/21	REVISED GRADING PER QC
4	10/16/20	REVISED PER QC
3	09/28/20	REVISED PER CITY OF DELAND COMMENTS
2	06/30/20	REVISED PER CITY OF DELAND COMMENTS
1	04/20/20	MASS GRADING REVISIONS PER CITY OF DELAND COMMENTS

JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C407

H:\Data\19040 Lakewood Park\Eng\Final\19040_C401 - GRADING PLAN.dwg June 26, 2023 1:43 PM

APPROVED
PSB20-032.000
7/7/2020

MATCH LINE - SEE SHEET C409

MATCH LINE - SEE SHEET C407

MATCH LINE - SEE SHEET C402

DIAMOND LAKE

POND 11
PD-11
1.16 A.C.

POND 10
PD-10
3.73 A.C.

WB-12
1.50 A.C.

OS-15
0.14 A.C.

TPA-14
2.85 A.C.

TPA-22
0.64 A.C.

TPA-23
0.67 A.C.

OS-12
0.06 A.C.

3.41 A.C.

WETLAND BUFFER

WETLAND LINE

25' UTILITY EASEMENT AS PER O.R.B. 432, PG. 55

15' DRAINAGE EASEMENT AS PER O.R.B. 3936, PG. 1814

SOUTH LINE OF SECTION 13
NORTH LINE OF SECTION 18

FUTURE BERESFORD AVENUE EXTENSION

ROAD I

ROAD E

38" DBH HISTORIC LIVE OAK

O.R.B. 3755, PG. 4934

PROPERTY BOUNDARY (TYP.)

PHASE 1

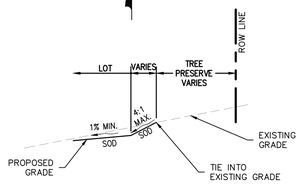
PHASE 2

GRAPHIC SCALE

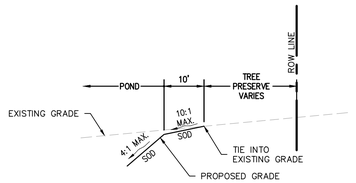
60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.





CX-25 TIE IN SECTION #25
N.T.S.



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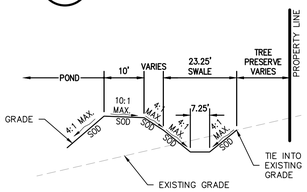
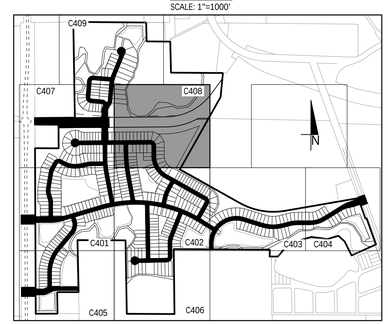


CX-27 TIE IN SECTION #27
N.T.S.

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
2. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE CENTER LINE ELEVATION OF THE ADJACENT ROADWAY.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12" ABOVE THE ESTABLISHED BASE FLOOD ELEVATION AND/OR 12" ABOVE THE 100 YR 24HR DESIGN HIGH WATER ELEVATION OF THE ADJACENT DETENTION AREA.

KEYMAP
SCALE: 1"=1000'



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

GRADING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND
FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE., SUITE 1600
ORLANDO, FL 32801
(513) 519-5866

ENGINEER'S CERTIFICATE OF AUTHORIZATION NO. EB-0007723
CHAD M. NEUMEISTER
LICENSE No. 61781 STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION

NO.	DATE	REVISIONS
1	04/20/20	MASS GRADING REVISIONS PER CITY OF DELAND COMMENTS
2	06/30/20	REVISED PER CITY OF DELAND COMMENTS
3	07/14/20	REVISED PER CITY OF DELAND COMMENTS
4	08/28/20	REVISED PER CITY OF DELAND COMMENTS
5	10/26/20	REVISED PARKING PER DC
6	11/18/20	REVISED PER DC
7	11/10/21	REVISED PER DC
8	08/16/23	REVISED PER VOLUSIA COUNTY
9		
10		
11		

JOB #	19940
DATE:	02/17/2020
SCALE:	1" = 60'
DESIGNED BY:	TTB
DRAWN BY:	RJS
APPROVED BY:	CHM

C408

H:\Data\19940 Lakewood Park\Eng\Final\19940_C401 - GRADING PLAN.dwg June 26, 2023 1:43 PM

APPROVED
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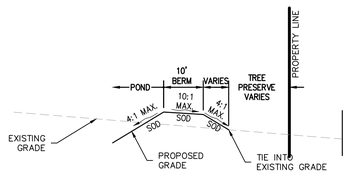

CX-31 TIE IN SECTION #31
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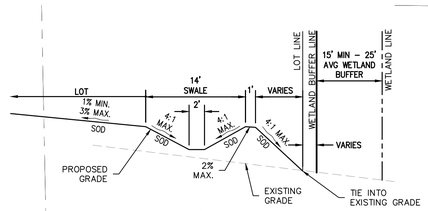
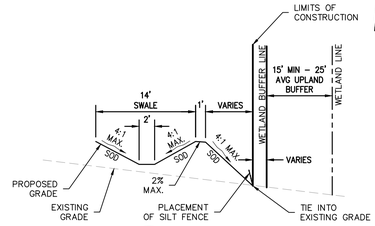
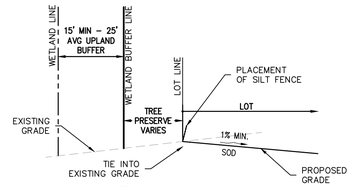


CX-32 TIE IN SECTION #32
N.T.S.

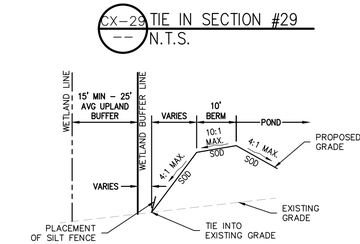
GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.



CX-28 TIE IN SECTION #28
N.T.S.



CX-29 TIE IN SECTION #29
N.T.S.



CX-30 TIE IN SECTION #30
N.T.S.

NOTES:

1. ALL LOTS THAT HAVE SLOPES GREATER THAN 20% FROM FFE TO SIDE LOT LINE WILL REQUIRE A THICKENED EDGE SLAB.
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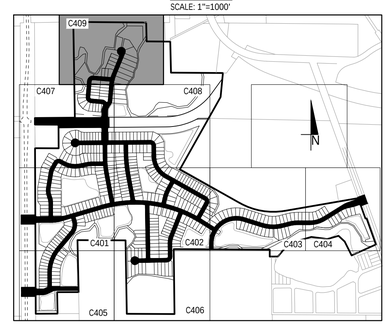
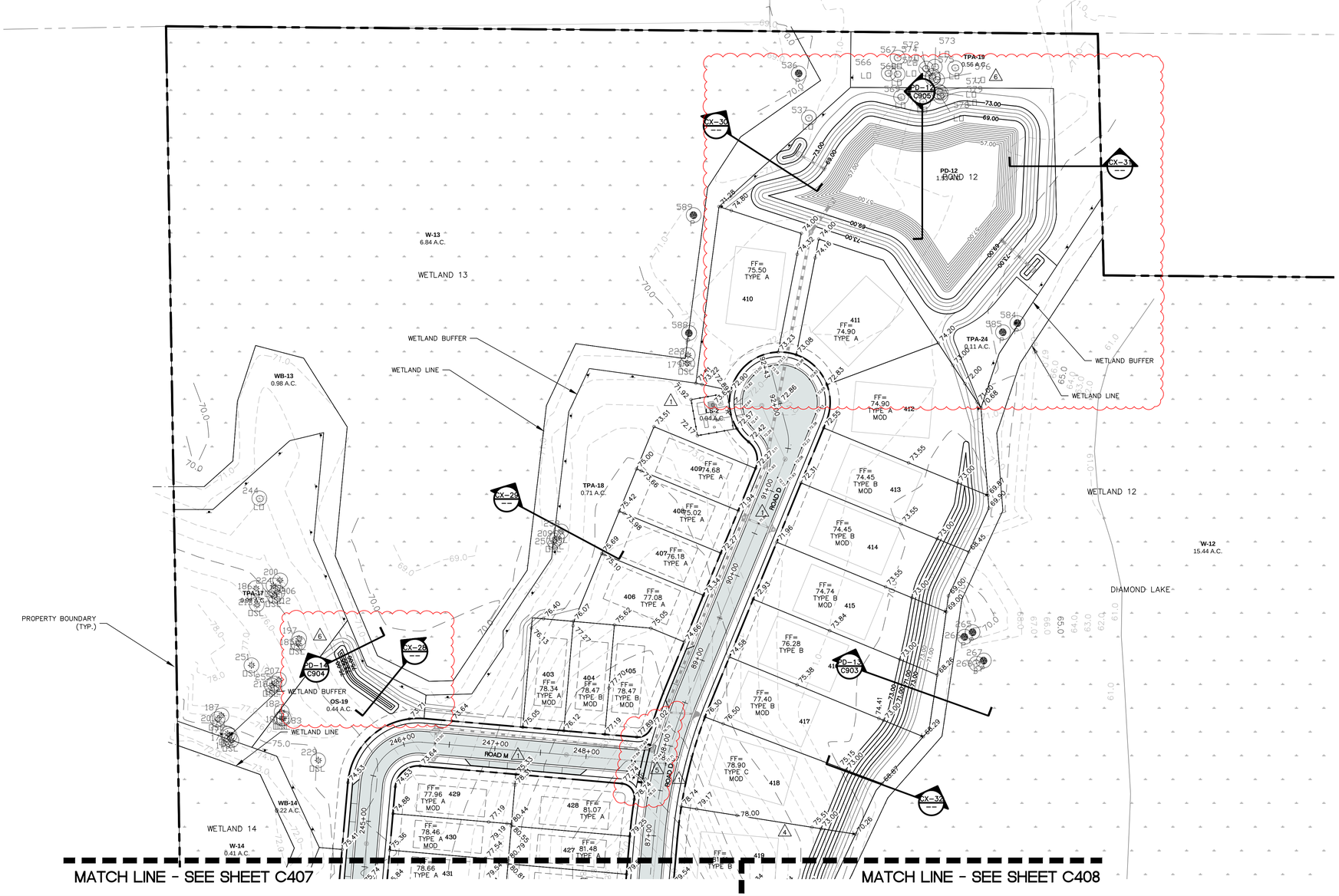
KEYMAP
SCALE: 1"=1000'





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431 E. Horatio Avenue
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GRADING PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER'S CERTIFICATE OF AUTHORIZATION NO. EB-0007723
CHRISTOPHER J. MOORHEAD
LICENSE No. 61781
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1	10/20/20	MASS GRADING REVISIONS PER CITY OF DELAND COMMENTS
2	04/24/20	REVISED PER SJRWMD COMMENTS
3	08/28/20	REVISED PER CITY OF DELAND COMMENTS
4	10/16/20	REVISED GRADING PER OC
5	10/23/20	REVISED PER OC
6	10/04/21	REVISED PER OC
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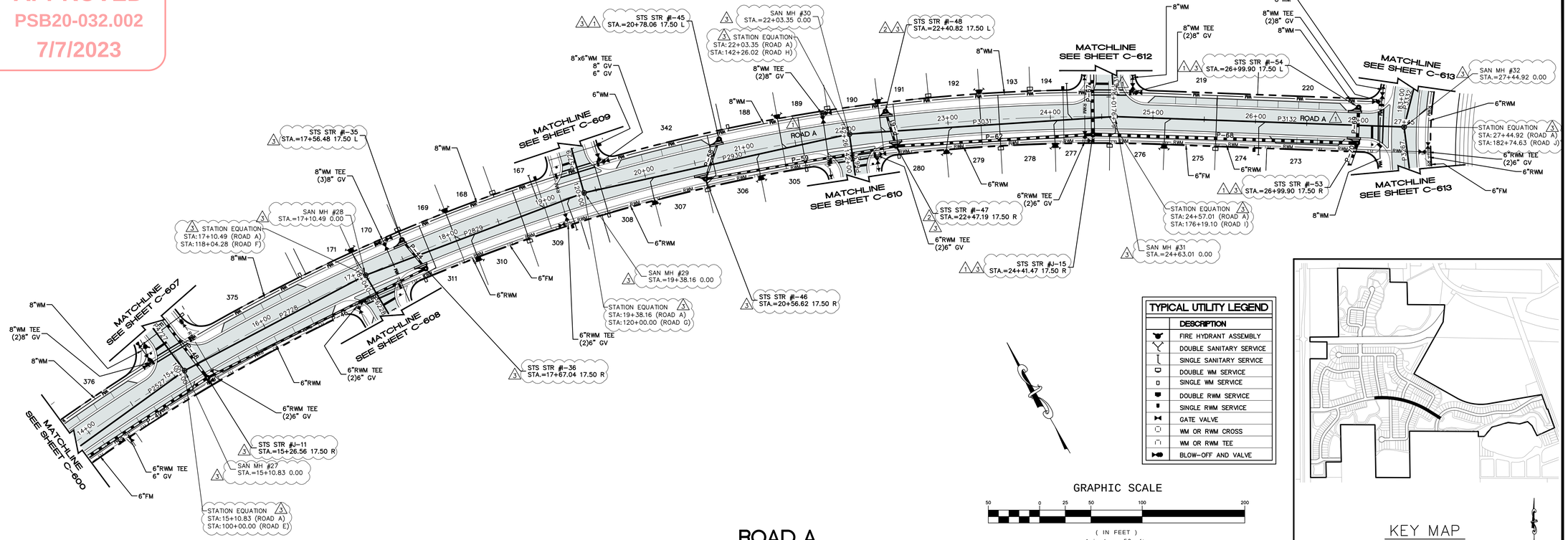
JOB # 19040
DATE: 02/17/2020
SCALE: 1" = 60'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C409

H:\Data\19040 Lakewood Park\Eng\Final\19040_C401 - GRADING PLAN.dwg June 26, 2023 1:44 PM

APPROVED
PSB20-032.002
7/7/2023



TYPICAL UTILITY LEGEND

	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

KEY MAP
SCALE: 1"=1000'

NOTE:
FOR GRAPHICAL CLARITY, RECLAIM AND FORCE MAIN ARE DRAWN OFFSET. ALL PRESSURE MAINS ARE TO BE LOCATED 3' BELOW GRADE UNLESS OTHERWISE NOTED.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PLAN AND PROFILE
FOR
LAKEWOOD PARK
CITY OF DELAND
FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(513) 519-5866

ENGINEERING CERTIFICATE OF AUTHORIZATION No. EB-0007723
CHADWICK J. CHRISTENSEN LICENSE No. 61781 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	DATE	REVISIONS
1	10/20/20	REVISED PER CITY OF DELAND COMMENTS
2	11/18/20	REVISED PER QC
3	01/04/21	REVISED PER VOLUSIA COUNTY COMMENTS
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JOB # 19040
DATE: 02/17/2020
SCALE: H:1"=50' V:1"=5'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C601

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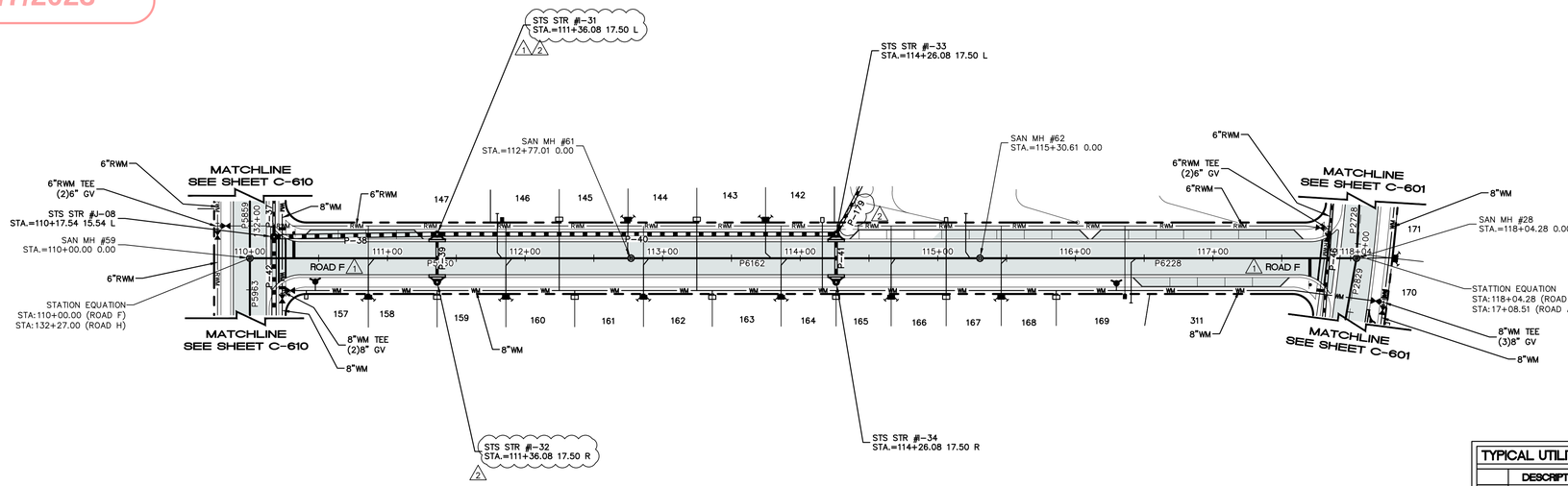
APPROVED
PSB20-032.002
7/7/2023



