



## SPECIAL CITY COUNCIL MEETING

November 16, 2022 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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### AGENDA

#### CALL TO ORDER

Invocation

Flag Salute

#### ROLL CALL

**PUBLIC PARTICIPATION:** For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

#### DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11)

#### PUBLIC HEARINGS

1. Staff is requesting City Council hear the first reading of Ordinance No. 13-2022, amending the Comprehensive Plan's Future Land Use Map (FLUM) to change the future land use classification of a vacant parcel of land on Palm Road and Gardenia Avenue from Commercial/Retail (C/R) to Residential/Low-Medium Density (R/LMD).
2. A request from Steven Welborn, applicant, consistent with Land Development Code Section 18-252 – appeal from action of City.

#### NEW BUSINESS

3. Staff is requesting City Council approve Resolution No. 2022-22 to amend fiscal year 2021-2022 budget.
4. City staff requests City Council approve purchase of wetland mitigation credits from Farmton Mitigation Bank as recommended by our consultants in the amount of \$52,800.
5. City Manager is requesting City Council authorize the expenditure with Stevens and Stevens in the amount not to exceed \$65,000 for the purpose of performing digitizing services and storage of records for FY2022-2023.
6. Request City Council affirm Resolution No. 2022-21 Declaration of State of General Emergency due to Subtropical Storm Nicole.

#### COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP**

Regular City Council Meeting December 7, 2022, 6:30 p.m.

**ADJOURN**

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Palm Road Future Land Use Amendment	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/Contracts <input type="checkbox"/> Other
<b>From:</b> Steven E. Bapp, AICP Growth Management	
<b>Meeting Hearing Date</b> November 16, 2022	

**REQUEST**

Staff is requesting City Council to hear on first reading, Ordinance # 13-2022, amending the Comprehensive Plan’s Future Land Use Map (FLUM) to change the future land use classification of a vacant parcel of land on Palm Road and Gardenia Avenue from Commercial/Retail (C/R) to Residential/Low-Medium Density (R/LMD).

**PURPOSE**

To permit residential development on the tract of land of up to eight (8) dwelling units per acre (DU/AC). The type of housing permitted in the R/LMD Classification permits medium density housing such as duplexes, triplexes, small apartments, and townhomes.

**CONSIDERATIONS**

The N.O.W. Matters More Foundation, Inc. has filed a request for a Comprehensive Plan FLUM Amendment. The proposed Ordinance # 13-2022, if approved by the City Council, would amend the City’s Comprehensive Plan’s FLUM to change the future land use classification of three contiguous parcels of land (parcel IDs 9002-00-00-0040, 9002-00-00-0041, 9002-00-00-0042) from C/R to R/LMD.

The proposed Ordinance # 13-2022 would allow for the development of medium density housing, such as duplexes, triplexes, small apartments, and townhomes, with a maximum density of eight (8) DU/AC. The State of Florida’s Community Planning Act (Title XI, Chapter 163, Part II, Sections 3161 to 3217) provides for criteria the City must analyze when evaluating the merit of a proposed FLUM Amendment. Section 3177(6)(a) provides for the requirement of a future land use plan element designating proposed future general distribution, location, and extent of the various uses of land in a municipality, as well as the approximate acreage and general range of density or intensity of use. This element, Chapter 5 of the City’s Comprehensive Plan, establishes the long-term end toward which land use programs and activities are ultimately directed. Section 3177(6)(a)8 provides for the types of analyses required to be performed by the City when evaluating a FLUM:

- a. An analysis of the availability of facilities and services;

- b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site; and
- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

Section 3177(6)(a)9 requires future land use element amendments to discourage the proliferation of urban sprawl. Section 3164(52) defines urban sprawl as “...a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.” Section 3177(6)(a)9.a provides a list of indicators to determine if a plan discourages the proliferation of urban sprawl:

- I. *Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses. **Does not apply.***
- II. *Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development. **Does not apply.***
- III. *Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments. **Does not apply.***
- IV. *Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems. **Approximately 9.14 acres of the property is classified as a wetland, according to the submitted topographic survey by ASM American Surveying & Mapping, Inc. There are four individual wetlands. Wetland A abuts Palm Road and is 4.61 acres. Wetland B abuts the off-ramp of Interstate Highway 4 (I-4) Southbound. Wetland C also abuts the I-4 Southbound off-ramp. Wetland D is closer to the center of the property. No biological report that provides an assessment of the wetlands, potential for threatened and endangered species being impacted, and an assessment of proposed impacts and mitigation has been provided as of this writing.***
- V. *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils. **Does not apply.***
- VI. *Fails to maximize use of existing public facilities and services. **In the opinion of staff, this proposed amendment fails to meet this criterion due to potential for issues of traffic that medium density residential development would bring to this area.***
- VII. *Fails to maximize use of future public facilities and services. **Does not apply.***
- VIII. *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and*

*emergency response, and general government. A critical concern of this project is stormwater drainage. Typically, stormwater running along I-4 and from Tropic Lagoon abutting to the west drain to this tract of land, and then eventually out to the St. John's River. In the opinion of staff, a medium density residential development would likely create a disproportionate increase in costs in terms of time, money, and energy providing and maintaining for stormwater management.*

- IX. *Fails to provide a clear separation between rural and urban uses. **Does not apply.***
- X. *Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities. **Does not apply.***
- XI. *Fails to encourage a functional mix of uses. **The location of the proposed amendment does not lend well to the functional mixes of use due to its immediate proximity to the Residential/Low-Density (R/LD) properties surrounding it. The density of these existing residential uses is roughly four (4) DU/AC. Doubling the permissible density in this area without a transportation system that can adequately absorb the increase in traffic a residential development of such density would incur fails to encourage a functional mix of uses.***
- XII. *Results in poor accessibility among linked or related land uses. **Does not apply.***
- XIII. *Results in the loss of significant amounts of functional open space. **In the opinion of staff, the proposed amendment would inevitably result in the loss of significant amounts of functional open space.***

In addition to these criteria, Section 3177(6)(a)9.b. states a future land use plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern/urban form that achieves **four or more** of the following:

- I. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems. **As demonstrated above, this criterion is not achieved by this development.***
- II. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services. **As demonstrated above, this criterion is not achieved by this development.***
- III. *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available. **Due to its location, this proposal does not promote walkable and connected communities. While the development is compact and provides for a mix of uses at densities and intensities supportive of a range of housing choices, due to the location of the project, it fails to provide for a multimodal transportation system. In the opinion of staff, this criterion is not achieved by this development.***
- IV. *Promotes conservation of water and energy. **As demonstrated above, this criterion is not achieved by this development.***

- V. *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils. **This criterion does not apply to this location.***
- VI. *Preserves open space and natural lands and provides for public open space and recreation needs. **As demonstrated above, this criterion is not achieved by this development.***
- VII. *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. **In the opinion of staff, this proposed future land use does not achieve this criterion.***
- VIII. *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164. **In the opinion of staff, this proposed future land use would not remediate an existing pattern of urban sprawl due to the above discussed issues. This project would be unlikely to provide for a transit-oriented development or new town.***

In addition to the criteria mandated by the state, the City's Comprehensive Plan contains various policies that conflict with this proposal. In Chapter 4, Management of Natural Resources, the Plan states the goal of this chapter is "To facilitate the proper management of natural resources through their appropriate conservation, protection and use, consistent with the desired growth and development of the community to ensure the highest environmental quality possible."

Objective 4.2 states "The City will carry out a program of activities to properly manage wetlands so as to maintain the natural functions of wetlands while ensuring the appropriate growth and development of the community." Given that roughly 9.14 acres of the tract is wetland, the policies of this Objective must be considered as well.

Policy 4.204 states wetland areas will be buffered from new development in such a way as to maintain the natural pre-development flow of surface water to the wetland. Due to the lack of a biological report, staff cannot determine whether this policy is being met.

In Chapter 5, the Future Land Use element, the Plan states the goal of this chapter is "To facilitate the development and use of land, including permanent open space, in an organized arrangement which supports the appropriate development of the overall community, including an efficient multi-modal transportation system that enhances the well-being of the City's residents and businesses."

Objective 5.1 states "The City will carry out a program of activities to provide for its future growth by designating adequate land for the development of necessary land uses (including open space and public facility land uses), consistent both with the availability of needed public facilities and with the efficient use of such facilities."

Policy 5.105 requires the City to consider the arrangement of existing land uses, compatibility of new and existing land uses and the need for buffers, traffic patterns, access to the area, and the need for development of different types to serve the future growth of the community. Due to the development's immediate proximity to lower density housing combined with I-4 abutting the property to the east, staff does not consider the proposed use to be compatible with the surrounding area.

Policy 5.505 requires any decision regarding the approval of a development, the City must consider the following:

- a. Whether the proposed development is consistent with all of the applicable provisions of the adopted Comprehensive Plan, including its intent and purpose;
- b. The impact of the proposed development on the natural environment and the capability to adequately mitigate any adverse impacts;
- c. The impact of the proposed development on existing and future development in the vicinity, including impacts on public facility capacity, adequate water supplies and associated public facilities, environmental impacts, the resulting appearance of the overall community, and the subsequent ability to properly develop or redevelop other nearby land;
- d. The reasonableness of the development vis-a-vis good design, orderly pattern of development, compatibility with the development of nearby areas, safety and convenience of occupants and the general public, and the presence or absence of unusual features which are favorable to successful or unsuccessful development;
- e. The availability of other suitable land (properly located and with the necessary characteristics) to serve the needs represented by the proposed development; and
- f. Whether there are mitigating or unusual circumstances (such as the potential for a taking to exist if no development is approved) which might be addressed through the approval of the development, with or without amendments or conditions.

In the opinion of staff, when environmental impacts and aesthetics are considered, this proposed amendment is not consistent with the goals and objectives of the Comprehensive Plan.

Public notice was advertised in the Orlando Sentinel on Saturday, November 5, 2022.

### **RECOMMENDATION**

It is recommended that the City Council: Deny Ordinance # 13-2022, upon transmittal hearing, to amend the future land use classification of the subject property from C/R to R/LMD.

### **IMPLEMENTATION**

Staff will transmit the proposed future land use amendment to the State Department of Economic Opportunity (DEO) as well as the Volusia Growth Management Commission (VGMC) for review and approval prior to bringing the Ordinance back to City Council for the adoption hearing. If approved at the adoption hearing, Staff will amend the Comprehensive Plan's Future Land Use Map to reflect the amendment.

### **ATTACHMENTS**

- Ordinance # 13-2022
- FLUM Map
- Boundary Survey
- Topographic Survey
- FEMA Wetland Map

**ORDINANCE NO. 13-2022**

**AN ORDINANCE OF THE CITY COUNCIL OF DEBARY, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP (FLUM); CHANGING THE FUTURE LAND USE DESIGNATION OF THE APPROXIMATELY 23.86 +/- ACRES OF LAND GENERALLY LOCATED ADJACENT TO AND EAST OF PALM ROAD, WEST OF U.S. INTERSTATE 4, NORTH OF DIRKSEN DRIVE AND SOUTH OF GARDENIA AVENUE, HAVING A VOLUSIA COUNTY TAX PARCEL IDENTIFICATION NUMBERS 9002-00-00-0040, 9002-00-00-041, AND 9002-00-00-042, AMENDING SUCH DESIGNATION FROM COMMERCIAL/RETAIL (C/R) TO RESIDENTIAL LOW-MEDIUM DENSITY (RLMD); PROVIDING FOR TRANSMITTAL, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of DeBary has adopted a Comprehensive Plan (including a Future Land Use Element and Future Land Use Map) in accordance with Chapter 163, Part II, Florida Statutes governing the use, growth and development of property within the City's jurisdiction; and

**WHEREAS**, The NOW Matters More Foundation, Inc. as the applicant and fee simple owner of that certain real property generally described as approximately 23.86 +/- acres in size and having a Volusia County Tax Parcel Identification Numbers 9002-00-00-0040, 9002-00-00-041, AND 9002-00-00-042, and legally described in **Attachment "A"** (the "Property") has petitioned the City to amend the City of DeBary Comprehensive Plan to change the Future Land Use classification of the western portion of the Property from Commercial/Retail (C/R) to Residential Low-Medium Density (RLMD); and

**WHEREAS**, the comprehensive plan amendment adopted by this Ordinance is internally consistent with the City of DeBary Comprehensive Plan and its goals, policies and objectives and is in compliance as defined by the applicable provisions of Chapter 163, Florida Statutes; and

**WHEREAS**, the City Council, sitting as the local planning agency and as the local governing body, held the required public hearings after due notice to consider the proposed future land use map amendment set forth herein, and has determined the requested comprehensive plan amendment to be appropriate and in the best interest of the public welfare.

**IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** *FLUM Amendment.* The City of DeBary hereby amends the Future Land Use Map of the City of DeBary Comprehensive Plan by designating the Property described in Attachment "A" from Commercial/Retail (C/R) to Residential Low-Medium Density (RLMD). See Attachment "B" to this Ordinance for a graphical depiction of the Property.

**SECTION 2.** *Transmittal.* The City's Growth Management Department is authorized to transmit this Ordinance to appropriate state agencies and take other actions as maybe necessary under State



law.

**SECTION 3. Severability.** If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

**SECTION 4: Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinances or part thereof, this Ordinance controls to the extent of the conflict.

**SECTION 5. Effective Date.** This Ordinance shall become effective 31 days after its adoption if no timely challenge is filed. If timely challenged, this Ordinance shall become effective as provided in the applicable provisions of Chapter 163, Part II, Florida Statutes.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2022.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2022.

**ADOPTED BY** the City Council of the City of DeBary, Florida this \_\_\_\_\_day of \_\_\_\_\_, 2022.

CITY COUNCIL  
CITY OF DEBARY, FLORIDA

By: \_\_\_\_\_  
Karen Chasez, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Annette Hatch, City Clerk

BEARING OF SOUTH 28°04'08" WEST; SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 16°36'27", AN ARC DISTANCE OF 176.81 FEET AND A CHORD BEARING OF SOUTH 38°16'05" WEST; SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 31°51'39", AN ARC DISTANCE OF 194.62 FEET AND A CHORD BEARING OF SOUTH 62°30'08" WEST; SOUTH 73°22'19" WEST, 155.49 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 77°27'15" WEST, 810.98 FEET TO THE POINT OF BEGINNING. POINT OF BEGINNING.

LEGAL DESCRIPTION

9002-00-00-0040, 9002-00-00-0041 & 9002-00-00-0042

PARCEL 1

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE SOUTH 72°39" EAST ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK A, A DISTANCE OF 511.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 400; THENCE NORTH 14°32' WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 16.38 FEET TO A POINT OF CURVE, SAID CURVE HAVING A DELTA OF 88°10' AND A RADIUS OF 400 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 615.53 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 73°38" WEST A DISTANCE OF 787.13 FEET TO THE EASTERLY LINE OF PALM ROAD AS NOW LAID OUT; THENCE SOUTH 17°21' WEST ALONG SAID EASTERLY LINE OF PALM ROAD, A DISTANCE OF 624.52 FEET TO THE POINT OF BEGINNING. POINT OF BEGINNING.

PARCEL 2

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

FROM THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO A MAP IN MAP BOOK 11, THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO A MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 12°32'45" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF PALM ROAD, 624.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 12°32'45" EAST ALONG SAID POINT OF BEGINNING; THENCE CONTINUE NORTH 12°32'45" EAST ALONG SAID ; THENCE CONTINUE NORTH 12°32'45" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 188.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GARDENIA AVENUE AS SHOWN ON THE PLAT OF PLANTATION ESTATES UNIT 25, ACCORDING TO A MAP IN MAP BOOK 23, PAGE 91, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 64°27'15" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1539.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 4; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT OF WAY LINE: SOUTH 15°37'15" WEST, 582.21 FEET; SOUTHWESTERLY ALONG A CURVE, NON-TANGENT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,784.79 FEET, A CENTRAL ANGLE OF 3°47'25", AN ARC DISTANCE OF 184.22 FEET AND A CHORD BEARING OF SOUTH 28°04'08" WEST; SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 16°36'27", AN ARC DISTANCE OF 176.81 FEET AND A CHORD BEARING OF SOUTH 38°16'05" WEST; SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 31°51'39", AN ARC DISTANCE OF 194.62 FEET AND A CHORD BEARING OF SOUTH 62°30'08" WEST; SOUTH 73°22'19" WEST, 155.49 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 77°27'15" WEST, 810.98 FEET TO THE POINT OF BEGINNING. POINT OF BEGINNING.

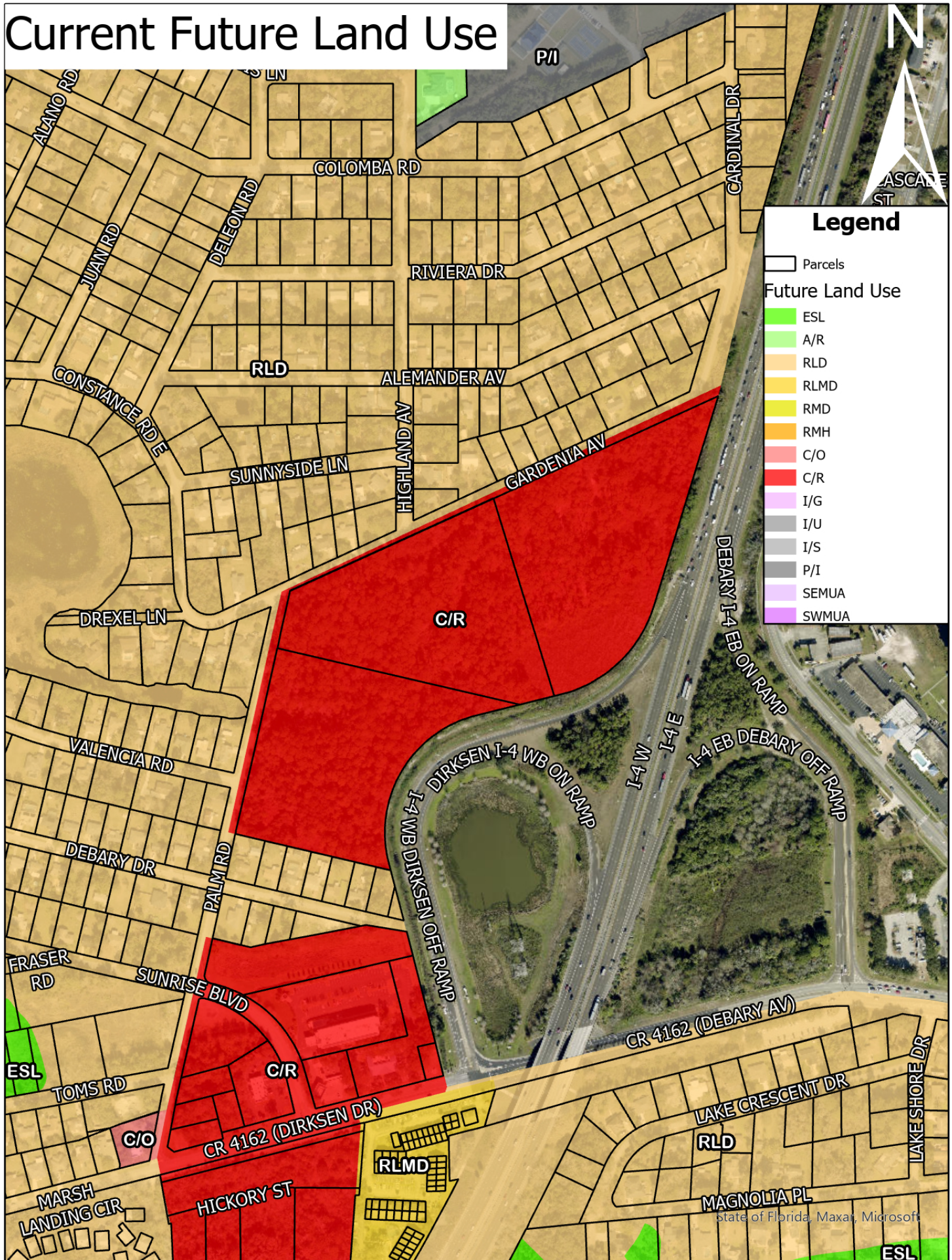
THE ABOVE DESCRIBED LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 18 SOUTH, RANGE 30 EAST AND SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST IN VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

