



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 5, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Don Jagers, Life Point Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Student of the Month - February.
2. Employee Years of Service Award.
3. Presentation re Music Festival Update.
4. Community Development Block Grant Public Presentation for FY 2024-2025.

CONSENT AGENDA

1. Resolution Approving Local Historic Designation for 228 West Howry Avenue.

This property is located within the Downtown Support District and Historic Design District. The applicant is seeking approval to be added to the City of DeLand Historic Local Registry, nomination by the Property Owner.
2. Resolution Approving the Delegation of Authority to the City Manager or, by Delegation to the Fire Chief, to Approve Agreements with other Fire Departments and Public Agencies.

Resolution delegating authority to the Fire Chief to execute agreements with other fire departments and public agencies for joint response, training, etc.
3. Resolution Approving Sole Source Purchase for DeLand Wiley M. Nash River Booster Station.

It is recommended that the City Commission approve the Sole Source Resolution and allow for the quoted purchase of the River Booster Pump Station Skid and shipping at a cost of \$91,826.
4. Resolution Approving FDOT Public Transportation Grant Award 454340-1-94-01 for Airport T-hangar Electrical Improvements Design Project.

Staff recommends that the City Commission approve the resolution and PTGA (Public Transportation Grant Agreement).
5. Consideration re Utility Service Agreement and Fair Share Agreement for The Oaks at DeLeon Springs Subdivision.

Staff recommends that the City Commission approve the Utility Service Agreement and Fair Share Agreement for the Oaks at Deleon Springs subdivision.

6. Consideration re Collective Bargaining Agreement with the International Union of Police Association (IUPA) for Fiscal Year 2023-2024.

Collective Bargaining Agreement with the Police IUPA for FY 2023-2024.

7. Consideration re Grant of Easement to Duke Energy, Located at 110 East Church Street.

Staff recommends that the City Commission approve the easement granting Duke Energy the right to install new switch gear at 110 East Church Street.

8. Consideration re Georgia Avenue Stormwater Improvements, Amendment # 1 to CPH Task Order No. 9, Post Design Services.

Staff recommends that the City Commission approve CPH Amendment # 1 to Task Assignment No. 9 which includes Post Design Services, in the total amount of \$8,770.00.

9. Consideration re Authorization of Professional Services – 2024 Water Main Improvements Design Change Order No. 1.

Staff recommends the City Commission authorize Atkins North America, Inc. to perform professional services outlined in Change Order No. 1 for the total amount of \$49,658.41.

10. Consideration re Ground Lease Termination, Daytona Airport Hangars, Inc.

Staff recommends that the City Commission approve the termination of the Ground Lease Agreement with Daytona Airport Hangars, Inc.

11. Consideration re City of DeLand Vulnerability Assessment/Adaptation Plan, Resilient Florida Planning Project Cooperative Purchasing Agreement by Halff Associates, Inc.

Staff recommends that the City Commission approve the Halff Consulting contract which includes Resilient Florida Planning for vulnerability assessment development support, in the total amount of \$185,000.00. This contract is being procured as a "piggyback" procurement based upon a procurement done by the City of Edgewater.

12. Consideration re CPH Agreement for Professional Services, Task Assignment No. 25 for Spec Martin Stadium Drainage Improvements

Staff recommends that the City Commission approve CPH Task Assignment No. 25 which includes architectural and engineering services, in the total amount of \$104,847.00.

13. Consideration re Award of Bid for Mid-Section of Taxiway A Rehabilitation.

Staff recommends that the City Commission award the Mid-Section Taxiway A Rehabilitation Construction Project to Halifax Paving, Inc in the amount of \$244,807.95.

14. Consideration re Task Order Assignment, Residuals Dewatering System Improvements Design, Permitting and CMAR Assistance Services.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design, permitting, CMAR and funding assistance services for the Biosolids Dewatering System Improvements project.

15. Consideration re Utility Service Agreement and Fair Share Agreement for Pointe Grand Apartments.

Staff recommends that the City Commission approve the attached Utility Service Agreement and Fair Share Agreement for the Pointe Grand Apartments.

16. Consideration re Gateway Grant Request for 228 West Howry Avenue.

The owner of the property located at 228 West Howry Avenue has applied for a \$5,000 Gateway Grant for exterior stucco repair and painting of the building. Staff recommends that the City Commission approve the Gateway Grant request for \$5,000 conditioned upon the first floor being actively in commercial use.

17. Consideration re Addenda's to Consultant's Continuing Contracts.

Amendment to standard language in consultant contracts.

18. Consideration re Stormwater Fee Study.

Consideration of the stormwater fee study proposal by Willdan Financial Services.

19. Consideration re Consumption of Alcoholic Beverages on City Property for the Fat Tuesday Event.

Approval for Consumption Alcoholic Beverages on City Property for Fat Tuesday Event at Parking Lot #6.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-05, Annexing ±28.667 Acres of Property Located at 1298 South Blue Lake Avenue 1st. Rdg.12/04/23.

The City Commission is requested to approve the annexation of the subject property for the residential development of ±28.667 acres of property located at 1298 South Blue Lake Avenue.

2. Second Reading of Ordinance No. 2024-06, Changing the Land Use for Approximately 26.011 Acres of Property, Located at 1298 South Blue Lake Avenue, from Volusia County Rural to City of DeLand TRD Transitional Residential Development 1st. Rdg.12/04/23.

This request is to amend the future land use designation from Volusia County Rural to City of DeLand Transitional Residential Development for approximately 26.0111 acres. The subject property is located at 1298 South Blue Lake Avenue.

3. Second Reading of Ordinance No. 2024-07, Changing the Zoning for 26.011 Acres of Property, Located at 1298 South Blue Lake Avenue, from Volusia County A-2 (Rural Agriculture) to City of DeLand Planned Development (Taylor Ridge PD) 1st. Rdg.12/04/23.

The Taylor Ridge PD is within the city's Urban Core; according to the DeLand 2050 Land Use guide, this area is the key area to focus development and maintain a strong job base to take advantage of existing infrastructure.

NEW BUSINESS

1. First Reading of Ordinance Amending Chapter 26, Public Art.

Approval of ordinance clarifying application and review procedures for public art murals.

2. First Reading of Ordinance, Related to Abandoned Animals.

Approval of an ordinance providing animal control procedures for abandoned animals.

3. First Reading of Ordinance, Smoking in Public Parks.

Approval of ordinance prohibiting smoking in public parks.

4. Resolution Approving the Combined Preliminary and Final Plat for Reserve at Victoria Phase 3, Located at 3000 Dr. Martin Luther King Jr. Beltway.

The applicant, Harry Newkirk Jr, Newkirk Engineering, is seeking approval to subdivide a 39.764-acre parcel into 141 single-family residential lots.

5. Resolution Approving the Removal of One Historic Tree, Located at the West Entrance Into the Yardly Development, off Dr. Martin Luther King, Jr. Boulevard.

The applicant, Stonekirk Ventures LLC, has requested that one historic tree located at the west entrance to the Yardly development on MLK Boulevard be allowed to be removed.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

1. Update re Charter Review.

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: January 25, 2024

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

For the February 5, 2024 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Anthea Blignaut

Citrus Grove Elementary: Harper Self

DeLand High School: Ella Breitenstein

DeLand Middle School: Liam Commissiong

DeLand Preparatory Academy: Harley Howe

Freedom Elementary: Anna Sutherland

George Marks Elementary: Clementine Warren

Southwestern Middle School: Kamaria Lee

St. Barnabas: no submission

St. Peter's Catholic School: no submission

Starke Elementary: Monserrat Yanez Duarte

Stetson Baptist: no submission

TOP Academy: no submission

Woodward Avenue: James Milton

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

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

10 Years of Service

Travis L. Smith, Parks and Recreation Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Community Development Block Grant Public Presentation for FY 2024-2025.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: CDBG Public Presentation 20242025 , CDBG Schedule 20242025

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

This presentation allows the public to provide comments and suggestions about CDBG funding related to capital improvement projects and program activities for the 2024 - 2025 fiscal year.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

This program provides annual grant opportunities for community revitalization and rehabilitation for low and moderate income persons.

FISCAL IMPACT:

Adoption of the proposed budget will occur later this Spring.

RECOMMENDATION:

No recommendation at this time, presentation only.

BACKGROUND/DISCUSSION:

This presentation allows the public to provide comments and suggestions about CDBG funding related to capital improvement projects and program activities for the 2024 - 2025 fiscal year.



City of DeLand

CDBG Public Presentation for FY 2024-2025

February 5, 2024

7:00 P.M.



MISSION

- ▶ For the last 29 years, the City of DeLand has utilized the Community Development Block Grant (CDBG) to benefit its community.



PRESENTATION

- ▶ This presentation allows the public to provide comments, suggestions and apply for funding regarding capital improvement projects and program activities related to the future planning of the CDBG program for Fiscal Year 2024-2025.



KEY POINTS

- ▶ The City of DeLand may allocate a portion of its CDBG funds to Subrecipients by executing an agreement that meets the defined objectives;
 - ▶ Environmentally cleared by Volusia County;
 - ▶ Receive an authorization to proceed from HUD; and
 - ▶ Attend Volusia County's subrecipient training
- ▶ City/Agency Projects and Activities must be completed within the Fiscal Year (*October 1st to September 30th*) and is based on reimbursement (*pay first and provide receipts*)
- ▶ The City of DeLand manages **Non-Housing** requests - funding is 85% for Capital Improvement Projects and 15% for Public Service Activities.
- ▶ Volusia County manages **Housing** requests.

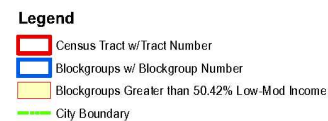
Community Assistance

110 West Rich Avenue, DeLand, FL 32720

(386) 736-5955 / CDBG@deland.org



 Census Tract w/Tract Number
 Blockgroups w/ Blockgroup Number
 Blockgroups Greater than 50.42% Low-Mod Income
 City Boundary



Date: 7/1/2014

CDBG Budget - Current Fiscal Year - \$ 164,734

Oct. 1, 2023 - Sept. 30, 2024

Capital Improvement Projects (85%):

\$ 12,000 Parks & Recreation - Two scoreboards for Chisholm Center Gymnasium

\$ 55,000 Utilities - Standby Generator for Lift Station #34 - South Hill Ave

\$ 73,024 Public Works - ROW ADA Sidewalk Improvements

\$ 140,024 Capital Improvements Projects Total

Public Service Activity (15%):

\$ 24,710 Dr. Joyce M. Cusack Resource Center - Personnel

85% for Capital Improvement Projects = \$140,024

15% for Program Activities = \$24,710

CDBG Projected Budget - FY 2024-2025 - \$ 164,734



Dr. Joyce M. Cusack
Resource Center



ADA Sidewalk
Improvements



Standby Generator for Lift
Station #54



Playground Shade Structures
(Chisholm Center Playground)



Lift Station #54



ADDITIONAL INFORMATION

- ▶ If you are interested or would like more information about the program, please complete the Attendance Sheet located in the rear of the Commission Chambers
- ▶ A Schedule and a copy of this presentation are also provided.

Kristian Logan

Community Development Coordinator

City of DeLand - First Floor

120 South Florida Avenue, DeLand, FL 32720

386-626-7014 / Logank@deland.org





City of DeLand

**Community Development Block Grant (CDBG)
Public Presentation for FY 2024-2025**

Schedule

- ◎ **Monday, February 5, 2024, 7:00 p.m.** – CDBG Public Presentation – City Commission Meeting
- ◎ **Friday, March 15, 2024** – Deadline for CDBG requests, with applicable documents, no later than 5:00 p.m., to Coordinator (*refer below*)
- ◎ **Monday, April 1, 2024, 7:00 p.m.** – City Commission to consider CDBG Budget for approval
- ◎ **April - May 2024** – Deadline for CDBG Applications and Budget to Volusia County Community Assistance
- ◎ **June - July 2024** – Volusia County Council to consider CDBG Budget for approval
- ◎ **September 2024** – U.S. Department of Housing & Urban Development (HUD) to consider CDBG Budget for approval
- ◎ **October/November 2024** – HUD's approval of CDBG Budget (Authorization to Proceed) to Volusia County Community Assistance; notification to City of DeLand

Kristian Logan

Community Development Coordinator
120 South Florida Avenue, DeLand, FL 32720
386-626-7014 / Logank@deland.org

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Resolution Approving Local Historic Designation for 228 West Howry Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, 228 West Howry Ave, 228 W Howry Appraiser Information, 228 W Howry Aerial

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

This request is for approval to place 228 West Howry Ave on the Local Register of Historic Places for the City of DeLand. On January 4, 2024 the City of DeLand Historic Preservation Board recommended approval for the nomination as it meets the criteria for designation outlined within Land Development Regulations Section 33-34.02.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The designation of this property would be consistent with two of the guiding principles adopted by the City that are meant to preserve and enhance the City's distinctive assets: Community and History. This designation will enhance the historic nature of the downtown area by expanding the local register, protecting our neighborhoods, and encouraging historic preservation and restoration efforts.

SUSTAINABILITY:

The architectural features remain mostly unchanged on the exterior of the building and have continued to be maintained throughout the decades. The addition of this building to the Local Registry is a benefit to the community and the surrounding properties by enhancing the historic nature of the neighborhood and community. The City's sustainability goals are furthered by continued preservation of historic structures and small businesses, the first floor will be operated as a small tearoom.

FISCAL IMPACT:

The nomination is being initiated by the Applicant, with no direct fiscal impact to the City. However, if added to the local registry, the property would be eligible for the City of DeLand Historic Preservation property tax exemption.

RECOMMENDATION:

It is recommended that the City Commission approve the placement of this structure on the Local Register of Historic Places.

BACKGROUND/DISCUSSION:

The nomination of this property, located within the Downtown Support District, has been reviewed per the City's Land Development Regulation Section 33-34.02. The attached staff report includes an analysis of this

section of the code, and some supporting documentation which outline the historic significance in design and architectural features.

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PLACEMENT OF A COMMERCIAL BUILDING ON THE LOCAL REGISTER OF HISTORIC PLACES, LOCATED 228 WEST HOWRY AVENUE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Sweet Tea Café, LLC, has applied for placement on the Local Register of Historic Place; and

WHEREAS, the commercial building located at 228 West Howry Avenue is considered to be of historical and architectural significance in accordance with the City of DeLand Historic Preservation Ordinance; and

WHEREAS, on January 4, 2024, the Historic Preservation Board recommended approval of the listing of the commercial building on the Local Register of Historic Places.

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

Section 1. The City Commission of the City of DeLand does hereby approves the placement of a commercial building located at 228 West Howry Avenue on the Local Register of Historic Places.

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

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

PASSED AND DULY ADOPTED this 5th day of February, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



City of DeLand
Historic & Cultural Resources
120 S. Florida Ave.
DeLand, FL 32720
Planning@DeLand.org

DATE: January 4, 2024

TO: Historic Preservation Board

FROM: Emily Ragusa, *Planner II / Historic Resource Coordinator*

RE: **Historic Preservation Review (Local Registry Nomination) for a commercial building at 228 W. Howry Ave.**
Application No.: HPB23-256
Applicant/Owner: Sweet Tea Café, LLC
Florida Master Site File: 8VO1558

Property Information

Address: 228 W Howry Ave.

Current Use: Mixed Use

Zoning District: C-1

Site File #: 8VO1558

Original Structure Information *(Provided from Florida Master Site File Structure Form)*

Date of Construction:	+/- 1909-1915	Style:	Frame Vernacular
Structural System:	Wood: Balloon	Foundation Type:	Piers: brick with lattice infill
Exterior fabric(s):	Wood: weatherboard; shingles	Stories:	2
Roof:	Composition Shingles: butt	Windows:	DHS, 1/1, wood Jalousie, metal
Roof Type:	Gable	Chimneys:	1 - brick
Porch:	E, N, W/1-story veranda with 5 bays, access N, 3 rd bay	Secondary Structure:	0

Description of Proposed Work:

This property is located within the Downtown Support District and Historic Design District. The applicant is seeking approval to be added on the City of DeLand Historic Local Registry, nomination by the Property Owner.

Staff Analysis

The nomination of this property, located within the Downtown Support District has been reviewed per the City's Land Development Regulation Section 33-34.02. The only supporting documentation provided is the Florida Master Site File which was completed in 2006. This site file outlines the historic significance this building has in regards to the age, architecture and materials used. The architectural features remain mostly unchanged on the exterior of the building, except for alterations on the original porch columns and balustrade. The original wrought iron

posts have been altered to wood columns and balustrade. The addition of this building to the Local Registry is a benefit to the community and the surrounding properties.

Placement on the Local Register

In accordance with section 33-34.02 in the City of DeLand Land Development Regulations, the Historic Preservation Board shall within 60 days review the nomination and write a recommendation thereon. The recommendation shall include specific findings and conclusions as to why the nomination does or does not meet the appropriate criteria outlined in this section along with any owner's objections to the listing. The recommendation shall also include a map that shows the proposed boundaries for any Historic District and any individual historic property recommended for listing. If the 60-day period runs [out] and the board has not prepared and sent a recommendation, and the period has not been extended by mutual consent of the applicant and the board, the nomination may be submitted by the applicant directly to the planning board.

Criteria for listing on the local register

Land Development Regulations Section 33-34.02 outlines the local register of historic places requirements in the City of DeLand.

1. *Any site, building, structure, object or district which is listed on the National Register of Historic Places shall be automatically nominated by the historic preservation board for the local register pursuant to section (c) above.*

This criterion is not applicable as this property is not located within the National Register of Historic Places, it is located within the Downtown Support District.

2. *A site, building, structure, object, or district must meet the following criteria before it may be listed on the local register:*
 - a. *It possesses integrity of location, design setting, materials, workmanship, feeling and association; and*

Per the Florida Master Site File inventory form it states that the front facing gable has decorative truss work and variegated wood shingle siding. A prominent veranda porch that runs the length of the front façade and around the west side. Although the original wrought iron posts supporting the porch roof have been replaced. The overall architectural features remain unchanged.

- b. *It is associated with events that have made a significant contribution to the broad patterns of our history; or is associated with the lives of persons significant to our past; or embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or have yielded or may be likely to yield information important to history or prehistory.*

The Statement of Significance on the Florida Master Site File does not outline any events or information to meet this criterion.

3. *A property located in district shall be designated as contributing to that district if the property is one which, by its location, design, setting, materials, workmanship, feeling and association, adds to the district's sense of time and place and historical development.*

This criterion is not applicable as this property is not located within a Historic district, only located within the Downtown Support District.

4. *A property should be considered noncontributing if the property's integrity of location, design, setting materials, workmanship, feeling and association have been so altered that the overall integrity of the property has been irretrievably lost; or the property was built within the past 50 years, unless a strong justification concerning their historical or architectural merit is given or the historical attributes of the district are considered to be less than 50 years old.*

This property would be considered contributing due to the integrity of the design, materials and craftsmanship with very little to no exterior alterations on the building. The replacement of the porch columns and balustrade with wrought iron posts is the most recent exterior renovation, which does not affect the overall integrity of the structure.

Staff Recommendation:

Staff finds that this nomination request is consistent with the City's Land Development Regulation Section 33-34.02 and meets the two of the four criteria as outlined above. Staff recommends the Historic Preservation Board to approve this nomination application as presented and forward the same recommendation to City Commission for approval.

Attachments:

Vicinity Map

Historical Structure Form (8VO1558) – Florida Master Site File (2006)



City of DeLand
HPB23-256
228 W HOWRY AVE



FLORIDA MASTER SITE FILE
Site inventory Form

SITE NO. 8 VO 1558

SITE NAME: 228 West Howry Avenue
ADDRESS: 228 West Howry Avenue
INSTRUCTIONS TO LOCATE:

SURVEY DATE: 08/31/06

1107

LOCATION: Howry's Addition 9 C
Subdivision Name Block No. Lot No.

COUNTY: Volusia

DISTRICT NAME IF APPLICABLE:

OWNER OF SITE: NAME: Mark Brickson
ADDRESS: 228 West Howry Avenue
ADDRESS: DeLand, FL 32720

TYPE OF OWNERSHIP: Private RECORDING DATE: / /
RECORDER: NAME & TITLE: Historic Property Associates
ADDRESS: P.O. Box 1002
St. Augustine, FL 32085

CONDITION OF SITE: INTEGRITY OF SITE:
Check One Check one or more

	EXCELLENT	x	ALTERED	ORIGINAL USE	Residence
x	GOOD		UNALTERED	PRESENT USE	Residence
	FAIR		ORIGINAL SITE	DATES	1909-1915
	DETERIORATED		RESTORED: / /	CULTURE/PHASE	American
			MOVED: / /	PERIOD:	20th century

NR CLASSIFICATION CATEGORY: DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

ZONING	TRANSPORTATION
x DEVELOPMENT	FILL
DETERIORATION	DREDGE
BORROWING	
OTHER (See Remarks Below)	

AREAS OF SIGNIFICANCE: Architecture

SIGNIFICANCE

See Continuation Sheet

SEE SITE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)

RECORD NUMBER 137

ARCHITECT:

BUILDER:

STYLE AND/OR PERIOD: Frame Vernacular

PLAN TYPE: T-shape

EXTERIOR FABRIC(S): Wood:weatherboard;shingles

STRUCTURAL SYSTEM(S): Wood:balloon

PORCHES: E,N,W/1-story veranda with 5 bays,access N,3rd bay

ORIENTATION: N

FOUNDATION: Piers:brick with lattice infill

ROOF TYPE: Gable

SECONDARY ROOF STRUCTURE(S): Cross gable

CHIMNEY LOCATION: S:offset;lateral slope

WINDOW TYPE: DHS,1/1,wood # Jalousie,metal

CHIMNEY: Brick

ROOF SURFACING: Composition shingles:butt

ORNAMENT EXTERIOR: Wood

NO. OF CHIMNEYS 1

NO. OF STORIES 2

NO. OF DORMERS:

OUTBUILDINGS:

SURROUNDINGS:

SITE SIZE (approx. acreage)

TOWNSHIP	RANGE	SECTION
17 S	30 E	9

UTM ZONE	UTM EASTING	UTM NORTHING
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PHOTOGRAPHIC RECORDS NUMBERS:

CONTINUATION SHEET

Statement of Significance:

This two-story wood frame vernacular residential building is located at 228 West Howry Avenue. It has a gable roof with a cross gable and exposed eaves. The front-facing gable has decorative truss work and variegated wood shingle siding. A prominent veranda porch runs the length of the front facade and around the west side. The porch roof is supported by wrought iron posts and has a diamond pattern balustrade. The building has been altered by the replacement of the original porch columns and balustrade with wrought iron posts.

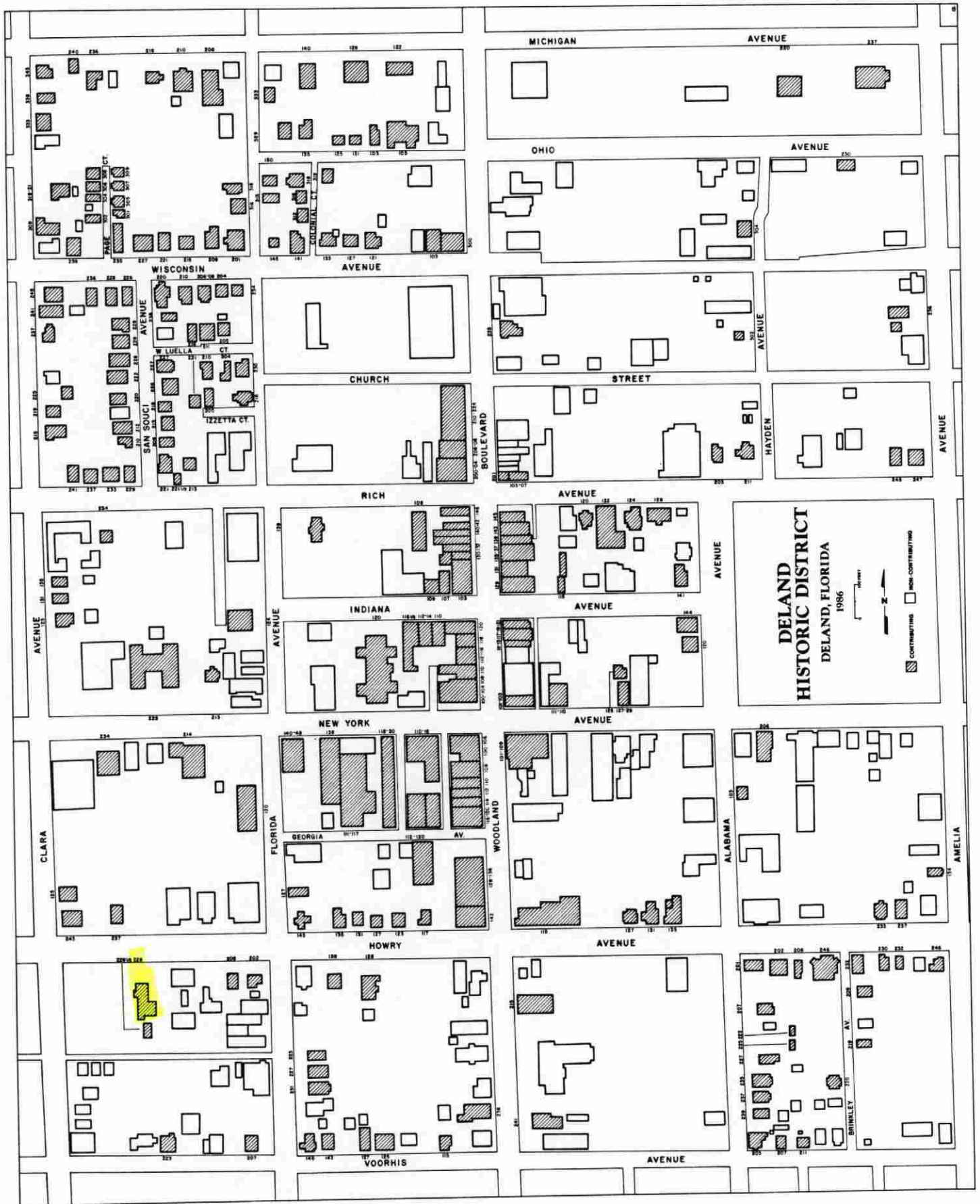
The 1915 Sanborn map includes this building on the site. The area was not previously mapped, however, and the building may therefore predate the 1909-1915 period.

The building is located in DeLand, Florida, the Volusia County seat of government, situated in the mid-central part of the peninsula, five miles east of the St. Johns River. Settlement of the community began a decade after the Civil War, encouraged by Henry DeLand, a New York manufacturer. Development of the town in the late nineteenth century grew largely upon an expanding citrus industry. Stetson University, founded in 1884 and later named for its chief benefactor, hat manufacturer and citrus grower John A. Stetson, reflected Henry DeLand's wish to make the town the "Athens of Florida."

Incorporated in 1882, the town enjoyed steady expansion around the turn of the century and experienced explosive growth in the early 1920s. The 1926 crash was aggravated in DeLand by citrus disease, though the city rebounded more quickly than most on the basis of its tourist industry. DeLand contributed many political leaders to Florida in the 1930s and 1940s. Although the city has experienced dramatic expansion in recent decades, the downtown area retains much of its early twentieth century character, particularly reflected in masonry vernacular storefronts.(1)

1. See Historic Property Associates, Historic Properties Survey of DeLand, Florida, (DeLand, 1986).

4



85510A



PRgg2826554

228 W. HOWRY
Roll D, # 1

198608

8V01558

PRgg2936554

5

Property Summary

Alternate Key:	2246481
Parcel ID:	701610000030
Township-Range-Section:	17 - 30 - 16
Subdivision-Block-Lot:	10 - 00 - 0030
Owner(s):	SWEET TEA CAFE LLC - FS - Fee Simple - 100%
Mailing Address On File:	228 W HOWRY AVE DELAND FL 32720 5424
Physical Address:	228 W HOWRY AVE, DELAND 32720
Building Count:	2
Neighborhood:	7136 - DELAND BUS DIST S OF HWY 44
Subdivision Name:	BOND LUMBER CO BLK 9 HOWRYS ADD
Property Use:	1200 - STORE/OFF/RES
Tax District:	012-DELAND
2023 Final Millage Rate:	18.7526
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT C SUB BLK 9 HOWRYS ADD DELAND MB 5 PG 127 PER OR 3966 PG 3646 PER OR 5379 PG 0668 PER OR 6321 PG 3419 PER OR 7433 PG 1798 PER OR 7433 PGS 1799-1801 INC PER OR 7891 PG 2713 PER

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$199,747	\$208,828	\$193,209
Land Value:	\$104,507	\$104,507	\$88,760
Just/Market Value:	\$304,254	\$313,335	\$281,969

Working Tax Roll Values by Taxing Authority

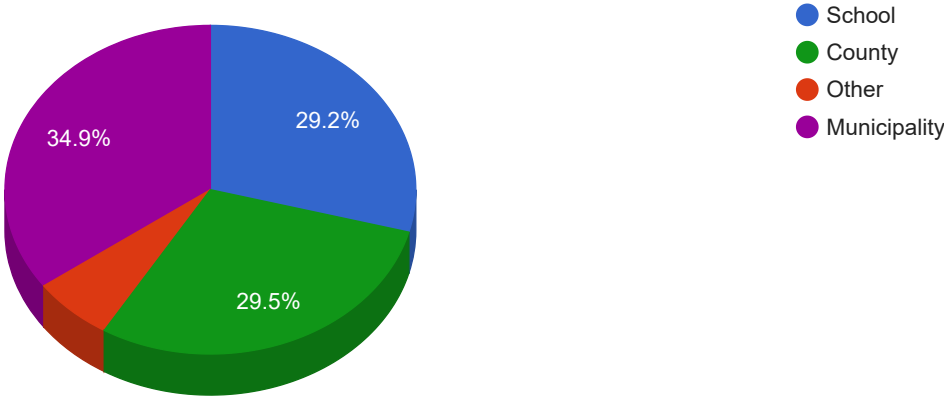
Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	\$304,254	\$304,254	\$0	\$304,254	1.5000	\$456.38
0012	DISCRETIONARY	\$304,254	\$304,254	\$0	\$304,254	0.7480	\$227.58
0011	REQ LOCAL EFFORT	\$304,254	\$304,254	\$0	\$304,254	3.1610	\$961.75
0050	GENERAL FUND	\$304,254	\$304,254	\$0	\$304,254	3.3958	\$1,033.19
0055	LIBRARY	\$304,254	\$304,254	\$0	\$304,254	0.4209	\$128.06
0053	PUBLIC SAFETY FUND	\$304,254	\$304,254	\$0	\$304,254	1.4541	\$442.42
0058	VOLUSIA ECHO	\$304,254	\$304,254	\$0	\$304,254	0.2000	\$60.85
0057	VOLUSIA FOREVER	\$304,254	\$304,254	\$0	\$304,254	0.2000	\$60.85
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$304,254	\$304,254	\$0	\$304,254	0.0288	\$8.76
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$304,254	\$304,254	\$0	\$304,254	0.1793	\$54.55
0070	WEST VOLUSIA HOSPITAL AUTHORITY	\$304,254	\$304,254	\$0	\$304,254	0.9806	\$298.35
0150	DELAND	\$304,254	\$304,254	\$0	\$304,254	6.4841	\$1,972.81
						18.7526	\$5,705.55

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$5,705.55
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$5,705.55
				Estimated Tax Amount without SOH/10CAP ?	\$5,705.55

Where your tax dollars are going:



Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2023	\$104,507	\$208,828	\$313,335	\$310,166	\$0	\$310,166	\$0
2022	\$88,760	\$193,209	\$281,969	\$281,969	\$0	\$281,969	\$0
2021	\$85,896	\$182,600	\$268,496	\$268,496	\$0	\$268,496	\$0
2020	\$85,896	\$192,030	\$277,926	\$277,926	\$0	\$277,926	\$0
2019	\$85,896	\$183,772	\$269,668	\$269,668	\$0	\$269,668	\$0
2018	\$78,738	\$179,015	\$257,753	\$257,753	\$0	\$257,753	\$0
2017	\$78,738	\$162,792	\$241,530	\$241,530	\$0	\$241,530	\$0
2016	\$78,738	\$148,264	\$227,002	\$227,002	\$0	\$227,002	\$0
2015	\$71,580	\$136,857	\$208,437	\$208,437	\$0	\$208,437	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1201-MIXED, STORE and SFR	N	S-SQUARE FEET			14,316			3.65	\$41,803
2	1201-MIXED, STORE and SFR	N	S-SQUARE FEET			21,474			3.65	\$62,704
Total Land Value:										\$104,507

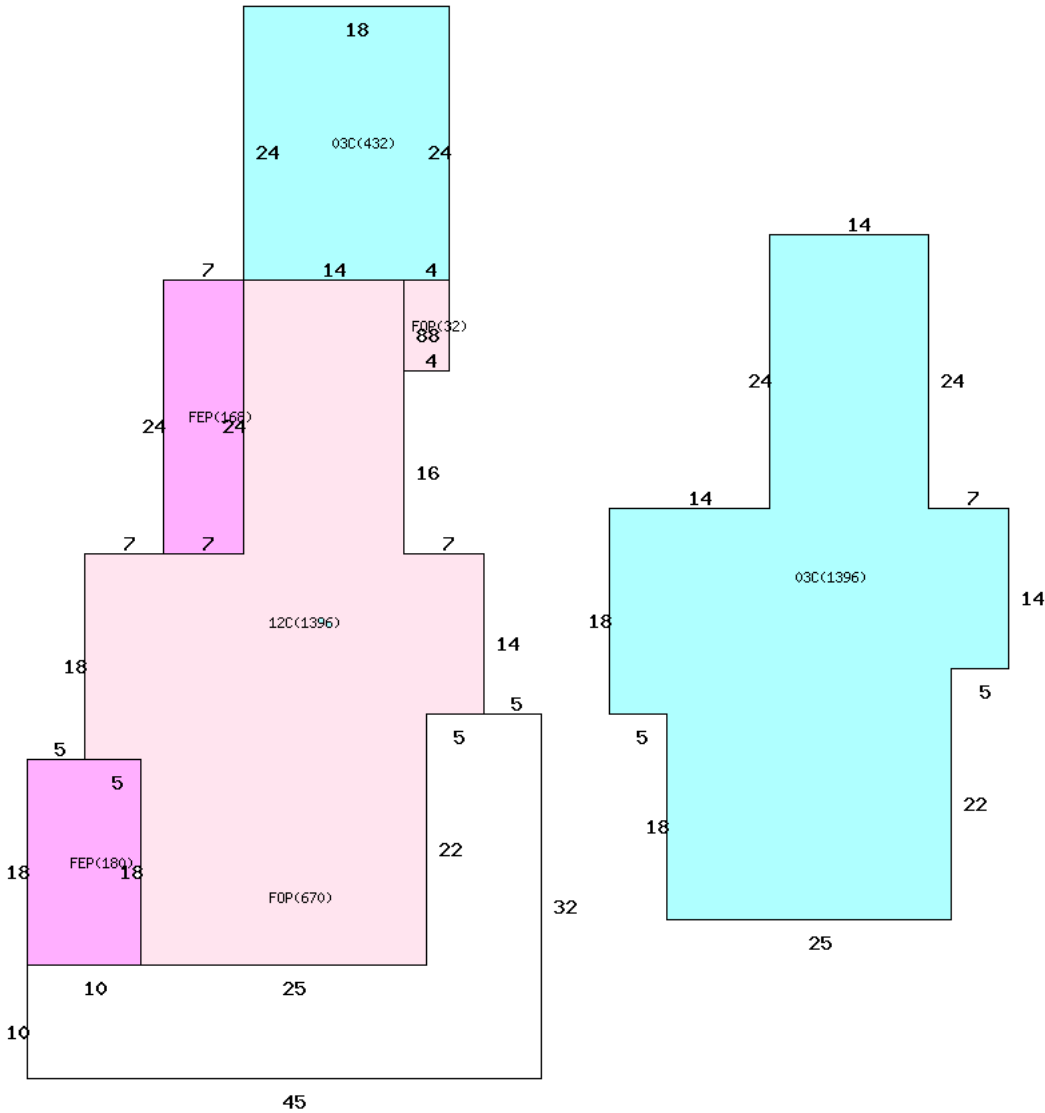
Building(s) - Commercial

Card (Bldg) #1

Structure Code:	D - Wood, Open Steel	Base RCN	\$386,605
Class:	-	Percent Good	40 %
Grade:	300	Total RCNLD	\$154,641
Built / Effective Year:	1883 / 1990	Market (NBHD)	1
Total / Business Area	4274 / 3224	Factor	
		Cost Value	\$154,641

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -01	12C - RESID. PART COMM BLDG - AVG	1	1,396	1,396	1,396	
2	01 -01	FEP - FINISHED ENCLOSED PORCH	1	168	168	N/A	
3	01 -01	FEP - FINISHED ENCLOSED PORCH	1	180	180	N/A	
4	01 -01	FOP - PORCH, OPEN FINISHED	1	670	670	N/A	
5	01 -01	03C - APARTMENT, AVERAGE	1	1,396	1,396	1,396	
6	01 -01	03C - APARTMENT, AVERAGE	1	432	432	432	
7	01 -01	FOP - PORCH, OPEN FINISHED	1	32	32	N/A	
					4,274	3,224	



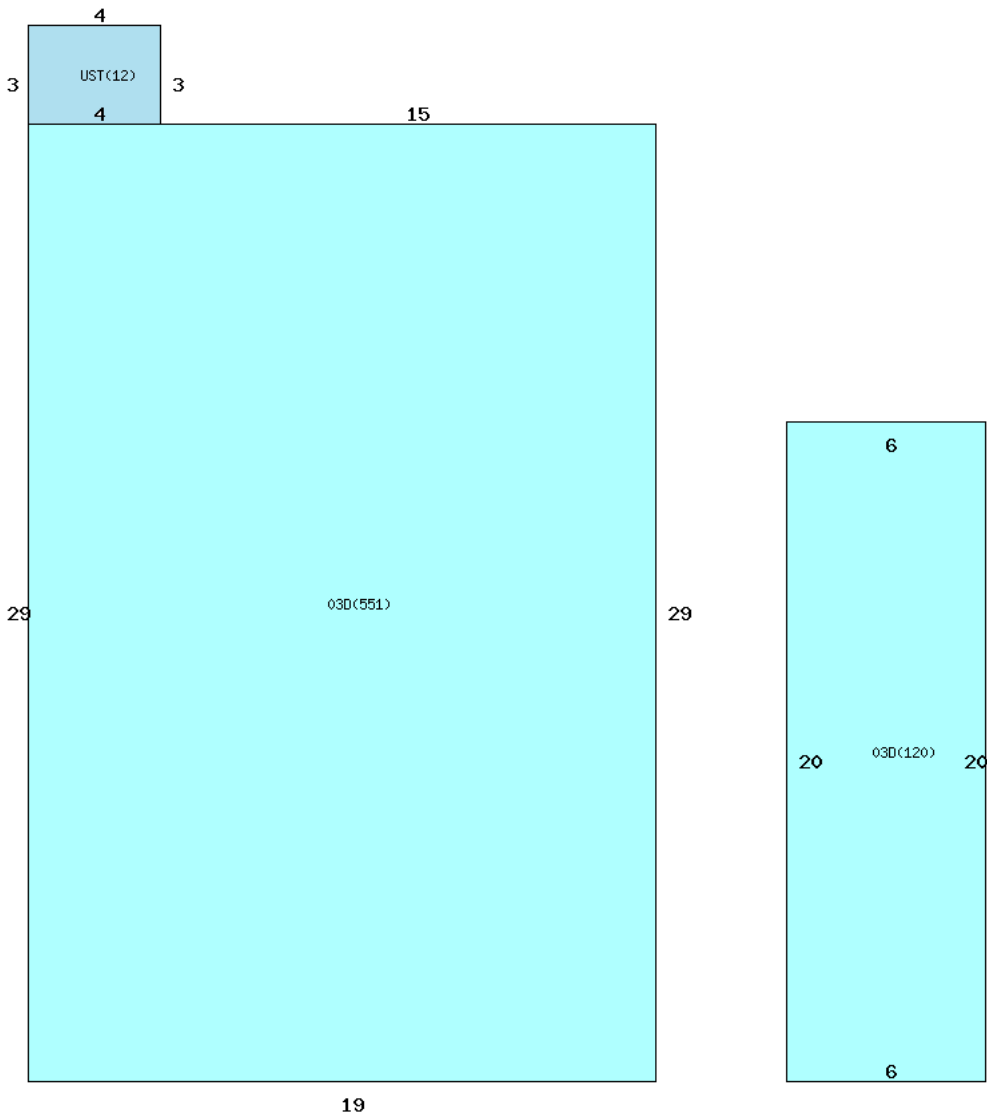
Card (Bldg) #2

Structure Code:	D - Wood, Open Steel	Base RCN	\$62,941
Class:	-	Percent Good	44 %

Grade:	250	Total RCNLD	\$27,695
Built / Effective Year:	1953 / 1992	Market (NBHD)	1
Total / Business Area	683 / 671	Factor	
		Cost Value	\$27,695

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -01	03D - APARTMENT, FAIR	1	551	551	551	
2	01 -01	UST - UNFINISHED UTILITY	1	12	12	N/A	
3	01 -01	03D - APARTMENT, FAIR	1	120	120	120	
					683	671	



Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
1	POL-POOL, COMMERCIAL	1953	392	1		\$6,565
2	SER-ENCLOSURE, SCREEN RESIDENTIAL	1953	1,821	1		\$2,528
3	PVA-PAVING ASPHALT	1976	4,630	1		\$2,638
4	PVC-PAVING CONCRETE	1980	661	1		\$1,846
5	USS-UNFINISHED STEEL FRAME STRUCTURE	2000	80	1	8 x 10	\$500
6	CAN-CANOPY	2000	336	1	24 x 14	\$3,334
Total Miscellaneous Value:						\$17,411

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8444 / 4219	2023163525	08/02/2023	WD-WARRANTY DEED	QUALIFIED	IMPROVED	\$380,000
7891 / 2713	2020146056	07/30/2020	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$250,000
7433 / 1799	2017154992	07/13/2017	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
6321 / 3419	2009024453	02/04/2009	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
5379 / 0668	2004199755	08/05/2004	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$345,000
3958 / 3086		10/15/1994	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
3966 / 3646	1994176016	10/15/1994	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
3250 / 1180	1989007559	01/15/1989	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$75,000
3064 / 0384		11/15/1987	CT-CERTIFICATE OF TITLE	UNQUALIFIED	IMPROVED	\$100
2726 / 0619		09/15/1985	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$110,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate

uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT C SUB BLK 9 HOWRYS ADD DELAND MB 5 PG 127 PER OR 3966 PG 3646 PER OR 5379 PG 0668 PER OR 6321 PG 3419 PER OR 7433 PG 1798 PER OR 7433 PGS 1799-1801 INC PER OR 7891 PG 2713 PER OR 8444 PG 4219	012	17 - 30 - 16	10 - 00 - 0030	18-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser’s office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
09/03/2020	BD20-2506	SHINGLE TO SHINGLE, SHINGLE FAMILY, WITH NO	\$0
02/01/1989	10952	GEN REPAIRS TJO/TAM	\$10,000



City of DeLand

228 W HOWRY AVE



CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Resolution Approving the Delegation of Authority to the City Manager or, by Delegation to the Fire Chief, to Approve Agreements with other Fire Departments and Public Agencies.

DEPARTMENT: Fire

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Fire Chief Delegation Resolution

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The Fire Chief is routinely called upon to execute routine agreements with other fire departments in Volusia County or with various state agencies. These agreements do not involve the purchase of goods or services but generally relate to joint training exercises, joint response agreements and the like. By delegating authority to the Fire Chief to execute these documents without the need to prepare an agenda item and take the matter to a City Commission meeting, the fire department can much more quickly and efficiently execute such documents.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed action has no un-budgeted fiscal impact.

RECOMMENDATION:

City staff recommends that the City Commission approve the attached Resolution delegating authority to the Fire Chief to execute agreements with other fire departments or public agencies.

BACKGROUND/DISCUSSION:

During emergencies, uniquely technical or expertise-driven circumstances, and in very onerous and unusual situations impacting the City's fire safety personnel or their capacity or expertise, other agencies are looked to in order to adequately serve the citizens of the City. Likewise, when other fire departments or public safety agencies have the need for available City resources, they may call upon the City to provide assistance. This type of joint response/assistance has been a long-standing feature of providing high quality fire services to the citizens of jurisdictions. These agreements are also used for joint training exercises and the creation of special response task forces.

In order to save staff time and City Commission agenda time which can be devoted to more policy-based issues, as well as in order to address matters on an iterative, as needed, basis; it would be prudent for the City

Commission to authorize the Fire Chief to enter agreements in order to facilitate, in an expeditious manner, the cooperation and collaboration of the City with other agencies in order to best serve the citizens of the City.

This resolution provides that agreements which result in un-funded obligations to the City may not be signed by the Fire Chief. Thus, the appropriation and budgetary powers of the City Commission are respected.

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, DELEGATING AUTHORITY TO THE DELAND FIRE CHIEF TO EXECUTE AGREEMENTS WITH OTHER FIRE DEPARTMENTS AND PUBLIC AGENCIES FOR THE PURPOSE OF PROVIDING OR RECEIVING ASSISTANCE TO OR FROM OTHER AGENCIES, PARTICIPATING IN JOINT EXERCISES, PARTICIPATING IN TASK FORCES AND OTHER SPECIALIZED ACTIVITIES, AND OTHER SIMILAR PURPOSES, SO LONG AS SUCH AGREEMENTS DO NOT CREATE ANY UN-BUDGETED EXPENDITURE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of DeLand to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in developing, processing and advertising this Resolution; and

WHEREAS, the City Commission of the City of DeLand finds and determines that agreements between the City's Fire Department and other fire departments or other public safety units, when relating to matters that do not require additional budgetary action by the City Commission, are beneficial to the functioning of the City's Police Department and the many programs and operational projects of the Department and provide diverse capacities and capabilities to the Department in a multitude of ways and means; and

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

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

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

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

(b). Controlling Florida law (such as Chapter 23, *Florida Statutes*) authorizes State and local law enforcement agencies in the State of Florida, to enter into mutual aid agreements with other law enforcement agencies for the purpose of allowing State and local law enforcement officers to assist in the enforcement of laws as may be authorized by the terms of the agreements.

(c). Section 252.38, *Florida Statutes*, provides, among other things, that “[s]afeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the State.” The policy and purpose of Florida law is to allow for law enforcement agencies to address the existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies, including those that cross jurisdictional lines, and in order to ensure that preparations of within the State will be adequate to deal with such activity, protect the public peace and safety, and preserve and safeguard the lives and property of the citizens of Florida; Florida law (the home rule powers granted to local governments as well as provisions of Chapters 125, 163, 166, and 252, *Florida Statutes*, and other pertinent law) allows or encourages local governments to engage in mutual assistance in order to best protect the public health, safety and welfare. It is the design, purpose and intention of this Resolution to enhance the services of fire services and public safety departments, individually and collectively, by making the most efficient use of their respective powers, resources and capabilities and by cooperating and collaborating in the use of their respective powers, resources and capabilities in regard to law enforcement and emergency functions. Additionally, it is not unusual that the Fire Department and public safety agencies enter into operational agreements to implement joint exercises and programs.

(d). The City Commission of the City of DeLand hereby finds that collaboration and cooperation with other jurisdictions relative to a wide array of fire protection and public safety functions is in the public interest and benefits the citizens of the City.

(e). The City Commission recognizes the significant benefit to the City of providing “hands across the borders” by public safety agencies in order to effectively address public safety emergencies, needs and training. This strategy allows for the sharing of resources by cooperating and collaborating jurisdictions, the devotion of expertise that one jurisdiction may have, but another lacks, to common problems, and the reduction of public expenditures through duplication of personnel and programs focused on intermittent public safety requirements.

(f). Article II, Section 13 of the *City Charter of the City of DeLand* relates to the general powers and duties of the City Commission and provides, in pertinent part, that “[e]xcept as otherwise provided in this Charter, all powers of the City and the determination of all matters of policy shall be vested in the City Commission” such as appropriation and funding matters.

Section 2. Delegation of Authority to Negotiate and Execute Agreements with other Fire and Public Safety Departments.

(a). The City Commission of the City of DeLand hereby delegates plenary authority to the Fire Chief to negotiate and execute agreements with other fire departments or public agencies, which involve the operations, actions, programs and projects of the Fire Department;

provided, however, that such agreements do not result in unfunded obligations to the City as determined by the City Manager.

(b). The City Manager may prohibit the Fire Chief from executing any such agreement as the City Manager deems appropriate.

Section 3. Savings.

The prior actions of the City of DeLand relating to the approval and implementation of agreements with the fire department concerning emergency management and other Fire Department activities are hereby ratified and affirmed.

Section 4. Future Implementing Actions.

(a). The City Manager is hereby granted authority to take any and all necessary administrative actions that may be desirable or necessary to implement the actions taken in this Resolution.

(b). The City Attorney is instructed to review and approve agreements and assist the Fire Chief in the implementation of this Resolution.

(c). The City Clerk - Auditor is hereby granted authority to attest to and approve such agreements as may be presented to her by the Fire Chief.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 5th day of January, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Resolution Approving Sole Source Purchase for DeLand Wiley M. Nash River Booster Station.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution , Exhibit A , Sole source letter

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand currently operates and maintains a 20” effluent discharge line at the Wiley M. Nash Reclamation Facility that discharges to the St. John’s River. This line has been in service since 1958 and in 2005 it was modified with a pump station at the river to reverse flow river water to the plant to augment the reclaim system.

A Reclaim Phase 5 project was placed in the budget for fiscal year 22/23 for construction of reclaim utility lines in the (5A) Cross Creek Subdivision and a (5B) River Booster Pump Station. The Cross Creek subdivision part of the project was designed, permitted, bid, and currently nearing 40% completion of construction, while the River Booster Pump Station was delayed due to needing a site for construction.

A proposed subdivision on Beresford Avenue has set aside a track dedication to the City of DeLand for the proposed River Booster Pump station to be built along the pipe route. Final site plan drawings are nearing completion on the booster pump station at this time and will be bidding shortly for its construction. Staff feels that due to the long lead time for the specialized pump skid package it needs to be authorized now and not (ODP) Owner Direct Purchased after award to the contractor. This will save eight to twelve weeks on delivery time. Project needs to be substantially completed by September 2024 for the grant.

A quote was obtained from Xylem Dewatering Solutions and a sole source letter was received from Xylem Dewatering Solutions stating that they are the authorized municipal distributor in the Florida market for Godwin Pumps Equipment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

The previous fiscal year 22/23 budget includes \$3,500,000 in the Wastewater Trust Fund (Project# WW2301) to construct the Reclaim Phase 5 project. The 5A project was awarded \$2,327,585 for construction and \$160,659 for CEI services, leaving \$1,011,756 to complete the 5B project. The attached quote is in the amount

of \$89,826 for the proposed purchase of the River Booster Pump Station. An allowance for up to \$2,000 for shipping is being estimated. Funds are available to cover this purchase at this time.

RECOMMENDATION:

It is recommended that the City Commission approve the attached Sole Source Resolution and allow for the quoted purchase of the River Booster Pump Station Skid and shipping at a cost of \$91,826.

BACKGROUND/DISCUSSION:

This purchase does not include any installation costs, as that will be completed by the contractor who is awarded the site construction contract nor startup visit confirming alignment and warranty commencement.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF A RIVER BOOSTER PUMP STATION SKID PACKAGE, FROM XYLEM DEWATERING SOLUTIONS THE SOLE SOURCE DISTRIBUTOR OF THE GODWIN DRI-PRIME PUMP EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that there is legitimate need to purchase a specialized booster pump station skid package for the operation of the effluent and river discharges at the City's Wiley M. Nash Reclaim Facility; and

WHEREAS, Xylem Dewatering Solutions, Inc., is the sole distributor of the Godwin Dri-Prime Pumps equipment serving the municipal market in the State of Florida; and

WHEREAS, the Deputy Public Services Director has informed the City Commission that, to the best of his knowledge acquired after diligent search and inquiry, there are no other suppliers of the specialized booster pump station skid package available for shipment from other vendors in the Florida area and that Xylem Dewatering Solutions is the only known authorized supplier of these units.

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

Section 1. The foregoing preamble is hereby incorporated by reference, and the City Commission authorizes the sole source purchase of a River Booster Pump Station Skid Package from Xylem Dewatering Solutions, the sole source distributor of the required specialized river booster pump skid package and that the purchase of the equipment from another vendor would be detrimental to the health and welfare of the citizens of the City of DeLand as well as to the City's other utility customers, and that these findings support a sole source purchase without competitive bidding.

Section 2. The execution of the purchase agreement per the quote attached hereto as Exhibit "A" is hereby authorized.

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

PASSED AND DULY ADOPTED this 5th day of February, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy, City Clerk- Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

January 8, 2024

Mr. Jim Ailes
City of Deland
120 S FLORIDA AVE
Deland, FL 32720-5422

Phone: 386-740-6850
Fax: 386-740-6851

**RE: Deland WRF Booster Station
Sale Quotation 156002462**

Dear Mr. Ailes:

Thank you for your continued interest in Xylem Dewatering Solutions and the products and services that we provide.

The scope of the project is to add a reclaimed water Booster Station with (2) CD225M 75HP 3-phase 460V Electric on a single 12' x 8' custom skid.

The Godwin Dri-Prime CD225M (8" x 8") is equipped with a 75HP 3-Phase 460V electric motor, with flow rates up to 3240GPM and with 3" solids handling. These pumps also feature a high-pressure oil bath mechanical seal that allows indefinite dry running.

The estimated lead time will be 16-18 weeks.

If you have any questions or require further information, please don't hesitate to contact me.

Sincerely,

Joshua Grangruth
Outside Sales Representative

JG / ds

SALE QUOTATION

eland CD225M Electric WRF Booster StationD

ITEM	QTY	DESCRIPTION
A	2	Dri-Prime CD225M Electric Pump 8" 150# flange suction and discharge 75 HP 1800RPM 3 Phase 230/460V motor - Skid-mounted
*With purchase of above pump(s), Xylem recommends purchasing the PM Service item(s) listed below:		
	2	KTCD225MRS33 CD225M Electric 1-2 yr Spares Kit
B	1	Sale Item 12' x 8' electric skid adder
C	1	INBOUND FREIGHT BR 056

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

SALE QUOTATION

eland CD225M Electric WRF Booster StationD

ITEM	QTY	DESCRIPTION
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Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

A signed copy of this Quotation is acceptable as a binding contract.

Signature:	Name:
Company/Utility:	(PLEASE PRINT)
Address:	Reference #:
	Date:
	Phone:
	Email:
	Fax:

Net Sale Total with Recommended PM Service Kits	\$ 89,826.00
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NET LUMP SUM SALE TOTAL	\$ 86,484.00
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THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

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This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

January 9, 2024

City of Deland

Mr. James V. Ailes

RE: Xylem Dewatering Solutions, Inc.

Mr. Ailes:

Xylem Dewatering Solutions, Inc is the sole provider and sole manufacturer of the Godwin Dri-Prime line of pumps, Sub-Prime line of electric pumps, Heidra line of hydraulic pumps and Wach's Water Services. As with sales, service and rentals we are the sole provider of parts of the Godwin Pumps Equipment and sole source of maintaining such named equipment.

These units are utilized throughout the world in construction dewatering, emergency flood response, mining and quarrying, drinking water supply, and wastewater bypasses in municipal, industrial, and environmental markets.

Xylem Dewatering Solutions, Inc. services The State of Florida from (4) locations:

202 Winston Creek Parkway in Lakeland, FL 33810
1201 NW 18th Street, Pompano Beach, FL 33069
6975 West 12th Street, Jacksonville, FL, 32220
455 Harvest Time Dr., Sanford, FL 32771

All facilities are directly supported by Xylem Dewatering Solutions, Inc. corporate facility located at One Floodgate Road in Bridgeport, New Jersey, 08014.

Respectfully, .



Brent Jackson

Brent Jackson
Regional Director
Xylem Dewatering Solutions

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award 454340-1-94-01 for Airport T-hangar Electrical Improvements Design Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Exhibit A

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The design of T-hangar Electrical Improvements project consists of replacing the existing electrical services at T-hangars A, B, C, and upgrading the electrical equipment in each T-hangar unit. It is anticipated that the current meters, disconnects, and panels will be replaced and upsized. The project will also include exterior wall pack lighting upgrades, and a photocell and timer-controlled contactors for lighting the T-hangar taxilanes in between the buildings. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% (\$16,000) of the design costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of \$16,000 or 80% in FDOT funding, with remaining funds \$4,000 or 20% to be provided by the Airport budget. The City had originally budgeted \$15,800 for this project in the Airport Fund with no corresponding grant funds.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The existing electrical service on T-hangars A, B, & C are undersized, nearing end of life and require major upgrading. The current breaker panels on each T-hangar building only have four breakers for all 10 T-hangar units which creates a common occurrence of breakers being tripped.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NO. 454340-1-94-01; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide funding for the Hangar Electrical Improvements, infrastructure design at DeLand Municipal Airport; and

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

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

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

Section 1. The City Commission hereby sets aside the additional amount of \$4,000 pay for its share (20%) of the anticipated cost.

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

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

PASSED AND DULY ADOPTED this 5th day of February 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

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Financial Project Number(s): (item-segment-phase-sequence) <u>454340-1-94-01</u>	Fund(s): <u>Work Activity Code/Function: 215</u>	DDR	FLAIR Category: <u>088719</u>
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u>		Object Code: <u>751000</u>
Contract Number: _____	Federal Award Date: <u>N/A</u>		Org. Code: <u>55052000531</u>
CFDA Number: <u>N/A</u>	Agency SAM/UEI Number: _____		Vendor Number: <u>VF596000307028</u>
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Hangar electrical improvements design at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

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

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

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

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

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

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

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

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$20,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$16,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
 - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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

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

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

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

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

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

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

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-02
STRATEGIC
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project scope includes replacement of the existing electrical services at T-Hangar Buildings A, B, C, and upgrading the electrical equipment in each individual T-Hangar unit. The existing electrical service is undersized and requires upgrading. It is anticipated the existing service equipment including meters, disconnects, and panels will be replaced and upsized from the existing. The Project will also make energy code upgrades, including LED lighting and automatic lighting controls in each T-hangar. Additionally, the exterior wall pack lighting will be upgraded, and photocell and timer-controlled contactors will be provided for lighting the T-hangar taxilanes in between the buildings.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design – T-Hangar Electrical Improvements: As required by 215.971, F.S., this scope of work includes but is not limited to planning, consultant, and design fees, permitting, bid/award services, administrative support services, design of mobilization and demobilization, signage, light poles, including all materials, equipment, labor, and incidentals, needed to install new, or replace/upgrade existing landside lighting systems. Scope should include an inventory and condition assessment for the existing lighting systems. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454340-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$16,000.00
454340-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$4,000.00
Total Financial Assistance							\$20,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$16,000.00	\$4,000.00	\$0.00	\$20,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$16,000.00	\$4,000.00	\$0.00	\$20,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$16,000

*The award amount may change with amendments

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

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

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

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

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Utility Service Agreement and Fair Share Agreement for The Oaks at DeLeon Springs Subdivision.

DEPARTMENT: Utilities

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

ATTACHMENTS: USA FOR OAKS AT DELEON SPRINGS, FSA FOR OAKS AT DELEON SPRINGS

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The Oaks at Deleon Springs residential subdivision project is located on the west side of North US 17 in Deleon Springs just past Ponce Deleon Boulevard. This is the first major connection to the recently installed master lift station in Deleon Springs. The proposed subdivision will equate to one hundred and twenty-seven (127) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

The project is also in the West Side Interceptor Force Main service area. Thus, as is consistent with City policy, the developer has executed a West Side Interceptor Force Main Concurrency and Fair Share Agreement which is intended to compensate the City for use of the West Side Interceptor Force Main in proportion to the capacity of that pipeline used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the City will receive water and impact fees and ongoing utility revenue from the one hundred and twenty-seven equivalent residential units constructed at buildout. In addition, the City will receive payment for the West Side Interceptor Fair Share contribution in the amount of \$114,173 (\$899 per unit x 127 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement and Fair Share Agreement for the Oaks at Deleon Springs subdivision.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
THE OAKS AT DELEON SPRINGS**

THIS AGREEMENT is entered into this ____ day of _____, 2023, between the City of DeLand (City) and 701 SOUTH, LLC (Developer) regarding utility service for the, The Oaks At Deleon Springs project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located on the North West corner of the intersection of Pounce Deleon Blvd and North US HWY 17, Deleon Springs, FL and described as:

TAX PARCEL NUMBERS

694002000030

39 & 40-16-29 LOT 3 & LOT 14 EXC S 30 FT & INC LOT 34 EXC S 30 FT & INC LOTS 35 THRU 46 & LOTS 50 THRU 84 & LOTS 86 THRU 119 EXC S 30.18 FT OF LOT 65 & EXC S 9.23 FT OF LOT 66 & INC LOTS 123 THRU 144 & INC LOT 145 EXC N 30 FT & INC LOTS 148 THRU 152 & LOTS 174 THRU 181 & LOTS 158 THRU 165 & LOTS 187 THRU 190 & S 30 FT OF LOTS 157 & 182 TRIANGLE ESTATES MB 11 PG 248 PER OR 2578 PG 1066 PER OR 5470 PG 4458 PER OR 5508 PGS 4258 & 4259 PER OR 5587 PG 3586 PER OR 6318 PG 4750 PER OR 6318 PG 4753 PER OR 6858 PG 3623 PER OR 7085 PG 3415 PER OR 7107 PG 3891 PER OR 7563 PG 3431 PER OR 7687 PG 2571

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

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

- Connect to existing 12" water main, one 12"x12"x12" tee, two (2) 12" Gate Valves, one 12" cap with a 2" blow off with valve, and approximately 100 LF +/- LF of 12" HDPE or PVC piping.