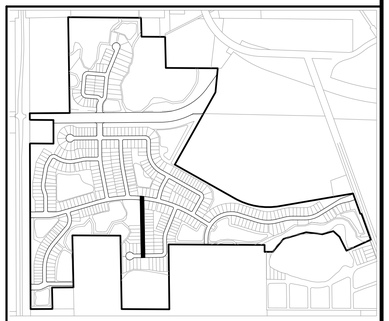
ROAD F

GRAPHIC SCALE

50 0 25 50 100 200

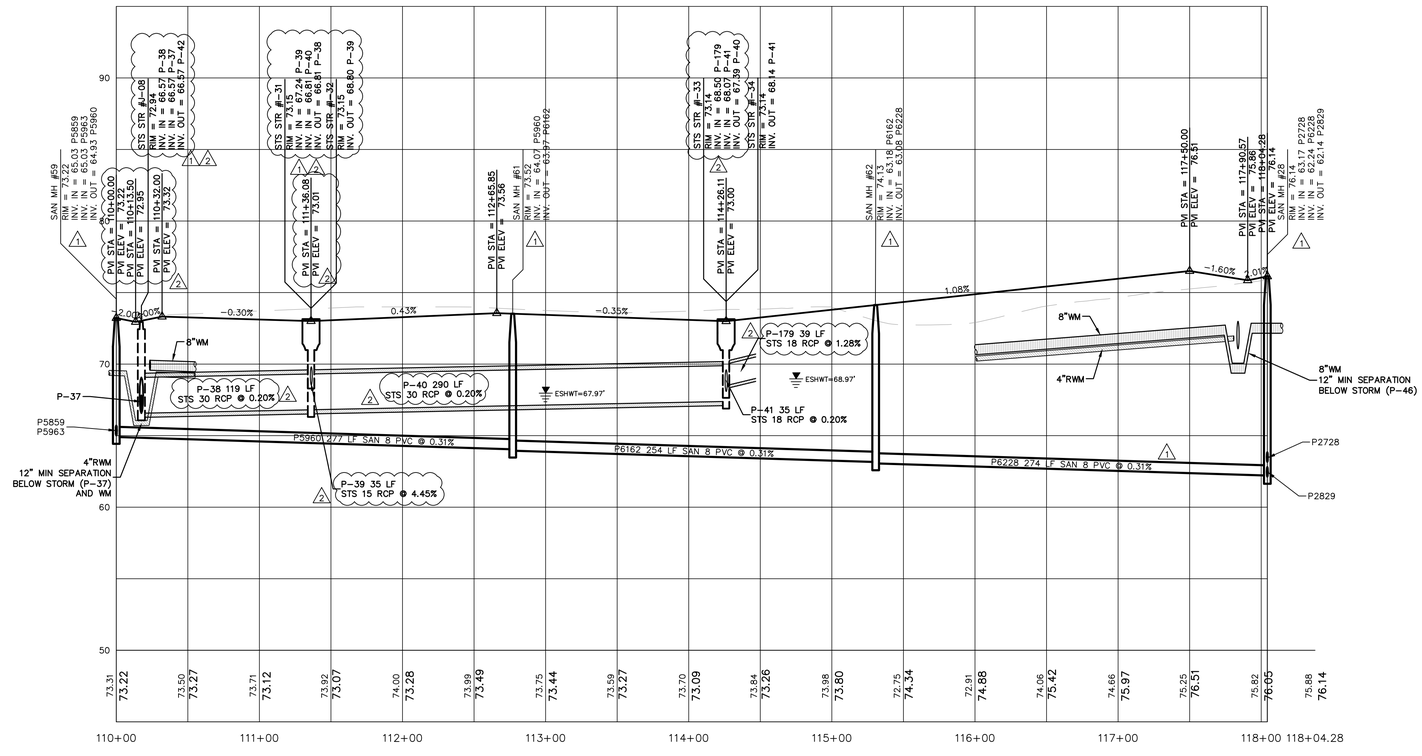
(IN FEET)
1 inch = 50 ft.

TYPICAL UTILITY LEGEND	
	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE



KEY MAP
SCALE: 1"=1000'

NOTE:
FOR GRAPHICAL CLARITY, RECLAIM AND FORCE MAIN ARE DRAWN OFFSET. ALL PRESSURE MAINS ARE TO BE LOCATED 3' BELOW GRADE UNLESS OTHERWISE NOTED.



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PLAN AND PROFILE
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER'S CERTIFICATION
I HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA, PRACTICING WITH MADDEN, MOORHEAD & STOKES, LLC, CERTIFICATE OF AUTHORIZATION NO. EB-0007723
CHRISTOPHER H. MADDEN, P.E. No. 61781
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NUMBER 61781

1	04/20/20	REVISED PER CITY OF DELAND COMMENTS	
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	DATE	REVISIONS	

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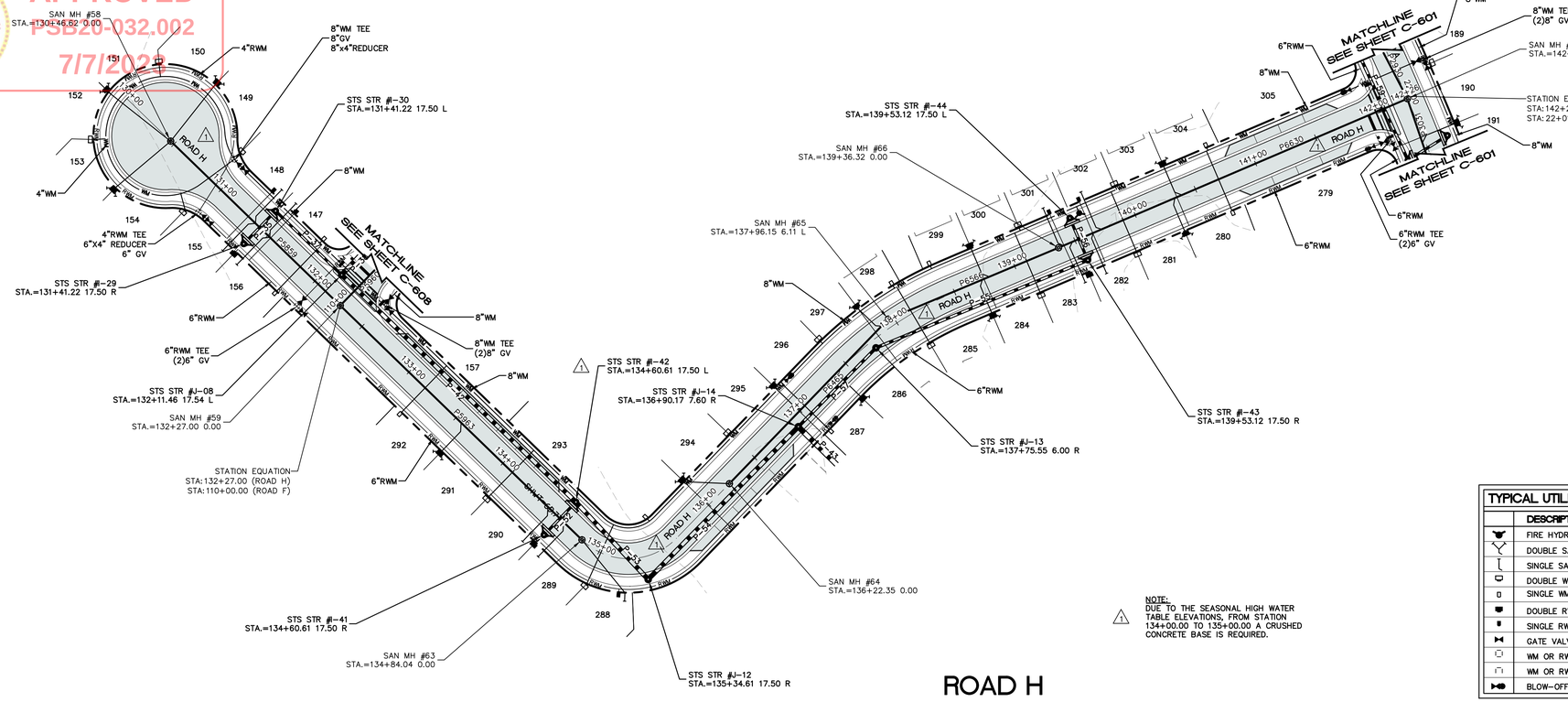
JOB # 19040
DATE: 02/17/2020
SCALE: H:1"=50' V:1"=5'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C608

APPROVED
PSB20-032.002
7/7/2020



GRAPHIC SCALE

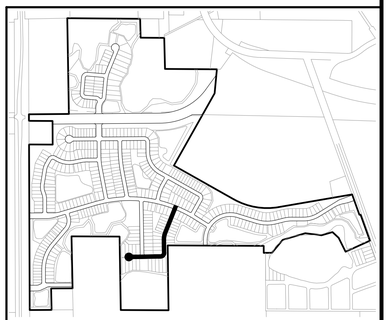
50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

NOTE:
DUE TO THE SEASONAL HIGH WATER TABLE ELEVATIONS, FROM STATION 134+00.00 TO 135+00.00 A CRUSHED CONCRETE BASE IS REQUIRED.

TYPICAL UTILITY LEGEND

	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE



KEY MAP
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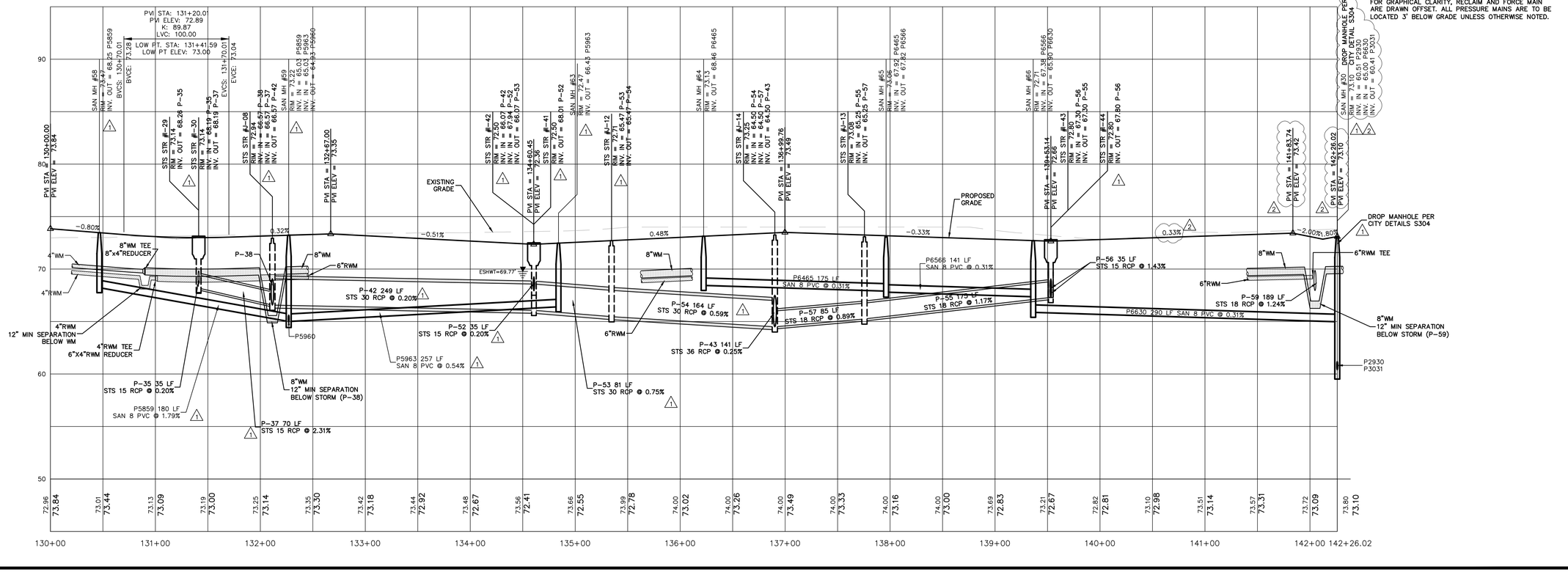

NOTE:
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MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PLAN AND PROFILE
FOR
LAKEWOOD PARK
FLORIDA
CITY OF DELAND

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE., SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER'S CERTIFICATION
CHAD S. MADDEN
LICENSE
No. 61781
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

NO.	DATE	REVISIONS
1	04/20/20	REVISED PER CITY OF DELAND COMMENTS
2	11/19/20	REVISED PER QC
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JOB # 19040
DATE: 02/17/2020
SCALE: H:1"=50' V:1"=5'
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C610

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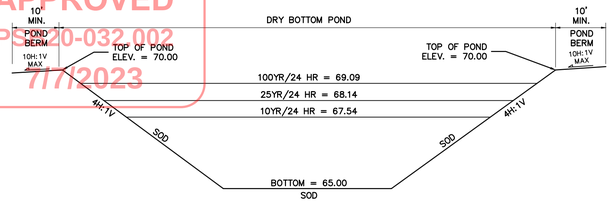
APPROVED
PSP20-032.002
7/7/2023



PD9 — DRY POND 9 SECTION
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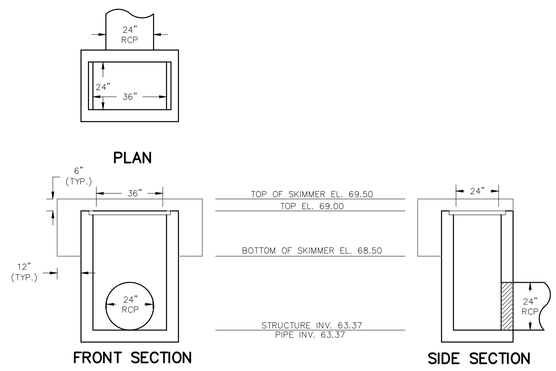

CS9 — FDOT MODIFIED TYPE "C" INLET
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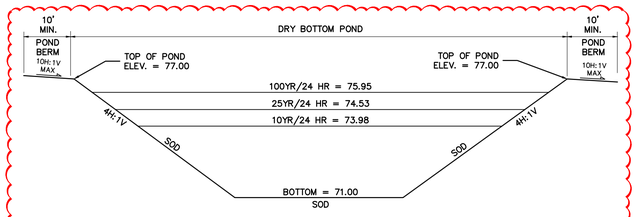

5 PD11 — DRY POND 11 SECTION
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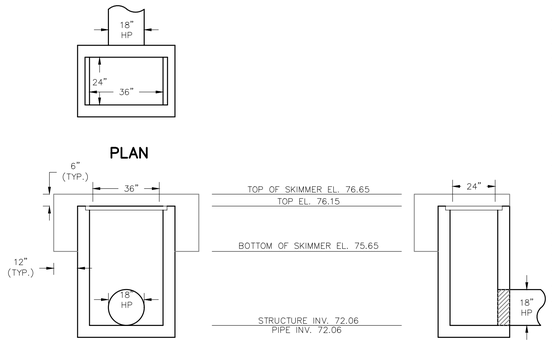

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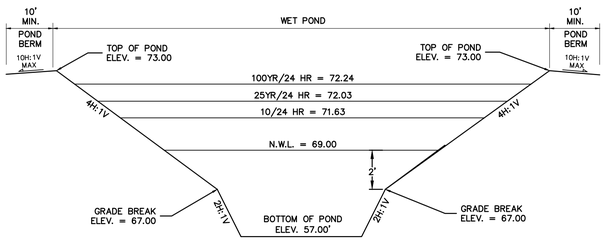

NOTE: POND BERMS AND SIDE SLOPES TO BE SODDED TO 2' BELOW THE NORMAL WATER LEVEL

PD12 — WET POND 12 SECTION
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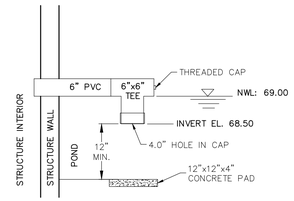
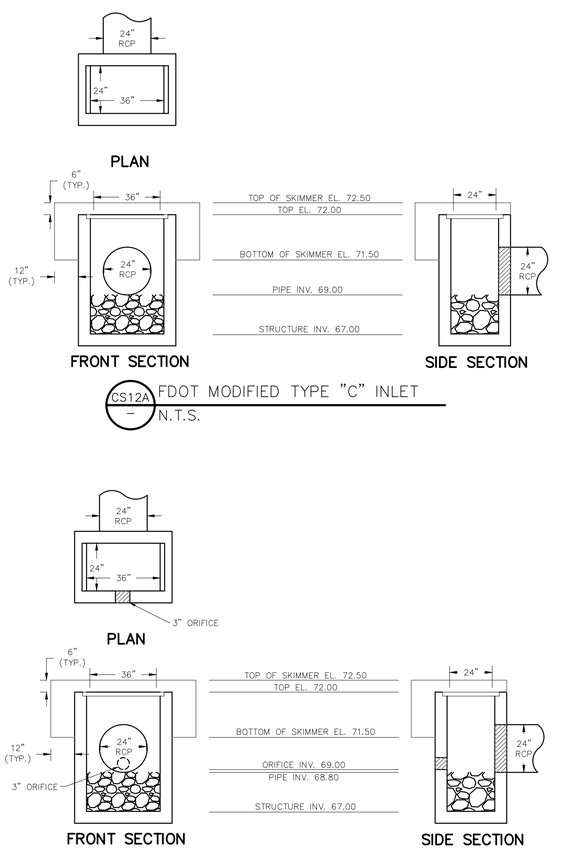


PVC12 — ORIFICE DETAIL (POND 12)



CS12A — FDOT MODIFIED TYPE "C" INLET
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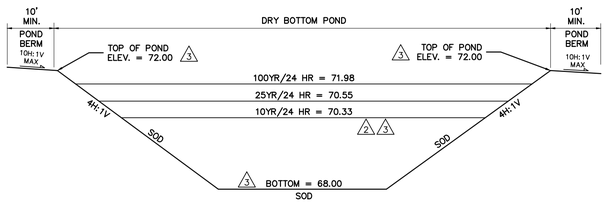
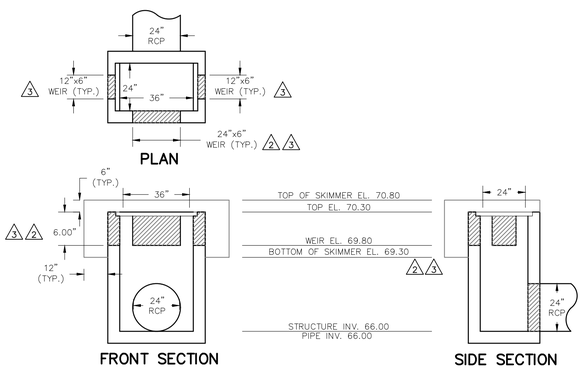


PD10 — DRY POND 10 SECTION
N.T.S.