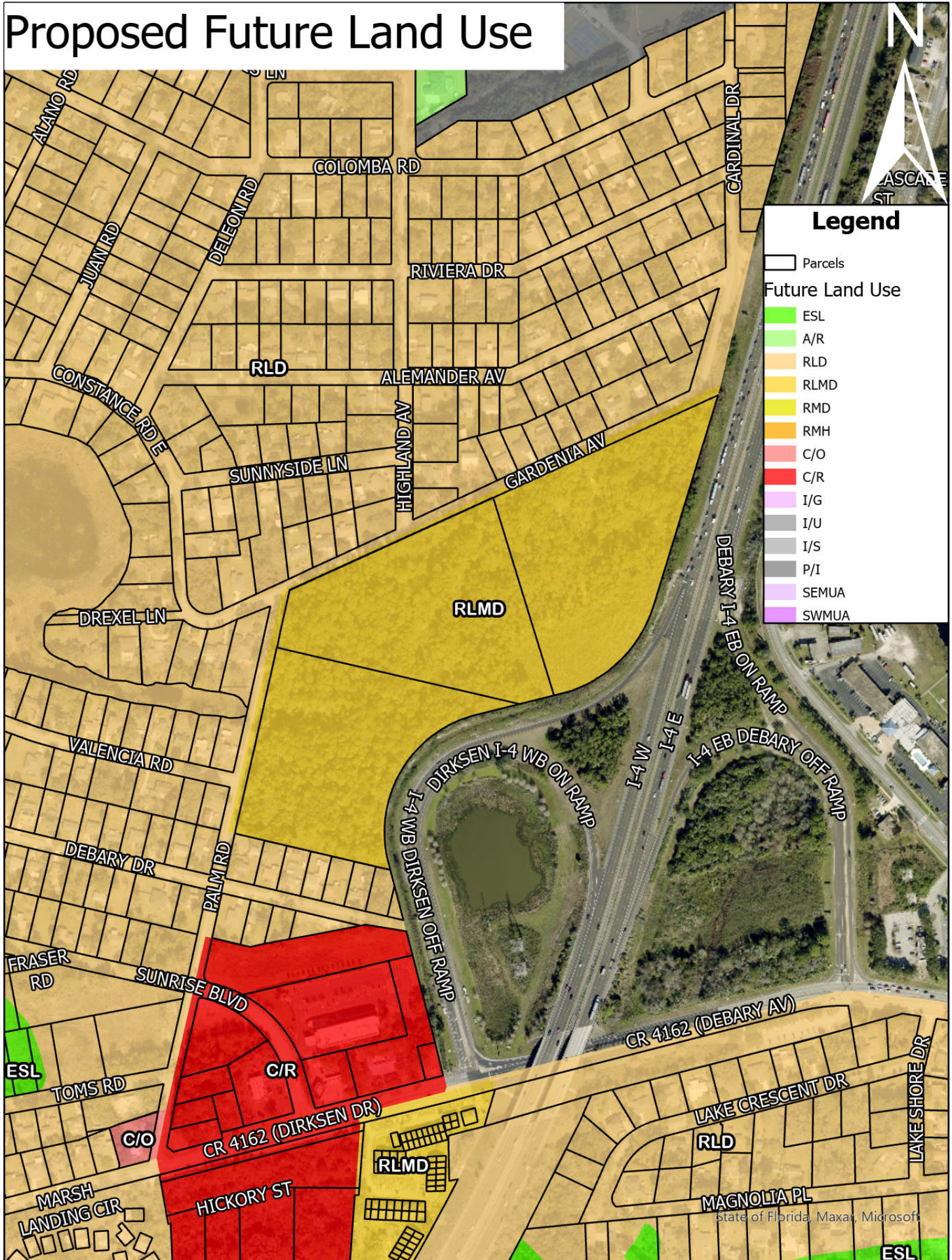
BEGIN AT THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO A MAP IN MAP BOOK 11, AT THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO A MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PALM ROAD RUN NORTH 13°15'20" EAST A DISTANCE OF 813.33 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GARDENIA AVENUE PER THE PLAT OF PLANTATION ESTATES UNIT 25 AS RECORDED IN MAP BOOK 23, PAGE 91, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF GARDENIA AVENUE RUN NORTH 65°00'00" EAST A DISTANCE OF 1524.71 FEET TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 400 (INTERSTATE HIGHWAY NO. 4) PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 79000-2871, SECTION NO. 7716-401 AND 7911-401; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, (1) SOUTH 15°37'15" WEST A DISTANCE OF 567.41 FEET (2) TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2784.79 FEET AND A CENTRAL ANGLE OF 03°47'25"; AND A CHORD DISTANCE OF 184.19 FEET WHICH BEARS SOUTH 23°15'53" WEST; THENCE RUN SOUTH WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 184.22;(3) TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.00 FEET AND A CENTRAL ANGLE OF 16°36'27"; AND A CHORD DISTANCE OF 176.19 FEET THAT BEARS SOUTH 33°27'50" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 176.81 FEET;(4) TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT CONCAVE NORTHWESTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 31°51'39"; AND A CHORD DISTANCE OF 192.13 FEET THAT BEARS SOUTH 57°41'53" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 194.62 FEET; (5) THENCE DEPARTING SAID CURVE ALONG A TANGENT LINE RUN SOUTH 73°37'42" WEST A DISTANCE OF 320.00 FEET;(6) TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, AND A CENTRAL ANGLE OF 88°26'57", AND A CHORD DISTANCE OF 557.98 FEET WHICH BEARS SOUTH 30°17'35" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 617.49 FEET; (7) THENCE DEPARTING SAID CURVE RUN SOUTH 13°50'04" EAST A DISTANCE OF 16.38 FEET TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED BLOCK A OF THE PLAT OF PLANTATION ESTATES UNIT 5; THENCE DEPARTING AFORESAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE AND ALONG SAID NORTHERLY LINE OF BLOCK A RUN NORTH 80°39'40" WEST A DISTANCE OF 4.29 FEET TO A POINT AT A CHANGE OF DIRECTION ALONG SAID NORTHERLY LINE OF BLOCK A; THENCE ALONG SAID NORTHERLY LINE OF BLOCK A RUN NORTH 76°44'40" WEST A DISTANCE OF 508.00 FEET RETURNING TO THE POINT OF BEGINNING.POINT OF BEGINNING.

**ATTACHMENT "B"**  
**FUTURE LAND USE MAP**

# Current Future Land Use



# Proposed Future Land Use



N

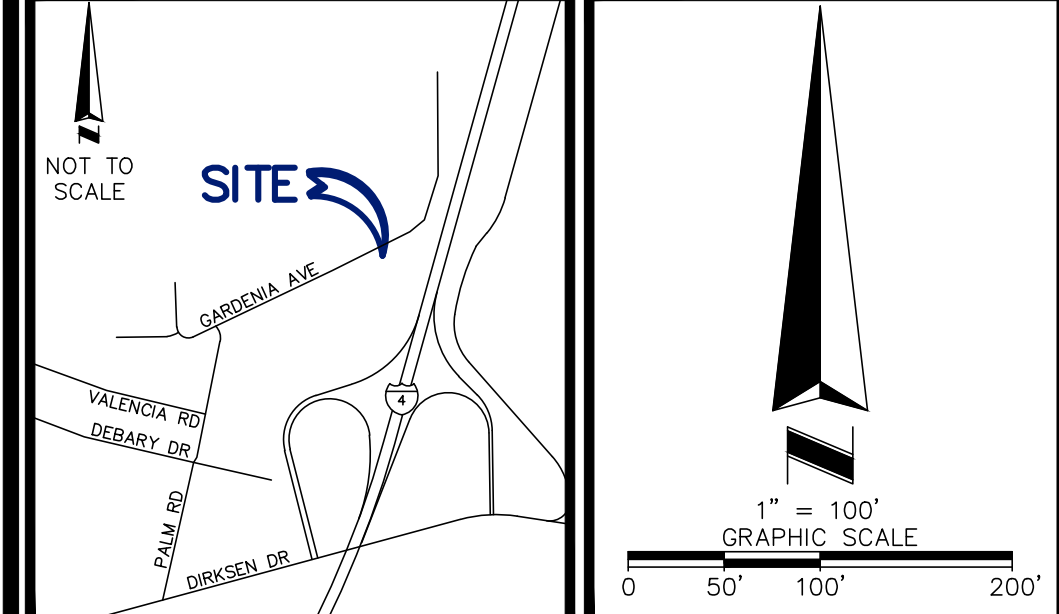
ASCADIA ST

## Legend

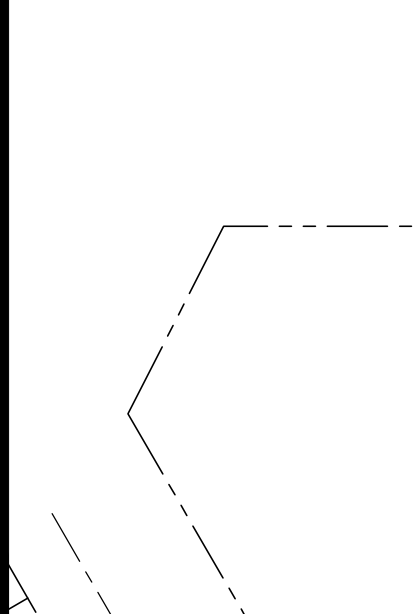
- Parcels
- Future Land Use**
- ESL
- A/R
- RLD
- RLMD
- RMD
- RMH
- C/O
- C/R
- I/G
- I/U
- I/S
- P/I
- SEMUA
- SWMUA

ESL

6Diie VICINITY MAP



6Diic NORTH ARROW & SCALE



5Ciii SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS

FENCE CROSSES BOUNDARY BY AT MOST 2.2'

3 FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 120672 0620 W (MAP NO. 121270620K), WHICH BEARS AN EFFECTIVE DATE OF 9/29/2017, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

6Diid LEGEND AND ABBREVIATIONS

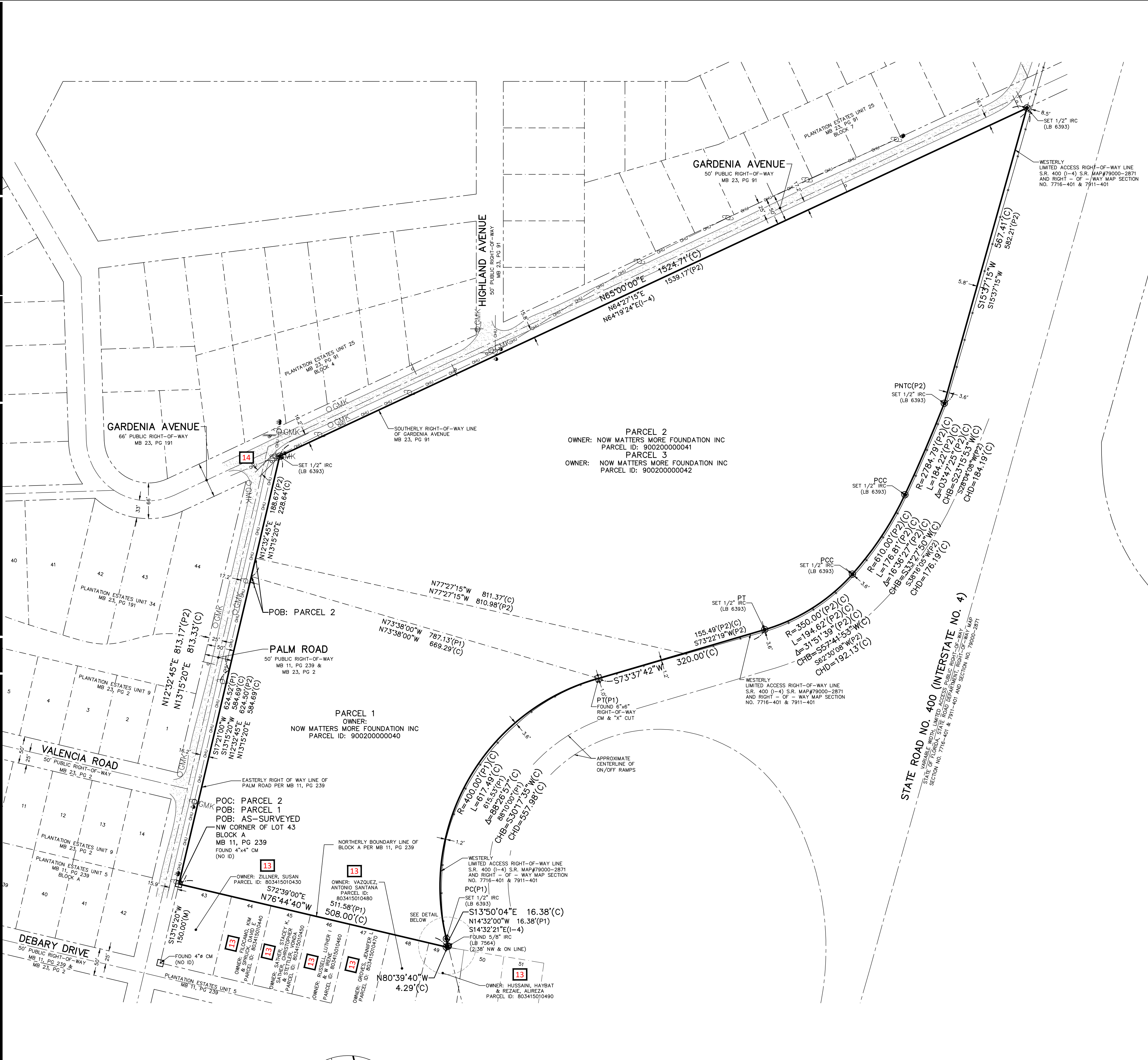
Legend table listing symbols and abbreviations for various survey features such as asphalt surface, concrete surface, found monuments, utility markers, and boundary lines.

6Cvii PLATTED SETBACK OR RECORDED BUILDING RESTRICTION LINES

NONE PROVIDED TO THIS SURVEYOR.

5Ei "SCHEDULE B - SECTION 2" ITEMS

- List of items under Schedule B - Section 2, including intentionally deleted items and rights of access as set forth and conveyed in certain special warranty deed recorded in official records book 123, page 21.



6Bxi TITLE COMMITMENT INFORMATION

TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM: FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 9493577, HAVING AN EFFECTIVE COMMITMENT DATE OF 12/09/2021. (REVISION 5 RECEIVED 12/28/21)

SHEET 1 OF 1

6Bi TITLE DESCRIPTION

PARCEL 1 THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE SOUTH 72°39' EAST ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK A, A DISTANCE OF 511.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 400; THENCE NORTH 14°32' WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 16.38 FEET TO A POINT OF CURVE, SAID CURVE HAVING A DELTA OF 88°0' AND A RADIUS OF 400 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 615.53 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 73°38' WEST A DISTANCE OF 787.13 FEET TO THE EASTERLY LINE OF PALM ROAD AS NOW Laid OUT; THENCE SOUTH 17°21' WEST ALONG SAID EASTERLY LINE OF PALM ROAD, A DISTANCE OF 624.52 FEET TO THE POINT OF BEGINNING.

PARCEL 2 THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS: FROM THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO A MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 12°32'45" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PALM ROAD, 624.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 12°32'45" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PALM ROAD, A DISTANCE OF 813.33 FEET TO THE SOUTHEASTELY RIGHT-OF-WAY LINE OF GARDENIA AVENUE PER THE PLAT OF PLANTATION ESTATES UNIT 25, ACCORDING TO A MAP IN MAP BOOK 23, PAGE 91, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 64°27'15" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1539.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 4; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: SOUTH 15°37'15" WEST, 582.21 FEET; SOUTHWESTERLY ALONG A CURVE, NON-TANGENT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,784.79 FEET, A CENTRAL ANGLE OF 3°47'25", AN ARC DISTANCE OF 184.22 FEET AND A CHORD BEARING OF SOUTH 28°04'08" WEST; SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 18°36'27", AN ARC DISTANCE OF 176.91 FEET AND A CHORD BEARING OF SOUTH 38°10'05" WEST; SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 31°51'39", AN ARC DISTANCE OF 194.62 FEET AND A CHORD BEARING OF SOUTH 62°30'08" WEST; SOUTH 73°22'19" WEST, 155.49 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 77°27'15" WEST, 810.98 FEET TO THE POINT OF BEGINNING.

THIS SURVEY DESCRIBES AND DEPICTS THE SAME LAND AS DESCRIBED IN THE TITLE COMMITMENT AS REFERENCED ABOVE.

6Diig SURVEYOR'S NOTES

- 1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, ENCROACHMENTS AND ENCRUSUREMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 5 OF THE 2021 ALTA/NSPS SURVEY REQUIREMENTS.
4. NO DESIGNATION FOR DETERMINATION OF THE RELATIONSHIP AND LOCATION OF CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES, NOR THE OBTAINING OF NECESSARY PERMISSIONS, HAVE BEEN PROVIDED BY THE CLIENT TO THE SURVEYOR PER THE DATE OF THIS SURVEY.

Table with 2 columns: Area (4 LAND AREA), Bearing Basis (6Biv BEARING BASIS), and value (1,047,179± SQUARE FEET, 24.04± ACRES).

BEARINGS SHOWN HEREON ARE BASED ON WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 400 (INTERSTATE NO. 4), WHICH BEARS SOUTH 15°37'15" EAST, PER STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT-OF-WAY MAP, SECTION 7716-401 & 7911-401.

5F CEMETERY NOTE

THERE IS NO VISIBLE EVIDENCE OF CEMETERIES, BURIAL GROUNDS OR ISOLATED GRAVESITES ON SUBJECT PROPERTY.

9 PARKING SPACES

REGULAR = 0 HANDICAP = 0 TOTAL = 0

5Bii ACCESS TO PROPERTY

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO PALM ROAD & GARDENIA AVENUE, BOTH DEDICATED PUBLIC STREETS OR HIGHWAYS.

16 EARTH MOVING NOTE

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

6Bvi CONTIGUITY STATEMENT

THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE NOT CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

7 SURVEYOR'S CERTIFICATE

TO: D.R. HORTON, INC., A DELAWARE CORPORATION; SHUTTS & BOWEN LLP; AND FIDELITY NATIONAL 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, 7(c), 7(b)(1), 7(c), 8, 9, 13, 14, 16, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 08/05/2021. DATE OF PLAT OR MAP: 08/09/2021.

DATE OF PLAT OR MAP: 08/09/2021. Digitally signed by E. Glenn Turner, DN: cn=E. Glenn Turner, o=American Surveying & Mapping, Inc., email=e-glenn.turner@asmcorp.com, Date: 2022.02.09 19:28:32 -0500

PROFESSIONAL SURVEYOR & MAPPER NO: 5643. STATE OF: FLORIDA. PROJECT NO: 210732

AMERICAN SURVEYING & MAPPING, INC. 3191 MAQUIRE BLVD., SUITE 200 ORLANDO, FL 32803. CERTIFICATE OF AUTHORIZATION # LB6393. PHONE: (407) 426-7979. FAX: (407) 426-9741. INFO@ASMCORPORATE.COM

ALTA/NSPS LAND TITLE SURVEY IDENTIFICATION TABLE

Identification table with 3 columns: Item Number, Item Description, and Item Reference. Includes items like Table A Property Address, Flood Information, Land Area, etc.