- Connect to potable water road crossing with one 8"x8"x8" tee, four (4) 8" Gate Valves, one 8" 90-degree elbow fitting, one 8" end cap with a 2" blow off with valve, and approximately 340 LF +/- of 8" HDPE or PVC piping.
- Connect to existing force main stub out with one 8"x8"x8" tee, two (2) 8" Gate Valve, one 8" end cap with 2" blow off with valve, four (4) 8" 45-degree fittings, 8"x 6" reducer, approximately 430 LF +/- of 8" HDPE or PVC pipe.
- Special conditions for offsite Lot 126 & 127: The potable water meter for each lot will be set at the edge of the road right of away by Lot 100. The 2" proposed water service on the customer side of water meter will remain privately owned and maintained in perpetuity by the owner of the lot being served. The 4" sewer laterals are shown to be installed prior to Sanitary Sewer Manhole #19A. The 4" sewer laterals beyond Manhole #19A to the lots will remain privately owned and maintain in perpetuity by the owner of the lot being served.
- All reclaim water mains, services to lots, and proposed irrigation well will remain privately owned, operated and maintained in perpetuity by the developer or its assignment to the HOA.
- All connections to City facilities shall be made at Developer's expense. All water meters 2" and smaller will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

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

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

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

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

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water, wastewater and reuse systems, facilities and improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those systems. As further evidence of this transfer of title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for

the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidences of conveyance required by the City.

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

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed The Oaks At DeLeon Springs, Developer agrees to sign a covenant to support annexation to the City of DeLand. This covenant shall be recorded and shall be binding upon all successors and assigns.

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

701 SOUTH, LLC

CITY OF DELAND

Name: Robert Harding

Title: Manager

ATTEST:

Christopher M. Cloudman

Mayor

ATTEST:

Name:

Secretary

Witness

Witness

Julie A. Hennessy

City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public - State of Florida

Name: _____

My Commission expires: _____

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of January 2024 by Robert Harding the manager of 701 South, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.

Notary Public - State of Florida

Name: Melissa Milligan

My Commission expires: 4/30/27



Contact Information:

GEOTECHNICAL ENGINEER

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SOUTH DAYTONA, FL 32119
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ALLEN & COMPANY
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WINTER GARDEN, FL 34787
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EMAIL: ED@ALLEN-COMPANY.COM

ENGINEER:

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ENVIRONMENTAL CONSULTANT

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OWNER/APPLICANT

701 SOUTH, LLC
C/O ROBERT HARDING
301 E. PINE ST., SUITE 1400
ORLANDO, FL 32801
(407) 244-5673

E-MAIL: ROBERT.HARDING@GRAY-ROBINSON.COM

Utility Contact

WATER/RECLAIM/SEWER

CITY OF DELAND
1101 S AMELIA AVE
DELAND, FLORIDA 32724
(386) 626-7250

City of DeLand

Westside Force Main & Master Pump Station Impact Fee Surcharge

Quentin P. Hampton Associates, Inc.
March 2006

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Introduction

During 2005, the City of DeLand adopted a master plan for the City's utility system. That plan identified the need to construct a new force main system and master pump station on the west side of the service area. This report will evaluate the cost of the improvements required to provide wastewater service. The cost of the improvements will be utilized to establish a development fee surcharge for new units served by the Westside Force Main and Master Pump Station.

The proposed surcharges are additions to the standard fee described in Article II, Section 30-20 of the Municipal Code. The surcharge will apply to new users served by the Westside Force Main.

Background

The original City of DeLand wastewater collection system was designed and placed in service in 1946. During 1967 and 1968, the City constructed more than 200,000 lineal feet of gravity sewer pipe. Those system improvements constructed almost 40 years ago continue to provide service to City wastewater customers.

The 1967 design was based upon a compact service area. The City has now established a substantially larger service area west of the US 17-92 corridor. Capacity is not available within the existing collection system to transport the flow from future west side customers.

In the past when major development has occurred in the service area, each developer has been required to construct the force main extension required for their flow. Victoria Hills constructed 17,000 feet of 14 inch and 18 inch force main as a part of their infrastructure improvements. The Westside Force Main is a major improvement that will serve multiple developments. It is better suited to construction by the City with cost recovery provided by a development fee surcharge.

This analysis will provide recommendations to the City Commission for a development surcharge in the Westside Service Area.

Population Forecast

Population estimates used by DeLand have been based upon projections developed by the Volusia County Metropolitan Planning Organization (M.P.O.). Their estimates were developed for use with the MPO's update of the 2020 Long Range Transportation Plan (LRTP) in 2000.

The MPO's estimates and projections were used for several reasons. First, the MPO projections are based upon mid-level projections developed by the Bureau of Economic and Business Research. Second, the projections are in line with those used for consumptive use and utility planning. Third, the 2020 projection is considered to be conservative. Finally, the estimates and projections are distributed using traffic analysis zones and can be converted for use with utility service areas.

The Westside Force Main and Master Pump Station project has been subdivided into three segments as follows:

Part "A" West New Hampshire to Plymouth Avenue

Part "B" Plymouth Avenue to Glenwood Road

Part "C" Glenwood Road to Brandy Trails WWTP

The traffic analysis zones and 2020 population and flow estimates are summarized in Table 1, 2 and 3 and their location is shown on *Figure 1*.

Table 1 Flow Projections Westside Force Main Service Area			
TAZ Description	% Used	2002 Population	2020 Flow (Gal/Day)
493	100	359	35,900
494	100	313	31,300
532	20	155	15,500
533	100	402	40,200
534	100	522	52,200
535	100	318	31,800
536	50	8	800
537	100	314	31,400
538	100	1,275	127,500
539	100	1,275	127,500
540	100	190	19,000
541	100	359	35,900
542	100	490	49,000
543	100	427	42,700
544	100	471	47,100
545	100	312	31,200
610	100	368	36,800
611	100	951	95,100
612	100	410	41,000
613	100	148	14,800
614	100	1,058	105,800
615	100	740	74,000
616	100	911	91,100
TOTAL		11,776	1,177,600

Table 2 Flow Projections Westside Force Main Part B			
TAZ Description	% Used	2002 Population	2020 Flow (Gal/Day)
520	50	190	19,000
523	100	294	29,400
524	100	220	22,000
525	100	711	71,100
527	100	271	27,100
528	100	73	7,300
529	100	366	36,600
530	100	284	28,400
531	100	1,107	110,700
532	80	618	61,800
536	50	8	800
TOTAL		4,142	414,200

Table 3 Flow Projections Westside Force Main Part C			
TAZ Description	% Used	2002 Population	2020 Flow (Gal/Day)
509	100	1,501	150,100
511	100	2,796	279,600
519	50	114	11,400
520	50	190	19,000
521	50	950	95,000
522	100	1,531	153,100
TOTAL		7,082	708,200

The total population served by the three project pipe segments is 23,000. The estimated average daily flow from that population is 2,300,000 gal/day.

Purpose Westside Force Main And Master Pump Station

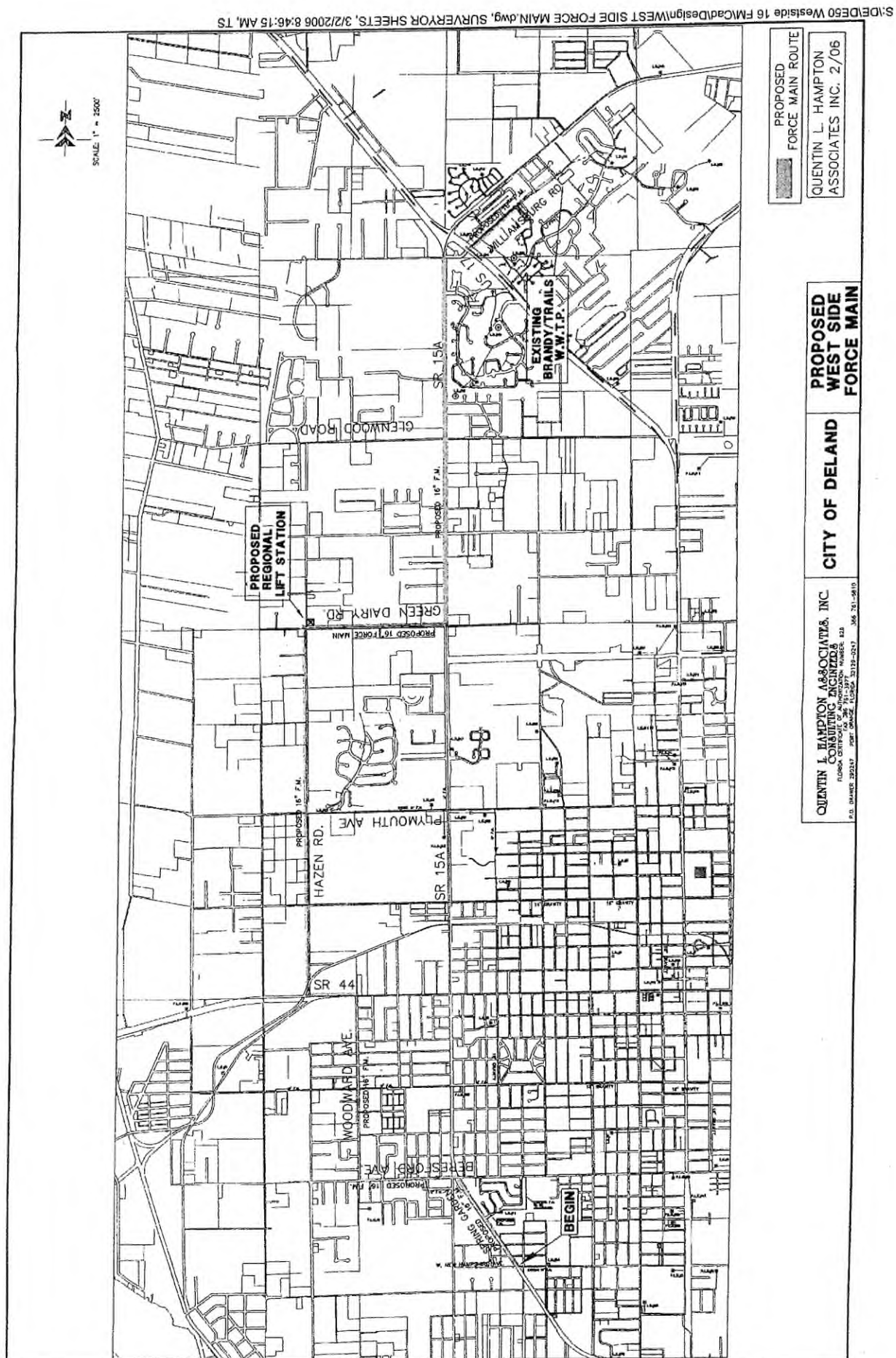
The proposed force main and pump station are shown on *Figure 2*. This force main serves several purposes essential to the provision of wastewater service in the greater DeLand area.

1. The line connects west side development to the Wiley M. Nash WWTP.
2. The line can accept flow currently utilizing the central city system.
3. The line can accept flow currently being treated at the Brandy Trails plant.

A cost estimate for the Westside Force Main and Master Pump Station improvements is shown in Table 4.

Table 4
Construction Cost Estimate
Westside Force Main and Master Pump Station

Location	Item	Quantity	Units	Unit Price	Total Price
Part A	Mobilization	1	EA	\$ 75,000	\$ 75,000
	16" Pipe	16,350	LF	\$ 80	\$ 1,308,000
	Directional Drill Crossing	3	EA	\$ 75,000	\$ 225,000
	Road Repair	7,000	LF	\$ 40	\$ 280,000
	Subtotal Part A				\$ 1,888,000
Part B	Mobilization	1	EA	\$ 75,000	\$ 75,000
	16" Pipe	9,500	LF	\$ 80	\$ 760,000
	Road Repair	3,000	LF	\$ 40	\$ 120,000
	Directional Drill Parallel	5,500	LF	\$ 200	\$ 1,100,000
	Subtotal Part B				\$ 2,055,000



Location	Item	Quantity	Units	Unit Price	Total Price
Part C	Mobilization	1	EA	\$ 60,000	\$ 60,000
	16" Pipe	8700	LF	\$ 80	\$ 696,000
	Directional Drill Parallel	560	LF	\$ 200	\$ 112,000
	Subtotal Part C				\$ 868,000
	Master Pump Station				\$ 500,000
	Total Project Construction				\$ 5,311,000
	Contingencies (15%)				\$ 797,000
	Engineering and Survey (15%)				\$ 797,000
	TOTAL				\$ 6,905,000

The design capacity of the proposed 16-inch force main is based upon acceptable flow velocity and friction loss. For comparative purposes, Table 5 provides alternate capacities.

Table 5
Force Main Capacity

Flow Velocity (Ft/Sec)	Flow Rate (Gal/Min)	Head Loss (Ft/1000 Ft)
4.0	3,174	2.6
4.5	3,571	3.2
5.0	3,968	3.9
5.5	4,365	4.7
6.0	4,761	5.6

Based upon the data in Table 5, it is recommended that the force main capacity be established as 4,000 gallons per minute. The Force main length south of the master pump station on Green Dairy Road is 21,000 feet.

Westside Force Main and Master Pump Station Development Fees

As discussed in the section titled, "Purpose Westside Force Main and Master Pump Station", the line will serve current and future customers. The current customer base that is served is not subject to this development fee surcharge. Those customers currently utilize either the central city collection system or the Brandy Trails WWTP.

A recent development fee study prepared for the City utilized 300 gallons per day as the flow from an equivalent family unit. In Tables 2, 3 and 4, we estimated a wastewater flow of 100 gallons per person per day for those customers. The 2000 census identified 2.92 persons as the average family size in the City of DeLand. This confirms the reasonableness of 300 gallons per day as an "equivalent residential unit (ERU)". The equivalent family unit includes 20 fixture units. Fixture unit counts are used to establish the City's development fee. The City has established a current unit rate for wastewater of \$63.15 per fixture unit, \$1,263 per E.R.U. The west side improvements will be treated as a fee supplement specific to developments served by the proposed improvements.

Fee Calculation

System Capacity	4,000 Gals/Min
Peak Factor	2.5
Average Flow	2,304,000 Gal/Day
Average Use Per ERU	300 Gal/Day
E.R.U.'s Served	7,680
Project Cost	\$6,905,000
Cost/ERU	\$899
	≈ \$900

Summary

The City has established a precedent that development projects requiring line extensions will pay the cost to make the line extension. The capital cost of the Westside Force Main and Master Pump Station exceeds seven million dollars. Costs of this magnitude could preclude development in the western service area. Thus, it is recommended that the City of DeLand construct the improvements and recover a developers pro-rata share via the implementation of a development fee surcharge. The fee should be established as \$900 per E.R.U. The value should be revised after construction to reflect actual costs incurred by the City during construction.

It should be noted that 30 - 35% of the project costs will not be reimbursed by the proposed surcharge. This portion represents the capacity assigned to existing customers which may be served by the new force main. Given a total estimated project cost of \$6.9 million, approximately \$4.7 million should be reimbursed from new development.

**WESTSIDE INTERCEPTOR FORCE MAIN
CONCURRENCY AND FAIR SHARE AGREEMENT
FOR
THE OAKS At DELEON SPRINGS**

This Westside Interceptor Force Main Concurrency and Fair Share Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of DeLand, Florida, a Chartered Florida Municipality located in Volusia County, Florida, ("City") and 701 SOUTH, LLC with its principal office located at 301 East Pine St., Suite 1400, Orlando, FL 32801 ("Developer").

Tax Parcel ID. Numbers:

694002000030

39 & 40-16-29 LOT 3 & LOT 14 EXC S 30 FT & INC LOT 34 EXC S 30 FT & INC LOTS 35 THRU 46 & LOTS 50 THRU 84 & LOTS 86 THRU 119 EXC S 30.18 FT OF LOT 65 & EXC S 9.23 FT OF LOT 66 & INC LOTS 123 THRU 144 & INC LOT 145 EXC N 30 FT & INC LOTS 148 THRU 152 & LOTS 174 THRU 181 & LOTS 158 THRU 165 & LOTS 187 THRU 190 & S 30 FT OF LOTS 157 & 182 TRIANGLE ESTATES MB 11 PG 248 PER OR 2578 PG 1066 PER OR 5470 PG 4458 PER OR 5508 PGS 4258 & 4259 PER OR 5587 PG 3586 PER OR 6318 PG 4750 PER OR 6318 PG 4753 PER OR 6858 PG 3623 PER OR 7085 PG 3415 PER OR 7107 PG 3891 PER OR 7563 PG 3431 PER OR 7687 PG 2571

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, Westside Force Main and Master Pump Station Impact Fee Surcharge Study and the sanitary sewer utility improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed by the parties and their respective professional consultants, and all information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described in the attached Exhibit "A." Developer desires to permit, develop and, if appropriate, plat the real property for an approximately 65.29-acre single-family subdivision (**THE OAKS At DELEON SPRINGS**); and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for wastewater utilities; and

WHEREAS, the City would not have sufficient wastewater transmission lines in the vicinity of the Project without the installation of the Westside Interceptor Force Main such that the Project could not be built without the Westside Interceptor Force Main; and

WHEREAS, the Westside Interceptor Force Main, as more particularly described in the attached Exhibits, is required in order for the Project to meet minimum concurrency requirements for wastewater to support the proposed Project; and

WHEREAS, it would not be feasible for the Developer to install the entire Westside Interceptor Force Main at its sole expense; and

WHEREAS, the Westside Interceptor Force Main will provide sanitary sewer transmission capacity to other developments in the vicinity of the Project such that it is more practical and fair that the City install the Westside Interceptor Force Main and collect from the Developer only its fair share cost of the said Westside Interceptor Force Main; and

WHEREAS, the City is desirous of including the Concurrency Improvements described below in the City's Comprehensive Plan Capital Improvement Element in the next annual amendment; and

WHEREAS, the City and the Developer desire to enter into this Agreement in order to utilize the provisions of Section 163.3180(11) Florida Statutes (2005) to implement the "fair share" process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Construction.** The City agrees to construct, or to have constructed, the Westside Interceptor Force Main in accordance with the plans and specifications for the said project, which plans may be amended from time to time in the normal course of construction. Construction of the Westside Interceptor Force Main will commence and be complete to meet concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence or recommence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
3. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Westside Interceptor Force Main and as a requirement for receiving preliminary plat approval for the Project(s), Developer shall pay to the City a fair share assessment, ("Fair Share Payment"). The Fair Share Payment shall be an amount determined by multiplying the number of lots/units in the subdivision or equivalent residential units for a non-residential project times \$899.00 which is the per residential dwelling unit determined by the Westside Force Main and Master Pump Impact Fee Surcharge Study attached hereto as Exhibit "B". For this project, the number of equivalent residential units is mutually agreed

to be 127. The Developer shall be required to make payment for the total amount of its Fair Share Payment at the time of approval of the preliminary plat or site plan for the Project, and must be received by the City prior to issuance of any development permits by the City. The requirement to make the Fair Share Payment shall be deemed to be a condition of approval of the preliminary plat or site plan for the project, regardless of whether any resolution or other action of the City evidencing approval of the preliminary plat or site plan specifically references such condition. In the event that the actual number of lots approved by way of approval of the final plat exceeds those approved in preliminary plat, then Developer shall pay, as a condition of approval of the final plat, the additional fee for those lots, or be entitled to a refund, as the case may be.

4. **Vested Rights in Wastewater Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's wastewater concurrency requirements for the Project and that the Project shall be fully vested with wastewater concurrency for purposes of development and related Project construction, subject only to the requirement to pay sewer impact fees which become due and payable in accordance with the City's wastewater impact fee ordinance, as the same may be amended from time to time.
5. **No Entitlement to Impact Fee Credits.** Nothing herein is intended to entitle the Developer to any credit toward, or to otherwise reduce its obligation to pay sewer impact fees pursuant to the City's sewer impact fee ordinance, as the same may be amended from time to time.
6. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each

party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct at least one public hearing. At the City's option, one of these public hearings may be held by the City Planning Board.

i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.

ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2005), as amended from time to time.

iii. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment and such other information as the City Staff shall reasonably deem pertinent and appropriate.

iv. All notices shall specify a place where a copy of the proposed amendment can be obtained.

H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

I. Recording. This Agreement shall be recorded by the City in the Public Records of Volusia County, Florida.

J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.

K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF DELAND, a Florida
Municipal Corporation

Printed Name: _____

Printed Name: _____
Christopher M. Cloudman, Mayor

Printed Name: _____

Printed Name: _____

Attest: _____
Julie A. Hennessey, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Christopher M. Cloudman and Julie A. Hennessey, as Mayor and City Clerk, respectively, of the City of DeLand, a Florida municipality, on behalf of the City. They are personally known to me or have produced as _____ identification.

Notary Public, State of Florida at Large Commission Number

WITNESSES:

701 SOUTH, LLC

Melissa Milligan
Printed Name: Melissa Milligan

EMC
Printed Name: Elisabeth Crane

Printed Name: _____

Printed Name: _____

By: [Signature]
Robert Harding / Title: Manager

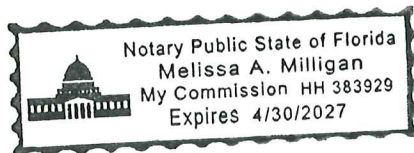
Attest: _____

Name/Title: _____

Date: _____

STATE OF Florida
COUNTY OF Orange

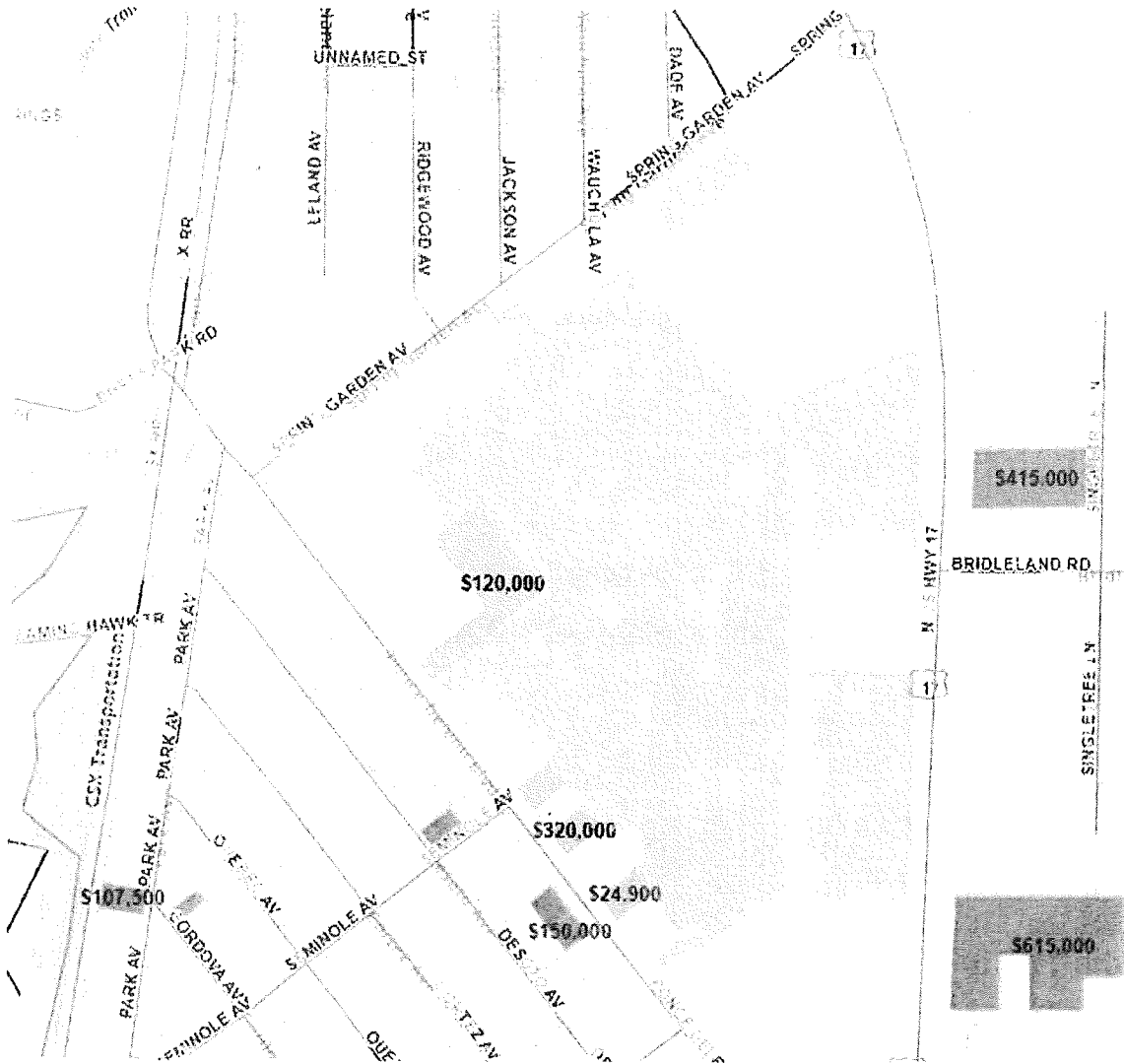
The foregoing instrument was acknowledged before me this 11th day of January, 2024,
by Robert Harding and _____, in their respective
official capacities as manager and _____, respectively, on
behalf of 701 South, a Florida LLC. They
are ☒ personally known to me, or ☐ have produced _____ as
identification.



NOTARY PUBLIC:

[Signature]
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number

The Oaks at Deleon Springs



CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Collective Bargaining Agreement with the International Union of Police Association (IUPA) for Fiscal Year 2023-2024.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director, Michael Grebosz, Asst. City Manager

ATTACHMENTS: City CBA Proposal January 3, 2024 CLEAN, PD Excel January 25 2024

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The most recent Collective Bargaining Agreement (CBA) with the IUPA bargaining unit (Police) expired on September 30, 2023. During the past several months, City staff along with the IUPA bargaining leadership team have negotiated the attached CBA with the Union for Fiscal Year 2023-2024.

Retro pay is included with this CBA and changes will go into effect with the next payroll cycle after its adoption by the City Commission.

Other changes to note with this CBA:

- The starting hourly rate for new officers will be increased from \$23.00 to \$24.00 an hour.
- All officers will receive a \$1.58 increase in their annual rate and, in addition, all non-probationary officers with an annual evaluation of meets standards or better will receive a 3% increase in their hourly rate.
- Officers currently on probation will receive a 3% increase upon passing probation.
- Officers hired on or after the effective date of this CBA will be hired at the \$24.00 an hour rate.
- After the issuance of city provided cell phones for officers in the following payroll cycle, officers will no longer receive a cell phone stipend moving forward.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total cost of the pay adjustments is \$439,021. The FY 2023-2024 budget included \$350,482 for salary increases plus \$80,000 in reserve contingency for a total of \$430,482. The difference of \$8,539 will most likely be covered through vacancy savings or contingency funds.

RECOMMENDATION:

Staff recommends approval of the collective bargaining agreement with IUPA for FY 2023-2024.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
AND
INTERNATIONAL UNION OF POLICE ASSOCIATIONS,
AFL-CIO

COLLECTIVE BARGAINING AGREEMENT
(NON-SUPERVISORY AND SUPERVISORY)

FISCAL YEAR 2023-24

CITY PROPOSAL JANUARY 3, 2024

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of DeLand; hereinafter referred to as the “City” and the International Union of Police Associations, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE 2

RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification Nos. 1906 and 1907. The bargaining units covered hereunder shall be as follows:

INCLUDED: All regular, full-time City of DeLand police officers, police corporals and police sergeants, except for personnel assigned to internal affairs.

EXCLUDED: Police chief, deputy chief, police captains, police lieutenants, personnel assigned to internal affairs, part-time reserve officers, and all other City of DeLand employees.

and

INCLUDED: All regular, full-time City of DeLand police lieutenants, except for lieutenants assigned to internal affairs.

EXCLUDED: Police chief, deputy chief, police captains, police lieutenants assigned to internal affairs, police sergeants, police corporals, police officers, part-time reserve officers, and all other City of DeLand employees.

2.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any bargaining with the City's elected officials.

ARTICLE 3

SEVERABILITY

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 4

NONDISCRIMINATION

4.1 The parties agree that they will not illegally discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable state or federal law. Nothing herein shall restrict the City from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

4.2 The Union and/or its individual members will not illegally discriminate against or harass any employee who does not choose to become a member of the Union.

4.3 There shall be no illegal discrimination, interference, restraint, or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

4.4 An alleged violation of paragraph 4.1 shall be processed through either the grievance and arbitration procedures set forth herein or the procedures established by state and federal discrimination laws, but not both. The filing of a charge or complaint of discrimination with an administrative agency or a court shall bar the processing of a grievance addressing the same or similar subject; the filing of a charge or complaint of discrimination with an administrative agency or court any time after a grievance has been filed shall act as an automatic withdrawal with prejudice of the grievance.

ARTICLE 5

DUES DEDUCTION

5.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this Article.

5.2 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

5.3 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union prior to ceasing the member's dues deductions.

5.4 The City shall forward dues to the Union by electronic funds transfer (EFT), unless requested otherwise by the Union. Should the Union request payment by means other than EFT, the Union shall reimburse the City in the amount of \$100 per pay period for the cost of processing Union dues.

ARTICLE 6

BULLETIN BOARDS

6.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) at a mutually agreeable location in the Police Station.

6.2 The Union shall provide a glass-enclosed and lockable bulletin board for the aforementioned location. The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

6.3 All materials placed upon the bulletin board by the Union will be on official IUPA letterhead and signed by the Union President or his designee. The Police Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

6.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 7

WORK STOPPAGES

7.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

7.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

7.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

7.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article.

ARTICLE 8

EMPLOYEE DISCIPLINARY PROCEDURES

8.1 The City may, as provided for in other Articles of this Agreement and City, Departmental and Divisional policy, discipline employees for just cause. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary actions. The City's grievance procedure shall not apply (or be available) to bargaining unit employees hereunder.

8.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

8.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights.

8.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations to the Police Chief or his designee. In any meeting with the Police Chief or his designee to respond to such allegations, the employee, if he/she requests, shall be allowed representation.

8.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

8.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

8.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period. As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice.

ARTICLE 9

SENIORITY AND LAYOFFS

9.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

9.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Police Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

9.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

9.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status.

9.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the City's Rules and Regulations.

9.6 Bargaining unit employees shall be subject to recall in accordance with the City's Rules and Regulations.

ARTICLE 10

MANAGEMENT RIGHTS

10.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

10.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Police Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Police Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of law enforcement services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Police Department, and, in the case of light duty, anywhere within the organizational structure of the City;
- H. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project; create, expand, reduce, alter, combine, assign, or cease any job as permitted by law;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

- J. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical;
- K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit as permitted by law; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
- L. Lay off and/or relieve employees from duty due to lack of work or lack of funding or any other reason, and to recall employees in accordance with this Agreement;
- M. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- N. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, as permitted by law;
- O. Contract and/or subcontract any existing or future work as permitted by law;
- P. Assign overtime work to employees;
- Q. Fire, demote, suspend or otherwise discipline employees for just cause and in accordance with this Agreement;
- R. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- S. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- T. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency-situations;
- U. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

10.3 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

10.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

10.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

10.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

10.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Union and is required by Florida law, the parties shall meet within ten (10) calendar days to attempt to resolve the impact item. If the impact item is not resolved at that meeting, or if the Union fails to meet with the City within the allotted time period, the City shall have the right to exercise the management right, and either party shall be free to invoke the impasse resolution procedure under the Public Employees Relations Act to resolve the impact item.

ARTICLE 11

SUPERVISORY RESPONSIBILITIES/CONFLICTS OF INTEREST

11.1 It is agreed and understood that Lieutenants are supervisors whose primary duties often times create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, Lieutenants covered hereunder must, at all times, act in the best interest of the City as determined by City Management, the Police Chief and other authorized management officials. Accordingly, the Lieutenants covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to the following:

- A. Supervising a shift and directing related operations, including the supervision of all shift personnel.
- B. Supervising scenes and incidents, including the direction of personnel and equipment as required.
- C. Assigning work duties to all subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.
- E. Conducting internal investigations.
- F. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling.
- G. Training and/or administering the training of subordinate personnel.
- H. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees.
- I. Enforcing all City and Departmental rules, regulations, policies, procedures, and guidelines and making recommendations concerning revisions thereto.
- J. Conducting law enforcement investigations in accordance with procedural guidelines.
- K. Purchasing materials and equipment within policy guidelines and making recommendations concerning departmental purchases.
- L. Timely and accurately completing all required forms, reports, and other paperwork.
- M. Providing budgetary input as required.

- N. Administering and participating in public education programs.
- O. Participating in committees, task forces, or other work groups as assigned by the Department or the City.
- P. Performing such other duties and responsibilities as are required under the Departments rules, regulations, policies, and procedures and/or as assigned by appropriate management authority.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

12.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration, unless the Union’s refusal to advance the grievance to arbitration is because the employee is not a dues paying Union member. In either case, the procedure to be followed will be the same. Grievances regarding discipline of written reprimands or below cannot be advanced to arbitration. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Department Head or his designee at Step 2, within the time period prescribed in Step 1.

12.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee’s Deputy Chief or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Department Head. The grievance shall be signed by the aggrieved employee or Union representative and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Police Chief, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Chief or his designee shall then be taken up with the Police Chief or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Police Chief or his designee within ten (10) calendar days after the due date for the Deputy Chief’s response in Step 1 above. The Police Chief and/or his designee shall meet with the grievant (whether it be an

individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within ten (10) calendar days after such meeting, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Police Chief's Response in Step 2 above. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Police Chief, and the Human Resources Director) within ten (10) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

12.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

12.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

12.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

12.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon

any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

12.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

12.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

12.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

12.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

12.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.

12.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his/her own. Such fees and/or costs shall be borne by the individual.

12.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

12.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any performance review or disciplinary action, including termination, of probationary employees.

ARTICLE 13

RULES AND REGULATIONS

13.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto, except as superseded or modified herein.

13.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Police Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

13.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

13.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 14

UNION BUSINESS

14.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union; provided, however, that such non-bargaining unit supervisor or other Departmental official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor shall not set a precedent for the settlement of any other disagreement involving the same or other employees.

14.2 The City shall recognize two (2) Union Stewards and one (1) Alternate Union Steward to represent bargaining unit employees. A written list of the Union Stewards and the Alternate Union Steward shall be furnished to the Human Resources Director and the Police Chief prior to the effective date of the Union Stewards and Alternate Union Steward assuming their duties. Prompt written notification of changes in the Union Stewards and the Alternate Union Steward shall be provided to the Human Resources Director and the Police Chief. No Union Stewards or Alternate Union Steward will be recognized by the City unless such written notification was presented prior to such Union Stewards or Alternate Union Steward assuming his/her duties.

14.3 The Union Stewards and the Alternate Union Steward shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Union Stewards and the Alternate Union Steward shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

ARTICLE 15

BENEFITS AND LEAVE

15.1 The City shall provide bargaining unit employees benefits and leave in accordance with the City's Rules and Regulations.

15.2 Bargaining unit members shall be provided health insurance on the same basis as provided to general non-bargaining unit employees of the City, including any increased costs or changes in benefits provided to general non-bargaining unit employees.

15.3 Effective October 1, 2011, Spring Day and Safety Day will be eliminated for all bargaining unit members.

15.4 Christmas gift cards shall be provided to bargaining unit members on the same basis as provided to general non-bargaining unit employees of the City.

15.5 Bargaining unit members hired after October 1, 2010 will not be eligible for Service Recognition Check upon retirement.

15.6 Bargaining unit members shall be entitled to a total of two (2) Personal Days for fiscal year 2023-24. These Personal Days must be used by September 30, 2024. Personal Days not timely used are forfeited. New hire probationary employees may not use Personal Days until after successful completion of probation.

ARTICLE 16

REPLACEMENT OF PERSONAL PROPERTY

Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, contact lenses, or wrist watch must provide the Police Chief with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Police Chief with a certified estimate of the cost of repair or replacement of the damaged eyeglasses, contact lenses, or wrist watch. Reimbursement for damaged eyeglasses or contact lenses shall not exceed One Hundred and Fifty Dollars (\$150.00). Reimbursement for damaged wrist watches shall not exceed Seventy-Five (\$75.00).

ARTICLE 17

TRANSFERS AND REASSIGNMENTS

Except as otherwise provided in this Agreement, transfers and reassignments shall be within the discretion of management.

ARTICLE 18

PENSION

18.1 The City shall provide bargaining unit employees with pension benefits as approved by the City Commission.

18.2 The City shall maintain a fund that will support a ½% cost of living adjustment (COLA) for the police pension fund for employees that have at least 20 years of continuous full-time service at the time of retirement from full-time City employment or have at least 10 years of continuous service with the City and are age 55 at the time of retirement from full-time City employment. COLAs will be effective on the anniversary date of retirement. Effective October 1, 2012, bargaining unit employees employed by the City as of March 21, 2011 shall be entitled to receive an additional one and one-half percent (1 ½ %) COLA on the date beginning three (3) years after the eligible bargaining unit employee's date of retirement or upon attaining age 55, whichever is earlier.

18.3 Effective October 1, 2013, payout and counting of accrued sick, vacation, or other leave toward "compensation" for pension purposes shall be prohibited in accordance with Section 185.02(4), Florida Statutes, as amended. The amount of sick, vacation, or other leave accrued by bargaining unit employees as of September 20, 2013 shall continue to be eligible for payout and counting toward "compensation" for pension purposes at the time of retirement up to the amount of accrued leave existing as of September 20, 2013 and in accordance with the rules for payout that existed as of September 20, 2013.

ARTICLE 19

PROMOTIONS

19.1 Promotional procedures and eligibility for promotions to positions included in the bargaining unit under Article 2 (Recognition) shall be in accordance with applicable City Rules and Regulations and Police Department policies.

19.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining unit under Article 2 (Recognition) shall be at the City's discretion.

19.3 If a bargaining unit employee is promoted and then demoted within 24 months of the promotion, the employee upon demotion shall have his/her wages decreased by an amount equal to the amount of increase received upon promotion.

19.4 In the event that a Police Officer is promoted to Sergeant, the Police Chief shall have the discretion to provide a 10% promotional increase or the bottom of the pay range, whichever is greater.

ARTICLE 20

WORK PERIOD AND OVERTIME

20.1 The City shall provide bargaining unit employees overtime and/or compensatory time in accordance with the City's Rules and Regulations (except as distinguished in 20.2 below), and applicable practices such as sick leave not counting as time worked for overtime. All bargaining unit employees shall use the time-keeping record software system for entering and processing time and attendance.

20.2 Bargaining unit employees shall be allowed to accrue a maximum of 84 hours of compensatory time.

ARTICLE 21

CALL-BACK PAY

21.1 Call-back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call-back pay is as follows:

- A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call-back pay at his/her regular straight-time rate or overtime rate, whichever is applicable. Answering telephone inquiries shall not be considered a return to work.
- B. Any employee who is on duty and is instructed and assigned to return to work or to remain on duty and continue working shall be ineligible for call-back pay, but eligible for compensation at his/her straight-time rate or overtime rate, whichever is applicable.
- C. Any employee eligible for call-back pay shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at his straight-time rate or overtime rate, whichever is applicable.
- D. Any employee who appears for court duty outside of his/her scheduled shift shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at the straight-time rate or overtime rate, whichever is applicable.
- E. Any employee who is scheduled for on-call status during off-duty hours and is called in to work while in on-call status shall be paid for his/her actual hours worked with a minimum guarantee of two (2) hours pay at the straight-time rate or overtime rate, whichever is applicable.

ARTICLE 22

NO SMOKING POLICY

22.1 The City of DeLand is continually striving to improve working conditions and protect health of its employees and the general public. In accordance with the “Florida Clean Indoor Act” (Florida Statute 386), the City will provide a healthy, comfortable and safe environment in all respects by prohibiting members covered hereunder from smoking cigarettes, cigars, pipes, e-cigarettes or otherwise using tobacco products of any nature in any City-owned or leased vehicle or building, in any public or private place where smoking is prohibited by state law or City ordinance, or while on a call or while in view of the public. This Article does not interfere with bargaining unit members’ continued ability to use tobacco products on duty in accord with existing departmental policy.

ARTICLE 23

ALCOHOL AND DRUG TESTING

23.1 Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy. Employees covered hereunder (or applicants for positions covered hereunder) may be required to take a drug/alcohol test when:

- A. Applying or reapplying for employment.
- B. Prior to transferring into or out of a unit whose primary responsibilities include the enforcement of drug laws.
- C. Semi-annually, while assigned to a drug enforcement unit, or a unit responsible for securing and holding drugs as evidence.
- D. Prior to assignment to any sensitive position within the Department where there is a strong Departmental interest in keeping the employees drug-free.
- E. At any time when reasonable suspicion exists that an employee has engaged in the illicit use of narcotic drugs or controlled substances.
- F. Pursuant to any random testing program not prohibited by applicable law.

ARTICLE 24

JOB-RELATED INJURY

24.1 Work-related injuries shall be subject to the Florida Workers' Compensation Law, Chapter 440, Florida Statutes, City and Departmental Policy, and any amendments thereto.

24.2 Light duty assignments will be made for employees with work-related injuries/illnesses in the sole and exclusive discretion of the City. An employee who has sustained a work-related injury/illness and has been released by a doctor to return to work with restrictions shall report to the Human Resources Office with a copy of the physician's statement detailing work limitations. If the City determines that productive work is available within the employee's Department and such work is consistent with the employee's medically certified restrictions, the employee may be utilized in his/her own Department. If the City determines that no productive work exists within the employee's medically certified restrictions in the employee's own Department, the employee may be placed in another department. The employees assigned to light duty shall be compensated at the rate of pay applicable to their regular bargaining unit classification times the number of hours actually worked in the light duty assignment.

ARTICLE 25

EMPLOYEE MANAGEMENT COMMITTEE

25.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

- A. The President of the Union (or his designee), two (2) bargaining unit employees, the Police Chief (or his designee), and one (1) command level officer designated by the Police Chief.

25.2 The Employee Management Committee shall meet semi-annually on the dates mutually agreed upon by the participants or more frequently if the parties so agree. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including safety and health. The Committee shall not engage in collective bargaining or resolution of grievances. Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings.

ARTICLE 26

VACATIONS AND LEAVES OF ABSENCES

26.1 The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit employees hired after October 1, 2010 shall accrue vacation and sick leave per pay period as follows:

Vacation Leave Accrual

Years of Service	Years 1-5	Year 6	Year 7	Year 8	Year 9	Year 10
Hours Per Pay Period	4.61	5.07	5.54	6.0	6.46	6.92

Sick Leave Accrual

Years of Service	0-3 Yrs	4+ Yrs
Hours Per Pay Period	2.31	4.62

26.2 After using 84 hours of vacation between October 1 and September 30, bargaining unit employees with 11 Years of Service or more may one time during each fiscal year sell back to the City accrued vacation time up to the employee's current annual vacation accrual less 84 hours.

ARTICLE 27

WAGES AND COMPENSATION

27.1 All bargaining unit employees shall receive a \$1.58 increase to their hourly rate of pay for FY 2023-24. In addition, all non-probationary bargaining unit employees who received an overall rating of meets standards or above on their annual evaluation shall receive a three percent (3.0%) merit increase for FY 2023-24. If the bargaining unit ratifies this Agreement and notifies the City no later than February 5, 2024, the increases set forth in this paragraph shall be retroactive to the beginning of FY 2023-24. Otherwise, these increases will be prospective to commence the first full pay period after complete ratification of this Agreement. See Exhibit A.

27.2 All probationary bargaining unit employees will only receive a three percent (3%) merit increase for FY 2023-24 upon passing probation. If the bargaining unit ratifies this Agreement and notifies the City no later than February 5, 2024, the increases set forth in this paragraph shall be retroactive to the first pay period after a probationary bargaining unit employee passes probation. Otherwise, these increases will be prospective to commence the first full pay period after complete ratification of this Agreement or the first full pay period after each respective probationary bargaining unit member passes probation, whichever shall come later.

27.3 The new minimum hourly rate of pay for a new-hire entry level police officer without prior law enforcement experience is \$24.00/hr. (\$52,416). The Police Chief or his designee shall have the discretion to approve a higher starting rate of pay for anyone who is hired or transferred into a police officer position and has prior law enforcement experience.

27.4 The minimum hourly rate of pay for police corporals is \$26.40/hr. (\$57,657).

27.5 The minimum hourly rate of pay for police sergeants is \$29.04/hr. (\$63,423).

27.6 The minimum hourly rate of pay for police lieutenants is \$33.40/hr. (\$72,945).

27.7 Bargaining unit employees shall receive the following assignment incentives:

- A. Bargaining unit employees assigned to the Detective Division shall receive \$40 per week added to their base for as long as they are assigned to the Detective Division.
- B. Bargaining unit employees assigned to the Traffic Unit shall receive \$40 per week added to their base for as long as they are assigned to the Traffic Unit.
- C. Bargaining unit employees assigned as K-9 Officers shall receive \$40 per week added to their base for as long as they are assigned as K-9 Officers.
- D. Bargaining unit employees assigned as a DUI Officers shall receive \$40 per week added to their base for as long as they are so assigned.

- E. Bargaining unit employees who qualify for bilingual pay under City policy shall receive \$40 per week added to their base for as long as they are so qualified.
- F. Bargaining unit employees assigned as “Meth Lab” Unit Officers or SWAT Unit Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- G. Bargaining unit employees assigned as Animal Control Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- H. Bargaining unit employees assigned as a School Resource Officer shall receive \$40 per week added to their base for as long as they are so assigned.
- I. Bargaining unit employees assigned to the Special Operations and Support Services Division shall receive \$40 per week added to their base for as long as they are so assigned.
- J. Bargaining unit employees who qualify for more than one assignment incentive listed above shall receive a total assignment incentive of \$60 per week added to their base.
- K. Bargaining unit employees assigned to CID/Detective shall receive a clothing allowance of \$250.00 per quarter for as long as they are so assigned.

27.8 Bargaining unit employees assigned as a Field Training Officer shall be entitled to receive two hours of overtime pay per shift when devoting at least two hours with a trainee during a shift.

27.9 It is agreed and understood that pay ranges and wage increases of any kind after September 30, 2024 shall be established through the collective bargaining process based solely on implementation of a new collective bargaining agreement for Fiscal Year 2024-25 (and subsequent Fiscal Years), and where required, the statutory impasse resolution process.

27.10 Effective the first full pay period after complete ratification of this Agreement by both parties or the effective date of the Police Department’s new cellular phone policy, whichever shall come later, bargaining unit employees shall no longer receive any cellular phone stipend from the City.

27.11 Bargaining unit employees shall not receive Out of Class Pay during the first 14 days (pay period) that they are required to work in a higher pay grade. Lieutenants who assume the duties and responsibilities of their subordinate sergeant shall receive an additional 5% increase in pay after the 14th day (pay period).

27.12 The City shall require that third parties provide a four (4) hour minimum for bargaining unit employees for any approved off-duty special detail scheduled through or facilitated by the City.

27.13 Bargaining unit employees who are assigned to regular duties on the night shift/evening shift shall receive Shift Differential pay of \$0.50 per hour added to their base pay for all hours actually worked when assigned. Bargaining unit employees who are regularly assigned to the day shift but work overtime or otherwise fill in for the night shift are not eligible for the Shift Differential pay set forth in this paragraph.

27.14 Bargaining unit employees who are assigned to the two-lieutenant operational patrol platoon leader positions shall receive \$0.50 per hour added to their base pay for all hours actually worked in this assignment.

ARTICLE 28

TAKE-HOME VEHICLES

28.1 Bargaining unit employees may, upon specific written approval of the Chief of Police, be assigned to take-home a City of DeLand vehicle on a permanent or temporary basis. The Chief of Police retains the ultimate authority at any time to revoke approval to permit any bargaining unit member(s) from having a City of DeLand take-home vehicle.

28.2 All bargaining unit employee(s) assigned a take-home vehicle shall adhere to the following policy:

- Bargaining unit employees must possess a valid State of Florida driver's license appropriate for authorized vehicle. Anyone who is restricted to driving for business purposes only does not have a valid State of Florida driver's license.
- Bargaining unit employees must be a certified sworn law enforcement officer, pursuant to Florida law, to be eligible for a take-home vehicle.
- Bargaining unit employees shall not operate a City vehicle while under the influence of drugs, alcohol or any other impairing substance.
- Take-home vehicles are assigned on a voluntary basis. No bargaining unit employee shall be required to have a take-home vehicle as condition of City employment.
- Take-home vehicles shall remain within Volusia, Flagler, Putnam, Seminole or Lake Counties. Vehicles traveling to and from work in the contiguous counties stated above are required to secure written approval of the Chief of Police.
- City vehicles are authorized for traveling to and from work and on a de minimis amount of personal use, which is defined as an insubstantial personal detour that is infrequent in nature. Take-home vehicles may only be used for personal purposes on a de minimis basis, such as an occasional use for a personal errand while using the take-home vehicle for a business purpose during a commute to or from work. While en route to and from work, stops for incidental errands are permitted, as long as it does not violate current policies, such as, but not limited to, the purchasing of alcohol, unapproved transporting of family members or other citizens, secondary employment or other activity that may be an inappropriate use of taxpayer's money.
- Vehicle assignments will be reviewed when deemed necessary by the Chief of Police or a designated City representative.
- The operations of a take-home vehicle to and from work and on a de minimis basis does not constitute work time and the employee is considered off the clock until they arrive at a bona fide work assignment.

- Except as otherwise authorized by the Chief of Police, only approved Department attire will be worn while operating agency vehicles. Bargaining unit employees driving to and from a physical workout program may wear appropriate physical fitness attire. Appropriate shoes shall be worn, and sandals or open shoes of any type (including flip-flops) are not authorized. No clothing which would be considered offensive is authorized. Sworn members must be armed with a department issued handgun and issued badge of authority in the event that he/she must take enforcement action while operating an agency vehicle.
- Bargaining unit employees shall not permit unauthorized persons to ride and/or operate a City owned vehicle.
- Prior to and after use of the take-home vehicle, bargaining unit employees shall inspect the vehicle for damage. Each bargaining unit employee is required to immediately report any new damage (on private or public property) to the attention of the bargaining unit member's supervisor. The supervisor shall determine the necessity for repairs, further investigation and /or documentation of the damage to the Chief of Police and Risk Management. The supervisor will be responsible for any necessary reports and/or inquiries for new or unreported damage.

28.3 Unless otherwise approved by the Chief of Police, bargaining unit employees shall return their assigned vehicles to the Police Department parking lot or designated area if they take more than seven consecutive workdays of leave time and/or if any of the following situations arise:

- The bargaining unit employee is in Workers' Compensation status;
- The bargaining unit employee is in a "no duty" status;
- The bargaining unit employee possesses a suspended, expired, restricted (i.e. business purposes only) or revoked driver's license;
- The bargaining unit employee is placed on administrative leave;
- The bargaining unit employee had their vehicle authorization suspended or terminated;
- The bargaining unit employee is assigned to restricted duty.

28.4 Before returning their assigned vehicles, the bargaining unit employee shall thoroughly clean the vehicle and inspect it for missing equipment.

28.5 A bargaining unit employee who is on on-call status is authorized to utilize their take-home vehicle pursuant to this Article.

ARTICLE 29

ENTIRE AGREEMENT/DURATION

29.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

29.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

29.3 This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2024.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

CITY OF DELAND

**INTERNATIONAL UNION OF
POLICE ASSOCIATIONS, AFL-
CIO**

By: _____

By: _____

Attest:

Attest:

Date:

Date:

Emp No	FUND	Dept	Last Name	First Name	NEW PG	CLASS	Hire Date	Position Date	Base Wk	Hrly Rate	Pay Plan Adjustment	Merit	Promotion Adjustment	Adjusted Hrly Rate
2407	1	1226	Allen	Justin	P104	Lieutenant	01/26/15	08/26/23	42.00	33.01	1.58	1.04		35.63
3071	1	1226	Aymat	Jashual	P101	Police Officer	02/13/23	02/13/23	42.00	23.25	1.58			24.83
2323	1	1226	Bice	Brian	P101	Police Officer - SRO	11/04/13	11/04/13	42.00	28.88	1.58	0.91		31.37
2450	1	1226	Bota	Anthony	P101	Detective	09/21/15	01/07/19	42.00	26.57	1.58	0.84		28.99
2738	1	1226	Burger	Alisha	P101	Police Officer	11/06/18	11/06/18	42.00	27.20	1.58	0.86		29.64
2900	1	1226	Burns	Darius	P101	Police Officer	07/06/21	07/06/21	42.00	23.79	1.58	0.76		26.13
2489	1	1226	Cash	Richard	P101	Detective	09/05/15	03/30/19	42.00	26.37	1.58	0.84		28.79
2945	1	1226	Casseus	Jean	P103	Sergeant	03/15/21	09/07/23	42.00	29.61	1.58	0.94		32.13
2897	1	1226	Clark	Damon	P102	Corporal	08/03/20	09/07/23	42.00	24.98	1.58	0.80		27.36
2058	1	1226	Cody	Richard	P103	Sergeant	07/07/08	03/30/19	42.00	33.68	1.58	1.06		36.32
2490	1	1226	Cooper	William	P101	Police Officer - SRO	09/05/15	03/07/16	42.00	26.20	1.58	0.83		28.61
2907	1	1226	Cortes	Emanuel	P101	Police Officer	09/28/20	09/28/20	42.00	23.79	1.58	0.76		26.13
3090	1	1226	Denatale Jr.	Anthony	P101	Police Officer	10/10/22	10/10/22	42.00	26.03	1.58	0.83		28.44
1794	1	1226	Floryance	Jason	P103	Sergeant	08/29/05	11/10/18	42.00	34.74	1.58	1.09		37.41
3072	1	1226	Frage	Rave	P101	Police Officer	01/31/23	01/31/23	42.00	23.25	1.58			24.83
2955	1	1226	Greene	Devin	P101	Police Officer	10/27/21	10/27/21	42.00	23.79	1.58	0.76		26.13
2830	1	1226	Harris	Michael	P102	Corporal	10/28/19	12/17/22	42.00	26.22	1.58	0.83		28.63
2844	1	1226	Johnson	Roman	P102	Corporal	12/09/19	09/07/23	42.00	26.23	1.58	0.83		28.64
3059	1	1226	Kelly	Javon	P101	Police Officer	10/18/22	10/18/22	42.00	23.25	1.58	0.74		25.57
2610	1	1226	Kryshchenko	Illya	P101	Police Officer	04/27/15	04/27/15	42.00	25.37	1.58	0.81		27.76
3077	1	1226	Loveless	Payton	P101	Police Officer	01/31/23	01/31/23	42.00	23.25	1.58			24.83
2944	1	1226	Lowery	Daisy	P101	Police Officer	11/15/21	11/15/21	42.00	23.79	1.58	0.76		26.13
2880	1	1226	Magee	Lawson	P101	Police Officer	03/03/21	03/03/21	42.00	23.79	1.58	0.76		26.13
1935	1	1226	Mathis	Nicholas	P104	Lieutenant	12/18/06	03/03/18	42.00	36.99	1.58	1.16		39.73
3049	1	1226	McQueen	Jermaine	P101	Police Officer	10/18/22	10/18/22	42.00	25.70	1.58	0.82		28.10
3050	1	1226	Mercado	Angel	P101	Police Officer	10/18/22	10/18/22	42.00	23.25	1.58	0.74		25.57
2902	1	1226	Merhib	Michael	P101	Police Officer	03/22/21	03/22/21	42.00	23.79	1.58	0.76		26.13
2722	1	1226	Miller	Jackson	P101	Detective	08/14/18	08/14/18	42.00	25.59	1.58	0.82		27.99
1882	1	1226	Mirino	Michael	P103	Sergeant	07/24/06	09/07/23	42.00	31.36	1.58	0.99		33.93
1311	1	1226	Morehouse	Bruce	P104	Lieutenant	02/07/97	09/10/11	42.00	44.64	1.58	1.39		47.61
3002	1	1226	Muller	Corey	P101	Police Officer	02/07/22	02/07/22	42.00	23.79	1.58	0.76		26.13
2903	1	1226	Nelson	Stephanie	P101	Police Officer	03/22/21	03/22/21	42.00	23.79	1.58	0.76		26.13
3142	1	1226	Newton	Conor	P101	Police Officer	06/19/23	06/19/23	42.00	25.76	1.58			27.34
1533	1	1226	Pasley	Latisha	P101	Police Officer	07/05/02	12/11/02	42.00	33.62	1.58	1.06		36.26
2944	1	1226	Phillips	Lamar	P101	Police Officer	07/09/21	07/09/21	42.00	23.79	1.58	0.76		26.13
2173	1	1226	Ramkissoo	Ken	P101	Detective	03/21/11	01/07/19	42.00	30.13	1.58	0.95		32.66
3106	1	1226	Renda	Christopher	P101	Police Officer	07/03/23	07/03/23	42.00	23.00	1.58			24.58
2833	1	1226	Rideout	Timothy	P101	Police Officer	10/28/19	10/28/19	42.00	24.98	1.58	0.80		27.36
2857	1	1226	Riedinger	Ryan	P101	Police Officer	06/08/20	06/08/20	42.00	23.79	1.58	0.76		26.13

2266	1	1226 Rioz	Julian	P103	Sergeant	02/04/13	03/30/19	42.00	31.60	1.58	1.00	34.18
2392	1	1226 Rutherford	John	P103	Sergeant	10/17/14	09/01/18	42.00	29.89	1.58	0.94	32.41
2612	1	1226 Salmon	Matthew	P103	Sergeant	06/05/17	12/17/22	42.00	28.86	1.58	0.91	31.35
1299	1	1226 Sanchez	Joseph	P101	Detective	06/19/96	06/19/96	42.00	37.59	1.58	1.18	40.35
2115	1	1226 Santos	Joshua	P103	Sergeant	01/05/10	09/20/14	42.00	35.28	1.58	1.11	37.97
2766	1	1226 Scott	Dylan	P101	Police Officer	02/18/19	02/18/19	42.00	24.98	1.58	0.80	27.36
2622	1	1226 Spires	Roger	P102	Corporal	06/26/17	10/10/20	42.00	30.05	1.58	0.95	32.58
2523	1	1226 Stacy	Michael	P104	Lieutenant	06/27/16	08/26/23	42.00	31.20	1.58	0.98	33.76
2199	1	1226 Stimpson	David	P104	Lieutenant	10/04/11	04/23/22	42.00	34.29	1.58	1.08	36.95
2942	1	1226 Sturdivant	Terrence	P101	Police Officer	04/28/22	04/28/22	42.00	23.25	1.58	0.74	25.57
2377	1	1226 Tagle	Tony	P103	Sergeant	06/16/14	11/20/21	42.00	30.87	1.58	0.97	33.42
2721	1	1226 Torres	Jose	P101	Police Officer	08/06/18	08/06/18	42.00	25.59	1.58	0.82	27.99
2078	1	1226 Walter	Craig	P101	Police Officer	11/24/08	11/24/08	42.00	32.43	1.58	1.02	35.03
2304	1	1226 Welch	Kyle	P101	Police Officer	07/15/13	07/15/13	42.00	28.88	1.58	0.91	31.37
1927	1	1226 Whittier	Matthew	P104	Lieutenant	11/13/06	04/18/15	42.00	42.39	1.58	1.32	45.29
2710	1	1226 Winland	Bobby	P101	Police Officer	07/02/18	07/02/18	42.00	25.59	1.58	0.82	27.99

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Grant of Easement to Duke Energy, Located at 110 East Church Street.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Easement - 110 East Church St, Exhibit A

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The attached easement, if approved, will allow the installation of new switchgear by Duke Energy which is necessitated by the amplified load on the street and the recent developments therein. The new switchgear will upgrade the reliability of the power supply to the current load and ensure uninterrupted supply, thereby meeting the energy demands of the area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Granting this easement to Duke Energy has no fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached easement granting Duke Energy the right to install new switchgear at 110 East Church Street.

BACKGROUND/DISCUSSION:

Staff notes that the subject documents are “blanket easements” which allow Duke Energy to run its lines anywhere on the parcels. The documents provide, however, that they can be replaced with “descriptive easements” each of whose width will be five feet on either side of the power lines installed.

Volusia County, FL
Work Request #: 49288118 _____
STR: 09, 17S, 30E

TEMPORARY EASEMENT TO DUKE ENERGY, 110 East Church Street

THIS TEMPORARY EASEMENT (“Easement”) from **CITY OF DELAND, a Florida municipal corporation**, whose mailing address is 120 S. Florida Avenue, DeLand, Florida 32720 (**“GRANTOR,”** whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (**“GRANTEE”**);

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the temporary right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Volusia County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00-foot-wide Easement Area lying five feet (5.00’) on each side of **GRANTEE**’s Facilities to be installed at mutually agreeable location(s) within the area shown and depicted on Exhibit “A” which is attached hereto and incorporated herein by reference to accommodate present and future development. Tax Parcel Number: 700901070070, as assigned by the Volusia County Property Appraiser.

THIS EASEMENT WILL BE REPLACED with a Descriptive Easement five feet (5.00’) on either side of all facilities installed by **GRANTEE**, as will be shown on a certified surveyed sketch of description to be provided by the **GRANTOR** within ninety (90) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within ninety (90) days after completion of installation, **GRANTEE** will record this easement.

THE RIGHTS HEREIN GRANTED to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**’s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE**’s safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground

structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. **GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

THIS EASEMENT SHALL NOT be recorded in the Official Records of Volusia County unless **GRANTOR** does not provide the required sketch of description as provided above, although the **GRANTEE** may record the Descriptive Easement (Permanent Easement) at its discretion.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this ___ day of _____, 20___, and is effective as of the Effective Date herein.