CS10 — FDOT MODIFIED TYPE "C" INLET
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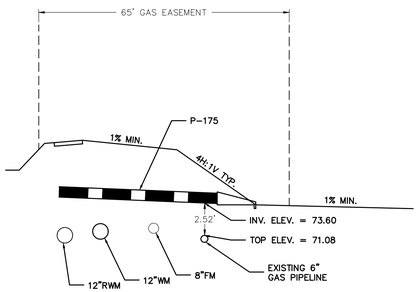

4 GSX-1 — GAS CROSS SECTION 1
N.T.S.

NOTE: VIBRATORY COMPACTION METHODS SHALL NOT BE UTILIZED WITHIN EXISTING GAS EASEMENTS

CS12B — FDOT MODIFIED TYPE "C" INLET
N.T.S.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

CONSTRUCTION DETAILS
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1	10/17/20	REVISED PER CITY OF DELAND COMMENTS
2	05/21/20	REVISED PER SJRWMD COMMENTS
3	06/30/20	REVISED PER CITY OF DELAND COMMENTS
4	09/18/21	REVISED PER FDT REQUIREMENTS
5	04/06/23	REVISED PER FEU COMMENTS
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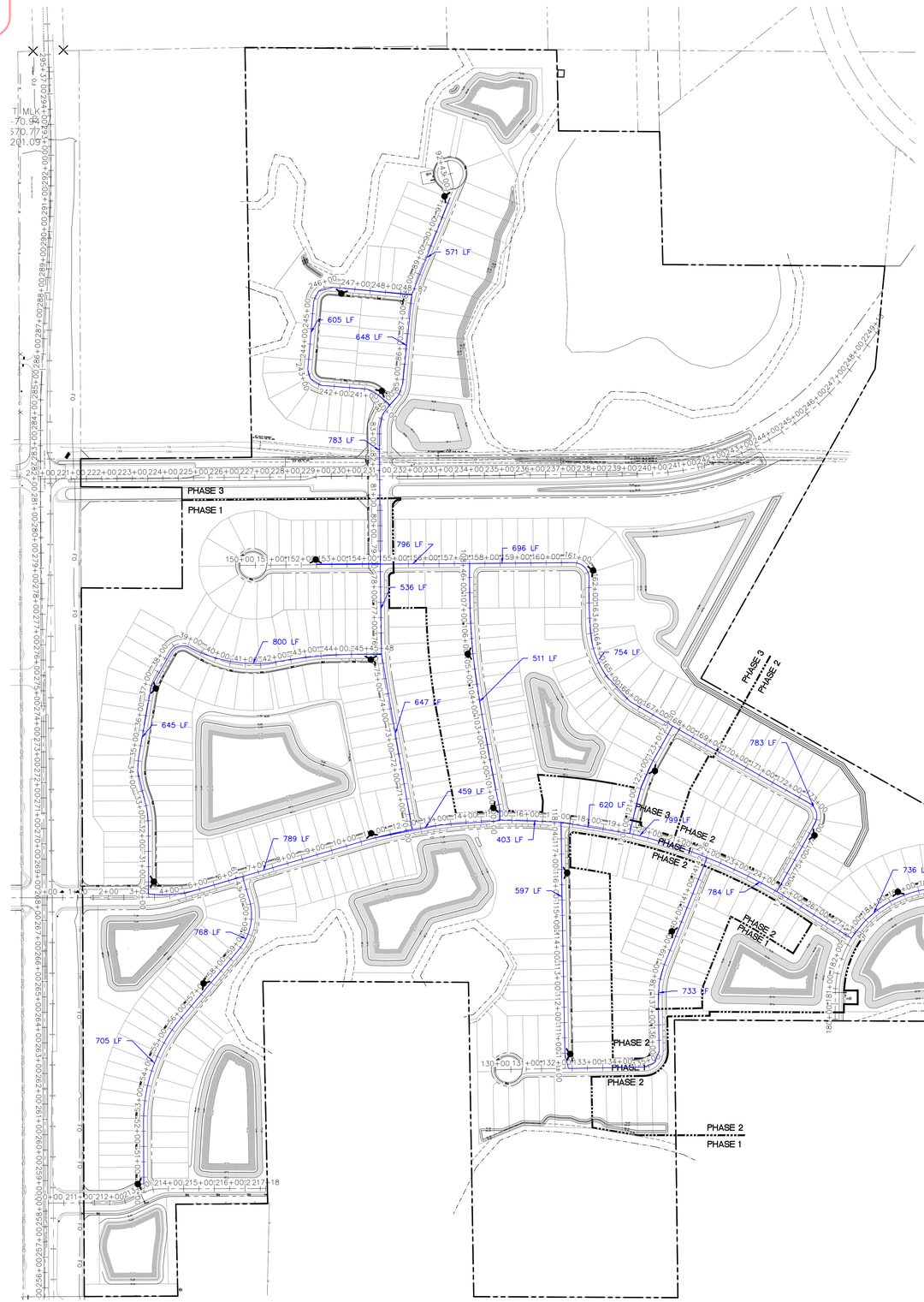
JOB # 19040
DATE: 02/17/2020
SCALE: N/A
DESIGNED BY: TTB
DRAWN BY: RJS
APPROVED BY: CHM

C905

APPROVED
PSB20-032
6/23/2022





GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

TYPICAL UTILITY LEGEND

	DESCRIPTION
	FIRE HYDRANT ASSEMBLY
	DOUBLE SANITARY SERVICE
	SINGLE SANITARY SERVICE
	DOUBLE WM SERVICE
	SINGLE WM SERVICE
	DOUBLE RWM SERVICE
	SINGLE RWM SERVICE
	GATE VALVE
	WM OR RWM CROSS
	WM OR RWM TEE
	BLOW-OFF AND VALVE

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

HYDRANT LOCATION PLAN
FOR
LAKEWOOD PARK
CITY OF DELAND FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(515) 519-5966

CHADWYCK H. MOORHEAD
No. 61781
STATE OF FLORIDA
PROFESSIONAL ENGINEER
This item has been electronically signed and sealed by Chadwyck H. Moorhead, P.E. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CERTIFICATE OF AUTHORIZATION NO. EB-0007723

Digitally signed by Chadwyck H. Moorhead
DN: c=US, o=Madden, Moorhead and Stokes llc, ou=A01410D000001666262DB70004428, cn=Chadwyck H. Moorhead
Date: 2022.03.08 13:39:24 -05'00'

1	05/17/20	EXHIBIT PER CITY OF DELAND COMMENT	
2	07/07/21	REVISED PER CITY OF DELAND COMMENT	
3	02/28/22	REVISED PER CITY OF DELAND COMMENT	
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		DATE	REVISIONS

JOB #	19040
DATE:	02/17/2020
SCALE:	1" = 100'
DESIGNED BY:	TTB
DRAWN BY:	RJS
APPROVED BY:	CHM

FH-1

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PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Z-19-62, Application of

CAP 5 DEVELOPMENT, LLC

ORDINANCE # 2019-38

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM ROYAL OAKS PD TO PARK LAKE ESTATES PD

The application of Cap 5 Development, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on November 18, 2019. 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 September 18, 2019, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Cap 5 Development, LLC was duly and properly filed herein on April 15, 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 198.02 +/- acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owner of the property, Lake Park Estate, LLC, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from Royal Oaks PD to Park Lake Estates PD.

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 18th DAY OF November, A.D., 2019, AS FOLLOWS:

A. That the Application of Cap 5 Development, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from Royal Oaks PD to Park Lake Estates PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Park Lake Estates PD.

D. That the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, is consistent with the provisions of the Park Lake Estates PD, hereinafter "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land Development Regulations Ordinance No. 2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The City of DeLand will ensure overall compliance with this Ordinance.

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

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

DEVELOPMENT AGREEMENT

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

1. Planned Development Plan. The Planned Development Plan for Park Lake Estates shall consist of the PD Concept Plan prepared by Madden, Moorhead & Stokes, Inc. and AGMCi, dated August 16, 2019 and this development agreement. The PD Concept Plan includes the following: Existing Conditions Plan prepared by Madden, Moorhead & Stokes, Inc. and AGMCi, dated August 16, 2019, PD Concept Parking Plan prepared by Madden, Moorhead & Stokes, Inc. and AGMCi, dated August 16, 2019, and the Generalized Landscape Plan prepared by Madden, Moorhead & Stokes, Inc. and AGMCi, dated August 16, 2019. The PD Concept Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a final plat of the area to be subdivided shall be submitted for review and approval

in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the first Final Plat.

C. Phases of Development. The project may be developed in one or more than one phase. Mass-grading of the site may occur over the entire development area included in a particular phase, as approved by the City during the subdivision review process, but not over the Tree Preservation Areas or any portion of the parcel not included within an approved phase. Mass-graded areas will be stabilized with vegetative cover.

D. Land Uses Within the PD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed PARK LAKE ESTATES PD. The approximate location and size of said land use areas are shown on the PD Concept Plan, Exhibit "B", subject to minor revisions during preliminary and final site design. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures: Single-Family Residential

E. Development Standards. Unless specifically listed herein, the development standards applicable to R-1 zoning classification shall apply.

1. Single-Family Residences:

	40' Lots	50' Lots	65' Lots
1. Minimum lot area:	4,800 sq. ft	6,000 sq. ft.	7,800 sq. ft.
2. Minimum lot width:	40 ft.	50 ft.	65 ft.
3. Minimum lot length:	120 ft.	120 ft.	120 ft.
4. Minimum building setbacks:			
a. Front yard to garage face/door:	25 ft.	25 ft.	25 ft.
b. Front yard to structure:	15 ft.	15 ft.	15 ft.
c. Rear yard:	20 ft.	20 ft.	20 ft.
d. Rear yard screen enclosure	3 ft.	3 ft.	3 ft.
e. Side yard screen enclosure	5 ft.	5 ft.	5 ft.
f. Side yard:	5 ft.	5 ft.	5 ft.
g. Side street:	15 ft.	15 ft.	15 ft.
h. Waterfront rear yard:	25 ft.	25 ft.	25 ft.
i. Side setback for pools and accessory structures	Per Land Development Regulations	Per Land Development Regulations	Per Land Development Regulations
j. Rear setback for pools and accessory structures	Per Land Development Regulations	Per Land Development Regulations	Per Land Development Regulations
5. Minimum floor area:	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
6. Maximum lot coverage:	73%	73%	73%
7. Maximum building height:	35 ft.	35 ft.	35 ft.

2. Maximum number of lots: 450

3. Off-Street Parking: Each parcel shall be designed to accommodate no less than two (2) parking spaces via use of on-parcel driveway and two (2) spaces in an internal garage. All driveway parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per each vehicle).

4. On-Street Parking: In order to accommodate visitors and any demand for parking beyond 4 spaces per residential lot, on-street parking, as illustrated on Exhibit "B", shall be provided in various locations within the Property. No less than 0.5 spaces per lot of on-street parking spaces shall be provided, with the on-street bump out measuring no less than 8.5 ft. in width and 20 ft. in length. Based on the Planned Development Plan, the current layout provides a minimum of 226 on-street parking spaces. Said parking shall not encroach into the travel lanes and said travel lanes shall be no less than a combined 24 ft. wide. A cross section of the on-street parking is attached as "Exhibit "C".

5. Signage: Signage for the subdivision shall be provided per the Land Development Regulations.

6. Open Space and/or Common Area requirements shall meet the Land Development Regulations Ordinance No. 2013-11. A community center, provided on a tract of land no less than 1.0 acre, is provided as depicted on Planned Development Plan. The Community Center shall be provided for the private use of the community residents and shall include a pool, pool cabana and playground equipment. Additional pocket parks and walking trails shall be provided on multiple tracts of land totaling no less than 1.0 acre, as depicted on the PD Concept Plan, Exhibit "B". Monument signs identifying the subdivision shall be placed at the entrances within Open

Space/or Common Area tracts along Dr. Martin Luther King, Jr. Beltway, the future Beresford Avenue extension and CR 4139.

F. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. Tree Protection Areas preserving a minimum of 15% of the net developable area, which excludes required right-of-way dedication areas and on-site easements, shall be required and maintained as shown on the PD Concept Plan, Exhibit "B" - Generalized Landscape Plan. Tree Protection Areas are proposed as shown on PD Concept Plan, Exhibit "B" - Generalized Landscape Plan, and said locations shall be finalized at preliminary plat. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said areas, but any portion of the property with grading shall require replanting as provided for in the Land Development Code. Tree Protection Areas' minimum width may be reduced to 20 feet which the total areas of said TPA is at least 5,000 square feet and replacement trees, as necessary, may be platted with said TPA. Moreover, portions of Tree Protection Areas may be less than 30 feet in width when connected to larger Tree Protection Areas that are 30 feet in width or greater. A tree survey is required as part of the review process for the project and prior to the issuance of the first plat. The survey shall be conducted based on the following standards:

1. The Applicant will survey all specimen and historic trees.

2. For non-specimen or historic trees, the Applicant will engage an arborist to identify each distinct biome present on the property. The land area of each distinct biome will be calculated and submitted to the City Arborist for review and approval. The proportionate area of each biome will be calculated as a percentage of the overall property

area.

3. Upon approval of the identified biomes and land area calculations for each, the Applicant will identify a 1-acre sample area in each biome, subject to the approval of the City Arborist. Upon approval of the sample area, the Applicant will cause all trees in excess of 6 inches DBH to be identified and surveyed in the selected sample area.

4. The tree density determined by the survey of the sample area for each biome will be used to determine tree replacement or mitigation requirements. The tree mitigation requirements will be weighted based on the proportionate area represented by each respective biome.

G. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6. In the event reclaimed water is not available in the vicinity at the time the Property is developed, dry reclaimed water lines shall be installed so that they can be connected once the City's reclaimed distribution lines are extended.

H. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. All stormwater retention systems will be designed to meet all required governmental regulations, including all water quality regulations designed to protect natural water bodies and will include, at a minimum:

1. Deed restrictions as part of the homeowners' association documents that specify that the only permitted activities in the upland buffers are pruning, planting of

suitable native vegetation, removal of exotic and nuisance pioneer plant species, and the creation and maintenance of catwalks, boardwalks, and walkways leading to permitted docks. Any landscaping or alterations adjacent to natural water bodies will be subject to approval of the homeowner's association.

2. Upland buffers will be shown on the site plan, preliminary plat or other appropriate construction documents, and will be affirmatively protected during construction. Grading of lakeside lots will provide for swales, which prevent or intercept stormwater runoff into the lake and are maintained by the homeowner's association.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the site will be from Dr. Martin Luther King, Jr. Beltway, the future Beresford Avenue extension and CR 4139. The Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations. The primary subdivision spine road that connects from Dr. Martin Luther King, Jr. Beltway to County Road 4139 shall be completed no more than five (5) years after completion of subdivision infrastructure for the first platted phase.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies.

3. Beresford Extension. The extension of Beresford Avenue from Blue Lake Avenue to State Road 44 is a key infrastructure improvement for the eastern portion

of the City. As part of the development, the following improvements associated with the Beresford Avenue extension will be made as part of the platting for the initial phase of the project:

a. Dedication of right of way for the Beresford Avenue extension from Dr. Martin Luther King, Jr. Beltway/Kepler Road to the eastern terminus of the property as shown on the PD Concept Plan, Exhibit "B" will be made to the City of DeLand in connection with the first phase of development; and

b. Construction of a portion of the Beresford Avenue Extension from Dr. Martin Luther King, Jr. Beltway/Kepler Road to the access road for the northern phase of the project and all associated intersection improvements related thereto at its intersection with Dr. Martin Luther King, Jr. Beltway/Kepler Road will be completed with the northern phase of the project, as further determined by the use permit issued by the County of Volusia.