THIS SURVEY MEETS OR EXCEEDS THE FLORIDA STANDARDS OF PRACTICE AS SET IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17-0.50 FOR A BOUNDARY SURVEY. ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS FOR SURVEYING IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

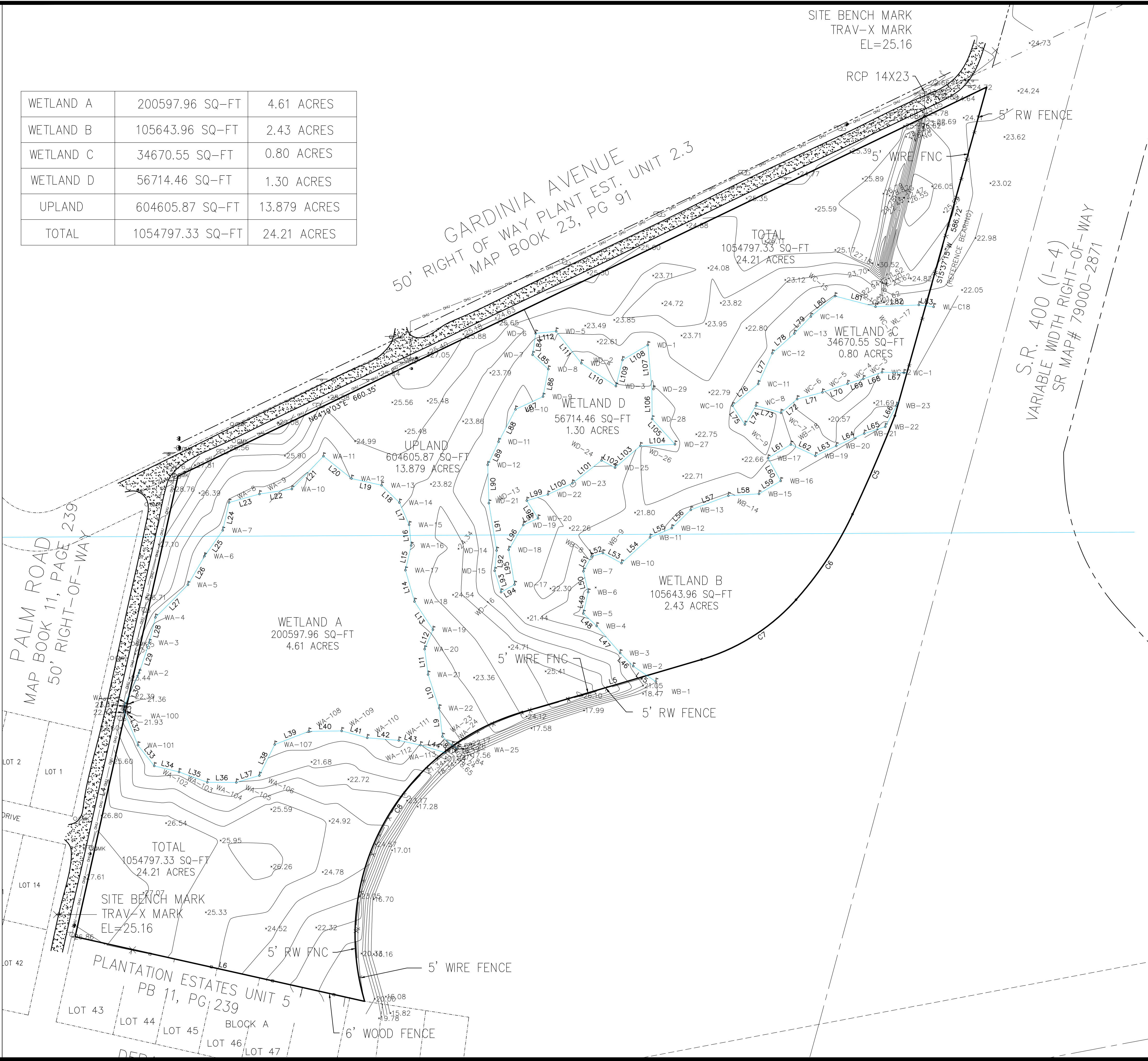
Revisions table with columns: DATE, REVISIONS, TECH, DATE, REVISIONS, TECH, FIELD, DRAWING SCALE, and T=100'. Includes revision entries for description and title commitment.

BOUNDARY SURVEY OF D.R. HORTON PALM ROAD VOLUSIA COUNTY DEBARY, FLORIDA



WETLAND A	200597.96 SQ-FT	4.61 ACRES
WETLAND B	105643.96 SQ-FT	2.43 ACRES
WETLAND C	34670.55 SQ-FT	0.80 ACRES
WETLAND D	56714.46 SQ-FT	1.30 ACRES
UPLAND	604605.87 SQ-FT	13.879 ACRES
TOTAL	1054797.33 SQ-FT	24.21 ACRES

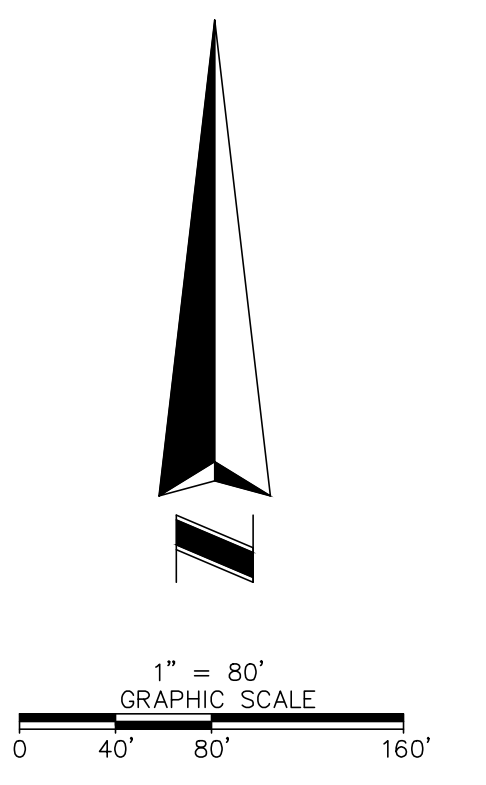
GARDINIA AVENUE  
50' RIGHT OF WAY PLANT EST. UNIT 2.3  
MAP BOOK 23, PG 91



SITE BENCH MARK  
TRAV-X MARK  
EL=25.16

RCP 14X23

S.R. 400 (I-4)  
VARIABLE WIDTH RIGHT-OF-WAY  
SR MAP# 79000-2871



I HEREBY CERTIFY THAT THIS SURVEY, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, WAS MADE IN ACCORDANCE WITH THE PRACTICES AND STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA STATUTES, AND IS ACCORDANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by E. Glenn Turner  
DN: cn=E. Glenn Turner, o=ASME, ou=ASME, email=turner@asmesurveying.com, c=US  
Date: 2014.11.10 10:29:43 -0500

E. GLENN TURNER PSW #5643 DATE

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 18 SOUTH, RANGE 30 EAST AND SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST IN VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF BLOCK A WITH THE EASTERLY RIGHT OF WAY LINE OF PALM ROAD PER THE PLAT OF PLANTATION ESTATES UNIT 5 AS RECORDED IN MAP BOOK 11, PAGE 239, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE RUN NORTH 12° 35' 06" EAST A DISTANCE OF 811.36 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GARDINIA AVENUE PER THE PLAT OF PLANTATION ESTATES UNIT 25 AS RECORDED IN MAP BOOK 23, PAGE 91, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF GARDINIA AVENUE RUN NORTH 64°19'04" EAST A DISTANCE OF 1542.69 FEET TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 400 (INTERSTATE HIGHWAY NO. 4) PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 79000-2871; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, (1) SOUTH 15°37'15" WEST A DISTANCE OF 586.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 03°47'25", A RADIUS OF 2784.79, AND A CHORD WHICH BEARS SOUTH 23°15'33" WEST FOR A DISTANCE OF 184.19 FEET; (2) THENCE FROM A BEARING TOWARD THE RADIUS POINT OF SAID CURVE OF NORTH 68°37'49" WEST RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 184.22 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 16°36'27", A RADIUS OF 610.00 FEET, AND A CHORD WHICH BEARS SOUTH 33°27'50" WEST FOR A DISTANCE OF 176.19 FEET; (3) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 176.81 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 31°51'39", A RADIUS OF 350.00 FEET, AND A CHORD WHICH BEARS SOUTH 57° 41' 53" WEST FOR A DISTANCE OF 192.13 FEET; (4) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 194.63 FEET TO THE BEGINNING OF A TANGENT LINE; (5) THENCE ALONG SAID TANGENT LINE RUN SOUTH 73°37'42" WEST A DISTANCE OF 321.15 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 88°10'03", AND A CHORD WHICH BEARS SOUTH 29°32'40" WEST FOR A DISTANCE OF 556.57 FEET; (6) THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 615.53 FEET TO THE BEGINNING OF A TANGENT LINE; (7) THENCE ALONG SAID TANGENT LINE RUN SOUTH 14°32'21" EAST A DISTANCE OF 13.18 FEET TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED BLOCK A OF THE PLAT OF PLANTATION ESTATES UNIT 5; THENCE DEPARTING AFORESAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE ALONG SAID NORTHERLY LINE OF BLOCK A RUN NORTH 81°19'54" WEST A DISTANCE OF 1.75 FEET TO A POINT AT A CHANGE OF DIRECTION ALONG SAID NORTHERLY LINE OF BLOCK A; THENCE ALONG SAID NORTHERLY LINE OF BLOCK A RUN NORTH 77°24'54" WEST A DISTANCE OF 508.00 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 1,055,893 SQUARE FEET OR 24.240 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 400 (INTERSTATE-4), WHICH BEARS S15°37'15"E, PER STATE OF FLORIDA STATE ROAD RIGHT OF WAY MAP SECTION NO. 79000-2871.
- NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF LAND.
- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER.
- ALL RECORDING INFORMATION SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- ELEVATIONS ARE BASED ON FDOT 4"x4" PRECAST CONCRETE MONUMENT, 3.5" BRASS FDOT SURVEY DISK DSPNC 91503 010, EL=44.14.

**LEGEND**

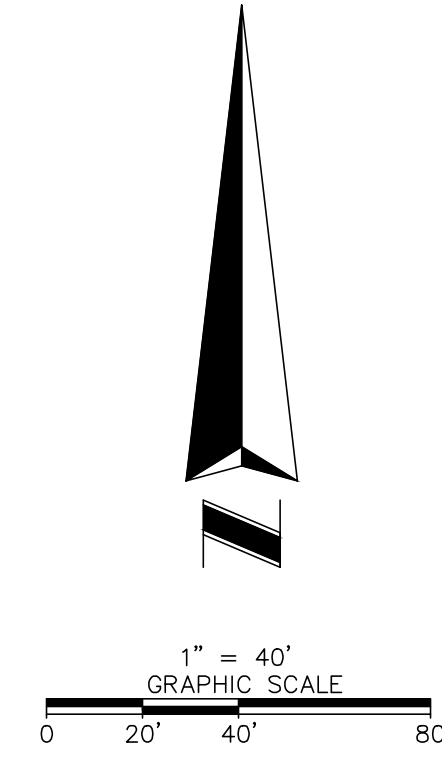
DENOTES RECOVERED SURVEY MONUMENT	FIRE HYDRANT
DENOTES RECOVERED SURVEY MONUMENT (UNLESS OTHERWISE NOTED)	WATER VALVE
UTILITY POLE	GAS VALVE
GUYWIRE	PROFESSIONAL SURVEYOR AND MAPPER LICENSED BUSINESS
SANITARY MANHOLE	PERMANENT REFERENCE MONUMENT
LIGHT POLE	PERMANENT CONTROL POINT
STORM MANHOLE	POINT OF INTERSECTION
GUY POLE	POINT OF TANGENCY
GUY ANCHOR	POINT OF CURVATURE
BUR GAS MARKER	RADIUS POINT
D.U.E. DRAINAGE & UTILITY EASEMENT	SIGN
CHAIN LINK FENCE	PAVEMENT
METAL FENCE	PAVEMENT
WIRE FENCE	
OVERHEAD UTILITY LINE	
SANITARY SEWER LINE	
STORM SEWER LINE	
CONTOUR MAJOR	
CONTOUR MINOR	
SPOT SHOT	
CENTERLINE	

**TOPOGRAPHIC SURVEY**  
OF  
PALM ROAD  
PORTION OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 30 EAST AND SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST VOLUSIA COUNTY, FLORIDA  
SECTIONS 35 AND 2  
VOLUSIA COUNTY, FLORIDA



JOB NO.:	210732
FIELD DATE:	11/15/21
SCALE:	1" = 80'
DRAWN BY:	SW
APPROVED BY:	EGT
DRAWING FILE #	
PALM ROAD TOPO.DWG	





WETLAND A

Line Table		
Line #	Direction	Length
L7	N54°27'46"W	10.45'
L8	N48°44'24"W	22.39'
L9	N06°33'12"W	49.23'
L10	N18°22'17"W	60.84'
L11	N07°36'28"W	43.93'
L12	N23°09'12"E	36.35'
L13	N33°15'54"W	57.93'
L14	N16°04'11"W	56.06'
L15	N12°59'53"E	43.51'
L16	N05°26'23"W	35.82'
L17	N23°37'24"W	41.72'
L18	N46°00'14"W	42.68'
L19	N77°20'45"W	52.99'
L20	N51°27'15"W	61.77'
L21	S43°43'38"W	78.32'
L22	S81°22'40"W	56.47'
L23	S74°26'15"W	54.24'
L24	S12°38'00"W	49.15'
L25	S35°15'43"W	54.37'
L26	S30°05'29"W	56.81'

Line Table		
Line #	Direction	Length
L27	S44°51'16"W	79.21'
L28	S13°50'51"W	44.63'
L29	S18°33'07"W	54.88'
L30	S24°29'59"W	61.96'
L31	S06°31'54"W	7.26'
L32	S22°02'55"E	65.32'
L33	S38°15'30"E	45.46'
L34	S76°25'08"E	43.84'
L35	S69°53'46"E	51.72'
L36	S89°44'10"E	49.91'
L37	N73°26'41"E	41.30'
L38	N26°16'36"E	59.59'
L39	N68°55'07"E	62.84'
L40	N89°17'10"E	56.43'
L41	S74°51'52"E	45.49'
L42	S85°21'50"E	54.57'
L43	S77°45'26"E	38.04'
L44	S73°01'31"E	44.53'

WETLAND B

Line Table		
Line #	Direction	Length
L45	N55°41'32"W	47.24'
L46	N44°54'05"W	31.81'
L47	N40°56'10"W	61.59'
L48	N47°02'42"W	31.47'
L49	N13°01'02"E	37.63'
L50	N12°44'54"W	36.81'
L51	N28°20'41"E	28.99'
L52	N73°38'01"E	20.52'
L53	S61°29'26"E	36.31'
L54	N48°03'55"E	66.06'
L55	N66°47'33"E	40.58'
L56	N45°59'29"E	45.40'
L57	N69°23'15"E	69.03'
L58	N86°41'44"E	52.70'
L59	N59°07'07"E	43.52'
L60	N29°07'46"W	44.66'
L61	N58°50'39"E	45.80'
L62	S65°04'32"E	46.54'
L63	N64°27'35"E	39.72'
L64	N66°07'17"E	52.58'

Line Table		
Line #	Direction	Length
L65	N72°19'55"E	37.85'
L66	N28°07'07"E	50.25'

WETLAND C

Line Table		
Line #	Direction	Length
L67	N88°08'33"W	42.55'
L68	S70°31'22"W	34.44'
L69	S72°40'38"W	28.26'
L70	S71°02'25"W	45.59'
L71	S75°09'43"W	44.99'
L72	S49°31'42"W	36.39'
L73	N73°59'23"W	44.69'
L74	S30°21'26"W	37.66'
L75	N33°35'16"W	38.68'
L76	N49°35'48"E	57.91'
L77	N24°42'51"E	58.12'
L78	N48°14'24"E	50.73'
L79	N44°10'53"E	40.68'
L80	N49°50'39"E	54.59'
L81	S75°20'14"E	71.88'
L82	N87°41'33"E	74.45'
L83	S82°44'33"E	25.77'

WETLAND D

Line Table		
Line #	Direction	Length
L84	S08°09'48"W	37.15'
L85	S47°34'42"E	36.58'
L86	S10°57'04"W	48.06'
L87	S65°09'15"W	52.18'
L88	S27°33'42"W	62.72'
L89	S25°09'15"W	43.99'
L90	S01°45'40"E	65.82'
L91	S09°16'02"E	82.41'
L92	S05°20'47"W	35.02'
L93	S16°36'37"E	38.37'
L94	N60°24'35"E	26.59'
L95	N09°33'56"W	60.59'
L96	N30°30'01"E	49.39'
L97	N65°33'43"E	28.01'
L98	N32°33'12"W	35.96'
L99	N73°34'57"E	37.70'
L100	N65°33'53"E	46.15'
L101	N51°53'45"E	63.96'
L102	S61°44'01"E	26.37'
L103	N49°11'57"E	57.29'

Line Table		
Line #	Direction	Length
L104	N87°22'26"E	59.53'
L105	N42°06'19"W	58.45'
L106	N00°31'04"W	51.47'
L107	N05°14'21"W	76.12'
L108	S59°28'48"W	50.70'
L109	S13°58'40"W	46.33'
L110	N56°27'33"W	71.24'
L111	N38°17'06"W	69.97'
L112	S83°59'42"W	35.35'

BOUNDARY

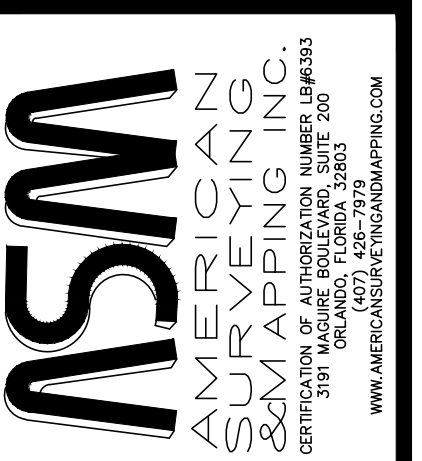
Line Table		
Line #	Direction	Length
L4	N12°35'06"E	811.36'
L5	S73°37'42"W	321.15'
L6	N77°24'54"W	508.00'

BOUNDARY

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	184.22'	2784.79'	3°47'25"	S23°15'53"W	184.19'
C2	176.81'	610.00'	16°36'27"	S33°27'50"W	176.19'
C3	194.63'	350.00'	31°51'39"	S57°41'53"W	192.13'
C4	615.53'	400.00'	88°10'03"	S29°32'40"W	556.57'

NO.	DATE	REVISIONS

**TOPOGRAPHIC SURVEY**  
OF  
PALM ROAD  
PORTION OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 30 EAST, AND  
SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST VOLUSIA COUNTY, FLORIDA  
SECTIONS 35 AND 2 VOLUCIA COUNTY, FLORIDA

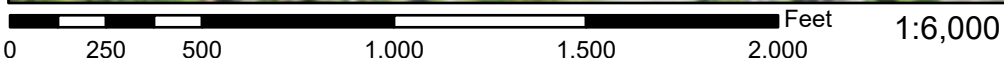
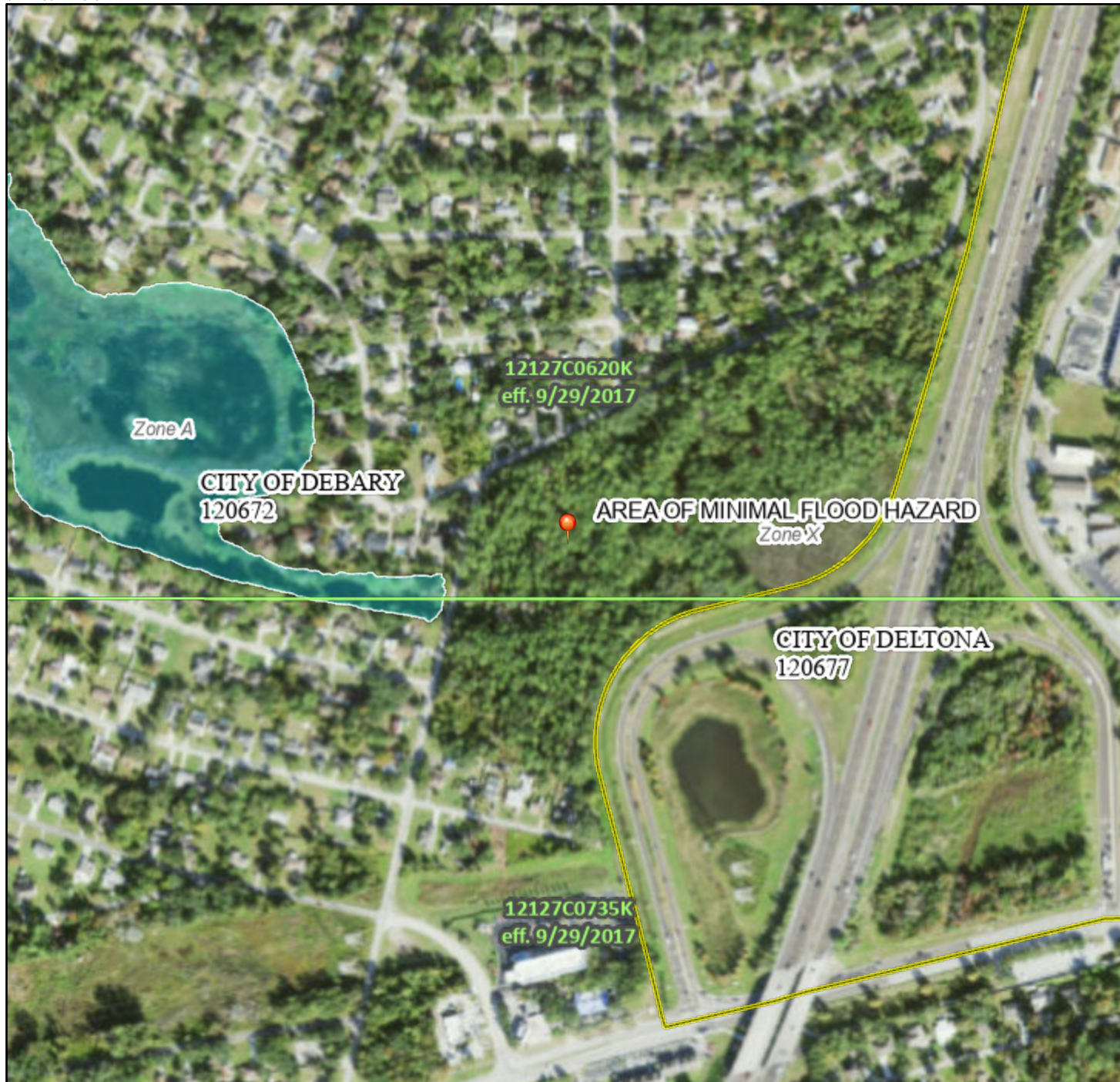


JOB NO.: 210732
FIELD DATE: 11/15/21
SCALE: 1" = 80'
DRAWN BY: SW
APPROVED BY: EGT
DRAWING FILE #
PALM ROAD TOP0.DWG

# National Flood Hazard Layer FIRMMette



81°17'30"W 28°52'47"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

<b>SPECIAL FLOOD HAZARD AREAS</b>		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
<b>OTHER AREAS OF FLOOD HAZARD</b>		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 <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
<b>OTHER AREAS</b>		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
<b>GENERAL STRUCTURES</b>		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
<b>OTHER FEATURES</b>		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
<b>MAP PANELS</b>		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		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 **3/31/2022 at 3:12 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.