ATTEST:

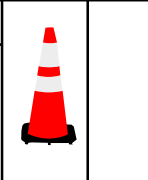
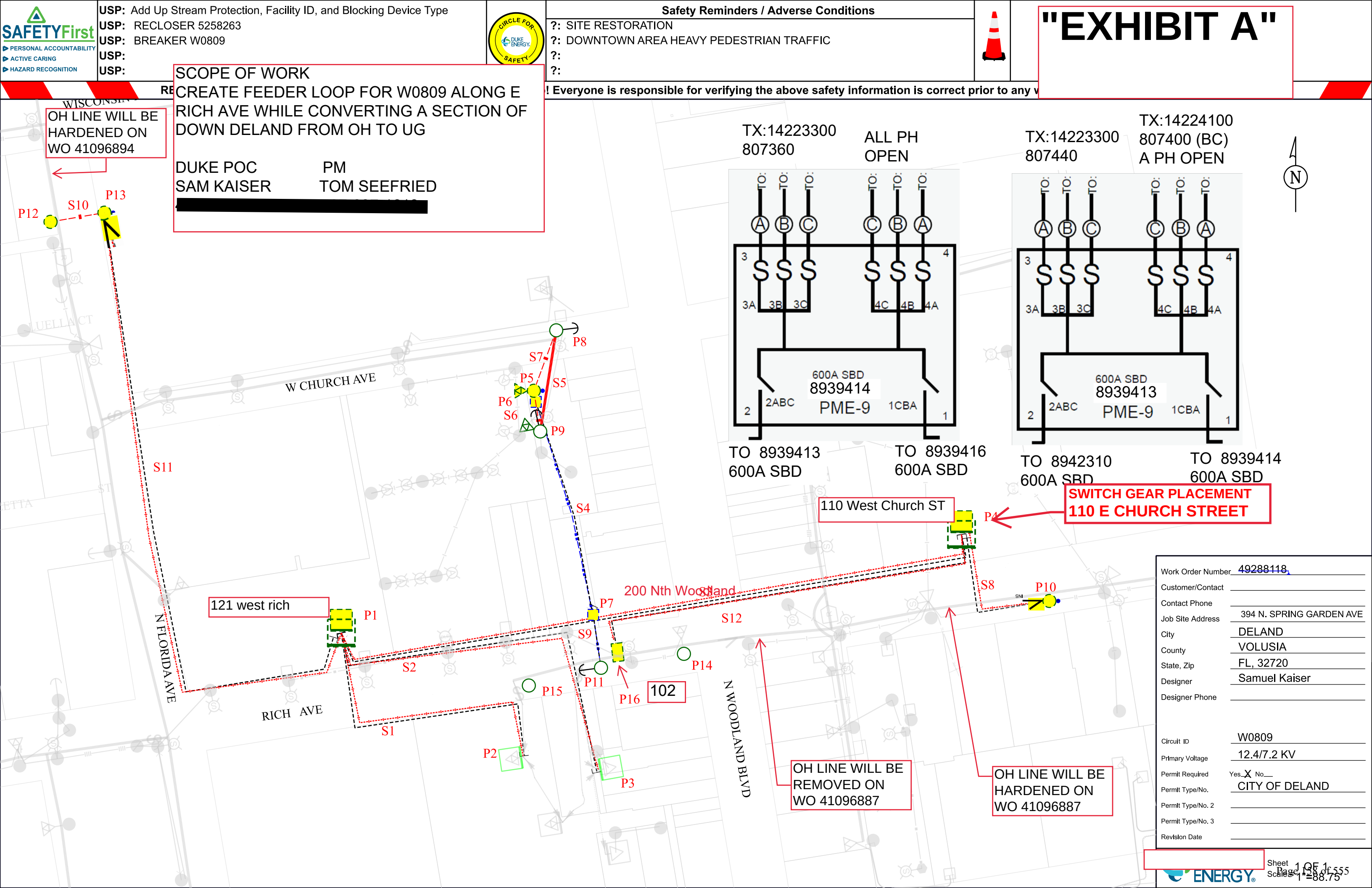
GRANTOR:CITY OF DELAND

Christopher M. Cloudman
Mayor - Commissioner

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney



"EXHIBIT A"

SCOPE OF WORK
RECREATE FEEDER LOOP FOR W0809 ALONG E RICH AVE WHILE CONVERTING A SECTION OF DOWN DELAND FROM OH TO UG

DUKE POC
SAM KAISER

PM
TOM SEEFRIED

! Everyone is responsible for verifying the above safety information is correct prior to any v

OH LINE WILL BE HARDENED ON WO 41096894

P12 S10 P13

S11

121 west rich

W CHURCH AVE

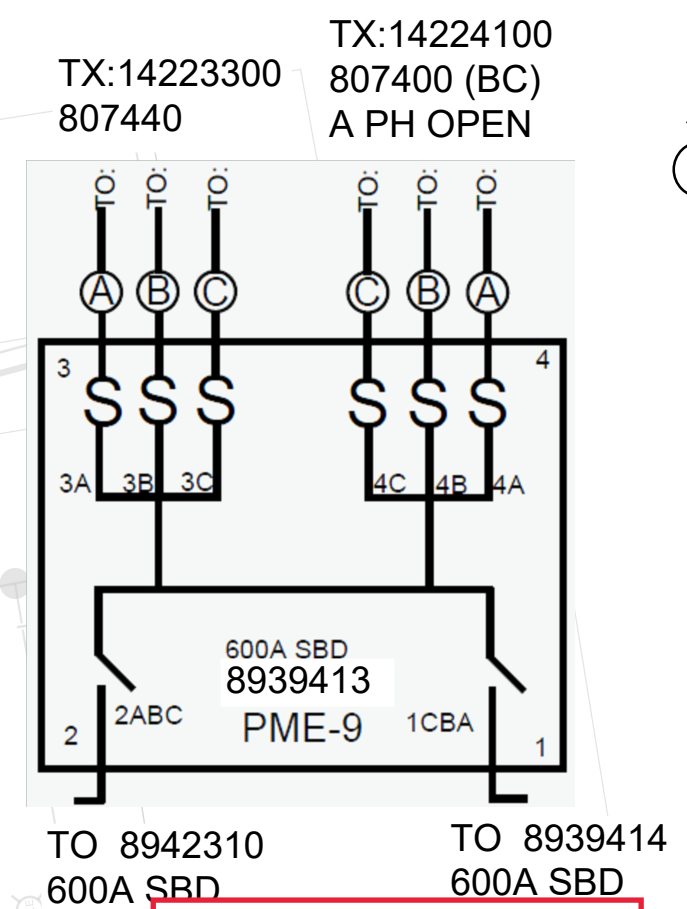
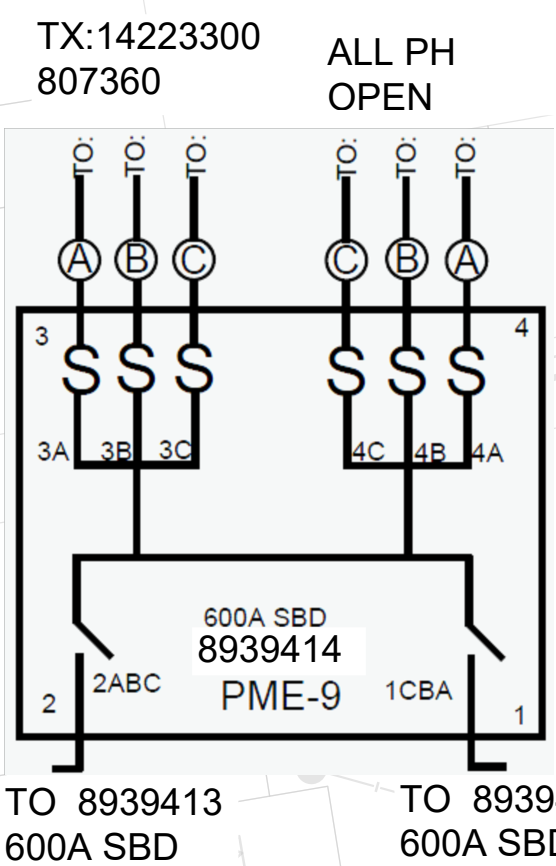
N FLORIDA AVE

RICH AVE

200 Nth Woodland

102

N WOODLAND BLVD



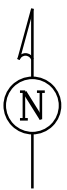
110 West Church ST

SWITCH GEAR PLACEMENT
110 E CHURCH STREET

OH LINE WILL BE HARDENED ON WO 41096887

OH LINE WILL BE REMOVED ON WO 41096887

Work Order Number	49288118
Customer/Contact	
Contact Phone	
Job Site Address	394 N. SPRING GARDEN AVE
City	DELAND
County	VOLUSIA
State, Zip	FL, 32720
Designer	Samuel Kaiser
Designer Phone	
Circuit ID	W0809
Primary Voltage	12.4/7.2 KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY OF DELAND
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

 PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION USP: Add Up Stream Protection, Facility ID, and Blocking Device Type USP: RECLOSER 5258263 USP: BREAKER W0809 USP: USP:	 CIRCLE FOR SAFETY Safety Reminders / Adverse Conditions ?: SITE RESTORATION ?: DOWNTOWN AREA HEAVY PEDESTRAIN TRAFFIC ?: ?:			
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.				
P1 8939413 I-PME-9 P2 14223300807440 E-1000 KVA ABC P3 14224100807400 E-217 KVA BC P4 8939414 I-PME-9 P5 8939415 I-50/2 I-150 KVA ABC WYE-WYE 120/240 V I-500-QPX SEC RISER P6 8939417 I-12X20 PED P7 8939418 I-12X20 PED P8 5258069 E-50/H1 E-DG E-ST LGT HARDENED ON WO 20002280	P9 5258068 E-50/2 E-75/25/25 KVA 120/240 E-SEC RISER E-DG HARDENED ON WO 20002280 P10 8939416 I-50/2 I-600 A SBD N.O I-1000 KCMIL RISER P11 5273409 E-45/T3 E-150 E BC FUSE E-150 E ABC FUSE E-1/0 ABC RISER X2 I-500-QPX SEC RISER OPEN FUSES AFTER BORES ARE DONE RISERS REMOVED ON WO 41096887 P12 8942309 I-50/2 P13 8942310 I-50/2 I-600 A SBD N.C I-1000 KCMIL RISER P14 5273407 E-45/T3 E-50/37.5/37.5 KVA ABC OPEN TX FUSE AFTER P5,P6 ,S7 AND S9 ARE INSTALLED	P15 955008 E-45/T3 E-150 FUSE ABC E-1/0 RISER ABC OPEN FUSES AFTER NEW BORES ARE DONE POLE REMOVED ON 41096887 P16 8942341 I-48X30X24 PULLBOX I-1/0 AL SPL ABC S1-315' I-4" COND I-1/0 AL ABC TRENCHLESS S2-450' I-4" COND I-1/0 AL ABC TRENCHLESS S3-700' I-6" BG COND I-1000 KCMIL ABC TRENCHLESS S4-184' I-4" COND I-500 QPX TRENCHLESS S5-107' R-1/0 ABC R-4/0 QPX S6-10' I-1/0 ABCN SLACK	S7-92' I-1/0 ABCN SLACK S8-85' I-6" BG COND I-1000 KCMIL ABC TRENCHLESS S9-75' I-4" COND I-500 QPX TRENCHLESS R-336 QPX SERVICE OH S10-45' I-795 ABC I-336 N SLACK S11-695' I-6" BG COND I-1000 KCMIL ABC TRENCHLESS S12-465' I-4" COND I-1/0 AL ABC TRENCHLESS	
Work Order Number 49288118 Customer/Contact Contact Phone Job Site Address 394 N. SPRING GARDEN AVE City DELAND County VOLUSIA State, Zip FL, 32720 Designer Samuel Kaiser Designer Phone Circuit ID W0809 Primary Voltage 12.4/7.2 KV Permit Required Yes_X No__ Permit Type/No. CITY OF DELAND Permit Type/No. 2 Permit Type/No. 3 Revislon Date  Sheet Scale 1"=60' Page 159 of 555 11/20/2018				

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Georgia Avenue Stormwater Improvements, Amendment # 1 to CPH Task Order No. 9, Post Design Services.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Task Assignment # 9 Amendment # 1

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

In March 2020, the City Commission awarded an agreement for professional services to CPH, Inc. to provide design, permitting and bidding assistance for Georgia Avenue Stormwater Improvements project. The Old Fire Station Demolition and New Parking project construction is anticipated to start in a few weeks which includes installation of a new 24" storm sewer pipe to carry stormwater runoff from Georgia Avenue bypassing existing undersized storm sewer system through City Hall parking lot to the existing City Hall pond reducing flooding frequency at the low point on Georgia Avenue (Alternate Bid # 2).

The attached proposal from CPH Inc., if approved, will provide post design services for this project. The subject Amendment # 1 to Task Assignment # 9 includes the following services:

1. Attend pre-construction and construction progress meetings for a total of five during construction.
2. Provide shop drawing review and answer to Request For Information (RFI) from contractor
3. Perform Substantial Completion and final completion inspections
4. Review as-built plans provided by the contractor

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Stormwater Enterprise fund will cover the cost in the total amount of \$8,770.00.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Amendment # 1 to Task Assignment No. 9 which includes Post Design Services.

BACKGROUND/DISCUSSION:

N/A

TASK ASSIGNMENT NO. 9

CITY OF DELAND GEORGIA AVE STORMWATER IMPROVEMENTS Amendment No. 1 Post Design Services



November 29, 2023

The following scope of services and associated compensation are based on work to be performed by CPH, LLC, herein after called "CPH" for the **Georgia Ave Stormwater Improvements**, for the City of DeLand herein after called the "CITY". The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the City of DeLand.

PROJECT DESCRIPTION

The City of DeLand has requested the design and analysis of a stormwater retrofit for the conveyance system discharging stormwater at the intersection of Georgia Ave and Florida Ave. The proposed improvements will modify the existing conveyance system by providing a separate piping system to the City Hall pond by means of a new piping system underneath the 60" system to allow for positive drainage to the City Hall pond. The design portion has been completed, and The CITY has requested the below scope of services to provide Post Design services.

SCOPE OF SERVICES

1.0 Post Design Services

CPH will assist the CITY during construction by providing Post Design services for the Georgia Avenue Stormwater Improvement portion of the project. CPH will attend the preconstruction meeting held by the City. CPH will attend a total of five (5) meetings/project reviews during the construction period. Prior to, or following the meetings, CPH will perform a project review to include visual inspection of installed work and work in progress, as well as review of the Contractor's work for general compliance with plans and specifications. CPH will notify the CITY of any observed deficiencies in constructed improvements and/or progress.

CPH will check shop drawings the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CPH will review and approve the shop drawings pertaining the portion CPH designed. CPH will assist the CITY by responding to RFI's from the Contractor. CPH will provide responses to issues related to changes or questions regarding design intent.

CPH will, in conjunction with the CITY representatives conduct a substantial completion inspection of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents in order for the Engineer of Record to certify completion of the work. CPH will prepare a "punch List" of items that are deficient or incorrect.

CPH will assist the CITY in the review of Contractor-provided record drawings/surveys and other as-built data for installed facilities and present any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. As-built drawings must be prepared, signed, and sealed by a Florida Licensed Survey.

CPH will, in conjunction with the CITY representatives conduct a Final completion inspection of the in-place work to determine if all punch list items identified during the substantial completion inspection have been addressed. Upon CITY's acceptance of final inspection and Contractor provided As-Builts.

2.0 PAYMENT / TIME

Compensation paid to the CONSULTANT for services described herein and rendered by principals and employees assigned to the project are computed by multiplying the Standard Rates for each classification of employee directly engaged on the project, times the number of hours worked on the project.

The fees for the services described herein will be as follows:

Task	Description		Total
1	Post Design Services	Hourly	\$8,770.00

The fees are inclusive of other direct expenses and sub consultant services, without increase. Direct expenses and sub consultant costs will be specifically identified in periodic invoicing, and include such items as transportation of principals and employees (in the form of reimbursable mileage) when traveling in connection with the project, photocopies, blueprints, and pots, etc. on invoices submitted which will indicate the hours expended and expenses incurred during that billing cycle.

Payment will be made monthly based on invoices submitted which will indicate the hours expended and expenses incurred during that billing cycle.

Should work be required in any other area not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CITY shall provide CPH with project-related technical data including, but not limited to, the following:

- Any pertinent information concerning this project to which the CITY may have access.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Any Redesign/Plan Revisions
- Construction Surveying/Stakeout Services
- Geotechnical Investigation/Material Testing
- Any other issues not specifically described in this proposal.

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

SIGNATURE BLOCKS

ATTEST:

Printed Name: _____
Title: _____
Authorized Signatory Of Entity

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CPH, Inc.

By: _____
Printed Name: Kurt R. Luman, Jr., P.E.
Title: Sr. Vice President
Authorized Signatory Of Entity

CITY OF DELAND

By: _____
Chris Cloudman
Mayor - Commissioner
Date: _____

Georgia Avenue Stormwater Improvements - Post Design Services								
City of DeLand								
ITEM	DESCRIPTION	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Design Technician	Admin	Expenses	Cost by Task
Current CPH Hourly Rates		\$170.00	\$150.00	\$120.00	\$95.00	\$75.00	\$	\$
1.0 - Post Design Services								
	Pre-Construction Meeting Attendance		2				\$ 30.00	\$ 330.00
	Review of Shop Drawings		4	12		4		\$ 2,340.00
	Review Contractor RFI's		4	12	8			\$ 2,800.00
	Construction Progress Meetings & Site Inspection (up to 5)			10			\$ 150.00	\$ 1,350.00
	Substantial Inspection & Punch List			4		2	\$ 30.00	\$ 660.00
	Review of Contractor provided As-Built's		2	4				\$ 780.00
	Final Inspection & Certificate of Final Completion			4			\$ 30.00	\$ 510.00
	Post Design Services Total	0	13	46	8	6	\$ 240	\$8,770.00
Post Design Services Total								\$8,770.00

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Authorization of Professional Services – 2024 Water Main Improvements Design Change Order No. 1.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order No. 6, Change Order No. 1

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The previous FY 22/23 budget contained several water pipeline construction projects which have been identified as necessary to loop existing water mains and replace undersized lines in order to provide better water circulation and pressure or to extend lines to areas previously underserved. When completed, these projects are expected to improve the water system's performance and increase customer satisfaction with the potable water product they receive.

An RCA was submitted and approved by the City Commission in October 2022 by a continuing professional services contract with Atkins North America, Inc. who provided the attached proposal (Task Order No. 6) for survey and subsurface investigation to locate and identify underground piping, design, and permitting. However, it did not cover any bid phase, construction administration, and (limited) construction phase inspection services, as called out in the special provisions section.

The 2024 Water Main Improvements are now designed and ready to bid. To keep the project moving forward, we need to authorize Atkins North America, Inc to handle the bid phase, construction administration, and provide limited construction phase inspection services. The attached Change Order No. 1 to the Task Order No. 6 previously approved will allow the project to continue moving to bid.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

A total of \$350,000 was included in the previous fiscal year budget to design and permit these projects. The previously awarded amount for professional services associated with this project, including project management, design, permitting, subsurface investigations, and surveying totaled \$204,543. This left a remaining balance of \$145,457 for this project line item that can be put toward this change order.

RECOMMENDATION:

Staff recommends the City Commission authorize Atkins North America, Inc. to perform professional services outlined in Change Order No. 1 for the total amount of \$49,658.41

BACKGROUND/DISCUSSION:

Staff has reviewed and negotiated the proposed professional services fee for Change Order No. 1. Staff believes that the fees proposed are consistent with those paid in the past for similar projects to this and other utility consultants.

Task Order No. 6
To
Agreement For Professional Services
Between
The City of DeLand and Atkins North America, Inc.

2024 Water Main Improvements

THIS TASK ORDER, made and entered into this _____ day of _____ 2022, by and between **the City of DeLand**, Florida, hereinafter referred to as the “CITY” and Atkins North America, Inc. hereinafter referred to as “**ATKINS**”, is issued under the terms of the Agreement For Professional Services between the CITY and ATKINS dated December 18, 2017, hereinafter referred to as the “Agreement”.

WHEREAS, the Agreement provides for ATKINS to be authorized to perform Design and Construction Engineering Services, the CITY and ATKINS, for mutual consideration, agree as follows:

Project Description

The 2024 Water Main Improvements (PROJECT) consists of 4 separate water main improvements to be designed, permitted, bid, and constructed as one project at the following locations within the CITY:

1. Part A – Garfield Avenue and Clearview Avenue Water Main Reinforcement: There is an existing 12-inch water main along Garfield Avenue and an existing 6-inch water main on Clearview Avenue. The proposed potable water main is approximately 320 LF. The proposed 6-inch water main will be installed between Garfield Avenue and Clearview Avenue. The City will be designing this portion. Atkins will provide surveying services via subconsultant. The proposed potable water main improvements include the areas as shown on the project map (**Attachment A**).
2. Part B – West Palmetto/North Street/North Clara/North Florida Water Main Reinforcement: There is an existing 8-inch potable water main on Lake Gertle Road, an existing 12-inch potable water main on North Florida Avenue, and an existing 6-inch potable water main on Woodland Boulevard. This project includes providing approximately 4,000 LF of potable 6-inch along West Palmetto Avenue, North Street, North Clara Avenue, and North Florida Avenue. The proposed 6-inch potable water main would be installed via open trench construction and horizontal directional drill construction, including the connections to the existing 8-inch water main on Lake Gertle Road, the existing 12-inch water main on North Florida Avenue, and the existing 6-inch water main on Woodland Boulevard. New fire hydrants and isolation valves will be provided as part of this project. New water services will be installed. In areas where existing meters are located the City will disconnect the existing service from the existing water main and connect the new service from the new water main. In areas where are no existing meters, the new water services will be buried and marked for connection in the future by the City. The proposed potable water main improvements include the areas as shown on the project map (**Attachment B**).
3. Part C – Lake Ruby/Krinklewood Drive/Ridge Boulevard Water Main Reinforcements: There is an existing 12-inch potable water main along Lake Ruby Road which this project will connect to. This project includes providing proposed approximately 1,500 LF of 6-inch potable water main and 2,800 LF of 12-inch potable water main.. The proposed 6-inch and 12-inch potable water main would be installed via open trench and horizontal directional drill construction, including the connection to the existing 12-inch water main. New fire hydrants and isolation valves will be provided as part of this project. New water services will be installed. In areas where existing meters are located the City will disconnect the

existing service from the existing water main and connect the new service from the new water main. In areas where there are no existing meters, the new water services will be buried and marked for connection in the future by the City. The proposed potable water main improvements include the areas as shown on the project map (**Attachment C**).

4. Part D – Wilmhurst Road and Shane Drive Water Main Reinforcement: There is an existing 8-inch potable water main along Glenwood Road and Mercer’s Fernery Road which this project will connect to at two locations. This project includes providing proposed 6-inch potable water mains along Wilmhurst Road and Shane Drive. The proposed 6-inch potable water main is approximately 3,500 LF. The proposed potable water main would be installed via open trench and horizontal directional drill construction. New fire hydrants and isolation valves will be provided as part of this project. New water services will be installed. In areas where existing meters are located the City will disconnect the existing service from the existing water main and connect the new service from the new water main. In areas where there are no existing meters, the new water services will be buried and marked for connection in the future by the City. The proposed potable water main improvements include the areas as shown on the project map (**Attachment D**).
5. Part E – West Parkway/Oleander Road/W. Orange Road/W. Park Road Water Main Reinforcement: There is an existing 6-inch potable water main along Third Road which this project will connect to at three locations. This project includes providing proposed 6-inch potable water mains along West Parkway, Oleander Road, and W. Orange Road and a proposed 12-inch water main along W. Park Road. The proposed 6-inch potable water main is approximately 2,200 LF and the proposed 12-inch potable water main is approximately 800 LF. The proposed potable water main would be installed via open trench and horizontal directional drill construction. New fire hydrants and isolation valves will be provided as part of this project. New water services will be installed. In areas where existing meters are located the City will disconnect the existing service from the existing water main and connect the new service from the new water main. In areas where there are no existing meters, the new water services will be buried and marked for connection in the future by the City. The proposed potable water main improvements include the areas as shown on the project map (**Attachment E**).
6. Part F – Shell Road/Candy Lane/Fishing Lane Water Main Reinforcement - There is an existing 6-inch water main along Shell Road. The proposed potable water main is approximately 1,800 LF of 6-inch potable water main and 1,600 LF of 4-inch potable water main. The City will be designing this portion. Atkins will provide surveying services via subconsultant. The proposed potable water main improvements include the areas as shown on the project map (**Attachment F**).

ATKINS will provide design, permitting, bidding phase, and limited construction phase services. The CITY will advertise and award the construction contract as well as provide onsite RPR services.

Survey

The survey encompasses the following:

- Part A – Garfield Avenue and Clearview Avenue Water Main Reinforcement as shown on **Attachment A**. Survey to include full width right of way plus 10 feet on each side of the right of way.
- Part B – West Palmetto/North Street/North Clara/North Florida Water Main Reinforcement as shown on **Attachment B**. Survey to include full width right of way plus 10 feet on each side of the right of way.
- Part C – Lake Ruby/Krinklewood Drive/Ridge Boulevard Water Main Reinforcements as shown on **Attachment C**. Survey to include full width right of way plus 10 feet on each side of the right of way.
- Part D – Wilmhurst Road and Shane Drive Water Main Reinforcement as shown on **Attachment D**.

- Part E – West Parkway/Oleander Road/W. Orange Road/W. Park Road Water Main Reinforcement: as shown on **Attachment E**. Survey to include full width right of way plus 10 feet on each side of the right of way.
- Part F – Shell Road/Candy Lane/Fishing Lane Water Main Reinforcement as shown on **Attachment F**.
- Test Holes – Up to 32 test holes (26 in unpaved areas and 6 in paved areas) will be requested at located determined by the Engineer and Owner.

Survey will be completed by a subconsultant. See Task 4.0 for the Subconsultant's Scope of Work.

The specific tasks to be performed and the anticipated level of effort are presented in the attached Project Budget (**See Attachment G**) and are described below. Assumptions made in the preparation of the scope of work have been delineated in this document and the Project Budget, herein attached.

TASK GROUP 1.0 – PROJECT MANAGEMENT

1. Project Management – ATKINS's project manager will manage the efforts of the project team including subconsultants contracted by ATKINS, coordinating quality assurance and control reviews, and monthly progress reporting to the CITY. At each monthly period, the project manager will review progress and schedule as defined herein for reporting purposes.
2. Initial Site Assessment – The ATKINS team will conduct one initial site visit to familiarize team members with the project objectives and site constraints, including potential utility conflicts.
3. Coordinate Site Visits, Meetings & Teleconferences – ATKINS will coordinate with the CITY project site visits, meetings and teleconferences as described herein. Meeting summaries will be prepared by ATKINS.
4. Coordinate with subconsultants and review deliverables from subconsultants.

TASK GROUP 2.0 – FINAL DESIGN

1. Obtain and review available data from the CITY.
2. Coordinate with the utility companies (Progress Energy, Florida Public Utility, City of DeLand, Brighthouse Networks, and Southern Bell) to obtain their record location of underground utilities in the project area. ATKINS will rely on the information without an independent verification.
3. Incorporate CITY comments and prepare construction drawings to the 60% and 90% completion level. It is anticipated that forty (40) drawings will be prepared as follows:
 - a. Four (4) general drawings consisting of a Cover Sheet/Location Map/Drawing Index, General Notes, Standard Abbreviations, and Drafting Legend.
 - b. Thirty (30) plan drawings showing the existing and proposed water main improvements. The scale will be 1" = 20' horizontal. Profiles will not be provided. Areas of conflict and areas crossing Volusia County Roadways will be detailed in individual sections.
 - c. Eight (8) detail drawing sheets, including two (2) sheets for intersection crossings, two (2) sheet for maintenance of traffic (MOT) per Volusia County Developmental Engineering, and four (4) sheets for standard construction details.

4. Prepare specifications at the 60% and 90% completion level, including the Bid Form and Divisions 0 through 16 for the project. ATKINS will use General Conditions from the National Society of Professional Engineers for the Engineers' Joint Contract Documents Committee (EJCDC), 2007 edition.
5. Perform internal quality control (QC) review and incorporate QC comments prior to 60% and 90% submittal.
6. Submit 60% (drawings only) and 90% complete documents (drawings, specifications) to the CITY.
7. Meet with the CITY to review the 60% and 90% documents.
8. Receive final comments from CITY and prepare Bid Ready documents.
9. Perform internal quality control review of Bid Ready submittal.
10. Submit Bid Ready documents to CITY.

TASK GROUP 3.0 – PERMITTING

1. Prepare and submit four (4) Volusia County Health Department “Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs” permit applications and support data for CITY signature. It is anticipated that VCHD will require one permit for each section of this project. CITY will submit permit application and fees to Volusia County Health Department.
2. Provide additional data as requested by the Volusia County Health Department and resubmit.
3. Prepare four (4) permit application submittal package to Volusia County Developmental Engineering for Right of Way Use Permit for review and comment for work within the County Road right-of-way. CITY will submit permit application and fees to Volusia County Development Engineering after CITY signs permit application.
4. Provide additional data as requested by Volusia County and resubmit.
5. Prepare one (1) permit application submittal package to Florida Department of Transportation (FDOT) for Utilities Permit for review and comment for work within the FDOT right-of-way. CITY will submit permit application and fees to Volusia County Development Engineering after CITY signs permit application.
6. Provide additional data as requested by FDOT and resubmit.

TASK GROUP 4.0 –Topographic Survey

ATKINS will provide surveying services through the use of Blackwell and Associates Land Surveyors, Inc. as a subconsultant. See **Attachment G** for the surveyor’s proposal.

Provide a topographic survey and establish the apparent right of way line in accordance with Chapter 61G17-6 of the Florida Administrative Code pursuant to Chapter 472.027, Florida Statutes to include the following:

- a. Prepare a topographic survey with 1 foot contours for two areas lying within the DeLand service

area. Refer to the project area maps included in **Attachments A, B, C, D, E, and F**.

All work performed will be within the platted or prescriptive rights of way with the exception of where a utility may be located outside of said rights of way.

- b. Full right-of-way route survey plus 10 feet on each side of the right of way mentioned in the project description of this task order. Note all breaks in grade.
- c. Baseline for route will be prepared. A minimum of two (2) benchmarks every 1000 feet and one (1) at the beginning and end of each route, will be established and labeled for future construction.
- d. Horizontal and vertical control will be based on NAD 83 (1990 adjustment), State Plane Coordinates for the Florida East Zone and NAVD 1988 datums respectively.
- e. Identify and locate structures, utility features, equipment, centerline and edges of pavement, underground utility locations indicators and markers, driveways, signs, valve boxes, culverts, power poles, manholes, and all other existing equipment. Note any breaks in grade.
- f. Locate all manholes, including gravity sewer, stormwater, drainage, telephone, fiber, etc. as indicate top of rim elevations, pipe size, and inverts.
- g. Locate all electrical pull boxes/concrete vaults, electrical/fiber optic conduit, and concrete encasement for electrical or fiber optic conduits. Include top and bottom elevations for the concrete encasement, invert elevations of conduit that is not encased, rim elevation of pull boxes/concrete vaults.
- h. Locate and identify all underground utilities as marked by the designated utility owner's representative, to include the City of DeLand.
- i. Scale will be 1"=20' and will be provided in AutoCAD 2007.
- j. Three (3) signed and sealed sets of drawings and one (1) CD containing a drawing file and all electronic files associated with the project.

TASK GROUP 5.0 –Subconsultant Test Holes

ATKINS will provide test hole services through the use of Blood Hound Underground Utility Locates as a subconsultant to Blackwell and Associates. See **Attachment I** for the subconsultants test hole proposal.

Provide subsurface Utility Verification (Penetrating) as follows:

- a. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- b. Expose the subject utilities by using non-destructive vacuum excavation methods at approximately **thirty two (32), twenty six (26) in grass and six (6) in asphalt** specific locations to be determined by the Engineer of Record.

- c. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by the client.
- d. Any asphalt/concrete removed will be repaired using like materials.
- e. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
- f. Collect/survey the location of each Test Hole using GPS or conventional surveying equipment, with control furnished by the surveyor.
- g. One (1) test hole reports with sketches of each test hole performed in the project area reflecting all pertinent data for your use.

DELIVERABLES

ATKINS will provide to CITY the following deliverables:

- One (1) full-size and one (1) half size copies of the 60% submittal, drawings only.
- One (1) full-size and one (1) half size copies of the 90% submittal drawings and one (1) bound set of 90% specifications. The Consultant will provide electronic files containing the Bid Ready drawings and specifications in PDF format.
- One (1) full size and one (1) half size copies of Bid Ready drawings and one (1) bound set of bid ready specifications. The Consultant will provide electronic files containing the Bid Ready drawings and specifications in PDF format.
- Three (3) full size sets and three (3) half size sets of construction drawings as well as six (6) set of bound specifications marked "For Construction". All hard copies of the construction drawings and specifications will be distributed to CITY and CONTRACTOR. The Consultant will provide electronic files of the "For Construction" drawings and specifications in PDF format.

SPECIAL PROVISIONS

The following Special Provisions, if any, shall qualify or supplement any provision in this Task Order, and shall override and take precedence over any provisions with which they may be in conflict:

1. Bid Phase Services and Construction Phase Services will be provided under a separate task order
2. It is assumed that no additional users will be added to any of the proposed water main constructed during this project.
3. The size of the existing potable water mains and sanitary sewer mains will be provided by the CITY.
4. Based on our current understanding of the utility routes, we assume the site is environmentally clean and ecologically clear.
5. Utility easements, title review and title search work are not included. CITY will provide title search for right-of-way and/or easements for all areas of construction not covered by Volusia County recorded plat

records or Volusia County right-of-way maps. ATKINS can provide the services of a title company to research existing right-of-way or easements for the above mentioned streets upon written request from the CITY and upon agreement on an appropriate Scope and Fee.

6. Horizontal control will be based on Florida State Plane coordinates.
7. Vertical control will be relative to the National American Vertical Datum (NAVD) of 1988, based on published benchmarks.
8. Right-of-way lines will be per recorded subdivision plat(s).
9. Services by ATKINS, to satisfy Volusia County requirements regarding Maintenance of Traffic plans prepared by the Contractor shall be considered additional services to this agreement and an appropriate scope and fee commensurate to the tasks, if required, shall be provided to the CITY at that time for authorization.
10. Once the Scope of Work is initiated, any changes requested by the CITY will be handled through a Change of Scope with an appropriate fee commensurate with the Task.
11. Permit application fees shall be paid by the CITY.

INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

- CITY will provide ATKINS with the following information and services at the time of notice to proceed and ATKINS may reasonably rely on this information for use on the project:
- Access to CITY facilities and properties.
- All existing permits and regulatory correspondence related to the project.
- Copies of existing drawings and plans for the areas of the proposed improvements.
- Water lines and water service connections to be marked by the CITY prior to the survey. Sanitary sewers, service connections and force mains to be marked by the CITY prior to the survey.
- Provide contact name and phone numbers, if available, for the utility systems located within the PROJECT area, including telecommunications and electric power systems.
- Provide ATKINS copies of easements, rights-of-way, and agreements related to the site.
- Review and approve submittals made by ATKINS to CITY as set forth herein in a timely manner. All comments shall be provided to ATKINS in written form by the CITY.
- Pay all required permit application fees for the PROJECT.
- Provide assistance and/or services for activities not defined herein but related to the Project.
- CITY agrees to incorporate language requiring that Contractor indemnify CITY and ATKINS in Contractor's liability policy, naming both CITY and ATKINS as additional insureds as part of the Construction Contract Documents.

SCHEDULE

The services described above are anticipated to be completed in accordance with the following summary. Unless noted otherwise, all time durations listed below are calendar days measured from the date upon which ATKINS receives the authorization to proceed for each phase of work. Surveyor expected to begin within 30 days after ATKINS receives the authorization to proceed.

- The 60% documents will be submitted to CITY for review within 90 days after the receipt of Notice to Proceed (NTP) from the CITY or 60 days after the receipt of the survey, whichever occurs later.
- The 90% documents will be submitted to CITY for review within 45 days after the receipt of CITY's comments on the 30% documents.
- The Final Contract Documents (Bid Ready submittal of plans and specifications), will be submitted to CITY for use in Bidding Phase within 30 days after the receipt of CITY's 90% review comments.
- All permit applications will be submitted to the respective regulatory agencies after the 90% review meeting and prior to the submittal of the Bid Ready Contract Documents to the CITY.

SUBCONSULTANTS

ATKINS will use the services of specialized Subconsultant(s).

- Blackwell and Associates Land Surveyors, Inc. – Topo Survey
- Blood Hound Underground Utility Locates – Test Holes

COMPENSATION

ATKINS will be paid a lump sum fee of \$ **204,542.50** for the services described herein. Monthly progress payments will be utilized, based on the percent complete as established by ATKINS. The attached Project Budget (**Attachment G**) represents the basis for this fixed price lump sum fee.

Other Provisions

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of Project activities. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services.

Agreed to by:

Atkins North America

City Of DeLand



Matthew Taylor, PE
Senior Division Manager

Robert F. Apgar
Mayor

10-5-2022

Date

Date

Attest

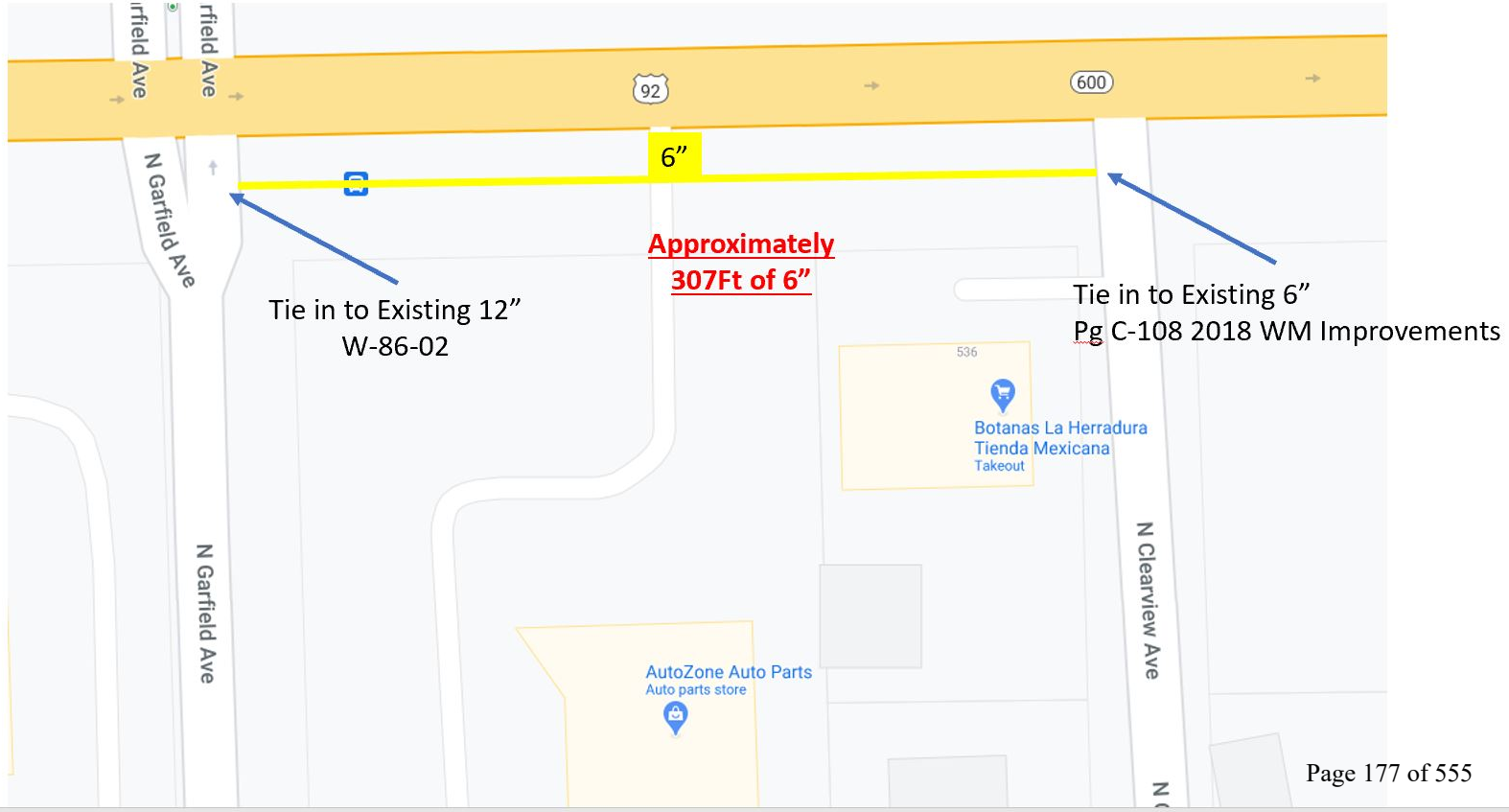
Julie Hennessy
City Clerk

Date

Attachment A – Project Map – Part A – Garfield Avenue and Clearview Avenue WM Reinforcement
Attachment B – Project Map – Part B – W. Palmetto/North Street/N. Clara/N. Florida WM Reinforcement
Attachment C – Project Map – Part C – Lake Ruby/Krinklewood Drive/Ridge Blvd WM Reinforcement
Attachment D – Project Map – Part D – Wilmhurst Road and Shane Drive WM Reinforcement
Attachment E – Project Map – Part E – West Parkway/Oleander Rd/Orange Rd/ Park Road WM Reinforcement
Attachment F – Project Map – Part F – Shell Road/Candy Lane/Fishing Lane Water Main Reinforcement
Attachment G – Project Budget
Attachment H – Subconsultant Topo Survey
Attachment I – Subconsultant Survey Test Holes

Attachment A
Project Map – Part A
Garfield Avenue and Clearview Avenue WM Reinforcement

Garfield Ave & Clearview Ave 6" Reinforcement Part A



Attachment B
Project Map – Part B
W. Palmetto/North Street/N. Clara/N. Florida WM Reinforcement

West Palmetto Ave / North Street / North Clara / North Florida 6" Reinforcement
Part B



Attachment C
Project Map – Part C
Lake Ruby/Krinklewood Drive/Ridge Blvd WM Reinforcement

Lake Ruby / Krinklewood Dr / Ridge Blvd 12" and 6"
Reinforcement
Part C

Approximately
2,806Ft of 12"

Approximately
1,425Ft of 6"



Attachment D
Project Map – Part D
Wilmhurst Road and Shane Drive WM Reinforcement

Wilmhurst Rd & Shane Dr 6" Reinforcement
Part D

Approximately
3,453Ft of 6"



Attachment E
Project Map – Part E
West Parkway/Oleander Road/W. Orange Road/W. Park Road WM
Reinforcement

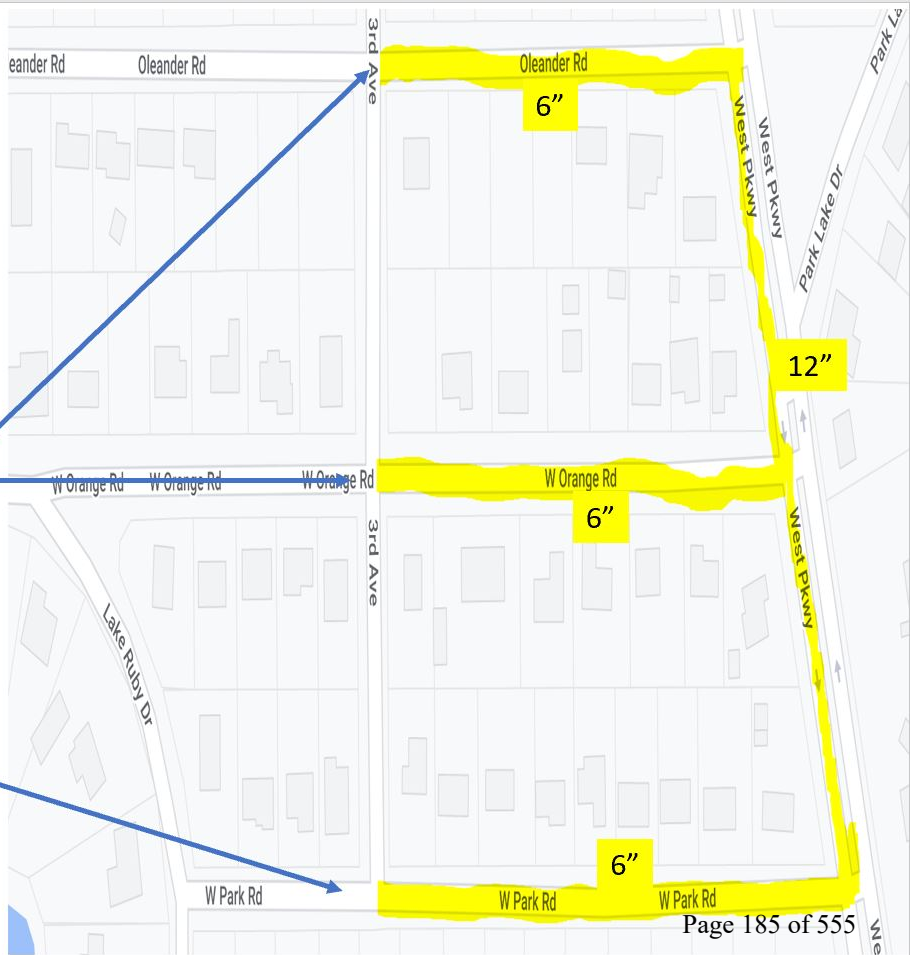
W Parkway / Oleander Rd / W Orange / W Park Rd/
12" & 6" Reinforcement
Part E

Approximately
2,177Ft of 6"

Approximately
800Ft of 12"

Tie in to Existing 6"
2019 WM
Improvement

Tie in to Existing 6"
2021 WM
Improvement



Attachment F
Project Map – Part F
Shell Road/Candy Lane/Fishing Lane Water Main Reinforcement

N She
N Shell Rd/ Fishing Ln / Candy Ln
6" & 4" Reinforcement
Part F

Approximately
1,758Ft of 6"

Approximately
1,562Ft of 4"



Attachment G Project Budget



Member of the SNC-Lavalin Group

Cost Proposal - Detail

2024 WM Improvements

City of DeLand

(Contract #)

Submittal Date: Jan-00-1900

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
1	Project Management						

Labor

Project Manager - PM	Home	200.00	Hr	72.0	14,400.00
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Labor Total	72	14,400.00
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ODCs	200.0	200.00
------	-------	--------

Copies & Prints	1.0	LS	200.0	200.00
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Subcontract and Expenses Total	200.00
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1	Project Management Total	14,600.00
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2 Final Design

Labor

Sr Engineer IV	Home	230.00	Hr	32.0	7,360.00
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Project Manager - ENG	Home	200.00	Hr	68.0	13,600.00
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Engineer III	Home	125.00	Hr	236.0	29,500.00
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Sr Designer I	Home	125.00	Hr	320.0	40,000.00
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Admin Coordinator	Home	80.00	Hr	34.0	2,720.00
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Labor Total	690	93,180.00
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ODCs	1,100.0	1,100.00
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Copies & Prints	1.0	LS	1,100.0	1,100.00
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Subcontract and Expenses Total	1,100.00
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2	Final Design Total	94,280.00
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3 Permitting Services

Labor



Member of the SNC-Lavalin Group

Cost Proposal - Detail

2024 WM Improvements

City of DeLand

(Contract #)

Submittal Date: Jan-00-1900

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Project Manager - ENG	Home	200.00	Hr	46.0	9,200.00
		Engineer III	Home	125.00	Hr	56.0	7,000.00
		Sr Designer I	Home	125.00	Hr	24.0	3,000.00
Labor Total						126	19,200.00
ODCs							900.00
		Copies & Prints		1.0	LS	900.0	900.00
Subcontract and Expenses Total							900.00
3	Permitting Services Total						20,100.00
4	Support Services - Topo Survey						
	Subcontract & Consultants						52,537.50
		Survey		1.0	LS	52,537.5	52,537.50
Subcontract and Expenses Total							52,537.50
4	Support Services - Topo Survey Total						52,537.50
5	Support Services - Test Holes						
	Subcontract & Consultants						23,025.00
		Survey		1.0	LS	23,025.0	23,025.00
Subcontract and Expenses Total							23,025.00
5	Support Services - Test Holes Total						23,025.00
Total Extended Price							204,542.50

Attachment H

Subconsultant Topo Survey

Blackwell & Associates

LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

September 13, 2022

Chad Seltzer, P.E.
Atkins
482 S. Keller Road
Orlando, FL 32810

Proposal for Specific Purpose Survey for the City of Deland - Water Main 2024 Part A-F (18,258 LF +/-)

Dear Chad,

Blackwell & Associates is pleased to submit this proposal of professional land surveying services to you for the above-referenced project.

This firm will provide a Specific Purpose Survey for Right of Way, Utility Location and Topographical Survey in the specific areas described in the email as Part A. The survey will be done in accordance with the scope of services provided in Exhibit "A."

Part A = \$2,075.00
Part B = \$10,917.50
Part C = \$11,635.25
Part D = \$9,495.75
Part E = \$9,286.75
Part F = \$9,130.00
Total = \$52,540.25

All work performed will be in accordance with Chapter 5J-17.05.1 FAC and under the direct supervision of a Florida Registered Professional Surveyor and Mapper. If you have any questions concerning this proposal or require additional information, please contact Megan at this office.

Sincerely,

Robert R. Evers

Robert R. Evers
PLS
Project Manager

Proposal Accepted By:

Signature of Responsible Party

Printed Name of Responsible Party

Title

Date

Exhibit "A"

Task 1

- a) Prepare a topographic survey with 1-foot contours for two areas lying within the DeLand service area. Refer to the project area maps included in **Attachments A, B, C, D, E, and F.**

All work performed will be within the platted or prescriptive rights of way with the exception of where a utility may be located outside of said rights of way.

- b) Full right-of-way route survey plus 10 feet on each side of the right-of-way mentioned in the project description of this task order. Note all breaks in grade. At intersections with roads, **please include the entire intersection of said roadways.**
- c) Baseline for the route will be prepared. A minimum of two (2) benchmarks every 1000 feet and one (1) at the beginning and end of each route, will be established and labeled for future construction.
- d) Horizontal and vertical control will be based on NAD 83 (1990 adjustment), State Plane Coordinates for the Florida East Zone, and NAVD 1988 datums respectively.
- e) Identify and locate structures, utility features, equipment, centerline and edges of pavement, underground utility locations indicators and markers, driveways, signs, valve boxes, culverts, power poles, manholes, and all other existing equipment. Note any breaks in grade.
- f) Locate all manholes, including gravity sewer, stormwater, drainage, telephone, fiber, etc. as indicated top of rim elevations, pipe size, and inverts.
- g) Locate all electrical pull boxes/concrete vaults, electrical/fiber optic conduit, and concrete encasement for electrical or fiber optic conduits. Include top and bottom elevations for the concrete encasement, invert elevations of conduit that is not encased, and rim elevation of pull boxes/concrete vaults.
- h) Locate and identify all underground utilities as marked by the designated utility owner' representative, including the City of DeLand. We will notify the City prior to starting the survey. Typically, they mark one area at a time.
- i) Scale will be 1"=20' and will be provided in AutoCAD.
- j) Three (3) signed and sealed sets of drawings and one (1) CD containing a drawing file and all electronic files associated with the project.

Task 2

- a. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- b. Expose the subject utilities by using non-destructive vacuum excavation methods at approximately twenty (20) locations in grass areas and five (5) locations in paved areas. The specific locations to be determined by the Engineer of Record.
- c. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by the client.
- d. Any asphalt/concrete removed will be repaired using like materials. Cores in Volusia County roads shall be circular cores.
- e. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
- f. Collect/survey the location of each Test Hole using GPS or conventional surveying equipment, with control furnished by the surveyor.
- g. One (1) test hole reports with sketches of each test hole performed in the project area reflecting all pertinent data for our use.

Attachment I
Subconsultant Survey Test Holes

Blackwell & Associates
LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

September 20, 2022

Chad Setzer, P.E.
Atkins
482 S. Keller Road
Orlando, FL 32810

Re: Proposal for Locates Task # 2 for the City of Deland Part A-F

Dear Mr. Setzer,

Blackwell & Associates is pleased to submit this proposal of professional land surveying services to you for the referenced project.

This firm will subcontract with Bloodhound LLC to complete Task # 2 Parts A to F. The survey will be done in accordance with the scope of services provided in Exhibit "A".

The price to complete Task #2 services will be \$23,025. (see Bloodhound Estimate Attachment) We estimate it will take 4 weeks to complete from the "Notice to Proceed" date. (weather permitting)

All work performed will be in accordance with Chapter 5J-17.05.1 FAC and under the direct supervision of a Florida Registered Professional Surveyor and Mapper. If you have any questions concerning this proposal or require additional information, please contact Megan at this office.

Sincerely,

Robert R. Evers

Robert R. Evers
PLS Project Manager

Proposal Accepted By:

Signature of Responsible Party

Printed Name of Responsible Party

Title

Date

Blood Hound
6500 Technology Center Dr.
Suite 200
Indianapolis, IN 46278



ESTIMATE

Created Date 9/16/2022
Expiration Date 12/15/2022
Estimate Number 75333

Customer	Blackwell and Associates	Name	Megan Blackwell
Billing Phone	(386) 734-8050	Phone	407-806-4124
Billing Address	995 Volusia Ave Deland, FL 32730 US	Email	megan@blackwellsurveying.com
Job Site Location	Multiple sites, Deland, FL, 32724		

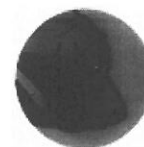
Product	Invoice Description	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	Advantage Locate (hourly rate)	16.00	\$200.00	\$3,200.00
Fuel Surcharge	Fuel Surcharge	1.00	\$25.00	\$25.00
Vacuum Excavation (Hourly)	Vacuum Excavation (Hourly rate)	72.00	\$275.00	\$19,800.00
Grand Total				\$23,025.00

Scope of Work

Customer SOW survey
BHUG SOW

Customer has requested an estimate for the following scope of work:

- The following work is being performed to Quality Level B standards in accordance with CI/ASCE 38-02.
- Client has requested an estimate to horizontally locate specific private or *public detectable underground utilities in areas to be determined by the Engineer of Record (EOR), but tentatively assumed to be thirty-two (32) separate locations.
- A print or image was provided to review to assist with the estimate. However, pre-marking or a meet on site will be required to confirm the locate area and assist with access.
- Customer is advised the horizontal portion of this estimate is based on a 2-hour minimum, with a not to exceed limit. Any additional time required on site to complete the task beyond the 2-hour minimum will be invoiced in 15-minute increments @ \$50 per increment, not to exceed 16 hours.
- Note: A nominal per hour fee is included in this estimate for QL-B. To provide the best service possible it will be necessary to horizontally locate the target lines if A) Sunshine 811 locators do not respond to the locate request and B) the locate marks and / or the provided plans are inaccurate.
- EM and Real-Time GPR Locating equipment will both be utilized to locate and mark the target lines.
- Customer is advised that Blood Hound utilizes water-based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling. All discoveries will be painted and flagged for surveying and documentation purposes.
- *BHUG will attempt to locate Public utilities to the best of our ability when requested, with the information provided. However, not having access to utility records, plans or maps may be cause for some utilities to be unaccounted for, therefor it is always the customer responsibility to call 811 and dig responsibly. Any available as-builts, engineered or other record drawings, if available, should be supplied to BHUG prior to providing an estimate and commencement of any field work.
- Any available as-builts, engineered or other record drawings, if available, should be supplied to BHUG prior to commencement of field work.
- Estimate does not include any camera or surveying services.



ESTIMATE

Created Date 9/16/2022
Expiration Date 12/15/2022
Estimate Number 75333

- BHUG is not responsible for, moved, altered, obliterated or maintaining marks. BHUG will impose an additional fee to relocate/remark facilities.
- The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete scan.
- Results are dependent upon field conditions at the time of locating services.
- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM / Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.
- CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS WITHOUT TRACEABLE WIRES ATTACHED.
- The following work is being performed to Quality Level A standards in accordance with CI/ASCE 38-02.
- Vacuum Excavation will be utilized to provide the precise vertical position of the conflict or connection point utilities within the specific areas to be determined by the EOR. Based on this request it is assumed that up to six (6) hard surface and twenty-six (26) soft surface excavations may be required.
- Customer is advised the vertical portion of this estimate is based on a 4-hour minimum. Any additional time required on site to complete the task beyond the 4-hour minimum will be invoiced in 15-minute increments @ \$68.75 per increment, upon customer approval.
- Test hole data forms will be provided with pertinent information to include size, function, depth, material (of pipes if known) and provide the precise horizontal and vertical position of any discoveries. Offsets will be provided to existing above ground features as well and all discoveries will be painted and flagged with all verification's staked with a semi-permanent marker for surveying purposes. A digital field sketch will be provided along with pictures of the areas in question.
- Cavities will be refilled with dry, native spoils (compacted in 6" lifts).
- Estimate does not include any final restoration such as hot mix asphalt, milling / resurfacing or special back fill requirements (flowable fill.) If final restoration is required by end client, city, state, or any other entity, that restoration will be the responsibility of the client. Blood Hound does not perform final concrete or asphalt surfacing. BHUG will not perform any excavations thru sidewalk without prior permission. Test holes performed under the roadway will be repaired with an asphalt cold patch and any concrete surfaces will be repaired with a Quikrete type product.
- Customer understands any fees required for permits and MOT services are not provided and included in this estimate. These fees are indeterminable until test hole locations have been provided.
- If the Scope of Work should change, or is different than listed on the estimate, please call our office for a revised estimate.

The scheduling of the work must go through the Blood Hound Call Center. Upon acceptance of this estimate please sign and return via email a signed copy of the estimate. Then, you must call 1-888-858-9830 select option one (1) for scheduling and reference your estimate number to schedule your work request.

•If PO# is not available during the estimating phase please provide the PO# prior to scheduling this work. Payment terms must be arranged prior to scheduling any work with Blood Hound. Services can be paid for via credit card or granting of payment terms with invoicing however the Credit Application must be completed and on file to grant payment terms. Blood Hound does not accept checks or cash as payment on site.

•Please refer all COI requests, Change Orders, PO Numbers, Prequalification Forms, Sub Consultant Agreements or MSA's to BHUGContracts@bhug.com

Blood Hound
6500 Technology Center Dr.
Suite 200
Indianapolis, IN 46278



ESTIMATE

Created Date 9/16/2022
Expiration Date 12/15/2022
Estimate Number 75333

Quoted rates are exclusive to this estimate only. Rates quoted by Call Center Representatives are in effect unless otherwise stipulated within a formal estimate.

Please note estimate is valid for 90 days from the quote created date.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

Please send all POs / Contracts to BHUGContracts@bhug.com.

We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for services rendered.

Signature: _____

Printed Name: _____

Date Signed: _____



Equipment Report

Equipment Operations and Limitations

Corporate Location:
750 Patrick's Place
Brownsburg, IN 46112

Office # 888-858-9830
Fax # 888-858-9829

<http://www.BHUG.com>

Equipment Description –

Blood Hound uses a variety of equipment to identify and locate subsurface structures, such as direct connect and inductive utility location transmitters and receivers with multi-frequency broadcasts and reception capabilities, ground penetrating radar, sewer cameras (both robotic and fiber optic push/pull), and other equipment, to locate the lateral position of buried structures, as well as to provide estimates on the depths of subsurface structures.

Traditional EM equipment is used as the primary tool to determine the location of all conductive subsurface structures, as well as any utilities that have locating wires (i.e. gas lines) buried with the non-conductive utility to facilitate location. This equipment operates using frequencies ranging from 512 Hz up to and including 480 kHz. The frequency that is selected is dependent on the type of utility to be located, operator preference, estimated depth of the target utility, and distance for which the target utility must be marked. Frequencies are often changed during operations to improve the quality of the signal, decrease interference, and/or increase the range for the transmitted signal.

EM locating operates by conducting an AC electric current through the target utility at a specific frequency. This causes the target utility to radiate a radio signal at the desired frequency. This radiated radio signal is then detected using the receiver, which is tuned to detect radio fields at the desired frequency. By measuring peak or null signal measurements, the lateral line location can be determined.

Blood Hound uses a variety of Ground Penetrating Radar (GPR) units from multiple manufacturers. Blood Hound employs antenna frequencies ranging from 250 MHz up to 1.6 GHz, depending on the specific needs of the survey. Data can be analyzed in real-time, or collected for post-processing analysis, including the development of subsurface response maps.

The most commonly used antennae operate in a frequency range of 250 to 350 MHz, which provides the greatest balance of resolution and effective depth penetration. Frequency ranges higher than this provide greater resolution and better penetration through more conductive or signal absorbing materials (i.e. clay soils, concrete, etc). However, this increased resolution comes at the cost of significantly reduced depth penetration.

GPR operates by radiating a radio band frequency into the soil from the transmitter contained within the antenna assembly. This signal is reflected to the receiver contained in the antenna unit, and this received signal is then converted into visual patterns based on the intensity of the reflected signal. The depth of the target reflection pattern is determined based on the time elapsed from the transmission until the reception of the reflected signal, and is then projected by making assumptions regarding the transmission rate of the signal through the medium. If the signal velocity assumptions are not accurate, then the depth estimates will not be accurate.

Blood Hound also performs Electromagnetic soil conductivity analysis (EM Induction Survey). This method uses a Fisher TW-6 "Split Box" locator mounted on an inductive sweep bar. The bar places the transmitter and receiver four feet apart, with the inductive transmitted field oriented in an opposing orientation from the receiving antenna. This opposing orientation allows for the receiver to not register the presence of the transmitting field. When the transmitting field encounters a conductive object (metal), the field is bent, which results in the detection of the field by the receiving antenna. This equipment allows for the detection of conductive objects, and is not limited to the detection of ferrous metals as is the case with many magnetometers.

Factors Effecting Performance of Equipment –

There are several factors that can impact the effectiveness of the EM Locating equipment:

- **Target Utility Composition** – EM locating is only effective if the target utility is composed of continuous conductive material. Plastic, concrete, clay, or other non-conductive materials cannot be located using EM locating techniques. In addition, some metals are not highly conductive, which makes locating using EM techniques difficult. For example, cast iron is a poor conductor and cast iron lines can often be difficult to locate using standard EM techniques. Additionally, many pipes are composed of individual sections which may be gasketed. This can impede the current at each pipe joint.
- **Shielding of Target Utility** – Since EM locating uses an electronic signal, unshielded lines that are directly buried in the soil (i.e. water lines) can be difficult to locate for significant distances. This is due to the continuous loss of transmitted signal directly to the ground. As the signal travels along the utility, a significant portion of the signal is lost to ground, resulting in decreased signal quality. The greater the distance between the transmitter and the location point on an unshielded line, the more degraded the signal will be.
- **Conductive Pathway to Ground** – Locating is accomplished by creating a complete circuit, and the transmitted signal must be able to return to the ground in some form. An open circuit is generally much more difficult to locate since the circuit is not complete, and the emitted signal cannot return to ground. Thus, the signal may not travel along the desired pathway. Additionally, soil conditions can affect the pathway to ground. For example, in highly conductive soils, a signal can inductively find a pathway to ground even in an open circuit.
- **Depth** – The signal induced onto the target path must have sufficient strength to be detectable at the surface. Utility lines deeper than 15 feet are often difficult to locate due to the inability of the radio frequency being radiated from the target line to effectively radiate through the soil to the receiver at the surface. Similarly, shielding between the target utility and the receiver can affect the signal reception and create a loss of signal.