J. Internal Roadways. All rights-of-way will be a minimum of fifty (50) feet wide and any rights-of-way with on-street parking will be a minimum of fifty-two (52) feet wide. All internal roads will be dedicated to the city. The permitted centerline radius may be reduced from the standard requirement of 100 feet down to the provided 50 feet, subject to engineering approval by the City during the subdivision approval process.

K. Home or Property Owners Association. The application shall create a property owners' association. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall

bear and pay all costs for recording all of the aforementioned documents.

The City shall encourage a mixture of design facades within the development, and the Developer shall avoid a repeating sequence of designs and shall not utilize the same design on lots within 3 single-family lots of each other on the same side of the street. The property owner's association shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this Section as part of the construction permit submittal for the lot.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the PARK LAKE ESTATES PD, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

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

M. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PARK LAKE ESTATES PD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article 12 of the City of

DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

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

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

ATTEST:

City Commission of DeLand Florida

_____

Michael Pleus
City Manager

_____

Robert Apgar
Mayor

STATE OF FLORIDA

CITY OF DELAND

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

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.: _____

My Commission Expires: _____

WITNESSES:

Aaron Matson Principal

Name, Title, Cap 5 Development, LLC, Applicant

The foregoing instrument was acknowledged before me this 17 day of January, 2020 (mo/yr), by (Aaron Matson), applicant, who is personally known to me or who has produced _____ as identification ~~and by (_____)~~, ~~property owner~~, who is personally known to me or who has produced _____ as identification

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Ohio

Type or Print Name: Mandy LeBeau

Mandy LeBeau

Commission No.: _____

My Commission Expires: _____

NOTARIAL SEAL
STATE OF OHIO

MANDY LeBEAU, Notary Public
In and for the State of Ohio
My Commission Expires August 29, 2020

WITNESSES:

Summer D. Meents

Elizabeth F. Williams Elizabeth, Manager

Earl W. Colvard Manager

Lake Park Estate, LLC, Property Owner

The foregoing instrument was acknowledged before me this 21 day of April 2020 (mo/yr), by (_____), applicant, who is personally known to me or who has produced _____ as identification and by (Earl W. Colvard + Elizabeth F. Williams property owner, who is personally known to me or who has produced _____ as identification

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Tina Gilmer

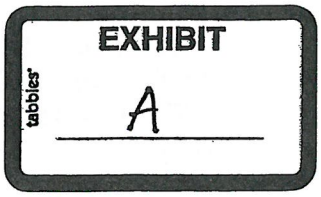
Commission No.: GG 249702

My Commission Expires: Oct. 15, 2022

TINA GILMER
Notary Public - State of Florida
Commission # GG 249702
My Comm. Expires Oct 15, 2022
Bonded through National Notary Assn.

LEGAL DESCRIPTION

7024-00-00-0025, 7013-00-00-0011 & 7023-00-00-0015



PARCEL B:

LANDS SITUATED IN SECTION 13, 23 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1338.66 FEET TO THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 13; THENCE RUN SOUTH 89 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTH ½ OF THE SOUTHWEST ¼, A DISTANCE OF 1018.28 FEET; THENCE RUN SOUTH 01 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 264.14 FEET; THENCE RUN SOUTH 89 DEGREES 42 MINUTES 12 SECONDS EAST A DISTANCE OF 330.17 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN DEED BOOK 10, PAGE 616, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 01 DEGREE 31 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 434.18 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 725.24 FEET; THENCE RUN SOUTH 05 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 337.14 FEET; THENCE RUN SOUTH 29 DEGREES 12 MINUTES 26 SECONDS WEST, A DISTANCE OF 1159.67 FEET; THENCE RUN SOUTH 60 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 962.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 10 MINUTES 40 SECONDS; THENCE RUN SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 649.59 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 80 DEGREES 01 MINUTES 27 SECONDS EAST, A DISTANCE OF 1039.70 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 4139; THENCE RUN SOUTH 19 DEGREES 57 MINUTES 26 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 301.80 FEET; THENCE RUN SOUTH 89 DEGREES 00 MINUTES 51 SECONDS EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 16.06 FEET; THENCE RUN SOUTH 19 DEGREES 57 MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 385.42 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN SOUTH 65 DEGREES 29 MINUTES 38 SECONDS WEST, A DISTANCE OF 372.31 FEET; THENCE RUN NORTH 26 DEGREES 45 MINUTES 29 SECONDS WEST, A DISTANCE OF 216.76 FEET; THENCE RUN NORTH 47 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 117.55 FEET; THENCE RUN SOUTH 73 DEGREES 54 MINUTES 21 SECONDS WEST, A DISTANCE OF 159.10 FEET; THENCE RUN NORTH 83 DEGREES 07 MINUTES 08 SECONDS WEST, A DISTANCE OF 228.92 FEET; THENCE RUN SOUTH 73 DEGREES 26 MINUTES 58 SECONDS WEST, DISTANCE OF 328.99 FEET; THENCE RUN SOUTH 39 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 234.81 FEET; THENCE RUN SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 115.05 FEET TO THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE AFOREMENTIONED SECTION 24; THENCE RUN

PLANNED DEVELOPMENT PLAN
FOR
PARK LAKE ESTATES, PARCEL B

PARCELS: 701300000011, 702300000015, 702400000025

SECTIONS 13, 23 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST

DR MARTIN L KING JR PKWY

CITY OF DELAND, FLORIDA

FOR

CAP 5 DEVELOPMENT, LLC

1323 BROOKHAVEN DRIVE

ORLANDO, FL 32803

PHONE: (407) 924-2846

tabbies

EXHIBIT B

LEGAL DESCRIPTION:

PARCEL B:

LANDS SITUATED IN SECTION 13, 23 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN N01°08'33"W, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1338.88 FEET TO THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 13; THENCE RUN S89°42'12"E, ALONG THE NORTH LINE OF SAID SOUTH ½ OF THE SOUTHWEST 1/4, A DISTANCE OF 1018.28 FEET; THENCE RUN S01°33'28"E, A DISTANCE OF 264.14 FEET; THENCE RUN S89°42'12"E A DISTANCE OF 330.17 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN DEED BOOK 10, PAGE 616, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S01°31'58"E, ALONG SAID WEST LINE, A DISTANCE OF 434.18 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN S89°46'08"E, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 725.24 FEET; THENCE RUN S05°14'47"W, A DISTANCE OF 337.14 FEET; THENCE RUN S29°12'28"W, A DISTANCE OF 1158.67 FEET; THENCE RUN S80°47'53"E, A DISTANCE OF 962.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 39°10'40"; THENCE RUN SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 649.50 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°01'27"E, A DISTANCE OF 1039. 70 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 4139; THENCE RUN S19°57'36"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 301.80 FEET; THENCE RUN S89°00'51"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 18.06 FEET; THENCE RUN S19°57'36"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 385.42 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN S65°29'38"W, A DISTANCE OF 372.31 FEET; THENCE RUN N26°45'29"W, A DISTANCE OF 218.78 FEET; THENCE RUN N47°20'56"W, A DISTANCE OF 117.55 FEET; THENCE RUN S73°54'21"W, A DISTANCE OF 159.10 FEET; THENCE RUN N83°07'08"W, A DISTANCE OF 228.92 FEET; THENCE RUN S73°26'58"W, A DISTANCE OF 328.99 FEET; THENCE RUN S39°30'34"W, A DISTANCE OF 234.81 FEET; THENCE RUN S89°34'48"W, A DISTANCE OF 115.05 FEET TO THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE AFOREMENTIONED SECTION 24; THENCE RUN N00°22'01"W, ALONG SAID EAST LINE, A DISTANCE OF 97.23 FEET TO THE SOUTHEAST CORNER OF THE NORTH 7 CHAINS OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE RUN N89°53'18"W, ALONG THE SOUTH LINE OF SAID NORTH 7 CHAINS, A DISTANCE OF 1341.77 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 7 CHAINS; THENCE RUN S00°52'58"E, ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE NORTHWEST 1/4, A DISTANCE OF 806. 78 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE NORTHWEST 1/4; THENCE RUN N89°53'09"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHWEST 1/4, A DISTANCE OF 666.80 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SOUTHWEST ¼ OF THE NORTHWEST 1/4; THENCE RUN N01°08'33"W, ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 1026.70 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE NORTHWEST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE RUN N89°53'16"W, ALONG THE SOUTH LINE OF SAID NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4, A DISTANCE OF 871.43 FEET TO THE SOUTHWEST CORNER OF SAID NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4; THENCE RUN S01°23'54"E, ALONG THE WEST LINE OF SAID SECTION 24 AND THE EAST LINE OF THE AFOREMENTIONED SECTION 23, A DISTANCE OF 726.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 300 FEET OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE RUN S89°32'37"W, ALONG SAID NORTH LINE OF THE SOUTH 300 FEET, A DISTANCE OF 300.06 FEET TO A POINT ON THE WEST LINE OF THE EAST 300 FEET OF SAID SECTION 23; THENCE RUN S01°23'51"E, ALONG SAID WEST LINE OF THE EAST 300 FEET, A DISTANCE OF 300.06 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE RUN S89°32'37"W, ALONG SAID SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 23, A DISTANCE OF 305.66 FEET TO THE EAST RIGHT-OF-WAY LINE OF WEST VOLUSIA BELTWAY; THENCE RUN N00°24'37"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2314.28 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S89°47'03"E, A DISTANCE OF 330.02 FEET TO A POINT ON A LINE LYING 300 FEET EAST OF, WHEN MEASURED PERPENDICULARLY TO, SAID EAST RIGHT-OF-WAY LINE; N00°24'37"W, ALONG SAID LINE, A DISTANCE OF 330.02 FEET; THENCE RUN N89°47'03"W, A DISTANCE OF 330.02 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF WEST VOLUSIA BELTWAY; THENCE RUN N00°24'37"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 91.60 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE RUN N89°21'14"E, ALONG SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 23, A DISTANCE OF 558.51 FEET TO THE POINT OF BEGINNING.

PARCEL B CONTAINING 198.02 ACRES MORE OR LESS PER SURVEY.

CONTAINING 197.01 ACRES MORE OR LESS AS CALCULATED PER SURVEY BOUNDARY.

INDEX OF SHEETS

SHEET	SHEET TITLE
C-001	COVER SHEET
SV-01	BOUNDARY AND WETLAND SURVEY
C-002	EXISTING CONDITIONS PLAN
C-100	PD CONCEPT PLAN
C-101	PD CONCEPT PARKING PLAN
C-200	GENERALIZED LANDSCAPE PLAN

MADDEN
MOORHEAD & STOKES, INC.
CIVIL ENGINEERS
431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

PROJECT TEAM MEMBERS:

OWNER:
LAKE PARK ESTATE, LLC
PO BOX 457
DELAND, FL 32721

DEVELOPER:
CAP 5 DEVELOPMENT, LLC
1323 BROOKHAVEN DRIVE
ORLANDO, FL 32803
PHONE: (407) 924-2846
CONTACT: BRIAN MARTIN

ENGINEER:
MADDEN, MOORHEAD, & STOKES, INC.
431 E HORATIO AVENUE, SUITE 260
MAITLAND, FL 32751
PHONE: (407) 629-8330
CONTACT: CHAD MOORHEAD, PE

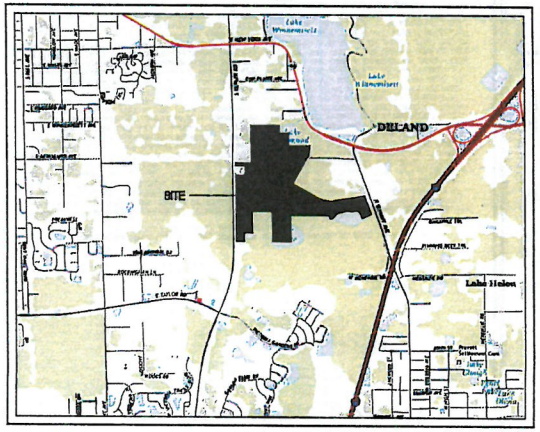
SURVEYOR:
ELLIS SURVEYING, LLC
P.O. BOX 180052
ALTAMONTE SPRINGS, FL 32716
PHONE: (407) 834-6003
CONTACT: BOB ELLIS, PLS

ENVIRONMENTAL:
BIO-TECH CONSULTING
2021 E. ROBINSON STREET
ORLANDO, FL 32803
PHONE: (407) 894-5969

LEGAL:
COBB COLE
231 NORTH WOODLAND BLVD
DeLAND, FL 32720
PHONE: (407) 628-8330
CONTACT: MARK WATTS

PLANNER:
AGMCL LLC
235 S MAITLAND AVENUE, SUITE 116
MAITLAND, FL 32751
PHONE: (407) 622-8094
CONTACT: GEOFFREY HAMEL

VICINITY MAP
1" = 2,000'