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Residential/Low Density Future Land Use Amendment	<b>Attachments:</b>
<b>From:</b> Steven Bapp, AICP Growth Management Director	<input type="checkbox"/> Ordinance
	<input type="checkbox"/> Resolution
	<input type="checkbox"/> Supporting Documents/ Contracts
<b>Meeting Hearing Date</b> November 16, 2022	<input checked="" type="checkbox"/> Other

### REQUEST

A request from Steven Welborn, applicant, consistent with Land Development Code Section 18-252 – appeal from action of city.

### PURPOSE

For the City Council to appeal the decision of the City, requiring the mitigation of disturbed wetlands as per Land Development Code (LDC) Section 4-237.

### CONSIDERATIONS

LDC Section 4-237 requires mitigation for development activities that have an adverse effect on wetlands (attachment 1). The City requires review of the property by a certified wetland expert. If the expert determines the wetlands were disturbed, the City uses the Florida Department of Environmental Protection Uniform Mitigation Assessment Method (UMAM).

UMAM provides a standardized procedure for assessing the ecological functions provided by wetlands and other surface waters, the amount that those functions are reduced by a proposed impact, and the amount of mitigation necessary to offset that loss. This standardized methodology is also used to determine the degree of improvement in ecological value of proposed mitigation bank activities.

In March 2021, Mr. Welborn cleared the property of trees, without required permits. The City initiated a code enforcement case, and the Special Magistrate imposed a total fine and fee of \$500.00 (attachment 2). In April 2022, Mr. Welborn submitted a building permit for a single-family residence to be located at 478 River Drive.

As part of the building permit process, the City requires two (2) copies of the Survey showing entire building, setbacks, wetland delineation, conservation areas, grading, lot drainage, proposed finish floor elevation, crown of road elevation, easements, lot dimensions, driveway access, adjacent streets, overall house dimensions. Threatened & Endangered Species Assessment. Wetlands Assessment & Delineation on the survey is required. The required survey provided by the applicant indicated wetlands on the subject property.

These disturbed wetlands appear in the wetland delineation report provided by the applicant's environmental consultant – Palmer Biological Services (attachment 3). Permits from the Army Corps of Engineers (attachment 4), and the Florida Department of Environmental Protection (attachment 5) also indicate wetlands were disturbed. These permits also provide statements that “authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities”. The Land Development Code Sec 1-2 also states that in conflicts between the LDC and other agencies exists, the most stringent shall apply (attachment 6).

On November 2nd, the City Manager, City Attorney, Growth Management Director and City Engineer met to review the wetland mitigation alteration permit for 478 River Drive. After reviewing documentation, the City determined wetlands were functionally lost (disturbed) during the unpermitted clearing for Mr. Welborn's proposed single-family residence.

On November 3, 2022, Staff informed Mr. Welborn of the results of the final determination, and the process to proceed forward to obtain his building permit. We informed him he would be required to reserve the required mitigation credits in the wetland mitigation bank, as indicated in the Uniform Mitigation Assessment Method Summary (attachment 7); pay the required credit amount; and then provide copy of payment to the City. We also informed him that without receipt of payment, the City could not approve your single-family building permit. The City further informed him about the appeal process if he did not agree with the City determination as per LDC SEC 18-252 (attachment 8).

On November 4, 2022, Mr. Welborn informed the City Manager via email, that he wished to appeal the determination of the City to the City Council (attachment 9).

### **COST/FUNDING**

There is no direct cost to the City.

### **RECOMMENDATION**

Staff recommends that the City Council deny request to appeal the decision of the City, requiring the mitigation of disturbed wetlands as per Land Development Code (LDC) Section 4-237.

### **IMPLEMENTATION**

If the Council denies the request, the applicant will need to reserve wetland mitigation credits, pay for the credits, and provide receipt of payment in order to complete the requested single-family residential building permit application.

If the Council approves the request, the requested building permit can be issued, without payment of mitigation credits.

### **ATTACHMENTS**

- LDC SEC 4-237 Mitigation
- 478 River Drive Code Enforcement Violation
- Environmental Consultant Report
- Army Corps of Engineers Permit
- FDEP Permit
- LDC SEC 1-2 Conflicts
- 478 River Drive Uniform Mitigation Assessment Method (UNAM)
- LDC SEC 18-252 Appeals of Action of the City

Sec. 4-237. - Mitigation.

(a) *Mitigation requirements.*

- (1) It is presumed that development activity will have an adverse affect upon wetlands, and that permit conditions are inadequate to avoid potential adverse environmental affects. If the applicant fails to overcome this presumption then mitigation shall be required. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the following methods, in order of priority in which they should be utilized:
  - a. Avoiding the impact altogether by not taking a certain action or parts of an action;
  - b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation;
  - c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
  - d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
  - e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or reestablishment of wetlands which are no longer functioning due to significant alteration in the past.
- (2) The purpose of mitigation is to compensate for unavoidable adverse impacts by replacing or providing substitute resources or environments through the creation of new wetlands, enhancement of existing wetlands, or reestablishment of wetlands which are no longer functioning due to significant alteration in the past. Where all or part of a wetland is destroyed or to be destroyed or substantially altered by development, a proposed mitigation plan shall include at least:
  - a. A description of the wetland and buffer to be created or restored, which shall include but not limited to the type and functions of the wetland, the proposed mitigation ratios, species present or to be planted, plant density, anticipated source of plants, soils, and hydrologic regime;
  - b. A plan for monitoring the success of a created or restored wetland;
  - c. A detailed plan describing the monitoring and methods of control and maintenance of exotic or nuisance vegetation;
  - d. Monitoring and replacement to assure a survival rate of 80 percent wetland vegetation for a minimum of three years;
  - e. An upland habitat as an adjacent buffer on mitigated sites, as provided in section 4-236.
- (3) An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands is preferred over wetland creation.
- (4) Mitigation should take place on-site or in close proximity thereto or in areas so designated as provided in subsection (d) of this section.
- (5) An applicant who carries out a compensatory mitigation plan shall grant a conservation easement on the newly created or restored wetland and buffer to protect it from future development. A legal mechanism other than a conservation easement may be deemed appropriate on a case-by-case basis to carry out the purpose of the subsection.
- (6) A mitigation plan approved by a federal, state, or regional agency shall be acceptable to the City Manager; provided, however, that the approved mitigation plan does not result in the loss of function. If no such mitigation plan is required by the approved permit from the federal, state, or regional agency, or if the approved plan results in loss of function, then the City Manager may require a mitigation plan in compliance with this section.

- (7) A mitigation plan should be designed to ensure that the wetlands provides minimal mosquito larval habitat and does not eliminate habitat for predatory fish.
  - (8) Any wetlands which have been altered in a manner which does not comply with this division and no wetland alteration permit obtained shall be restored and the mitigation requirements as provided in this division shall apply.
- (b) *Mitigation ratios.* In determining the replacement acreage ratios for restored or created wetlands, the City Forester shall consider, but not be limited to, the following criteria:
- (1) The length of time that can be expected to lapse before the functions of the impacted wetlands functions have been restored or offset.
  - (2) Any special designation or classification of the water body, including outstanding state waters, aquatic preserves, or class II waters.
  - (3) The type of wetland to be created and the likelihood of successfully creating that type of wetland.
  - (4) Whether or not the affected wetland is functioning as natural, healthy wetland of that type.
  - (5) Whether the wetland is unique for that watershed.
  - (6) The presence or absence of exotic or nuisance plants within the wetland and adverse effects those plants have on the wetland's beneficial functions.
  - (7) Whether the proposed project eliminates or changes the wetland from one type to another.
  - (8) The amount and quality of upland habitat preserved as conservation areas or buffer.
  - (9) Whether the applicant chooses to allocate funds to the City environmental improvement trust fund as provided in subsection (c) of this section.

Except as provided in subsection (a)(6) of this section, the mitigation ratio shall include replacement of the same type of wetland of at least a one-to-one ratio unless the value of the wetland based on its functional value is determined to warrant a greater or lesser ratio. There should be like-kind replacement, i.e., freshwater for freshwater where practicable. The minimum mitigation ratio for wetlands which have been harvested for timber within 180 days prior to submittal for a development order review shall be a minimum of a one-to-one ratio of created or restored wetlands to the adversely impacted wetland. The minimum mitigation ratio for wetlands which have been developed from agricultural uses within 180 days prior to submittal for a development order review shall be a minimum of one-to-one of created or restored wetlands to the adversely impacted wetlands.

(c) *Environmental improvement trust fund.*

- (1) If the wetlands alteration permit application is not processed concurrently with development order review and a successful mitigation is not likely to offset unavoidable impacts, then the proposed development shall be assessed a mitigation fee.
- (2) All mitigation fees shall be deposited in a fund to be known as the City environmental improvement trust fund. The purpose of the fund is to purchase, improve, create, restore, manage and replace natural habitat within the City. The fund shall be used for these purposes. The fund may be utilized in concert with other funding sources for the purposes required under this subsection. The fees may be used for the creation or restoration of any wetland type.
- (3) The environmental improvement trust fund shall be expended as provided in subsection (d) of this section.

(d) *Off-site mitigation.*

- (1) The City shall designate and attempt to purchase, or otherwise acquire, lands within each watershed and/or subbasin, which are suitable for the creation, acquisition, restoration or preservation of wetlands or wetland habitat systems, including adjacent upland habitat. The purpose of such designation is to provide areas suitable for the off-site mitigation of the impacts of wetland alteration.

- (2) For those projects which require off-site mitigation, the mitigation shall be performed within the watershed or subbasin of those lands described in this subsection.
- (3) The off-site mitigation areas may be developed with the intention of utilizing the areas for passive and/or active recreational parks; provided, however, the wetlands beneficial functions are not adversely impacted.

## NOTICE OF VIOLATION

03/05/2021

STEVEN A & MELANIE B WELBORN  
117 AMBERGLOW CT  
DEBARY, FL 32713

CASE #: CE4009-030521

**PROPERTY LOCATION:** 478 RIVER DR

**PARCEL NUMBER:** 803103400030

**LEGAL DESCRIPTION:** LOT 3 BLK 40 ST JOHNS RIVER EST UNIT 3 MB 27 PG 221 PER OR 1703 PG 0355 PER OR 7163 PGS 31 87-3188

This letter is to notify you that I performed an inspection of the above referenced property on **3/5/2021**. During that inspection a violation(s) of **Sec. 5-85. - General prohibitions.**

**Unless otherwise authorized by this article, no person shall cause, suffer, permit or allow:**

**(2)The removal of any tree without first obtaining a tree removal permit from the City as herein provided.**

**Sec. 4-182. - Prohibitions and exemptions.**

**(a)Prohibitions. No person may develop or make any change in the use of land or construct a structure or change the size of a structure, except as exempted in subsection**

**(b) of this section, without first obtaining a stormwater management development permit as provided herein. For the purposes of this division, the following development may potentially alter or disrupt existing stormwater runoff patterns, and as such, will, unless exempt pursuant to subsection**

**(b) of this section, require a permit prior to the commencement of construction:**

**(1)Clearing and/or drainage of land as an adjunct to construction. was/were observed.**

**VIOLATION(S) NOTICED:**

**NECESSARY CORRECTION(S): SUBMIT PROPER PAPERWORK AND OBTAIN PROPER PERMITTING BEFORE ANY WORK ON PROPERTY CONTINUES.**

By making the necessary correction(s) no later than **04/28/2021**, you will avoid further code enforcement action. If you have any questions regarding this notice, please contact me at 386-601-0209.

Sincerely,





# CITY of DeBARY

[www.debary.org](http://www.debary.org)

· THE RIVER CITY ·



Steve McLaughlin

Neighborhood Improvement Officer

Office – [386-601-0209](tel:3866010209) (Direct Line)

Cell # - [386-232-6110](tel:3862326110)

[smclaughlin@debary.org](mailto:smclaughlin@debary.org)

7019-1120-0000-1701-8248



## SPECIAL MASTER NOTICE OF HEARING

04/01/2021

STEVEN A & MELANIE B WELBORN  
117 AMBERGLOW CT  
DEBARY, FL 32713

CASE #: CE4009-030521  
478 RIVER DR

The DeBary Code Enforcement Special Master was created pursuant to Florida Statutes Chapter 166 and Chapter 2 of the Code of the City of DeBary. The purpose of the Special Master is to facilitate the enforcement of certain codes of the City and to quickly and fairly render decisions concerning violations of these codes.

You are hereby formally notified that on **04/08/2021, at 6:00 p.m.**, there will be a hearing before the Special Master concerning the alleged violations in the attached Notice of Violation. The hearing will take place in the City Council Chambers located in DeBary City Hall at 16 Colomba Road. You are hereby requested to appear before the Special Master on this date to answer to these charges and present your side of the case. **Failure to appear will result in the Special Master proceeding in your absence.**

Should you be found in violation of the City's adopted codes, the Special Master has the power, by law, to levy fines of up to **\$250 per day** against you and your personal property for every day that any violation continues beyond the date set in the order of the Special Master. However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

Should you desire, you have the right to obtain an attorney, at your expense, to represent you before the Special Master. You will also have the opportunity to present witnesses, as well as question the witnesses against you prior to the Special Master making a determination.

If you wish to appeal any decision of the Special Master, you will need a record of the proceedings and, therefore, may need to ensure that a verbatim record of the proceedings, including all testimony and evidence, is prepared. The entire proceeding will be recorded. Should you desire, you may employ a court reporter, but it must be done at your expense.

Please be prepared to present evidence at this hearing concerning the amount of time necessary to correct the alleged violation, should you be found in violation of the adopted City codes.

If you wish to have witnesses subpoenaed or if you have any other questions, please contact the staff secretary for the Special Master within five (5) business days at 386-601-0209.

Sincerely,



Steve McLaughlin  
Neighborhood Improvement Officer  
Office – 386-601-0209 (Direct Line)  
Cell # - 386-232-6110  
[smclaughlin@debary.org](mailto:smclaughlin@debary.org)  
7019-1120-0000-1701-7814



# Wetland Delineation Report

Volusia County, Florida Address: 478 River Drive in Debar

For the Client

Steven Welborn

By the Consultant

**Palmer Biological Services, LLC**  
**817 East 15th Avenue**  
**New Smyrna Beach, Florida 32169**

March 9, 2021

## A. Scope of Work

A wetland delineation was requested by the Client for the parcel referenced above. The survey was conducted as per requirements set forth in FAC 62-340 "Delineation of the Landward Extent of Wetlands and Surface Waters" (FDEP 1994) and the Army Corps wetland delineation manual (1987). The delineation work we performed included searching for available wetland and upland vegetation ID, hydric soils and hydrologic indicators.

**Soils** – An area of disturbed, mucky soils exists along the eastern end of the property. An area of dry sandy soils exists along the eastern end of the site, then mucky soils along the St. Johns River on the extreme western border of the parcel.

**Vegetation** – Vegetative species were observed on the property as listed below. Wetland species were not observed on the subject parcel.

1. Live oak (*Quercus virginiana*)
2. Water oak (*Quercus nigra*)
3. American elm (*Ulmus americana*)
4. Primrose willow (*Ludwigia spp.*)
5. Maidencane (*Panicum hemitomon*)

**Hydrologic Indicators** – the hydrologic indicators used for this study include: Hydrologic data, morphological plant adaptations and muck presence.

## B. Conclusions and Recommendations

Pre-site visit research of this parcel suggested that there were no wetlands on site with the exception of the western boundary which borders a surface water feature (St. Johns River). Upon inspection of the site on March 8, 2021 an area of disturbed, mucky soils was found toward the eastern end of the subject parcel. The contractor that cleared the site disturbed these soils and removed vegetation and any other indicators that are required to perform a wetland delineation. Upon further inspection, wetlands with hydrologic indicators, hydric soils and hydric vegetation were found on either side of the property to the north and south of the parcel. Aerial photos and elevation contour data verified that this area was most likely a wetland prior to the clearing and disruption of the soil profiles on the site. This wetland area is shown on the attached aerial sketch. The wetland boundary along the St. Johns was also flagged.

Discussion with the property owner prior to our site visit suggested that the clearing contractor may have removed a large live oak tree. We did not find any evidence of the removal of a large tree. Several of the live oaks on the site were improperly trimmed, however the trees will most likely recover from this trimming. A live oak located on the south side of the property nearest River Drive appears to be diseased and will most likely not survive although we do not think this is a result of the trimming done by the clearing contractor. Cabbage palm stumps are the only remaining evidence of tree removal at the property.

We recommend that the wetland flags be located by a professional land surveyor and placed to scale on the boundary survey drawing. This map can then be used to plan development of the site. All wetland delineations are subject to regulatory approval. Please contact Farley Palmer at (386) 314-5718 for questions concerning this report. Please check with local authorities concerning any setbacks or buffers from the established lines prior to any construction, clearing, dredging, filling or grading.

## References

1. Florida Wetland Plants: An Identification Manual (DEP January 1998)
2. Volusia County GIS mapping online services (2021).
3. FAC 62-340 “Delineation of the Landward Extent of Wetlands and Surface Waters” (FDEP 1994).
4. Munsell Soil Color Charts.
5. Army Corps of Engineers wetland delineation manual (1987).
6. Google Earth on-line mapping services (2021).
7. University of Florida Forest Stewardship, “Common Trees in Florida Hardwood Forests” (2009).
8. Wetland Delineation Methodology (Florida DEP 1997).
9. National Wetland Inventory “Wetlands Mapper” (2021).
10. University of Florida Historical Aerial Photo Archive (2021).



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
400 HIGH POINT DRIVE, SUITE 600  
COCOA, FLORIDA 32926

October 26, 2022

South Atlantic Division  
Jacksonville District  
North Permits Branch  
Cocoa Section  
SAJ-2022-03043 (NW-JAZ)

Mr. Steven Welborn  
117 Amberglow Court  
Debary, FL 32713  
Sent via email: [steveuw272@hotmail.com](mailto:steveuw272@hotmail.com)

Dear Welborn,

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on 4 October 2022. Your application was assigned file number SAJ-2022-03043. A review of the information and drawings provided indicates that the proposed work would result in the filling of 0.098 acres of Waters of the United States (WOTUS). The activities subject to this permit are authorized pursuant to authority under Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located at 478 River Drive, in Section 40, Township 19 South, Range 30 East, Debary, Volusia County, Florida. Latitude 28.867681° Longitude: -81.359433°.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 29 (Residential Developments). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent

NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-29, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

**General Conditions (33 CFR PART 320-330):**

1. The time limit for completing the work authorized ends on **March 14, 2026**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
  - a. For electronic mail (preferred): [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

- b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2022-03043 (NW-JAZ), on all submittals.

**2. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall submit a completed "Commencement Notification" form, provided as an attachment to this permit.

**3. Self-Certification of Compliance:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

**4. Cultural Resources/Historic Properties:**

- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the proposed activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and



considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

- d. In the event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

**5. Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

**6. Wetland Avoidance Areas:** The Permittee shall avoid impacts in the St. Johns River. The St. Johns River was avoided as part of this permit application review process; and, therefore, those areas will not be disturbed by any activities that would degrade the ecological integrity of the site including dredging, filling, land clearing, or other construction work whatsoever except as required or authorized by this permit. The Corps reserves the right to deny review of any requests for future impacts to these avoided wetland areas.