Equipment Report

Equipment Operations and Limitations

Corporate Location:
750 Patrick's Place
Brownsburg, IN 46112

Office # 888-858-9830
Fax # 888-858-9829

<http://www.BHUG.com>

Similarly there are several factors that can impact the effectiveness of GPR surveys:

- **Subsurface Material / Soil Composition** – Soil composition and subsurface material is the most important factor impacting the effectiveness of GPR. The more conductive the subsurface material, the less effective the GPR survey will be. GPR works best in sandy soils, and is least effective in heavy clay soils or where the subsurface material contains a large volume of highly conductive backfilled debris or material (i.e. metal scraps or slag sand). Midwestern soils generally have a high clay content and create significant challenges to completing an effective GPR survey. As a general rule, the smaller the particulate matter that the subsurface material is composed of, the greater the inhibiting effect on the GPR signal.
- **Composition of the Subsurface Target** – The inherent electrostatic reflectivity of a target will impact the effective identification of the target. Lightweight subsurface material, such as PVC, are generally more transparent to radio waves and will reflect a substantially smaller percentage of the radiated signal. This will result in a smaller and more minor reflection signature, making effective interpretation more difficult. Some materials are completely transparent to radio waves and can only be identified if a reflective material (i.e. water) is contained within the target pipe.
- **Moisture Content of the Subsurface Material** – Water, when combined with dissolved ions (salt) has an inhibiting effect on GPR signals, and signals can often not effectively penetrate saturated soil material, when the soil is slightly conductive. The addition of more water increases the conductivity of the soil and more significantly inhibits the effective signal penetration.
- **Depth** – The GPR signals have a finite effective penetration depth. The deeper the target, the less likely it will be effectively identified. As the signal penetrates the subsurface material it loses strength as the depth increases. Effective signal penetration can be defined as the depth at which the reflected signal no longer has sufficient power to reach the receiver antenna of the GPR. In other words, the effective survey depth is the depth at which the penetrating signal reaches a maximum of 50% of its emitted strength, although it should be noted that at this range only a 100% reflective target (i.e. metal) would have the potential to be detectable.
- **Target Size** – The smaller the diameter of the target structure, the lower the probability of successful identification of the target during a GPR survey. The smaller the target, the less of a signal that will be reflected, decreasing the probability of a positive identification of the subsurface target. As a general (but not absolute) rule of thumb, for every 1 foot of depth you must have 1 inch in diameter in order to be observable. For example, a 3" diameter pipe must be less than 3 feet below grade in order to be observable during a GPR survey.

EM Inductive Surveys can also be impacted by environmental factors.

- **Surface and Subsurface Material / Soil Composition** – Highly conductive soils can prevent the identification of other conductive structures with this methodology. The presence of surface metal, including vehicles, fences, and debris, can swamp other readings and prevent the identification of subsurface targets. In addition, the presence of rebar reinforcement within concrete can have a similar effect and prevent identification of other structures.
- **Target Size** – Small metallic targets may not be detected, since the mass of the target object must be large enough to impact the shape of the transmission field. Small objects may not have sufficient mass to cause a field distortion significant enough to be detected.
- **Target Depth** – Deeper targets may not sufficiently distort the transmitted signal to allow for detection by the receiver. However, large high-mass targets are more likely to be detectable at significantly deeper depths, than lower mass targets.

Summary of Equipment and Survey Effectiveness –

EM locating is generally very effective in locating most subsurface utility lines. Electric, Telephone, and Cable TV can almost always be located using standard EM locating techniques. Also, many water lines can also be located. However, due to the continuous contact with the soil, and the common use of cast and ductile iron in water line construction, water lines can often prove difficult to locate. Additionally, water lines constructed of plastic are becoming more common and cannot be located using standard locating methodologies. Sewer lines (storm and sanitary) are very rarely locatable with standard techniques, unless a conductive tool can be introduced into the line (i.e. locating a sanitary lateral by running a rod containing metal through the line from a clean-out access point). All Blood Hound technicians carry a Jameson rodder for this specific purpose.

GPR surveys are an effective way of locating and identifying subsurface obstructions prior to drilling or excavating activity. However, these surveys cannot and will not identify all subsurface utilities or other obstructions, in all circumstances. Midwestern soils in particular, present significant challenges to an effective GPR survey, and should not be relied upon as the only means of protecting underground utilities. EM Induction surveys provide another level of investigation, which when combined with traditional EM locating and GPR provide the most complete non-destructive process available for the protection of subsurface utilities and other structures. When Vacuum Excavation is employed, the possibility of a damaged utility is further minimized.

In general, private utility locating surveys conducted by Blood Hound technicians are highly accurate and effective. However, there are numerous factors that can result in a line being mis-marked or left unmarked by our technicians, that are beyond the control of Blood Hound or its technicians. This includes, but is not limited to, a lack of adequate prints or available site knowledge, a lack of access to utilities (i.e. cleanouts, interior communications rooms, vaults, etc), a lack of visual indications of the utility's presence, a disruption of a conductive pathway (i.e. repair in a metal water line made with plastic), and commonly bonded lines creating undesired signal conduction pathways. While Blood Hound provides its employees with extensive training on ways to mitigate these and other issues, there are unfortunately occasions where these factors cannot be effectively eliminated.

**Change Order No. 1 to Task Order No. 6
To
Agreement For Professional Services
Between
The City of DeLand and AtkinsRéalís USA, Inc.**

2024 Water Main Improvements

THIS TASK ORDER, made and entered into this _____ day of _____ 2024, by and between **the City of DeLand**, Florida, hereinafter referred to as the “CITY” and AtkinsRéalís USA, Inc. hereinafter referred to as “**AtkinsRéalís**”, is issued under the terms of the Agreement For Professional Services between the CITY and AtkinsRéalís dated December 18, 2017, hereinafter referred to as the “Agreement”.

WHEREAS, the Agreement provides for AtkinsRéalís to be authorized to perform Design and Construction Engineering Services, the CITY and AtkinsRéalís, for mutual consideration, agree as follows:

Project Description

The 2024 Water Main Improvements (PROJECT) consists of 4 separate water main improvements to be designed, permitted, bid, and constructed as one project at the following locations within the CITY:

1. Part A – Garfield Avenue and Clearview Avenue Water Main Reinforcement: The City will be designing this portion. Atkins will provide surveying services via subconsultant.
2. Part B – West Palmetto/North Street/North Clara/North Florida Water Main Reinforcement: Atkins has designed and permitted this segment under the original task order.
3. Part C – Lake Ruby/Krinklewood Drive/Ridge Boulevard Water Main Reinforcements: Atkins has designed and permitted this segment under the original task order.
4. Part D – Wilmhurst Road and Shane Drive Water Main Reinforcement: Atkins has designed and permitted this segment under the original task order.
5. Part E – West Parkway/Oleander Road/W. Orange Road/W. Park Road Water Main Reinforcement: Atkins has designed and permitted this segment under the original task order.
6. Part F – Shell Road/Candy Lane/Fishing Lane Water Main Reinforcement: The City will be designing this portion. Atkins will provide surveying services via subconsultant.

AtkinsRéalís provided design and permitting under the Task Order 6. The City has requested that AtkinsRéalís prepared a scope and budget to provide bidding phase and limited construction phase services. Bidding and limited construction phase services are included in Change Order No. 1 to Task Order 6. The CITY will advertise and award the construction contract as well as provide onsite RPR services.

The specific tasks to be performed and the anticipated level of effort are presented in the attached Project Budget (**See Attachment A**) and are described below. Assumptions made in the preparation of the scope of work have been delineated in this document and the Project Budget, herein attached.

TASK GROUP 1.0 – PROJECT MANAGEMENT

1. Project Management – The AtkinsRéalis project manager will manage the efforts of the project team including subconsultants contracted by AtkinsRéalis, coordinating quality assurance and control reviews, and monthly progress reporting to the CITY. At each monthly period, the project manager will review progress and schedule as defined herein for reporting purposes.
2. Coordinate Site Visits, Meetings & Teleconferences – AtkinsRéalis will coordinate with the CITY project site visits, meetings and teleconferences as described herein. Meeting summaries will be prepared by AtkinsRéalis.

TASK GROUP 2.0 – FINAL DESIGN

No additional work included in Change Order No. 1.

TASK GROUP 3.0 – PERMITTING

No additional work included in Change Order No. 1.

TASK GROUP 4.0 –Topographic Survey

No additional work included in Change Order No. 1.

TASK GROUP 5.0 –Subconsultant Test Holes

No additional work included in Change Order No. 1.

TASK GROUP 6.0 – BID PHASE SERVICES

AtkinsRéalis will be responsible for preparing the advertisement to bid the project. The CITY will be responsible for advertising the project. AtkinsRéalis will be responsible for distributing the documents for the bid process.

1. Revised the Bid Form, Scope of Work, and Measure and Payment specifications to include City designs to be added to the project at their request. Part A (Garfield and Clearview) and Part F (Shell Road/Candy Lane/Fishing Lane) are anticipated to be added.
2. Distribute electronic drawings and specifications during bidding process from AtkinsRéalis office.
3. Prepare for and attend one (1) pre-bid meeting.
4. Respond in writing to written requests for additional information (RAIs) from the Bidders.
5. Prepare up to two (2) addenda during the bidding of the project.
6. Review the Contractor's bid submittals and assist the CITY in evaluating bids. AtkinsRéalis will review the three lowest bids received.
7. Prepare conformed plans and specifications upon receipt of front-end documents from CITY's Purchasing Department.

TASK GROUP 7.0 – LIMITED CONSTRUCTION PHASE SERVICES

It is assumed that the CITY will be responsible for ensuring the project is constructed as designed, including providing resident project observation, intermediate and final site visits, and development of a punch list. AtkinsRéalis' services will be limited to the following:

1. Pre-Construction Meeting: AtkinsRéalis shall conduct one pre-construction meeting with the CITY, the contractor, Volusia County, and other applicable agencies and public utilities prior to the commencement of construction.
2. Shop Drawings: AtkinsRéalis shall review up to twenty (20) shop drawings for the improvements designed by AtkinsRéalis. The shop drawings shall be forwarded to the CITY for their final review and approval, as necessary. Additionally, AtkinsRéalis will only review any rejected shop drawings one (1) time following revisions by Contractor for compliance with approved Plans and Specifications. Further review will be considered additional services.
3. Contractor Requests for Additional Information (RFI) – AtkinsRéalis will respond to Contractor's RFIs. AtkinsRéalis' proposed fee is based on responding to up to ten (10) RFIs.
4. Conduct up to eight (8) construction meetings. This task includes preparing agenda for the meeting, conducting the meeting, performing a site visit if necessary, after the meeting, and preparing then distributing the meeting minutes.
5. Conduct up to five (5) additional site visits during construction.
6. Conduct substantial completion inspection and final completion inspection, including preparation of punch list.
7. Record Drawings: AtkinsRéalis will review as-built drawings, provided by and signed and sealed by the Contractor's Registered Land Surveyor, identifying any changes made during the construction process and indicating all record information required by the regulatory agencies having jurisdiction. These drawings will be submitted to the applicable regulatory agencies as a part of the final certification process. AtkinsRéalis shall provide the CLIENT with one set of reproducible prints and one electronic version in AutoCAD 2007 format of these Record Drawings for their records.
8. Certificate of Completion – AtkinsRéalis will prepare and submit the certificate of completion and record drawings with noted changes to Volusia County Health Department.

DELIVERABLES

AtkinsRéalis will provide to CITY the following deliverables:

- Three (3) full size sets and three (3) half size sets of construction drawings as well as six (6) set of bound specifications marked "For Construction". All hard copies of the construction drawings and specifications will be distributed to CITY and CONTRACTOR. The Consultant will provide electronic files of the "For Construction" drawings and specifications in PDF format.

SPECIAL PROVISIONS

The following Special Provisions, if any, shall qualify or supplement any provision in this Task Order, and shall override and take precedence over any provisions with which they may be in conflict:

1. It is assumed that no additional users will be added to any of the proposed water main constructed during this project.
2. Utility easements, title review and title search work are not included. CITY will provide title search for right-of-way and/or easements for all areas of construction not covered by Volusia County recorded plat records or Volusia County right-of-way maps. AtkinsRéalis can provide the services of a title company to research existing right-of-way or easements for the above mentioned streets upon written request from the CITY and upon agreement on an appropriate Scope and Fee.
3. Services by AtkinsRéalis, to satisfy Volusia County requirements regarding Maintenance of Traffic plans prepared by the Contractor shall be considered additional services to this agreement and an appropriate scope and fee commensurate to the tasks, if required, shall be provided to the CITY at that time for authorization.
4. Once the Scope of Work is initiated, any changes requested by the CITY will be handled through a Change of Scope with an appropriate fee commensurate with the Task.

INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

- CITY will provide AtkinsRéalis with the following information and services at the time of notice to proceed and AtkinsRéalis may reasonably rely on this information for use on the project:
- Access to CITY facilities and properties.
- CITY agrees to incorporate language requiring that Contractor indemnify CITY and AtkinsRéalis in Contractor's liability policy, naming both CITY and AtkinsRéalis as additional insureds as part of the Construction Contract Documents.

COMPENSATION

AtkinsRéalis will be paid a lump sum fee of \$ **49,658.41** for the services described herein. Monthly progress payments will be utilized, based on the percent complete as established by AtkinsRéalis. The attached Project Budget (**Attachment A**) represents the basis for this fixed price lump sum fee.

Other Provisions

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of Project activities. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services.

Agreed to by:

AtkinsRéalis Atkins

City Of DeLand



Chris Rader, PE, ENV SP
Senior Division Manager

Christopher Cloudman
Mayor

January 08, 2023

Date

Date

Attest

Julie Hennessy
City Clerk

Date

Attachment A – Project Budget

Attachment A
Project Budget

Cost Proposal - Detail

2024 WM Improvements
City of DeLand
(Contract #)

Submittal Date: Dec-14-2023

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
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CO1 - Task 1 Project Administration

Labor

Project Director	Home	219.14	Hr	8.0	1,753.12
Sr Engineer IV	Home	248.58	Hr	16.0	3,977.23
Admin Coordinator	Home	80.00	Hr	8.0	640.00

Labor Total

32 6,370.35

ODCs

Mileage	1.0	-	300.0	300.00
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Subcontract and Expenses Total

300.00

CO1 - Task 1 Project Administration Total

6,670.35

CO1 - Task 1 Bid Phase Services

Labor

Sr Engineer IV	Home	248.58	Hr	28.0	6,960.16
Engineer III	Home	126.40	Hr	40.0	5,055.90
Admin Coordinator	Home	80.00	Hr	12.0	960.00

Labor Total

80 12,976.06

ODCs

Mileage	1.0	-	100.0	100.00
Copies & Prints	1.0	-	400.0	400.00

Subcontract and Expenses Total

500.00

CO1 - Task 1 Bid Phase Services Total

13,476.06

CO1 - Task 1 Limited Construction phase Services

Labor

Sr Engineer IV	Home	248.58	Hr	58.0	14,417.47
Engineer III	Home	126.40	Hr	107.0	13,524.53

Cost Proposal - Detail

2024 WM Improvements
City of DeLand
(Contract #)

Submittal Date: Dec-14-2023

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Admin Coordinator	Home	80.00	Hr	4.0	320.00
Labor Total						169	28,262.00
ODCs							1,250.00
		Mileage		1.0	-	850.0	850.00
		Copies & Prints		1.0	-	400.0	400.00
Subcontract and Expenses Total							1,250.00
CO1 - Task 1 Limited Construction phase Services Total							29,512.00
Sub Total						49,658.41	
Total Extended Price						49,658.41	

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Ground Lease Termination, Daytona Airport Hangars, Inc.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Lease termination A-208

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

Daytona Airport Hangars, Inc., an established ground lease tenant at the DeLand Airport, wishes to terminate the ground lease agreement for Lot #1 in the Sport Aviation Village at 1565 Sport Aviation Way. In March 2021 Daytona Airport Hangars, Inc. offered to build a hangar to help jumpstart the development of the Sport Aviation Village by making the hangar available to an aviation company that wanted to relocate to DeLand Airport. Due to COVID-19 and later supply chain problems, the hangar has not been built. The DeLand Airport has noticed a very dramatic change in the attitudes of companies that want hangars for their companies. They do not want to rent a hangar they wish to invest in building their hangar. Many of the lots in the Sport Aviation Village have been leased out to companies that are building their own hangars. Several prospects have shown an interest in Lot#1 if it could be made available. The DeLand Airport approached Daytona Airport Hangars, Inc and asked if they would be interested in releasing their ground lease back to the airport, and they thought that would be a good idea since they have been unable to secure a tenant that wanted to rent a hangar. The DeLand Airport wishes to thank Daytona Airport Hangars, Inc. for their efforts to help jumpstart the development of the Sport Aviation Village.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The rent currently being paid by Daytona Airport Hangars, Inc. is an annual rent of \$5,583 per year or \$465.25 per month, subject to payment of applicable taxes and annual cost of living adjustments. This income will be replaced by a new tenant.

RECOMMENDATION:

Staff recommends that the City Commission approve the termination of the Ground Lease Agreement with Daytona Airport Hangars, Inc.

BACKGROUND/DISCUSSION:

N/A

LEASE TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of January, 2024 by and between the City of DeLand, a Florida municipal corporation, (hereinafter referred to as "Landlord") and Daytona Airport Hangars, Inc. (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord entered into that certain Ground Lease Agreement (the "Lease") dated March 1, 2021, by and between the City of DeLand and Daytona Airport Hangars, Inc. for 0.43 acres of land located at 1565 Sport Aviation Way, at the DeLand Municipal Airport in DeLand, Volusia County, Florida, as described in the attached Exhibit "A"; and

WHEREAS, Landlord and Tenant desire to terminate the Lease prior to its stated expiration date and be relieved of their obligations thereunder, and Landlord is willing to terminate the Lease on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. **Termination of Lease.** The Lease shall terminate effective as of January 31, 2024 (the "Termination Date"). The Premises shall be deemed surrendered to Landlord by Tenant on the Termination Date.
2. **Rent Releases.** Landlord hereby releases Tenant from the obligation to pay the balance of the rentals due under the Ground Lease.
3. **Authority.** Each party represents to the other that it has full power and authority to execute this Agreement.
4. **Whole Agreement.** The mutual obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements have been made by the parties other than as appear in this Agreement. This Agreement shall not be amended or modified except in writing signed by both parties.
5. **Miscellaneous.** The warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

SEC. 35, T. 16 S., R. 30 E., CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

EAST HANGAR COMPLEX

N

1" = 40'

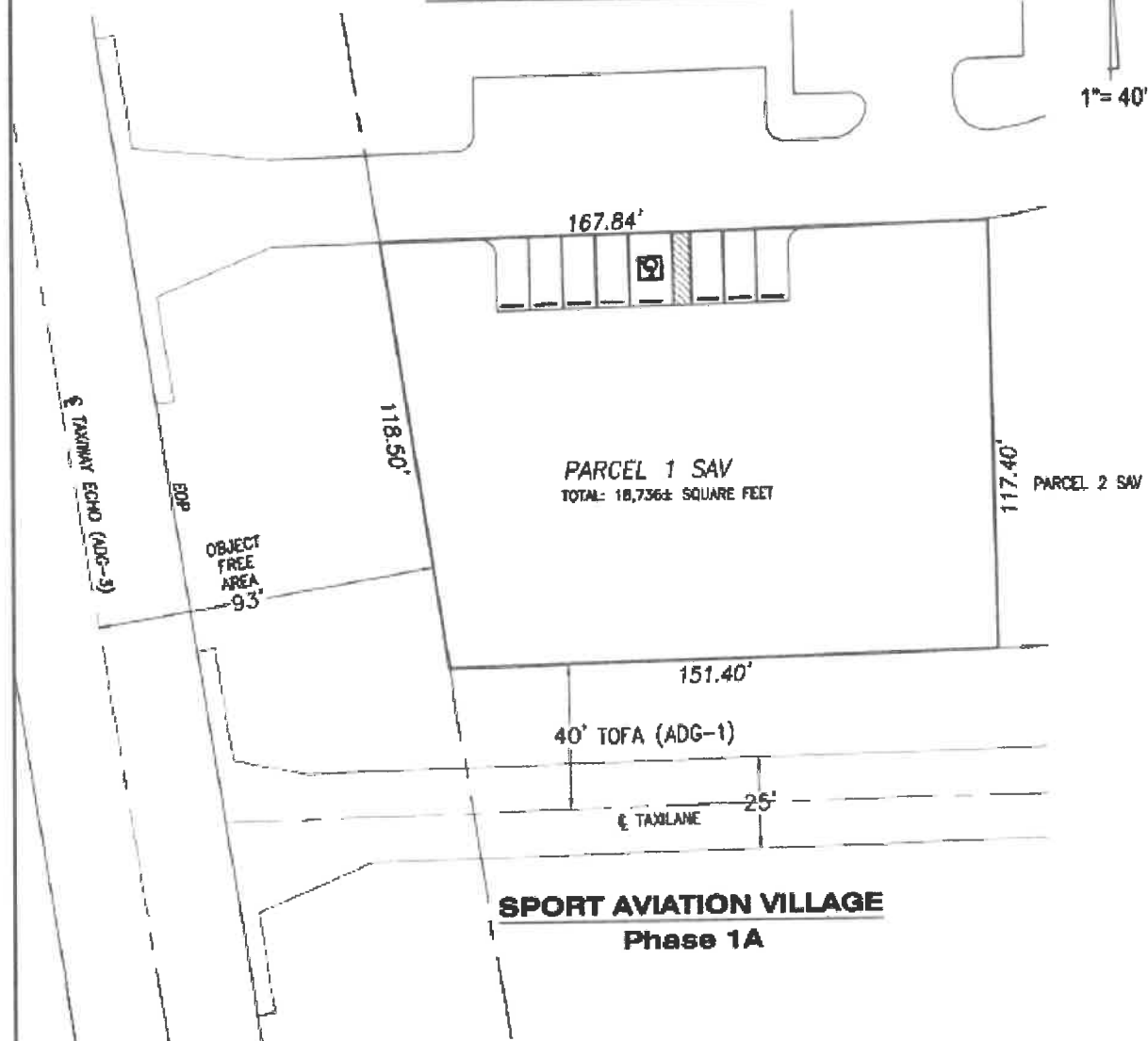


EXHIBIT "A"



**City of DeLand, Florida
ENGINEERING DEPARTMENT**

1102 S. Garfield Avenue
DeLand, Florida 32724

TEL: 386/628-7196 FAX: 386/738-5366

Sketch of Lease for
AIRPORT LEASE - PARCEL 1 SAV
1565 SPORT AVIATION WAY
DeLAND, FLORIDA, 32724

DATE: 2/10/21

PROJECT NO. EN 18-25

SCALE: 1" = 40'

DRAWN BY: SC

Sheet 1 of 1

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re City of DeLand Vulnerability Assessment/Adaptation Plan, Resilient Florida Planning Project Cooperative Purchasing Agreement by Halff Associates, Inc.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Cooperative Purchasing Agreement Halff

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

In August 2023, the City Commission awarded an agreement for professional services to Halff to support the City in preparing grant applications to be submitted for both “Planning” and “Implementation” categories of FDEP’s Resilient Florida Program. The vulnerability assessment grant (“Planning”) was selected for funding on December 18, 2023. Unfortunately, the “implementation” grant was not funded by FDEP. The implementation funds were highly competitive and only sixteen projects were funded across the entire State of Florida.

The Consultant will conduct the City of DeLand Vulnerability Assessment and Adaptation Plan pursuant to Section 380.093, Florida Statutes which will be utilized as a planning tool and resource to set standards in order to define and prioritize future resilience projects and adaptation priorities. City of DeLand has motivations for pursuing Resilient Florida implementation funds and must conduct a vulnerability assessment to remain eligible for these funds. The Vulnerability Assessment will evaluate the vulnerabilities of critical and regionally significant assets to a broad range of flood hazards and will subsequently prioritize flood and climate adaptation action items which can be pursued through grant funding, local policies, and the identification of implementation activities. Since the City of DeLand is an inland community with limited vulnerabilities caused by tidal influences, the objective of the assessment will be to evaluate flood hazard vulnerabilities caused by current and future rainfall, stormwater runoff, hurricanes, and compound flooding.

The subject proposal for vulnerability assessment includes the following services:

- Task 1: Internal and External Outreach Meetings
- Task 2: Background Data Acquisition, Gap Analysis, and Asset Inventory
- Task 3: Exposure Analysis
- Task 4: Sensitivity Analysis
- Task 5: Final Vulnerability Assessment
- Task 6: Adaptation Plan Development and Focus Areas
- Task 7: Final Adaptation Plan

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The funding will be 100% covered by the FDEP grant.

RECOMMENDATION:

Staff recommends that the City Commission approve the contract with Halff Consulting which includes Resilient Florida Planning for vulnerability assessment development support, in the total amount of \$185,000.00.

BACKGROUND/DISCUSSION:

Subsequent to using Halff Associates for the grant writing, the City has done a new procurement by again "piggybacking" off of a City of Edgewater contract with Halff Associates. The City of Edgewater's contract is a continuing contract for engineering and related services. The City of DeLand is therefore entering into a continuing contract with Halff Associates, but work is only done when specific task orders with assigned pricing are requested and approved by the City. The attached contract includes the continuing contract language as well as the specific task order for the vulnerability assessment.

COOPERATIVE PURCHASING AGREEMENT

The City of DeLand, Florida (the “City”) hereby enters into this Cooperative Purchasing Agreement (“Agreement”) for professional engineering services under the same terms and conditions as the agreement between Halff Associates, Inc., formerly known as Booth, Ern, Straughan & Hiott, Inc., (“Contractor”) and the City of Edgewater, Florida (“Edgewater”) which resulted from a competitive request for proposals issued by Edgewater with a reference of RFQ-19-GS-11. A copy of the said contract is attached hereto as Exhibit A (the “Contract”). The City has reviewed the Contract and agrees to the terms and conditions thereof. Contractor hereby agrees to provide such services to the City under the same terms and conditions as set forth in the Contract. Contractor further agrees to provide the services for the prices set forth in its proposal attached hereto as Exhibit B. The initial term of the Contract as between the City and Contractor shall commence on the date executed by the last of the parties hereto and shall be for a term of three (3) years and shall include two (2) one (1) year renewal options, regardless of any cancellation or non-renewal of the Contract with Edgewater.

All references to Edgewater in the Contract shall be deemed to be a reference to the City. All notices required to be given to the City pursuant to the Contract shall be addressed as follows:

City of DeLand
Attn: City Manager
120 S. Florida Avenue
DeLand, FL 32720

The City and Contractor hereby incorporate the following provisions into this Agreement (pursuant to applicable state law):

Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has

been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

Scrutinized Companies

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

Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7132, EMAIL: HENNESSY@DELAND.ORG

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon

completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E-Verify

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

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements

of Section 448.095, Florida Statutes, as may be amended or revised.

Security Breach

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

Agreed, accepted and consented to this, the last date shown hereunder.

HALFF ASSOCIATES, INC.

CITY OF DELAND

By: 
Joseph P. Loretta, Vice President

By: _____
Christopher M. Cloudman, Mayor

Date Executed by Contractor: 1/25/2024

Dated Executed by City: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
CONTINUING PROFESSIONAL ENGINEERING SERVICES**

Request for Qualification (RFQ) #19-GS-11

THIS AGREEMENT is made and entered into this 15th day of July, 2019, by and between Booth, Ern, Straughan & Hiott, Inc., duly authorized to conduct business in the State of Florida and whose address is 902 N. Sinclair Ave., Tavares, FL 34711, hereinafter, called "CONSULTANT" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #19-GS-11), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for an initial period of three (3) years from the date of award. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. PROFESSIONAL LIABILITY. CONSULTANT shall maintain the Professional Liability Insurance: per current Florida Statutes and hold harmless the City of Edgewater.

SECTION 5. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Robin L. Matusick, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1203

For Consultant:

Robert A. Ern, Jr., P.E., Vice President (Name, Title)
Booth, Ern, Straughan & Hiott, Inc. (Company)
902 N. Sinclair Avenue (Address)
Tavares, FL 32778 (City, State, Zip)
352-343-8481 (Phone)

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this

Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 9. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 12. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Robin L. Matuick

Glenn A. Irby
Glenn A. Irby, City Manager

Hang Wan

Robin L. Matuick
Robin L. Matuick, City Clerk
Dated: Nov 19, 2019

WITNESSES:

FIRMS

R. Gallion

By: [Signature]

[Signature]

Robert A. Ern, Jr., P.E., Vice President

Dated: October 21, 2019

Attachments: A. RFQ #19-GS-11
B. Firm Response to RFQ
C. Scope of Service

Approved by the City Council of the City of
Edgewater at a meeting held on this 18
day of November, 2019 under
Agenda Item No. 7E.

SCHEDULE 5.1(a)

Bill of Sale, Assignment and Assumption Agreement

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Bill of Sale and Assignment**") is made as of August 30, 2020, by Booth, Ern, Straughan & Hiott, Inc., a Florida corporation (the "**Seller**"), to Halff Associates, Inc., a Texas corporation (the "**Purchaser**").

This Bill of Sale and Assignment is delivered to Purchaser pursuant to the closing requirements under that certain Asset Purchase Agreement dated as of August 30, 2020, between Seller and Purchaser ("**Asset Purchase Agreement**"). All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Asset Purchase Agreement.

THEREFORE, for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser, all good marketable title in and to the Assets of the Business, as defined in Section 1.1(e) of the Asset Purchase Agreement, other than Excluded Assets, free and clear of all liens, security interests and encumbrances of any nature whatsoever, but subject to any assumed liabilities under the Asset Purchase Agreement. The Fixed Assets are conveyed by Seller to Purchaser in "As Is," "Where Is" condition, without any warranties whatsoever, except for the warranties of title contained herein.

Seller hereby assigns and transfers to Purchaser, and Purchaser hereby assumes, all of Seller's rights and interests in the Assumed Contracts.

The provisions of this Bill of Sale and Assignment are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Bill of Sale and Assignment to the extent provided in the Asset Purchase Agreement.

The provisions of this Bill of Sale and Assignment shall be binding upon and shall inure to the benefit of Purchaser, its subsidiaries, affiliates, legal representatives, heirs, successors and assigns.

TO HAVE AND TO HOLD said Assets of the Business unto Purchaser, its successors and assigns forever.

* * * * *



1/22/2024

Mr. Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer
City of DeLand, Florida
1102 South Garfield Ave
DeLand, FL 32724

RE: Scope of Services for City of DeLand Vulnerability Assessment/Adaptation Plan

Dear Mr. Bahrami,

Halff is pleased to submit the following scope of services and fee in support of the City of DeLand's development of a Vulnerability Assessment and Adaptation Plan. Absent a fully executed form of contract to the contrary, once approved by an authorized representative and a purchase order is issued, this Scope of Services (the Agreement) shall, for all purposes, constitute a binding contract upon the City of DeLand (CLIENT) and Halff (CONSULTANT). In addition, once approved by an authorized representative, this Agreement shall serve as a Notice to Proceed with the work identified herein. The project description, scope of services, schedule, compensation, and contract conditions are as follows:

PROJECT DESCRIPTION

The CONSULTANT will conduct the City of DeLand Vulnerability Assessment and Adaptation Plan (PROJECT) pursuant to Section 380.093, Florida Statutes. The PROJECT will be utilized as a planning tool and resource to set standards in order to define and prioritize future resilience projects and adaptation priorities. The CLIENT has motivations for pursuing Resilient Florida implementation funds and must conduct a vulnerability assessment to remain eligible for these funds. The PROJECT will evaluate the vulnerabilities of critical and regionally significant assets to a broad range of flood hazards and will subsequently prioritize flood and climate adaptation action items which can be pursued through grant funding, local policies, and the identification of implementation activities. As an inland community with limited vulnerabilities caused by tidal influences, the objective of the PROJECT will be to evaluate flood hazard vulnerabilities caused by current and future rainfall, stormwater runoff, hurricanes, and compound flooding. The PROJECT will build on the outcomes of previous local efforts, including stormwater master planning and infrastructure adaptation initiatives.

SCOPE OF SERVICES

TASK 1 – Internal and External Outreach Meetings

- The CONSULTANT will conduct at least two (2) public outreach meetings throughout the PROJECT to gather public input and present outcomes.
- The CONSULTANT will confirm that the first meeting is focused on gathering public input on preferred methodologies, flood impacts, guiding factors, and critical assets.

- The CONSULTANT will confirm that the second meeting is focused on presenting the exposure analysis, sensitivity analysis, and draft vulnerability assessment; and gathering community-specific input on results.
- The CONSULTANT will conduct at least one (1) internal local government meeting for a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis with various departments.
- The CONSULTANT, in collaboration with the CLIENT, will present the final outcomes of the PROJECT to local governing boards, technical committees, and/or other appropriate officers and elected officials.

Task 1 Deliverables. The CONSULTANT will provide the following:

1. Meeting agendas with location, date, and time.
2. Meeting sign-in sheets with attendee names and affiliation.
3. Copies of presentations and materials distributed at meetings.
4. Summary report with attendee input and meeting outcomes, including defined focus areas recommended by the community.

TASK 1 DELIVERABLES DUE DATE: Tuesday, November 19, 2024

TASK 1 LUMP SUM FEE: \$15,000.00

TASK 2 – Background Data Acquisition, Gap Analysis, and Asset Inventory

- The CONSULTANT will research and compile data required for the PROJECT based on requirements set forth in Section 380.093, Florida Statutes.
- The CONSULTANT will obtain a Digital Elevation Model (DEM) applicable to the CLIENT's jurisdictional boundaries.
- The CONSULTANT will submit a digital correspondence to CLIENT requesting that all GIS data applicable to critical and regionally significant asset classes be provided to CONSULTANT, to include (1) transportation assets and evacuation routes; (2) critical infrastructure assets; (3) critical community and emergency facilities; and (4) natural, cultural, and historical resources. The CONSULTANT will acquire, evaluate, and utilize, as appropriate, publicly available or agency-held data, maps, shapefiles, and geodatabases for these four critical asset classes to supplement the data and/or rectify gaps.
- The CONSULTANT will provide CLIENT with an online link where GIS data can be uploaded and transferred. The CLIENT will be responsible for determining which datasets are to be provided based on confidentiality and sensitivity considerations.
- The CONSULTANT will review GIS data provided by CLIENT to determine where gaps exist and conduct a gap analysis. The CONSULTANT will utilize regional, state, and national government sources to supplement gaps in the asset inventory, where feasible.
- The CONSULTANT will document gaps, where remedies are not available, and will recommend to CLIENT alternatives for future action.
- The CONSULTANT will evaluate the necessity of different flood scenario data layers, considering local and regional geographic and topographic conditions.

- The CONSULTANT will prepare GIS geodatabase for critical assets, topographic data, and flood scenario data.

Task 2 Deliverables. The CONSULTANT will provide the following:

1. Technical memorandum outlining compiled data and gap analysis findings.
2. Technical memorandum with recommendations to address identified data gaps.
3. GIS files with metadata of compiled data, including locations of critical and regionally significant assets.

TASK 2 DELIVERABLES DUE DATE: Tuesday, April 30, 2024

TASK 2 LUMP SUM FEE: \$40,000.00

TASK 3 – Exposure Analysis

- The CONSULTANT will develop a low level-of-detail rain-on-mesh HEC-RAS model for the PROJECT study area. Limited conditioning of the 2D mesh will be performed using breaklines; and terrain data in the model will rely on the 2018 Peninsular LiDAR.
- The CONSULTANT will confirm that the land use and imperviousness in the model is based on the National Land Cover Dataset (NLCD) and that soil properties will be based on the Soil Survey Geographic (SSURGO) database.
- The CONSULTANT will utilize Atlas 14 data to evaluate existing precipitation conditions and will subsequently analyze future rainfall change factors for the 2040 and 2070 planning horizons based on NASA’s CMIP6 bias-corrected and downscaled climate data.
- The CONSULTANT will perform an exposure analysis for current and future flood scenarios utilizing GIS files adhering to Resilient Florida Program’s GIS Data Standards.
- The CONSULTANT will produce spatial food risk maps for each asset class and flood scenario, in compliance with Section 380.093, Florida Statutes.
- The CONSULTANT will quantify exposure analysis outcomes and tabulate vulnerabilities across asset classes and flood scenarios.

Task 3 Deliverables. The CONSULTANT will provide the following:

1. Technical memorandum detailing the modeling process, models used, and resulting tables/maps.
2. GIS files with exposure analysis results and metadata.

TASK 3 DELIVERABLES DUE DATE: Tuesday, August 6, 2024

TASK 3 LUMP SUM FEE: \$50,000.00

TASK 4 – Sensitivity Analysis

- The CONSULTANT will perform a sensitivity analysis to measure flooding impact on assets included in the Vulnerability Assessment.

- The CONSULTANT will evaluate impact of flood severity on each asset class and flood scenario and assign risk levels based on land area inundation and critical assets affected.

Task 4 Deliverables. The CONSULTANT will provide the following:

1. Technical memorandum detailing sensitivity analysis findings, including maps and tables.
2. Initial list of critical and regionally significant assets impacted by flooding.

TASK 4 DELIVERABLES DUE DATE: Tuesday, September 3, 2024

TASK 4 LUMP SUM FEE: \$20,000.00

TASK 5 – Final Vulnerability Assessment

- The CONSULTANT will finalize the Vulnerability Assessment based on requirements set forth in Section 380.093, Florida Statutes, and public outreach outcomes.
- The CONSULTANT will confirm that the Vulnerability Assessment includes results from exposure and sensitivity analyses, flood risk maps, and data tabulations.
- The CONSULTANT will prepare and provide to CLIENT a final list of impacted assets.
- The CONSULTANT will confirm that the Vulnerability Assessment is developed in accordance with Resilient Florida Program GIS Data Standards.
- The CONSULTANT will complete a FDEP Vulnerability Assessment Compliance Checklist Certification Form.

Task 5 Deliverables. The CONSULTANT will provide the following:

1. Final Vulnerability Assessment Report with details, illustrations, maps, and tables.
2. Final list of critical and regionally significant assets impacted by flooding.
3. Electronic mapping data, GIS metadata, and signed FDEP Vulnerability Assessment Compliance Checklist Certification Form.

TASK 5 DELIVERABLES DUE DATE: Tuesday, September 24, 2024

TASK 5 LUMP SUM FEE: \$10,000.00

TASK 6 – Adaptation Plan Development and Focus Areas

- The CONSULTANT will develop an Adaptation Plan based on best practices and FDEP's Adaptation Planning Guidebook.
- The CONSULTANT will categorize potential adaptation strategies; compile existing plans applicable to stormwater management, capital improvements, and flood mitigation; prepare an inventory of resilience strategies, policy recommendations, and action items; evaluate grant funding programs at state and federal levels; and identify focus areas based on public outreach, guidelines, and analyses.

- The CONSULTANT, in collaboration with CLIENT, will identify and assign focus areas which will be subsequently analyzed by CONSULTANT in the development of the adaptation plan. The CONSULTANT will confirm that focus areas include map exhibits, lists of vulnerable critical assets, and potential strategies for each focus area.

Task 6 Deliverables. The CONSULTANT will provide the following:

1. Draft Adaptation Plan Report with strategies, plans, cases, and grant opportunities.
2. Technical memorandum outlining selected focus areas and analysis results.

TASK 6 DELIVERABLES DUE DATE: Tuesday, October 22, 2024
TASK 6 LUMP SUM FEE: \$40,000.00

TASK 7 – Final Adaptation Plan

- The CONSULTANT will synthesize outcomes of Task 6 into a comprehensive Final Adaptation Plan Report.
- The CONSULTANT will confirm that the Adaptation Plan formulates actionable strategies informed by the Vulnerability Assessment and identifies action items for climate-related challenges, particularly associated with rainfall and stormwater.

Task 7 Deliverables. The CONSULTANT will provide the following:

1. Final Adaptation Plan Report.

TASK 7 DELIVERABLES DUE DATE: Tuesday, November 19, 2024
TASK 7 LUMP SUM FEE: \$10,000.00

FEE SUMMARY

The CONSULTANT's fees for the described services are outlined in the following table. Lump Sum fees will be invoiced monthly based on the status of each task (percent complete).

Task #	Task	LUMP SUM FEE
1	Internal and External Outreach Meetings	\$15,000.00
2	Background Data Acquisition, Gap Analysis, and Asset Inventory	\$40,000.00
3	Exposure Analysis	\$50,000.00
4	Sensitivity Analysis	\$20,000.00
5	Final Vulnerability Assessment	\$10,000.00
6	Adaptation Plan Development and Focus Areas	\$40,000.00
7	Final Adaptation Plan	\$10,000.00
	TOTAL LUMP SUM FEE	<u>\$185,000.00</u>

The CONSULTANT's timeline and deliverable due dates are provided in the following table.

Task #	Task	Due Date
1	Internal and External Outreach Meetings	11/19/2024
2	Background Data Acquisition, Gap Analysis, and Asset Inventory	04/30/2024
3	Exposure Analysis	08/06/2024
4	Sensitivity Analysis	09/03/2024
5	Final Vulnerability Assessment	09/24/2024
6	Adaptation Plan Development and Focus Areas	10/22/2024
7	Final Adaptation Plan	11/19/2024

The CONSULTANT will assist CLIENT with preparing and submitting all quarterly progress reports required by the FDEP Resilient Florida Program.

This Scope of Services constitutes our understanding of the required Professional Services and our relationship under this project, and may only be modified in writing, signed by both parties.

Upon a Notice to Proceed, the CONSULTANT will coordinate with the CLIENT to facilitate a kickoff meeting and develop a final schedule for project meetings, public meetings, and other associated project milestones.

Halff can begin work immediately upon Notice to Proceed from the CLIENT.

Sincerely,



Sean D. Lahav, MPA
Resilience Team Leader, Project Manager
slahav@halff.com

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re CPH Agreement for Professional Services, Task Assignment No. 25 for Spec Martin Stadium Drainage Improvements

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: CPH Agreement

APPROVED BY: Michael Pleus, City Manager, February 1, 2024

SUMMARY/HIGHLIGHT:

As part of Spec Martin Stadium Improvements Phase 1, Alpha Foundations scanned the areas of concern with Ground Penetrating Radar (GPR) to determine the location of any voids under the concrete. They sealed the cracks/joints and filled the voids with structural expanding foam to stabilize the areas of concern. Phase 2 includes identifying areas of erosion and flooding within the stadium and providing engineering analysis and design to rectify these issues.

The attached proposal from CPH Inc., if approved, will provide engineering and architectural design services for this project. The subject Task Assignment # 25 includes topographic survey, geotechnical services, civil engineering services, architectural services and an estimate of probable cost.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Phase 2 design fee has been included in the FY 23/24 Capital Fund Budget as part of the Foundation Improvements at Spec Martin Stadium in the amount of \$105,000.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Task Assignment No. 25 which includes architectural and engineering services, in the total amount of \$104,847.00.

BACKGROUND/DISCUSSION:

N/A

TASK ASSIGNMENT NO. 25

CITY OF DELAND

Spec Martin Stadium Drainage Improvements

January 12, 2024

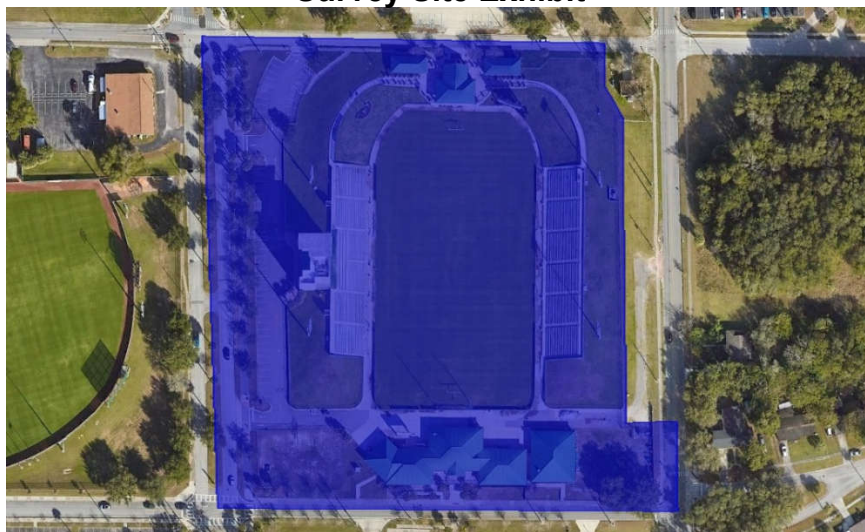
The following scope of services and associated compensation are based on work to be performed by CPH, Inc., herein after called "CPH" for the **Spec Martin Stadium Drainage Improvements**, for the City of DeLand herein after called the "CITY". The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the City.

1.0 Topographic Survey: Perform a Topographic Survey within the 8.6± acre area depicted in blue on the attached "Survey Site Exhibit" as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Collect topographic data at a 50-ft grid utilizing laser scan technology for the project area.
- Modify existing topographic survey with current data.
- Location of existing visible above ground improvements & visible utilities within scope.
- The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points.
- The project will be based on the North American Vertical Datum 88 (NAVD 88) and will be referenced to these published elevations by field locating published benchmarks.
- Signed and sealed survey

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: ALTA/NSPS Land Title Survey, Boundary Survey, As-Built Survey, Tree Survey, Sketch and Descriptions, Soil Borings, Platting, Wetland Location/Delineation, Underground Utility Location/Delineation and Ordinary High Water/Mean High Water.

"Survey Site Exhibit"



2.0 Geotechnical Services:

CPH will utilize Bechtol Engineering to perform geotechnical services. Please refer to the attached proposal as submitted by Bechtol Engineering.

3.0 CIVIL ENGINEERING

3.1 Project Administration

CPH will provide general project management, including, but not limited to communication and coordination with the CITY, preparation of meeting materials and documentation, preparing project billing, preparing invoice report, and tracking project budget and schedule, and attend general project meetings (up to 2 meetings). In addition to the design specific meetings identified below, CPH anticipates bi-weekly conference calls/status updates as part of the project administration task, per the CITY's request. The estimated project duration is assumed to be 6 months.

3.2 Preliminary Engineering Services

CPH will coordinate with City staff to identify areas of erosion and flooding within the site. After completion of the survey and coordination with City Staff, CPH will conduct a site visit and identify areas of erosion and note areas of flooding as identified by the client. Based on the results of the site visit and identified areas of City Staff concern, CPH will prepare a Conceptual Plan with proposed drainage improvements to address the identified areas of concern. The Conceptual Layout will be designed to meet the City's Land Development Regulations (LDR). Plans will be accurate with respect to existing site boundaries and proposed improvement areas.

Conceptual Plans will be supplied to the client in a reproducible format at a suitable scale to fit on a twenty-two by thirty-four-inch (22" x 34") plan sheet and will be accurate, legible and of sufficient detail to allow the City to review and approve a layout prior to moving forward with full design.

A preliminary Engineer's Opinion of Probably Construction Costs (EOPCC) will be prepared for the improvements to address the identified areas of concern.

3.3 Site Plan Construction Documents

Based on the approved Conceptual Plan, CPH will prepare Engineering design construction documents suitable for construction of the proposed drainage improvements. Plans will be prepared in accordance with the City's requirements. Plans will be supplied to the Client in reproducible form at a suitable scale to fit on a twenty-two inch by thirty-four-inch (22" x 34") plan sheet and will be accurate, legible, and complete in design. Plans may include, but are not be limited to the following sheets:

C-1	Cover Sheet
C-2	General Notes
C-3	Demolition & Stormwater Pollution Prevention Plan (SWPPP)
C-4	Grading & Drainage Plan
C-5	Site Dimension Plan
C-6	Detail Sheets

CPH shall submit the Site Construction Plans for review by the CITY and address one (1) round of comments and resubmit the Final Site Construction Plans. It is understood any design revisions requested by the CITY after the Final Site Construction Plans have been prepared, will be

considered additional services. Additional services can be performed on an hourly, not-to-exceed basis, or by approval of an Extra Work Authorization (EWA).

4.0 ARCHITECTURAL SERVICES

Based upon the City's concerns, CPH will work on three areas of concern related to drainage issues for the Spec Martin Memorial Stadium. These areas include the following:

- North Building
 - Existing building standing seam metal roofing with Design new gutters and downspouts for the existing building
 - Coordinate with the Civil Engineers to determine the best location/routing for new underground downspout booting system to prevent water from sitting on the existing sidewalk areas.
- South Building
 - Design new gutters and downspouts for the existing building
 - Coordinate with the Civil Engineers to determine the best location/routing for new underground downspout booting system to prevent water from sitting on the existing sidewalk areas.
 - Design new low wall retainage areas for water collection from the building roofs.
- West Press Box Building
 - Design new leaderbox and downspouts for the low-slope roofing areas of this facility.

We propose the following steps for this scope of work:

4.1 Site Visit and Existing Building Models

- a. CPH will perform one site visit to the three buildings to determine the extent of the current drainage issues and discuss possible solutions with the City's staff.
NOTE: City to provide ladders and access to the existing roofing locations during this site visit.
- b. CPH will use the 3D Scan Survey to development existing building models for use within the scope of work.

4.2 Preliminary Architecture

CPH will prepare a written evaluation report for our findings from Site Visit noted in above – with recommendations for the solutions to the drainage problems. The deliverable document will identify the proposed solution(s) along with one estimate of probable cost (cost estimate) – costs broken down for each of the three buildings.

4.3 Architecture Construction Documents

Upon approval of the evaluation report, CPH will Prepare Construction Documents (drawings with building materials specified on the drawings for each scope of work. Drawings will include the following:

- a. Demolition Floor Plans – as required for new construction.
- b. New Construction Floor Plans/Roof Plans – one for each building
- c. Exterior Elevations – indicating downspout locations.
- d. Gutter sizing and applicable details

- e. Leader-box sizing and applicable details
- f. Downspout sizing and applicable details
- g. Wall construction applicable details for new low-wall structures
- h. Specifications – all specified items will be denoted on the drawings.
 - 1. Front end bidding specifications will be provided by the City. CPH may provide front-end bidding specifications and/or technical booklet specifications as an additional service if requested by the City.
- i. One estimate of probable cost (cost estimate) is included with the Construction Documents. This estimate will be prepared with the sealed and signed construction documents.

COMPENSATION

Labor and Reimbursable Expenses

CPH will perform the Scope of Services contained in this Agreement on a Lump Sum basis, including reimbursable expenses for project specific expenditures such as, travel, printing and reprographics, postage, and telephone usage. Refer to the Standard Hourly Rate Schedule to be utilized on this project.

Task No.	Phase Description	Billing Method	Fee
1.0	Topographic Survey	Lump Sum	\$30,901.00
2.0	Geotechnical Services (Sub)	Lump Sum	\$5,040.00
3.0	Civil Engineering Services	Lump Sum	\$31,646.00
4.0	Architectural Services	Lump Sum	\$37,260.00
	TOTAL	Lump Sum	\$104,847.00

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Special meetings with agencies, other consultants or CITY not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Permitting Services
- Bidding and Post Design Services
- Construction Layout and As-Built Surveys
- Renderings
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's written request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

SIGNATURE BLOCKS

ATTEST:

Printed Name: _____
Title: _____
Authorized Signatory Of Entity

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CPH, Inc.

By: _____
Printed Name: _____
Title: _____
Authorized Signatory Of Entity

CITY OF DELAND

By: _____
Chris Cloudman
Mayor - Commissioner
Date: _____

Spec Martin Stadium Drainage Improvements										
City of DeLand										
ITEM	DESCRIPTION	Surveyor III	Surveyor II	Surveyor I	Survey Crew Chief	2-Man Crew	1-Man GPS	Project Coord.	Expenses	Cost by Task
Current CPH Hourly Rates		\$188.00	\$137.00	\$125.00	\$112.00	\$335.00	\$185.00	\$90.00	\$	\$
1.0 - Surveying Services										
1.0	Topographic Survey	2	1	66	4	46	32	4		\$ 30,901.00
Surveying Services Total		2	1	66	4	46	32	4	\$ -	\$30,901.00
ITEM	DESCRIPTION	--	--	--	--	--	--	--	Expenses	Cost by Task
Current CPH Hourly Rates									\$	\$
2.0 - Geotechnical Engineering Services										
1.0	Geotechnical Engineering Services (Subconsultant)									\$ 5,040.00
Geotechnical Engineering Services Total		0	0	0	0	0	0	0	\$ -	\$5,040.00
ITEM	DESCRIPTION	Project Manager V	Engineer IV (Structural)	Engineer II	Designer IV			Admin I	Expenses	Cost by Task
Current CPH Hourly Rates		\$275.00	\$204.00	\$151.00	\$132.00	\$0.00	\$0.00	\$74.00	\$	\$
3.0 - Civil Engineering Services										
3.1	Project Administration	6						3		\$ 1,872.00
3.2	Preliminary Engineering	6	6	24	24			4		\$ 9,962.00
3.3	Site Construction Plans	8		36	90			4		\$ 19,812.00
Civil Engineering Services Total		20	6	60	114	0	0	11	\$ -	\$31,646.00
ITEM	DESCRIPTION	Architect V	Architect III	Arch Designer V	Arch Designer IV	Arch Designer III	Admin IV	Admin III	Expenses	Cost by Task
Current CPH Hourly Rates		\$282.00	\$190.00	\$150.00	\$132.00	\$123.00	\$121.00	\$99.00	\$	\$
4.0 - Architectural Services										
4.1	Site Visit and Existing Building Models	4			12					\$ 2,712.00
4.2	Preliminary Architecture	16			36			8		\$ 10,056.00
4.3	Architecture Construction Documents	32			56	56		12		\$ 24,492.00
Architectural Services Total		52	0	0	104	56	0	20	\$ -	\$37,260.00
Engineering Services Total										\$104,847.00

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Award of Bid for Mid-Section of Taxiway A Rehabilitation.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Award Letter, Bid Tabulation

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

This project consists of rehabilitating the Mid-section of Taxiway A. The Mid-section of Taxiway A needs to be rehabilitated. The Taxiway will be milled and re-surfaced with 1.5" thick asphalt. The remainder of existing Taxiway pavement is in good condition and does not require any repairs.

This project was bid in accordance with the City's purchasing procedures including advertisement in the local newspaper and on the internet-based Demand Star system. In March 2023, three bids were received from Halifax Paving, Inc., P&S Paving, Inc., and MASCI General Contractor, Inc. as summarized on the attached bid tabulation. Halifax Paving, Inc. was the lowest and the most responsible bidder in the total amount of \$244,807.95. Halifax Paving has agreed to honor their original bid price past the bid hold date.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Facilities and Infrastructure

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lowest bidder, Halifax Paving, Inc, submitted a base bid amount of \$244,807.95. The Federal Aviation Administration (FAA) has agreed to fund 90% (\$220,327.16). The Florida Department of Transportation (FDOT) has agreed to fund 8% (19,584.64) with the airport budget funding the remaining 2% (\$4,896.16). Budgeted Funds are available in project #AP2304 in the Airport Fund to fund this project.

RECOMMENDATION:

Staff recommends that the City Commission award the Mid-Section Taxiway A Rehabilitation Construction Project to Halifax Paving, Inc in the amount of \$244,807.95

BACKGROUND/DISCUSSION:

Construction is anticipated to be completed in late 2024.



January 9, 2024

Mr. John Eiff
Airport Manager
DeLand Municipal Airport
120 Soth Florida Avenue
DeLand, FL 32720

**Re: Recommendation to Award
DeLand Municipal Airport (DED)
Taxiway A (Mid-Section) Rehabilitation
Bid No. 23-09
FDOT FM No. 451595-1**

Dear Mr. Eiff:

On May 11, 2023 at 3PM, the City received bids on the above-noted project. A total of three (3) bids were received as follows:

	Total Bid
Halifax Paving, Inc.	\$244,807.95
P&S Paving, Inc.	\$333,000.00
Masci General Contractor, Inc.	\$431,471.35
Engineer's Estimate	\$328,752.45

The apparent low bidder is Halifax Paving, Inc. (Halifax) with a Total Bid of \$244,807.95. While this amount is approximately 25.5% lower than the Engineer's Estimate, based on the current volatility in the construction market (supply chain issues, availability of contractors, escalation of prices, etc.), this low bid is considered competitive and is still within the project budget. Halifax's proposal included the 5% Bid Bond, acknowledgement of Addendums 1-3, and certification that they are pre-qualified by the FDOT.

Notwithstanding the City's Legal Counsel review, **AVCON** recommends award of the contract to **Halifax Paving, Inc.** for the Total Bid amount of **Two Hundred Forty-Four Thousand Eight Hundred Seven and 95/100 (\$244,807.95)**, subject to the availability of funding. We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

Jack E. Thompson, Jr., CM, LEED AP
Director of General Aviation Services

Enclosure: Bid Tabulation



DELAND MUNICIPAL AIRPORT
TAXIWAY A (MID-SECTION) REHABILITATION
BID TABULATION

					ENGINEER'S ESTIMATE		HALIFAX PAVING, INC.		P&S PAVING, INC.		MASCI GENERAL CONTRACTOR, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	MOBILIZATION	LS	1	\$28,522.95	\$28,522.95	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$93,450.00	\$93,450.00
2	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$23,450.00	\$23,450.00
3	C-102-1	SILT FENCE	LF	1,397	\$5.00	\$6,985.00	\$2.00	\$2,794.00	\$1.50	\$2,095.50	\$3.50	\$4,889.50
4	C-105-2	CONSTRUCTION SURVEY AND STAKING	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$32,000.00	\$32,000.00	\$17,900.00	\$17,900.00
5	C-106-1	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$37,287.20	\$37,287.20	\$45,000.00	\$45,000.00
6	P-101-1	ASPHALT MILLING - 1.5" NOMINAL	SY	6,075	\$4.00	\$24,300.00	\$3.50	\$21,262.50	\$6.00	\$36,450.00	\$4.35	\$26,426.25
7	P-152-1	STRIPPING AND STOCKPILING - 6"	SY	1,602	\$10.00	\$16,020.00	\$10.00	\$16,020.00	\$5.00	\$8,010.00	\$12.50	\$20,025.00
8	P-401-1	ASPHALT SURFACE COURSE	TON	612	\$200.00	\$122,400.00	\$160.00	\$97,920.00	\$166.00	\$101,592.00	\$215.45	\$131,855.40
9	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	729	\$5.00	\$3,645.00	\$7.00	\$5,103.00	\$2.70	\$1,968.30	\$5.75	\$4,191.75
10	P-620-1	PERMANENT TAXIWAY MARKINGS (WITH TYPE III REFLECTIVE BEADS)	SF	2,800	\$5.00	\$14,000.00	\$5.50	\$15,400.00	\$7.00	\$19,600.00	\$3.95	\$11,060.00
11	P-620-2	PERMANENT TAXIWAY MARKINGS - BLACK (NO REFLECTIVE BEADS)	SF	5,652	\$4.50	\$25,434.00	\$0.85	\$4,804.20	\$1.00	\$5,652.00	\$2.10	\$11,869.20
12	P-620-3	TEMPORARY TAXIWAY MARKING (NO REFLECTIVE BEADS)	SF	2,800	\$3.00	\$8,400.00	\$1.30	\$3,640.00	\$1.40	\$3,920.00	\$3.10	\$8,680.00
13	P-620-4	MARKING REMOVAL	SF	3,055	\$2.50	\$7,637.50	\$3.75	\$11,456.25	\$3.80	\$11,609.00	\$3.95	\$12,067.25
14	T-904-1	SODDING	SY	1,602	\$4.00	\$6,408.00	\$4.00	\$6,408.00	\$8.00	\$12,816.00	\$3.50	\$5,607.00
15	MA-1	MISCELLANEOUS ALLOWANCE	EA	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL BID						\$328,752.45		\$244,807.95		\$333,000.00		\$431,471.35



DELAND MUNICIPAL AIRPORT
TAXIWAY A (MID-SECTION) REHABILITATION
BID TABULATION

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4	C-105-2	CONSTRUCTION SURVEY AND STAKING	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$32,000.00	\$32,000.00	\$17,900.00	\$17,900.00
5	C-106-1	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$37,287.20	\$37,287.20	\$45,000.00	\$45,000.00
6	P-101-1	ASPHALT MILLING - 1.5" NOMINAL	SY	6,075	\$4.00	\$24,300.00	\$3.50	\$21,262.50	\$6.00	\$36,450.00	\$4.35	\$26,426.25
7	P-152-1	STRIPPING AND STOCKPILING - 6"	SY	1,602	\$10.00	\$16,020.00	\$10.00	\$16,020.00	\$5.00	\$8,010.00	\$12.50	\$20,025.00
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15	MA-1	MISCELLANEOUS ALLOWANCE	EA	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL BID						\$328,752.45		\$244,807.95		\$333,000.00		\$431,471.35

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Task Order Assignment, Residuals Dewatering System Improvements Design, Permitting and CMAR Assistance Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The Wiley M. Nash Wastewater Facility, as you are aware, has started a three-year upgrade and expansion project. Biosolids dewatering was included in the initial design scope of the facility, but was deemed not to be critical and removed from design due to project price escalation. The Ultra Violet (U/V) system was added to the project at the 60% design drawings for operator and community safety. As such, neither were included in the original state grants that were applied for at that time.

In October of 2023, the city applied for a Water Quality Improvement Grant with the State of Florida for U/V and Dewatering Systems upgrades. On December 21, 2023, the city was informed that we will receive an additional \$15,000,000 million dollar grant for the upgrades at the Wiley M. Nash Wastewater Facility. The current \$23,000,000 million dollar grant will be amended to add the \$15,000,000 million above to bring the total to \$38,000,000 million dollars. It was staff's intention to request a Biosolids Dewatering design project in the upcoming fiscal 24/25 budget and seek approval. However, now that the city will receive this additional grant, staff is requesting that the project be added to this fiscal year 23/24 budget.

The scope of this task assignment would only be for the design, permitting, CMAR and funding assistance for Residuals Dewatering System Improvements project and be 50% eligible to be covered by the grant. The subject task order, if approved, will provide these services. This task does not include any approval for additional funds for construction by the current CMAR contractor nor engineering, and inspections (CEI) Services that will be proposed to the City Commission for approval once design and pricing at a future meeting to complete this project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$492,119.00 per the attached scope. Funds are currently available in the Water and Sewer Fund to cover this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design, permitting, CMAR and funding assistance services for the Biosolids Dewatering System Improvements project.