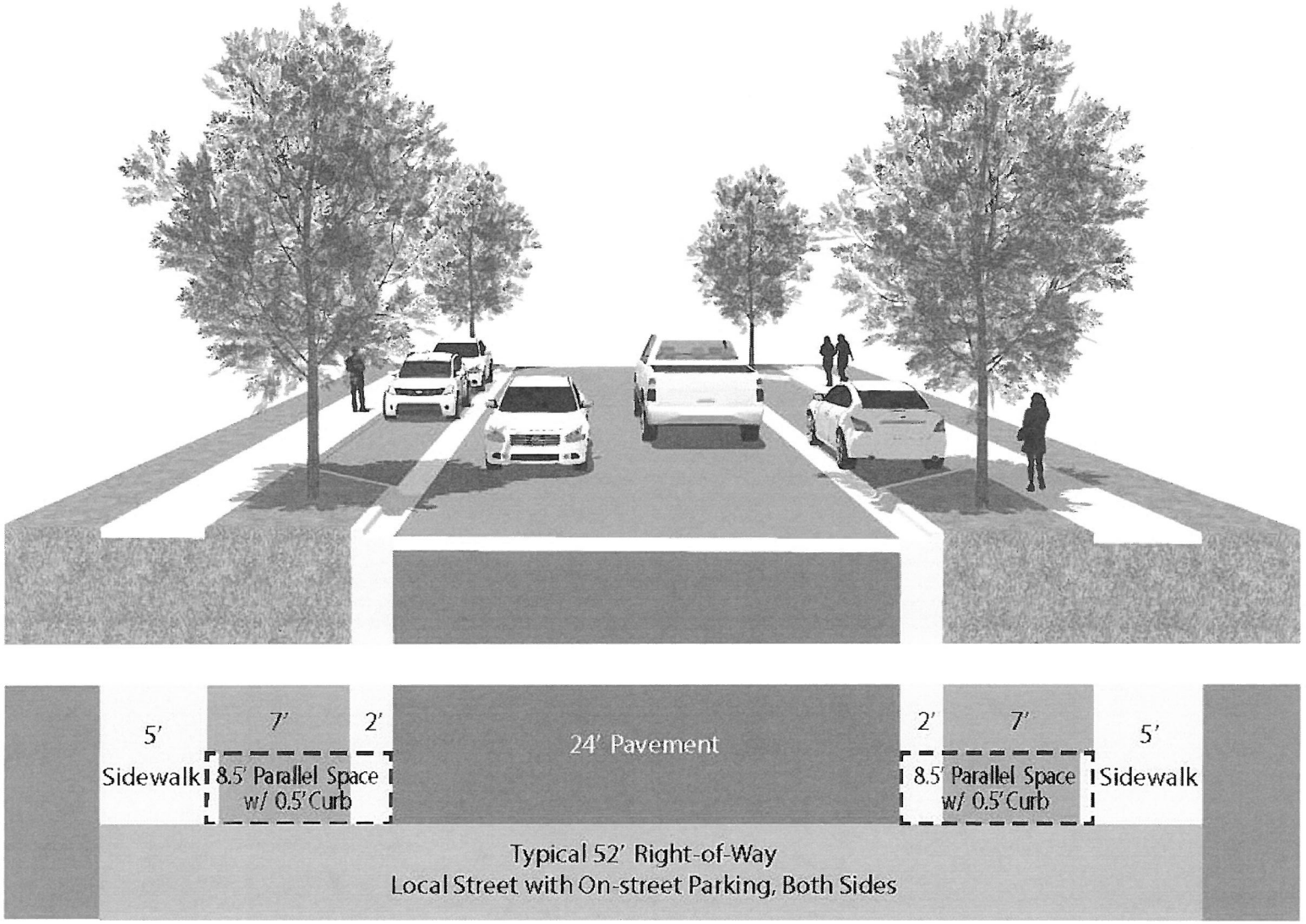


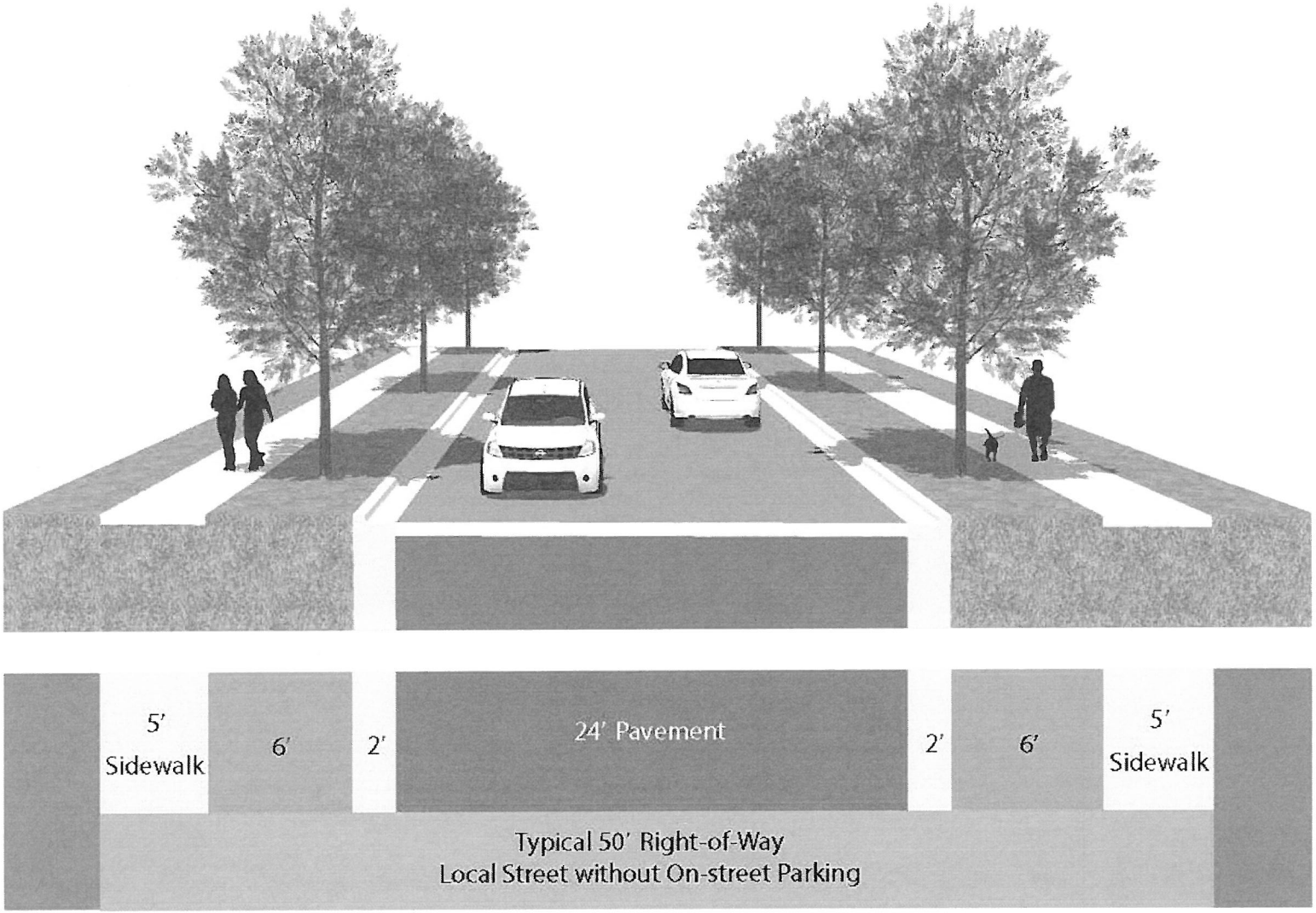
PARK LAKE ESTATES PDP (JOB NO. 19040)

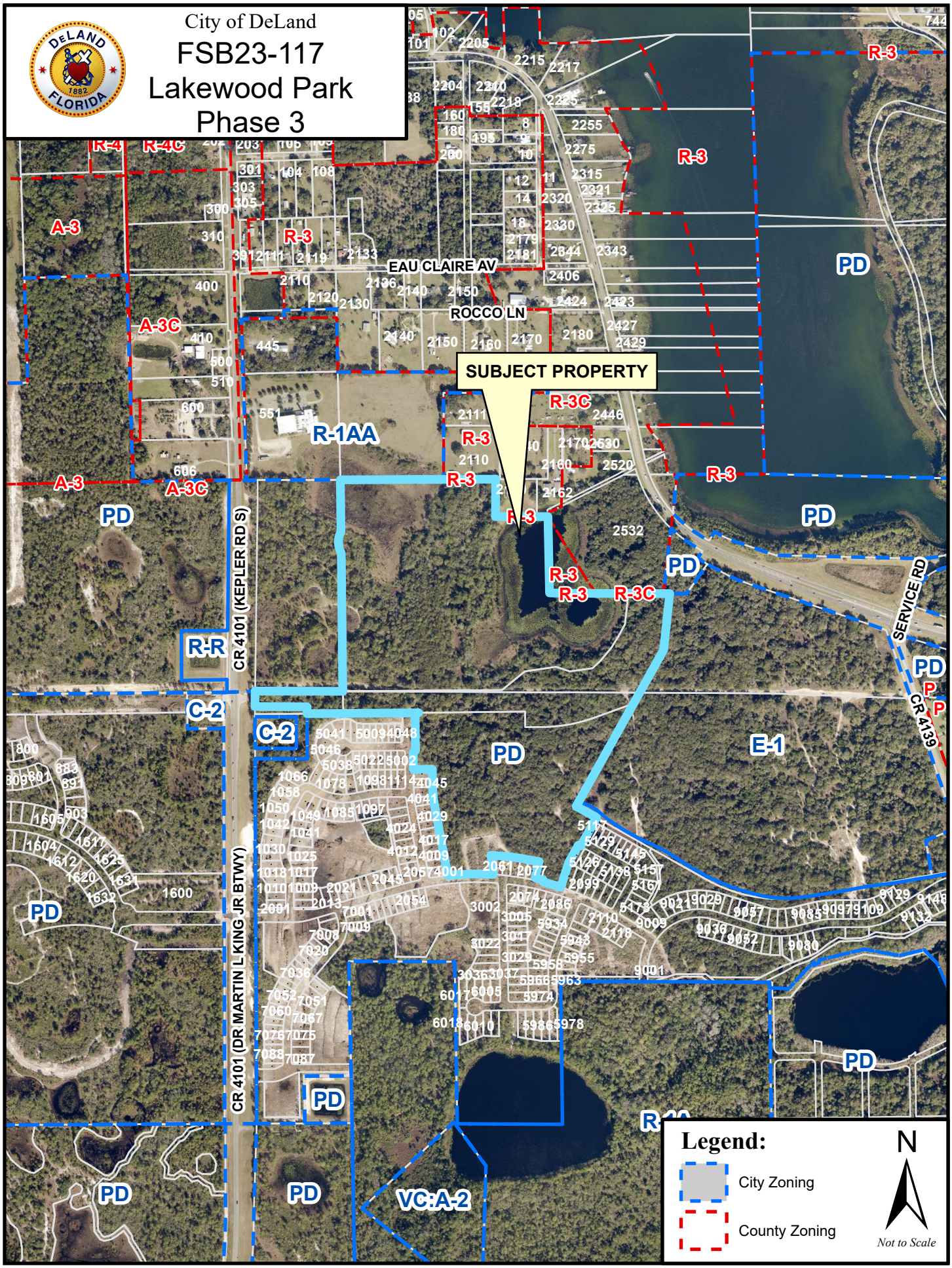
MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 628-4535
EXISTING CONDITIONS PLAN
FOR
PARK LAKE ESTATES
CITY OF DELAND
FLORIDA
DDC MANAGEMENT, LLC
1323 BROOKHAVEN DRIVE
DELAND, FL 32803
(407) 324-2846
AGMC
CERTIFICATE OF AUTHORIZATION NO. EB-0003723
ENGINEER IN CHARGE:
DATE
REVISIONS
06/19/19 PER TRC COMMENTS DATED 08-15-2019
JOB #: 19040
DATE: 07-02-2019
SCALE: 1" = 300'
DESIGNED BY: DM
DRAWN BY: DM
APPROVED BY: CHM
C-002
K:\Data\19040\Dwg\PD Plot\C002_EC_19040.dwg August 23, 2019 12:26 PM
WETLAND LEGEND
WETLAND IMPACT
WETLANDS TO BE PRESERVED
WETLAND NOTES
1. PROPOSED WETLAND IMPACTS ARE APPROXIMATE AND TO BE FURTHER REVIEWED DURING THE SITE DEVELOPMENT PLAN APPROVAL PROCESS.
2. PROPOSED WETLAND MITIGATION TO BE PROVIDED PER CONCURRING JURISDICTION AND APPLICABLE WATER MANAGEMENT DISTRICT REQUIREMENTS.
WETLAND PRESERVATION SUMMARY
EXISTING
WETLANDS CALCULATED PER SURVEYED LIMITS 43.13
PROPOSED WETLAND IMPACTS 1.60
WETLAND PRESERVATION 41.53
GRAPHIC SCALE
1 INCH = 300 FT.
LEGEND
ZONING
FUTURE LAND USE
JURISDICTION
FEMA NOTE
PER FEMA FIRM PANELS NO. 12127C0791 H & 12127C0795 H, DATED 12/17/2010, PANELS 791 & 795 OF 850, EFFECTIVE DATE OF FLOOD INSURANCE RATE MAP: 12/17/2010, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" AND ZONE "A". ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE "A" IS DEFINED AS AREAS WITH A 1% ANNUAL CHANCE OF FLOODING, FOR WHICH NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED.
PROJECT BOUNDARY
CR 4139
DR MLK JR BELTWAY
ZONE A
ZONE X
WETLAND 1 15.51 ACRES
WETLAND 2 11.07 ACRES
WETLAND 3 17.55 ACRES
WETLAND 1 (IMPACT) 0.41 ACRES
WETLAND 2 (IMPACT) 0.39 ACRES
WETLAND 3 (IMPACT) 0.80 ACRES
APPROXIMATE LOCATION OF ZONE "A" FLOODPLAIN PER FIRM MAP (TYP)

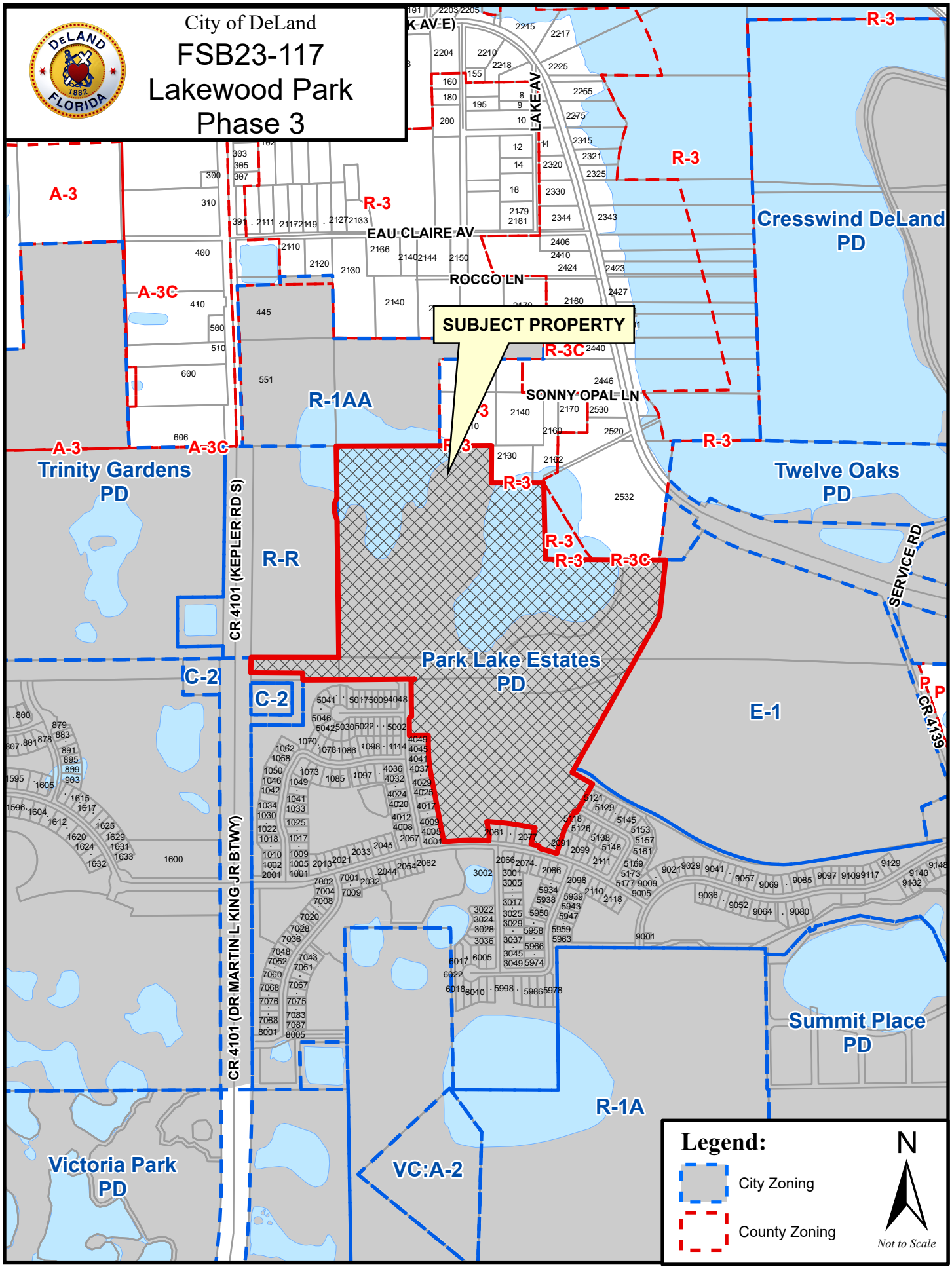
MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, FL 32751
(407) 629-8330
PD CONCEPT PARKING PLAN
FOR
PARK LAKE ESTATES
CITY OF DELAND
FLORIDA
DDC MANAGEMENT, LLC
1323 BROOKHAVEN DRIVE
DELAND, FL 32803
(407) 924-2446
AGMC
CERTIFICATE OF AUTHORIZATION NO. EB-0001723
ENGINEER IN CHARGE:
DATE
REVISIONS
06/16/19 PER RC COMMENTS DATED 06-13-2019
JOB #: 19040
DATE: 07-02-2019
SCALE: 1" = 200'
DESIGNED BY: BH
DRAWN BY: CHM
APPROVED BY:
C-101
H:\Data\19040\Eng\PD Plan\C101_PARKING_19040.dwg August 29, 2019 12:26 PM
LEGEND:
WETLANDS TO BE PRESERVED
STORMWATER MANAGEMENT
OPEN SPACE / RECREATION / PARK / BUFFER
ROW DEDICATION
COMMUNITY MAILBOX
COMMUNITY SIGNAGE
GRAPHIC SCALE
(IN FEET)
1 inch = 800 ft
SECTION A / 52' RIGHT-OF-WAY
SECTION B / 52' RIGHT-OF-WAY
SECTION C / 52' RIGHT-OF-WAY
SECTION D / 50' RIGHT-OF-WAY
PARKING CALCULATIONS
PROJECT BOUNDARY
FUTURE BERESFORD AVE ROW DEDICATION (MAJOR) 4.88 ACRES
DAYTONA STATE COLLEGE WEST CAMPUS
FLU - PUBLIC / SEMI-PUBLIC (COUNTY)
CR 4139
SUMMIT PLACE PD
FLU - GATEWAY (DELAND)
ROYAL OAKS PD
FLU - MIXED COM HISTORIC OVERLAY (DELAND)
CR 4139 ROW DEDICATION (MAJ) 14.14 ACRES
DAYTONA PARK
ON-STREET PARKING (TYP)
COMMUNITY SIGNAGE (TYP)
STORMWATER MANAGEMENT 11
WETLAND 5
WETLAND 4
WETLAND 10
WETLAND 9
WETLAND 8
WETLAND 7
WETLAND 6
WETLAND 3
WETLAND 2
WETLAND 1
WETLAND 12
WETLAND 13
WETLAND 14
LAKE DIAMOND
LAKE MOORE
PARK & LAKE ACCESS
FLU - EDUC (DELAND)
FLU - LDR (DELAND)
FLU - MDR (DELAND)
FLU - NAT (COUNTY)
FLU - MIXED COM (DELAND)
E. NEW YORK AVE.
BERESFORD AVE
DR MLK JR BELTWAY
40'X120' LOTS
50'X120' LOTS
SF HOME (TYP)

EXHIBIT
C
tabbies
5'
Sidewalk
7'
2'
24' Pavement
2'
8.5' Parallel Space
w/ 0.5' Curb
7'
5'
Sidewalk
Typical 52' Right-of-Way
Local Street with On-street Parking, Single Side


5'
Sidewalk
7'
8.5' Parallel Space
w/ 0.5' Curb
2'
24' Pavement
2'
8.5' Parallel Space
w/ 0.5' Curb
7'
5'
Sidewalk
Typical 52' Right-of-Way
Local Street with On-street Parking, Both Sides


5′
Sidewalk
6′
2′
24′ Pavement
2′
6′
5′
Sidewalk
Typical 50′ Right-of-Way
Local Street without On-street Parking


City of DeLand
FSB23-117
Lakewood Park
Phase 3
SUBJECT PROPERTY
EAU CLAIRE AV
ROCCO LN
CR 4101 (KEPLER RD S)
CR 4101 (DR MARTIN L KING JR BTWY)
SERVICE RD
CR 4139
R-4
R-4C
A-3
A-3C
R-3
R-3C
R-1AA
R-R
C-2
PD
E-1
VC:A-2
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
FSB23-117
Lakewood Park
Phase 3
SUBJECT PROPERTY
EAU CLAIRE AV
ROCCO LN
SONNY OPAL LN
LAKE AV
CR 4101 (KEPLER RD S)
CR 4101 (DR MARTIN L KING JR BTWY)
SERVICE RD
CR 4139
A-3
A-3C
R-3
R-3C
R-1AA
R-R
C-2
E-1
R-1A
VC:A-2
Cresswind DeLand PD
Twelve Oaks PD
Trinity Gardens PD
Park Lake Estates PD
Summit Place PD
Victoria Park PD
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
November 20, 2023

SUBJECT: Consideration re Utility Service Agreement for DeLand Commons.