**7. Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

**8. Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It



## COMMENCEMENT NOTIFICATION

*Within 10 days of initiating the authorized work, submit this form via electronic mail to: saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2022-03043 (NW-JAZ)

2. **Permittee Information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Construction Start Date:** \_\_\_\_\_

4. **Contact to Schedule Inspection:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

**Permit Number: NW 29**

**Application Number: SAJ-2022-03043 (NW-JAZ)**

Permittee's Name & Address (please print or type): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Location of the Work: \_\_\_\_\_

\_\_\_\_\_

Date Work Started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Acreage or Square Feet of Impacts to Waters of the United States:

\_\_\_\_\_

Describe Mitigation completed (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**DA PERMIT NUMBER: SAJ-2022-03043 (NW-JAZ)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to:

[SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)



# Wetland Delineation Aerial Sketch

Volusia County, Florida Property Address: 478 River Drive in Debarry



LEGAL DESCRIPTION: LOT 31&2

LOT 3 BLOCK 40, ST. JOHNS RIVER ESTATES, UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27 PAGE 221, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

ELOOD CERTIFICATION

(Per map dated February 16, 2014) This is to certify that I have consulted the Federal Insurance Flood Hazard Insurance Study, and the map thereon is NOT located in a special flood hazard area, according to Community Flood Map No. 121210-01030-H Map, Panel 650 of 720, Zone "X"

Silt fence will be installed and maintained surrounding the construction area on the site in order to prevent erosion or sedimentation

PLOT PLAN

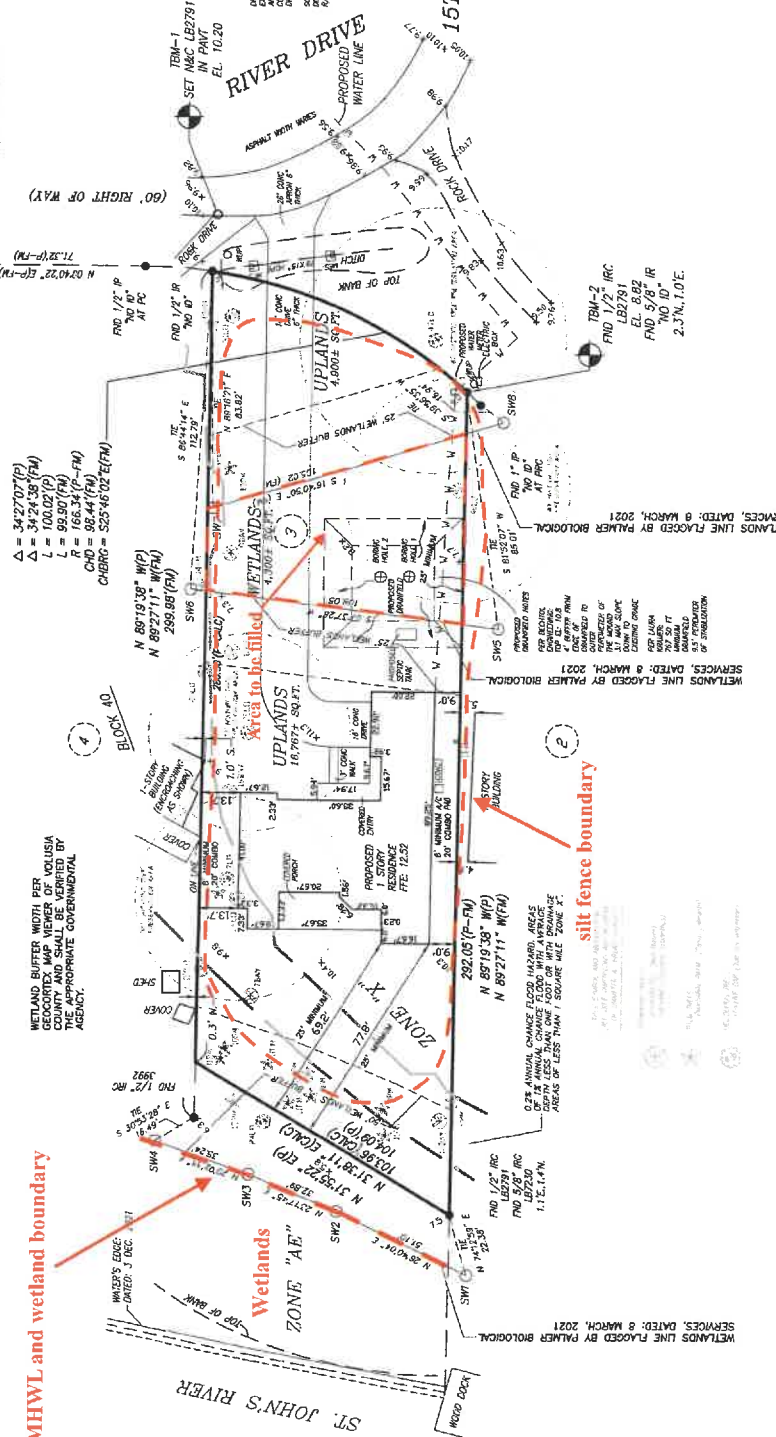
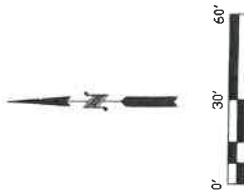
THIS IS NOT A SURVEY ... THE INTENT IS TO OBTAIN A SURVEY ... THE USER ...

NOTES

BEARINGS SHOWN HEREON ARE BASED ON THE WEST POINT OF WAY LINE OF RIVER DRIVE AS BEING A BEARING OF N 60°40'22" E (PLAT).

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

ELEVATIONS SHOWN HEREON ARE BASED ON MVD 1989 DATUM



MHWL and wetland boundary

silt fence boundary

- Abbreviations: CDE-Contract, DDC-Drafting, etc.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. (LB #2791) BY: Robert R. Evers, PSM

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. NORMANDY SOUTH CORPORATION, ISAOA STEWART TITLE GUARANTY COMPANY KIRWIN NORRIS, P.A.





# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Shawn Hamilton  
Secretary

## **Permittee/Authorized Entity:**

Steve A. Welborn  
117 Amberglow Ct.  
DeBary, FL 32713  
[Stevew272@hotmail.com](mailto:Stevew272@hotmail.com)

## **478 River Drive SFH—Operational Permit**

### **Authorized Agent:**

Palmer Biological Services, LLC  
c/o Roger Palmer  
817 East 15th Avenue  
New Smyrna Beach, FL 32169  
[palmerbiological@gmail.com](mailto:palmerbiological@gmail.com)

## **Environmental Resource Operational Permit**

**State-owned Submerged Lands Authorization – Not Applicable**

**U.S. Army Corps of Engineers Authorization – SPGP Not Approved – Separate authorization required**

Volusia County  
Permit No.: 0425642-001-EI

**Permit Issuance Date: October 4, 2022**  
**Permit Construction Phase Expiration Date: October 4, 2027**



# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Shawn Hamilton  
Secretary

## Environmental Resource Operational Permit

**Permittee: Steve A. Welborn**  
**Permit No: 0425642-001-EI**

### PROJECT LOCATION

The activities authorized by this permit are located at 478 River Drive, Debary, Florida, 32713, parcel identification number: 2417439, in Section 40, Township 19 South, Range 30 East, in Volusia County, at Latitude: 28° 52' 03.25", Longitude: 81 ° 21' 34.36".

### PROJECT DESCRIPTION

The permittee is authorized to directly impact a total of 0.098 acre (4,300 square feet) of isolated wetlands for the construction of a private, single-family residence. Authorized activities are depicted on the attached exhibits.

### AUTHORIZATIONS

#### 478 River Drive SFH—Operational Permit

#### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

#### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

#### Federal Authorization

Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s) or authorization will be required** from the U.S. Army Corps of Engineers.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

### Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

### Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341

### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

### **PERMIT CONDITIONS**

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

### **SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION**

1. Prior to construction, the limits of impact shall be clearly marked in a way which is visible and obvious to anyone performing work on-site, including someone operating heavy equipment. Orange construction fencing or tall flagged stakes along the construction limits are possible methods.
2. Prior to initiation of any work authorized by this permit, all wetlands, surface waters, and storm drains, outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring, including the placement of

staked erosion control devices around the project area and staging area(s) that are located outside of any authorized impact areas.

3. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

4. The limits of construction shall be delineated by silt fencing. The permittee shall bear the responsibility of notifying all construction workers that silt fencing or turbidity barrier represents the limits of all construction activities. The permittee shall bear the responsibility of keeping all construction workers and equipment out of the adjacent wetlands and surface waters where work has not been permitted for impacts.
5. This permit authorizes permanent impacts to the surface water dredge/fill area shown in Exhibit 1 of only 0.098 acre. No other areas are authorized to be impacted, which includes but is not limited to clearing with the use of heavy equipment, filling, or excavation.
6. The permittee shall report any damage to the Department within 24 hours that occurs to the wetlands not authorized for impacts under this permit. If any damage occurs to wetlands or surface waters as a result of any construction activities, the permittee shall be required to restore the wetland area by regrading the damaged areas back to the natural preconstruction elevations and planting vegetation of the size, densities, and species that exist in the adjacent areas pursuant to a consent order. The restoration shall be completed within 30 days of completion of the construction and shall be done to the satisfaction of the Department.
7. There shall not be any excess lumber, scrap wood, trash, garbage, etc. within wetlands or waters of the State.
8. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the State.
9. Any fill material used shall be clean fill and free of vegetative matter, trash, garbage, toxic or hazardous waste or any other materials the Department considers unsuitable.
10. The fill and associated side slopes that will be placed on the property shall be stabilized with sod immediately (within 48 hours) following completion of the placement and compaction of the fill material.
11. This permit does not authorize the construction of any additional structures/fill not illustrated on the permit drawings.

### **SPECIFIC CONDITIONS – CONSTRUCTED ACTIVITY**

12. In accordance with 62-330.301(1), F.A.C., the activity authorized to be operated under this permit:
- a. Will not cause adverse water quantity impacts to receiving waters and adjacent lands;
  - b. Will not cause adverse flooding to on-site or off-site property;
  - c. Will not cause adverse impacts to existing surface water storage and conveyance capabilities;
  - d. Will not adversely affect the quality of receiving waters such that the state water quality standards set forth in chapters 62-4, 62-302, 62-520, and 62-550, F.A.C., including the antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), F.A.C., subsections 62-4.242(2) and (3), F.A.C., and rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters set forth in subsections 62-4.242(2) and (3), F.A.C.;
  - e. Will not adversely impact the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S.;
  - f. Will not cause adverse impacts to a Work of the District established pursuant to section 373.086, F.S.;
  - g. Will be capable, based on generally accepted engineering and scientific principles, of performing and functioning as proposed;
  - h. Will be conducted by a person with the financial, legal, and administrative capability of ensuring that the activity will be undertaken in accordance with the terms and conditions under this permit;
13. In accordance with 62-330.350(1)(q), F.A.C., if the proposed activity authorized under this permit causes any adverse impacts, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

#### **SPECIFIC CONDITIONS - OTHER LISTED SPECIES**

14. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

#### **SPECIFIC CONDITIONS - CONSTRUCTION COMPLETION**

15. Upon final completion of the project and upon reasonable assurance that the project is no longer a potential turbidity source, the permittee will be responsible for the removal of the temporary best management practices and turbidity control devices. All turbidity control devices shall be disposed of in an upland disposal area.

## **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

- b. For all other activities – “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
- Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
  - Convey to the permittee or create in the permittee any interest in real property;
  - Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
- Immediately if any previously submitted information is discovered to be inaccurate; and
  - Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.



## NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S.,

or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

#### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

## EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips  
Program Administrator  
Permitting and Waste Cleanup Program

### Attachment(s):

1. Exhibit 1, Project Drawings and Design Specs., 3 pages
2. Construction Commencement Notice/Form 62-330.350(1)
3. Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit/Form 62-330.310(3)
4. Request for Transfer to the Perpetual Operation Entity/Form 62-330.310(2)
5. Request to Transfer Permit/Form 62-330.340(1)

## CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Volusia County, [envirop permit@co.volusia.fl.us](mailto:envirop permit@co.volusia.fl.us)  
FFWCC, [ConservationPlanningServices@MyFWC.com](mailto:ConservationPlanningServices@MyFWC.com)  
DOS, [CompliancePermits@dos.state.fl.us](mailto:CompliancePermits@dos.state.fl.us)  
DEO, [dcppermits@deo.myflorida.com](mailto:dcppermits@deo.myflorida.com)  
Imirio Perez, FDEP, [Imirio.Perez@FloridaDEP.gov](mailto:Imirio.Perez@FloridaDEP.gov)  
Jill Farris, FDEP, [Jill.Farris@FloridaDEP.gov](mailto:Jill.Farris@FloridaDEP.gov)

## FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

*Caitlin Hawley*

**Clerk**

October 4, 2022

**Date**



Your Organization | 478 River Drive, Debary

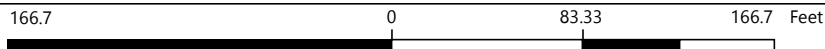


**Legend**

- SJRWMD Wetlands
- Wetlands NWI Outline
- Contour1ft\_0B
- Contour1ft\_0E
- Contour1ft\_1A
- Contour1ft\_1B
- Contour1ft\_1E
- Contour1ft\_2A
- Contour1ft\_2B
- Contour1ft\_2C
- Contour1ft\_2D
- Contour1ft\_2E
- Contour1ft\_2F
- Contour1ft\_3B
- Contour1ft\_3C
- Contour1ft\_3D
- Contour1ft\_3E
- Contour1ft\_3F
- Contour1ft\_4C
- Contour1ft\_4D
- Contour1ft\_4E
- Contour1ft\_4F
- Contour1ft\_4G
- Contour1ft\_5C
- Contour1ft\_5D
- Contour1ft\_5F

Notes

1: 1,000



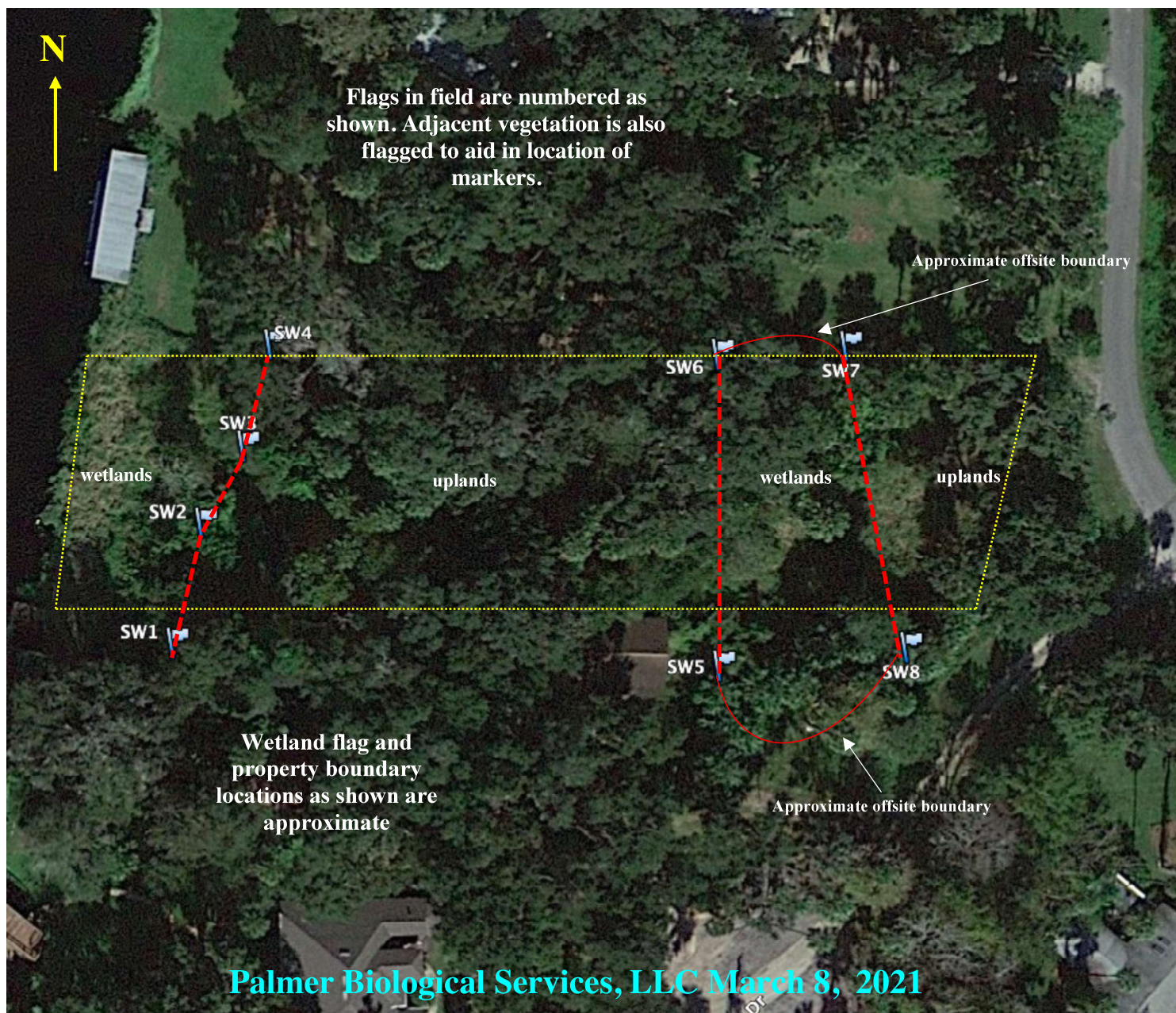
NAD\_1983\_HARN\_StatePlane\_Florida\_East\_FIPS\_0901\_Feet  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

# Wetland Delineation Aerial Sketch

Volusia County, Florida Property Address: 478 River Drive in Debarry



LEGAL DESCRIPTION: (OR 7163 PG 3187)

LOT 3 BLOCK 40, ST. JOHNS RIVER ESTATES, UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27 PAGE 221, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

FLOOD CERTIFICATION:

(Per map dated February 19, 2014) This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0730-H Map, Panel 650 of 730, Zone "X".

Silt fence will be installed and maintained surrounding the construction area on the site in order to prevent erosion or sedimentation

MHWL and wetland boundary

WETLAND BUFFER WIDTH PER GEOCORTEX MAP MEWER OF VOLUSIA COUNTY AND SHALL BE VERIFIED BY THE APPROPRIATE GOVERNMENTAL AGENCY.

Delta = 34°27'07"(P)
Delta = 34°24'38"(FM)
L = 100.02'(P)
L = 99.90'(FM)
R = 166.34'(P-FM)
CHDBRG = S25°46'02"E(FM)

PLOT PLAN

THIS IS NOT A SURVEY

NOTES: THE INTENDED USE OF THIS SKETCH IS TO OBTAIN A BUILDING PERMIT. ANY USE OTHER THAN THE ONE EXPRESSED IS DONE SOLELY AT THE RISK OF THE USER AND FOR THEIR AGENT(S).

LOT DIMENSIONS AND/OR ELEVATIONS SHOWN HEREON ARE FROM RECORD INFORMATION OF FILE DATUM AND ARE SUBJECT TO AN ACCURATE FIELD SURVEY.

ZONING AND BUILDING SETBACK INFORMATION SHOWN HEREON WAS OBTAINED VERBALLY AND SHALL BE VERIFIED BY THE APPROPRIATE GOVERNMENTAL AGENCY.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF RIVER DRIVE AS BEING A BEARING OF N 00°40'22" E (PLAT).

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

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

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

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM

DRIVEWAY TO MATCH EXISTING DRIVEWAY AND PROVIDE FOR CONTINUED POSITIVE DRAINAGE.

20" & 30" CONC. ALL DISTURBED AREAS ON R/W

PROPOSED WATER LINE

15TH STREET

ROCK DRIVE

60' RIGHT OF WAY

TBM-1 SET N&C LB2791 IN PAVT EL. 10.20

TBM-2 FND 1/2" IRC LB2791 EL. 8.82 FND 5/8" IR "NO ID" 2.3'N, 1.0'E.