BACKGROUND/DISCUSSION:

This project would be a good fit to design and add to the current CMAR project that is currently in progress at the Wiley M. Nash Wastewater Facility at this time to expedite its completion.



January 4, 2024

James V. Ailes
Deputy Public Services/ Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL, 32724

Email: Ailesj@deland.org
Hard Copy Mailed Only on Request

**Subject: City of DeLand Water Reclamation Facility Expansion and Upgrades
Residuals Dewatering System Improvements
Scope of Services and Fee Estimate**

Dear Jim,

In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for design, permitting, CMAR and funding assistance for the above referenced project. The project involves design of new dewatering facilities to replace the existing solids handling systems originally constructed during the 1990 expansion project.

These facility upgrades were included in the previous Clean Water State Revolving Fund (CWSRF) 'Facility Plan'; however, due to budget constraints, were not included in the original project design or guaranteed maximum price (GMP) provided by the CMAR contractor. Recently, the City was awarded a \$15M water quality grant from the FDEP that will fund the required solids handling facility upgrades to accommodate the current, and future, capacity expansion to an ultimate plant capacity of 12 MGD.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.



Brad T Blais, P.E.
Client Manager



Matt Guzinski
Deputy Project Manager

BTB/MDG;bf

**CITY OF DELAND
SCOPE OF SERVICES
FOR
WATER RECLAMATION FACILITY EXPANSION AND UPGRADES
RESIDUALS DEWATERING SYSTEM IMPROVEMENTS**

This proposal is in conformance with the Professional Services Agreement for City of DeLand Wiley M. Nash Water Reclamation Facility Expansion and Upgrades RFQ #22-01, between the City of DeLand (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the CONTRACT.

GENERAL

The project involves replacement of the existing sludge dewatering facilities originally constructed in 1991. The current expansion project does not include modifications to the sludge dewatering systems; however, the age of the existing equipment and future flow increases dictate the need for major improvements to the existing facilities. The existing CWSRF Facility Plan identifies this work as a required process upgrade. An FDEP grant has been received by the City to fund this work.

The proposed scope of work includes an evaluation of alternatives to replace the existing belt filter presses with more advanced, higher capacity equipment that will produce a dewatered product with higher solids concentration thus reducing disposal costs, per ton. Higher solids concentration residuals will also support future advances Class A sludge management processes currently being considered by regional partners.

Based upon the result of this evaluation, preliminary designs and cost estimates will be developed for the proposed equipment and materials handling systems. This may entail replacement or significant modifications to the existing structure, walkways, platforms, electrical and instrumentation systems. The proposed design scope provides for anticipated changes that will result from new equipment and potentially an increase in the number of devices required to accommodate future flows.

The proposed scope assumes that the existing CMAR contractor will be engaged to construct the referenced improvements. The scope described herein includes CMAR assistance for the Contractor's development of a guaranteed maximum price (GMP) proposal for the City's consideration. This scope also includes funding assistance in administering the additional grant funds received for this work.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated ten (10) to twelve (12) month design duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). Site visits to other facilities will be conducted with the OWNER to look at different equipment being evaluated. The PDR will include the following: project understanding and goals, design alternatives, planning level engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

A draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two (2) week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting. The PDR will include 30% level design plans.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the equipment selection shown in the final PDR, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two (2) week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two (2) week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

The 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 4 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit fees will be paid by MEAD & HUNT. Certifications of Completion (COC) with respective permitting agencies are not included in this phase.

FDEP Minor Modification to Wastewater Operating Permit

MEAD & HUNT will attend one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the various design components.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER. The OWNER will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by MEAD & HUNT.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAIs in a timely manner to minimize any potential schedule impacts.

Deliverables – Permitting

- Final FDEP Wastewater Operating Permit Minor Modification application and final permit

PHASE 5 – CMAR and FUNDING ASSISTANCE

MEAD & HUNT will provide CMAR in support of guaranteed maximum price (GMP) development by the CMAR contractor and provide funding assistance services to include: preparation of GMP documents, attendance at GMP meetings, preparation of GMP responses and funding coordination.

Deliverables – CMAR and Funding Assistance

- GMP Plans and Specifications
- GMP meeting attendance
- GMP responses

PHASE 6 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

Allowances are included for engaging subconsultants as needed in support of proposed design and permitting activities. Subconsultant allowances for survey and geotechnical services are included in the Compensation section. Subconsultants will be billed at actual cost plus 10%

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>52 weeks*</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>12 weeks</i>	<i>Receipt of notice to proceed</i>
<i>City Review of PDR</i>	<i>2 weeks</i>	<i>Receipt of Draft PDR</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>12 weeks</i>	<i>City approval of PDR</i>
<i>City Review of 60%</i>	<i>2 weeks</i>	<i>Receipt of 60% Design</i>
<i>Task 2 – 90% Design</i>	<i>8 weeks</i>	<i>City approval of 60% Design</i>
<i>City Review of 90%</i>	<i>2 weeks</i>	<i>Receipt of 90% Design</i>
<i>Task 3 – 100% Design</i>	<i>4 weeks</i>	<i>City approval of 90% Design</i>
<i>Phase 4 – Permitting</i>	<i>8 weeks*</i>	<i>City approval of 90% Design</i>
<i>Phase 5 – CMAR and Funding Assistance</i>	<i>16 weeks</i>	<i>City Approval of 90% documents</i>

*The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The proposed fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 6 – Project Management</i>	<i>\$36,754</i>	<i>Lump Sum</i>
<i>Phase 7 – Preliminary Design</i>	<i>\$80,644</i>	<i>Lump Sum</i>
<i>Phase 8 – Project Design</i>	<i>\$269,458</i>	<i>Lump Sum</i>
<i>Phase 9 – Permitting</i>	<i>\$17,053</i>	<i>Lump Sum</i>
<i>Phase 10 – CMAR & Funding Assistance</i>	<i>\$55,252</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$459,161</i>	
<i>Phase 6 – Contingency at 5%</i>	<i>\$22,958</i>	<i>Time & Expense</i>
<i>Phase 7 – Reimbursables Allowance (Printing, etc.)</i>	<i>\$10,000</i>	<i>Actual Cost plus 10%</i>
<i>TOTAL</i>	<i>\$492,119</i>	

AUTHORIZATION:

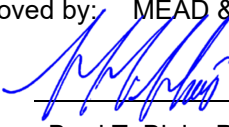
The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Mr. James V. Ailes
January 4, 2024
Page 8

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: James Ailes

Name: Brad T. Blais, PE

Title: Utilities Director

Title: Vice President/Client Manager

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

Date: _____

Date: January 4, 2024

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT
BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT OWNER HALL, OWNER OF DELAND, 120 SOUTH FLORIDA
AVENUE, DELAND, FL 32720, OWNER Clerk, Julie A. Hennessy, MMC (386) 626-7130,
Hennessy@deland.org.

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Utility Service Agreement and Fair Share Agreement for Pointe Grand Apartments.

DEPARTMENT: Utilities

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

ATTACHMENTS: Pointe Grand Apartments USA- partially signed, Pointe Grand Appartment FSA - partially signed

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The Pointe Grand Apartments complex project is located on the east side of North Spring Garden Avenue just south of The Cascades subdivision and north of the Miller Shopping Center. The proposed apartment complex will equate to two hundred and four (204) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

The project is also in the West Side Interceptor Force Main service area. Thus, as is consistent with City policy, the developer has executed a West Side Interceptor Force Main Concurrency and Fair Share Agreement which is intended to compensate the City for use of the West Side Interceptor Force Main in proportion to the capacity of that pipeline used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the City will receive water and impact fees and ongoing utility revenue from the two hundred and four equivalent apartment units constructed. In addition, the City will receive payment for the West Side Interceptor Fair Share contribution in the amount of \$183,396 (\$899 per unit x 204 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement and Fair Share Agreement for the Pointe Grand Apartments.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
POINTE GRAND APARTMENTS**

THIS AGREEMENT is entered into this ____ day of _____, 2023, between the City of DeLand (City) and HP-212017 DELAND, LLC (Developer) regarding utility service for the Pointe Grand Apartments project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located on the east side of Spring Garden Ave and south of Clear Lake Dr, DeLand, FL and described as:

TAX PARCEL NUMBERS

70050000012A

5-17-30 N 52.58 FT OF S 329.03 FT MEAS ON W/L OF W 222.20 FT MEAS ON N/L E OF SR 15A OF N 1/2 OF SW 1/4 OF SW 1/4 PER OR 4618 PGS 3312-3313 PER OR 5512 PG 0045 PER OR 5644 PG 1705 PER OR 5662 PG 4305 PER OR 7784 PG 2102 PER OR 8104 PG 3907 PER OR 8364 PG 3673

70050000012B

5-17-30 N 8.09 FT OF S 276.45 FT MEAS ON W/L OF E 768.49 FT OF W 818.48 FT MEAS ON S/L OF N 1/2 OF SW 1/4 OF SW 1/4 PER OR 4613 PGS 4754 & 4757 PER OR 5512 PG 0045 PER OR 5644 PG 1705 PER OR 5662 PG 4305 PER OR 7784 PG 2102 PER OR 8104 PG 3907 PER OR 8364 PG 3673

700500000124

5-17-30 N 1/2 OF SW 1/4 OF SW 1/4 EXC PART IN THE CASCADES UNIT 1 MB 41 PG 166 & EXC S 276.45 FT MEAS ON W/L OF W 770.76 FT MEAS ON S/L & EXC N 52.58 FT OF S 329.03 FT MEAS ON W/L OF W 222.20 FT MEAS ON N/L & EXC IRREG PARCEL PER OR 5454 PG 2127 MEAS 505.49 FT ON S/L & MEAS 664.23 FT ON E/L & EXC 15A PER OR 4253 PG 1000 PER OR 5512 PG 0045 PER OR 5644 PG 1705 PER OR 5662 PG 4305 PER OR 7784 PG 2102 PER OR 8104 PG 3907 PER OR 8364 PG 3673

700500000125

5 17 30 IRREG PARCEL IN NW 1/4 OF SW 1/4 & IN N 1/2 OF SW 1/4 OF SW 1/4 S OF THE CASCADES UNIT 1 MB 41 PG 166 MEAS 505.49 FT ON S/L & MEAS 664.23 FT ON E/L PER OR 4283 PG 1000 & PER OR 5454 PG 2127 & PER OR 5454 PG 2127 PER OR 6217 PG 4439 PER OR 7626 PG 4840 PER OR 8169 PG 1723 PER OR 8364 PG 3673

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

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

- Potable water connection to existing 8" stub out, 8" Gate Valve, 8"x10" reducer, 10"x10" tee, 10' Gate Valve and approximately 225 LF+/- of 10" PVC or HDPE pipe.
- Reuse water connection to existing 12" Gate Valve, 12"x6" reducer, 6"x6" tee, 6" gate valve and approximately 270 LF+/- of 6" PVC or HDPE pipe.
- Sewer connection to existing 8" PVC stub out from manhole and approximately 10 LF +/- of 8" PVC pipe.
- The City will own and be responsible for the water and reclaim system only up to the point of the master meters.
- All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services beyond master meter, all sewer gravity lines, and reclaimed water piping mains and services beyond master meter shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.
- All connections to City facilities shall be made at Developer's expense. All water meters 2" and smaller will be installed by the City at the Developer's expense.
- Offsite lift station #51 modification required to free up capacity for this project at lift station #21 & #10. A contribution to the City toward the upgrade of Lift station #51 requires two 10 HP/1800 RPM rotating assemblies with 8 1/8" impellers, upsized motor control components and revised wiring diagram. Developer will purchase this equipment and provide it to the city prior to clearance of utilities for the apartments. City will perform install of equipment and redirection of flow to Westside Interceptor to free up capacity at no additional cost.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

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

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

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

ensure that the systems are being constructed in accordance with the approved engineering plans and specifications.

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

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

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

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed Pointe Grand Apartments, Developer agrees to sign a covenant to support annexation to the City of DeLand. This covenant shall be recorded and shall be binding upon all successors and assigns.

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

[Signature]
 Name: Steven Campisi
 Title: Manager

Christopher M. Cloudman
 Mayor

ATTEST:
[Signature]
 Name: GABRIEL SHIBLY / CFO
 Secretary

ATTEST:
Julie A. Hennessy
 City Clerk - Auditor

[Signature]
 Witness Robyn Samba

Witness

[Signature]
 Witness Michelle Jarae

Witness

STATE OF FLORIDA
 COUNTY OF VOLUSIA

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

Notary Public - State of Florida

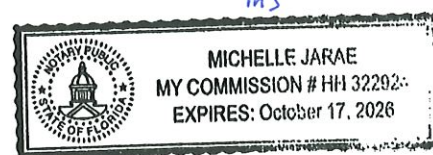
Name: _____
 My Commission expires: _____

STATE OF FLORIDA
 COUNTY OF ~~VOLUSIA~~
Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of January, 2023 by Steven Campisi, the Manager of HP-212017 DELAND, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.

[Signature]
 Notary Public - State of Florida

Name: Michelle Jarae
 My Commission expires: 10/17/2026



Contact Information:

OWNER/APPLICANT

HP-212017 DELAND, LLC
101 S. NEW YORK AVE, SUITE 211
WINTER PARK, FL 32789
(303) 656-8506

SURVEYOR

ATWELL, LLC
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA 30057
(678) 274-8043

LANDSCAPE ARCHITECT

DALY DESIGN GROUP
913 N. PENNSYLVANIA AVE
WINTER PARK, FL 32789
(407) 740-7373

CIVIL ENGINEER

EVANS ENGINEERING, INC
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515

GEOTECHNICAL ENGINEER

GEOSERVICES, LLC
2561 WILLOW POINT WAY
KNOXVILLE, TN 37931
(865) 539-8242

ENVIRONMENTAL ENGINEER

RAYEA, LLC
2781 CARRIE DR.
KENNESAW, GA 30144
(678) 378-7561

Utility Contact

WATER/RECLAIM/SEWER

CITY OF DELAND
1101 S AMELIA AVE
DELAND, FLORIDA 32724
(386) 626-7250

ELECTRIC

DUKE ENERGY
275 PONKAN ROAD
APOPKA, FLORIDA 32712
(407) 938-6690

CABLE / PHONE

SPECTRUM
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407) 291-2500

GAS

FLORIDA PUBLIC UTILITIES
450 S HWY 1792
DEBARY, FLORIDA 32713

**WESTSIDE INTERCEPTOR FORCE MAIN
CONCURRENCY AND FAIR SHARE AGREEMENT
FOR
POINTE GRAND APARTMENTS**

This Westside Interceptor Force Main Concurrency and Fair Share Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of DeLand, Florida, a Chartered Florida Municipality located in Volusia County, Florida, ("City") and HP-212017 DELAND, LLC with its principal office located at 101 S New York Ave, Suite 211, Winter Park, FL 32789 ("Developer").

Tax Parcel ID. Numbers:

70050000012A

5-17-30 N 52.58 FT OF S 329.03 FT MEAS ON W/L OF W 222.20 FT MEAS ON N/L E OF SR 15A OF N 1/2 OF SW 1/4 OF SW 1/4 PER OR 4618 PGS 3312-3313 PER OR 5512 PG 0045 PER OR 5644 PG 1705 PER OR 5662 PG 4305 PER OR 7784 PG 2102 PER OR 8104 PG 3907 PER OR 8364 PG 3673

70050000012B

5-17-30 N 8.09 FT OF S 276.45 FT MEAS ON W/L OF E 768.49 FT OF W 818.48 FT MEAS ON S/L OF N 1/2 OF SW 1/4 OF SW 1/4 PER OR 4613 PGS 4754 & 4757 PER OR 5512 PG 0045 PER OR 5644 PG 1705 PER OR 5662 PG 4305 PER OR 7784 PG 2102 PER OR 8104 PG 3907 PER OR 8364 PG 3673

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5-17-30 N 1/2 OF SW 1/4 OF SW 1/4 EXC PART IN THE CASCADES UNIT 1 MB 41 PG 166 & EXC S 276.45 FT MEAS ON W/L OF W 770.76 FT MEAS ON S/L & EXC N 52.58 FT OF S 329.03 FT MEAS ON W/L OF W 222.20 FT MEAS ON N/L & EXC IRREG PARCEL PER OR 5454 PG 2127 MEAS 505.49 FT ON S/L & MEAS 664.23 FT ON E/L & EXC 15A PER OR 4253 PG 1000 PER OR 5512 PG 0045 PER OR 5644 PG 1705 PER OR 5662 PG 4305 PER OR 7784 PG 2102 PER OR 8104 PG 3907 PER OR 8364 PG 3673

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5 17 30 IRREG PARCEL IN NW 1/4 OF SW 1/4 & IN N 1/2 OF SW 1/4 OF SW 1/4 S OF THE CASCADES UNIT 1 MB 41 PG 166 MEAS 505.49 FT ON S/L & MEAS 664.23 FT ON E/L PER OR 4283 PG 1000 & PER OR 5454 PG 2127 & PER OR 5454 PG 2127 PER OR 6217 PG 4439 PER OR 7626 PG 4840 PER OR 8169 PG 1723 PER OR 8364 PG 3673

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, Westside Force Main and Master Pump Station Impact Fee Surcharge Study and the sanitary sewer utility improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed by the parties and their respective professional consultants, and all information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described in the attached Exhibit "A." Developer desires to permit, develop and, if appropriate, plat the real property for an approximately 14.16-acre multi-family apartments (POINTE GRAND APARTMENTS); and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for wastewater utilities; and

WHEREAS, the City would not have sufficient wastewater transmission lines in the vicinity of the Project without the installation of the Westside Interceptor Force Main such that the Project could not be built without the Westside Interceptor Force Main; and

WHEREAS, the Westside Interceptor Force Main, as more particularly described in the attached Exhibits, is required in order for the Project to meet minimum concurrency requirements for wastewater to support the proposed Project; and

WHEREAS, it would not be feasible for the Developer to install the entire Westside Interceptor Force Main at its sole expense; and

WHEREAS, the Westside Interceptor Force Main will provide sanitary sewer transmission capacity to other developments in the vicinity of the Project such that it is more practical and fair that the City install the Westside Interceptor Force Main and collect from the Developer only its fair share cost of the said Westside Interceptor Force Main; and

WHEREAS, the City is desirous of including the Concurrency Improvements described below in the City's Comprehensive Plan Capital Improvement Element in the next annual amendment; and

WHEREAS, the City and the Developer desire to enter into this Agreement in order to utilize the provisions of Section 163.3180(11) Florida Statutes (2005) to implement the "fair share" process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Construction.** The City agrees to construct, or to have constructed, the Westside Interceptor Force Main in accordance with the plans and specifications for the said project, which plans may be amended from time to time in the normal course of construction. Construction of the Westside Interceptor Force Main will commence and be complete to meet concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence or recommence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or

reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.

3. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Westside Interceptor Force Main and as a requirement for receiving preliminary plat approval for the Project(s), Developer shall pay to the City a fair share assessment, ("Fair Share Payment"). The Fair Share Payment shall be an amount determined by multiplying the number of lots/units in the subdivision or equivalent residential units for a non-residential project times \$899.00 which is the per residential dwelling unit determined by the Westside Force Main and Master Pump Impact Fee Surcharge Study attached hereto as Exhibit "B". For this project, the number of equivalent residential units is mutually agreed to be 204. The Developer shall be required to make payment for the total amount of its Fair Share Payment at the time of approval of the preliminary plat or site plan for the Project, and must be received by the City prior to issuance of any development permits by the City. The requirement to make the Fair Share Payment shall be deemed to be a condition of approval of the preliminary plat or site plan for the project, regardless of whether any resolution or other action of the City evidencing approval of the preliminary plat or site plan specifically references such condition. In the event that the actual number of lots approved by way of approval of the final plat exceeds those approved in preliminary plat, then Developer shall pay, as a condition of approval of the final plat, the additional fee for those lots, or be entitled to a refund, as the case may be.
4. **Vested Rights in Wastewater Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's wastewater concurrency requirements for the Project and that the Project shall be fully vested with wastewater concurrency for purposes of development and related Project construction, subject only to the requirement to pay sewer impact fees which become due and payable in accordance with the City's wastewater impact fee ordinance, as the same may be amended from time to time.
5. **No Entitlement to Impact Fee Credits.** Nothing herein is intended to entitle the Developer to any credit toward, or to otherwise reduce its obligation to pay sewer impact fees pursuant to the City's sewer impact fee ordinance, as the same may be amended from time to time.
6. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.

C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.

D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct at least one public hearing. At the City's option, one of these public hearings may be held by the City Planning Board.

i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.

ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2005), as amended from time to time.

iii. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment and such other information as the City Staff shall reasonably deem pertinent and appropriate.

iv. All notices shall specify a place where a copy of the proposed amendment can be obtained.

H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

I. Recording. This Agreement shall be recorded by the City in the Public Records of Volusia County, Florida.

J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in

the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.

K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF DELAND, a Florida
Municipal Corporation

Printed Name: _____

Printed Name: _____
Christopher M. Cloudman, Mayor

Printed Name: _____

Printed Name: _____

Attest: _____
Julie A. Hennessey, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Christopher M. Cloudman and Julie A. Hennessey, as Mayor and City Clerk, respectively, of the City of DeLand, a Florida municipality, on behalf of the City. They are personally known to me or have produced as _____ identification.

Notary Public, State of Florida at Large Commission Number _____

WITNESSES:

HP-212017 DELAND, LLC

Rubyn Samber
Printed Name: Rubyn Samber

Samuel Terry
Printed Name: Samuel Terry

Victoria Rowars
Printed Name: Victoria Rowars

Michelle Jaroe
Printed Name: Michelle Jaroe

By: [Signature]
Name/Title Steven Campisi, Manager

Attest: [Signature]
Name/Title: GABRIEL SHIBLY / CFO

Date: 1/12/24

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of January, 2024, by Steven Campisi and Gabriel Shibly, in their respective official capacities as Manager and CFO, respectively, on behalf of HP-212017 DeLand, a Florida LLC. They are ☒ personally known to me, or ☐ have produced _____ as identification.

NOTARY PUBLIC:

Michelle Jaroe
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number



CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Gateway Grant Request for 228 West Howry Avenue.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: 228 W Howry-Sweet Tea Cafe, 228 W Howry Appraiser Information, 228 W Howry Aerial

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The owner of the property located at 228 W. Howry Ave. has applied for a \$5,000 Gateway Grant for exterior improvements of the building. Proposed work includes repair of siding, soffits, fascia boards and fallen gutters, along with repainting of the entire building. Grants may be awarded for up to 50% of the cost of improvements or a maximum of \$5,000. The estimated cost of the improvements is \$11,500. The proposed use of the building is for mixed-use with a tea room on the first floor and residential on the upper floor. Gateway grants are intended for upgrading commercial properties and the Main Street DeLand review committee has expressed concerns that the tea room is not yet in operation. Staff concurs with their concerns and recommends that award of the grant be conditioned upon the first floor of the building being in active commercial use.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community" as a key asset

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is \$68,285.50 remaining in the current FY 23/24 budget for Gateway Grants.

RECOMMENDATION:

Staff recommends that the City Commission approve the Gateway Grant request for \$5,000 conditioned upon the first floor being actively in commercial use.

BACKGROUND/DISCUSSION:

The applicant is opening a tearoom at 228 W. Howry Ave., formerly a historic bed & breakfast. The applicant is undertaking a substantial investment in exterior renovations in accordance with the grant's eligible improvement category.

Nick Conte

From: sweetteacafehistoricdeland@gmail.com
Sent: Wednesday, November 8, 2023 3:48 PM
To: Nick Conte
Subject: Fw: Gateway Grant Application 228 W. Howry Ave
Attachments: Adobe Scan Nov 08, 2023 (2).pdf; paintestimate11.08.23.pdf; 228.jpg; cottage11.8.23.jpg

Mr. Conte,

It was a pleasure speaking with you about the Grant Opportunities. I am so very excited about making my property beautiful and attracting customers to the Deland Area. I hope I have included everything that is needed.

Thank you so much for your assistance,
Loretta Chapman
Sweet Tea Cafe LLC.

----- Forwarded Message -----

From: sweetteacafehistoricdeland@gmail.com <sweetteacafehistoricdeland@gmail.com>
To: conten@deland.org <conten@deland.org>
Sent: Wednesday, November 8, 2023 at 03:41:17 PM EST
Subject: Gateway Grant Application 228 W. Howry Ave

GATEWAY GRANT APPLICATION

2022 - 2023

Property Address: 228 W Howny Ave Deland, Fl.
Project Description: Painting Exterior of Two Buildings.
Owner's Name: Sweet Tea Cafe LLC. Loretta Chapman
Owner's Address: 228 W Howny Ave Deland, Fl. 32720
Phone: 954-401-6034
E-Mail Address: Sweetteacafehistoricdeland@gmail.com
Applicant's Name: Loretta Chapman
Applicant's Address: 228 W Howny Ave
Phone: 954-401-6034
E-Mail Address: Sweetteacafehistoricdeland@gmail.com
Type of Improvement Planned: Paint all Exterior using colors off the list approved by Historic Dept, In order to open Tea Room.
Estimated Cost of Project: \$ 11,500.00 Amount Requested \$ 5,000.00

(Maximum grant award of \$5,000; cannot be more than 50% of project cost) Attach detailed outline of proposed work, including:

1. Photographs clearly showing existing conditions.
2. Detailed drawing to approximate scale, showing proposed improvements.
3. Samples of proposed colors to be used on building and signs, if applicable.
4. Landscape plans, if applicable.
5. Project budget with at least three (3) contractor estimates.

Colors: SW 6056
SW 6227
SW 6225
SW 6326

AGREEMENT

I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the City Commission and comply with the following:

1. Gateway grants apply only to those commercial structures and buildings within the designated gateway areas.
2. Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.
3. It is the responsibility of the owner or APPLICANT to obtain all required permits from the city BEFORE beginning any work. No reimbursements will be made without the proper permits before work begins.
4. Project work must begin within 45 days after the building permit is issued.
5. Monies are for improvements only and will be reimbursed upon completion of work. In-Kind expenses are not reimbursable.
6. For projects where the applicant is not the property owner, the applicant must obtain approval in writing that the property owner concurs with the execution of the proposed work.

NO PROJECT WORK MAY BEGIN WITHOUT:

1. City Commission approval.
2. Signed Contract Documents.
3. All required development orders and permits.
4. Unapproved deviations from the approved proposal will void funding.

(Sidenote)
Also
planning
to Beautify
property
by making
a Butterfly
Garden.

Looking
for
funds
+
assistance.

Grantees are responsible for meeting with the City Planning Officials and/or Building Officials prior to grant application to find out the legal needs, permits, etc. Grantee must comply with all relevant requirements. Grantee is responsible for making certain that their contractors have pulled the proper permits.

Louette Chapman
Applicant

Nov. 8, 2023
Date

GATEWAY GRANT CONTRACT

This agreement is made and entered into this _____ day of _____, by and between the City of DeLand and Sweet Tea Cafe / Ipretha Chapman (hereinafter "Applicant"), for a grant project on the property located at 228 Howery Ave DeLand, FL for and in consideration of the mutual covenants expressed herein and other good and valuable considerations. The adequacy of which is hereby acknowledged, the parties agree as follows:

APPLICANT AGREES:

- A. To perform the work for the project, set forth in the specifications attached hereto and made a part hereof, in a workmanlike manner and all work shall be done in strict conformance with all applicable federal, state, county and city codes, laws, regulations and ordinances. If a Contractor (s) is hired by the applicant for this project, the applicant bears responsibility to the Contractor(s) for cost of the project.
- B. To complete the approved project and submit to the City of DeLand all documentation specified as necessary to receive payment no later than September 30th of the grant award year, including such extensions as may be granted by the City in writing.
- C. To maintain, with no substantial changes, the improvements for ten (10) years unless otherwise agreed to by the City Commission.
- D. To hold harmless the City of DeLand and its individual employees and committee members, in the event of property damage, personal or physical injury occurring as a result of working on the project.
- E. To submit proof of payment to the City of DeLand for any expenses incurred under the terms of this grant including but not necessarily limited to engineering survey costs, work performed by a contractor and construction material and landscaping expenses.

THE CITY AGREES:

- A. The work in progress will be inspected by the City and the City will work with the property owner and the Contractor to ensure that the work meets the objectives of the Gateway Business Improvement Program. The City of DeLand will not be responsible for the quality of material and workmanship.
- B. Reimbursement of \$ _____ (max of \$5,000) shall be made by the City of DeLand to the Applicant upon completion of work, and the City of DeLand's on-site inspection and written acceptance of same. The applicant shall submit proof of payment to the City of DeLand for any item for which reimbursement is requested including professional services, costs of materials or work performed by a contractor.

WITNESS the hands and seals of the parties hereto the date first written above.

BY: _____
City of DeLand Community Development Director

BY: _____

Main Street DeLand Executive Director

BY: Louetta Chapman
Applicant

BY: Sweet Tea Cafe / Louetta Chapman
Owner

ESTIMATE

Prepared For

Lorretta Baker
228 W Howry Avenue
Deland, FL 32720
(954) 401-6034

Cadfael Services LLC

4117 S Peninsula Dr
Wilbur by the Sea, Florida 32127
Phone: (386) 679-3229
Email: yogajim2020@gmail.com

Estimate #

228 W Howry Ave Whole
House Painting

Date

10/20/2023

Business /

92-1561397

Tax #

Description

Total

Whole House Painting

\$6,499.84

Whole house exterior painting at \$1.80 sq ft for 3485 sq ft. Painting will include 2 coats of paint, primer over any raw/new wood. Up to three wall & trim colors plus the sky blue interior of the front porch. Also includes the painting of the decking and pickets of the front porch. Colors to be determined by customer.

Additional Woodwork & Extras

\$4,662.73

Replacing rotten siding, soffits, fascia boards and fallen gutters ; done on a cost plus basis

Subtotal

\$11,162.57

Total

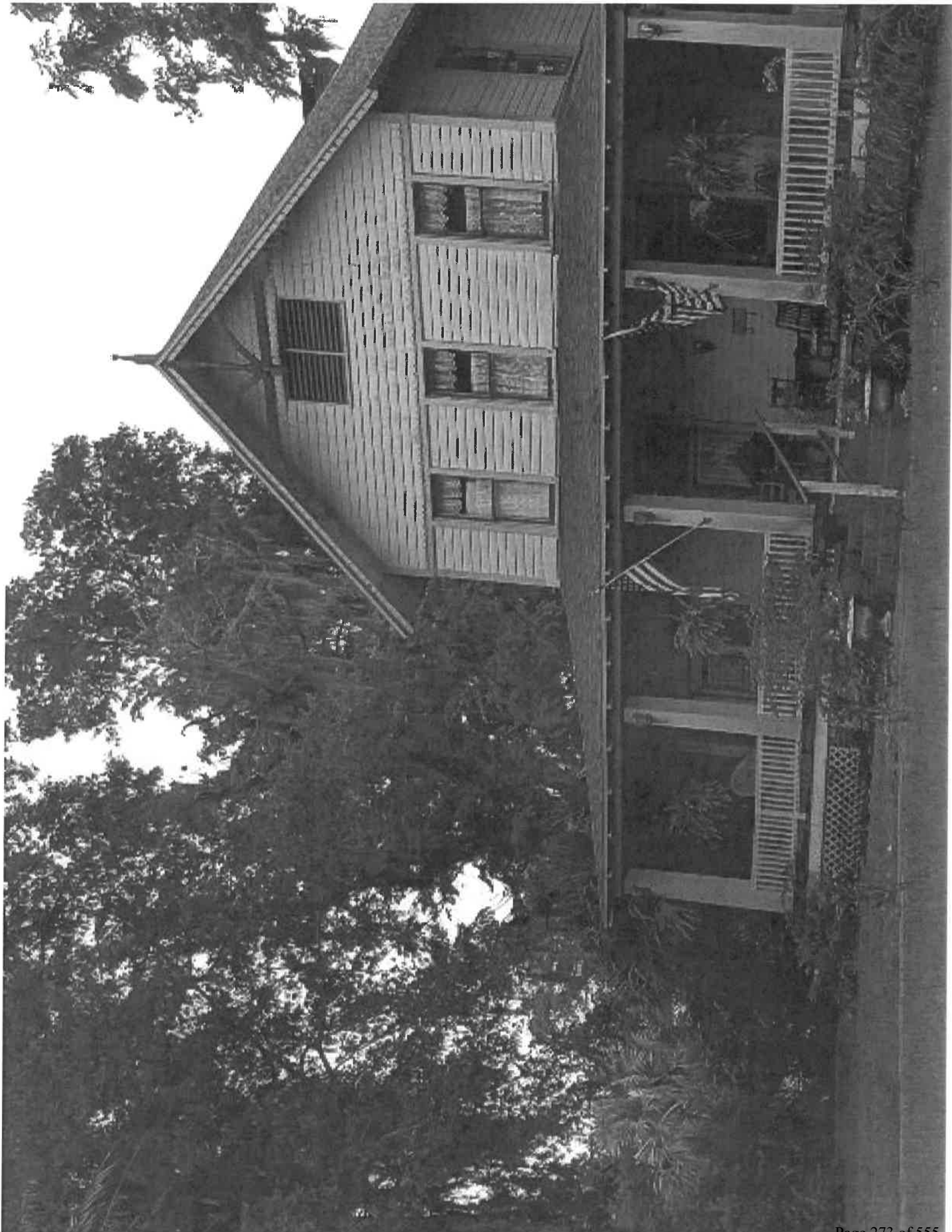
\$11,162.57

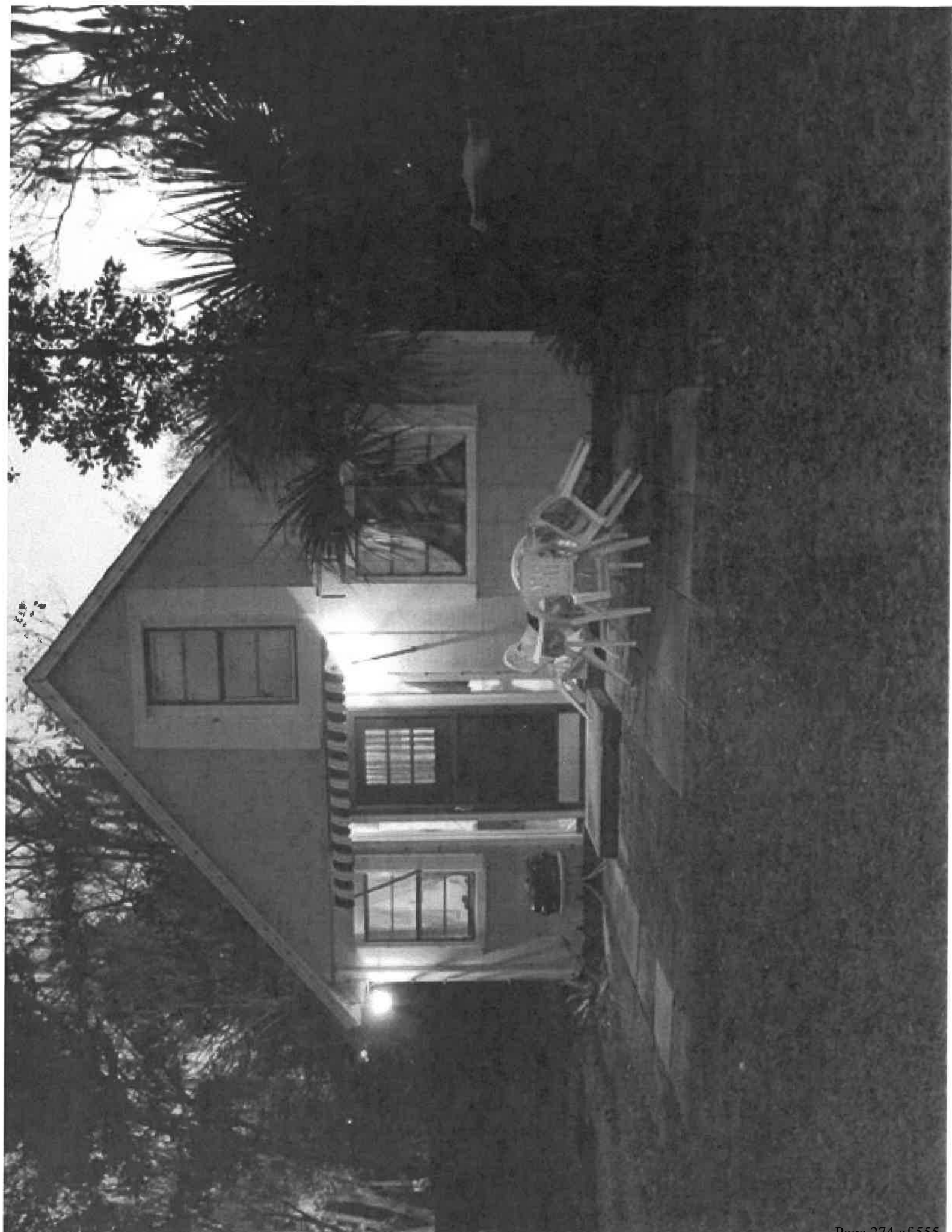
Notes:

I would propose the damaged and rotting siding be replaced on a cost of materials plus labor basis. I'll provide a weekly breakdown of materials and labor. I would estimate the siding replacement and repair will take approximately 4 weeks, weather permitting plus any holiday breaks. Painting will take an additional two to three weeks.

I would like to get measurements on the secondary building to provide a better estimate for the secondary building in the rear of the property, I would say from my initial assessment that the siding on the building needs replacement due to the scope of rotting on the building. Painting would be along the same guidelines and pricing structure as the main house.

Lorretta Baker





Property Summary

Alternate Key:	2246481
Parcel ID:	701610000030
Township-Range-Section:	17 - 30 - 16
Subdivision-Block-Lot:	10 - 00 - 0030
Owner(s):	SWEET TEA CAFE LLC - FS - Fee Simple - 100%
Mailing Address On File:	228 W HOWRY AVE DELAND FL 32720 5424
Physical Address:	228 W HOWRY AVE, DELAND 32720
Building Count:	2
Neighborhood:	7136 - DELAND BUS DIST S OF HWY 44
Subdivision Name:	BOND LUMBER CO BLK 9 HOWRYS ADD
Property Use:	1200 - STORE/OFF/RES
Tax District:	012-DELAND
2023 Final Millage Rate:	18.7526
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT C SUB BLK 9 HOWRYS ADD DELAND MB 5 PG 127 PER OR 3966 PG 3646 PER OR 5379 PG 0668 PER OR 6321 PG 3419 PER OR 7433 PG 1798 PER OR 7433 PGS 1799-1801 INC PER OR 7891 PG 2713 PER

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$199,747	\$208,828	\$193,209
Land Value:	\$104,507	\$104,507	\$88,760
Just/Market Value:	\$304,254	\$313,335	\$281,969

Working Tax Roll Values by Taxing Authority

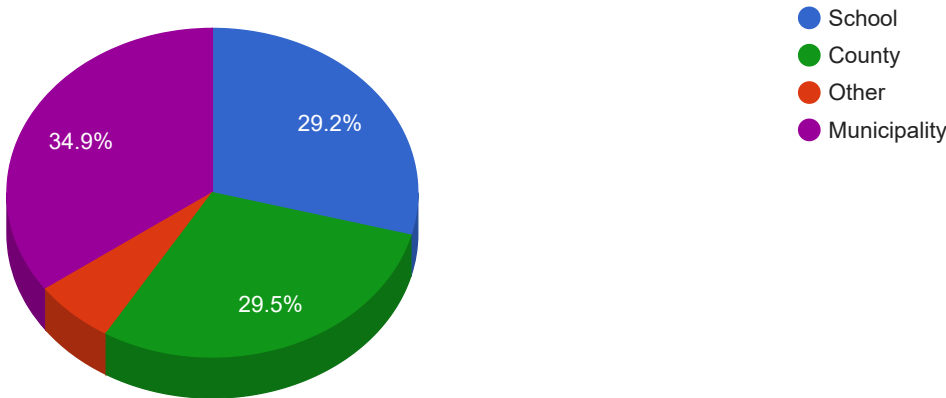
Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	\$304,254	\$304,254	\$0	\$304,254	1.5000	\$456.38
0012	DISCRETIONARY	\$304,254	\$304,254	\$0	\$304,254	0.7480	\$227.58
0011	REQ LOCAL EFFORT	\$304,254	\$304,254	\$0	\$304,254	3.1610	\$961.75
0050	GENERAL FUND	\$304,254	\$304,254	\$0	\$304,254	3.3958	\$1,033.19
0055	LIBRARY	\$304,254	\$304,254	\$0	\$304,254	0.4209	\$128.06
0053	PUBLIC SAFETY FUND	\$304,254	\$304,254	\$0	\$304,254	1.4541	\$442.42
0058	VOLUSIA ECHO	\$304,254	\$304,254	\$0	\$304,254	0.2000	\$60.85
0057	VOLUSIA FOREVER	\$304,254	\$304,254	\$0	\$304,254	0.2000	\$60.85
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$304,254	\$304,254	\$0	\$304,254	0.0288	\$8.76
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$304,254	\$304,254	\$0	\$304,254	0.1793	\$54.55
0070	WEST VOLUSIA HOSPITAL AUTHORITY	\$304,254	\$304,254	\$0	\$304,254	0.9806	\$298.35
0150	DELAND	\$304,254	\$304,254	\$0	\$304,254	6.4841	\$1,972.81
						18.7526	\$5,705.55

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$5,705.55
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$5,705.55
				Estimated Tax Amount without SOH/10CAP	\$5,705.55

Where your tax dollars are going:



Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2023	\$104,507	\$208,828	\$313,335	\$310,166	\$0	\$310,166	\$0
2022	\$88,760	\$193,209	\$281,969	\$281,969	\$0	\$281,969	\$0
2021	\$85,896	\$182,600	\$268,496	\$268,496	\$0	\$268,496	\$0
2020	\$85,896	\$192,030	\$277,926	\$277,926	\$0	\$277,926	\$0
2019	\$85,896	\$183,772	\$269,668	\$269,668	\$0	\$269,668	\$0
2018	\$78,738	\$179,015	\$257,753	\$257,753	\$0	\$257,753	\$0
2017	\$78,738	\$162,792	\$241,530	\$241,530	\$0	\$241,530	\$0
2016	\$78,738	\$148,264	\$227,002	\$227,002	\$0	\$227,002	\$0
2015	\$71,580	\$136,857	\$208,437	\$208,437	\$0	\$208,437	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1201-MIXED, STORE and SFR	N	S-SQUARE FEET			14,316			3.65	\$41,803
2	1201-MIXED, STORE and SFR	N	S-SQUARE FEET			21,474			3.65	\$62,704
Total Land Value:										\$104,507

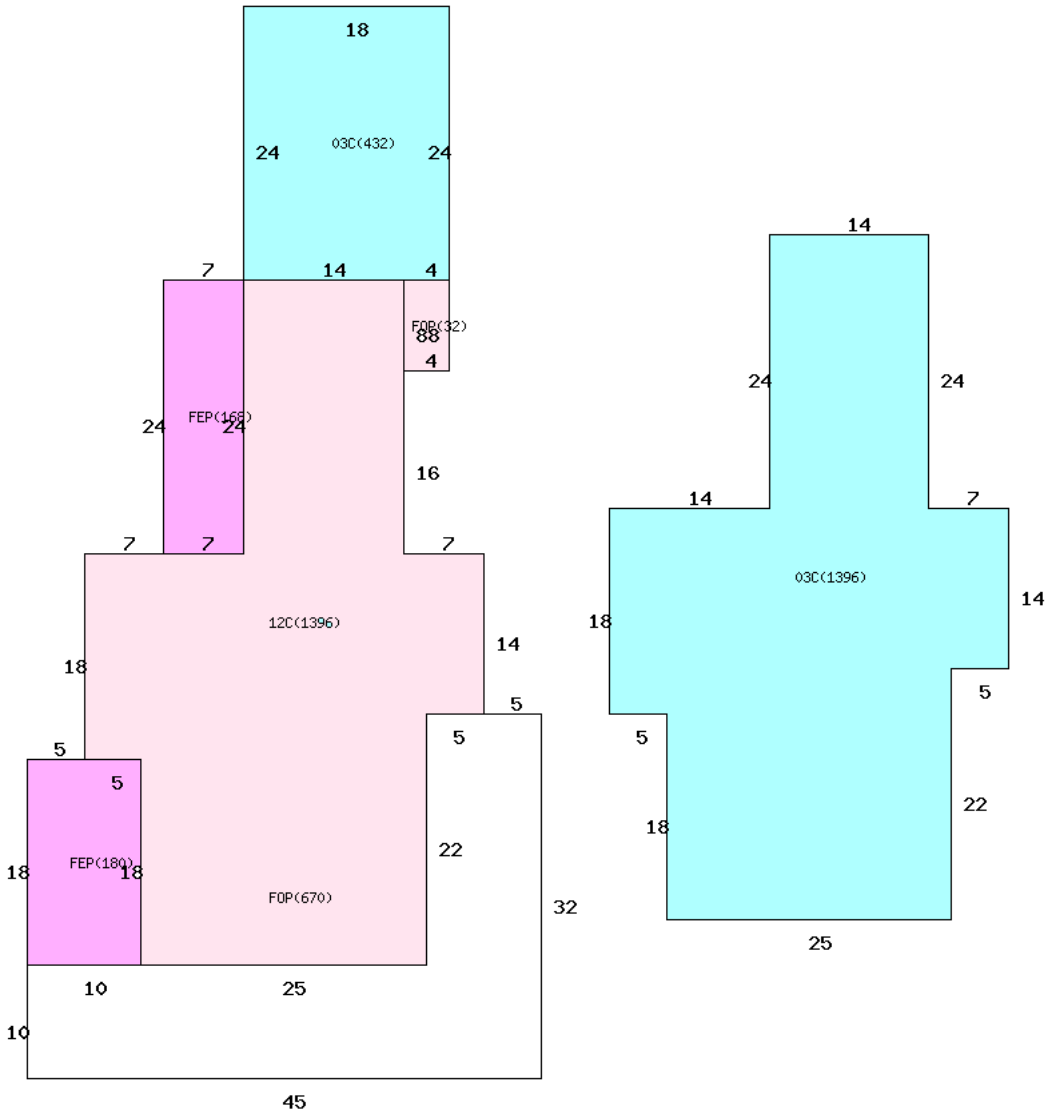
Building(s) - Commercial

Card (Bldg) #1

Structure Code:	D - Wood, Open Steel	Base RCN	\$386,605
Class:	-	Percent Good	40 %
Grade:	300	Total RCNLD	\$154,641
Built / Effective Year:	1883 / 1990	Market (NBHD)	1
Total / Business Area	4274 / 3224	Factor	
		Cost Value	\$154,641

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -01	12C - RESID. PART COMM BLDG - AVG	1	1,396	1,396	1,396	
2	01 -01	FEP - FINISHED ENCLOSED PORCH	1	168	168	N/A	
3	01 -01	FEP - FINISHED ENCLOSED PORCH	1	180	180	N/A	
4	01 -01	FOP - PORCH, OPEN FINISHED	1	670	670	N/A	
5	01 -01	03C - APARTMENT, AVERAGE	1	1,396	1,396	1,396	
6	01 -01	03C - APARTMENT, AVERAGE	1	432	432	432	
7	01 -01	FOP - PORCH, OPEN FINISHED	1	32	32	N/A	
					4,274	3,224	



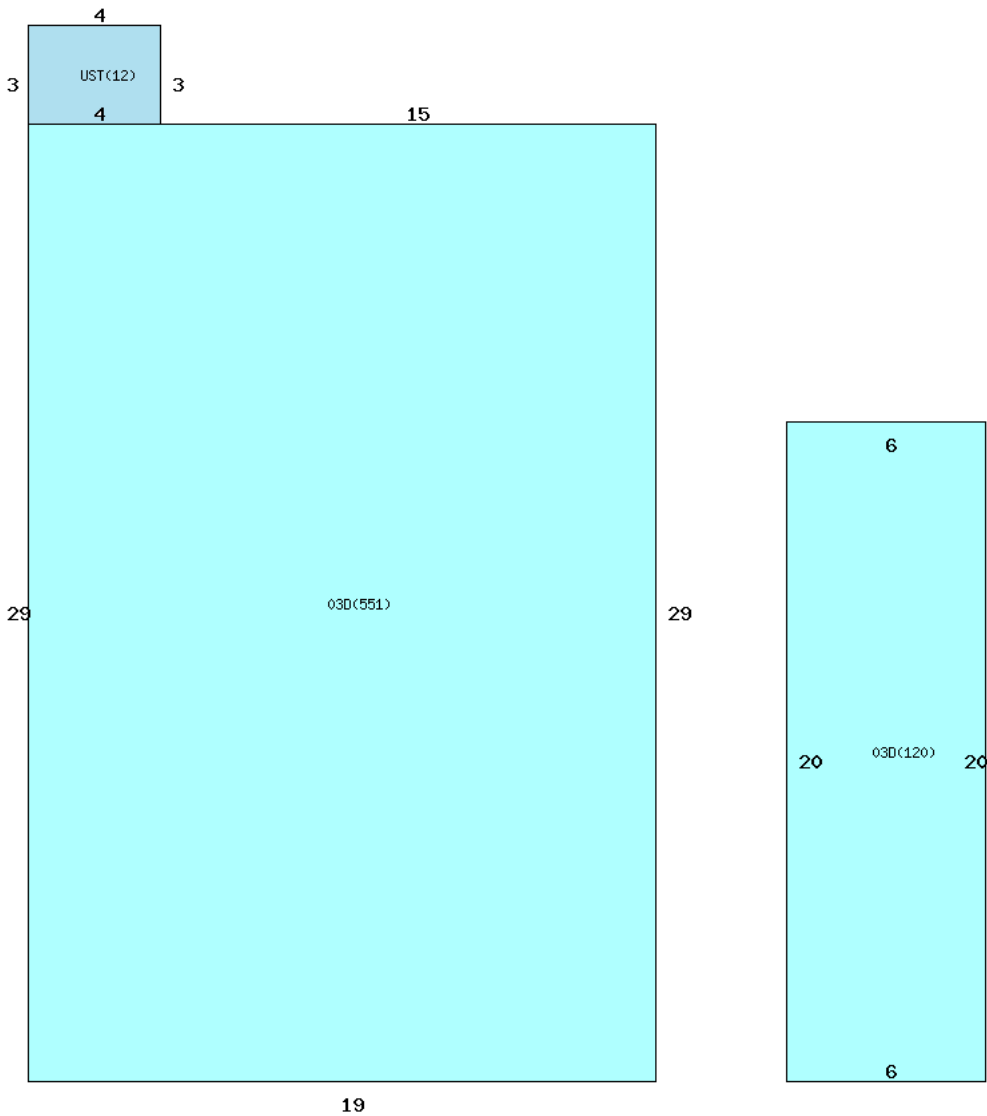
Card (Bldg) #2

Structure Code:	D - Wood, Open Steel	Base RCN	\$62,941
Class:	-	Percent Good	44 %

Grade:	250	Total RCNLD	\$27,695
Built / Effective Year:	1953 / 1992	Market (NBHD)	1
Total / Business Area	683 / 671	Factor	
		Cost Value	\$27,695

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -01	03D - APARTMENT, FAIR	1	551	551	551	
2	01 -01	UST - UNFINISHED UTILITY	1	12	12	N/A	
3	01 -01	03D - APARTMENT, FAIR	1	120	120	120	
					683	671	



Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
1	POL-POOL, COMMERCIAL	1953	392	1		\$6,565
2	SER-ENCLOSURE, SCREEN RESIDENTIAL	1953	1,821	1		\$2,528
3	PVA-PAVING ASPHALT	1976	4,630	1		\$2,638
4	PVC-PAVING CONCRETE	1980	661	1		\$1,846
5	USS-UNFINISHED STEEL FRAME STRUCTURE	2000	80	1	8 x 10	\$500
6	CAN-CANOPY	2000	336	1	24 x 14	\$3,334
Total Miscellaneous Value:						\$17,411

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8444 / 4219	2023163525	08/02/2023	WD-WARRANTY DEED	QUALIFIED	IMPROVED	\$380,000
7891 / 2713	2020146056	07/30/2020	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$250,000
7433 / 1799	2017154992	07/13/2017	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
6321 / 3419	2009024453	02/04/2009	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
5379 / 0668	2004199755	08/05/2004	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$345,000
3958 / 3086		10/15/1994	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
3966 / 3646	1994176016	10/15/1994	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
3250 / 1180	1989007559	01/15/1989	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$75,000
3064 / 0384		11/15/1987	CT-CERTIFICATE OF TITLE	UNQUALIFIED	IMPROVED	\$100
2726 / 0619		09/15/1985	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$110,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate

uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT C SUB BLK 9 HOWRYS ADD DELAND MB 5 PG 127 PER OR 3966 PG 3646 PER OR 5379 PG 0668 PER OR 6321 PG 3419 PER OR 7433 PG 1798 PER OR 7433 PGS 1799-1801 INC PER OR 7891 PG 2713 PER OR 8444 PG 4219	012	17 - 30 - 16	10 - 00 - 0030	18-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser’s office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
09/03/2020	BD20-2506	SHINGLE TO SHINGLE, SHINGLE FAMILY, WITH NO	\$0
02/01/1989	10952	GEN REPAIRS TJO/TAM	\$10,000



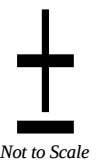
City of DeLand

228 W HOWRY AVE



Legend:

-  City Zoning
-  County Zoning



CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Addenda's to Consultant's Continuing Contracts.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Addendum to Agreement for Consulting Services-Freese and Nichols, Inc., Addendum to Agreement for Consulting Services-Freese and Nichols, Inc 2, Addendum to Agreement for Consulting Services-SSMC, Addendum to Agreement for Consulting Services-Blackwell & Associates Land Surveyors, Inc., Addendum to Agreement for Consulting Services-Mead & Hunt, Inc., Addendum to Agreement for Consulting Services-McKim & Creed, Inc., Addendum to Agreement for Consulting Services-CPH, Inc., Addendum to Agreement for Consulting Services-LTG, Inc.

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The City conducted a procurement to select a number of engineering and survey firms to place on continuing contracts. The City used its standard consultant contract form for all consultants. It is necessary to amend the form to address several technical issues.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

Approved the attached addenda.

BACKGROUND/DISCUSSION:

The City entered into continuing contracts with seven firms (and in one instance entered into two separate contracts with one of the firms for both engineering and survey work). In the past, the city has allowed vendors to use their own contracts which the city would modify on a case by case basis. Given the volume of consultant contracts, the City is now requiring professional consultants to use a standard form generated by the City. Many of the consultants, either directly or based upon input from their attorneys, asked for various changes. The City told all consultants that it would not make any changes and they all signed the contracts as is. However, the city desires to make two changes to its contract form, thus creating the need to amend the existing contracts. One of the changes is to the insurance language. It addresses a difference between general

liability and professional liability coverage. The other change is to term of the price schedule. The city required that all consultants lock their prices in for five years, but this is truly not fair. The amendment provides that the prices are locked in for three years and then we will adjusted to fair market value or the city can choose to terminate the contract.

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Freese and Nichols, Inc., a foreign profit corporation, authorized to do business in the State of Florida (the “Consultant”), whose address is 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102, bearing a signature date by the Consultant of November 06, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City’s officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney’s fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant’s employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City’s approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

2. Section IV entitled "COMPENSATION" is amended to read, in full, as follows:

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents as specified in Exhibit B. All prices shall be set for a period of three (3) years from the beginning of the term of this Agreement and shall thereafter be subject to adjustment by the Consultant. If Consultant desires to request an adjustment to the fee schedule in Exhibit B, then the Consultant must provide the City with a revised price schedule at least 90 days prior to the third anniversary of this Agreement. If the City does not accept the revised price schedule, the City and Consultant shall attempt to negotiate an agreeable price schedule. If the City and Consultant cannot reach an agreement on the revised price schedule, then the City may terminate this Agreement effective as of the third anniversary of this Agreement.

3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

FREESE AND NICHOLS, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Freese and Nichols, Inc., a foreign profit corporation, authorized to do business in the State of Florida (the “Consultant”), whose address is 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102, bearing a signature date by the Consultant of November 14, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City’s officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney’s fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant’s employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City’s approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

2. Section IV entitled "COMPENSATION" is amended to read, in full, as follows:

IV. COMPENSATION

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3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

FREESE AND NICHOLS, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Southeastern Surveying and Mapping Corporation, a Florida profit corporation, authorized to do business in the State of Florida (the “Consultant”), whose address is 6500 All American Boulevard, Orlando, Florida 34810, bearing a signature date by the Consultant of November 13, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City’s officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney’s fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant’s employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City’s approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

2. Section IV entitled "COMPENSATION" is amended to read, in full, as follows:

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents as specified in Exhibit B. All prices shall be set for a period of three (3) years from the beginning of the term of this Agreement and shall thereafter be subject to adjustment by the Consultant. If Consultant desires to request an adjustment to the fee schedule in Exhibit B, then the Consultant must provide the City with a revised price schedule at least 90 days prior to the third anniversary of this Agreement. If the City does not accept the revised price schedule, the City and Consultant shall attempt to negotiate an agreeable price schedule. If the City and Consultant cannot reach an agreement on the revised price schedule, then the City may terminate this Agreement effective as of the third anniversary of this Agreement.

3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

SOUTHEASTERN SURVEYING AND
MAPPING CORPORATION

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, FL 32720, and Blackwell & Associates Land Surveyors, Inc., authorized to do business in the State of Florida (the “Consultant”), whose address is 995 W. Volusia Avenue, DeLand, FL 32720, bearing a signature date by the Consultant of November 09, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City’s officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney’s fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant’s employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City’s approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

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3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Mead & Hunt, Inc., a foreign profit corporation, authorized to do business in the State of Florida (the “Consultant”), whose address is 4401 Eastport Park Way, Port Orange, Florida 32127, bearing a signature date by the Consultant of November 20, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

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3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

MEAD & HUNT, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and McKim & Creed, Inc., a foreign profit corporation, authorized to do business in the State of Florida (the “Consultant”), whose address is 139 Executive Circle, Suite 201, Daytona Beach, Florida 32114, bearing a signature date by the Consultant of November 13, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City’s officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney’s fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant’s employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City’s approval, which shall not be unreasonably withheld.

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3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

MCKIM & CREED, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and CPH, LLC, a foreign limited liability company, authorized to do business in the State of Florida (the “Consultant”), whose address is 500 W. Fulton Street, Sanford, Florida 32771, bearing a signature date by the Consultant of November 09, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City’s officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney’s fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant’s employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City’s approval, which shall not be unreasonably withheld.

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2. Section IV entitled "COMPENSATION" is amended to read, in full, as follows:

IV. COMPENSATION

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3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

CPH, LLC

By: _____
Printed Name: _____
Title: _____

Date Executed: _____

CITY OF DELAND

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

THIS Addendum modifies and becomes a part of the Agreement for Consulting Services for City of DeLand between the City of DeLand (the “City”), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and LTG, Inc., authorized to do business in the State of Florida (the “Consultant”), whose address is 1450 W. Granada Boulevard, Suite 2, Ormond Beach, Florida 32174, bearing a signature date by the Consultant of November 06, 2023 (the “Agreement”).

The City and Consultant hereby agree to amend the Agreement as follows:

1. Section VI.A. entitled “Indemnification” is amended to read, in full, as follows:

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant’s services, the Consultant shall indemnify but shall have no duty to defend the City and the City’s officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants’ negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City’s officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney’s fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant’s employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City’s approval, which shall not be unreasonably withheld.

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2. Section IV entitled "COMPENSATION" is amended to read, in full, as follows:

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents as specified in Exhibit B. All prices shall be set for a period of three (3) years from the beginning of the term of this Agreement and shall thereafter be subject to adjustment by the Consultant. If Consultant desires to request an adjustment to the fee schedule in Exhibit B, then the Consultant must provide the City with a revised price schedule at least 90 days prior to the third anniversary of this Agreement. If the City does not accept the revised price schedule, the City and Consultant shall attempt to negotiate an agreeable price schedule. If the City and Consultant cannot reach an agreement on the revised price schedule, then the City may terminate this Agreement effective as of the third anniversary of this Agreement.

3. Except as specifically modified by this Addendum, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Addendum.

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

LTG, INC.

By: _____
Printed Name: _____
Title: _____

Date Executed: _____

CITY OF DELAND

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Stormwater Fee Study.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: City of DeLand FL Stormwater Rate Willdan Financial Services

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The FY 2023-2024 budget includes funding for a stormwater fee study. The last study was completed in 2019. On November 16, 2023 one proposal was received as part of a formal request for proposals. Based upon the one proposal, Willdan Financial Services is recommended. Willdan was our prior vendor that worked on the stormwater fee study in 2019.

In general, a fee study is a formal process that analyzes historical and projected revenues and expenditures to ensure sufficient revenues are collected to meet the operating and capital needs of the system. The study would look at the existing rate structure and methodology, future operating and capital needs of the system, and any needed debt issuance and related debt service requirements. The outcome of this study could include recommendations for change to the existing rate structure and methodology as well as necessary rate adjustments if any.

Staff wanted ensure that the current methodology is reviewed by the consultant to ensure that it is in line with best practices in the industry and if it is not, staff would be open to modification of the methodology. Staff also wants to ensure that the methodology utilized will encompass simplifications to reduce the staff time associated with the computation of the rates on an annual basis.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles, Preparing for the Future, High Value Government.

SUSTAINABILITY:

Identify and pursue sustainability opportunities - Fee studies are done to determine what rates are necessary to ensure the continued operation of the utility and its viability into the future.

FISCAL IMPACT:

This item has a fiscal impact of \$29,780. There is \$40,000 budgeted in the stormwater fund for this expense.

RECOMMENDATION:

It is recommended that the City Commission approve the proposal from Willdan Financial Services to provide the stormwater fee study and authorize the City Manager to execute documents with this firm to perform necessary work.