DEPARTMENT: Utilities

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

ATTACHMENTS: DeLand Commons USA - Revised October 10 2023, Executed Downtown Redevelopment Incentive Grant Agreement, Requested Amendment to Downtown Incentive Agreement - Atl. Hous.

APPROVED BY: Michael Pleus, City Manager, November 14, 2023

SUMMARY/HIGHLIGHT:

DeLand Commons subdivision is located at the Southeast corner of the intersection of East Voorhis Ave and South Clake Street and the Northeast section of the intersection of East Voorhis and South Woodland Blvd. The proposed residential apartments, carriage homes, and townhomes subdivision will provide 169 residential units and up to 11,000 square feet of non-residential space at build out. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. It also identifies the required Downtown Fair Share Payment of $1,750 per residential unit that is due, which is in addition to typical utility connection charges. The attached agreement also identifies the credits that the developer is entitled to for off-site utility improvements and public infrastructure improvements that were over and above what would have been required for this project alone.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the City will receive water and sewer impact fees and ongoing Utility revenue from the 180 units constructed at buildout.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The Developer of this project previously entered into an incentive agreement with the City and the CRA. It provided for a reimbursement of increased TIF revenues related to the project so long as certain benchmarks were met with the development. The Developer has requested that the City increase the maximum amount of the grant incentive. Staff did not support this request but understands that the applicant will bring this matter

up when the Commission considers this USA. The applicant has provided staff with a written amendment and staff has attached a copy of the original incentive agreement as well as the requested amendment.

UTILITY SERVICE AGREEMENT
FOR
DELAND COMMONS

THIS AGREEMENT is entered into this __ day of _____, 2023, between the City of DeLand (City) and DELAND COMMONS PARTNERS, LTD (Developer) regarding utility service for the DeLand Commons project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located in the South East corner of the intersection of East Voorhis Ave and South Clake Street and the North East section of the intersection of East Voorhis Ave and South Woodland Blvd. FL and described as:

TAX PARCEL NUMBERS

701601110027
W 182 FT OF S 120 FT AKA S 2/5 OF LOT 2 BLK 11 HOWRYS ADD DE LAND & INC LOT 1 SUB S 1/2 OF BLK 11 HOWRY ADDITION TO DELAN D PER OR 5762 PGS 0697-0698 PER OR 5725 PGS 1149-1152 INC PE

701601110028
E 52.35 FT ON N/L OF W 234.35 FT OF S 47.66 FT ON E/L OF N 2 83.17 FT OF LOT 2 BLK 11 HOWRYS ADD DELAND MB 12 PG 175 PER OR 5847 PG 2181 PER OR 8180 PG 2138

701619000020
16-17-30 LOT 2 SUB OF S 1/2 OF BLK 11 HOWRYS ADDITION TO DEL AND MG 15 PG 48 PER OR 5847 PG 2183 PER OR 7465 PG 0307 PER OR 8180 PG 2130

701619000120
16 17 30 LOT 12 & N 16 FT OF LOT 6 E OF LOT 2 & N 16 FT OF L OT 7 EXC E 3.5 FT SUB S 1/2 BLK 11 HOWRYS ADDITION TO DELAND MB 15 PG 48 PER OR 6288 PG 4506 PER OR 7465 PG 0307 PER OR

701619000130
LOT 13 SUB S 1/2 BLK 11 HOWRYS ADD DELAND MB 6 PG 51 PER OR 4284 PG 3696 PER OR 6288 PGS 4506-4507 PER OR 8180 PG 2130

701619000140
LOT 14 SUB S 1/2 BLK 11 HOWRYS ADD DELAND MB 6 PG 51 PER OR 4284 PG 3696 PER OR 6288 PGS 4506-4507 PER OR 8180 PG 2130

701619000080
LOT 8 & E 3.5 FT OF LOT 7 SUB S 1/2 BLK 11 HOWRYS ADDDELAND PER OR 4284 PG 3696 PER OR 6322 PGS 4432-4433 & PER OR 7171 PG 2777 PER OR 8180 PG 2130

701619000090

LOT 9 SUB S 1/2 OF BLK 11 HOWRYS ADD DELAND PER OR 4284 PG 3 696 PER OR 6322 PGS 4432-4433 PER OR 8180 PG 2130

701619000100

LOT 10 SUB S 1/2 BLK 11 HOWRYS ADD DELAND PER OR 4284 PG 369 6 PER OR 6322 PGS 4432-4433 PER OR 8180 PG 2130

701619000110

LOT 11 SUB S 1/2 OF BLK 11 HOWRYS ADD DELAND DB 113 PG 455 P ER OR 4284 PG 3696 PER OR 6365 PG 583 PER OR 7495 PG 4967 PE R OR 8180 PG 2133

701612000010

LOT A CLAKES SUB IN BLK 14 HOWRYS ADD DELAND MB 5 PG 2 MB 15 PG 175 PER OR 4633 PGS 0174-0175 PER OR 5882 PG 0981 PER OR 6821 PG 2424 PER OR 7275 PGS 2249-2250 PER OR 8133 PG 3895

701612000020

LOT B CLAKES SUB BLK 14 HOWRYS ADD DELAND MB 5 PG 2 MB 15 PG 175 PER OR 4633 PGS 0174-0175 PER OR 5882 PG 0981 PER OR 6 821 PG 2424 PER OR 7275 PGS 2249-2250 PER OR 8133 PG 3895

701601140040

LOT 4 BLK 14 HOWRYS ADD DELAND MB 21 PG 191 PER OR 4633 PGS 0174-0175 PER OR 5726 PG 3219 PER OR 5726 PG 3224 PER OR 588 2 PG 0981 PER OR 5963 PG 2000 PER OR 5963 PG 2002 PER OR 596

701601140030

LOT 3 BLK 14 HOWRYS ADD DELAND MB 21 PG 191 PER OR 4633 PGS 0174-0175 PER OR 5726 PG 3219 PER OR 5726 PG 3224 PER OR 588 2 PG 0981 PER OR 6821 PG 2424 PER OR 7275 PGS 2249-2250 PER

701612000150

W 127 FT OF LOTS 15 & 16 CLAKES SUB BLK 14 HOWRYS ADD DELAND MB 5 PG 2 MB 15 PG 175 PER OR 5220 PG 0724 PER UNREC D/C PE R OR 8221 PG 1656

Section 2. Service conditioned on construction and acceptance of systems. No water, wastewater or reuse service shall be provided to any part of the property, and no connections to such systems shall be allowed, until the Developer has installed system facilities and improvements in accordance with approved plans and specifications and the City has accepted the conveyance of the systems in writing. The Developer shall apply in writing to the City Engineer for acceptance of the systems. Upon acceptance of the systems, all construction guarantees in favor of the City shall be released.

Section 3. Installation of improvements. The Developer shall install, at its own initial cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water, wastewater or reuse service and to connect the property to existing City facilities and systems. Upon completion, all off-site and onsite utility improvements shall be conveyed and dedicated to the City unless noted differently below. The improvements to be constructed by the Developer off the Developer's property (off-site improvements) shall include:

- One 8” x 8” wet tap with an 8” stainless steel tapping sleeve, 8” gate valve, and approximately 10 LF+/- of 8” PVC piping.
- One 8” x 4” wet tap with an 8” stainless steel tapping sleeve, 4” gate valve, and approximately 10 LF+/- of 4” PVC piping.
- One 8” x 8” wet tap with an 8” stainless steel tapping sleeve, 8” gate valve, 12” x 8” reducer and approximately 660 LF+/- of 12” PVC piping and four 12” gate valves.
- One 6”x 6” wet tap with a 6” stainless steel tapping sleeve, 6” gate valve, 12” x 6” reducer.
- One 12” x 8” tee, one 8” gate valve, and approximately 180 LF +/- of 8” PVC piping in utility easement to 4” meter.
- One 12” x 8” tee, two 8” gate valve, one hydrant, and approximately 360 LF +/- of 8” PVC piping, and one cap with 2” blow off.
- One 12” x 8” tee, one 8” gate valve, and approximately 10 LF +/- of 8” PVC piping.
- One 12” x 4” tee, one 4” gate valve, and approximately 10 LF +/- of 4” PVC piping.
- One 8” core on existing manhole and approximately 30 LF +/- of 8” gravity PVC piping.
- One Dog House Manhole and approximately 30 LF +/- of 8” gravity PVC piping.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices. All connections to City facilities shall be made at Developer’s expense

All onsite water main piping after both 4” meters and RPZ’s on fire lines, three onsite fire hydrants, all FDC water main piping, two proposed irrigation wells, and all onsite gravity sewer lines, manholes, and cleanouts beyond right of way will be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner. The City will maintain all water mains up to and including the 4” meters or RPZ’s and sewer gravity from the manhole to the property right of way, including doghouse manhole.

Section 4. Approval of design and plans. The design and construction of all facilities to be transferred to and owned and operated by the City shall be subject to prior approval by the City Engineer. The Developer's engineer shall incorporate all applicable standards and specifications of the City into the Developer’s engineering design, plans and specifications. The City shall provide assistance to the Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the improvements.

Section 5. Access to construction; approval of work and materials. The City may inspect the construction to ensure compliance with the approved plans and specifications and shall retain the power of final approval of work and materials.

Section 6. Testing during and after construction. The Developer's engineer shall properly supervise construction and shall certify to the City Engineer that the systems are installed in accordance with the approved design plans and specifications. The Developer shall conduct at its own expense whatever tests are deemed by the City Engineer to be necessary and reasonable to ensure that the systems are being constructed in accordance with the approved engineering plans and specifications.

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

The City shall have absolutely no responsibility whatsoever for the maintenance of any utility lines other than the 8" water main in the easement within the project.

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water, wastewater and reuse systems, facilities and improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those systems. As further evidence of this transfer of title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidences of conveyance required by the City.

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a USB drive) furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

Section 10. Uninterrupted supply not guaranteed. The City does not guarantee an uninterrupted supply of water or reuse at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. The City reserves the right to shut off the water in its mains temporarily for necessary purposes. The City shall not be responsible for any damage caused by low pressure, interruption of service or variations in water quality or content.

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

Section 12. Reimbursement for oversizing of off-site improvements. This Section Not Used

Section 13. Surcharge for non-domestic waste. The terms wastewater or sanitary sewage used in this agreement are meant to include only human waste, including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and, except where specifically excluded, bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. This service agreement, and any charges contained in this agreement, is based on normal domestic sewage, defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water which contains more than these amounts is to be admitted to the sewers the City and all other pollution control agencies must specifically agree to the connection and an additional charge shall be imposed in accordance with City regulations.

Section 14. Developer to obtain permits. The Developer shall obtain all governmental approvals, licenses and permits necessary for the design, routing, construction, connection and use of the water, wastewater and reuse systems to be installed under this agreement. The City shall render assistance to the Developer in obtaining these approvals, licenses and permits.

Section 15. Service of other properties. The City reserves the right to service other properties through the facilities conveyed by the Developer, and nothing in this Agreement shall be deemed to prohibit or prevent the City from extending its water, wastewater or reuse facilities to any other area.

Section 16. Default by Developer. The Developer's failure to carry out any provision in this agreement shall relieve the City from its obligation to provide water, wastewater or reuse service to the property.

Section 17. Covenant to support annexation. This Section Not Used

Section 18. Credit for Offsite Utility Improvements. The Developer shall receive the sum of ONE HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY-SIX AND 51/100 DOLLARS ($103,986.51) as reimbursement for the installation of offsite utility improvements which were not required for the construction of the Developer's project. This amount shall be credited against the Downtown Fair Share Payment addressed in Section 19 below.

Section 19. Downtown Fair Share Payment. The Developer owes to the City a Downtown Fair Share Payment in the amount of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($1,750.00) per unit for each of the ONE HUNDRED SIXTY-NINE (169) residential units being constructed for a total payment of TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($295,750.00). The Developer shall be entitled to a credit against the said Downtown Fair Share Payment in the amount of ONE HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY-SIX AND 51/100 DOLLARS ($103,986.51) for a total Downtown Fair Share Payment due in the amount of ONE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SIXTY-THREE AND 49/100 DOLLARS (191,763.49). This payment shall be made on or before the issuance of certificates of occupancy for the first residential unit in the project. A separate Downtown Fair Share Payment shall be due at the rate of $1,750 per ERU for the approximately 11,000 square feet of commercial space within the project, with such payment being due contemporaneously with the payment of impact fees related to the build out of such commercial space.

Section 20. Streetscape Improvements Credit. The Developer, in accordance with that certain Downtown Redevelopment Incentive Grant Agreement between Developer, the City of DeLand and the Downtown DeLand Community Redevelopment Agency (CRA) and bearing a signature date by the City and the CRA of February 9, 2023, is entitled to a credit for NON-UTILITY related public infrastructure improvements in an agreed amount of ONE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED FORTY-THREE AND 84/100 DOLLARS ($179,943.84). Such payment will be made to the Developer by the City and/or the CRA upon completion of such work in accordance with the terms of the aforementioned Incentive Agreement. Such payment is not related to the City's utility enterprise fund and the payment is referenced here only for the sake of having a complete recitation of credits that have been issued by the City in relation to infrastructure improvements.

Section 21. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

*** Signatures on following page ***

DELAND COMMONS PARTNERS, LTD

_____
Name:_____
Title:_____

ATTEST:

_____
Name:_____
Secretary

_____
Witness

_____
Witness

CITY OF DELAND

_____
Christopher M. Cloudman
Mayor

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

_____
Witness

_____
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____as identification

_____
Notary Public - State of Florida

Name:_____
My Commission expires:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by _____, the _____ of DeLand Commons Partners, LTD who is ☐ personally known to me or ☐ who has produced, _____as identification.

_____
Notary Public - State of Florida

Name:_____
My Commission expires:_____

Contact Information:

PROJECT TEAM MEMBERS:

OWNER:

DELAND COMMONS PARTNERS, LTD.
200 E CANTON AVE SUITE 102
WINTER PARK, FL 32789

DEVELOPER:

DELAND COMMONS PARTNERS, LTD.
MARC GAUTHIER
200 EAST CANTON AVENUE, SUITE 101
WINTER PARK, FLORIDA 32789

ENGINEER:

MADDEN, MOORHEAD, & STOKES, LLC
431 E HORATIO AVE., SUITE 260
MAITLAND, FLORIDA 32751
PHONE: (407) 629–8330

GEOTECHNICAL:

YOVAISH ENGINEERING SERVICES, LLC
953 SUNSHINE LANE
ALTAMONTE SPRINGS, FL 32714
PHONE: (407) 774–9383

ENVIRONMENTAL:

E SCIENCES, INCORPORATED
34 EAST PINE STREET
ORLANDO, FL 32801
PHONE: (407) 481–9006

SURVEYOR:

ALLEN & COMPANY, INC.
16 EAST PLANT STREET
WINTER GARDEN, FL 34787
PHONE: (407) 654–5355

ARCHITECT:

SLOCUM PLATTS
670 NORTH ORLANDO AVE, SUITE 1001
MAITLAND, FL 32751
PHONE: (407) 645–3019

LANDSCAPE ARCHITECT:

FOSTER CONANT & ASSOCIATES
120 W ROBINSON ST,
ORLANDO, FL 32801
PHONE: (407) 648–2225

UTILITY PROVIDERS:

CABLE:

CHARTER COMMUNICATIONS
1195 S. WOODLAND BLVD,
DELAND, FL 32720
PHONE: (407) 532–8614
CONTACT: STACY STAFFORD

POWER:

DUKE ENERGY
400 N. SPRING GARDEN AVE.
DELAND, FL 32720
PHONE: (407) 938–6602
CONTACT: KELLY BEARD

GAS:

FLORIDA PUBLIC UTILITIES
450 S. HIGHWAY 17–92
DEBARY, FL 32713
PHONE: (863) 220–1510
CONTACT: KATIE L. COLE

PHONE:

AT&T
1500 HERBERT ST.
PORT ORANGE, FL 32129
PHONE: (386) 281–6955
CONTACT: JAMES FRANKLIN

WATER & WASTE WATER:

CITY OF DELAND
1101 S. AMELIA AVE.
DELAND, FL 32724
PHONE: (386) 626–7250

DOWNTOWN REDEVELOPMENT INCENTIVE GRANT AGREEMENT

THE CITY OF DELAND, a Florida municipal corporation ("City"), THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND, organized under Chapter 163, Part III, Florida Statutes ("CRA"), and DELAND COMMONS PARTNERS, LTD., a Florida limited partnership ("Developer"), hereby enter into this Downtown Redevelopment Incentive Grant Agreement (this "Agreement").