DRAWING REVISED TO MODIFY DRAINFIELD SKETCH AND DRAINFIELD NOTES PER BECHTOL ENGINEERING AND TESTING, INC. AND LAURA KRAMER @ VOLUSIA COUNTY, DATED: 02/02/22

DRAWING REVISED TO ADD FFF PER BECHTOL ENGINEERING AND TESTING, INC. DATED: 02/02/22

DRAWING REVISED TO LOCATE BORING HOLE 1 & 2, DATED: 1/13/22

DRAWING REVISED TO ADD PROPOSED WATER LINE TO HOUSE TO PLOT PLAN, AND TO CHANGE SEPTIC SIZE AND MOUND SLOPE LINES, DATED: 3/28/22

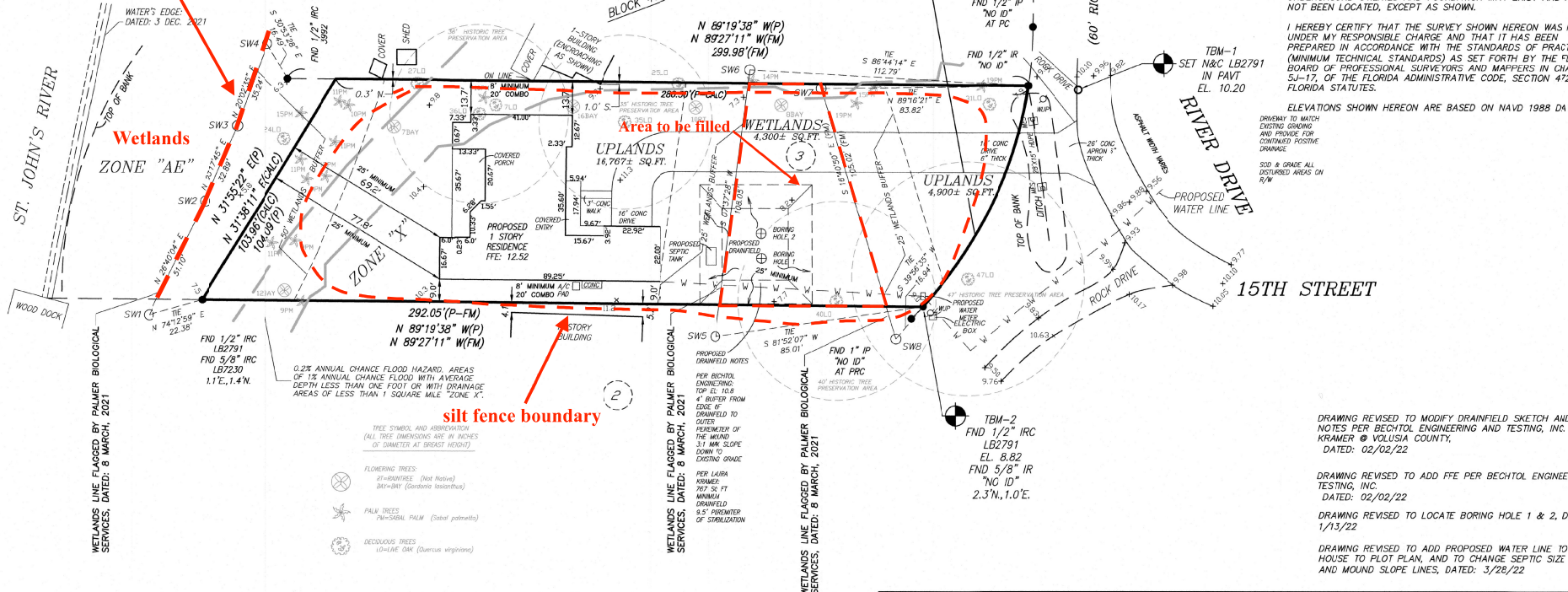
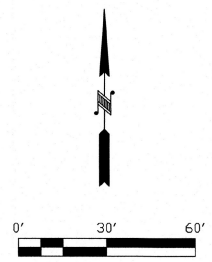


Table with 4 columns: Abbreviations, Symbols, and their corresponding descriptions for various survey and construction elements.

NOTE: This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the parties and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whatsoever. This Survey / Sketch has been prepared without benefit of abstract or title search unless otherwise noted hereon.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. (LB #2791) BY: Robert R. Evers, PSM

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. 99C W. VOLUSIA AVE. \* DELAND, FL \* PH: (386)-734-8050 PLOT PLAN FOR: STEVEN WELBORN NORMANDY SOUTH CORPORATION, ISAOA FLEET TITLE GROUP, LLC STEWART TITLE GUARANTY COMPANY KIRWIN NORRIS, P.A.

Table with 2 columns: SYMBOLS and their descriptions (e.g., REBAR FOUND, CONCRETE MONUMENT). Includes a small table for DATE, W.D. No., DRAWN BY, FIELD BOOK, and CAD FILE / FILE No.

# CONSTRUCTION COMMENCEMENT NOTICE

**Instructions:** In accordance with Chapter 62-330.350(1)(d), F.A.C., complete and submit this form at least 48 hours prior to commencement of activity authorized by permit.

Permit No. \_\_\_\_\_ Application No. \_\_\_\_\_  
 Project Name \_\_\_\_\_ Phase \_\_\_\_\_

Construction of the system authorized by the above referenced Environmental Resource Permit and Application, is expected to commence on \_\_\_\_\_, 20\_\_\_\_  
 and will have an estimated completion date of \_\_\_\_\_, 20\_\_\_\_\_

**PLEASE NOTE:** If the actual construction commencement date is not known within 30 days of issuance of the permit, District staff should be so notified in writing. As soon as a construction commencement date is known, the permittee shall submit a completed construction commencement notice form.

Permittee's or Authorized Agent's Signature	Company	
Print Name	Title	Date
E-mail	Phone Number	



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# Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit

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Instructions: This form is intended to be used solely by or for the permittee of a private single-family dwelling unit, duplex, triplex, or quadruplex that is not part of a larger plan of development proposed by the applicant/permittee. **Complete the information on this form, sign at the bottom of Page 2, and submit this form within 30 days of the inspection.**

Permit No.:

Application No.:

Name of Permittee:

Location of Project:

I Hereby Certify That (please check only one box):

- The undersigned hereby certifies that all components of the project **authorized by the above permit have been conducted and/or built substantially in accordance with the terms and conditions of the permit**, that the project is functioning as permitted, and that the project is ready for inspection. Any minor deviations (noted below) from the permit will not prevent the project from functioning and operating as designed, subject to routine custodial maintenance. This certification is based upon on-site inspection of the project conducted by me or my designee under my direct supervision and my review of the permit. If the undersigned is not the permittee, I further certify that I am acting for, and on behalf of, the permittee.

Upon receipt of this form, and verification by the Permitting Agency that any modifications are noted, the construction phase of this permit shall automatically convert to an operation and maintenance phase.

- The undersigned hereby certifies that I or my designee under my direct supervision has inspected the project located at the above location and have determined that the project **does NOT appear to have been built or conducted substantially in accordance with the permit** or is not functioning in accordance with the requirements of the permit. One of the following applies:
- The project was constructed or conducted with substantial design changes that are not in conformance with the permit (attach description and permit drawings showing all changes), and either:
- I, the permittee, am aware that additional work is required to bring the project into compliance with the terms and conditions of the permit; or
  - I, the agent inspecting the project on behalf of and for the permittee, have informed the permittee of the following:
    - (a) That the project does not appear to be functioning properly; and
    - (b) That additional construction or work is required to bring the project into compliance.





The following components of the project do not appear to be functioning properly (attach additional pages if needed):

Any components of the project that are not in conformance with the permit must either be brought into compliance with the permit within 30 days of the inspection, or the permittee must request a modification of the permit in accordance with Rule 62-330.315, F.A.C., within 30 days of the inspection. If the modification request is not approved, the components of the project that are not in conformance with the permit are subject to enforcement action under Sections 373.119, .129, .136, and .430, F.S. If modifications are approved and implemented by the permittee, the permittee shall resubmit this form within 30 days of completion of the remedial work on the permitted project.

Name of Inspector: \_\_\_\_\_ who is:  the permittee;  the agent for the permittee

Company Name (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Inspector \_\_\_\_\_ Date: \_\_\_\_\_

If at any time the Permitting Agency determines that the above project was not built or conducted in conformance with the terms and conditions of the permit, the permittee shall be subject to enforcement by the Permitting Agency for all measures required to bring the project into compliance with the permit. The permittee shall remain liable for ensuring that the project remains in full and complete compliance with the terms of the permit for the life of the system, unless such permit is transferred in accordance with Rule 62-330.340, F.A.C.

# Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: \_\_\_\_\_ Application No(s): \_\_\_\_\_  
 Project Name: \_\_\_\_\_ Phase (if applicable): \_\_\_\_\_

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: \_\_\_\_\_  
 Signature of Permittee \_\_\_\_\_ Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Company Name \_\_\_\_\_ Company Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone/email address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: \_\_\_\_\_  
 Signature of Representative of O&M Entity \_\_\_\_\_ Name of Entity for O&M \_\_\_\_\_  
 \_\_\_\_\_  
 Name and Title \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_  
 Email Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
 \_\_\_\_\_  
 Phone \_\_\_\_\_ Date \_\_\_\_\_

**Enclosed are the following documents, as applicable:**

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation (if filed before 1995)
- A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



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# Request to Transfer Environmental Resource Permit

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Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or e-mail, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No: \_\_\_\_\_                      Application                      Acres to be Transferred:  
   No(s):

Permitted Project:

Proposed Project Name (if different):

Phase of Project (if applicable):

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions, and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee:

Mailing Address:

City: \_\_\_\_\_                      State: \_\_\_\_\_                      Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_                      E-mail: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Proposed Permittee

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Name and Title

Enclosures:

- Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records
- Copy of current plat(s) (if any), as recorded in the Public Records
- Copy of current recorded restrictive covenants and articles of incorporation (if any)
- Other

Sec. 1-2. - Authority and purpose.

- (a) *Authority.* This Code is enacted pursuant to F.S. § 163.3202, and F.S. ch. 166, and the Charter and ordinances of the City.
- (b) *Purpose.*
  - (1) In accordance with F.S. § 163.3202, this Code is adopted to implement the Comprehensive Plan of the City by insuring that all development orders issued by the City are consistent with the City's adopted Comprehensive Plan.
  - (2) This Code establishes regulations for the use of land and water, redevelopment, subdivision of land, site design, stormwater management, floodplain management, protection of environmentally sensitive lands, protection of potable water well fields, prevention of blight and deterioration of property, preservation of historic resources, prevention of the overcrowding of land and undue concentration of population; and provides for transportation, public utilities, schools, parks, and other public infrastructure, the maintenance of levels of service for infrastructure, and other regulations necessary to promote the general health, safety, and welfare of the people.
  - (3) Land owned by the City of DeBary and developed or used for public parks or any City governmental function that promotes or benefits the comfort, convenience, safety, general welfare and happiness of citizens may not be regulated by this Code as such use of lands is considered to be for the best interest of the citizens of DeBary.
- (c) *Conflict.* In the event of a conflict between any regulations of this Code, or between these regulations and any other regulations governing the same activity, the most restrictive regulation shall apply. Where there is a conflict between this Code and the adopted Comprehensive Plan of the City, the provision of the Comprehensive Plan shall prevail as determined by the City Council.

(Ord. No. 01-99, § 1(102), 11-3-1999; Ord. No. 02-12, § 2(Exh. A), 9-5-2012)

**Uniform Mitigation Assessment Method Summary**

<b>Site/Project Name:</b>	<b>Application Number:</b>	<b>Date:</b>
478 River Drive - DeBary		August 8, 2022

**Impact Summary**

Assessment Area	Impact Type	Location and Landscape Support		Water Environment		Community Structure		Impact Delta	Acres	Functional Loss
		Current	w/Impact	Current	w/Impact	Current	w/Impact			
1 Wetland A	Direct Impact	8	0	7	0	5	0	0.67	0.10	0.067
2 -	-	-	-	-	-	-	-	-	-	-
3 -	-	-	-	-	-	-	-	-	-	-
4 -	-	-	-	-	-	-	-	-	-	-
5 -	-	-	-	-	-	-	-	-	-	-
6 -	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>									<b>0.10</b>	<b>0.067</b>

**Mitigation Summary**

Assessment Area	Mitigation Type	Location and Landscape Support		Water Environment		Community Structure		Mitigation Delta	Time Lag	Risk	PAF	RFG	Acres	Functional Gain
		w/o Mit	w/Mit	w/o Mit	w/Mit	w/o Mit	w/Mit							
1 -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3 -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4 -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5 -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6 -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>												<b>0.00</b>	<b>0.000</b>	

<b>TOTALS</b>					
Impacts	Acres	Mitigation - Upland	Acres	Mitigation - Wetland	Acres
		Restoration	0.00	Creation	0.00
Direct Impacts	0.10	Enhancement	0.00	Restoration	0.00
Secondary Impacts	0.00	Preservation	0.00	Enhancement	0.00
<b>Total Impacts</b>	<b>0.10</b>	<b>Total Upland Mitigation</b>	<b>0.00</b>	<b>Total Wetland Mitigation</b>	<b>0.00</b>

<b>Total Functional Loss</b>	<b>0.067</b>
<b>Total Functional Gain</b>	<b>0.000</b>
<b>Mitigation Deficit</b>	<b>-0.067</b>

**UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART I - IMPACT**  
**Form 62-345.900(2), F.A.C. (See Sections 62-345.400 F.A.C.)**

Site/Project Name <b>478 River Drive - DeBary</b>		Application Number	Assessment Area Name or Number <b>Wetland A</b>	
FLUCCs code	Further classification (optional)		Impact Type <b>Direct Impact</b>	Assessment Area Size <b>0.10 Acres</b>
Basin/Watershed Name/Number <b>Upper St. Johns</b>	Affected Waterbody (Class)	Special Classification (i.e. OFW, AP, other local/state/federal designation of importance)		
Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands  <b>The subject property is on the St. Johns River.</b>				
Assessment area description  <b>In general the subject property appears to be in a bit of ecological disarray from its likely natural condition. The properties to the north and south contain uplands from the road until it reaches the wetland on the St. Johns River. It is likely that during the construction of the road, dirt was excavated to raise the elevation creating an isolated depression that over time developed wetland characteristics. It is possible that it is natural, however, it is not holding much value as it is overgrown with fallen trees and some invasives.</b>				
Significant Nearby Features <b>St. Johns River</b>		Uniqueness (considering the relative rarity in relation to the regional landscape) <b>not unique</b>		
Functions		Mitigation for previous permit/other historic use		
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)  <b>It is likely that avian species forage in the wetland and on the subject property along the St. Johns River.</b>		Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)  <b>little blue heron</b>		
Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):  <b>small mammal burrows, no gopher tortoise burrows, and no tracks observed.</b>				
Additional relevant factors:				
Assessment conducted by: <b>Palmer Biological Services</b>		Assessment date(s): <b>07/29/22</b>		

**UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART II - IMPACT**  
 Form 62-345.900(2), F.A.C. (See Sections 62-345.500 and 600, F.A.C.)

Site/Project Name: <b>478 River Drive - DeBary</b>		Application Number: -	Assessment Area Name or Number: <b>Wetland A</b>
Impact or Mitigation: <b>Impact</b>		Assessment Conducted by: <b>Palmer Biological Services</b>	Assessment Date: <b>07/29/22</b>

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

Enter Notes below (do NOT score each subcategory individually)

500(6)(a) Location and Landscape Support			a. Quality and quantity of habitat support outside of AA. b. Invasive plant species in proximity to AA. c. Wildlife access to and from AA (proximity and barriers). d. Downstream benefits provided to fish and wildlife. e. Adverse impacts to wildlife in AA from land uses outside of AA. f. Hydrologic impediments and flow restrictions. g. Dependency of downstream habitats on quantity or quality of discharges. h. Protection of wetland functions provided by uplands (upland AAs only).
Current	With Impact		Additional Notes: ..... ..... .....
8	0		

500(6)(b) Water Environment (n/a for uplands)			a. Appropriateness of water levels and flows. b. Reliability of water level indicators. c. Appropriateness of soil moisture. d. Flow rates (points of discharge). e. Flow rates (frequency/velocity). f. Appropriate vegetative and/or benthic zonation. g. Hydrologic stress on vegetation. h. Use by animals with hydrologic requirements. i. Plant community composition associated with water quality (i.e., plants tolerant of poor WQ). j. Water quality of standing water by observation (i.e., discoloration, turbidity). k. Water quality data for the type of community. l. Water depth, wave energy, and currents.
Current	With Impact		Additional Notes: ..... ..... .....
7	0		

500(6)(c) Community Structure			I. Appropriate/desirable species II. Invasive/exotic plant species III. Regeneration/recruitment IV. Age, size distribution. V. Snags, dens, cavity, etc. VI. Plants' condition. VII. Land management practices. VIII. Topographic features (refugia, channels, hummocks). IX. Submerged vegetation (only score if present). X. Upland assessment area
Current	With Impact		Additional Notes: ..... ..... .....
5	0		

Raw Score = Sum of above scores/30 (if uplands, divide by 20)		Impact Acres = <b>0.10</b>
Current	With Impact	Functional Loss (FL) (For Impact Assessment Areas): FL = ID x Impact Acres = <b>0.067</b>
<b>0.666667</b>	<b>0</b>	

Impact Delta (ID)	
Current - w/impact	<b>0.6666667</b>

NOTE: If impact is proposed to be mitigated at a mitigation bank that was assessed using UMAM, then the credits required for mitigation is equal to Functional Loss (FL). If impact mitigation is proposed at a mitigation bank that was not assessed using UMAM, then UMAM cannot be used to assess impacts; use the assessment method of the mitigation bank.



Sec. 18-252. - Appeal from action of city.

If the city determines that it may not issue a permit to the applicant under the provisions of this article, without specific authorization from city council, or under the provisions of section 18-246 relating to incomplete applications or applications not accompanied by the required fee, the city shall notify the applicant by hand delivery or by certified mail of the city's intention to deny the permit. Such notice shall include a copy of this article and the reason(s) for the denial of the permit. The applicant shall have the right to appeal the city's determination to deny the permit to the city council by filing with the city clerk a notice of appeal within ten days of receipt by applicant of notice of intent to deny. If an applicant appeals a determination by the city to deny a permit based on failure to submit a properly completed application or for failure to submit the required fee, city council, within 15 days of such appeal, shall hold a public hearing to determine whether such application is sufficiently complete to comply with the requirements of section 18-246 and/or the required fee was submitted with such application. If city council determines that such application is sufficiently complete to comply with the requirements of section 18-246, and the required fee was submitted therewith, city council shall direct the city to process such application. If city council shall determine that such application is not sufficiently complete to comply with the requirements of section 18-246, or that the required fee was not submitted therewith, city council shall direct the city to issue a notice of final denial of such application for permit. Provided, however, if city council finds that the defects in the application or the failure to pay the required fee were the result of excusable neglect or inadvertence on the part of the applicant. City council may grant the applicant a specific time period in which to submit a properly completed application and/or submit the required fee.

If an applicant appeals a determination by the city to deny a permit or a renewal of a permit based on any grounds other than an incomplete application or failure to submit the required fee, city council, within 15 days of such appeal, shall hold a public hearing to determine whether issuance or renewal of the permit would be detrimental to the public health, safety or welfare. In determining whether issuance or renewal of the permit would be detrimental to the public health, safety or welfare. City council shall consider whether the factor(s) which caused the city to not issue a permit without specific authorization from city council are related to the bingo operation or bingo involvement by the applicant or an interested party thereof for which a permit application is made or the involvement with or operation by the applicant or an interested party thereof of any other bingo operation and if such factor(s) evidence a disregard for the health, safety or welfare of such applicant's or permittee's patrons, charities or employees, or of persons residing or doing business nearby, or a disregard for or violation of the financial constraints of this article or of state law by either the charity or the for profit bingo organization. If city council determines that a factor which caused the city not to issue a permit without specific authorization from city council is related to the use or operation or involvement by the applicant or an interested party thereof of the bingo hall for which a permit application is made or the use or operation by the applicant or an interested party thereof of any other bingo hall and that such factor evidences a disregard for the health, safety or welfare of such bingo hall's patrons, charities, or employees, or of persons residing or doing business nearby, or a disregard for or violation of the financial constraints of this article or of state law by either the charity or the for profit bingo organization. City council shall direct the city to issue a notice of final denial of such application for permit or renewal of permit. In the event an application or renewal is finally denied, applicant shall have the right to appeal such denial to the court having jurisdiction of such matters under the constitution and laws of the state of florida. If the city council determines that none of the factors which caused the city not to issue a permit or renewal without specific authorization from city council is related both to the use or operation or involvement, by the applicant or an interested party thereof, of the bingo hall for which a permit application is made or the use or operation by the applicant or an interested party thereof of any other establishment and that such factor does not evidence a disregard for the health, safety or welfare of such bingo hall's patrons or employees, or of persons residing or doing business nearby, or a disregard for or violation of the financial constraints of this article or of state law by either the charity or the for profit bingo organization, city council shall direct the city to issue a permit to such applicant forthwith.

(Ord. No. 19-97, § 12, 11-5-97)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**Archived:** Tuesday, November 8, 2022 14:43:10

**From:** Steve W

**Sent:** Friday, November 4, 2022 10:41:47

**To:** Steven Bapp; Mwelborn75@hotmail.com; Carmen Rosamonda

**Cc:** Richard Villasenor; Joseph Barker; ardaman@fishbacklaw.com; Merylene Thomas

**Subject:** Re: Determination of wetland mitigation, 478 River Drive, DeBary FL

**Importance:** Normal

---

Please add us to the November 16th council meeting to go through the appeal process.