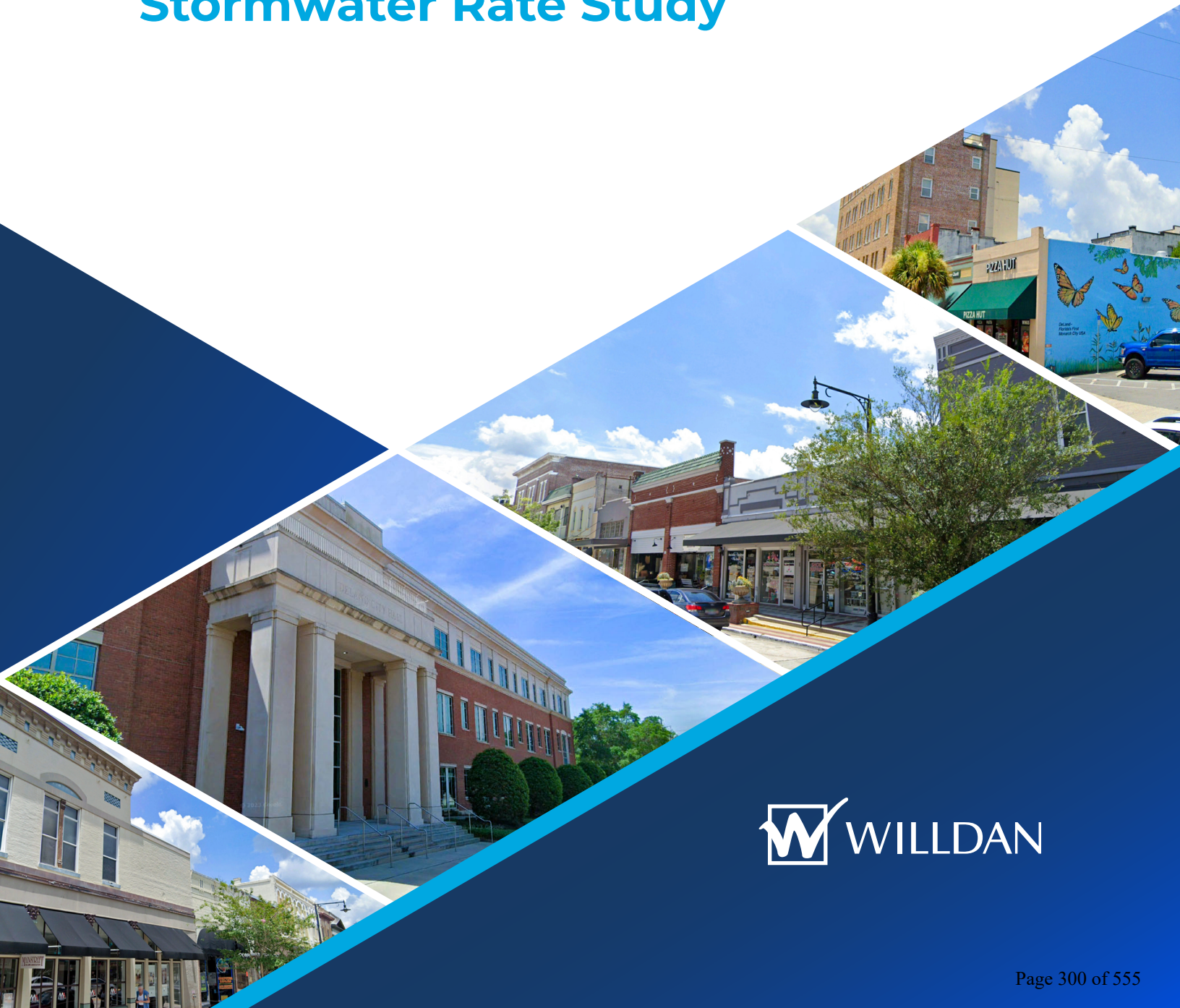
BACKGROUND/DISCUSSION:

The last stormwater fee study was conducted in FY 2019-2020. The City has utilized the services of various private firms to conduct rate studies in the past. Attached to this item is a proposal from Willdan Financial Services. Willdan Financial Services has worked on fee studies for the City in the past.

Once the fee study report is completed, typically a workshop is scheduled to review the results with the City Commission. Feedback from the Commission at the workshop can then be incorporated into the final report and brought back to the Commission at a regular meeting with any resulting ordinance or resolution changes necessary to implement the recommendations in the study. Staff would expect the report to be ready for a workshop in the Summer of 2024 and a final implementation date of October 1, 2024.

CITY OF DELAND, FL

Stormwater Rate Study



Tab 1 - Letter of Introduction and Executive Summary

November 16, 2023

Mr. Corey McMillen
Purchasing Coordinator
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Re: *Proposal in Response to City of DeLand – Stormwater Rate Study*

Dear Mr. McMillen:

Willdan Financial Services (“Willdan”) is excited to present our qualifications to conduct a Stormwater Fee Analysis and Rate Structure Development for the City of DeLand (“City”) pursuant to the Request for Proposal (“RFP”). We understand that the primary purpose of the study is to review and evaluate the current rate structure and revenue sufficiency of the existing rates and make recommendations for adjustments and rate modifications that will result in an equitable and sustainable rate structure that will be able to fund future revenue requirements.

The City is committed to maintaining the financial integrity and stability of providing stormwater management services, facilities and programs. This is evident in that the City has initiated an update to their stormwater rates in order to protect the health, safety, and welfare of the general public through the administration and regulation of earthwork and drainage city-wide. We are pleased to have the opportunity to once again partner with the City and provide the requested stormwater utility consulting services.

We have worked with numerous municipal and district utilities to address these concerns and meet these objectives. Willdan is one of the largest public sector financial consulting firms in the United States. Our company has helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Our firm contains professionals with decades of experience in stormwater utility operations and economic/financial management. The Willdan Team is highly qualified for this engagement. These qualifications include:

Direct Experience with the City of DeLand — Willdan successfully partnered with the City of DeLand previous Stormwater Rate Studies. ***We maintain the model and the data from this previous project, which will provide us critical insight and basis for comparison as we undertake this updated study, and the City with continuity in approach.***

Our team will bring the same level of professionalism and expertise the City has come to expect, and our knowledge of the City’s organization and systems to this proposed engagement. ***Where possible, we will leverage our understanding of the City’s operations and key staff to gather information and facilitate this study in a cost effective and efficient manner; focusing less time on data gathering, and more on analysis.***

Project Team/Experience — For this engagement, Willdan has assembled a project team of senior level subject matter experts that are highly qualified to perform the requested consulting services. Collectively, the team brings 87 years of experience and has prosecuted over 600 governmental rate and financial projects throughout the country. In addition, the proposed project manager for this engagement, ***Ms. Tara Hollis, CPA, CVA, MBA, the Project Manager of the previous Stormwater Rate Studies***, has provided utility rate consulting services in the Southeast region since 1999. Additional team members include Managing Principal Jeffrey McGarvey, Principal Consultant Daryll Parker, and Analyst Tiffany Rosario. The Willdan Team is located in our Orlando, Florida office.

Unique Approach — Our approach to utility rate development has been carefully honed over the years. Unlike individual engineering and financial firms that may specialize in one area or the other, Willdan combines unsurpassed utility rate modeling and financial planning (Willdan's specialty) with proven operational and economic analysis. We will work collaboratively with City staff to carefully assess and understand the unique utility system concerns and issues, and develop a tailored, rather than a "cookie-cutter," approach.

Willdan's interactive approach will result in a customized Excel financial model that is easy to use, and that the City will retain. The model and accompanying documentation will provide a focused and tailored analysis of the City's current rates/assessments, customer classifications and characteristics, revenues, capital project and operational expenditures, debt commitments, reserve funding, and other financial data.

The culmination of our analysis will be a comprehensive financial management plan that develops projected system operating results for the next 10 fiscal years. We will employ our proven interactive approach, supported with advanced financial modeling techniques, to develop a sophisticated and flexible financial model to help us guide the City through operating and financial scenarios, while evaluating the impact of policy assumptions, and performing sensitivity analysis on stormwater rate and financial strategies.

Communicating the Results — Sound technical analysis is only one element of this process. To gain political and community acceptance, it will be equally important to effectively communicate results and implications of the proposed rate structure(s) and billing and collection methodologies to City staff, City Commission, key stakeholders and, ultimately, to those that will be subject to the new rates/assessments. Willdan works with clients to develop educational materials and is available to participate in community workshops and stakeholder meetings.

When called upon, our proposed project team of qualified and experienced consultants can provide the consulting expertise you require. Shown below are key highlights of our experience.

- A national company and one of the fastest growing consulting firms in the country;
- Development of an Excel-based dashboard model designed specifically for your needs;
- Cultivation of a partnership approach with City staff members;
- Fixed-fee pricing with no change orders unless additional services requested by the City;
- An industry leader (AWWA Manuals/Professional Speaking);
- Subject matter experts, "Best Practices" guidance;
- Ability to balance both financial and political realities;
- Focus on open communication with frequent project updates; and
- Stringent internal Quality Assurance/Quality Control program.

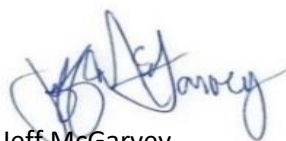
Thank you for your consideration; we appreciate having the opportunity to submit the following proposal to the City of DeLand. If you have any questions, please do not hesitate to contact Managing Principal Jeff McGarvey at (407) 459-7117 or via email at jmcgarvey@willdan.com, or Principal Consultant Tara Hollis at (407) 255-2928 or via email at thollis@willdan.com.

Respectfully submitted,

WILLDAN FINANCIAL SERVICES



Tara L. Hollis, CPA, CVA, MBA
Project Manager, Principal Consultant



Jeff McGarvey
Managing Principal, Vice President
Willdan Authorized Representative



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Tab 3 - Experience and Qualifications

Firm Description

Willdan Corporate Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,500 employees working in 26 states across the U.S. Our team includes a number of nationally recognized subject matter experts for all areas related to the broadest definition of connected communities—*four of whom are committed to contribute their expertise throughout the duration of the City of DeLand's project engagement.*

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce.

Today, we continue leading our clients into a future accelerated by changes in resources, infrastructure, technology, regulations, and industry trends.

Willdan Financial Services

Established on June 24, 1988, as a California corporation, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges. Our staff of nearly 80 full-time employees support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

While our traditional business hours are Monday - Friday from 8:00am - 5:00pm, our team members are responsive as needed. The project work for the City of DeLand will be conducted at the Orlando, Florida office, which has a team of 10 professionals.



Willdan Financial Services

Areas of Expertise

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ Utility rate and cost of service studies ▪ User fee studies ▪ Cost allocation studies ▪ Real estate economic analysis ▪ Tax increment finance district formation and amendment ▪ Property tax audits ▪ Housing development and implementation strategies | <ul style="list-style-type: none"> ▪ Development impact fee establishment and analysis ▪ Economic development strategic plans ▪ District administration services ▪ Municipal advisory services ▪ Feasibility studies ▪ Arbitrage rebate and continuing disclosure services ▪ Debt issuance support ▪ Long-term financial plans and cash flow modeling |
|--|---|

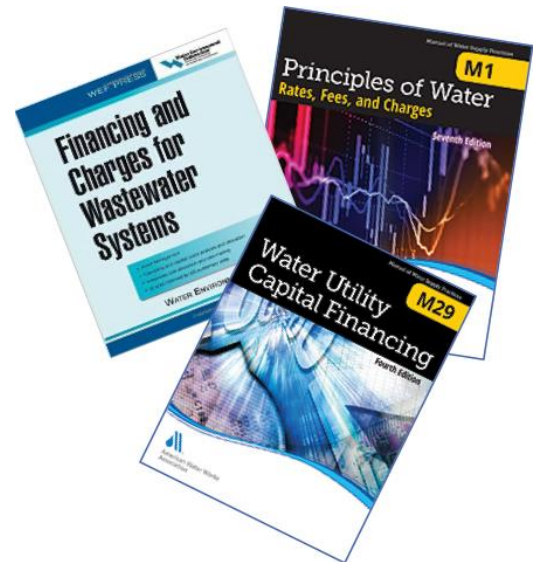
Utility Rate Experience

Willdan's professional staff has provided professional consulting services, including financial planning; rate and cost-of-service studies; alternative and feasibility analyses; and operational and management studies for water, reclaimed water, sewer, solid waste, and stormwater utility clients *across the United States for over three decades*.

Additionally, Willdan staff are involved with the development of the rate-setting methodologies set forth in the American Water Works Association (AWWA) M-1 manual "Principles of Water Rates, Fees and Charges," and the AWWA M-29 manual, "Water Utility Capital Financing." Willdan is nationally recognized for its expertise with staff frequently being called upon to speak or instruct on utility financial matters, as subject matter experts, including the AWWA Utility Management conference.

Willdan staff is experienced in a broad range of utility planning services; and therefore, understand the importance of an approach that integrates elements of utility planning, engineering, and finance. Willdan Team members possess considerable experience in utility rate and cost-of-service studies and have performed these services for hundreds of utilities throughout the country. Our team includes staff with public sector experience spanning 30 years, and staff on the forefront of utility rate-making and rate-modeling. In addition, team members have held positions as finance directors, deputy city managers, and auditors, and therefore understand the financial, operational, and political realities faced by governmental staff and management; we craft solutions which are sensitive to this.

Our expertise spans across the following utility financial planning services:



Willdan Financial Services

Experience and Expertise

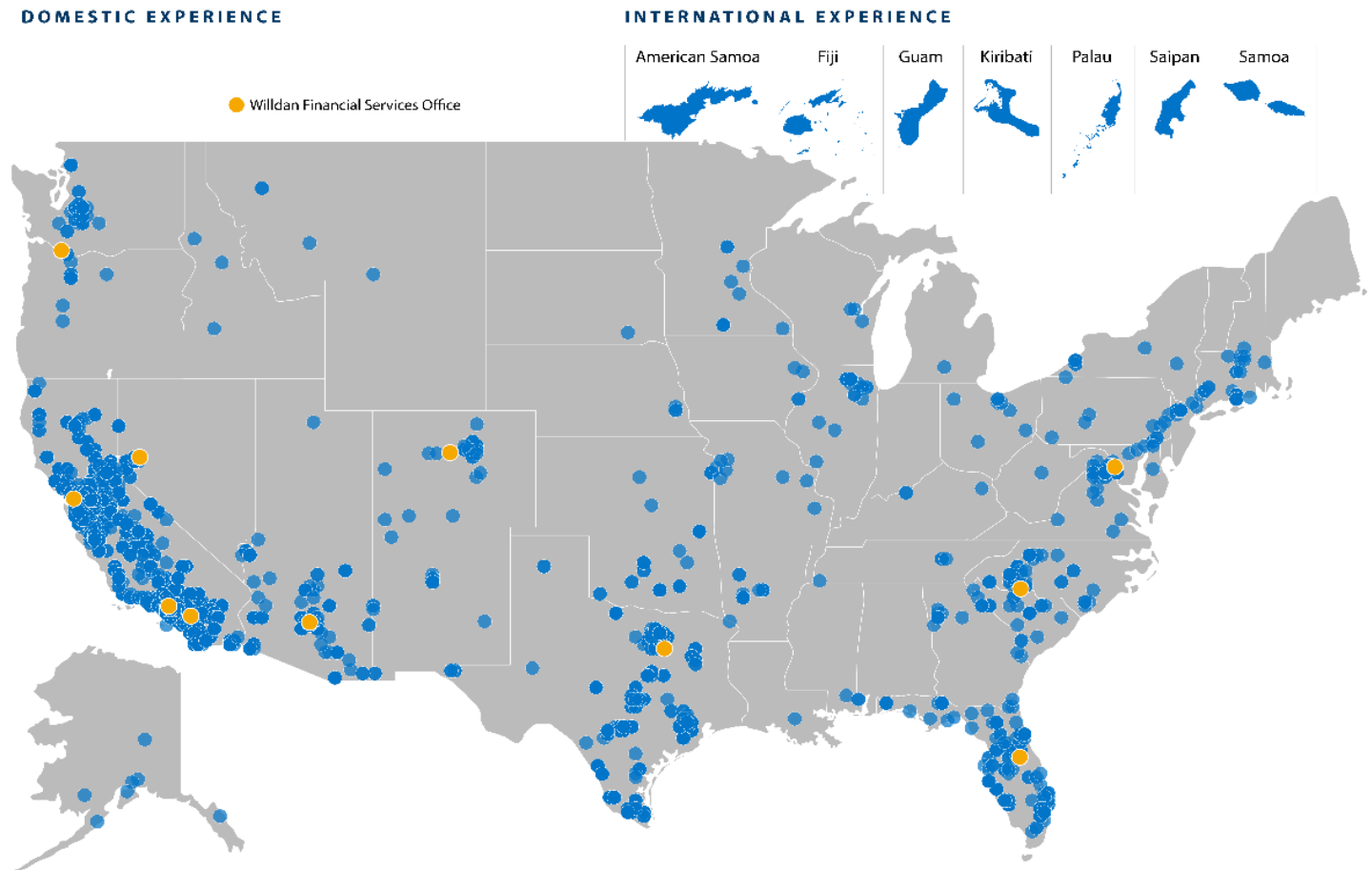
- | | |
|--|--|
| ▪ Retail and wholesale rate studies | ▪ Interactive rate model development with dashboards showing key performance indicators (KPIs) |
| ▪ Revenue sufficiency analyses | ▪ Connection fee / system development charge studies |
| ▪ Utility management and policy assistance | ▪ CIP financial scenario planning |
| ▪ Rate ordinance drafting | ▪ Billing system validation/rate testing |
| ▪ Miscellaneous fee and charge studies | ▪ Bond feasibility reports |
| ▪ Renewal and replacement sufficiency analyses | ▪ Valuation/divestiture studies |
| ▪ Comprehensive alternatives analyses | ▪ Life cycle costs analyses |
| ▪ Capital project funding studies | |

Willdan will work with the City to identify, and prioritize operational and fiscal objectives, and match these to specific rate attributes; and use this information throughout the engagement to develop a comprehensive financial plan and design stormwater rates/assessments that effectively meet these goals. The culmination of our analysis will be rate policies that guide the rate setting process, and a financial management plan that develops projected system operating results for the utility for the forecasted period. Willdan will employ its proven interactive approach, coupled with advanced financial modeling techniques to design rates and a financial plan that meets established goals and performance criteria. These modeling techniques serve as a powerful decision-making tool and provide the City with genuine business solutions and recommendations as to the strategic direction of its utility.

During rate and financial planning projects, we employ tools and techniques, which focus on consensus building among stakeholders to ensure the team understands the future financial implications of current management decisions. Our extensive project expertise is bolstered by our unique interactive financial planning process and model.

National & International Experience

A representation of Willdan's geographical client presence is depicted below.



References

We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to excellence.

City of Oviedo, FL			
Location (Address):	400 Alexandria Boulevard Oviedo, FL 32765		
Contact Name:	Mr. Jerry Boop, Finance Director		
Telephone #:	(407) 971-5544	Date Service Began:	2013
Email:	jboop@cityofoviedo.net	Date Service Ended:	Ongoing
Services Provided:	Water, Wastewater, Reclaimed Water, Sanitation and Stormwater Financial Services including revenue sufficiency analyses, bond feasibility studies, financial planning, rate studies, etc.		
Project Manager:	Mr. Jeff McGarvey and Ms. Tara Hollis, CPA, CVA		

Town of Mount Pleasant, SC			
Location (Address):	100 Ann Edwards Lane Mount Pleasant, SC 29464		
Contact Name:	Ms. Marcy Cotov, Chief Financial Officer		
Telephone #:	(843) 884-8517, ext. 3404	Date Service Began:	November 2020
Email:	MCotov@tompsec.com	Date Service Ended:	Annual Roll Preparation Ongoing
Services Provided:	Stormwater Rate Study – Residential Tiered Structure Analysis, Billing and Collection Methods, Annual Fee Roll preparation for Tax Collector		
Project Manager:	Ms. Tara Hollis, CPA, CVA		

City of Dunn, NC			
Location (Address):	401 E. Broad St., PO Box 1065 Dunn, NC 28335		
Contact Name:	Steven W. Neuschafer, City Manager		
Telephone #:	(910) 230-3515	Date Service Began:	May 2021
Email:	sneuschafer@dunn-nc.org	Date Service Ended:	May 2022
Services Provided:	Stormwater Rate Study – Develop rate structure modifications and rates based on impervious area, convert billing to the tax bill method versus utility bill method.		
Project Manager:	Ms. Tara Hollis, CPA, CVA		

City of Lexington, NC			
Location (Address):	28 West Center Street Lexington, NC 27292		
Contact Name:	Zack Mackenzie, Stormwater Administrator		
Telephone #:	(336) 248-3980	Date Service Began:	January 2020
Email:	zcmackenzie@LexingtonNC.gov	Date Service Ended:	January 2021
Services Provided:	Stormwater Rate Study – Develop Initial Rates and Charges and Preliminary Billing Register, Public Education and Outreach Assistance		
Project Manager:	Ms. Tara Hollis, CPA, CVA		

List of Similar Projects

A representative listing of projects in the Southeast performed by Willdan and its project team members is provided on the pages that follow, which are similar in nature to those being requested by the City. Our proposed project team has been providing rate and financial consulting services to municipalities across the country for more than 30 years.

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
FL	Alachua, County of		✓			✓	✓							
FL	Apopka, City of	✓	✓	✓	✓		✓	✓			✓	✓		
FL	Atlantic Beach, City of	✓	✓		✓	✓	✓	✓			✓			
FL	B&C Water Resources, LLC	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
FL	Bartow, City of				✓							✓		
FL	Bay Laurel CDD	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
FL	Bay, County of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
FL	Belle Isle, City of					✓	✓	✓			✓			
FL	Callaway, City of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Cape Coral, City of	✓	✓				✓	✓		✓	✓			
FL	Carrabelle, City of	✓	✓				✓	✓		✓	✓			
FL	Casselberry, City of	✓	✓			✓	✓	✓		✓	✓		✓	
FL	Citrus, County of		✓			✓	✓	✓			✓		✓	
FL	Clay, County of	✓	✓				✓	✓		✓	✓			
FL	Clearwater, City of		✓		✓							✓		
FL	Clermont, City of		✓			✓	✓	✓			✓			
FL	D&E Water Resources, LLC	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
FL	Dade City, City of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Dania Beach, City of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	DeFuniak Springs, City of	✓	✓				✓	✓		✓	✓			
FL	DeLand, City of	✓	✓		✓	✓	✓	✓		✓	✓	✓		
FL	Delray Beach, City of		✓			✓	✓	✓						
FL	Deltona, City of		✓			✓	✓	✓			✓			
FL	DeSoto, County of	✓	✓				✓	✓		✓	✓			
FL	Dunedin, City of	✓	✓				✓	✓		✓	✓			
FL	Emerald Coast Utilities Authority	✓	✓				✓	✓		✓	✓			
FL	Eustis, City of		✓			✓	✓	✓			✓			
FL	Farmton Water Resources, LLC	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
FL	Fellsmere, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	
FL	Fernandina Beach, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Florida Governmental Utility Authority	✓	✓			✓	✓	✓		✓	✓			
FL	Fort Meade, City of	✓	✓		✓	✓	✓	✓		✓	✓	✓		

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
FL	Fort Myers Beach, City of	✓	✓		✓	✓	✓	✓		✓	✓	✓		
FL	Fort Myers, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Fort Walton Beach, City of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Gateway Services Community Development District	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Grove Land Utilities, LLC	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
FL	Gulf Breeze, City of	✓	✓				✓	✓		✓	✓			
FL	Hernando, County of	✓	✓	✓			✓	✓		✓	✓			
FL	Hialeah, City of		✓			✓	✓	✓			✓			
FL	Hillsborough, County of					✓	✓	✓		✓	✓			
FL	Jacksonville Electric Authority	✓	✓				✓	✓		✓	✓			
FL	Kissimmee, City of	✓	✓	✓			✓	✓		✓	✓			
FL	Lake Hamilton, Town of				✓							✓		
FL	Lake Wales, City of	✓	✓	✓	✓		✓	✓		✓	✓			
FL	Lake Worth, City of					✓					✓		✓	
FL	Lakeland, City of	✓	✓				✓	✓		✓	✓			
FL	Lauderhill, City of	✓	✓		✓		✓	✓		✓	✓			
FL	Leesburg, City of		✓	✓		✓					✓			
FL	Longboat Key, Town of				✓	✓							✓	
FL	Longwood, City of	✓	✓				✓	✓		✓	✓			
FL	Madison, City of	✓	✓				✓	✓		✓	✓			
FL	Marco Island, City of					✓	✓	✓			✓			
FL	Marion, County of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
FL	Miami Springs, City of	✓	✓		✓		✓	✓		✓	✓			
FL	Miami-Dade Solid Waste		✓			✓				✓	✓	✓		
FL	Miami-Dade Water and Sewer	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
FL	Mulberry, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Naples, City of	✓	✓		✓		✓	✓		✓	✓			
FL	Nassau County											✓		
FL	Nassau - Amelia Island Utilities					✓	✓	✓			✓			
FL	Neptune Beach, City of	✓	✓				✓	✓		✓	✓			
FL	New Port Richey, City of	✓	✓				✓	✓		✓	✓			
FL	North Bay Village, City of	✓	✓		✓		✓	✓		✓	✓			
FL	North Beach Utilities	✓	✓		✓		✓	✓		✓	✓			
FL	North Lauderdale, City of	✓	✓		✓		✓	✓		✓	✓			
FL	North Miami Beach, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
FL	North Peninsula Utility Company					✓	✓	✓			✓			

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
FL	North Port, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Ocala, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Ocoee, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Okaloosa, County of	✓	✓			✓	✓	✓		✓	✓			
FL	Okeechobee Utility Authority	✓	✓	✓		✓	✓	✓		✓	✓			
FL	Orange City, City of	✓	✓		✓	✓	✓	✓		✓	✓	✓		
FL	Orange, County of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	OrangeTree Utilities, Inc.	✓	✓			✓	✓	✓		✓	✓			
FL	Orlando, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Oviedo, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Palm Bay, City of	✓	✓	✓		✓	✓	✓		✓	✓			
FL	Palm Beach, County of					✓	✓	✓			✓			
FL	Panama City, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Parkland, City of				✓							✓		
FL	Peace River Manasota Regional Water Supply Authority		✓	✓		✓					✓			
FL	Pinellas Park, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Polk City, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
FL	Polk, County of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Port Richey, City of					✓	✓	✓			✓			
FL	Port St. Lucie, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Punta Gorda, City of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Riviera Beach, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Rolling Oaks Utilities					✓	✓	✓			✓			
FL	Sanibel, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	Sarasota, City of	✓	✓			✓	✓	✓			✓			
FL	Sarasota, County of	✓	✓			✓	✓	✓		✓	✓			
FL	South Daytona, City of	✓	✓		✓	✓	✓	✓			✓	✓	✓	
FL	Southwest Ranches	✓	✓	✓	✓	✓	✓	✓		✓	✓			
FL	St Johns River Water Management District					✓					✓			
FL	St. Johns Service Company	✓	✓			✓	✓	✓		✓	✓			
FL	St. Johns, County of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Stuart, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Tamarac, City of	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Tampa Bay Water		✓	✓		✓					✓			
FL	Tarpon Springs, City of	✓	✓	✓		✓	✓	✓			✓			

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
FL	Tindall Hammock Irrigation and Soil Conservation District	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
FL	Tohopekaliga Water Authority	✓	✓	✓		✓	✓	✓		✓	✓			
FL	Tymber Creek Utilities Incorporated	✓	✓		✓	✓	✓	✓		✓	✓			
FL	Volusia Water Alliance					✓								
FL	Winter Haven, City of	✓	✓			✓	✓	✓		✓	✓			
FL	Winter Park, City of					✓							✓	
FL	Woodstock Utilities, LLC	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	
GA	Cobb County, GA	✓	✓	✓		✓	✓	✓		✓	✓			
GA	DeKalb, County of	✓	✓	✓		✓	✓	✓		✓	✓			
GA	Glynn, County of	✓	✓	✓		✓	✓	✓			✓			
GA	Jefferson, City of		✓			✓	✓	✓						
LA	Bastrop Peoples of Bastrop		✓	✓										
LA	New Orleans, City of					✓							✓	
NC	Albemarle, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Apex, Town of		✓	✓		✓	✓	✓		✓	✓			
NC	Belmont, City of			✓		✓	✓	✓			✓			
NC	Bessemer City, City of			✓		✓	✓	✓			✓			
NC	Broad River Water Authority	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Cape Fear Public Utility Authority	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
NC	Cape Fear Water District		✓			✓	✓	✓			✓			
NC	Carolina Beach, Town of	✓	✓			✓	✓	✓		✓	✓			
NC	Cherryville, City of		✓			✓	✓	✓			✓			
NC	Concord, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	
NC	Cramerton, Town of					✓	✓	✓			✓			
NC	Dallas, Town of					✓		✓					✓	✓
NC	Dunn, City of			✓		✓								
NC	Durham, County of				✓	✓					✓			
NC	Elon, Town of					✓	✓	✓						
NC	Fayetteville, City of		✓	✓		✓	✓	✓			✓			
NC	French Broad Electric Cooperative						✓	✓					✓	✓
NC	Fuquay-Varina, Town of				✓	✓	✓	✓						
NC	Gaston County		✓			✓	✓	✓	✓		✓			
NC	Gastonia, City of	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
NC	Greensboro, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Greenville Utilities Commission	✓	✓	✓		✓	✓	✓		✓	✓		✓	

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
NC	Harnett, County of	✓	✓	✓		✓								
NC	Harrisburg, City of					✓	✓	✓						
NC	Henderson, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Hickory, City of	✓	✓			✓	✓	✓		✓	✓			
NC	High Point, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	High Shoals, Town of			✓		✓								
NC	Hillsborough, Town of			✓		✓								
NC	Jacksonville, City of					✓	✓	✓						
NC	Johnston, County of		✓		✓	✓	✓	✓		✓	✓			
NC	Kannapolis, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
NC	Kings Mountain, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	
NC	Kinston, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Lexington, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Lincoln County	✓	✓			✓	✓	✓		✓	✓			
NC	Lincolnton, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Lowell, City of		✓			✓	✓	✓			✓			
NC	Lower Cape Fear Water & Sewer Authority	✓	✓			✓	✓	✓		✓	✓			
NC	McAdenville, Town of			✓		✓			✓					
NC	Metropolitan Sewerage District of Buncombe County	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Monroe, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	
NC	Mooresville, Town of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
NC	Morganton, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Mount Airy, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Mount Holly, City of		✓			✓	✓	✓			✓			
NC	New Hanover County	✓	✓	✓		✓	✓	✓		✓	✓			
NC	New River Light & Power Co.					✓								✓
NC	Onslow County Water & Sewer Authority	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
NC	Orange Water & Sewer Authority		✓	✓		✓	✓	✓			✓			
NC	Raleigh, City of	✓	✓			✓	✓	✓		✓	✓			
NC	Ranlo, Town of			✓		✓			✓					
NC	Rocky Mount, City of					✓							✓	
NC	Shelby, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Spencer Mountain, Town of			✓		✓								
NC	Thomasville, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Stanley, Town of			✓		✓								

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
NC	Union, County of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
NC	Wake, County of	✓	✓			✓	✓	✓		✓	✓			
NC	Wilson, City of												✓	
NC	Winston-Salem, City of	✓	✓	✓		✓	✓	✓		✓	✓			
NC	Winterville, Town of													✓
SC	Abbeville, City of		✓			✓	✓	✓			✓			
SC	Aiken					✓	✓	✓						
SC	Anderson, City of	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
SC	Beaufort Jasper Water & Sewer Authority		✓			✓	✓	✓			✓			
SC	Beaufort, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Bennettsville, City of	✓	✓	✓		✓	✓	✓		✓	✓		✓	
SC	Berkeley County Water & Sanitation	✓	✓			✓	✓	✓		✓	✓			
SC	Camden, City of					✓	✓	✓					✓	✓
SC	Cayce, City of	✓	✓	✓		✓	✓	✓		✓	✓			
SC	Cheraw, City of					✓	✓	✓						
SC	Clemson, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Clinton, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Clover, Town of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Columbia, City of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Dorchester County	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Due West, Town of					✓	✓	✓					✓	✓
SC	Easley Combined Utility System	✓	✓	✓		✓	✓	✓		✓	✓			
SC	East Richland County PSD					✓	✓	✓						
SC	Florence, City of	✓	✓	✓	✓	✓	✓	✓		✓	✓			
SC	Folly Beach, City of					✓	✓	✓						
SC	Fort Mill, Town of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Gaffney Board of Public Works	✓	✓			✓	✓	✓		✓	✓			
SC	Georgetown, City of	✓	✓			✓	✓	✓		✓	✓			✓
SC	Goose Creek, City of					✓	✓	✓						
SC	Greenville Water System	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
SC	Greenwood Commission of Public Works	✓	✓	✓	✓	✓	✓	✓		✓	✓		✓	
SC	Greenwood Metropolitan District	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		
SC	Greer Commission of Public Works	✓	✓	✓	✓	✓	✓	✓		✓	✓			
SC	Hilton Head Public Service District	✓	✓	✓		✓	✓	✓			✓			

Willdan Project Team Experience		Affordability	Capital Funding	Debt Issuance Support	Capacity/Impact Fees	Model Development	Rate Structure	Rate Study	Regionalization	Revenue Enhancement	Scenario & Risk Analysis	Miscellaneous Fees	Testimony	Wholesale Rates
State	Entity													
SC	James Island PSD					✓	✓	✓			✓			
SC	Laurens Commission of Public Works					✓	✓	✓		✓				
SC	Lexington County Joint Municipal Water & Sewer Comm.	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Lowcountry Regional Water System	✓				✓	✓		✓	✓				
SC	Newberry, City of	✓	✓	✓		✓	✓	✓		✓	✓			
SC	North Augusta, City of	✓	✓			✓	✓	✓		✓	✓			
SC	North Charleston Sewer District	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
SC	Pickens, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Prosperity					✓	✓	✓			✓			
SC	ReWa (Greater Greenville, SC Wastewater)	✓	✓		✓	✓	✓	✓	✓	✓	✓			
SC	Richland, County of		✓		✓	✓	✓	✓			✓			
SC	Rock Hill, City of	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Saluda CPW					✓	✓	✓			✓			
SC	SJWD Water District	✓	✓		✓	✓	✓	✓		✓	✓			
SC	Sumter, City of	✓	✓	✓		✓	✓	✓		✓	✓			
SC	Tega Cay, City of					✓			✓		✓			
SC	Union, City of	✓	✓			✓	✓	✓		✓	✓			
SC	Winnsboro, Town of					✓	✓	✓						
SC	Woodruff Roebuck Water District	✓	✓	✓		✓	✓	✓		✓	✓			
SC	York, City of	✓	✓		✓	✓	✓	✓		✓	✓			
TN	Brentwood, City of		✓			✓	✓	✓			✓			
VA	Arlington, County of	✓	✓		✓	✓	✓	✓		✓	✓			
VA	Danville, City of	✓	✓			✓	✓	✓		✓	✓			
VA	Henrico, County of	✓	✓			✓	✓	✓		✓	✓			
VA	Isle of Wight County	✓	✓		✓	✓	✓	✓		✓	✓			
VA	Manassas, City of	✓	✓			✓	✓	✓		✓	✓			
VA	Norfolk, City of	✓	✓	✓		✓	✓	✓		✓	✓			
VA	Rockingham, County of					✓					✓			
VA	Virginia Municipal Electric Assoc.					✓	✓	✓					✓	
VA	WaterReuse Foundation Research	✓	✓				✓	✓		✓	✓			

Similar Studies

Listed below are representative projects for whom the proposed project team have provided stormwater utility rate and financial consulting service and impervious area and engineering consulting analyses. The following demonstrate similar projects as requested in the City's RFP. If desired, additional reference projects are available upon request.

City of DeLand, Florida Stormwater Utility Rate Study

Willdan was selected by the City of DeLand to prepare an update to their existing stormwater rates and charges and make recommendations for rate structure, billing and collection methodology and overall rate adjustments through Fiscal Year 2020. As part of this study, Willdan reviewed stormwater utility budgets, the capital improvements program, list of programmed and unprogrammed capital projects, and existing and proposed debt. Additionally, Willdan had to review the current billing data and correlated it to the Volusia County Property Appraiser data for all parcels within the County limits. This was utilized to confirm ownership of the property as well as to verify the square footage allowance for a typical Equivalent Stormwater Unit.

The City was utilizing a hybrid billing method to charge and collect the stormwater rate. As part of the update, Willdan reviewed different billing and collection methods including an annual non-ad valorem assessment included on the property tax bill, an independent billing method to be billed quarterly to the property owner, and the utility bill method billed monthly to the occupant of the property. Additionally, Willdan reviewed the City's tiered rate structure for its residential customer class for any adjustments that might be necessary based on updated parcel information provided by the Volusia County Property Appraiser.

Willdan utilized its dynamic rate and financial proforma model to develop projections of annual revenue requirements for system operation and maintenance, capital projects, debt service, and required reserves. This model allowed Willdan to run various rate implementation scenarios with the City including impacts on customers, fund balances, Capital Improvement Plan funding, and debt service coverage. In 2020, Willdan prepared an update to this study.

City of Oviedo, Florida Stormwater Rate Study

Willdan has been providing utility system and general financial services to the City of Oviedo since October 2013. As part of the continuing services agreement, in late 2016, the City of Oviedo requested that Willdan develop a revenue sufficiency analysis for the City's Stormwater System ("System"). The revenue sufficiency analysis culminated in a projection of revenue requirements for the stormwater utility over a five-year forecast period such that the required operating expenses, debt service, minor and major capital expenses and transfers can be funded with the various reserves, revenue, including rate revenue, of the System. Additionally, the revenue sufficiency analysis identified additional rate revenue required to maintain the annual reserve levels and debt service coverage requirements desired by the utility as a management policy or had agreed to maintain as part of any outstanding debt instruments.

Our approach included the incorporation of the City's operating and capital budget, bond and State Revolving Fund (SRF) loan obligations, customer (ERU) growth assumptions, and other assumptions into the rate model.

Key objectives of the revenue sufficiency analysis included development of a utility financial plan which resulted in the following for the stormwater utility: 1) Generation of sufficient revenues to fund costs and meet management policies and goals; 2) Maintenance of adequate reserve levels; 3) Maintenance of adequate annual debt service coverage; 4) Ability to fund major and minor capital projects; 5) Projection of new debt required to fund major capital projects; and 6) Reconciliation of all fund balances and proposed capital project funding.

A key consideration of this analysis was the City's desire to acquire the Twin Rivers Golf Course. The golf course was considered a strategic asset that would greatly benefit the City's stormwater system. Willdan worked closely with the City's staff and its financial advisor to develop a financial plan and analyze multiple stormwater rate scenarios which were subsequently presented to City Council. Willdan is in the process of preparing an update to the stormwater rate study to be implemented for Fiscal Year 2024.

City of Lexington, North Carolina

Stormwater Utility Fee Study

Like many communities in the State of North Carolina (the “State”) and throughout the country, the City of Lexington has seen an increase in stormwater management costs related to planning and implementing water quality improvements resulting from State and federal regulatory drivers. The City determined that the solution to address these increasing costs is to establish the stormwater utility system as an enterprise fund similar to its other utility operations. As part of this process, the City retained Willdan to prepare a Stormwater Fee Study to develop and establish fees for the stormwater utility system.

The study included: 1) calculation of an equitable, cost-based fee structure; 2) recommendation of multi-year fee adjustments as necessary to provide for full cost recovery; 3) consideration of various billing/collection methodologies for implementation of the fees, and 4) consideration of a tiered rate structure for single-family residential customers. The goal of the study was to assist the stormwater system in generating revenue sufficiency to support the anticipated operating costs, maintenance expenditures and capital improvement initiatives.

The study, to the extent practical, utilized a cost-of-service approach to establish fees based on the needs of the community and the system. Willdan utilized its dynamic rate and financial proforma model and incorporated available data to: (i) identify the number of equivalent residential units based on an impervious area method; (ii) delineate budget year and projected expenditure requirements for the stormwater system; and (iii) identify the resulting level of stormwater fees based on the assumed expenditures for fiscal year ending June 30, 2021, and the remainder of the Projection Period through June 30, 2025. In addition to workshop presentations to the City Council, Willdan participated in community outreach and education meetings regarding the need for a stormwater system and the development and implementation of the proposed stormwater fee. Willdan is also working with the City to develop the final billing register for the utility and incorporate the register into the City’s utility billing system.

City of Mount Pleasant, South Carolina

Stormwater Fee Study

Willdan was retained by the Town of Mount Pleasant, South Carolina to prepare a stormwater fee rate structure analysis. The Town currently includes stormwater program fees on the annual tax bill. Single-family residential customers are billed a flat rate. While commercial customers are billed based on a run-off coefficient based on property use. As part of this project, Willdan evaluated the current stormwater fee ordinance and recommended updates where needed based upon applicable state code and regulatory references; and an assessment of the current Equivalent Residential Unit (“ERU”) for industry consistency and applicability to the Town and with other local municipalities. In addition, Willdan created a technically defensible structured tier fee schedule for residential customers that takes into consideration the improved square footage, building footprint and other impervious features, and size of lot in determining applicable fees. This task included review of the property records for each parcel and a GIS analysis of the impervious surface.

Willdan also worked with the Charleston County Revenue Collections Department to ensure the proposed tiered fee structure could be accommodated by the County’s billing system and prepared the certified billing roll for the fiscal year. Willdan has continued to prepare the annual stormwater fee list to be provided to the County for inclusion on the tax bill.

City of Dunn, North Carolina

Stormwater Utility Fee Study (FY 2022)

The City of Dunn, North Carolina currently charges a flat monthly rate for residential and non-residential stormwater customers. The City retained Willdan to develop updated rates and charges for the non-residential customers that take into account the stormwater burden created by the non-residential parcels. As part of this project, Willdan performed a statistical analysis to develop a standard Equivalent Residential Unit (ERU) based on the impervious area of a typical, single-family residential property. Willdan also used GIS to develop an impervious area layer for all non-residential parcels. All single-family residential properties will be charged based on 1 EBU per dwelling unit and all non-residential parcels will be based on impervious area divided by the typical square foot allowance per ERU times the rate per ERU. Additionally, the City is currently billing customers monthly on the utility bill. Willdan worked with the City and the County to recommend the stormwater fee be placed on the annual Tax Bill and be collected by the County. This will allow for greater saturation of the fee as the City can now collect from both utility and non-utility customer parcels.

City and County of Denver, Colorado

Storm Drainage Impact Fee Study and Benchmarking Analysis

The City and County of Denver's ("City") stormwater system is completely separate from the sanitary sewer system, and stormwater is not processed or treated before it is discharged to waterways. The City maintains different types of stormwater management facilities such as retention ponds, grassy swales and other kinds of buffers that help naturally filter out pollutants before they hit the waterways and works with residents to reduce pollutants before they reach the stormwater system. In order to preserve the health of neighborhoods and larger waterways, the City needed to implement new treatment methods.

To mitigate the impacts caused by impervious surfaces, the City is prioritizing new green infrastructure projects, using parks, open space areas, and urban design to create networks that filter water for natural treatment before being discharged to waterways. The City is facing large capital expenditures to the storm drainage system and is looking to fund the growth-related portions of capital costs through an impact fee. Willdan was engaged to prepare such a study. The project team developed the methodology to best address the existing and/or replacement facilities. The team conducted a survey of other like agencies and how they compare, as well as formulating unique solutions to the complex issues that face the City.

Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City of DeLand, on time and on budget. With that philosophy in mind, we have selected experienced professionals from Willdan Financial Services for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Project Manager and Team

City of DeLand | Project Team

Jeff McGarvey, Managing Principal — Project Principal & Quality Assurance/Control

Project Responsibilities:	Technical guidance; Project oversight; Review of deliverables and Quality Control; and Meeting and presentation attendance		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(407) 459-7117	Email:	jmccgarvey@willdan.com

Tara Hollis, CPA, CVA, MBA, Principal Consultant — Project Manager

Project Responsibilities:	Project and task management; Lead model development; Produce key elements of the analysis; Responsible for project deliverables; Report preparation and evaluation; and Meeting and presentation attendance.		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(407) 255-2928	Email:	thollis@willdan.com

Daryll Parker, MBA, Principal Consultant — Project Support

Project Responsibilities:	Collect, interpret, and disseminate key data; Assistance with model development; Report preparation; and Meeting and presentation attendance		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(407) 409-8755	Email:	dparker@willdan.com

Tiffany Rosario, Project Analyst — Lead Analyst

Project Responsibilities:	Collect, interpret, and disseminate key data; Assistance with model development; Report preparation; and Meeting and presentation attendance		
Office Location:	200 South Orange Avenue, Suite 1550, Orlando, FL 32801		
Telephone:	(407) 734-2110	Email:	trosario@willdan.com

Resumes

Resumes for each proposed team member have been provided on the following pages.

Jeffrey J. McGarvey, Managing Principal

Principal-in-Charge & Quality Assurance/Quality Control

Mr. McGarvey is a Managing Principal and Vice President in Willdan's Financial Consulting Services group and resides in the Firm's Orlando, Florida office. For more than 32 years, he has provided professional consulting services to municipal water, wastewater, solid waste, and electric utilities throughout the country.

He possesses a broad range of experience, including special expertise in complex alternatives analyses; utility rate analyses; utility valuations and acquisitions; regionalization and consolidation studies; debt issuance support; capital financing analyses; strategic planning; rate and regulatory assistance; and instituting financial mechanisms to provide for the sufficient recovery of operating and capital costs.

Rate & Cost-of-Service Studies – Mr. McGarvey has extensive experience in utility rates and cost-of-service studies, having prosecuted more than 150 throughout the country. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost of service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics. It should also be noted that Mr. McGarvey has prosecuted over 40 system development fee studies throughout the course of his career.

Revenue Bonds, Feasibility Analyses and Capital Funding – Mr. McGarvey has been involved in the preparation of capital financing plans and financial feasibility studies associated with the issuance of over \$1 billion in municipal revenue bonds. The funding proceeds have been utilized for such purposes as utility acquisitions, expansion of facilities and various other capital improvement needs.

In addition, he has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans (i.e., State Revolving Funds) and grants. He has also made numerous presentations on behalf of clients to various bond insurers and rating agencies (Moody's, Standard & Poor's, and Fitch).

Business and Strategic Planning – Mr. McGarvey has experience in developing complex financial and economic evaluation models for water, wastewater, solid waste, and electric utility systems located throughout the country. Such experience generally relates to the development of business and strategic plans as well as performing structured alternatives analyses and sensitivity analyses related to the evaluation and implementation of system modifications such as service and operational changes as well as planning for customer growth and capital expenditures.

32 Years of Experience

Areas of Expertise

- *Rate & Cost-of-Service Studies*
- *Rate Design*
- *Dynamic Computer Modeling*
- *System Development Fee Studies*
- *Revenue Bonds*
- *Capital & Financial Planning*
- *Acquisitions & Mergers*
- *Utility Valuations*
- *Long Term Strategic Planning*

Presentations

"Wall Street's Perception of North Carolina Water and Sewer Utilities: Positioning for Success," presented at the North Carolina AWWA-WEA Annual Conference

"Renewal and Replacement Costs: How Much is Enough?" presented at the AWWA/WEF Utility Management Conference

Education

BSBA - University of Central Florida

Tara L. Hollis, CPA, CVA, MBA

Project Manager

Ms. Hollis is a Principal Consultant with Willdan Financial Services and has more than 24 years of experience. She is based in the firm's Orlando, Florida office and has provided consulting services throughout the southeast and across the country. Ms. Hollis has provided utility rate, financial, economic, and capital planning services for water, wastewater, stormwater, reclaimed water, solid waste, and electric utility systems. She specializes in rate and cost-of-service studies, capital planning, feasibility and financial reports, debt structuring analyses for the issuance of utility indebtedness, and valuation studies for mergers or acquisitions.

Establishment of Stormwater Utility Rates – Ms. Hollis has been involved in numerous stormwater utility projects and her experience encompasses the following: development of policies and goals; evaluation of alternative rate structures; review and evaluation of billing and collection alternatives; public information programs; preparation of preliminary budgets; detailed cost-of-service analysis and rate design; billing integration; grant and cost share project funding; and development of ordinances and rate schedules.

Rate & Cost-of-Service Studies – Ms. Hollis has extensive experience specific to utility rate and cost-of-service studies, having prosecuted more than 140 studies. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost-of-service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics. It should also be noted that Ms. Hollis has prosecuted over 35 system development fee studies throughout the course of her career.

Revenue Bonds, Feasibility Analyses and Capital Funding – Ms. Hollis has been involved in the preparation of Bond Resolutions, Official Statement Financial Feasibility Reports, Certificates of Compliance, Additional Bonds Test certificates, and other related documents in support of \$1.5 billion of long-term indebtedness. The funding proceeds have been utilized for such purposes as utility acquisitions, expansion of facilities and various other capital improvement needs. In addition, she has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans (i.e. State Revolving Funds) and grants. She also has extensive experience related to reviewing and analyzing compliance with bond covenant requirements and contractual obligations.

Utility System Valuations – Ms. Hollis has conducted over 200 valuation studies using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, and electric utility systems. She has developed detailed financial forecasts and cash flow models to be used in utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis. Additionally, Ms. Hollis is a Certified Valuation Analyst, designated from the National Association of Certified Valuators and Analysts.

24 Years of Experience

Certifications

C.P.A. Florida, No. AC-0031100

Certified Valuation Analyst

Areas of Expertise

- Rate Studies
- Revenue Bonds
- Assessment Programs
- Capital & Financial Planning
- System Development Fee Studies
- Acquisitions & Mergers
- Utility Valuations
- Expert Witness Testimony
- Utility Optimization Services

Presentations

"Long Term Capital & Financial Planning for Public Utility Systems,"
EUCI Training Course

"Financial Forces Impacting Utility Systems," presented at the Growth and Infrastructure Consortium Conference in Florida

"Financial Sustainability as a Basis for Utility Management" presented at the South Carolina Rural Water Association Conference

"Financial Forces Impacting Small Utility Systems" presented at the AWWA Section Conference in Indiana

Education

MBA - University of Central Florida

BSBA - University of Central Florida

Daryll B. Parker, MBA

Project Consultant

Mr. Parker is a Principal Consultant with Willdan Financial Services and has more than 29 years of water and wastewater utility rate, financial, economic, and capital planning experience. He resides in the firm's Orlando, Florida office and his expertise includes rate and cost-of-service studies, wholesale rates, system development fee studies, capital planning, debt issuance support, and regionalization studies.

Rate & Cost-of-Service Studies – Mr. Parker has extensive experience in water and wastewater rate and cost-of-service studies, having prosecuted more than 175 studies. Such studies generally require the development of revenue requirements, performing budget analyses, customer and usage analyses, cost-of-service allocations, financing plan for the capital improvement program, development of user rates to meet client goals and objectives, and the development of a dynamic “dashboard driven” model. It should be noted that Mr. Parker has prosecuted over 80 system development fee studies throughout the course of his career.

Management Consulting – Mr. Parker has been involved with many different facets of management consulting for water and wastewater utility systems including strategic planning, assisting with rate and regulatory matters, analyzing capital funding alternatives and instituting financial mechanisms to provide for sufficient and equitable recovery of operating and capital costs.

Dynamic “Dashboard Driven” Modeling – Mr. Parker has extensive experience developing “custom” Excel rate models that are user friendly, apply easy navigational aids and include a dynamic dashboard tool that supports unlimited “what-if” analyses. Separate dashboard functionality can be developed for each utility system, as well as for the combined enterprise system. The dashboard tool is especially useful in explaining rate options to elected officials, utility advisory boards and members of the public. In addition, the dashboard has interactive graphics, the ability to produce a series of reports as inputs are changed, and the ability to produce financial measures and ratios. It also includes the ability to show alternative pricing structures (uniform versus tiered rates), scenarios/sensitivity analysis post-study, and fiscal budget submissions including rate proposals.

Revenue Bonds, Feasibility Analyses and Capital Funding – Mr. Parker has been involved in the preparation of Financial Feasibility Reports (for inclusion in the Official Statement offering document) in support of more than \$1 billion of long-term indebtedness. He has also made presentations to local government commissions, rating agencies and bond insurers (i.e. Moody's, Standard & Poor's, Fitch, Ambac, FSA, etc.).

29 Years of Experience

Areas of Expertise

- Rate & Cost-of-Service Studies
- Rate Design
- Dynamic Computer Modeling
- System Development Fee Studies
- Revenue Bond Feasibility Reports
- Capital & Financial Planning
- Acquisitions & Mergers
- Valuation Studies

Presentations/Training

“Long Term Capital & Financial Planning for Public Utility Systems,”
EUCI Training Course

“System Development Fees Case Study,” presented at the North Carolina Government Finance Officers Association Conference

“Utility Rate Studies & Rate Surveys,” presented at the South Carolina Utility Billing Association Annual Meeting

“Getting Ready for Wall Street,” presented at the South Carolina Environmental Conference

“The Reclaimed Water Pricing Paradox,” presented at the North Carolina AWWA/WEA Water Reuse Seminar

Education

MBA - University of Florida

BSBA - University of Florida

Tiffany Rosario

Analytical Support

Ms. Rosario is an analyst within Willdan's Financial Consulting Services group and resides in the firm's Orlando, Florida office. Her focal purpose is to assist principal consultants with utility rate and user fee studies, assessments/non-ad valorem studies, and other financial analyses. She is proficient with Microsoft Excel and has implemented vigorous analyses for a diversity of entities, including cities, counties, public service districts and investor-owned utilities.

Ms. Rosario has conducted an eclectic assortment of financial engagements, including credit default swaps (COVID-19 Pandemic, Sovereign Debt Crisis), mutual funds and hedge fund performance and style evaluations, investment strategies, leveraged portfolios, efficient frontier of optimal portfolios, Monte Carlo simulations, constrained optimization, strategic analysis and recommendations, commercial banks ratio, liabilities/deposits, lending portfolio, non-interest income/expense, risk management, financing, and valuation analyses. Outlined below is Ms. Rosario's pertinent project experience.

Utility Rate Study Experience

- City of Dunn, NC (stormwater)
- City of Clemson, SC (stormwater)
- City of Belle Isle, FL (stormwater)
- City of Woodruff, SC (sewer)
- Town of Mount Pleasant, SC (stormwater)
- City of Atwater, CA (sanitation)
- City of Oviedo, FL (stormwater)
- City of Brentwood, TN (water and sewer)

Impact/Capacity Fee Studies

- Town of Lake Hamilton, FL (police, transportation, parks, municipal facilities)
- City of Gastonia, NC (water and sewer system development fee)
- City of Woodruff, SC (sewer system development fee)

Assessments

- City of North Port, FL (roads and drainage)
- City of Oviedo, FL (streetlights)
- City of Oviedo, FL (fire)

Other Financial Analyses

- North Peninsula Utility Corporation Ormond Beach, FL (annual report)
- Tymber Creek Utilities, FL (annual report)
- Coastal Utility Management, LA (revenue bond feasibility)
- Rockett Special Utility District, TX (amended CCN valuation)

2 Years of Experience

Areas of Expertise

- *Utility Rate Studies*
- *Impact/Capacity Fee Studies*
- *User Fee Studies*
- *Utility Valuations*
- *Revenue Bonds*
- *Assessment Programs*
- *Financing and Valuation Analysis*
- *Risk Management*

Education

BSBA - University of Central
Florida

Tab 4 – Project Approach

Project Understanding

The following project approach and scope of services is based on Willdan's current understanding of the City of DeLand, Florida ("City") needs and objectives for Stormwater Fee Study services ("Study") which will, pursuant to the services outlined within the Request for Qualifications ("RFP"), result in a study that will deliver:

"an economically and legally supportable set of stormwater fees to offset the costs of stormwater demands related to development."

Our objective is to provide the City with the information it needs to fully understand the utility's current and projected financial condition, evaluate options for moving forward, and make informed decisions.

The study will review the costs and expenses of the City's stormwater system, detail the rate study process, and provide final study conclusions and rate recommendations. A final scope and schedule will be determined following further discussions with the City staff. The specific services requested by the City include:

1. Review the City's stormwater ordinance Chapter 30, Sec. 30-25, estimate the projected population and level of service required through 2028, taking possible property annexations into consideration, and recommend a stormwater fee schedule to support the projected growth.
2. Identify any legal consideration for the current and recommended stormwater fee schedule including the minimum requirements for a legally defensible stormwater fee system.
3. Stormwater fee recommendation should be allocated between residential, multi-family and commercial customer base, if appropriate.
4. Prepare a fee comparison report between the recommended fees and fees of surrounding municipal and county governments.
5. Meet with the City Manager and staff to discuss the recommendations and review the report prior to issuance of the final report.
6. Issue final report.
7. Assist the City in preparation of a revised stormwater fee ordinance.
8. Meet with City Commission at public hearings and meetings to present the report and proposed ordinance and to explain any findings and recommendations.

Review of Historical Financial Performance

In preparing our response to the City's RFP, we took the opportunity to review the historical financial metrics for the stormwater system. The financial review indicates primary Key Performance Indicators ("KPIs") including such things as debt service coverage ratio, operating ratio, and liquidity (e.g., days cash on hand) have been relatively strong in recent fiscal years. As an observation, information to develop the KPI Percent of Capital Assets Depreciated, a measure of how much of the assessed value of depreciable assets have been depreciated, was not readily available. While this metric is not a true measure of the system's condition it is an indicator of the system's age. Willdan will work with the City to exam such metrics and develop a financial plan that supports established targets.

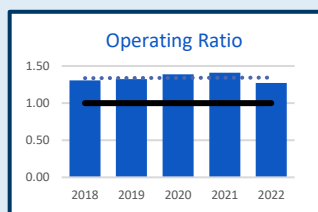
Willdan's approach includes analyzing not only user rates, but also the financial strength of the utility, and making recommendations that enhance fiscal integrity, meet or exceed the City's established goals and policies, and create a plan for maintaining a favorable financial position.

It is important to note that this information was derived from the City's Annual Comprehensive Financial Reports ("ACFR"). Willdan has not reviewed these analytics with the City or with its financial advisor. Such a review may result in these metrics being revised.

Stormwater Fund

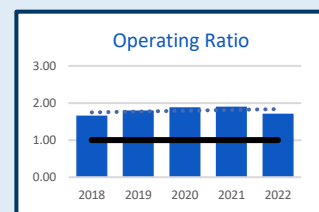
Operating Ratio (incl. Dep.)

A measure of utility's ability to cover operating expenses with operating revenues; metric is trending down, has fluctuated from 1.27 to 1.41.



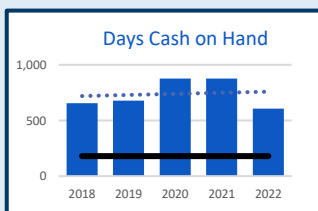
Operating Ratio (excl. Dep)

A measure of utility's ability to cover operating expenses, excluding consideration for capital replacements, has fluctuated from 1.66 to 1.91.



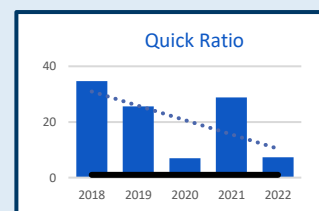
Days Cash on Hand

Represents the number of days a utility can continue to pay its operating expenses with available cash, ranging from 606 days to 878 days.



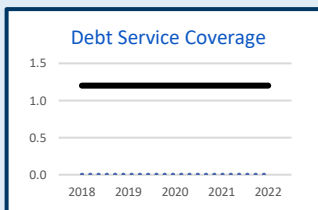
Quick Ratio

Measures short-term liquidity or the system's ability to pay its bills with unrestricted assets, is trending down and has ranged from 6.95 to 34.68.



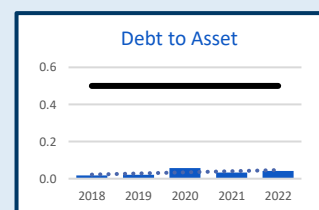
Debt Service Coverage

Measures ability to pay total debt service with operating revenue; the system is currently not carrying any debt.



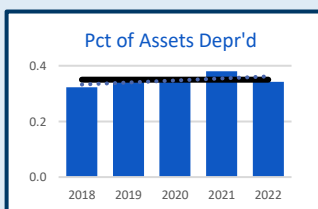
Debt to Asset Ratio

An indicator that measures how much of the utility is funded with debt; metric has ranged from 0.02 to 0.06 and is trending up.



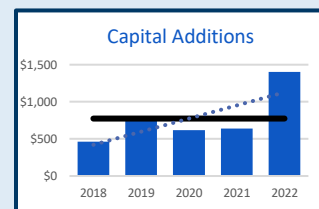
Pct of Assets Depreciated

Indicates how much of assessed value of depreciable assets have been depreciated; metric has ranged from 0.32 to 0.38.



Capital Additions

An indicator of the level of investment in capital additions; metric has ranged from \$465k to \$1.4 million over the last 5 fiscal years.

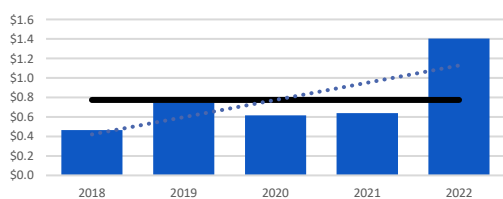


Net Cash Flow

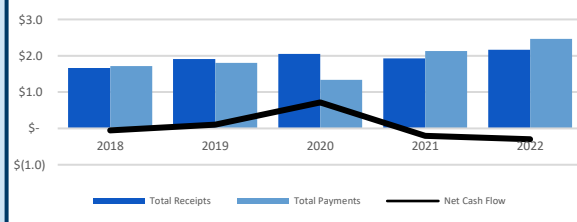
From our review of available public documents, we noted the City's net cash flow from stormwater operations to be as shown below in the table. As shown in the table, the stormwater system has generated a cumulative net cash flow of approximately \$268.6 thousand over the last five fiscal years. In addition, the stormwater system has added approximately \$3.9 million in capital assets. This is an average of approximately \$774.2 thousand per year as compared to an average depreciation expense of approximately \$348.9 thousand.