WITNESSETH:

WHEREAS, Developer and/or its affiliates are the contract purchaser to acquire title to approximately 5.2 acres of land (the "Property") as further described in Exhibit "A", located at the northwest intersection of East Voorhis Avenue and South Alabama Avenue, a portion of which is within the City's designated Downtown Redevelopment Area; and

WHEREAS, Developer proposes to develop the property for multi-family residential buildings, accessory and commercial/live/work spaces, landscaping, and associated infrastructure and amenities adjacent to the footprint of these improvements (the "Project"); and

WHEREAS, in order to facilitate project feasibility, Developer has requested financial assistance from the City and CRA, primarily consisting of tax increment funds to be generated from development of the portion of the Project on the Property within the City's designated Downtown Redevelopment Area; and

WHEREAS, according to the Downtown DeLand Redevelopment Plan, among the most powerful tools associated with Part III Section 163, Florida Statutes, is the availability of tax increment financing to support a wide range of redevelopment initiatives; and

WHEREAS, specifically Developer has requested reimbursement of 90% of the tax increment funds generated on the Property after the Project is completed, up to a maximum of $3,500,000.00; and

WHEREAS, in consideration with the requested assistance, and subject to receipt of all necessary governmental and quasi-governmental approvals and permits, Developer is willing to commit to constructing a minimum of 150 multi-family residential units, first floor commercial live/work space along Woodland Boulevard and associated infrastructure and amenities; and

WHEREAS, the Project shall include certain public infrastructure improvements (the "Public Infrastructure Improvements") as generally described on Exhibit "B" and defined below, that serve the Property and which are intended to benefit the surrounding properties, support existing buildings in the vicinity, foster additional redevelopment, provide additional environmental protections, and generate sustainable economic activity in the Redevelopment Area; and

WHEREAS, Section 166.021(8)(b), Fla. Stat., provides that the governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds towards the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, Section 163.345(1), Fla. Stat., requires that to the greatest extent feasible the CRA will afford maximum opportunity for rehabilitation or redevelopment of the community redevelopment area by private enterprise; and

WHEREAS, Section 163.370(2)(c)5, Fla. Stat., authorizes the CRA to undertake and carry out community redevelopment and related activities within the community redevelopment area, including but not limited to, the carrying out of plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan; and

WHEREAS, the City Commission and CRA find that providing Developer financial assistance for development of the Project as provided above is consistent with the following goals and objectives of the City's Comprehensive Plan:

- *Future Land Use Element*, Policy 2.4 Encourage the locating of high density residential land uses in areas adjacent to employment and commercial centers, with adequate and existing city services (e.g. roads, water, sewer, transit).

- *Future Land Use Element*, Objective 4.1 Encourage residential, commercial, and office infill development within the Downtown.

- *Future Land Use Element*, Policy 4.1.2 Implement development review incentives for development in the Multimodal Supportive and Mixed-Use Overlays, including the Downtown, in order to achieve the desired mix of uses and type of development.

- *Future Land Use Element*, Policy 8.2.2 Mixed-use projects will be encouraged as a way to reduce vehicle miles traveled through the situating of both residential and supportive services within close proximity; for shorter travel distances and for pedestrian and bicycle accessibility by residents of the project and the surrounding neighborhood.

- *Housing Element*, Objective 1.9 Utilize land use patterns that create compact housing development and encourage less use of the automobile and more walkable communities.

- *Housing Element*, Policy 9.1 The city will develop regulations to encourage new development in the core of the city including infill housing.

WHEREAS, the City Commission and CRA find that providing Developer financial assistance for development of the Project as provided above is consistent with the following strategic priorities stated in the Downtown DeLand Redevelopment Plan: (i) increase residential density – lofts, condos, 2nd floor above retail and responsiveness to residential developers, and encourage residential incentives and (ii) encourage mixed use. In addition, being consistent with the following recommendation highlights included in the Downtown DeLand Redevelopment Plan:

- Create opportunities for new residential products through incentives and land assembly.

- Stimulate mixed use infill developments along main pedestrian corridors.
- Leverage tax increment to attract private developers.
- Structure incentives based on the increment produced by the development proposal.
- Mitigate impediments to development.

WHEREAS, the City Commission and CRA further find that development of the Project as proposed, will provide for additional in-fill housing, promote a mix of housing opportunities for the City's residents, increase taxable property values, and foster redevelopment of other properties in the Downtown Redevelopment Area;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. RECITALS. The foregoing recitals are true and correct and are incorporated into and made part of this Agreement as if fully set forth herein.

2. DEFINITIONS.

2.1 City – means the City of DeLand.

2.2 City Manager – means the City Manager of the City, or the City Manager's designee.

2.3 Community Redevelopment Act – means part III, chapter 163, Florida Statutes.

2.4 Community Redevelopment Agency or **CRA** – means the Downtown Community Redevelopment Agency located within the corporate limits of the City.

2.5 Developer - means Atlantic Housing Partners, L.L.L.P, or its successors or assigns.

2.6 Downtown Redevelopment Area or **Redevelopment Area** - means that area designated as the Downtown Redevelopment Area by the City.

2.7 Effective Date - means the date of last signature on this Agreement by the Parties.

2.8 Multifamily Buildings - means the new buildings to be constructed on the Property by Developer, to be used primarily with multifamily or mixed uses.

2.9 Project - means the mixed-use development of the Property, including at least 150 residential units, a minimum of 5,000 square feet of live work/commercial space along Woodland Boulevard, surface parking, landscaping and related site amenities. The specific development program is subject to formal engineering and site plan review by the City. A variation of up to ten percent (10%) of the project minimum criteria set forth in this definition that results from the site plan review process shall not require an amendment to this Agreement.

2.10 Property – means the property, consisting of approximately 5.2 acres, as further described in **Exhibit A.**

2.11 Public Infrastructure Improvements – means all capital improvements paid for by or on behalf of the Developer that provide a public benefit other than exclusively to the occupants of the Project, inclusive of pedestrian and vehicular transportation improvements, drainage, storm water, landscaping, and potable water and sanitary sewer utilities, that occur in public right-of-way or adjacent thereto, or within dedicated public easements, or otherwise constructed in connection with construction of the Project, as identified in Exhibit "B", which exceeds the City's minimum land development regulations requirements.

3. PRE-CONDITIONS FOR ENTITLEMENT TO GRANT

Prior to being eligible for the Grant referenced below, Developer must satisfy each of the following pre-conditions:

3.1 Acquisition of Title. Developer will acquire title to the Property and provide the City Manager reasonable proof thereof within six (6) months from the Effective Date, subject to Force Majeure extensions that may be granted below. If Developer does not acquire the Property for any reason, either the City, on behalf of the CRA and the City, or the Developer shall have the right to terminate this Agreement, by providing a minimum of 15 business days prior written notice of such termination to the non-terminating party, and this Agreement shall terminate without further action of the parties.

3.2 Completion of Project.

(a) Developer will construct the Project in compliance with the Performance Standards below.

(b) Subject to extensions for Force Majeure events as provided below, Developer will complete the Project within the earlier of two (2) years after all required permits have been issued or four (4) years from the Effective Date.

(c) The Project will be deemed to be complete when Developer has substantially completed construction, including the Public Infrastructure Improvements, in accordance with all applicable legal requirements, including the provisions of this Agreement, and the City has issued all certificates of occupancy required for the Multifamily Buildings (other than certificates of occupancy needed for the interior buildout of commercial space along Woodland Boulevard).

3.3 Construction of Public Infrastructure Improvements. Developer will cause the design, permitting, and construction of the Public Infrastructure Improvements, in accordance with the provisions of this Section.

(a) *Compliance with Legal Requirements.* All Public Infrastructure Improvements will comply with applicable legal requirements. If Developer proposes to install upgraded features (beyond standard public infrastructure construction requirements) such as upgraded hardscaping, art installations, or decorative light fixtures in the right-of-way or on other public property in conjunction with the development of the Property, approval of such features will only be granted in conjunction

with the City's approval of a public use permit as provided in the Land Development Regulations or other standard City approval processes for permitting private improvements in public rights-of-way.

(b) *Construction Contract Requirements.* Developer will ensure that the contract for construction of the Public Infrastructure Improvements within the public rights of way will: (i) require the contractor to provide adequate liability insurance coverage, of types, in such amounts, and from insurers approved by the City's Risk Manager; and that such insurance names the City as additional insured and providing for thirty (30) days advance written notice to the City if the insurance is cancelled or non-renewed for any reason; (ii) include provisions requiring the contractor to indemnify and hold the City harmless, the form of such provisions being subject to approval by the City Attorney; (iii) require the contractor to provide a performance and payment bond meeting the requirements of Section 3.3.e., below; (iv) require a warranty by the contractor of all labor, materials, and installation for a minimum period of twelve (12) months following the City's acceptance of the Public Infrastructure Improvements, and require the contractor to provide a maintenance bond in the amount of 10% of the estimated cost of constructing such Improvements, as certified by the contractor's design professional and approved by the City's city engineer. The warranty and the bond must be in favor of the City; (v) require that all product warranties be assigned to the City as a condition of the City's acceptance of the Public Infrastructure Improvements; and (vi) provide that Developer's rights under the construction contract will be assignable to the City if Developer abandons construction of the Project or is otherwise unable to diligently prosecute construction of the Project to completion. If Developer elects to use the services of a design-build firm for the design and construction of the Public Infrastructure Improvements, the design-build contract will also meet these requirements.

(c) *Performance and Payment Bond.* The performance and payment bond will be in an amount equal to at least 110% of the estimated cost of constructing the Public Infrastructure Improvements located within the public rights of way as certified by the project engineer and approved by the City's city engineer, in favor of the City. The bond will be in a form acceptable to the City Attorney. The bond must be accompanied by sufficient evidence of the authority of the issuing agent, including a certified copy of the power of attorney of the person signing the bond on the surety's behalf. The surety company executing the bond must be must be rated "A" or better by A.M. Best Key Rating Guide, authorized to do business in the State of Florida, and must be listed by the United States Treasury Department Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

(d) *Certificate of Completion.* At such time as Developer believes the construction of Public Infrastructure Improvements to be complete, Developer will request the City to provide a final inspection walkthrough. The City will promptly schedule and conduct the walkthrough with appropriate technical staff. If City staff identify any technical defects, Developer will cause the construction contractor to repair same and request an additional walkthrough. If based on the walkthrough inspection the City affirms that the work is complete, the City will so notify Developer, which will then be authorized to provide the City a certificate of completion.

(e) *Completion of Public Infrastructure Improvements.* The Public Infrastructure

Improvements will be deemed complete for purposes of this Agreement when the City issues a notice of acceptance. The City will only issue such notice after Developer has submitted the certificate of completion in strict conformance with the requirements above and after all other City requirements related to the acceptance of public infrastructure improvements have been complied with. The City will promptly provide Developer written notice of acceptance once these conditions are met and will then accept any necessary transfers of the Public Infrastructure Improvements in a form acceptable to the City Attorney. The City agrees that completion of the Public Infrastructure Improvements may entitle the Developer to certain credits against impact fees and other development related fees assessed by the City and County of Volusia. The City agrees to provide such impact fee and other development fee credits, as provided by the City's current ordinances and other policies relating to such fees, and to cooperate with the Developer to ensure any such credits or impact fee exemptions due to the Developer from the County are applied to the Project.

(f) *Stormwater Management Facilities*. Developer will own and maintain all necessary stormwater management facilities that exclusively serve the Project. In the event the Public Infrastructure Improvements include joint stormwater management facilities that serve the Project and other property in the vicinity or public roadways, ownership and maintenance of those stormwater management facilities will be determined by subsequent easement agreements acceptable to the City and Developer. The City will cooperate with Developer to provide any necessary connections to the City's stormwater management system. Developer will be responsible for paying the City's normal and customary fees associated with the provision of stormwater management services.

(g) *Water and Sewer Service*. The City as the water and sewer service provider within its municipal boundaries will be the sole provider of such services to the Project. Developer will be responsible for paying the City's normal and customary fees associated with the provision of those services. Developer will execute a standard form utility service agreement with the City. The utility service agreement will acknowledge any credits due to Developer for sewer and water impact or connection fees that result from Public Infrastructure Improvements constructed by or on behalf of the Developer as part of the Project.

3.4 Documentation as to Construction Value. As referenced below, the Performance Standards include a requirement as to minimum construction value. Prior to construction, Developer will be required to submit documentation reasonably satisfactory to the City Manager confirming that this Performance Standard is met. Developer will construct the Project in substantial conformance with the approved pre-construction documentation as to construction value.

4. PERFORMANCE STANDARDS.

4.1 Compliance with Land Development Regulations. Developer will construct the Project in a manner that fully complies with the provisions of the City's Land Development Regulations ("LDR").

4.2 Investment Value. The total Project investment at completion will equal or exceed $30 million. For purposes herein, investment value includes all land costs, building construction costs, landscaping, paving, site work including clearing, grading, and compaction (if required), and all soft costs directly associated with construction such as architect, engineering, surveying, topographical surveys, and all other third-party reports including environmental assessment fees.

4.3 Minimum Capacity. Upon completion, the Multifamily Buildings will contain at least 150 residential dwelling units.

4.4 Inclusion of Associated Site Amenities. Upon completion, the Project will include all landscaping and hardscape improvements associated with the Multifamily Buildings, consistent with the requirements of the LDR.

5. POST-COMPLETION OBLIGATIONS

5.1 Operation, Maintenance, and Repair of Property and Improvements. Upon completion of the Project, and thereafter throughout each calendar year in which Developer is eligible for receipt of an Annual Redevelopment Incentive Grant Payment as described below, Developer will keep and maintain the Property, and all improvements located thereon, including but not limited to the improvements required by this Agreement, in clean, good, first class condition and repair.

6. REDEVELOPMENT INCENTIVE GRANT.

As an inducement for Developer to construct and complete the Project in accordance with the provisions of this Agreement and cause the Public Infrastructure Improvements contemplated herein to be constructed, the CRA will pay Developer a Redevelopment Incentive Grant, in a series of annual payments during the Grant Period, in accordance with the provisions below.

6.1 Definitions. For purposes of this Section, certain terms are defined as follows:

(a) *Annual TIF Revenue Attributable to the Project* - means the portion of the Tax Revenue on the Property allocated to the City of DeLand in the given tax year, less the Base Year Tax Revenue and actually transferred to the CRA by the Volusia County Tax Collector.

(b) *Base Year Tax Revenue* - means the Tax Revenue on the Property in the tax year prior to the date of the first Certificate of Occupancy issued for the Project.

(c) *Grant Period* - The period of time commencing with the first calendar year following Project completion, and continuing until the last calendar year prior to the expiration of the CRA pursuant to law. In the event that the total annual payments have not reached the maximum amount set forth in Section 6.6 below at the end of the Grant Period, neither City nor CRA will be liable for any further payments to Developer.

(d) *Tax Revenue* - means the amount of ad valorem real estate tax revenue that is due on the Property in a given tax year, less taxable amounts not transferred by the Volusia County Tax Collector to the CRA, such as for taxes owed to the Volusia School Taxing District, or other taxing authorities.

6.2 Request for Grant Payment Required. No sooner than May 1st or later than July 1st of each year, Developer must make a written request to the CRA, care of the address for notices below, for the Annual Payment of the Grant for the year. The Developer will attach to the request, proof that taxes were paid in the form of the receipt of payment from the Volusia County Tax Collector.

6.3 Amount of Annual Payment. Subject to the adjustment provided below, the Annual Payment of the Grant shall be 90% of the Annual TIF Revenue Attributable to the Project.

6.4 Source of Funds for Payment. Each year, the source of funds used for the annual payment of the grant shall be solely from the tax increment funds transferred into and actually received by the City's Redevelopment Trust Fund in accordance with the Community Redevelopment Act and City Resolution 2019-01.

6.5 When Annual Payment is Due. The CRA will pay the annual payment of the Grant within 60 days after receipt of Developer's request for payment.

6.6 Maximum Amount of Grant. Subject to adjustments below, the maximum amount of the Redevelopment Incentive Grant will not exceed $3,500,000.00, and the last annual payment of the Grant will be reduced if necessary so that this maximum amount is not exceeded.

7. EXPIRATION OF CRA. Developer acknowledges that, pursuant to Volusia County Resolution No. 2001-233, Volusia County's delegation of authority to the City to exercise community redevelopment powers under the Community Redevelopment Act is scheduled to expire on December 31, 2036. This Agreement shall not be extended past the scheduled expiration date of December 31, 2036 for any reason.

8. ASSIGNMENT BY DEVELOPER.

8.1 Primary Assignee. Developer may assign all of its right, title and interest in, and its obligations under this Agreement to an entity that is created specifically for the development of the Project and that is and will be an entity in which the individual directly or indirectly owning a controlling interest in Developer also is the individual directly or indirectly owning a controlling interest in the assignee (the "Primary Assignee"), provided that such assignment is not effective until such time as the City and CRA receive written notice of such assignment.

8.2 General Assignment. Upon completion of all of Developer's obligations set out herein and City approval of these obligations by issuance of a Certificate of Occupancy, Developer may assign all of its right, title and interest in, and its obligations under this Agreement, to a person or entity other than the Primary Assignee upon the prior written consent of the City and CRA, which consent will not be unreasonably withheld, conditioned, or delayed (the "General Assignment"). Developer will provide the City and CRA with written notice of such proposed General Assignment along with the name, address, and such financial information relating to the proposed assignee as the City and CRA may reasonably require (the "Assignment Information"). The City and CRA will notify Developer of its approval or disapproval of the proposed General Assignment within forty-five (45) days from its receipt of the notice and Assignment Information. In determining whether or not to consent to the proposed General Assignment, the City and CRA may consider, among other factors, the reputation, experience and financial ability of the proposed assignee. In the event of a proposed assignment, the City and CRA, at Developer's request, will provide an estimate of benefits remaining under this Agreement to be provided to Developer. A General Assignment may include separate assignments, from the Developer or the Primary Assignee, of ownership rights in the separate lots or parcels comprising the Property, even where such separate assignments result in separate ownership of the Multifamily Buildings and parking area.