Steven Welborn  
4074160135

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---

**From:** Steve W <steve272@hotmail.com>

**Sent:** Friday, November 4, 2022 8:42:30 AM

**To:** Steven Bapp <SBapp@DeBary.org>; Mwelborn75@hotmail.com <Mwelborn75@hotmail.com>; Carmen Rosamonda <CRosamonda@DeBary.org>

**Cc:** Richard Villasenor <RVillasenor@DeBary.org>; Joseph Barker <JBarker@DeBary.org>; ardaman@fishbacklaw.com <ardaman@fishbacklaw.com>

**Subject:** Re: Determination of wetland mitigation, 478 River Drive, DeBary FL

Hi Carmen,

Something else to mention is that when we received the violation, it was for violating a tree ordinance. At that time, there was no wetland identified on the property in the area since wetlands were not identified until after the wetland delineation was done and historically the property was showing no wetlands in that area.

You are saying we disturbed wetlands when there were no wetlands identified on the area of our property at the time of the work to be disturbed.

Steven Welborn  
[4074160135](tel:4074160135)

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---

**From:** Steve W <steve272@hotmail.com>

**Sent:** Thursday, November 3, 2022 5:56:24 PM

**To:** Steven Bapp <SBapp@DeBary.org>; Mwelborn75@hotmail.com <Mwelborn75@hotmail.com>; Carmen Rosamonda <CRosamonda@DeBary.org>

**Cc:** Richard Villasenor <RVillasenor@DeBary.org>; Joseph Barker <JBarker@DeBary.org>; ardaman@fishbacklaw.com <ardaman@fishbacklaw.com>

**Subject:** Re: Determination of wetland mitigation, 478 River Drive, DeBary FL

Carmen,

The statement that you made over the phone that we have to pay mitigation as well as a reply to me saying we would like to look into the possibility of restoration does not make legal sense. If we pay mitigation, the restoration would not be recognized as restoration since mitigation marks the area as non wetland anyways. Both options would mark the area as non wetland because restoring the area to a level based off historical elevations on the state/county records shown in the following website would remove the wetland marking in such if we were to have another delineation done after that, wetland would not exist.

[//Volusiacountyfl.maps.Arcgis.com/apps/webappviewer/index.html](https://Volusiacountyfl.maps.Arcgis.com/apps/webappviewer/index.html)

This is clearly a means to inflict punishment for the contractor that performed the tree removal who told us the small trees would not require a permit which turned out to be a lie. You and everyone at the city are lying by stating we intentionally performed unpermitted work. God and Jesus knows the truth behind your lies.

So now instead of the tree company lying to us, you are. It seems we cannot get away from the lies. More proof is that Bechtol Engineering identified the area to be a sandy loam composition which inquiries with other biological Engineers state that would not be considered wetlands of any kind.

Why don't you outline the process of restoring to see how much different it is than what you told me on the phone saying we would have to pay mitigation even if we chose the restoration route. I would prefer you send the ordinance number along with the ordinance details about how restoration takes place.

Steven Welborn  
4074160135

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---

**From:** Steven Bapp <SBapp@DeBary.org>  
**Sent:** Thursday, November 3, 2022 5:04:22 PM  
**To:** stevew272@hotmail.com <stevew272@hotmail.com>; Mwelborn75@hotmail.com <Mwelborn75@hotmail.com>; Carmen Rosamonda <CRosamonda@DeBary.org>  
**Cc:** Richard Villasenor <RVillasenor@DeBary.org>; Joseph Barker <JBarker@DeBary.org>; ardaman@fishbacklaw.com <ardaman@fishbacklaw.com>  
**Subject:** RE: Determination of wetland mitigation, 478 River Drive, DeBary FL

Also I am attaching the following documents for you:

1. Wetland Report – Palmer Biological Services
2. FDEP Environmental Resource Operational Permit
3. Army Corps of Engineers Permit
4. UNAM Calculations
5. LDC Conflicts Code
6. LDC Mitigations Code
7. LDC Code – Appeal of Action of the City

Steven E. Bapp, AICP  
Growth Management Director  
City of DeBary, Florida  
386-601-0203  
[sbapp@debary.org](mailto:sbapp@debary.org)



§§ PUBLIC RECORDS NOTICE: The City of DeBary is governed by the State of Florida public records law. This means that the information we receive online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. §§

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**From:** Steven Bapp  
**Sent:** Thursday, November 3, 2022 16:20  
**To:** 'stevew272@hotmail.com' <stevew272@hotmail.com>; 'Mwelborn75@hotmail.com' <Mwelborn75@hotmail.com>; Carmen Rosamonda <CRosamonda@DeBary.org>  
**Cc:** Richard Villasenor <RVillasenor@DeBary.org>; Joseph Barker <JBarker@DeBary.org>; 'ardaman@fishbacklaw.com' <ardaman@fishbacklaw.com>  
**Subject:** Determination of wetland mitigation, 478 River Drive, DeBary FL

Mr. and Ms. Welborn

On November 2nd, I met with the City Manager, City Attorney, and City Engineer to review the wetland mitigation for your property at 478 River Drive. After reviewing documentation, the City determined wetlands were disturbed during unpermitted clearing to for a proposed single-family residence. As part of the permitting process, the City Land Development Code requires the mitigation of disturbed wetlands.

These disturbed wetlands appear in the wetland delineation report provided by your environmental consultant – Palmer Biological Services. Permits from the Army Corps of Engineers, and the Florida Department of Environmental Protection also indicate wetlands were disturbed. These permits also provide statements that “authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities”. State law does not appear to limit or restrict Local codes, but does control how mitigation is quantified, namely the State’s UMAM process.

The process to proceed forward to obtain your building permit are:

- reserve the required mitigation credits in the wetland mitigation bank, as indicated in the Uniform Mitigation Assessment Method Summary;
- pay the required credit amount
- provide copy of payment to the City

Without receipt of payment, the City could not approve your single-family building permit.

If you don’t agree with this determination, the LDC provide a process to appeal this decision to the City Council. I’ve attached the language outlining the

process. If you send a letter to our City Manager requesting the appeal to Council, we will schedule you. The next Council meeting is November 16, 2022, then after that December 7, 2022.

Sincerely,

Steven E. Bapp, AICP  
Growth Management Director  
City of DeBary, Florida  
386-601-0203  
[sbapp@debary.org](mailto:sbapp@debary.org)



§§ PUBLIC RECORDS NOTICE: The City of DeBary is governed by the State of Florida public records law. This means that the information we receive online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. §§

§ Under Florida law, E-mail addresses are public records. If you do not want your E-mail address released in response to a public records request, do not send electronic mail to the City of DeBary. Instead, contact this office by phone or in writing. §



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Budget Amendment Resolution 2022-22	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Elizabeth Bauer , Finance Director	
<b>Meeting Hearing Date</b> November 16, 2022	

### REQUEST

Requesting the Mayor and City Council approve Resolution 2022-22 to amend fiscal year 2021-2022 budget.

### PURPOSE

This agenda item is needed at this time to amend the fiscal year 2021-2022 budget based on activity during fiscal year 2021-2022.

### CONSIDERATIONS

- There was a change order on the road improvements for the DeBary Elementary School project approved by City Council on 6/15/22 for \$215,000 to come from reserves.
- Based on the volume of building permits issued, the revenue is being increased by \$400,000 and the related 80% contracted services expense is being adjusted.
- Expense estimates for activities that occurred through 9/30/22 related to Hurricane Ian are being budgeted. Keep in mind, most of the debris related costs for Hurricane Ian occurred in FY 2023 and will be amended into the FY 2023 budget at a later date.

Per Florida statues a fiscal year budget must have final amendments done within 60 days of the fiscal year end. The details can be found on Schedule A which is part of the Resolution.

### RECOMMENDATION

It is recommended that City Council approve Resolution 2022-22 to amend fiscal year 2021-2022 budget.

### ATTACHMENTS

Resolution 2022-22

Schedule A

**RESOLUTION 2022-22**

**A RESOLUTION OF THE CITY OF DEBARY, FLORIDA; AMENDING THE FISCAL YEAR 2021-2022 BUDGET, CHANGING CERTAIN RESERVES, REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.**

**IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** The City Council hereby ratifies and adopts the amendment hereto attached to and made part of this Resolution as Schedule "A" to the City of DeBary's Fiscal Year 2021-2022 Annual Operating Budget.

**SECTION 2.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED BY** the City Council of the City of DeBary, Florida this 16th day of November, 2022.

**APPROVED:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

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**Karen Chasez, Mayor**

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**Annette Hatch, CMC, City Clerk**

City of DeBary  
 Budget Amendment for FY 2022  
 To Council 11/16/2022

**Resolution 2022-22**

**Schedule A**

Description	Account #	Type	Current Budget	Amendment	Ending Budget	
Public Works - Infrastructure	001-4100-541-6300	E	1,034,442	215,000	1,249,442	Elementary road imp CC 6-15-22
Reserves - Unassigned	001-9001-590-9900	E	8,900,813	(215,000)	8,685,813	Elementary road imp CC 6-15-22
Building Permits	001-3200-322-0000	R	900,000	400,000	1,300,000	Amend based on activity
Building Dept - Contracted Svcs	001-2401-524-3110	E	720,000	320,000	1,040,000	80% of permit revenue
Safety & Training - Salaries & Wages	001-2500-525-1200	E	-	40,000	40,000	Hurricane lan
Safety & Training - Overtime	001-2500-525-1400	E	-	15,000	15,000	Hurricane lan
Safety & Training - FICA & Medicare	001-2500-525-2100	E	-	4,200	4,200	Hurricane lan
Safety & Training - Retirement	001-2500-525-2200	E	-	5,500	5,500	Hurricane lan
Safety & Training - Contract Svcs	001-2500-525-3400	E	-	5,000	5,000	Hurricane lan
Safety & Training - Rental Equip	001-2500-525-4430	E	-	30,000	30,000	Hurricane lan
Safety & Training - Maintenance Equip	001-2500-525-4660	E	-	5,000	5,000	Hurricane lan
Safety & Training - Operating Supplies	001-2500-525-5200	E	-	50,000	50,000	Hurricane lan
Reserves - Unassigned	001-9001-590-9900	E	8,685,813	(74,700)	8,611,113	
			20,241,068	-	20,241,068	



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> DeBary Fire Station	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Richard Villaseñor, City Engineer	
<b>Meeting Hearing Date:</b> November 16, 2022	

### **REQUEST**

City staff requests City Council approve purchase of wetland mitigation credits from Farmton Mitigation Bank as recommended by our consultants in the amount of \$52,800.

### **PURPOSE**

The proposed wetland impacts are to be mitigated to satisfy requirements and issue of the St. Johns River Water Management District's permit.

### **CONSIDERATIONS**

1. Only two mitigation banks are available within the project Drainage Basin.
2. The City Council can elect to not follow the formal RFP process.
3. Mitigation banks have set pricing and cannot be adjusted for purposes of a formal procurement process (RFP).
4. For the two available mitigation banks, the Quote process is recommended in lieu of RFP process for reducing the time involved to satisfy this mitigation requirement.
5. Quotes from the two available banks are:
  - a. Farmton Mitigation Bank - \$52,800;
  - b. Colbert Cameron Mitigation Bank - \$71,200
6. Amount of wetland impacts to be mitigated are in coordination with the water management district using the state approved methodology for quantifying the mitigation.

### **COST/FUNDING**

The cost of \$52,800 will be paid from the project budgeted amount as a permitting cost.

### **RECOMMENDATION**

It is recommended that the City Council:

Approve procurement by quote-basis in lieu of formal RFP;



Approve payment of \$52,800 to Farmton Mitigation Bank for project wetland impacts.

**IMPLEMENTATION**

Upon City Council approval, our consultant will arrange for the reservation of mitigation credits with the Farmton Mitigation Bank. Payment will be made directly to Farmton upon receiving a formal invoice satisfactory to Finance.

**ATTACHMENTS**

E-mail correspondence from our project environmental consultant.

## Richard Villasenor

---

**From:** DJ Silverberg <D.Silverberg@gaiconsultants.com>  
**Sent:** Thursday, October 13, 2022 1:38 PM  
**To:** Richard Villasenor  
**Cc:** Marcela Longshore; Tim Ziegler; Steve Cockerham; DJ Silverberg  
**Subject:** RE: Fort Florida Road Fire Station  
**Attachments:** Mitigation Marketing Letter.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning Richard,

I am following up on our telephone conversation this morning.

While the project site falls within the "Service Area" of at least 8 mitigation banks (TM-Econ, Farmton, Lake Monroe, Barberville, Lake X Ranch, East Central Florida, Colbert Cameron, and Wekiva River), several of these banks no longer have credits for sale or are set up as single-entity banks (e.g., FDOT only).

Further, it is recommended that a bank located in the same Drainage Basin as the impact be selected so that there are no concerns for potentially adverse cumulative impacts that may arise from utilizing a bank that is located in a different drainage basin than the impacts.

Given that recommendation, there are only two mitigation banks with credits for sale that are located in the same Drainage Basin (St. Johns River (Canaveral Marshes to Wekiva)) as the project. Those mitigation banks are Colbert Cameron and Farmton.

- The Farmton Mitigation Bank is set up as a bank utilizing the Unified Mitigation Assessment Method (UMAM) and credits at the bank are selling for \$120,000 / credit for State-only impacts. With a UMAM score of 0.44, the mitigation from the Farmton Mitigation Bank would cost **\$52,800**.
- The Colbert Cameron Mitigation Bank is set up as a bank utilizing an older Ratio Method whereas a different ratio of credits is required based on the type of wetland being impacted and the quality of the wetland being impacted. That ratio is then multiplied by the acreage of the impact to arrive at the price. State-only credits at the Colbert Cameron Mitigation Bank are selling for \$40,000 / credit.

In the case of the fire station, the project will directly impact 0.78 acre of wetland, and have secondary impacts on an additional 0.22 acre. The direct impacts would be assessed at a 2:1 ratio, so the direct impacts would require the purchase of 1.56 credits, while the secondary impacts may be assessed at a 0.5: 1 up to a 1:1 ratio (an additional 0.11 to 0.22 credit). Total credit purchase would be 1.67 credits to 1.78 credits, or a cost of between **\$66, 800** and **\$71,200**.

I have attached an e-mail from the mitigation broker that represents both the Colbert Cameron Mitigation Bank and the Farmton Mitigation Bank that confirms the information detailed above.

*DJ*

**Don J. Silverberg, M.S., Sr. PWS, GTA**

**D** 321.319.3077 **M** 407.375.4822

## DJ Silverberg

---

**From:** Alex Preisser <Alex@mitigationmarketing.com>  
**Sent:** Thursday, October 13, 2022 12:58 PM  
**To:** DJ Silverberg  
**Subject:** Debary Fire Station - Basin 18

**EXERCISE CAUTION: This is an External Email Message!**

*\*\*Think before clicking on links, opening attachments, or responding\*\**

Hey DJ –

Thanks for the call this morning! I've got two quotes for you from both Colbert Cameron MB and Farmton MB for the Debary Fire Station project.

Colbert Cameron Mit Bank  
0.78 acres direct impact = 1.56 state credits  
0.22 acres secondary impact = .22 state credits  
1.78 total state ratio credits = \$71,200

Farmton Mit Bank  
0.44 state UMAM credits = \$52,800

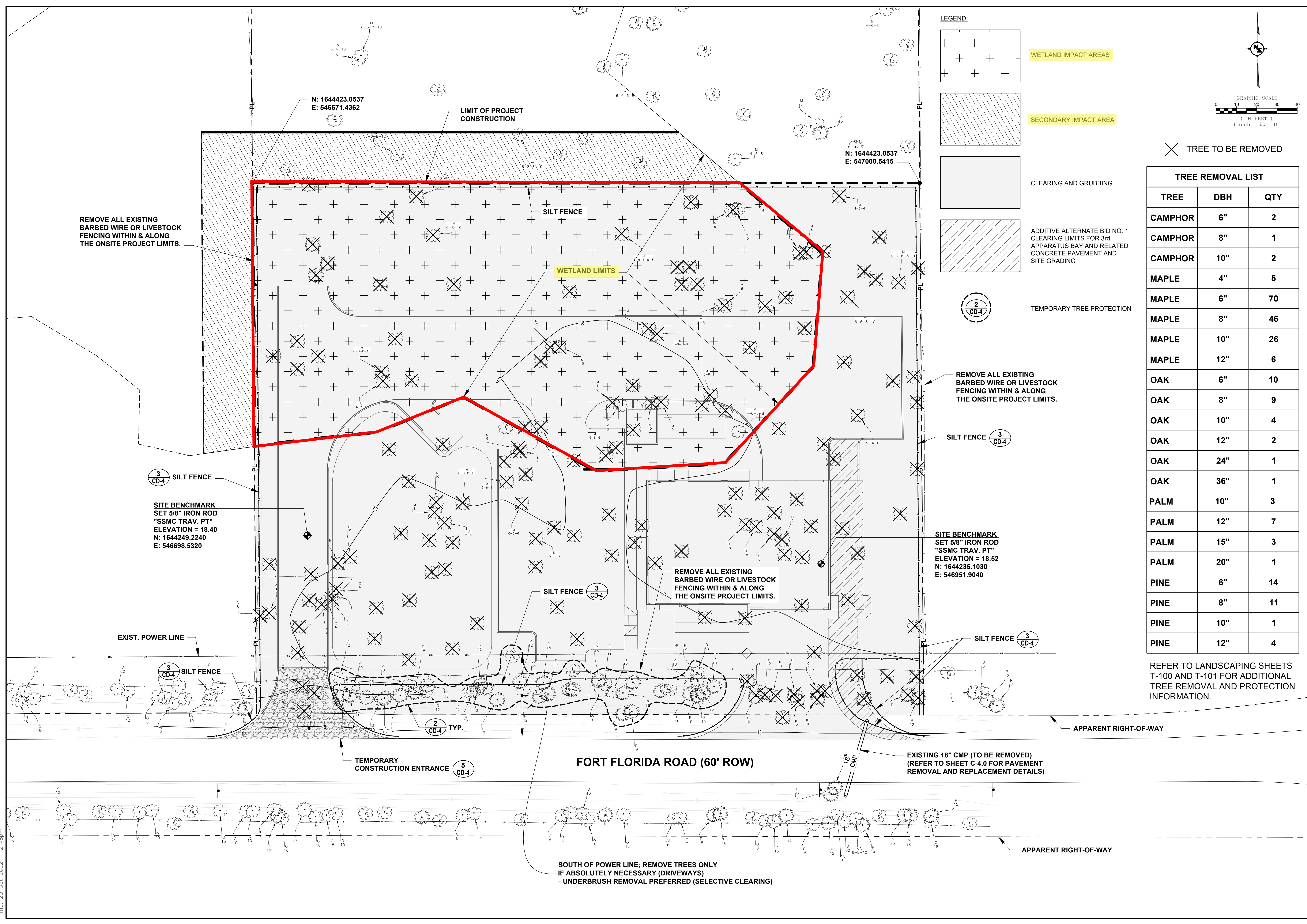
As you can see, Farmton Mit Bank will be the least expensive of the two banks based on the permitted methodology.

Let me know if you need any additional info.

Thanks!  
Alex

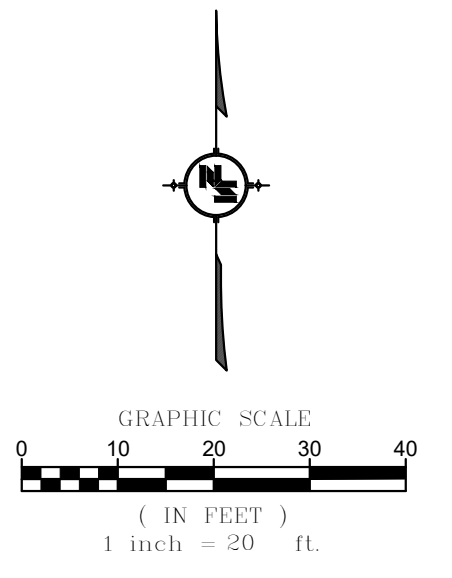
Alexis (Alex) M. Preisser  
Mitigation Marketing  
Phone: 407-481-0677  
Cell: 407-718-1780  
@mitigationmarketing  
[www.mitigationmarketing.com](http://www.mitigationmarketing.com)  
*Providing Mitigation Solutions Throughout Florida*

Y:\Projects\0015000\0016000\16293 City of Debary - Continuing Contract\NS16293.001 - Florida Rd. Fire Station\Drawings\C2\_Demo\_Erosion.dwg  
 Thu, 20 Oct 2022 - 2:48pm



**LEGEND:**

- WETLAND IMPACT AREAS
- SECONDARY IMPACT AREA
- CLEARING AND GRUBBING
- 2  
CD-4 TEMPORARY TREE PROTECTION
- ADDITIVE ALTERNATE BID NO. 1 CLEARING LIMITS FOR 3rd APPARATUS BAY AND RELATED CONCRETE PAVEMENT AND SITE GRADING

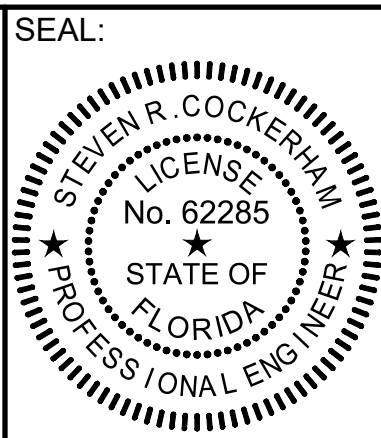


✕ TREE TO BE REMOVED

**TREE REMOVAL LIST**

TREE	DBH	QTY
CAMPHOR	6"	2
CAMPHOR	8"	1
CAMPHOR	10"	2
MAPLE	4"	5
MAPLE	6"	70
MAPLE	8"	46
MAPLE	10"	26
MAPLE	12"	6
OAK	6"	10
OAK	8"	9
OAK	10"	4
OAK	12"	2
OAK	24"	1
OAK	36"	1
PALM	10"	3
PALM	12"	7
PALM	15"	3
PALM	20"	1
PINE	6"	14
PINE	8"	11
PINE	10"	1
PINE	12"	4

REFER TO LANDSCAPING SHEETS T-100 AND T-101 FOR ADDITIONAL TREE REMOVAL AND PROTECTION INFORMATION.