Description	2018	2019	2020	2021	2022
Net Cash flows from operating activities	\$683.2	\$798.1	\$1,185.4	\$747.3	\$1,143.6
Net cash flows from noncapital financing activities	\$(77.9)	\$(125.8)	\$(46.9)	\$(25.8)	\$(29.5)
Net Cash flows from capital and related financing activities	\$(471.8)	\$(734.7)	\$(616.2)	\$(637.9)	\$(1,403.9)
Net cash flows from investing activities	\$(185.3)	\$169.1	\$193.0	\$(286.6)	\$(8.9)
Net Cash Flow	\$(51.7)	\$106.6	\$715.4	\$(203.0)	\$(298.7)
Five-Year Cumulative Net Cash Flow					\$268.6

Capital Additions (millions)



Net Cash Flow (millions)



Summary of Review of Historical Financial Performance

Generally, for the period 2018 - 2022, the stormwater system has experienced annual growth (6.51%) in operating expenses while growth in revenues has averaged approximately 5.78% annually. While the system has maintained strong liquidity over this period, the metric is declining. The cumulative net cash flow over the last five fiscal years has been approximately \$268.6 thousand. In addition, the system has invested an average of approximately \$774.2 thousand in capital assets over the last five fiscal years, the average depreciation expense has been approximately \$348.9 thousand. This may indicate the elimination of a backlog of renewal and replacement projects or the addition of new system infrastructure.

Work Plan

The project team has developed our all-inclusive scope of work to complete the City's objectives for preparing a Stormwater Utility Rate Study. The first phase, Project Initiation, as described in this section is designed to:

- Assure that the project team has a thorough understanding of the City's issues and financial needs,
- Establish the methods to be used to gather all necessary data,
- Identify assumptions that will be used in the analysis of revenues and expenditures, and
- Set project milestones for deliverables and public meetings.

This kick-off session will establish a detailed project understanding. Deliverables are scheduled for completion throughout the project schedule and meetings with staff are calendared to keep City staff informed and to encourage staff input. The project team will provide deliverable packages throughout the project for the purpose of keeping City staff informed of the analytical results and project team's understandings. Deliverables may be provided by electronic means such as email for immediate results.

Our approach is designed to achieve the City's goals and objectives set forth in this proposed Scope of Services. This approach is logical, cost effective, and incorporates standard procedures and methods of a sound cost of service study. This approach to the services requested by the City, is summarized as follows.

Phase 1: Project Initiation

The purpose of Phase 1 is to formalize the lines of communication between the project team and appropriate City personnel, to develop the project schedule, and to ensure that the project objectives are clearly defined and understood by all parties. This phase of the study will also consist of gathering and reviewing information related to stormwater operations. Such information will include financial statements, budgets, prior relevant studies (master plans, comp plans, etc.), capital improvement plans and GIS data, and will allow for the determination of customer classifications, property characteristics, and financial performance standards.

The functions performed in this initial phase of the project will provide the foundation for completing a successful engagement. The following is a discussion of the major tasks anticipated for this phase.

Task 1.1 - Kick-Off Meeting

An organizational meeting will be conducted with City personnel and the Willdan Project Team in order to finalize project responsibilities, establish a schedule of project deliverables, and address other administrative issues. In addition, the kick-off meeting will allow for identification of the primary objectives and concerns to be addressed in the study, as well as the establishment of a conceptual rate design strategy.

Task 1.2 – Staff Interviews

Interview sessions will be conducted with City personnel and the project manager in order to discuss the City's current assessment methodology and identify staff issues relative to the current methodology and revenue collection practices.

Task 1.3 – Data Acquisition

A detailed data request will be prepared for the City in order to assist staff in gathering specific information regarding the operation of the utility system and the allocation of costs among the rate structure attributes. The data request is intended to be comprehensive in nature and may include such information as historical financial data; adopted operating budgets; historical customer data; existing rate schedules; stormwater master plan; capital improvement plan; GIS parcel data; and land use and zoning data.

Task 1.3 - Data Review

The data obtained during the data acquisition phase will be thoroughly reviewed to gain an understanding of the historical operations, as well as to identify other information that may be necessary for completing the resulting analyses. Parcel and land use and zoning data will be a critical element in developing and updating Equivalent Drainage Units (EDUs) during the rate setting process. This proposal assumes that the City will be able to provide the required parcel and land use and zoning data in a readily usable electronic format and in a timely manner.

Phase 1: Deliverables

- Project schedule/timeline

Phase 2: Selection of Billing and Collection Method

The purpose of the second phase of the stormwater fee study is to analyze the City's current billing and collection method and make a recommendation as to appropriateness of the current methodology versus other alternatives (i.e. independent bill, tax bill, etc.). The method selected should address not only monetary concerns but also other administrative, legal, and customer-oriented concerns. The primary items for consideration in the selection of a billing and collection method for the City consist of:

1. Cash Flow – Timing and availability of cash receipts.
2. Billing Cost – The annual costs associated with the process.
3. Collection Enforcement – Ability to collect current, past due, and penalties.
4. Saturation – The ability to include all property classifications.
5. Legal – Assessment vs. utility rates, fees, and charges.
6. Who pays? – Property owner or tenant.
7. Administration – Process and effort required to implement and maintain the selected rate methodology.
8. Public Acceptance – Perception of those receiving the bill.

Phase 2: Deliverables

- Recommendation for Optimal Billing and Collection Method

Phase 3: Revenue Requirements and Customer Data

The purpose of Phase 3 is to ensure that all costs incurred to provide stormwater service are recovered from the proposed user fee. Also, this phase provides an understanding of the customer base and parcel characteristics (i.e. the rate determinants) associated with the stormwater system. In this phase, it is important to work closely with City staff in order to ensure an accurate portrayal of operating and maintenance expenses as well as the allocation and/or addition of debt service due to capital improvements or facilities expansion.

Task 3.1 - Develop Net Revenue Requirements to be Recovered from Stormwater Rate

The primary purpose of this task is to develop the level of expenses and other funding requirements from rates (i.e. operating expenses, renewal and replacement of assets, payment of debt service (if applicable), capital investment to be funded from rate revenues, etc.) for the ten (10) year planning period. Specifically, this task will include the following:

- Identification of major expenditures of the stormwater system to insure sufficient cost recovery from rates.
- Development of projected operation and maintenance expenses and other related costs associated with the stormwater system. The projections are based on factors such as inflationary impacts, changes in expenses associated with new programs, changes in utility regulations, and other related aspects as they may relate to the system.
- Based on utility policies and goals, identification and recognition of any other expenditures currently not being fully recovered by the utility, including for example, the recognition of an administrative allocation charge for common or shared expenses, adequate transfers for the purpose of renewal and replacement of capital assets, or any other type of expenditure that is not currently reflected in the budget that needs to be included.
- Review of the capital improvement program as well as the sources of funds to meet such programs. Such forecasts of capital costs not only include expansion-related projects, but projects associated with renewals, replacement, and betterment of the system as well as departmental capital outlay (vehicles, equipment, etc.).
- Identification of other revenue and/or expenditure offsets that will serve to reduce the amount of revenues required to be generated from user rates (interest income, miscellaneous service charges, etc.).

Task 3.2 - Projected Billing Determinants

This task involves examining accepted methodologies for the determination of EDUs. Stormwater events in the City are generally a result of rainfall, which is either partly absorbed through pervious areas or becomes runoff that collects and must be directed for detainment and disposal. The extent of the City's responsibility is directly related to the amount of runoff contributed by each property, which for most properties is directly related to the impervious area and the facilities that such properties install and maintain to contain and treat runoff prior to entering the City's facilities. This task will also include review current mitigation credits policies of the City as well as any proposed updates to those policies and the potential impact on the projected billing determinants.

Several different methods exist for developing an EDU factor including: 1) Impervious Area Method, 2) Intensity of Development Method, and 3) Equivalent Hydraulic Area Method.

As part of this task, the project team will work with the City staff to identify and review the characteristics of the properties located within the City's incorporated limits to identify the appropriate method to use for developing the EDU factor. The Willdan Team will also update the impervious area analysis and GIS data as needed based on changes since the impervious area layer was developed.

Phase 3: Revenue Requirements and Rate Determinants - Deliverables

- Parcel analysis including identification of customer classes and proposed EDU factors.
- Criteria for and calculation of mitigation credits.
- Estimate of projected operating, maintenance, capital and other costs of the stormwater utility for the projection period.
- Identification of proposed stormwater services and benefits to be provided by the City to all property owners.
- Total adjusted revenue requirements based on the current and/or projected budget.

Phase 4: Development of User Rates and Charges

Phase 4 will develop an equitable, defensible rate structure, determining the appropriate rate components, and developing a methodology for allocating the revenue requirements to the applicable rate components. The allocation of revenue requirements will define the total costs to be recovered through each component of the rate structure. The cost-of-service allocations will be designed to allocate the various costs, such as operating expenses, capital expenditures, debt service, administrative and other transfers and renewal and replacement requirements to appropriate cost recovery mechanisms or components for the utility system. The following is a discussion of the tasks anticipated for this phase.

Task 4.1 - Cost of Service Allocations

The primary purpose of this task is to develop the methodology to be used for assigning the cost of stormwater operations, maintenance, system indebtedness (if applicable, this information will be provided by the City's Municipal Advisor), and capital improvements of the system to the various customers and cost recovery components. This will involve a review of the allocation of the revenue requirements to the individual classes and rate structure component for rate design purposes. The characteristics of each customer class will be considered in the allocation of the stormwater system revenue requirements and costs.

Task 4.2 - Design User Rates

The rate model spreadsheet will be developed in a dynamic manner such that the Willdan Team and City staff will be able to analyze "what-if" scenarios detailing the financial impacts under each scenario utilizing an iterative dashboard view. Baseline rate structures will be recommended as required to fund the stormwater system, and consider annual inflationary, indexed adjustments to rates as needed to maintain the utility.

The recommended rate structure alternatives will be developed to recover the projected revenues needed to fund utility operations, infrastructure/capital improvements, recognizing equitable cost recovery by customer class, establishing reasonable recovery of costs from existing and new utility customers, and complying with applicable regulations and policies. Any alternative rate structures will be based on common industry standards and will be consistent with the City's goals and objectives regarding the stormwater system.

Willdan will review various parcel characteristics for potential impacts on how stormwater costs are allocated to each parcel including an impervious area analysis, hydraulic runoff coefficients, parcel size, intensity of development, equivalent hydraulic area, etc.

Pursuant to the allocated costs developed in the previous task, the net revenue requirements established in Phase 2, the projected customers and ERUs, the rate policies of the utility, and rate structure guidelines of applicable regulatory agencies, user rates for the stormwater system will be designed so as to recover the costs in an equitable manner. The calculated user rates will incorporate the applicable components in accordance with the cost-of-service allocation analysis.

Discussions will be held with the staff in order to ensure that the proposed rates meet the goals of the utility. The project team will prepare a sensitivity analysis to assess the ability of the revenue stream generated by the rate structure to fully fund the system costs and other costs under the impacts of future water quality and environmental regulations and standards.

Task 4.3 – Customer Impact Analysis

The impact of any proposed rate and structural adjustments on the existing customers of the utility will be analyzed. This will include a comparison of existing and proposed rates for varying parcels.

Task 4.4 - Rate Comparisons with Other Utilities

To assist in the evaluation of the rate structure and proposed rates, a comparison will be developed showing the proposed rates of the utility with those of other stormwater utilities throughout the State. This will provide an indication as to the rate levels charged by others in relation to the rate levels developed in the study.

Task 4.5 - Projected Operating Results

The final task in this phase is to develop a schedule of the projected operating results for the stormwater utility. The projected operating results will provide a summary estimate of revenues and expenditures anticipated in future years, identify where deficiencies may occur, and provide an estimate of the order of magnitude for future rate adjustments. Financial operating results will be prepared based on the Tax bill method whereby all eligible parcels are billed an annual amount included on the property tax bill.

Phase 4: Development of User Rates and Charges - Deliverables

- Allocation of revenue requirements.
- Allocation of operations and maintenance to levels of service.
- Allocation of capital to the levels of service.
- Alternative rate structures, advantages, and disadvantages.
- Revenue potential for alternative rate structures compared to existing rates (five [5] rate structure/rate adjustment scenarios max)
- Comparison of bills of alternative rate structures to other stormwater rates throughout the State.

Phase 5: Preliminary and Final Reports, Meetings & Presentations

The purpose of this phase of the project is to present the findings and recommendations to City staff and City Commission to document the overall analysis in a complete and concise report. This phase of the project will consist of the preparation of a draft report and the final report.

Task 5.1 - Prepare Draft Report

A draft report will be prepared, complete with applicable output and supporting documentation. An electronic copy of the draft report in PDF Format will be presented to City staff for their review. Contents will also include assumptions relied upon for the projection of customers and usage characteristics, revenue requirements, revenues, operating results, the cost recovery profile for each class, the results of the fully allocated cost-of-service analyses and any proposed adjustments to the stormwater rates. Up to ten (10) hard copies of the Draft Report will be provided at the City's request.

Task 5.2 - Prepare and Deliver Final Report

Upon completion of the final review by the City Commission and staff, the report will be finalized, and an electronic copy submitted to the City. The final report will address the immediate and anticipated financial concerns of the stormwater system regarding the equity and sufficiency of rates. In addition, the report will provide discussions of the methodology and assumptions utilized in the analyses, as well as the differences between the current and proposed practices of the utility. Up to fifteen (15) hard copies of the Final Report will be provided at the City's request.

Task 5.3 - Rate Model Dashboard

The study will include the development of a spreadsheet model in Microsoft Excel and will be developed in such a way as to project cash flows over the 10-year projection period by allowing "what-if" scenarios by varying rates, target reserve fund balances, debt service coverage targets, operating expense and capital cost assumptions. The model will be provided to the City and will have a user-friendly dashboard with interactive graphics that automatically produces a suite of reports and graphs as inputs or assumptions are changed.

Task 5.4 - Staff Meetings

The project approach developed herein proposes three (3) meetings between Willdan and the City during the course of the study. The first being the kick-off meeting described in Phase 1. This meeting occurs at the start of the project and will provide the opportunity to discuss in detail the goals and objectives for the study, and the best way to accomplish them. The second meeting will be to discuss the preliminary study and tentative rate structure modifications with City staff. The third meeting will be to discuss the draft rate study report with the City staff as well as the best way to implement any proposed modifications to the City's rate structure and stormwater fee ordinance. We believe that such meetings during the course of the study will ensure that the study is consistent with the needs and desires of the City throughout the project.

Task 5.5 – Presentations and Public Meetings

The project approach will also include a maximum of four (4) presentations/workshops to the City Commission discussing conclusions and recommendations of the study. As part of these public meetings, Willdan will address the public's questions and concerns relative to the need for and benefits of a stormwater utility system.

Phase 5: Preliminary/Final Reports, Meetings & Presentations – Deliverables

- Draft report
- Rate Model Dashboard
- Final report
- Presentation materials

City Staff Support

Willdan recommends that the City assign a key individual as project manager. As our analysis is developed, it is expected that the City's appointed project manager will:

1. Coordinate responses to informational requests;
2. Coordinate review of work products; and
3. Identify appropriate staff members for participation in meetings and facilitate in scheduling.

We will ask for responses to initial information, follow-up requests and comments on reports within five business days or otherwise agreed upon timetable. If there are delays, the project manager will follow up with the parties involved to establish an estimated date for the delivery of information and/or feedback. To ensure continued progression, the project manager will reconvene with the rest of the Willdan project team to identify tasks that can be started while waiting for requested data.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and Willdan will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

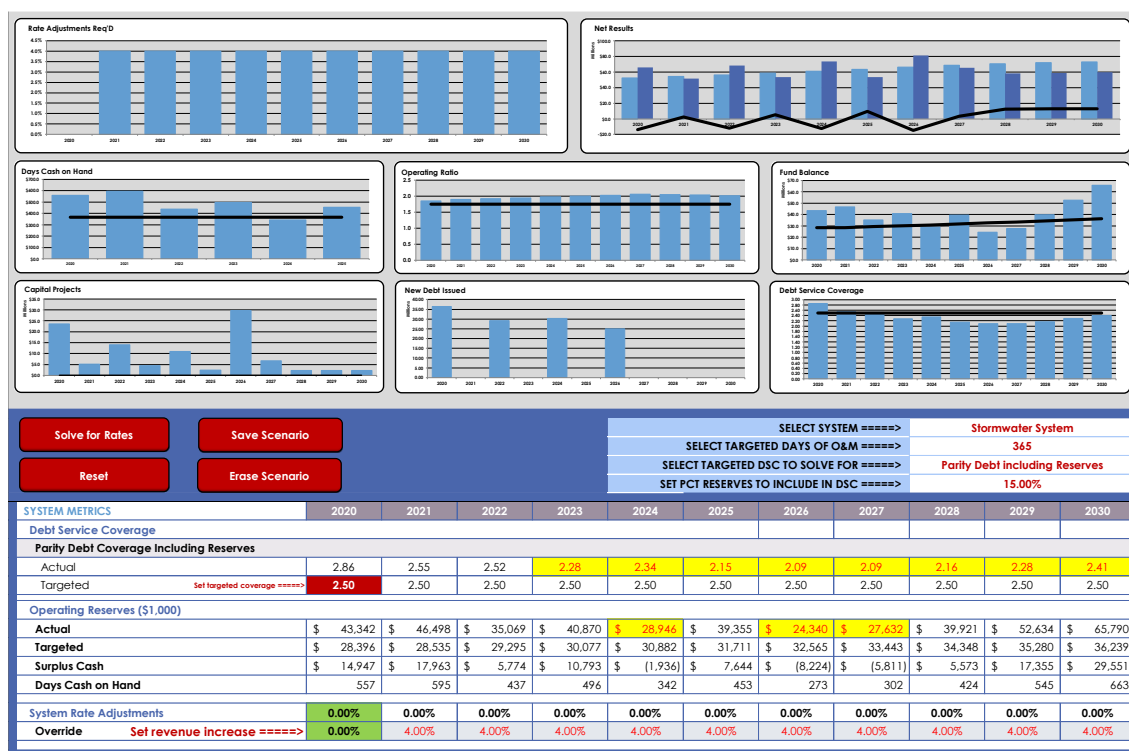
Interactive, “What-If” Model Capability

Our Excel-based rate model possesses the elements necessary to conduct a full financial planning analysis and rate study. The comprehensive analysis model allows us to develop various scenarios regarding such things as: i) capital financing alternatives; ii) debt service coverage tests; and iii) liquidity tests (cash reserves) and modeling of rate structure alternatives to test “what-if” scenarios, to address such questions that may arise during project team meetings with staff or elected officials. This process helps to gain consensus regarding the rate and financial plan which best addresses your needs.

Features of the analysis model include the ability to incorporate line-item data and assumptions that are then summarized in a graphic dashboard to show key financial indicators for the utility system. The sample dashboard below illustrates how the data, assumptions, and calculations are summarized into an easy-to-understand graphical interface that updates with each alternative scenario evaluated.

To summarize, rate model development is an integral part of the Willdan Team consulting process, and one in which staff and other stakeholders play a collaborative roll.

At the completion of the analysis, the model will be customized to generate the financial metrics and targets desired by the City, and ***an Excel version of the model will be provided to the City for use by City staff.*** The ultimate goal is to develop an effective, efficient, and interactive working relationship that will carry forward into future rate-setting processes.



Subsequent to careful development and validation of the baseline forecast, a series of alternative forecasts will be prepared illustrating various results in the following general categories:

- **What if things turn out differently?** These alternatives will demonstrate the sensitivity of the forecast to the significant assumptions used. This results in a sound understanding of areas where a conservative forecast approach is warranted;
- **What happens when we try this?** This series of alternatives focuses on different financial management approaches. For example, the use of different financing techniques such as capitalized interest, interim short-term financing, and capital appreciation bonds may be explored;

- **What can we do to make it better?** This approach to forecasting identifies the factors that may be causing significant rate increases in a given year and explores alternatives. For example, if a large capital project in a single year is the culprit, we would work with staff and the consulting engineers to determine whether this project could be phased or delayed; and
- **How will any adjustments affect our customers?** In examining rate structure alternatives, we will demonstrate and discuss how users in various categories or classifications will be impacted. Our team will use our rate design model to explore the impact of various rate structures on bills for each customer class over the relevant consumption range.

Communication Plan

Taking a proactive role in communicating with stakeholders increases trust in the utility provider, improves the stakeholders' understanding of utility operations and services, and establishes a foundation for future positive relations within the community. Willdan envisions an outreach program that utilizes an effective combination of communication tools, reaching numerous people with a message that accurately reflects the City's goals. We recognize that the presentation of recommendations for rate increases and significant changes in rate structure can be difficult and must be managed with tact, confidence, and honesty.

For over 24 years, Willdan Principal Consultant and Project Manager, Ms. Tara Hollis has been providing presentations to elected officials as well as participating in public workshops. It is an integral part of the rate study project, particularly if the outcome requires changes and/or modifications to the current rates. Willdan believes that the key to a successful presentation is to keep it in "layman's" terms so as not to confuse the audience being presented.

Willdan's approach will meet the City's requirements for utility rates that provide revenue sufficiency and equitably recover costs in accordance with common industry standards.

In addition, Willdan has found that the rate study dashboard is a powerful tool that is extremely useful in showing why the results are what they are. Ms. Hollis will be responsible for any presentations and may be accompanied by additional project team members.

Training

The Willdan Team can provide an immersive and instructionally-sound approach to training and user development. We offer a hands-on training session to staff members responsible for using the rate model as well as post-project phone consultations. Training takes place at the City offices and provides staff members with an opportunity to learn the dynamic interactions of the rate model. In addition, Willdan will be available to provide future training on an hourly basis either at the City offices or via webinar.

Project Schedule

Provided below is an estimated project timeline. A detailed project schedule will be developed upon consultation, and in concert, with City of DeLand staff.

City of DeLand																											
Stormwater Fee Study																											
Project Schedule																											
Scope of Services	January					February				March				April					May								
	1	8	15	22	29	5	12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27					
Phase 1: Project Initiation	M																										
Phase 2: Selection of Billing and Collection Method																											
Phase 3: Revenue Requirements and Customer Data																											
Phase 4: Development of User Rates and Charges																											
Phase 5: Preliminary & Final Reports, Meetings & Presentations																											

Milestones/Deliverables Legend:			
M	Meeting	P	Public Presentation
W	Webinar	D	Draft/Final Deliverables

Milestones/Deliverables Legend:

M	Meeting	P	Public Presentation
W	Webinar	D	Draft/Final Deliverables

Municipal Advisor Disclosure/Project Disclaimer

The City of DeLand further represents, acknowledges, and agrees that:

- The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Project Management and Quality Assurance/Control Approach

Project Management

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections.

Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Project Management				
				
Define the Project	Plan the Project	Manage the Project	Review the Project	Communicate the Project
- Identify the project scope, set objectives, list potential constraints, document assumptions. - Define a course of action and develop an effective communication plan. - Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	- Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. - Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. - Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	- Manage the execution of the project. - Direct existing and upcoming project tasks. - Control and monitor work in progress. - Provide feedback to client and project team. - Identify and resolve deviances from project timeline.	- Review all work product and deliverables. - Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. - Procure executive officer level review.	- Communicate with the client regarding work status and progress. - Ensure client is in receipt of regular status updates. - Schedule regular conference calls to touch base. - Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This ensures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	Jeff McGarvey	- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; - Emphasize quality in every phase of work; - Ensure efficient use of resources; - Establish a consistent and uniform approach to the services performed; and - Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Tara Hollis & Jeff McGarvey	- Contract deliverables; - Specific quality control procedures; - Special quality control emphasis; - Budget and manpower requirements; - Overall project schedule and budget; and - Project documentation requirements.

Prior Implementation Methodology

Willdan has worked with its clients to consider various alternative types of stormwater rate structures. The driving goal in each engagement is the development of a rate structure that is equitable for all users. In addition to equity, stormwater fees need to: (1) meet the program's specific revenue requirements, (2) rely on reliable data, and (3) be based on a technically defensible methodology.

Willdan works with clients to assess the type and quality of available data. Based on the data assessment, Willdan will present alternative rate methodologies that can be supported. Rate methodologies that have been considered by Willdan and its clients include:

- **Flat Fee** – based on a uniform rate charged to all customers regardless of type (i.e. residential vs. non-residential) and does not consider the impact the customer has on the stormwater system. This methodology is easier and less costly to administer and is often considered by new stormwater programs that lack sufficient data to implement a more equitable methodology.
- **Equivalent Residential Unit (ERU) Method** – based on estimated or calculated impervious area and thereby accounts for a customer's impact to the stormwater system. Willdan has worked with customers to consider such approaches to the ERU Method as:
 - Per 1,000 square feet of impervious area;
 - Average impervious area for single-family residences;
 - Average impervious area for all residential units;
 - Effective impervious area for single-family residences; and
 - Tiered rates based on a statistical analysis of impervious areas of all single-family residences.

Within these various ERU-based methodologies, Willdan works with clients to identify appropriate rate classes. In doing this, Willdan's objective is to balance equity among the rate classes with administrative ease.

- **Intensity of Development Method** – based on the percentage of impervious area relative to a parcel's total size. Under this methodology, all parcels are charged a fee based on the percentage of impervious area of the parcel. Rates can be calculated for service categories of parcels with the rate increasing as the percentage of development increases. This method differs from the ERU method in that it recognizes the stormwater runoff from pervious parcels.
- **Equivalent Hydraulic Area (EHA) Method** – based on direct measurements of pervious and impervious areas and relies on the application of hydraulic response factors resulting in unique EHA for each parcel. While this method is considered more equitable than the ERU method, it requires specific data and can be very difficult to administer and communicate to customers.
- **Run-off Coefficient Method** – based on standard or developed run-off coefficients that are equated to single-family residential coefficients and applied to parcels based on parcel use, soil type, slope, overall parcel size, etc.

In addition to the rate methodologies, Willdan has worked with and recommended various billing and collection methods including:

- **Utility Bill Method** - Many municipalities have chosen to collect stormwater fees through the use of an existing utility bill, such as water, sewer, or other types of charges. The utility bill method is beneficial when service areas among the utilities overlap, and a single collection method can be utilized to administer multiple charges. Additionally, collection of the fee through an existing utility bill can be fairly straightforward and cost effective when compared to the effort required for fee collection on a separate bill. Using the existing billing system allows flexibility with respect to including the additional charge associated with stormwater service. Using the utility billing system requires a customer level analysis of the stormwater burden rather than a parcel level analysis.

Often, one parcel may have multiple utility accounts based on the number of businesses or residents. This result is not always the case, however, because parcels with multiple dwellings or multiple business types may share the same utility account. The final billing system must correlate each utility bill to a parcel number based on the benefit that the parcel receives.

- **Independent Bill Method** - The independent bill method involves sending out a separate bill for stormwater service. The City can vary the frequency of sending the bills (i.e. monthly, quarterly, semi-annually, annually). Additionally, the independent bill can be sent to the tenant or owner of the property.
- **Tax Bill Method** - A stormwater utility's revenue requirements can be assessed to property owners directly through a non-ad valorem assessment on the annual property tax bill. Using this method eliminates the need to create utility billing account matches and typically results in higher revenue remittance rates. A taxpayer is not allowed to pay the taxes due without also paying the special assessment. Failure to pay the special assessments and taxes will result in the issuance of a tax certificate and may result in the sale of a tax deed, no earlier than two years after initial failure to pay.

Tab 5 – Price Proposal

The fees charged by the Willdan Team are reflective of our belief in, and commitment to, providing high quality, cost-effective consulting services to our clients. As such, we have adopted a billing philosophy whereby out-of-pocket costs such as reproduction, printing, postage, shipping, telephone, and travel are considered as part of the project and included in the proposed fees set forth herein. This is accomplished by utilizing a fixed fee approach based on a defined scope of services, and not requesting change orders or budget amendments unless additional services are requested by the client.

Stormwater Rate Study

Based on the scope described herein, Willdan's total labor and expense billings are set forth in the following table. Based on actual incurred effort, each task's budgeted amount may increase. Willdan will not, however, exceed the estimated total labor and expense billing amount without first obtaining the City's prior written authorization. The estimated professional fees are based on the City's data being provided in a form/format that facilitates the analysis preparation described in our scope. Should development of the data supplied by the City or County require effort over and above the intended scope, Willdan will immediately notify the City. Further, the City acknowledges that Willdan will rely upon the validity and accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

On the basis of the general project approach described above, Willdan proposes a fixed fee of \$29,780 for the Scope of Services. However, this fee may be increased or decreased depending on the finalization of the scope, availability and quality of data, and the number of meetings.

Shown within the following table is the itemization of all labor hours, professional fees, and expenses.

City of DeLand Stormwater Fee Study			
Fee Proposal			
SCOPE OF SERVICES	HOURS	COST	
Phase 1: Project Initiation	30.0	\$	5,040
Phase 2: Selection of Billing and Collection Method	8.0		1,520
Phase 3: Revenue Requirements and Customer Data	38.0		5,840
Phase 4: Development of User Rates and Charges	56.0		8,520
Phase 5: Preliminary & Final Reports, Meetings & Presentation	50.0		8,860
Total – Stormwater Fee Study	182.0	\$	29,780

Notes

- The client will be invoiced on a monthly percentage-completion basis.
- Invoices will include a description of services, as well as a summary of costs to date by task.
- We will perform additional tasks, outside our scope of services, as requested and authorized by the client for an additional fee.
- Willdan will rely on the validity and accuracy of the client's data and documentation to complete our analyses. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.
- The client shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time, and attorneys' fees, to respond to the legal process of any governmental agency relating to the client or relating to this project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Hourly Rate Schedule

Additional services may be authorized by the client and will be billed at our then-current hourly overhead consulting rates. Current hourly rates for each firm are listed in the tables below.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Managing Principal	Jeffrey McGarvey	\$240.00
Principal Consultant	Tara Hollis Daryll Parker	\$210.00
Senior Project Manager		\$185.00
Project Manager		\$165.00
Senior Analyst		\$135.00
Analyst	Tiffany Rosario	\$100.00
Project Support		\$90.00

Tab 6 - Required Proposal Forms

STORMWATER FEE STUDY
RFP-24-02
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

ADDENDUM ACKNOWLEDGMENT: N/A

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-24-02/Stormwater Fee Study.

VENDOR NAME Willdan Financial ServicesADDRESS 200 S Orange Avenue, Suite 1550, Orlando Florida 32801

AUTHORIZED

SIGNATURE 

PRINTED

SIGNATURE Robert Fisher DATE November 13, 2023TELEPHONE# (800) 755-6864 FAX # (888) 326-6864EMAIL: CFisher@Willdan.com

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: City of Oviedo
 Date of Services: 2013 - Ongoing
 Description of Services: Stormwater, Water, Wastewater, Reclaimed Water, and Sanitation Financial Services
 Street Address: 400 Alexandria Blvd
 City, State, ZIP Code: Oviedo, Florida 32765
 Telephone #: (407) 971-5544 Fax #: (407) 971-5804
 Contact Person: Jerry Boop Email: JBoop@cityofoviedo.net

Ref #2. Customer/Client: Town of Mount Pleasant
 Date of Services: 2020 - Ongoing
 Description of Services: Stormwater Rate Study and Annual Tax Roll Preparation
 Street Address: 100 Ann Edwards Lane
 City, State, ZIP Code: Mount Pleasant, SC 29464
 Telephone #: (843) 884-8517, ext. 3404 Fax #: (843) 849-2060
 Contact Person: Marcy Cotov Email: MCotov@tompssc.com

Ref #3. Customer/Client: City of Dunn
 Date of Services: 2021 - 2022
 Description of Services: Stormwater Rate Study
 Street Address: 401 E. Broad St., PO Box 1065
 City, State, ZIP Code: Dunn, NC 27292
 Telephone #: (910) 230-3500 Fax #: (910) 230-3590
 Contact Person: Steven Neuschafer Email: sneuschafer@dunn-nc.org

Ref #4. Customer/Client: City of Lexington
 Date of Services: 2020 - 2021
 Description of Services: Stormwater Rate Study
 Street Address: 28 West Center Street
 City, State, ZIP Code: Lexington, NC 27292
 Telephone #: (336) 248-3980 Fax #:
 Contact Person: Zack Mackenzie Email: zcmackenzie@LexingtonNC.gov

Ref #5. Customer/Client:
 Date of Services:
 Description of Services:
 Street Address:
 City, State, ZIP Code:
 Telephone #: Fax #:
 Contact Person: Email:

CONTRACTOR NAME Willdan Financial Services
 ADDRESS 200 S Orange Avenue, Suite 1550, Orland FL 32801
 PRINTED SIGNATURE Robert Fisher
 AUTHORIZED SIGNATURE 
 TELEPHONE # (800) 755-6864 FAX# (888) 326-6864 DATE November 13, 2023
 EMAIL: CFisher@Willdan.com

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PUBLIC ENTITY CRIME FORM**Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:**

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

Acknowledged: _____

Date: November 13, 2023

**CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

Willdan Financial Services

Business Name


Authorized Representative's Signature

Robert Fisher
Name

24-02 | Stormwater Fee Study

Bid Number and Name

11/13/2023

Date

Vice President
Position

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Willdan Financial Services
Company


Authorized Signature

Robert Fisher Vice President
Printed Name & Title

CFisher@Willdan.com
Email

200 S Orange Street, Suite 1550
Address

Orlando Florida 32801
City, State, Zip Code

(800) 755-6864
Telephone No.

(888) 326-6864
Fax No.

State of California)
City of Temecula)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2023, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public

My Commission Expires: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

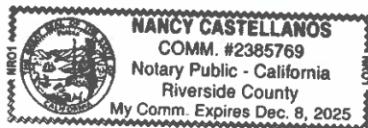
County of Riverside

Subscribed and sworn to (or affirmed) before me

on this 15 day of November, 2023
 by _____ Date _____ Month _____ Year _____

(1) Robert Fisher(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Nancy Castellanos
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2017 National Notary Association

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

STATE OF FLORIDA

CITY OF Temecula, California

BEFORE ME, the undersigned authority, personally appeared

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

1. The Business address of 200 South Orange Street, Suite 1550, Orlando FL 32801 (name of bidder or Contractor) is Willdan Financial Services.
2. My relationship to Willdan Financial Services (name of bidder or Contractor) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

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

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Willdan Financial Services (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Willdan Financial Services (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Willdan Financial Services (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.



Signature

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

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me

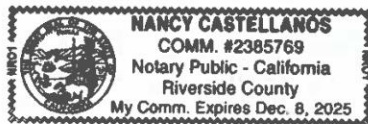
on this 15 day of November, 2023,
 by _____ Date Month Year

(1) Robert Fisher

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.

Signature Nancy Castellanos
 Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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NON-COLLUSION AFFIDAVITState of California)City of Temecula)

Robert Fisher being first duly sworn, deposes and says that:

- (1) He/she is the Vice President, (Owner, Partner, Officer, Representative or Agent) of Willdan Financial Services, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: 
Signature of Individual

Robert Fisher
Printed Name of Individual

Vice President
Title of Individual

Signed, sealed and delivered in the presence of:


Witness


Witness

State of California

County of Riverside

The foregoing instrument was acknowledged before me this 13th day of November, 2023 by Robert Fisher, who is personally known to me or who has produced Valid Drivers License as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

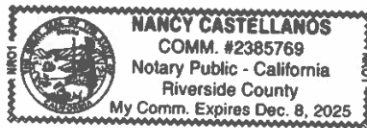
State of California)
County of Riverside)
On 11/15/2023 before me, Nancy Castellanos, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Fisher
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nancy Castaneda*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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200 South Orange Avenue, Suite 1550
Orlando, FL 32801
407.872.2467 | Fax: 888.326.6864

www.willdan.com

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Consideration re Consumption of Alcoholic Beverages on City Property for the Fat Tuesday Event.

DEPARTMENT: City Clerk

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: FAT TUESDAY SITE MAP

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The Fat Tuesday Event is fundraiser for the DeLand High School Band hosted by The Elusive Grape. This event will be held on Tues., February 13th, 2024.

This year the organizers are expanding their footprint to include Parking Lot #6. The organizers are requesting that the southside of Lot #6 be authorized for the consumption of beer and wine. In accordance with City policy Section 3-15, "on any other City property other than parks, an applicant for the consumption of alcoholic beverages must have specific City Commission approval."

The proposal to use a portion of Parking Lot #6 for this activity has been reviewed and initially approved by the Police Department. The area for consumption will be blocked off by barricades to ensure that people consuming alcohol do not leave the defined area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

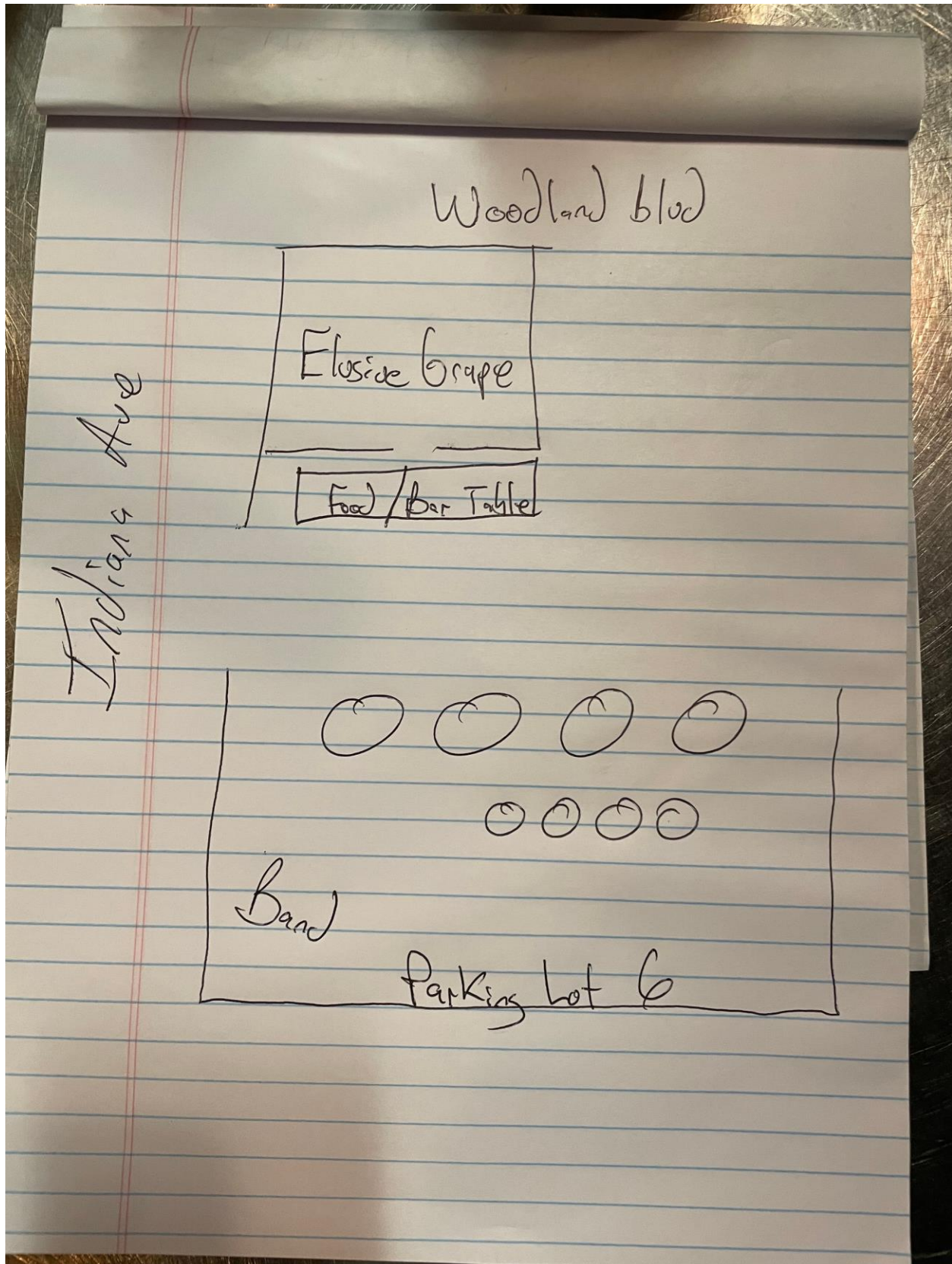
None.

RECOMMENDATION:

It is recommended that the City Commission approve the consumption of alcohol beverages on Parking Lot #6 during the Fat Tuesday Event scheduled for Tues., February 13, 2024. Such consumption will be confined to the area designated by the site plan attached to this RCA.

BACKGROUND/DISCUSSION:

Event organizer asking permission for alcoholic beverage consumption at southside of Parking Lot #6 during a special event.



CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Second Reading of Ordinance No. 2024-05, Annexing ±28.667 Acres of Property Located at 1298 South Blue Lake Avenue 1st. Rdg.12/04/23.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-05 , Exhibit A- Legal Description, Exhibit B- Map, AN23-103 Survey (signed & sealed) - ADA, Staff Report AN23-103 Taylor Ridge Annex - ADA, AN23-103 Supporting Statement - Annexation - ADA, AN23-103 Aerial Map - ADA, Business Impact Estimate - Taylor Ridge

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

This request is for approval to annex approximately 28.667 acres of property into the City of DeLand to develop a residential project with a subsequent land use amendment to Low Density Residential and a rezone request to the Taylor Ridge Planned Development.

The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the size of the enclave and will not adversely impact the provisions of governmental services.

At the September 13, 2023, meeting the Planning Board recommended approval of the annexation.
At the December 4, 2023, meeting, the City Commission voted to approve the annexation on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

Annexing the property into the City's jurisdiction will subject it to the City's adopted policies and allow implementation of the City's Sustainability Action Plan.

FISCAL IMPACT:

Inclusion of this property into the City's tax roll will increase funds towards City services.

RECOMMENDATION:

Staff recommends the City Commission approve, on second reading, the annexation of approximately 28.667 acres of property into the city limits of DeLand.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developer of the subject property. The property is undeveloped, heavily wooded and has a 100' wide FPL easement that runs north to south, near the center of the property. Road frontage for the subject property consists of $\pm$ 1,250 linear ft. along E. Taylor Rd. and $\pm$ 451 linear ft. along S. Blue Lake Ave.

On February 21, 2022, a petition for annexation of this property went before the City Commission and was denied 4-1 (Apgar). Since the original denial in 2022, the development proposal has been substantially changed as outlined in the Taylor Ridge Planned Development staff report and the annexation request is back for City Commission consideration.

ORDINANCE NO. 2024 – 05

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 28.667 ACRES OF PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Mike Woods, Esq., on behalf of Stewart Family Properties, LLC, submitted a petition for annexation of approximately +/- 28.667 acres of land located at 1298 South Blue Lake Avenue ; and

WHEREAS, the subject property to be annexed is undeveloped and heavily wooded; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand, on the northwest and to the south, will not create an enclave if annexed, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described parcel of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mike Woods, Esq., on behalf of the owner, Stewart Family Properties, totaling approximately +/- 28.667 acres, located at 1298 South Blue Lake Avenue, is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

Parcel Identification Nos. 7022-00-00-0090 and 7022-00-00-0191

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

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 P.M., on December 4, 2024, after notice published in accordance with Florida Statutes Section 171.044.

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

PASSED AND DULY ADOPTED this 5th day of February, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: December 04, 2024
Adopted on second reading: February 05, 2024

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

TAYLOR RIDGE PD

METES & BOUNDS LEGAL DESCRIPTION

DESCRIPTION

BOUNDARY AND RW

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4 for the POINT OF BEGINNING; thence North 89 degrees 36 minutes 35 seconds East 15.00 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 17 South, Range 30 East Volusia County, Florida to a point on the centerline of Blue Lake Avenue as shown on Volusia County right of way map Project #1335; thence South 01 degrees 09 minutes 26 seconds East 1175.64 feet along said centerline to a point on the centerline of Taylor Road per Volusia County Right of Way map project #1113-4-5/P4172-3; thence South 81 degrees 19 minutes 36 seconds West 1284.01 feet along said centerline to the beginning of a tangent curve concave Northerly and having a radius of 3531.24 feet and a central angle 01 degrees 06 minutes 33 seconds; thence run Westerly 68.36 feet along the arc of said curve and said centerline to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence North 01 degrees 06 minutes 37 seconds West 50.32 feet along said West boundary to a point on the North right of way line of the aforesaid Taylor Road; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to a point on the West right of way line of said Blue Lake Avenue; thence continue N88°57'54"E 30.00 feet along said North boundary to the Point of Beginning.

CONTAINING: 28.667 acres, more or less.

SEE SHEET 1 FOR DESCRIPTION
SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



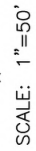
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| B | = | BACK | AB | = | ABOVE |
| C | = | CURB | AC | = | ACROSS |
| G | = | GIRB & GUTTER | AD | = | ADDITION |
| M | = | CONCRETE MONUMENT | AE | = | ANALOG |
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BY: DG3
DATE: 10-04-21
DRAWING: 29293-BDY.dwg
JOB: 29293
SHEET: 2 OF 3

HANOVER LAND
COMPANY, LLC

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

SEE SHEET 1 FOR DESCRIPTION
SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

[illegible]

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-888-7780

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

September 13, 2023

APPLICATION: AN23-103

STAFF PLANNER: Kendall Story

1. **Requested Action:** Annexation of property located in unincorporated Volusia County into the City limits of DeLand
2. **Location:** Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
3. **Petitioner:** Mr. Michael Woods, Esq., Cobb Cole
4. **Owner:** Stewart Family Properties, LLC
5. **Size of parcel(s):** ± 28.667 acres
6. **Parcel ID:** 7022-00-00-0090 & 7022-00-00-0191
7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Rural

Existing Zoning: Volusia County: A-2 – Rural Agriculture

Existing Use: Undeveloped
8. **Surrounding Land Use & Zoning:**

	LAND USE	ZONING
North:	VC: Rural; LDR	VC: A-2; Saddlebrook PD
South:	VC: Rural; New Community Development	Bridle Oaks PD; Victoria Park PD
East:	VC: Rural	VC: A-3
West:	VC: Urban Low Intensity	VC: RA; VC: A-4

- 9. Physical Characteristics:** The proposed annexation consists of ± 28.667 acres, as well as the northern half of the E. Taylor Road right-of-way and the west half of the S. Blue Lake Ave. right-of-way. The subject property does not contain any wetlands and lies outside of the FEMA floodplain. The parcel is undeveloped, heavily wooded and has a 100' wide FPL easement that

runs north to south, near the center of the property. Road frontage for the subject property consists of $\pm$ 1,250 linear ft. along E. Taylor Rd. and $\pm$ 451 linear ft. along S. Blue Lake Ave.

The subject property is owned by the Stewart Family Estate whom wish to subdivide the property. The applicant's ultimate goal is to develop the parcels into 65 single-family residential lots.

10. Public Services & Utilities: The City's Utilities Department states that the closest city water and sewer mains are found within the right-of-way of E. Taylor Road, in front of the property. The property is located within Police Patrol Zone 5, and service is available to the site with an approximate response time of 7 minutes. The Fire Department confirmed that adequate fire protection can be provided, with an approximate response time of less than 5 minutes. The County of Volusia has indicated that there are no code enforcement actions or liens associated with this property.

11. Growth Management Plan Consistency: An application for a change in land use (SMLU-23-102) has been submitted to amend the future land use from Volusia County Rural (R) to the City's Transitional Rural Development (TRD) designation. Additionally, an application for a zoning change (Z23-104) from Volusia County A-2 (Rural Agriculture) to the City's PD (Planned Development) has also been submitted. To the north of the subject property is the Saddlebrook residential Planned Development which consists of single-family residential lots ranging in widths from 50-70 ft. wide. Immediately to the south of the subject property is the E. Taylor Rd. right-of-way which is a 100 ft. wide right-of-way. South of E. Taylor Rd. is the Victoria Oaks Phase D Planned Development which consists of single-family residential lots ranging in widths from 40-60 ft. wide. To the west is Volusia County's A-3 (Transitional Agriculture) zoning district which requires 1 acre per dwelling unit. To the east is Volusia County's RA (Rural Agricultural Estates) zoning district and requires 1.5 acres per dwelling unit.

12. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the enclave and will not adversely impact the provisions of governmental services. The parcel is contiguous to the northwest by $\pm$ 334 ft., and to the south by $\pm$ 1,250 ft.

13. History: On February 21, 2022, a request for an annexation, a land use amendment to Low Density Residential and a rezone to the Taylor Ridge PD went before the City Commission. The proposed development did not receive approval of the annexation request, with a 4-1 vote (Apgar) to deny the annexation.

Recommendation: The annexation of this property will not create a new enclave for either the City or the County; therefore, Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

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

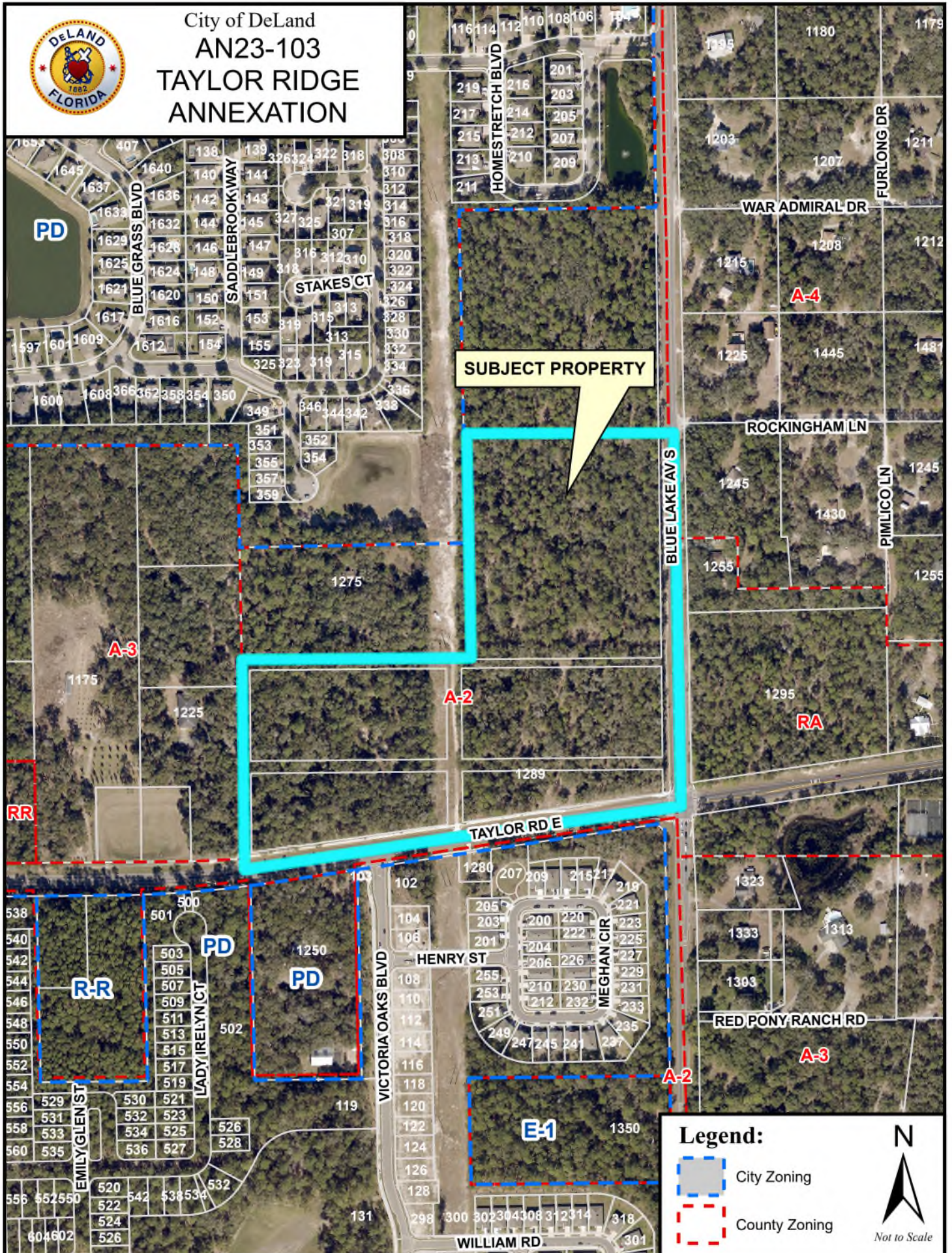
L:\COMMDEV\PLANNING\Stcf\Reports\2023\PB\SR-AN23-103 Taylor Ridge Annex

SUPPORTING STATEMENT
TAYLOR RIDGE - ANNEXATION

The purpose of the annexation request is to bring the subject property within the jurisdiction of the City of DeLand. It is located within an enclave of unincorporated property and has been identified as likely to be included within the City Limits of DeLand by the Greater DeLand Act and the DeLand 2050 plan, among other documents.



City of DeLand
AN23-103
TAYLOR RIDGE
ANNEXATION



Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2023 –

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 28.667 ACRES OF PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The annexation of approximately 28 acres of undeveloped property into the boundaries of the City of DeLand promotes and encourages economic development thus constituting a public purpose.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

There will be no direct compliance costs for businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

There will be no new charges or fees imposed by the proposed ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There is no specific regulatory costs as this is an annexation ordinance. There are, of course, expenses related to providing services to the additional residents who will occupy the annexed property after it is developed, but additional ad valorem tax revenue should offset those costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be directly impacted by this ordinance.

4. Additional information the governing body deems useful (if any):

N/A

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Second Reading of Ordinance No. 2024-06, Changing the Land Use for Approximately 26.011 Acres of Property, Located at 1298 South Blue Lake Avenue, from Volusia County Rural to City of DeLand TRD Transitional Residential Development 1st. Rdg.12/04/23.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-06 , Exhibit A-Legal Description, SMLU23-102 Survey (signed & sealed) - ADA, Staff Report SMLU23-102 Taylor Ridge Land Use Amendment (TRD) - ADA, SMLU23-102 Current Land Use Map - ADA, SMLU23-102 Proposed Land Use Map - ADA, SMLU23-102 Location Map - ADA, SMLU23-102 Aerial Map - ADA, VCS Letter of Adequate Capacity - (9-28-2023)

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The applicant, Mr. Michael Woods, Esq., Cobb Cole, is requesting to amend the land use designation of the subject property from Volusia County Rural to City of DeLand Transitional Residential Development, for 26.011 acres of property. The subject property is located at the northwest corner of E. Taylor Rd. and S. Blue Lake Ave.

The Transitional Residential Development (TRD) Designation is intended for areas with lower density residential development, with a maximum gross density of up to 2.0 dwelling units per acre. The TRD designation is intended to provide a transition between existing low density residential and agricultural uses within the unincorporated county and low-density suburban residential uses within the city. It can transition from lower densities of 2 units/acre to densities as high as 3.25 units/acre, if specific performance standards are met.

Development within the TRD Designation area may increase the maximum density of 2.0 dwelling units per acre by up to 25% (2.5 dwelling units per acre), provided all of the following criteria are met:

1. Internal trail and bike lanes with connections to adjacent trails and natural areas are constructed throughout the development area.
2. Sidewalks and bike lanes provided throughout the development area.
3. The project is located within a mile of an arterial, interstate, or the SunRail station.
4. At least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents.

This project proposes a density of 2.5 dwelling units per acres and provides enhanced amenities, internal sidewalks and bike lanes, and is within a mile of an arterial roadway. Community enhancements include:

- Mulched pathways that run from a centralized amenity parcel to Taylor Rd.
- An 8' wide multi-use sidewalk that connects natural areas throughout the development

And 3 enhanced on-site amenities which will include:

- A fenced-in dog park
- A playground for children in the neighborhood.
- A community gathering area with a large pavilion that offers picnic tables, grills for the residents to use and outdoor games such as “horseshoes”.

On November 22, 2021, Volusia County School District provided a letter stating that the school district had adequate capacity for the original application. The project has been revised and, as a condition of approval, the applicant is required to obtain an updated letter regarding school capacity. A revised letter dated September 28, 2023, regarding school capacity has been provided and is attached.

At the September 13, 2023, meeting, the Planning Board recommended approval of the land use amendment. At the December 4, 2023, meeting, the City Commission voted to approve the land use amendment on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The land use amendment will implement smart growth policies relating to increasing urban densities and protecting conservation areas as outlined in the Smart Growth Strategic Focus Area.

SUSTAINABILITY:

The land use amendment allows implementation of the City's Sustainability Action Plan through the application of the Transitional Residential Development future land use designation's policy guidelines.

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

Staff recommends the City Commission approve the requested land use amendment of the subject property from Volusia County Rural to City of DeLand Transitional Residential Development, on second reading.

BACKGROUND/DISCUSSION:

Mr. Michael Woods, Esq., Cobb Cole, represents the developers of the Taylor Ridge Planned Development, who propose to construct a residential development consisting of 65 single-family lots.

To the **north** of the subject property is City Low Density Residential which allows up to 5.8 dwelling units per acre. To the **south** is City New Community Development and County Rural. NCD allows for mixed-use master-planned developments with a residential density of 1.25-2.5 units per acre. County Rural land use is a transitional, between agricultural land and urban areas. The residential density allowed in County Rural properties is 1 dwelling units per 5 acres, up to 1 dwelling unit per acre. To the **east** of the subject property is also in the County's Rural land use designation. Immediately to the **west** is the S. Blue Lake Ave. right-of-way, followed by County Urban Low Intensity (ULI) land uses. The County ULI land use category allows for

existing agricultural uses to remain, but is generally residential with densities ranging from 0.2 to 4 dwelling units per acre; where appropriate, less intense neighborhood convenience and office uses may be permitted with a maximum FAR (floor area ratio) of 0.5.

As currently designated, the properties for which the land use amendment is being sought will be combined to create a single property, which will eventually be developed. The requested land use amendment to Transitional Residential Development will increase the overall maximum density from 1 unit per acre to up to 3.25 units per acre.

ORDINANCE NO. 2024 - 06

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE; FROM VOLUSIA COUNTY'S RURAL FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S TRANSITIONAL RESIDENTIAL DEVELOPMENT FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately 26.011 +/- acres of land located at 1298 South Blue Lake Avenue; from Volusia County's Rural future land use designation to City of DeLand's Transitional Residential Development future land use designation; and

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

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

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 1298 South Blue Lake Avenue; consisting of approximately 26.011 +/- acres of land from Volusia County's Rural Future Land Use designation to City of DeLand's Transitional Residential Development Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND DULY ADOPTED this 5th day of February, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: December 04, 2023
Adopted on second reading: February 05, 2024

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

LEGAL DESCRIPTION

Parcel 1:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways.

also described as:

All of Blocks 1 and 2, and that portion of Blocks 3 and 4, lying North of Taylor Road, Carroll and Marshall Addition to Deland, according to the map thereof as recorded in Map Book 9, Page 22, Public Records of Volusia County, Florida, Less and Except Road Right of Ways.

Parcel 2:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less Road Right of Way.

CONTAINING: 26.011 acres, more or less

SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

Parcel 1:
The South 1/2 of the Southeast 1/4 of the Southeast 1/4, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways,
also described as:

All of Blocks 1 and 2, and that portion of Blocks 3 and 4, lying North of Taylor Road, Cerrill and Marshall Addition to Deand, according to the map thereof as recorded in Map Book 9, Page 22, Public Records of Volusia County, Florida, Less and Except Road Right of Ways.

Parcel 2:

The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less Road Right of Way.

CONTAINING: 26.011 acres, more or less.



- [illegible]

1. This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
2. Bearings shown herein are based on the East Boundary of the Southeast 1/4 of Section 22 as bearing S01°09'26"E, per Florida State Plane coordinates Zone East.