8.3 Assumption. In connection with Developer's assignment of this Agreement pursuant to Section 8.1 or Section 8.2 above, either Developer will remain responsible for, or the assignee must assume in writing, the responsibilities, obligations and duties associated with the interests being assigned by Developer. Upon the assignee's assumption of such responsibilities, obligations and duties, Developer will be relieved of same, and the City will take all necessary reasonable actions to document such assignment with third parties.

9. GENERAL PROVISIONS.

9.1 Consents and Approvals. All consents and approvals which may be given under this Agreement will, as a condition of effectiveness, be in writing. The granting by a Party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a Party to object to any such action taken without the required consent or approval, will not be deemed a waiver by the Party whose consent was required of its right to require such consent or approval for any other act, except as expressly set forth herein to the contrary.

9.2 Governing Law and Venue. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws. Venue in case of any suit filed to enforce the provisions of this Agreement will be in the Middle District of Florida, if filed in federal court, and in the state courts in and for Volusia County, if filed in state court.

9.3 Successors and Assigns. Subject to Section 8, the agreements, terms, covenants, and conditions herein will be binding upon, and inure to the benefit of City, CRA, Developer, and their respective successors and assigns.

9.4 Force Majeure. Except as otherwise expressly provided in this Agreement, if a Party hereto will be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes, work stoppage, permit delays not caused by Developer, or federal, state, and/or local governmental emergency orders or directives, or any other matter beyond the control of any Party hereto, then the performance of such covenant or obligation will be excused for the period of such delay, hindrance, or prevention and the period of the performance of such covenant or obligation will be extended by the number of days equivalent to the number of days of such delay, hindrance, or prevention.

The City Manager is authorized to grant Developer extensions of the various deadlines set forth herein that are necessary due to Force Majeure events, on behalf of the City/CRA without need for formal amendment of this Agreement.

9.5 Notices; Authorized Representatives. Any notice, demand, request or other instrument (any "Notice") which may be or is required to be given under this Agreement will be deemed given and received (a) on the date of delivery when delivered in person (with receipt for delivery), (b) seven days after deposit in the United States mail, when sent by United States certified mail, return receipt requested, postage prepaid, or (c) on the next day following deposit of any such

Notice with an overnight delivery carrier (with receipt evidencing such delivery) such as, but not limited to, Federal Express or UPS to the following:

If to City/CRA:	City Manager 120 S. Florida Ave DeLand, FL 32720
w/copy to:	City Attorney 120 S. Florida Ave DeLand, FL 32720
If to Developer:	DeLand Commons Partners, LTD. Attn: Scott Culp 200 E. Canton Avenue Suite 102 Winter Park, FL 32789
w/copy to:	Cobb Cole Law Firm Attn: Mark A. Watts 231 N. Woodland Boulevard DeLand, FL 32720

Any Party may, at any time, change its address for the above purposes by sending a notice to the other Party stating the change and setting forth the new address. The person designated to receive a party's notice pursuant to this Section will be that Party's authorized representative in all matters arising under this Agreement, except where specifically provided otherwise.

9.6 Event of Default/Termination.

(a) Any one or more of the following events will constitute an Event of Default:

(1) Developer knowingly or intentionally falsifies any report or statement furnished to the City or CRA pursuant to this Agreement.

(2) Developer files a voluntary petition under any federal or state bankruptcy law, or if an involuntary petition under any such law is filed against Developer, and Developer is adjudged to be bankrupt, insolvent, or unable to pay its debts as they mature; or Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed or retained to take charge of and manage a substantial part of the assets of Developer; or any execution or attachment will issue against Developer whereupon the Property, or any part thereof, or any interest therein of Developer will be taken or attempted to be taken, and the same is not released prior to the judicial sale thereunder.

(3) The City's Building Official notifies Developer that any building or other structure located on the Property is an unsafe or dilapidated structure as provided in Section 108 of the International Property Maintenance Code, and the conditions are not remedied within the

time period provided by such notice.

(4) Material breach by Developer, City, or CRA in the performance or observance of any covenant, undertaking, or condition of this Agreement (not referenced in this Section above), which breach is not cured within 30 days after the giving of written notice thereof. If the breach is of such nature that it cannot reasonably be cured within the 30 day period, then an Event of Default will occur if the Party fails to commence the curing of the breach within the 30 day period after notice of breach, or fails to diligently prosecute the curing of same during such period, or fails to cure the same within 90 days after the date notice is given by the other Party. The timeframes for set forth above shall be extended, as necessary, in the event of a Force Majeure event as set forth in Section 9.4 above.

(b) Upon an Event of Default, the Parties will have all remedies available at law or in equity.

9.7 Waiver of Jury Trial. Each Party hereto waives all right to trial by jury in any claim, action, proceeding or counterclaim the Party may have against the other Parties hereto regarding any matters arising out of or in any way connected with this Agreement.

9.8 Compliance with Laws. Developer will be solely responsible for obtaining all zoning, building, and other approvals required in conjunction with the proposed. Developer is responsible at all times for complying with all applicable federal, state, and local laws.

9.9 Severability. If any portion of any term or provision of this Agreement, or the application thereof to any person or circumstances will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent determined by law.

9.10 No Modification. This writing is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, employees, agents, or affiliates will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties or their affiliates will not be relevant or admissible to determine the meaning of any of the terms of this Agreement other than those specifically set forth herein. This Agreement can be modified only by a writing signed by the Party against whom the modification is enforceable.

9.11 City's Police Powers. Nothing contained in this Agreement will be construed as a waiver of, or contract, with respect to the regulatory and permitting authority of the City under applicable laws, rules, and regulations. Further, nothing contained in this Agreement will be construed as a waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

9.12 No General Obligation. Amounts due hereunder will not be or constitute a general

obligation or indebtedness of the City or CRA as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but will be payable solely from the Non-Ad Valorem Revenues in accordance with the terms hereof. Developer will never have the right to compel the exercise of any ad valorem taxing power to pay amounts due hereunder, or be entitled to payment of such from any funds of the City or CRA except from the Non-Ad Valorem Revenues.

9.13 Damage or Destruction/Insurance. Developer will bear all risk of loss, whether from casualty, theft, or other events, to all improvements contemplated by this Agreement, and will be solely responsible for obtaining any insurance necessary to protect against such risk.

9.14 No Third Party Beneficiaries. There are no third party beneficiaries and no party will have any rights pursuant to this Agreement or arising out of this Agreement except for Developer, CRA, and City.

9.15. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by Developer.

9.16 Counterparts. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Agreement.

9.17 Complete Agreement. This Agreement represents the complete understanding by and between the parties with respect to the subjects set forth herein. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement. All parties have participated equally in the drafting and preparation of this Agreement.

9.18 Recordation. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

*** Signatures on following pages ***

IN WITNESS WHEREOF, the Parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

Erin Carello
Witness 1

Erin Carello
Print Name of Witness 1

Julia M. Hewitt
Witness 2

Julia M. Hewitt
Print Name of Witness 2

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

By: _____
Christopher M. Cloudman, Mayor

Attest: Julie A. Hennessy
Julie A. Hennessy, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Mayor and City Clerk, respectively, of the City of DeLand, on behalf of the City. They are personally known to me and did not take an oath.

KENDRA R. CURRY
Commission # GG 347433
Expires August 19, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public
Commission No: GG 347433

Signed, sealed and delivered in the presence of:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND

Erin Carello
Witness 1

By: _____
Christopher M. Cloudman, Chair

ERIN CARELLO
Print Name of Witness 1

Attest: Julie A. Hennessy
Julie A. Hennessy, MMC, City Clerk

Julia M. Hewitt
Witness 2

Julia M. Hewitt
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Chair and City Clerk, respectively, of the Community Redevelopment Agency of the City of DeLand, on behalf of the Agency. They are personally known to me and did not take an oath.

KENDRA R. CURRY
Commission # GG 347433
Expires August 19, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Commission No: GG347433

Signed, sealed and delivered in the presence of:

Witness 1

Cynthia L. Bell
Print Name of Witness 1

Witness 2

Emel H Milavetz
Print Name of Witness 2

DELAND COMMONS PARTNERS, LTD.

By: DELAND COMMONS MANAGERS, L.L.C.

By: _____
~~Tricia Doody,~~ Manager
Paul M Missigman

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/2, 2023 by ~~Tricia Doody,~~ Paul M. Missigman, as Manager of DeLand Commons Managers, L.L.C., a Florida limited liability company, as General Partner of DeLand Commons Partners, LTD. He [X] ~~personally~~ known to me or [ ] produced _____ as identification and did not take an oath.

Notary Public
Commission No: _____

EMEL H. MILAVETZ
Notary Public, State of Florida
Commission No. HH 135262
My Commission Expires August 3, 2025

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Exhibit A

PropertyDescription by Parcel Identification Numbers

PARCEL ID NO.	PROPERTY ADDRESS
7016-19-00-0110	236 S. Alabama Ave. DeLand, FL 32724
7016-19-00-0100	E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0090	E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0080	129 E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0140	S. Alabama Ave. DeLand, FL 32724
7016-19-00-0130	226 S. Alabama Ave. DeLand, FL 32724
7016-19-00-0020	225 S. Woodland Blvd. DeLand, FL 32724
7016-19-00-0120	E. Voorhis Ave. DeLand, FL 32724
7016-12-00-0010	DeLand, FL 32724
7016-12-00-0020	S. Clark St. DeLand, FL 32724
7016-01-14-0040	E. Voorhis Ave. DeLand, FL 32724
7016-01-14-0030	DeLand, FL 32724
7016-01-11-0027	221 S. Woodland Blvd. DeLand, FL 32724
7016-01-11-0028	DeLand, FL 32724

Exhibit B

Public Infrastructure Improvements

Streetscaping and other pedestrian related improvements at the exterior (ie. fronting Woodland Boulevard, Voorhis Avenue and/or Alabama Avenue) shall be designed and constructed in connection with the Project. The required streetscaping along Woodland Boulevard shall be designed to complement and continue the streetscaping design previously or contemporaneously implemented by the City within the CRA area along Woodland Boulevard. The required streetscaping along Voorhis Avenue shall be designed in conjunction with the City's proposed streetscape improvements along Voorhis Avenue and such improvements shall be consistent with the City's then current design for the Voorhis Avenue streetscape.

All buffers, landscaping and hardscaping located adjacent to public rights of way shall provide for the aesthetic improvement of the adjacent streetscape and pedestrian improvements in the public right of way.

FIRST AMENDMENT TO THE DOWNTOWN REDEVELOPMENT INCENTIVE GRANT AGREEMENT

This FIRST AMENDMENT TO THE DOWNTOWN REDEVELOPMENT INCENTIVE GRANT AGREEMENT (this "**First Amendment**"), is entered into by and between **THE CITY OF DELAND,** a Florida municipal corporation ("City"), **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND**, organized under Chapter 163, Part III, Florida Statutes ("CRA"), and **ATLANTIC HOUSING PARTNERS, L.L.L.P**, a Florida limited partnership ("Developer"), (collectively the "Parties"), and is effective as of the date of last signature below by all Parties (the "Effective Date"). The Parties agree to modify and amend the Downtown Redevelopment Incentive Grant Agreement ("Agreement"), incorporated by reference herein, and entered into by the Parties on _____, as follows:

1. **THE WHEREAS CLAUSES OF THE AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS (<u>underlined</u> language are additions; ~~stricken through~~ language are deletions):**

> WHEREAS, specifically Developer has requested reimbursement of 90% of the tax increment funds generated on the Property after the Project is completed, up to a maximum of <u>$4,200,000.00</u> ~~$3.5,000,000.00~~; and

2. **SECTION 6.6 OF THE AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS (<u>underlined</u> language are additions; ~~stricken through~~ language are deletions):**

> **6.6 Maximum Amount of Grant**. Subject to adjustments below, the maximum amount of the Redevelopment Incentive Grant will not exceed <u>$4,200,000.00</u> ~~$3.5,000,000.00~~, and the last annual payment of the Grant will be reduced if necessary so that this maximum amount is not exceeded.

3. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect. All dates in the Agreement and this First Amendment shall be calculated from the Effective Date. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. This First Amendment may be signed in counterparts and by fax or email, which shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Christopher M. Cloudman, Mayor

Attest: _____
Julie A. Hennessy, MMC, City Clerk

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of_____, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Mayor and City Clerk, respectively, of the City of DeLand, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Christopher M. Cloudman, Chair

Attest: _____
Julie A. Hennessy, MMC, City Clerk

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of_____, 2023 by Christopher M. Cloudman and Julie A. Hennessy, MMC, Chair and City Clerk, respectively, of the Community Redevelopment Agency of the City of DeLand, on behalf of the Agency. They are personally known to me and did not take an oath.

_____
Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

ATLANTIC HOUSING PARTNERS, L.L.L.P.

_____
Witness 1

By: ATLANTIC HOUSING PARTNERS MANAGERS, L.L.C.

_____
Print Name of Witness 1

By:_____

Scott Culp, Manager

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____, 2023 by Scott Culp, as Manager of Atlantic Housing Partners Managers, LLC, a Florida limited liability company, as General Partner of Atlantic Housing Partners, L.L.L.P. He [_] personally known to me or [_] produced _____

_____ as identification and did not take an oath.

_____

Notary Public

Commission No: _____

Approved as to legal form:

By: _____

Darren J. Elkind, City Attorney

City of DeLand
City Clerk's Office

Memorandum

DATE: November 20, 2023

TO: MAYOR AND COMMISSIONERS

FROM: JULIE A. HENNESSY, CITY CLERK

RE: Announcement of Board Vacancies

DELAND PLANNING BOARD

Shall consist of seven members who shall be residents of the City, who shall be appointed by the City Commission. The terms of the members shall be four years. Each year a chairman is elected from among the members.

POWERS:

(a) To acquire and maintain in current form such basic information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions.

(b) To prepare, amend and revise a comprehensive and coordinated general plan for meeting present requirements and such future requirements as may be foreseen.

(c) To establish principles and policies for guiding action in the development of the area.

(d) To prepare and recommend for adoption to the governing authority a zoning ordinance and map for its political jurisdiction.

(e) To amend or supplement the zoning regulations and districts adopted.

(f) To prepare and recommend to the governing body, other ordinances and resolutions promoting orderly development, along the lines indicated in the comprehensive plan for the growth an improvement of the area.

(g) To determine whether specific proposed developments conform to the principles and requirements of the comprehensive plan.

(h) To conduct public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan.

(i) To make, cause to be made or obtain special duties on the location, condition and adequacy of specific facilities of the area.

(j) To keep the governing body and the general public informed and advised as to these matters.

(k) To perform any other duties which may be lawfully assigned to it by the City Commission.

Requires filing of Annual Financial Form (Form 1). [Charter Section 78; Ordinance Number: 67-6, 88-07, 2005-34, 2007-46.]

HISTORIC PRESERVATION BOARD

Shall have seven members appointed by the City Commission to serve for a period of three (3) years. At least four (4) of the seven members shall be residents of the City of DeLand. Three (3) members may be non-residents who own land in the Historic District. One member of the Board shall be a registered architect, if available. The remaining six appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. Should, whenever possible, appoint a representative from each of the following areas of expertise:

(a) History
(b) Real estate or real property appraisal
(c) Urban planning and engineering
(d) Building construction

POWERS AND DUTIES:

(1) Update the official inventory of cultural resources and submit to the City Commission recommendations and documentation concerning the updating.

(2) Develop programs to stimulate public interest in urban neighborhood conservation, to participate in the adaptation of existing codes, ordinances, procedures, and programs to reflect urban neighborhood conservation policies and goals.

(3) Explore funding and grant sources and advise property owners concerning which might be available for identification, protection, enhancement, perpetuation, and use of historic, architectural, archeological, and cultural resources.

(4) Cooperate with agencies of city, county, regional, state and federal governments in planning proposed and future projects to reflect historic preservation concerns and policies, and assist in the development of proposed and future land use plans.

(5) Advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement, and preservation of cultural resources.

(6) Advise the City Commission concerning the effects of local governmental actions on cultural resources.

(7) Review and recommend the designation of sites, buildings, structures, objects, and districts, both public and private, as historically or architecturally significant.

(8) Approve or deny petitions for certificates of appropriateness required under the historic preservation regulations.

(9) Notify the Planning Director who shall take appropriate action when it appears that there has not been compliance with the historic preservation regulations.

(10) Assist in developing a historic preservation element to be incorporated into the City of DeLand's Comprehensive Plan and, if necessary, make recommendations for amendments to historic preservation goals, objectives and policies in the plan.

[Sec. 33-123 of Code of Ordinances; Amended by Ord. 2001-07]

Appointments are tentatively scheduled for the first Regular Meeting of the City Commission in January, 2024 Applications are available in the City Clerk's office in City Hall Monday through Friday, 8:00 AM to 4:30 PM., or on the City's website.

cc: Rick Werbiskis, Community Dev. Director
Carol Kuhn, Planning Director
Emily Ragusa, Board Coordinator
Vivian Ford, Board Coordinator
Chris Graham, Community Information Specialist