NO.	DATE	DR.	JDF	REVISION	CHK.	SRC	APVD.	BY	APVD.

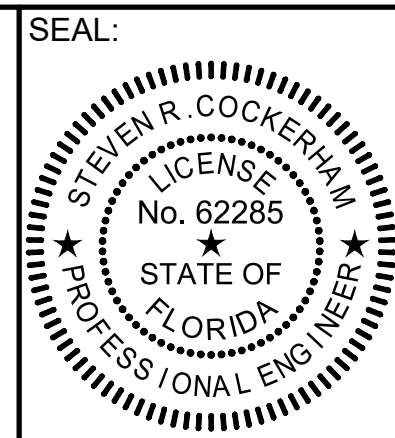
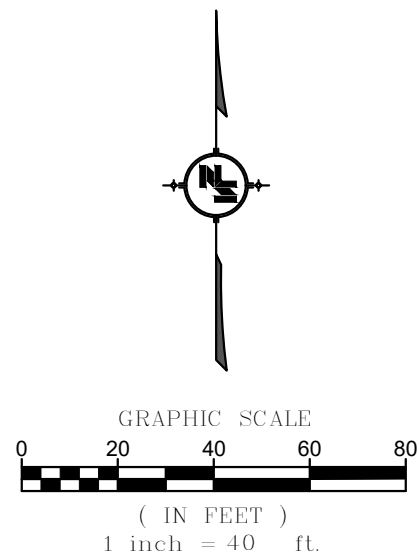
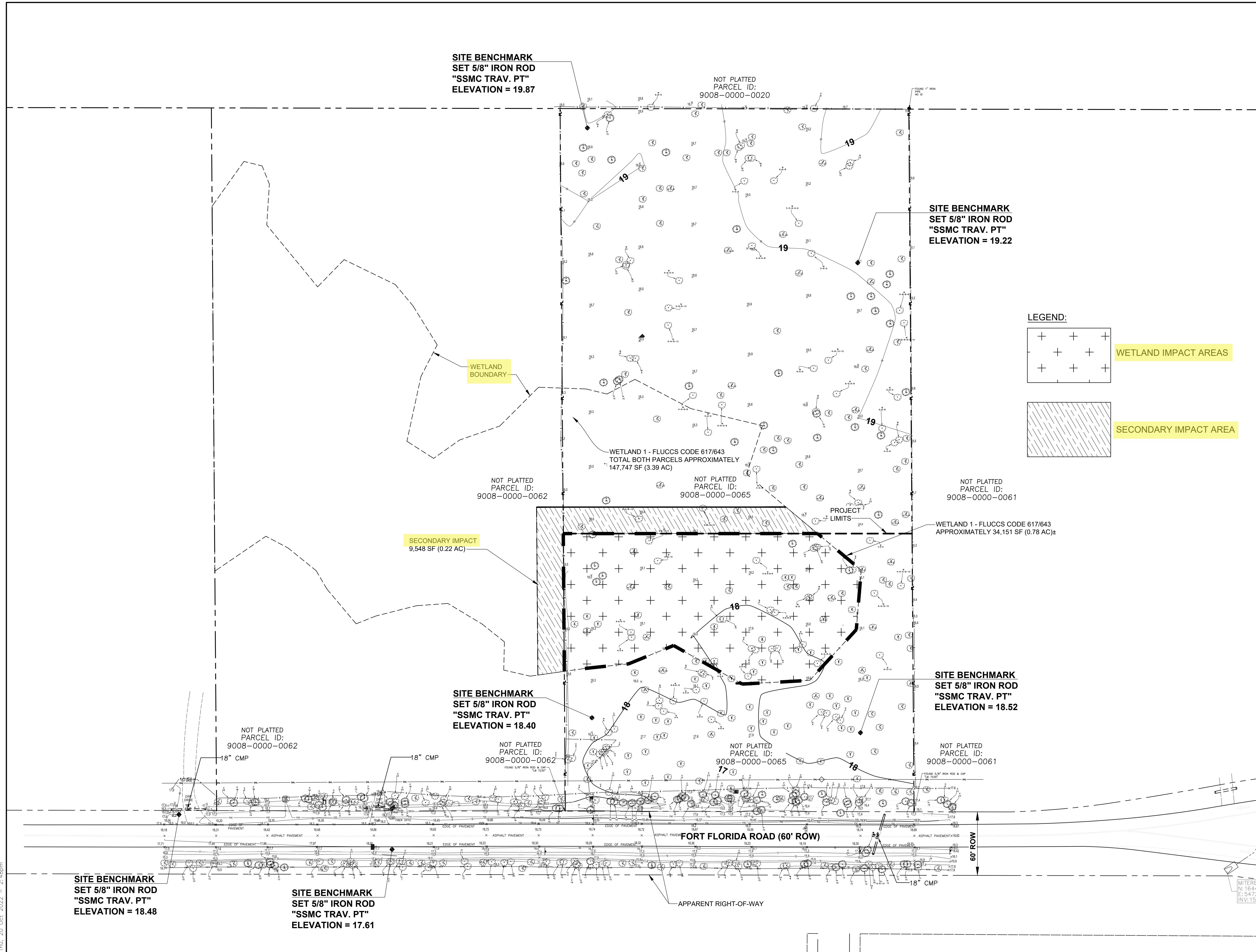
**CITY OF DEBARY FIRE STATION NO. 39**  
  
**DEMOLITION & EROSION CONTROL PLAN**

**NEEL-SCHAFFER**  
*Solutions you can build upon*  
 2301 Lucien Way, Suite 300  
 Maitland, Florida 32751  
 PH: (407) 647-6623  
 www.neel-schaffer.com  
 CA8556

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	SEPTEMBER 2022
PROJ.	NS.16293.001
DWG.	<b>C-2</b>

SOUTH OF POWER LINE: REMOVE TREES ONLY  
 IF ABSOLUTELY NECESSARY (DRIVEWAYS)  
 - UNDERBRUSH REMOVAL PREFERRED (SELECTIVE CLEARING)

Y:\Projects\0016000\0016000\16293 City of Debary -Continuing Contract\NS16293.001 - Florida Rd. Fire Station\Drawings\CI\_Exist\_Conditions.dwg  
Thu, 20 Oct 2022 - 2:48pm



NO.	DATE	DR.	JDF	REVISION	CHK.	SRC	APVD.

**LEGEND:**

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+ + +  
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WETLAND IMPACT AREAS

SECONDARY IMPACT AREA

CITY OF DEBARY FIRE STATION NO. 39

EXISTING SITE CONDITIONS

**NEEL-SCHAFFER**  
*Solutions you can build upon*

2301 Lucien Way, Suite 300  
Maitland, Florida 32751  
PH: (407) 647-6823  
www.neel-schaffer.com  
CA8556

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	SEPTEMBER 2022
PROJ.	NS.16293.001
DWG.	<b>C-1</b>



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Digitizing and storage of records	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> November 16, 2022	

**REQUEST**

Authorize the expenditure with Stevens and Stevens in the amount not to exceed \$65,000 for the purpose of performing digitizing services and storage of records for FY2022-2023.

**PURPOSE**

To properly store records in an offsite facility. To digitize records that meet criteria to reduce paper records.

**CONSIDERATIONS**

Stevens and Stevens was approved by City Council on 12-4-2019 for digitizing of records. The City can continue to piggyback on State contract pricing. This is a multi-year project to complete the digital conversion of qualifying documents. To keep costs down, each year will be allocating budget to perform the digitization.

**COST/FUNDING**

This item is included in the FY 2022-2023 Annual Budget.

**RECOMMENDATION**

Approve expenditure of budgeted funds with Stevens and Stevens in the amount not to exceed \$65,000.

**IMPLEMENTATION**

Continue services on-going throughout the fiscal year.

**ATTACHMENTS**

Stevens and Stevens renewed five-year State Contract



**AMENDMENT NO.: 1**  
Contract Renewal  
Contract No.: 78131804-17-01  
Contract Name: Document Management Services

**This Amendment** ("Amendment"), effective as of August 22, 2021, to the Document Management Services Contract No. 78131804-17-01 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Stevens and Stevens Business Records Management, Inc., ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS** on August 22, 2016, the Department entered into the above referenced Contract with Stevens and Stevens Business Records Management, Inc., for the provisions of Document Management Services; and,

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in the Amendments section of the Contract; and,

**WHEREAS** the Parties agree to renew the Contract as provided in the Renewal Term(s) section of the Contract; and

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Amendment.**

**a.** Contract Exhibit B, General Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Special Contract Conditions, which is incorporated into the Contract by reference herein. Any and all references in the Contract to the General Contract Conditions shall, upon the amendment effective date, be a reference to the attached and incorporated Exhibit B, Special Contract Conditions.

**b.** Contract Exhibit B, Special Contract Conditions, incorporated above, Section 13.2, E-Verify, is hereby deleted and replaced in its entirety as follows:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the EVerify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section



**AMENDMENT NO.: 1**  
Contract Renewal  
Contract No.: 78131804-17-01  
Contract Name: Document Management Services

448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

c. Contract Exhibit C, Special Contract Conditions, is hereby deleted in its entirety.

d. Contract Exhibit E, Price Sheet is hereby deleted and replaced in its entirety with the attached Exhibit E, Price Sheet which is incorporated into the Contract by reference herein.

**II. Contract Renewal.** Pursuant to the Renewal Term(s) section of Contract, Contract No. 78131804-17-01 is renewed for a period of five years with a new Contract expiration date of August 21, 2026, under the same terms and conditions, except as amended herein.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida**  
**Department of Management Services**

DocuSigned by:  
**By:** Rosy Ingram  
9A2F66BC850246E

**Name:** Rosalyn Ingram  
**Title:** Director of State Purchasing  
**Date:** 2/24/2021 | 2:47 PM EST

**Contractor**  
**Stevens and Stevens Business Records**  
**Management, Inc.**

DocuSigned by:  
**By:** Chris Parker  
8C4023040F324FA

**Name:** Chris Parker  
**Title:** Vice President of Operations  
**Date:** 2/23/2021 | 10:14 AM EST



# EXHIBIT B

## SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.



#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;



- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Exhibit E  
Price Sheet

Region No. 3 - Central FL					
Contractor Name: STEVENS & STEVENS BUSINESS RECORDS MANAGEMENT, INC.					
Category No.	Service Category	Line No.	Service Type	Unit of Measure	Renewal Term Service Price
1	Physical Storage	a.	Storage-General Records	per cubic foot per month	\$ 0.125
		b.	Storage-Sensitive Records	per cubic foot per month	\$ 0.125
		c.	Electronic Media Storage	per carton per month	\$ 1.500
		d.	Secure Microfilm Storage	per carton per month	\$ 1.500
		e.	Standard Carton/Box (1.2 cubic feet)	per carton	\$ 1.500
		f.	Acid Free Carton (1.2 cubic feet)	per carton	\$ 10.000
2	Receiving, Entry, Retrieval and Refile of Records (Includes On-Site Pick-Up and Review)	a.	Barcode, Label, and Index (Receiving and Entry)	per carton	\$ 1.250
		b.	Regular Retrieval/Refile	per carton	\$ 1.250
		c.	Next Day Retrieval/Refile	per carton	\$ 1.250
		d.	Same Day Retrieval/Refile	per carton	\$ 1.250
		e.	After-Hours or Holiday Retrieval/Refile	per carton	\$ 2.000
		f.	Permanent Removal/Withdrawal	per carton	\$ 2.000
3	Record Destruction	a.	Destruction - Certified Shredding	per cubic foot	\$ 1.500
		b.	Physical Destruction (CD/DVD, Film, etc.)	per item	\$ 0.500
4	Transportation	a.	Regular Pick-Up/Delivery	per trip	\$ 13.000
		b.	Next Day Pick-Up/Delivery	per trip	\$ 15.000
		c.	Same Day Pick-Up/Delivery	per trip	\$ 30.000
		d.	After-Hours or Holiday Pick-Up/Delivery	per trip	\$ 75.000
		e.	Transportation Handling Fee (Transport exceeds 100 cubic feet of material)	per trip	\$ 40.000
		f.	Out of Area Transportation Service Fee (Transport exceeds a 50 mile radius)	per trip	\$ 40.000
5	General Services	a.	Scanning - 300 DPI Grayscale or Color	per page	\$ 0.080
		b.	Scanning - Large Documents (Greater than 8.5" x 14")	per page	\$ 1.000
		c.	Photocopy Services Fee	per page	\$ 0.100
		d.	Facsimile Services Fee	per page	\$ 0.250
		e.	Email Services Fee	per email	\$ 0.250



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Resolution No. 2022-21 Affirmation of Declaration of State of General Emergency	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Carmen Rosamonda, City Manager	<input checked="" type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> November 16, 2022	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

### **REQUEST**

Request City Council affirm Resolution No. 2022-21 Declaration of State of General Emergency due to Subtropical Storm Nicole.

### **PURPOSE**

Affirm Resolution No. 2022-21 Declaration of State of General Emergency signed by Mayor Chasez on November 8, 2022.

### **CONSIDERATIONS**

As Subtropical Storm Nicole was approaching, the State of Florida declared a state of emergency on November 7, 2022, and Volusia County declared a state of local emergency on November 7, 2022.

### **COST/FUNDING**

N/A

### **RECOMMENDATION**

It is recommended that the City Council: Affirm Resolution No. 2022-2118 Declaration of State of General Emergency.

### **ATTACHMENTS**

Resolution 2022-21

**RESOLUTION NO. 2022-21**

**A RESOLUTION OF THE DEBARY CITY COUNCIL PROVIDING FOR DECLARATION OF STATE OF GENERAL EMERGENCY WITH REGARD TO SUBTROPICAL STORM NICOLE; PROVIDING FOR EMERGENCY AUTHORIZATIONS AND POWERS FOR THE CITY AND CITY MANAGER; PROVIDING FOR DURATION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of DeBary (“City”) has been informed by its emergency management staff of the imminent threat posed by Subtropical Storm Nicole; and

**WHEREAS**, Subtropical Storm Nicole is expected to develop into a hurricane prior to landfall in or about the Florida peninsula and has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of the City and visitors, including real and personal property located within the City and surrounding local areas; and,

**WHEREAS**, by executing this Resolution, the Mayor, identified as the Emergency Authorization Official pursuant to § 26-51 of the City Code hereby declares a state of emergency in accordance with Chapter 26, Article III of the City Code and Part I of Chapter 252, Florida Statutes; and

**WHEREAS**, it is anticipated that the City Council will duly meet, ratify, and execute this Resolution as soon as practicable.

**NOW, THEREFORE**, pursuant to Chapter 26, Article III of the City Code, and Chapter 252, Florida Statutes, the City Council finds and declares:

1. The above recitals are true and correct and are hereby incorporated into this Resolution.
2. A State of General Emergency hereby exists in the City, effective for seven (7) days beginning at 8:00am\_ this 8<sup>th</sup> day of November 2022, and may be extended, as necessary, in 7-day increments.
3. The City and City Manager are vested with all emergency powers and authority described in Chapter 26, Article III of the City’s Code of Ordinances, Chapter 252, Florida Statutes, and all other applicable provisions of the City Code, Florida Statutes, and other law, including but not limited to the following:
  - a) To implement emergency plans and procedures and take such other prompt and necessary action to save lives and protect property, including but not limited to, the authority to compel and direct timely local evacuation, if necessary.

- b) Pursuant to the established "comprehensive emergency operations plan" (CEOP) of the City, declare that the CEOP is in effect, as appropriate.
  - c) To obligate emergency expenditures for payment from the emergency reserve fund when such action is necessary to preserve public safety, health, and welfare. All such transfers and obligations must be reported to the City council at the first opportunity following such action but no later than 30 days after such occurrence.
  - d) To automatically initiate execution of the CEOP.
  - e) To exercise, on behalf of the City, any of the powers described in § 252.38(3)(a), Florida Statutes.
  - f) To determine a threat to public health and safety that may result from the generation of widespread debris throughout the City, that such debris constitutes a hazardous environment for all modes of movement and transportation of the residents as well as emergency aid and relief services, endangerment to all properties in the City, an environment conducive to breeding disease and vermin, and greatly increased risk of fire, and that it is in the public interest to collect and remove disaster debris from all property whether public lands, public or private roads, and gated communities to eliminate an immediate threat to life, public health and safety to reduce the threat of additional damage to improved property and to promote economic recovery of the community at large.
  - g) To authorize the City or its contracted agent(s) right of access to private roads or gated communities as needed by emergency vehicles such as, but not limited to, police, fire, medical care, debris removal, and sanitation to alleviate immediate threats to public health and safety.
  - h) To suspend the procurement requirements under article IV of Chapter 2 of the City's Code of Ordinances and make emergency purchases as deemed necessary to mitigate and counteract the ill effects of a declared emergency.
  - i) To execute contracts with third parties and other governmental agencies as deemed necessary to mitigate and counteract the ill effects of a declared emergency. Any emergency contracts so executed shall be limited to the purpose of mitigating or otherwise managing the emergency declared and shall not obligate the City to the purchase of products or services beyond the timeframe of such emergency.
4. The City Manager or his/her designee, to the extent permitted by law, is hereby further empowered, authorized, and directed to exercise, on behalf of the City Council and City, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, and any other powers permitted or allowed pursuant to state law, including, but not limited to, the powers to:


- a) Direct and compel evacuation of all or part of the population from stricken or threatened areas within the City, if such action is deemed necessary to reduce the vulnerability of people in communities of the City to damage, injury, and loss of life and property resulting from the imminent threat;
  - b) Impose a curfew as may be determined necessary, provided that any such curfew allows persons to travel during curfew to their respective places of employment to report for work and to return to their residences after their work has concluded.
  - c) Waive the procedures and formalities otherwise required of the City by law pertaining to:
    - i. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
    - ii. Entering into contracts.
    - iii. Incurring obligations.
    - iv. Employment of permanent and temporary workers.
    - v. Utilization of volunteer workers.
    - vi. Rental of equipment.
    - vii. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
    - viii. Appropriation and expenditure of public funds.
  - d) Any actions taken by the City Manager or the City pursuant to §§ 252.31-252.90, Florida Statutes, including all orders and rules made pursuant thereto, must be taken or made with due consideration of the orders, rules, actions, recommendations, and requests of federal authorities relevant thereto and, to the extent permitted by law, must be consistent with such orders, rules, actions, recommendations, and requests.
5. If any part or provision of this Resolution is declared or determined invalid or inconsistent with state law by a court of competent jurisdiction, the remaining provisions of this Resolution shall remain in effect to the extent practicable given the removal of the invalid or inconsistent provision.
  6. This Resolution will be transmitted to the Florida Division of Emergency Management upon adoption.
  7. Pursuant to § 252.46(2), Florida Statutes, this Resolution must be filed with the office of the City Clerk within three (3) days of the Resolution's adoption.
  8. Pursuant to § 252.46(3), Florida Statutes, a copy of this Resolution will be made available on a dedicated web page accessible through a conspicuous link on the City's homepage. Such dedicated web page must identify any and all emergency ordinances, declarations, and other orders currently in effect for the City of

DeBary. City staff is further directed to provide the link to such dedicated web page to the Florida Division of Emergency Management.

9. By executing this Resolution, the Mayor hereby declares a state of emergency as the City's Emergency Authorization Official in accordance with Chapter 26, Article III of the City Code and Chapter 252, Florida Statutes, notwithstanding that the City Council might not yet have executed or ratified the Resolution.

ADOPTED THIS  9<sup>th</sup>  DAY OF NOVEMBER 2022.

CITY COUNCIL  
CITY OF DeBARY, FLORIDA

  
Karen Chasez, Mayor  
Emergency Authorization Official

Attest:

  
Annette Hatch, City Clerk

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