- [illegible]

Central Florida Investment Company, LLC
CMM Investments, LLC
Stewart Family Properties, LLC
Hansover Land Company, LLC
Reliant Title Group, Inc. d/b/a Volusia Title
Chicago Title Insurance Company

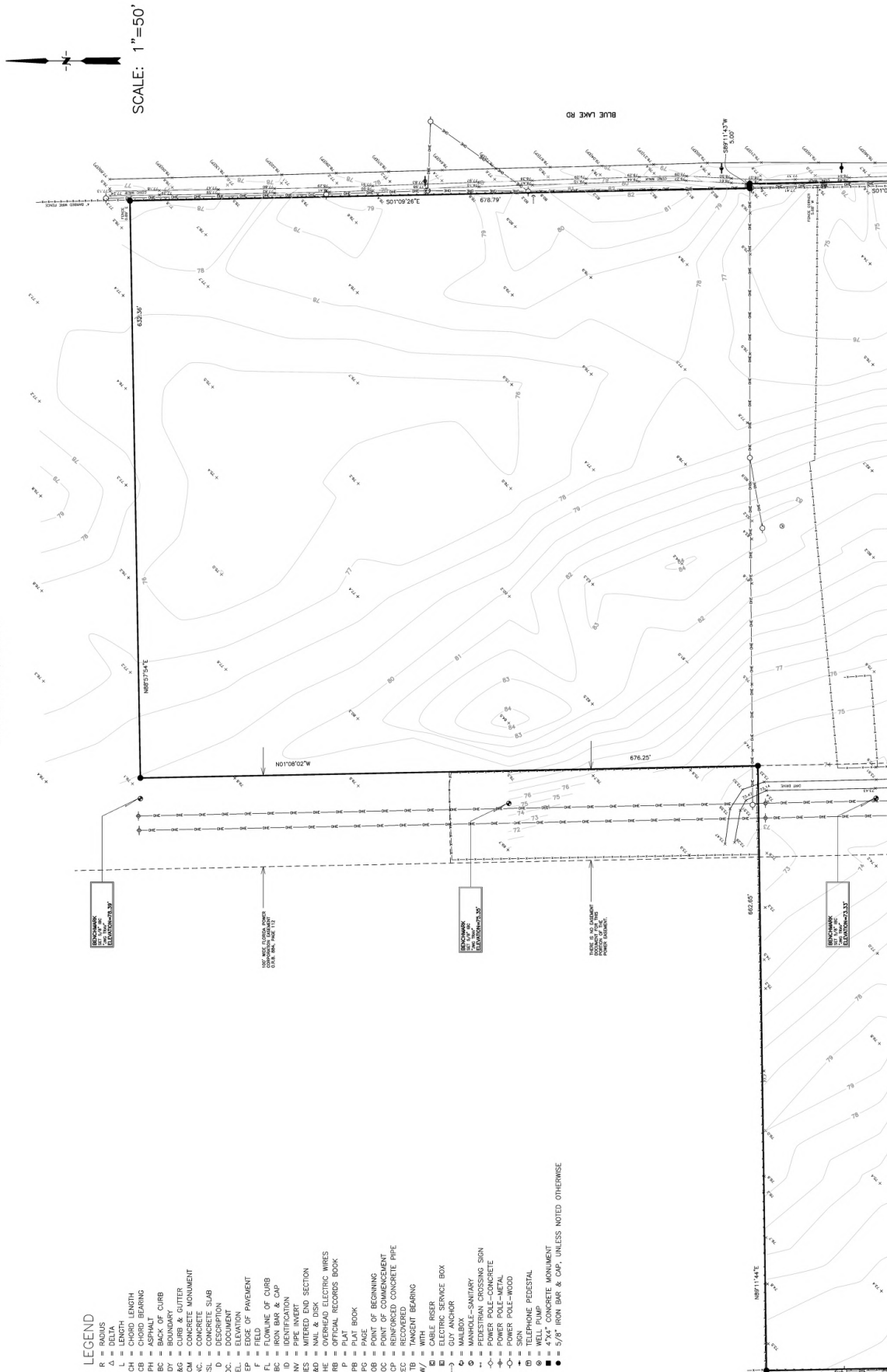
IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6A-17, FLOIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 474, FLOIDA STATUTES, UNLESS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLOIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR:

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



LEGEND

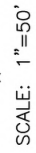
- R = RADIOS
- A = AREA
- L = LENGTH
- CH = CHORD LENGTH
- CB = CHORD BEARING
- AB = BACK OF CURB
- BNY = BOUNDARY
- CKG = CURB & GUTTER
- CONC = CONCRETE MONUMENT
- CONC = CONCRETE SLAB
- D = DESCRIPTION
- DOC = DOCUMENT
- EL = ELEVATION
- EP = EDGE OF PAVEMENT
- F = FIELD
- FL = FLOWLINE OF CURB
- HC = HOLE IN PAVEMENT & CAP
- BOB = BOUNDARY
- INV = PIPE INVERT
- MS = MITERED END SECTION
- N&D = NAIL & DISK
- CONC = CONCRETE MONUMENT
- DIR = DIRECTION OF ELECTRIC WIRES
- DIR = OFFICIAL RECORDS BOOK
- P = PLAT
- PB = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RCP = REINFORCED CONCRETE PIPE
- REC = RECOVERED
- WB = WIRE
- WB = WITH
- ES = CABLE RISER
- EB = ELECTRIC SERVICE BOX
- GA = GUY ANCHOR
- MA = MANHOLE
- MS = MANHOLE-SANITARY
- PC = PEDESTAL CROSSING SIGN
- POC = POWER POLE-CONCRETE
- POC = POWER POLE-WOOD
- POC = SIGN
- TP = TELEPHONE PEDESTAL
- WP = WELL PUMP
- CONC = CONCRETE MONUMENT
- = 5/8" IRON BAR & CAP, UNLESS NOTED OTHERWISE

BY: DG3
DATE: 10-04-21
DRAWING: 29293-BDY.dwg
JOB: 29293
SHEET: 2 OF 3

HANOVER LAND
COMPANY, LLC

JONES, WOOD & GENTRY, INC.
SURVEYING & ENGINEERING - LLC
8445 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-888-7780

SEE SHEET 1 FOR DESCRIPTION
SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

[illegible]

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - L.B.I.
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

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

September 13, 2023

A. APPLICATION NO.: SMLU23-102

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

STAFF PLANNER: Kendall Story

REQUEST: To amend the land use designation from Volusia County Rural to City of DeLand Transitional Residential Development

B. SITE FACTORS:

Location: Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
Parcel ID #: 7022-00-00-0090 & 7022-00-00-0191
Parcel Size: ± 26.011 acres
Land Use: Volusia County Rural
Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	LDR
South:	New Community Development
East:	VC: Rural
West:	VC: Urban Low Intensity

C. REQUESTED ACTION & HISTORY:

1. REQUEST: The applicant is requesting the future land use designation be amended for a parcel located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd., from Volusia County's Rural land use designation to the City of DeLand's Transitional Residential Development (TRD) land use designation. The ± 26.011 acres proposed for annexation is being proposed to be subdivided into 65 residential lots. *The Applicant has petitioned for annexation (#AN23-104), and is requesting a rezoning of the property to City of DeLand's Planned Development zoning district (#Z23-103).*

2. CHRONOLOGY OF PAST EVENTS: The southern portion of the subject property includes a portion of the Carroll and Marshall subdivision plat. In 1925 it was originally platted into 4 blocks, each containing 36 lots. A current survey of the Carroll and Marshall plat includes a 100' wide FPL easement that runs north to south, down the center of the property.

D. ALTERNATIVES & ANALYSIS:

The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts. Due to

recent legislation, small scale land use amendments now have a maximum acreage of up to 50 acres. The original maximum was 10 acres.

1. Availability of Public Facilities (water, sewer, solid waste, drainage, traffic, recreation, and schools if residential):

The City's Utilities Department states that the closest city water main is found in front of the property on E. Taylor Rd. and on S. Blue Lake Ave. The closest sewer main is also found in front of the property on E. Taylor Rd. and on S. Blue Lake Ave.

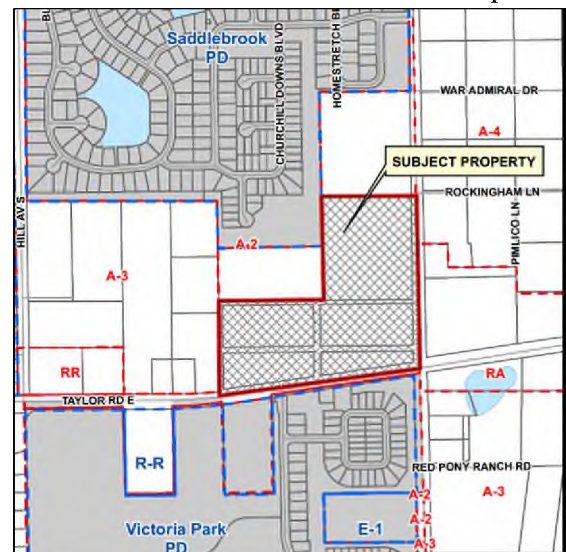
Due to the proposed use and size, a Traffic Impact Analysis was not required.

The change in designation will not generate a new demand for recreation.

Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.

2. Compatibility with Land Use and Other Elements: The Future Land Use element requires

that the subject property be consistent with surrounding development. The Comprehensive Plan describes the Transitional Residential Development (TRD) land use designation as being located where the more rural areas of Volusia County, on the perimeter of the city limits, can transition from lower densities of .2 units/acre to densities as high as 3.25 units/acre, but under specific circumstances. Specific density depends on locational factors and meeting higher development standards to add compatibility to adjacent uses have access to public facilities.



The applicant has submitted a corresponding application to rezone (Z23-104) to PD, Planned Development, which will allow 2.5 dwelling unit per acre. To the northwest, the subject property is adjacent to the Saddlebrook PD; south of E. Taylor Rd. is the Victoria Park PD. The Saddlebrook subdivision consists of single-family residential lots ranging in widths from 50-75 ft. wide, with a density of approximately 3.1 dwelling units per acre. Immediately to the west is Volusia County's Urban Low Intensity (ULI) future land use which allows densities ranging from 0.2 to 4 dwelling units per acre. To the east is S. Blue Lake Ave. which abuts Volusia County's Rural (R) future land use, which requires a minimum of 1 acre per dwelling unit.

Intent of the TRD: TRD is intended for areas with lower density development to provide a transition between existing low density residential and agricultural uses within unincorporated Volusia County and low density suburban residential uses within the city.

Density Bonus: In some circumstances, a density bonus may be granted that increases the maximum of 2.0 dwelling units per acre, to as much as 3.25 dwelling units per acre, if specific criteria outlined in the TRD are met. These criteria include enhanced amenities

and open space. Specifically, the TRD designation stipulates all the following must be provided for a development to be eligible for the density bonus.

- A. Internal trail and bike lanes with connection to adjacent trails and natural areas are constructed throughout the development area.
- B. Sidewalks and bike lanes are provided throughout the development area.
- C. The project must be located within a mile of an arterial, interstate or the SunRail stations.
- D. A least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents. Community enhancements are being provided in the Taylor Ridge PD. These enhancements include:
 - Mulched pathways running from a centralized amenity parcel to Taylor Rd.
 - An 8' wide multi-use sidewalk that connects natural areas throughout the development
 - And 3 enhanced on-site amenities which will include:
 - 1. A fenced-in dog park
 - 2. A playground for children in the neighborhood.
 - 3. A community gathering area with a large pavilion that offers picnic tables, grills for the residents to use and outdoor games such as "horseshoes".

The development is consistent with the Comprehensive Plan, in that the underlying land use of Transitional Residential Development designation allows a density bonus up to 2.5 dwelling units per acre provided specific performance standards have been met. This project proposes a density of 2.5 dwelling units per acres and provided the enhanced amenities internal sidewalks and bike lanes and is within a mile of an arterial roadway.

- 3. **Future Land Use Map:** The proposed change in the land use designation to Transitional Residential Development (TRD) will be shown on the revised Future Land Use Map.
- 4. **Location of Lakes, Floodplains, and Wetlands:** The property does not contain bodies of water, nor is it located within a floodplain.
- 5. **Analysis of Natural Resources:**
 - a. *Soil types:*
Astatula Fine Sand, 0-8% slope
 - b. *Presence of Endangered Species:* None known of at this time.
- 6. **Existing and Future Impact upon Infrastructure Capacity:**
 - a. *Water* – The City's Utility Department indicates sufficient water supply is available for the proposed use.
 - b. *Sewer* – The City's Utility Department has indicated sufficient existing capacity.
 - c. *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site and will be further evaluated at the time of preliminary plat.

- d. Solid Waste* – Solid waste services are available for the property.
- e. Transportation* – The proposed use of the property is for residential use.

In order to estimate traffic generation by development on the subject property, Staff must make projections for the most intense type of development allowed under the existing and proposed land use designations. Development under the most intensive of the uses allowed under the current land use designation of Volusia County Rural must be compared with the most intensive use proposed under the City's Transitional Residential Development designation.

The Volusia County Rural land use designation allows, under specific conditions (if the parcel is within 660 ft. of an existing residential subdivision), a maximum allowable density of 1 dwelling unit per acre; and with the most-intense allowable use (single-family residential); would generate **245** calculated trips per day according to Trip Generation by the Institute of Transportation Engineers. (11th ed.)

Assuming adoption of the Transitional Residential Development land use designation for the ± 26.01 acres of property, traffic generation will be calculated based on the DeLand Comprehensive Plan assumption of utilization of 3.25 dwelling units per acre for single-family residential uses; and therefore, would generate **797** calculated trips per day at build-out, according to Trip Generation. Consequently, the requested land use amendment would result in an increase of **552** trips per day. Per 2018 Volusia County Traffic Counts, this area of E. Taylor Rd., from Stratford Dr. to MLK Jr. Beltway, has a current Daily LOS of "C", and an Allowable LOS of "E", and therefore has sufficient capacity at the land use category's most-intense use. The same is true for the portion of S. Blue Lake Ave., from E. Taylor Rd. to Beresford Ave., which is currently operating at a Daily LOS of "C", and having an Allowable LOS of "E".

- f. Fire/Rescue Service* - The City can provide an adequate LOS of Fire/Rescue service.
 - g. Police Service* - The Police Department states that the City can provide an adequate LOS of Police protection.
- 7. Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated.
 - 8. New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
 - 9. Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater and will be further reviewed as part of the Preliminary Plat submittal.
 - 10. Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.

11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
 12. **Compatibility with Existing Zoning Classification:** The existing zoning classification will be amended upon approval of the land use amendment to a classification permitted by the new land use designation.
 13. **Will the proposed land use change impact schools?** Although the project will allow for a maximum of 85 houses, the applicant is proposing a lesser amount of 65. The applicant will need to provide a current Finding of Adequate Capacity letter from the Volusia County School Board.
 14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**
 - a. Located in the Urban Core (Category 2) – i.e. “where the majority of the new, higher intensity growth will take place.” Based on these criteria, a significant increase in density is not appropriate but changes in keeping with the surrounding development pattern would be acceptable. – *Consistent; the increase in density is appropriate based on the surrounding properties and location.*
 - b. DeLand 2050 Land Use Guidelines: “Concentrate development at the core of the city or at transit-oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.” – *Consistent; subject property is located at the intersection of E. Taylor Rd. and S. Blue Lake Ave., and provides access to both Interstate 4 and the Downtown.*
- E. **CONCLUSION:** The facility analysis presented in the above sections suggests the proposed land use should not cause any of the City's facilities to degrade below the adopted or current operational LOS. The proposed land use designation, Transitional Residential Development, is consistent with the surrounding area, and is not expected to create land use incompatibilities.
- F. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation to the City's Transitional Residential Development.

G. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation.

The following seven public facilities and services were examined: (Table 4)

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	EXISTING Future Land Use	PROPOSED Future Land Use	Net Change
	<i>Theoretical Maximums</i>		
Permitted Density/Intensity	1 du/acre	3.25 du/acre	+2.25 du/acre
Dwelling Units	26	85	+59
Non-residential Sq. Ft.	N/A	N/A	N/A
1. Population	63	207	+144
2. PM Peak Hr. Trips/Daily Trips	24 peak/245 ADT	80 peak/802 ADT	+56/+557
3. Sanitary Sewer (gallons/day)	5,200	17,000	+11,800
4. Potable Water (gallons/day)	7,800	25,500	+17,700
5. Solid Waste (pounds/day)	84	273	+189
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.44	0.60	+.16

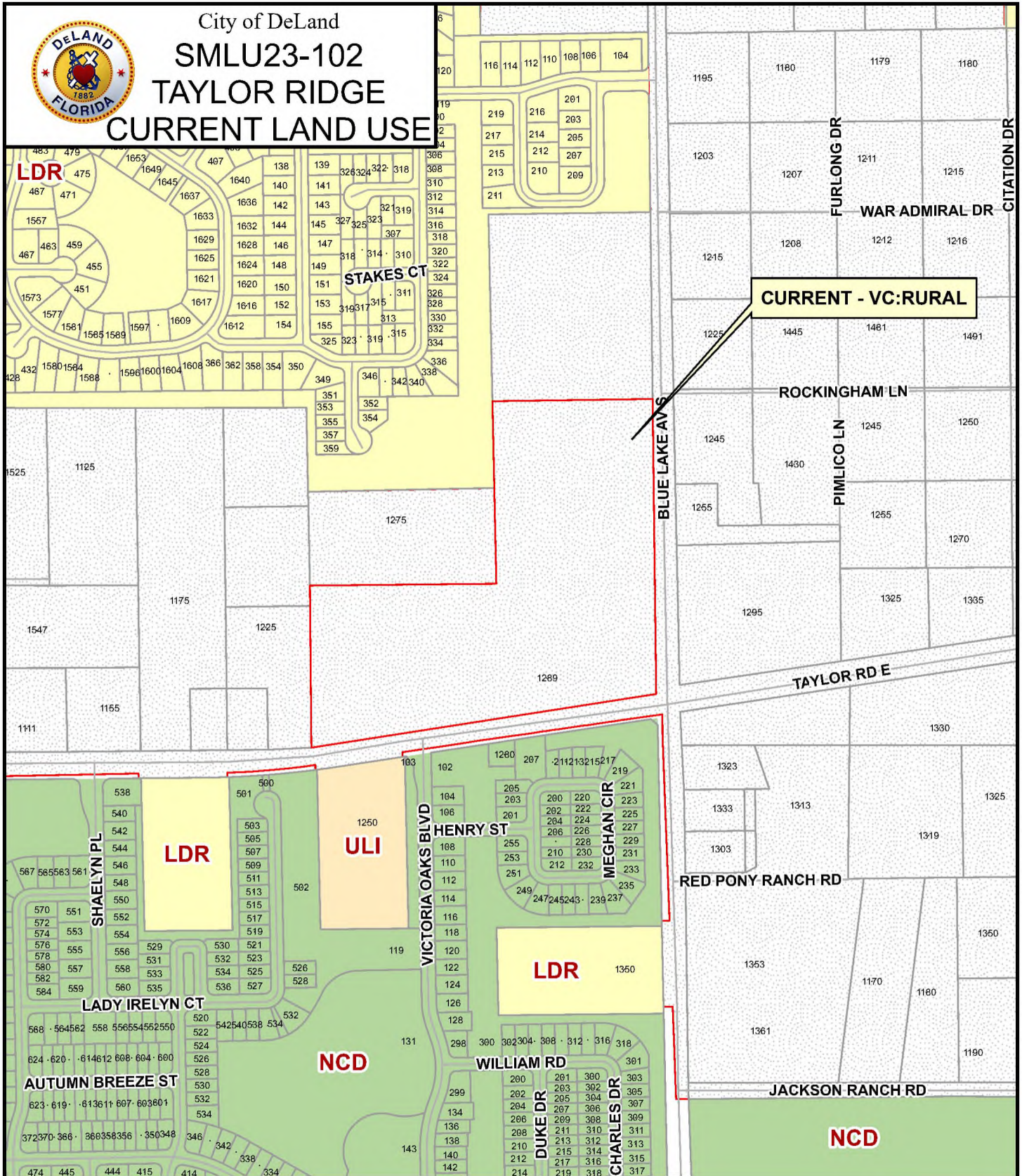
Notes:

1. Population: 2.44 persons per household (per 2020 Census)
2. Transportation: ITE Trip Generation Manual, 11th Edition: *Retail < 40ksf (822)*: 6.59 PM PEAK/1,000 sq. ft.; 54.45 AADT/1,000 sq. ft.
Single Family Residential (216): **0.94 PM peak hr trips/du & 9.43 ADT/du**
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day
6. Stormwater Drainage: LOS Standard 25-yr, 24-hr event. Drainage system to be designed to meet the req. of the LDC during subdivision or site plan review.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.



City of DeLand
SMLU23-102
TAYLOR RIDGE
CURRENT LAND USE



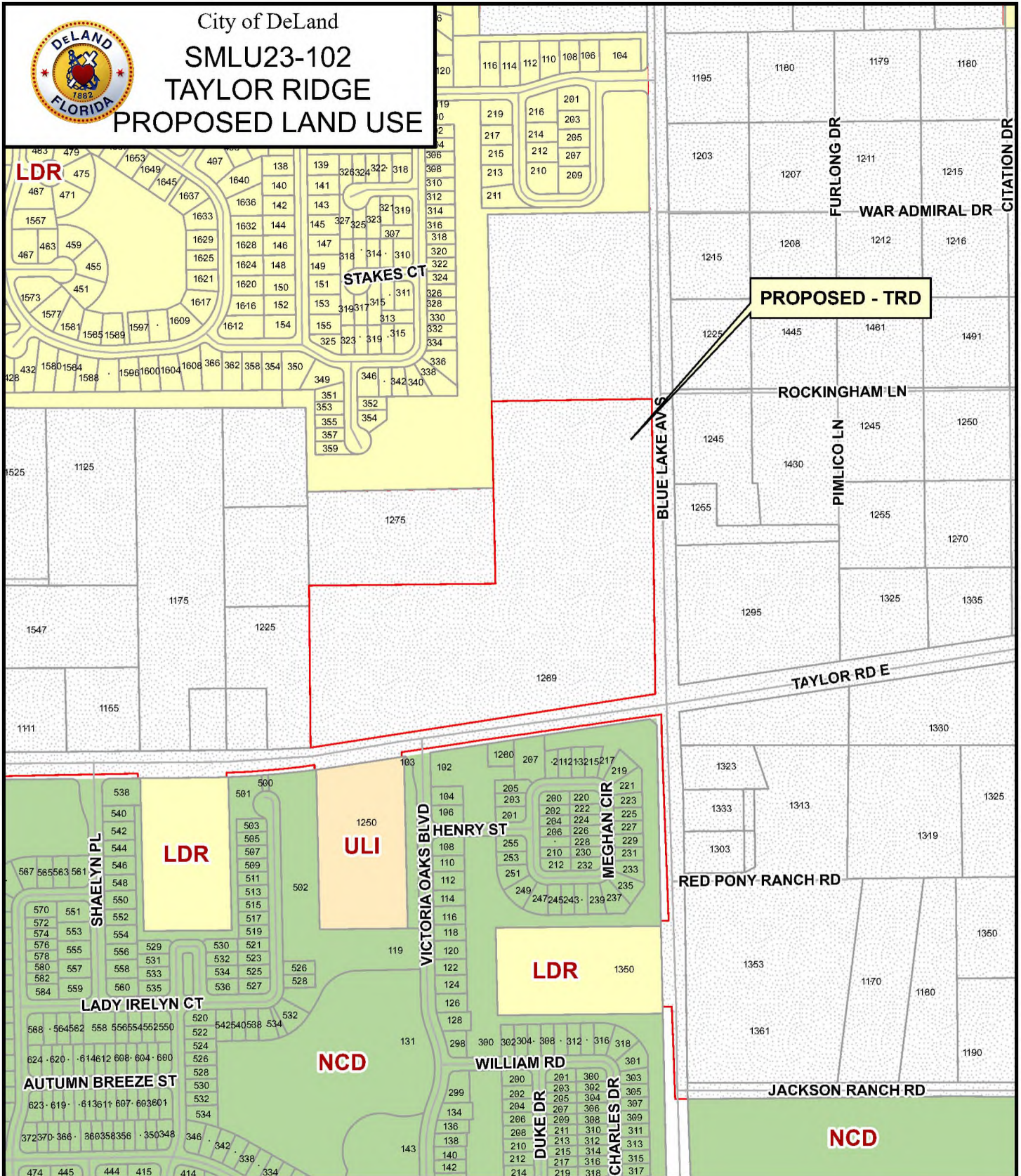
DeLand Future Land Use:

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





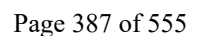
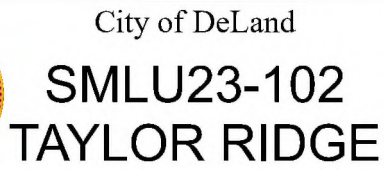
City of DeLand
SMLU23-102
TAYLOR RIDGE
PROPOSED LAND USE



DeLand Future Land Use:

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

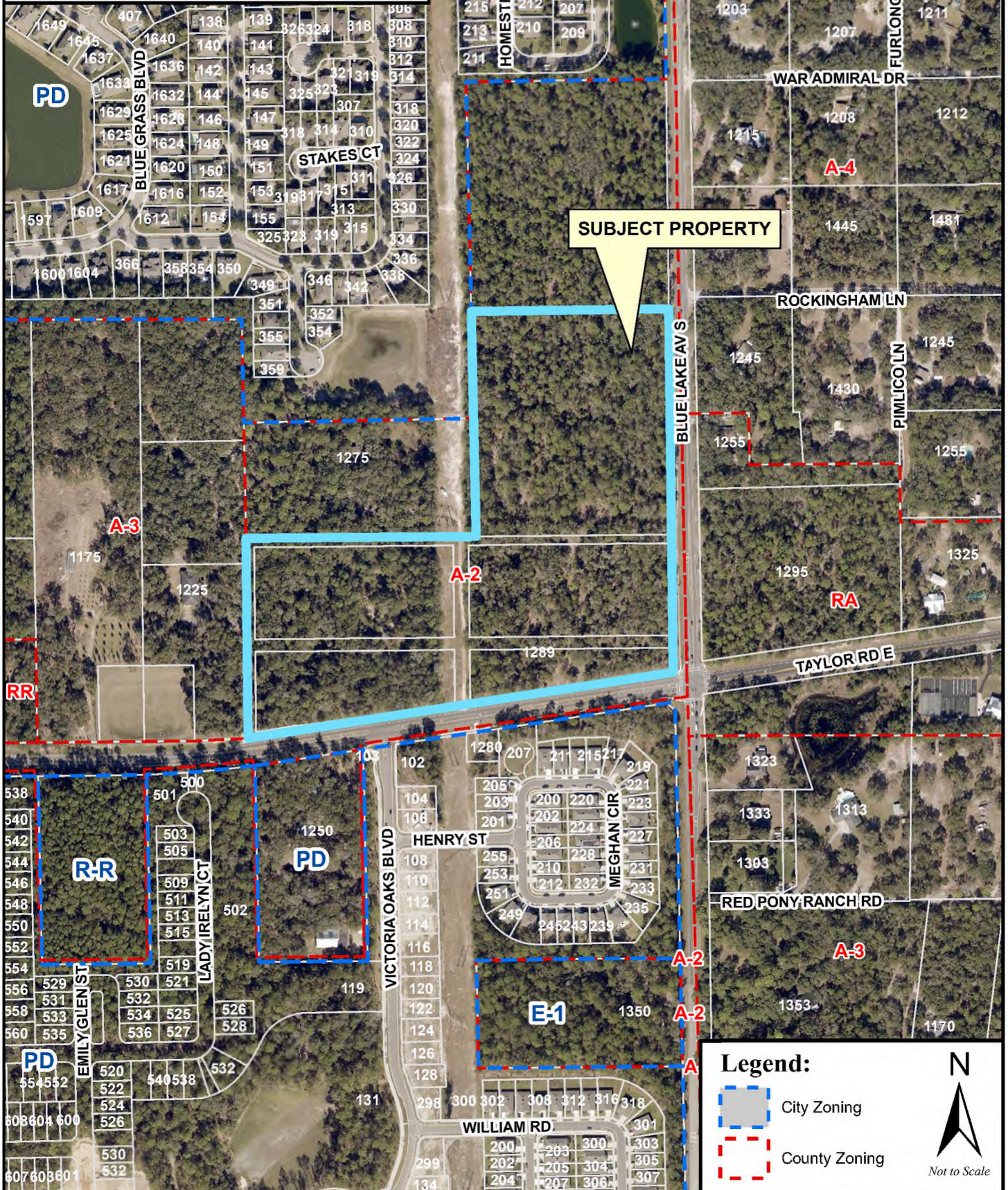






City of DeLand

SMLU23-102 TAYLOR RIDGE





Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination Finding of Adequate Capacity Letter

September 28, 2023

Mr. Michael J. Woods, Esq
Cobb Cole
231 N Woodland Blvd
DeLand, FL 32720

RE : Taylor Ridge PD – City of DeLand
School Concurrency Case # 21-11-01-001-A (Amendment)

Dear Mr. Woods:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Taylor Ridge PD associated with 26+/- acres of property located at or near the intersection of S Blue Lake Rd and E Taylor Rd within DeLand city limits. Proposed project would now provide sixty-five (65) single family units.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate seventeen (17) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	65	17
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
	Total	65	17

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE ♦ DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 ♦ FAX (386) 506-5056

Table 2

Schools	SY 2023/24 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Freedom Elementary	752	98%	No	6
DeLand Middle	1,090	97%	No	3
West CSA (DeLand High)	2,874	107%	No	6
Other				2

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the high school level. However, the concurrency service area (CSA) for DeLand High is at or over 100% but below 115% for level of service (LOS) standards. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50806.

Sincerely,



Leineriza V. Divina
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Kendall Story, Senior Planner, City of DeLand
James F. Roberts, VCSB Planning Services Project File



Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Taylor Ridge PD
VCSB Project #	21-11-01-001-A (Amendment)
Jurisdiction Project #	
Parcel ID Numbers	7022-00-00-0090; 7022-00-00-0191
Project Location	S Blue Lake Rd and E Taylor Rd
Potential Residential Units	65 Single Family Homes
Property Owner/Applicant	Michael J Woods, Esq – Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.



Leinerza V. Divina
Coordinator, Planning

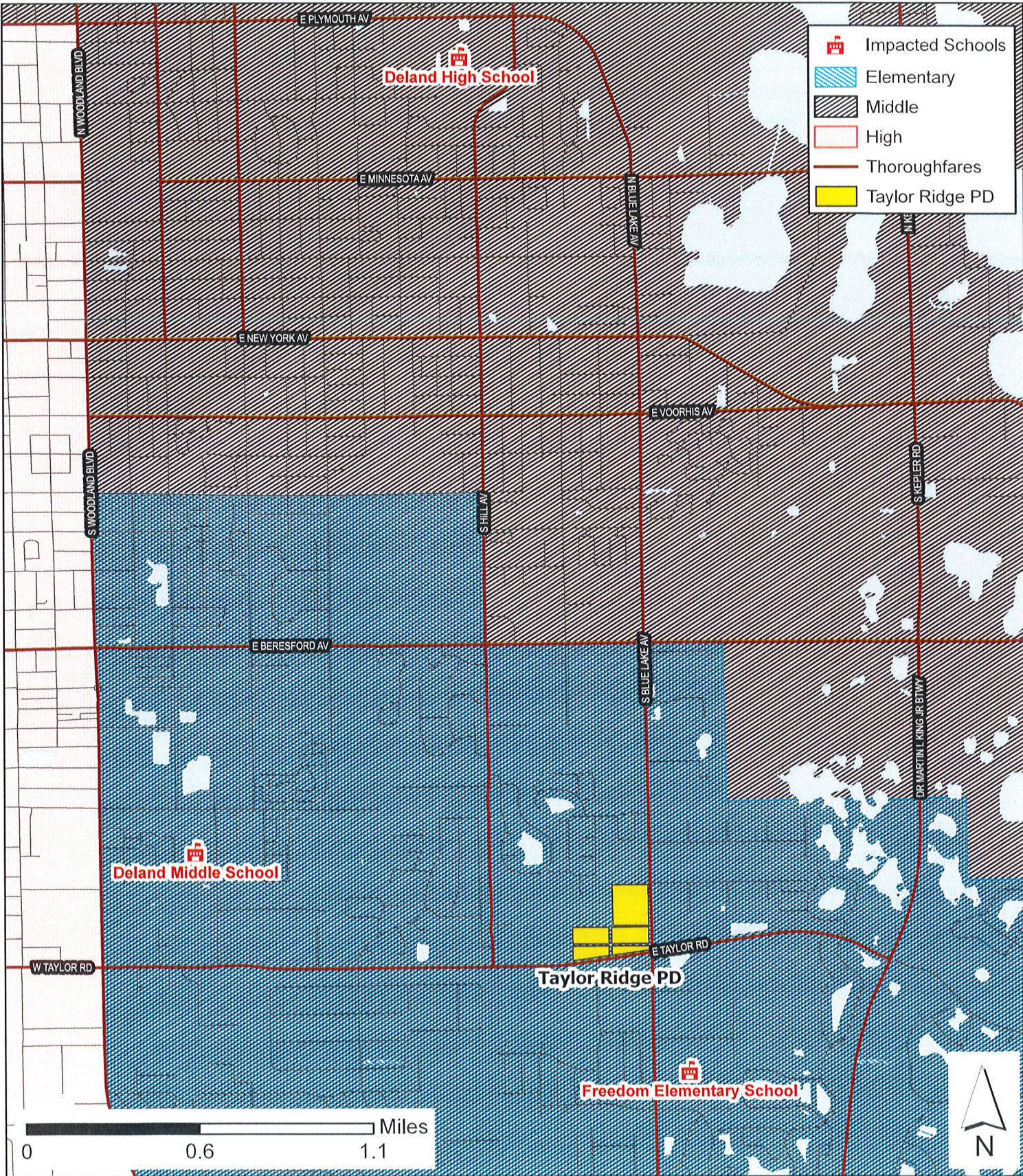
September 28, 2023
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Taylor Ridge PD



Created by Facilities Services
September 2023



CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Second Reading of Ordinance No. 2024-07, Changing the Zoning for 26.011 Acres of Property, Located at 1298 South Blue Lake Avenue, from Volusia County A-2 (Rural Agriculture) to City of DeLand Planned Development (Taylor Ridge PD) 1st. Rdg.12/04/23.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-07 , Exhibit A - Legal Description, Exhibit B - Agreement with Exhibits, Z23-104 Staff Report Taylor Ridge PD Rezone (OCT), Z23-104 Concept Plan (1-09-2024), Renderings (1-19-2024), VCS Letter of Adequate Capacity - (9-28-2023), Z23-104 Current Zoning Map - ADA, Z23-104 Proposed Zoning Map - ADA, Z23-104 Aerial Map - ADA, Taylor Ridge PD Agreement - Redlined Version (12-13-2023), Taylor Ridge Development Agreement Signed (1-16-2024)

APPROVED BY: Michael Pleus, City Manager, February 1, 2024

SUMMARY/HIGHLIGHT:

The applicant is requesting to rezone the subject property from Volusia County's A-2, Rural Agriculture, to City of DeLand's Taylor Ridge Planned Development, a residential, planned development.

The single-phased development will contain a total of 65 single-family residential lots. The conceptual plan proposes lots to be 60-ft wide. A minimum of 4 parking spaces are required for each single-family home, (2 in garage and 2 in the driveway) with an additional 31 on-street parking spaces provided throughout the development for visitors. Access will be provided from S. Blue Lake Ave. as well as from E. Taylor Rd. The development agreement states that the project will utilize low impact development measures to protect environmental features.

The applicant has petitioned for annexation and has requested a land use amendment to allow for the development within the City of DeLand (AN23-103 & SMLU23-102). These applications are being reviewed concurrently.

Summary of development:

- 1 phase
- 65 total units
- 60' wide lots
- Resident Parking – 4 (2 internal + 2 driveway) per house
- On-street visitor parking – 31 spaces in various locations
- A minimum 15% of the net developable area will be preserved as Tree Protection Area (TPA), excluding right-of-way and on-site easements.
- Pre-existing utility easement 100' wide traverses the property
- A 25' wide access easement has been provided to the property to the north.
- All right-of-way (ROW) shall be 50' wide; internal roads will be dedicated to the city

- No on-site burning

The item was initially heard at the September 13th, 2023 Planning Board meeting. However, due to an error with the noticing, it was reheard at the October 11th, 2023, Planning Board meeting.

On October 11, 2023, the Planning Board voted to recommend approval of the Taylor Ridge PD, with the following conditions:

1. An updated school concurrency letter prior to City Commission approval.
2. Add the Low Impact Development requirements to the Stormwater section.
3. Add a Retained Stormwater section to Section K.

The applicant has since provided a school concurrency letter dated September 28, 2023 and the Low Impact Development standards and a retained stormwater section have been included in the proposed PD agreement. A copy of the school capacity letter is attached.

On December 4, 2023, the City Commission voted 3-2 to approve the Taylor Ridge PD on first reading, with the main concerns being drainage, green space and wanting a variation of lot sizes.

Since the first reading, the applicant has reconfigured the stormwater on the west side of the property and provided greater detail regarding common/green space, including relocating and enlarging the dog park and adding a LID swale as an amenity to the field area, which is depicted on the attached concept plan. Additionally, the Development Agreement adds language requiring the stormwater system to accommodate, retaining at a minimum, a one hundred-year, 24-hour storm event. The current standard is a 25 year, 24 hour storm event. Verbiage has also been added that recognizes that the development would typically be allowed to discharge any off-site pre-development flow from the development site, but has offered to design its stormwater system to retain the entire storm event as an inducement to allow for density and other development entitlements set forth in the Development Agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan under Strategic Focus Area: Preparing for the Future and Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future.

SUSTAINABILITY:

The rezoning of the property to a Planned Development allows implementation of the City's Sustainability Action Plan through the conditions of the PD Development Agreement.

FISCAL IMPACT:

Residential development of this property, and inclusion of the new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property from Volusia County's A-2, Rural Agriculture, to City of DeLand's Taylor Ridge Planned Development on second reading.

BACKGROUND/DISCUSSION:

The proposed PD Development Agreement allows a maximum of 65 single-family 60-ft wide lots as depicted

on the conceptual plan. Each parcel will be designed to accommodate 4 parking spaces (2 driveway spaces and 2 garage spaces). An additional 31 on-street parking spaces will be provided throughout the development for visitors.

HISTORY:

On February 21, 2022, a petition for annexation, land use amendment to Low Density Residential and a rezone to the Taylor Ridge PD went before the City Commission. The proposed development did not make it past the annexation phase, receiving a 4-1 vote (Apgar) to deny the annexation. The original plan for Taylor Ridge PD proposed a 71-unit residential development, which was not heard by the City Commission.

Following the denial of the annexation request, the applicant submitted a PD application to the County. Upon receipt of county staff comments, the application was withdrawn without prejudice.

Since the original denial in 2022, substantial changes have been made to the design of the Taylor Ridge PD. These changes include a reduction of the proposed density from 2.73 dwelling units per acre, to 2.5 dwelling units per acre; lot widths for all properties will be a minimum of 60' wide, versus 50' wide as originally proposed.

The development includes enhanced amenities, as required by the TRD land use designation. The development provides internal sidewalks and bike lanes, enhanced recreational amenities and is within a mile of an arterial roadway in accordance with the TRD requirements.

The project will have an overall density of approximately 2.5 units per acre. In general, unless otherwise stated in the PD Agreement, the development standards will mirror the R-1 district regulations from the city's land development regulations.

ORDINANCE NO. 2024 - 07

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S A-2, RURAL AGRICULTURE TO CITY OF DELAND'S PLANNED DEVELOPMENT, TAYLOR RIDGE PLANNED DEVELOPMENT (PD) ON PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE, APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 26.011 ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Michael Woods, Esq., (hereinafter referred to as "Applicant"), on behalf of the owner, owns approximately 26.011 +/- acres of land located at 1298 South Blue Lake Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from Volusia County's A-2, Rural Agriculture to City of DeLand's Planned Development, Taylor Ridge Planned Development (PD); and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Transitional Residential Development land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Volusia County's A-2, Rural Agriculture to City of DeLand's Planned Development, Taylor Ridge Planned Development, (PD), on property located at 1298 South Blue Lake Avenue, consisting of approximately 26.011 +/- acres of property.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Taylor Ridge PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Taylor Ridge PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 5th day of February, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: December 04, 2024
Adopted on second reading: February 05, 2024

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4; thence S88°57'54"W 30.00 feet to a point on the West right of way line of Blue Lake Avenue as shown on Volusia County right of way map Project #1335 for the POINT OF BEGINNING; thence S01°09'26"E 678.79 feet along said West right of way line; thence N89°11'44"E 5.00 feet along said right of way line; thence S01°09'26"E 451.92 feet along said right of way line to a point on the South right of way line of Taylor Road as shown on Volusia County right of way map Project #1113-4-5/P4172-3; thence S81°19'36"W 1250.26 feet along said right of way line to the beginning of a tangent curve concave Northerly and having a radius of 3481.24 feet and a central angle of 01°00'58"; thence Westerly 61.73 feet along the arc of said curve and said right of way line to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Point of Beginning.

CONTAINING: 26.011 acres, more or less.

1 PLANNED DEVELOPMENT AGREEMENT

2 IN THE CITY COMMISSION OF THE

3 CITY OF DELAND, FLORIDA

4 IN RE: Case # Z23-104, Application of

5 TLC Blue Lake, LLC

6 ORDINANCE # 20____-____
7

8 ORDER AND RESOLUTION

9 GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY A-2 TO

10 TAYLOR RIDGE PD
11

12 The application of TLC Blue Lake, LLC, hereinafter, "Applicant", for rezoning was
13 heard by and before the City Commission, DeLand Florida, on _____, 20____,
14 Based upon the verified Application and other supporting documents, maps, charts,
15 overlays, other evidence and instruments; the advice, report, and recommendations of
16 the Community Development, and other Departments and agencies of DeLand, Florida;
17 and the testimony adduced and evidence received at the Public Hearing on this
18 Application by the Planning Board on _____, 20____, and otherwise being
19 fully advised, the City Commission does hereby find and determine as follows:
20

1 GENERAL FINDINGS

2

3 A. That the application of TLC Blue Lake, LLC was duly and properly filed

4 herein on _____, 2023 as required by law.

5

6 B. That all fees and costs which are by law, regulation, or Ordinance required

7 to be borne and paid by the applicant have been paid.

8

9 C. That the Applicant is the Contract Purchaser of a 26.01 +/- acre parcel of

10 land which is the subject of this application and which land is situated in DeLand, Florida.

11

12 D. That the Applicant has complied with the Planned Development Plan

13 provision as required by Land Development Regulations Ordinance No. 2013-11, as

14 amended.

15

16 E. That the Applicant has complied with the "Due Public Notice" requirements

17 of the City Commission, Land Development Regulations Ordinance No. 2013-11, as

18 amended.

19

20 F. That the owner of the properties, TLC Blue Lake, LLC, agrees with the provisions

21 of the Development Agreement.FINDINGS REGARDING REZONING

22

23 A. That the applicant has applied for a change of zoning from the present

24 zoning classification of the parcels described in Exhibit "A" from County A-2 to Taylor

1 Ridge PD (Planned Development).

2
3 B. That the said rezoning to a PD is consistent with both the City of DeLand
4 Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose
5 of the City of DeLand Development Regulations Ordinance No. 2013-11, as amended,
6 and does promote the public health, safety, morals, general welfare and orderly growth
7 of the area affected by the rezoning request.

8
9 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF
10 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
11 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA,
12 THIS ____ DAY OF _____, 20____, AS FOLLOWS:

13
14 A. That the Application of TLC Blue Lake, LLC, a Florida limited liability
15 company, for the rezoning of the subject parcels is hereby granted.

16
17 B. That the zoning classification of the subject parcels described in Exhibit "A"
18 attached hereto is hereby amended from County A-2 to Taylor Ridge PD as described in
19 Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11,
20 as amended.

21 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
22 show the rezoning of said parcels to Taylor Ridge PD.

23
24 D. That the City of DeLand, Land Development Regulations Ordinance No.

1 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
2 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
3 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
4 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
5 2013-11, as amended, shall govern with respect to any matter not covered by the
6 "Development Agreement". The City of DeLand will ensure overall compliance with this
7 Ordinance.

8
9 E. Unless otherwise provided for herein the City of DeLand, Land
10 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
11 the same manner as the R-1 zoning classification.

12
13 F. Except as otherwise stated herein, nothing in the Development Agreement
14 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
15 other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The properties shall be developed as Taylor Ridge PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Kelly, Collins & Gentry, Inc., and dated September 12, 2023 and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Development Agreement by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or location thereof, the development standards set forth in Section H of this Development Agreement, or any special condition or specific requirement of this Development Agreement.

1
2 D. Subdivision Approval. After the Planned Development Plan is recorded, and
3 prior to any construction, including clearing and landfill, a final plat of the area to be
4 subdivided, consisting of a single phase, shall be submitted for review and approval in
5 the manner required by Article 13 of the City of DeLand Land Development Regulations,
6 Ordinance No. 2013-11, as amended.

7
8 E. Unified Ownership. The applicant or his successors shall maintain unified
9 ownership of the subject parcels until after issuance of the Final Subdivision Plat
10 Development Order.

11
12 F. Phases of Development. Development of the Property shall be
13 accomplished in a single phase.

14
15 G. Land Uses Within the PD. The location and size of said land use areas are
16 shown on the Development Plan Map, Exhibit "B". The following land uses shall be
17 allowed as permitted principal uses and structures along with their customary accessory
18 uses and structures:

19 Permitted Uses within Residential Areas:

20 1. Single-Family Residences:

21 Single-family dwellings, except mobile homes, and their customary
22 accessory uses.

23 Family day care home.

24 Mini and neighborhood parks.

Community uses including but not limited to passive recreation areas with gazebo.
Accessory structure per Section 33-28.09.

H. Development Standards. All development for the property shall rely upon the standards set forth below as identified on the Planned Development Plan. Where this document is silent, the R-1 Zoning regulations shall apply.

1. Single-Family Residences:

a. Maximum unit count: 65

	60' Lots
1. Minimum lot area:	6,900 sq. ft.
2. Minimum lot width: *+	60 ft.
3. Minimum lot length:	115 ft.
4. Minimum building setbacks:	
a. Front yard to garage face/door:	25 ft.
b. Front yard to structure:	15 ft.
c. Rear yard:	20 ft.
d. Side yard:	5 ft.
e. Side street	15 ft.
5. Min. screen enclosure setbacks:	
f. Rear yard screen enclosure	5 ft.
g. Side yard screen enclosure	5 ft.

Side street screen enclosure:	15 ft.
6. Min. pool and accessory structure setbacks:	
h. Side setback for pools and accessory structures:	5 ft.
i. Side street setback for pools and accessory structures:	15 ft.
j. Rear setback for pools and accessory structures:	5 ft.
7. Minimum floor area:	1300 sq. ft.
8. Maximum lot coverage:	65%
9. Maximum building height:	35 ft.
10. Maximum number of lots:	65

* The minimum lot width and area for corner lots must be 15% greater than the standard for an interior lot.

+ Lots fronting a curve must be at least 50 feet wide at the street line.

2. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the Land Development Regulations Ordinance No. 2013-11, as amended.

3. Parking Standards

1. Off-Street Parking: Each parcel shall be designed to accommodate no less than two (2) parking spaces via use of an on-parcel driveway and two (2) spaces in an internal garage. All driveway parking spaces shall be a minimum of nine (9) feet wide by twenty-five (25) feet long (per each

vehicle).

2. On-Street Parking:

a. On-street parking, as illustrated on Exhibit "B", shall be provided in various locations within the Property.

b. No less than 31 on-street parking spaces shall be provided.

c. On-street parallel parking is 8.5 feet by 22 feet measured to back of drop curb (minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop curb).

d. Perpendicular parking spaces are sized 9 feet by 20 feet.

e. Cross sections of the roadway illustrating typical design for parking on one or both sides of the street are included in Exhibit "B".

4. Sidewalks: Sidewalks shall be provided throughout the subdivision and along its exterior roadways in accordance with Section 33-90.04 of the City's Land Development Regulations and as generally depicted in Exhibit "B".

5. Subdivision Entryways: Entryways into the subdivision shall screen the sides of any proposed single-family dwellings by one of the following methods or combination of methods: 1) Perimeter roadway buffers complying with Buffer Standard "B" extended along both sides of the roadway entrance into the subdivision a minimum distance of 100 feet; or 2) Stormwater facilities with a fountain and with perimeter landscaping sufficient to obscure the view of adjacent dwellings.

6. Signage: Signage for the subdivision shall be provided per the Land Development Regulations. No more than two monument signs identifying the subdivision may be placed at the entrance along East Taylor Road and no more than two monument signs identifying the subdivision may be placed at the entrance along South Blue Lake

1 Avenue.

2 7. Open Space. Open Space and Common Area shall meet the requirements
3 of the Land Development Regulations Ordinance No. 2013-11, and shall be as provided
4 in the Development Plan Map.

5 8. Design. The homes within the development shall have a mixture of design
6 facades, and the same façade and home design shall not be used on lots within three (3)
7 lots of each other on the same side of the street, nor may the same façade and home
8 design be used directly across the street from each other. The homeowner's association
9 shall ensure that an individual lot owner seeking building permits shall demonstrate
10 compliance with this Section as part of the construction permit submittal for a lot.

11 9. Model Homes and Temporary Sales Offices. Up to four (4) model homes
12 and one (1) home for a temporary sales office may be constructed. Construction of the
13 model homes and temporary sales office may commence upon approval of a preliminary
14 plat and final construction plans and completion of a stabilized access to the model homes
15 and temporary sales office for emergency vehicles and the provision of acceptable water
16 supply for fire protection during construction. However, neither the model homes nor the
17 temporary sales office may be occupied nor otherwise issued a temporary or a final
18 certificate of occupancy until final plat approval for said phase and acceptance of the
19 roadway and all water and sewer infrastructure by the City of DeLand.

20 10. Exterior Buffer/Landscaping. Except as otherwise specifically provided for
21 in this Development Agreement, the perimeter buffers of the subdivision shall comply with
22 the landscape buffer width and planting requirements provided for in Section 33-92.02 of
23 the City of DeLand Land Development Regulations, except as specifically otherwise
24 provided for herein. As shown on Exhibit "B", the buffer widths shall be as follows:

Perimeter Buffer-all areas not otherwise specifically addressed in this section H.10.	40-foot buffer, Type B
Perimeter Buffer, along the eastern edge of the power line easement	15-foot buffer, Type B
S. Blue Lake Ave.- Road Frontage	40-foot buffer, Type D
E. Taylor Rd. - Road Frontage	50-foot buffer, Type D

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. This includes compliance with the Land Development Regulations regarding analysis, preservation and mitigation for historic trees. Tree Protection Areas preserving a minimum of 15% of the net developable area, which excludes required right-of-way dedication areas and on-site easements, shall be required and maintained as generally depicted on Exhibit "B". The Tree Protection Areas as generally depicted on Exhibit "B" may be modified based upon an updated tree survey during the platting process so long as the minimum 15% of net developable area is preserved, and the ultimate configuration will be determined through the platting process. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said areas, but any portion of the property with grading shall require replanting as provided for in the Land Development Regulations.

The development has been laid out in a manner to best accommodate the existing topography, drainage, and known environmental conditions identified on the property. In addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly

Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material.

1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH to 5" DBH and maintained in Tree Protection Areas. If said provision regarding 2"-5" Live Oak trees within the Tree Protection Areas is utilized, the City will require an additional conservation easement to prevent the future removal of said trees as the default provisions of the Land Development Regulations only protects trees 6" DBH or larger. Credit for preservation of these 2"-5" Live Oak trees shall be based on an actual tree survey rather than a statistical analysis.

2. Due to the City's recognition that Laurel Oaks larger than 20" DBH are nearing the end of their lifespan, any Laurel Oak 20" DBH or larger removed from the Property during development will require reduced replacement of one 3" caliper canopy tree for each Laurel Oak removed. Each 3" caliper canopy tree shall receive 2" DBH credit towards tree replacement calculations.

3. Street trees may be planted within the rights of way within the Property and said trees may be included in mitigation calculations. However, if any such trees are planted, the HOA shall be responsible for the maintenance of said trees. Moreover, the HOA shall also be responsible to repair any and all impacts upon the right of way infrastructure created by the presence of said trees, including any road or sidewalk facilities.

4. A tree survey is required as part of the review process for the platting and development of the project. The tree survey shall be conducted based on the following standards:

- 1 a. All specimen and historic trees shall be surveyed.
- 2 b. For non-specimen or non-historic trees, the Applicant will engage an
- 3 arborist to identify statistically significant sample area(s). Sample areas are
- 4 to be identified based upon cover types of species. The sample area for
- 5 each cover type must have an area that is at least 10 percent of its total
- 6 area and may not be less than one acre in size. The Applicant's arborist
- 7 shall provide the City Forester with the proposed sample areas for review,
- 8 comment and approval. The proportionate area of each statistically
- 9 significant sample area will be calculated as a percentage of the overall
- 10 property area.
- 11 c. Upon approval of the statistically significant sample areas by the City
- 12 Forester, all trees 6" DBH and larger shall be identified and surveyed in the
- 13 selected sample area.
- 14 d. The tree density determined by the survey of the sample area(s) will
- 15 be used to determine tree replacement or mitigation requirements. The tree
- 16 mitigation requirements will be weighted based on the proportionate area
- 17 represented by each sample area.

18 5. Street tree installation, based upon the approved landscape plan, shall be

19 required on a lot-by-lot basis and must be planted prior to the issuance of a certificate of

20 occupancy for that particular lot.

21 6. Each lot shall have trees planted in accordance with the City's Land

22 Development Regulations. The homeowners association required for this subdivision

23 shall be responsible for ensuring the preservation and, if necessary, the replacement, of

24 required trees. The foregoing provision does is not intended to divest the City of its code

enforcement authority relative to required trees, but places an additional burden on the homeowners association to proactively enforce the tree requirements.

7. Palm trees and understory trees from the City of DeLand List of Approved Tree Replacement Species shall account for no more than 25 percent of trees on individual lots.

J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6. The development will be required to connect to reclaimed water for both the individual lots and any common areas that are irrigated, but the development shall not be required to have a pond or other facility for receiving and retaining reclaimed water.

K. Stormwater Drainage.

1. The stormwater system shall be designed to accommodate, at a minimum, the one hundred-year, 24-hour storm event, or any higher amount if required by the City's Land Development Regulations at the time of construction of the site. The stormwater system shall also hold the entire volume of such storm event. The Applicant understands that it would typically be allowed discharge any off-site pre-development flow from the development site but has offered to design its stormwater system to retain the entire storm event as an inducement to allow for density and other development entitlements set forth in this Development Agreement. In all other regards, the stormwater retention shall be in

1 accordance with the Land Development Regulations Ordinance No. 2013-11, as
2 amended.

3 2. LID – Low Impact Design Elements: The following Low Impact Development
4 elements shall be provided:

5 a. Stormwater Plantings. All stormwater ponds shall utilize
6 supplemental plantings to enhance the functionality and/or aesthetics of the
7 stormwater system. Littoral plantings shall be utilized if viability is likely –
8 i.e. if a stormwater pond is designed to remain wet. If a pond is designed
9 to remain dry and littoral plantings are unlikely to survive, the supplemental
10 plantings shall be Florida Friendly plants.

11 b. Swales. If the stormwater design provides for surface connectivity
12 between the two proposed ponds at the southeast corner of the project, a
13 bioswale will be provided. Furthermore, if a surface swale is required within
14 the amenity tract, a bioswale will be provided so long as there is no negative
15 impact to existing historic trees on the amenity tract. The swales will act as
16 an amenity with Florida friendly plants that require no fertilizers or irrigation
17 and rocks to help control erosion.

18 c. Maintenance Requirements. The required homeowners association
19 for the project shall be responsible for the maintenance of Low Impact
20 Design Elements, and in no event shall they be the responsibility of the City
21 of DeLand.

22
23 L. Access and Transportation System Improvements. All access and
24 transportation system improvements shall be provided in accordance with the Land

Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access Points. Access to the site will be from East Taylor Road and South Blue Lake Avenue. The Planned Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies and as needed according to the Traffic Impact Analysis (TIA) for the project.

3. Private Access Easement. A private access easement no less than twenty-five feet (25') in width shall be granted to the adjoining property owner in the location depicted on the Development Plan Map.

M. Internal Roadways. All rights-of-way will be a minimum of fifty (50) feet wide, and constructed in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. All internal roads will be dedicated to the City. The dead-end parking area shown on the Planned Development Map will accommodate fire trucks and garbage trucks, as determined by the City Engineer.

N. Homeowners Association. The Applicant shall create a homeowners association. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand for review prior to the time of creation. The Applicant shall be responsible for recording said

1 information in the Public Records of Volusia County, Florida. Also, the applicant shall
2 bear and pay all costs for recording all of the aforementioned documents.

3
4 With respect to the enforcement of said agreements, covenants, easements or
5 restrictions entered into between the Applicant and the owners or occupiers of property
6 within the Taylor Ridge PD, the City of DeLand shall only enforce the provisions of the
7 "Development Agreement" and City of DeLand Land Development Regulations
8 Ordinance No. 2013-11, as amended, whichever is applicable, and not the private
9 agreements entered into between the aforementioned parties.

10
11 O. Reverter Provision: The terms of this Development Agreement shall be
12 vested upon issuance of a final plat development order for the development issued within
13 five (5) years from the effective date of the ordinance which adopts the Planned
14 Development Plan unless the City Commission, for good cause shown, extends the time
15 period indicated in this paragraph. If not vested by said date, the Planned Development
16 Plan shall expire and will be of no further force or effect and no development shall occur
17 on the subject property until it is rezoned. The City Commission may rezone the subject
18 property as may be necessary or appropriate to protect adjoining properties or the public
19 health, safety and welfare if the Planned Development Plan expires.

20
21 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
22 biomass cleared from the Property during development may not be incinerated on-site.

23
24 Q. Community Enhancements:

1. Community Activity Enhancements:

a. Centralized Amenity Parcel consisting of:

- i. an open play field (approximately 150'x80')
- ii. a mulched picnic area, covered by a 600 sf sunshade
- iii. Four (4) picnic tables (with concrete slab beneath each)
- iv. Two (2) charcoal BBQ grill stations adjacent to picnic area
- v. An area for horseshoe and or cornhole adjacent to picnic area

b. Mulched pathways running from Centralized Amenity Parcel south to Taylor Road and also around SW retention pond.

c. Four Exercise Stations located along mulch trail.

- i. One (1) ExoPod
- ii. One (1) Pull Up Station
- iii. One (1) Stepper
- iv. One (1) Air Walker

d. Tot Lot dedicated activity area with the following playground equipment.

- i. Swing Set
- ii. Slide & Tower
- iii. Bench
- iv. Shade Sail

e. Fenced dog park approximately 50' x 80' with bench for dog owners.

2. In accordance with the TRD land use category, the allowable density of this project is set at no more than 2.5 du/ac, granted pursuant to the clustering of the subdivision and the enhanced amenities provided for in the paragraph above.

1
2 R. Binding Effect of Plans; Recording; and Effective Date. The Planned
3 Development Plan, including any and all amendments, shall bind and inure to the benefit
4 of the Applicant and his successor in title or interest. The Taylor Ridge PD zoning,
5 provisions of the "Development Agreement," and all approved plans shall run with the
6 land and shall be administered in a manner consistent with Article XII of the City of
7 DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

8 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
9 Court and recorded within forty-five (45) days following execution of the document by the
10 City Commission, in the Official Records of Volusia County, Florida. One copy of the
11 document, bearing the book and page number of the Official Record in which the
12 document was recorded, shall be submitted to the Planning Department for placement in
13 the public file. The date of recording of this document shall constitute the effective date
14 of the Taylor Ridge PD or its subsequent amendments. The applicant shall pay all filing
15 costs for recording documents.

16
17 DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____
18 day of _____, 20____.

19
20 [remainder of page left blank]
21

1 ATTEST: City Commission of DeLand Florida

2
3
4 Michael P. Pleus
5 City Manager

Christopher M. Cloudman
Mayor

6
7 STATE OF FLORIDA

8 CITY OF DELAND

9
10 The foregoing instrument was acknowledged before me by means of ☐ physical
11 presence or ☐ online notarization this ____ day of _____, 20____, by
12 Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor of
13 the City of DeLand, respectively, on behalf of the City of DeLand, and who are
14 personally known to me.

15
16 NOTARY PUBLIC, STATE OF FLORIDA

17 Type or Print Name:

18
19 Commission No.: _____

20 My Commission Expires: _____

1 WITNESSES:

APPLICANT

2 **TLC Blue Lake, LLC**

3 a Florida limited liability company

4
5
6
7 By: _____

8 ANDREW J. OROSZ

9 Authorized Representative

10
11
12 _____
13 Printed Name

14
15
16
17 _____
18 Printed Name

19
20
21 STATE OF _____

22 COUNTY OF _____

23
24 The foregoing instrument was acknowledged before me by means of ☐ physical presence
25 or ☐ online notarization this ____ day of _____, 20____, by ANDREW J.
26 OROSZ, as an Authorized Representative of TLC Blue Lake, LLC, who is personally
27 known to me or who has produced _____ as identification.
28
29

30
31 NOTARY PUBLIC, STATE OF FLORIDA

32 Type or Print Name:

33 _____
34 Commission No.: _____

35 My Commission Expires: _____
36
37
38
39
40

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4; thence S88°57'54"W 30.00 feet to a point on the West right of way line of Blue Lake Avenue as shown on Volusia County right of way map Project #1335 for the POINT OF BEGINNING; thence S01°09'26"E 678.79 feet along said West right of way line; thence N89°11'44"E 5.00 feet along said right of way line; thence S01°09'26"E 451.92 feet along said right of way line to a point on the South right of way line of Taylor Road as shown on Volusia County right of way map Project #1113-4-5/P4172-3; thence S81°19'36"W 1250.26 feet along said right of way line to the beginning of a tangent curve concave Northerly and having a radius of 3481.24 feet and a central angle of 01°00'58"; thence Westerly 61.73 feet along the arc of said curve and said right of way line to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Point of Beginning.

CONTAINING: 26.011 acres, more or less.

1
2
3
4

EXHIBIT "B"
PLANNED DEVELOPMENT PLAN

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

October 11, 2023

APPLICATION NO.: Z23-104

STAFF PLANNER: Kendall Story

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

REQUEST: Amend the existing zoning designation from Volusia County's A-2 to City of DeLand's Taylor Ridge PD

APPLICABLE REGULATIONS:

Article IV

OVERLAY AND FLOATING ZONES

Sec. 33-32 – Planned Development District.

Article XII

ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location: Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
Parcel Size: ± 26.011 acres
Land Use: Transitional Residential Development (TRD)
Existing Zoning: Volusia County A-2 – Rural Agriculture
Existing Use: Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Rural; LDR	VC: A-2; Saddlebrook PD
South:	VC: Rural; New Community Development	Bridle Oaks PD; Victoria Park PD
East:	VC: Rural	VC: A-3
West:	VC: Urban Low Intensity	VC: RA; VC: A-4

B. BACKGROUND: The rezone for Taylor Ridge PD was originally heard by the Planning Board on September 13, 2023. However, it was brought to staff's attention that there were some errors made in the required public notice (signage). Although the Planning Board voted and recommended the City Commission approve the rezone at the previous meeting, it is necessary that the meeting be properly advertised before being forwarded to the City Commission. Therefore, the item was rescheduled for the October 11, 2023 Planning Board meeting, with corrected public notice (signage).

C. ANALYSIS:

The proposed development consists of ± 26.011 acres of vacant, wooded land, located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd. The applicant is requesting to rezone the subject property from Volusia County's A-2, Rural Agriculture, to City of DeLand's Taylor Ridge

Planned Development. A portion of the subject property was originally platted in 1925 as the Carroll & Marshall Plat, which consisted of 200 residential lots, approximately 25' wide and 140' deep. The Taylor Ridge PD will be a residential planned development, consisting of 65 single-family lots.

The applicant has submitted concurrent applications for an annexation (AN23-103) and for a future land use amendment (SMLU23-102) to change the future land use designation from Volusia County's Rural to City of DeLand's Transitional Residential Development (TRD).

There is a 100' wide power line easement that runs north to south at the center of the property which will remain clear. There is also an access easement for the abutting property to the west which provides the property owner of 1275 E. Taylor Rd. to reach the right-of-way. The applicant will continue to provide access for the abutting property via a 25' wide easement running to the west of the powerline easement. Access to Taylor Ridge will be from S. Blue Lake Ave. and E. Taylor Rd.

The proposed PD Development Agreement allows a maximum of 65 single-family lots. The conceptual plan proposes 65 lots that will be 60-ft wide. Each parcel will be designed to accommodate 4 parking spaces (2 driveway spaces and 2 garage spaces). An additional 32 on-street parking spaces will be provided throughout the development for visitors.

The project will have an overall density of approximately 2.5 units per acre. In general, unless otherwise stated in the PD Agreement, the development standards will mirror the R-1 district regulations from the city's land development regulations.



As required by section 33-57.07(b) of the land development regulations, a minimum of 15% of the subject property will be dedicated as Tree Protection Area (TPA). The development will be required to maintain a minimum setback of 25' from abutting residential properties to the north and west.

Per Ordinance 2019-10, residential buffers along arterial or collector roads shall contain a berm along with the required plant material to screen the view of the roadway. If existing vegetation provides appropriate screening, a berm would not be required. Residential

subdivisions along collector roads such as S. Blue Lake Ave., and arterial roads such as E. Taylor Rd., shall be at least 40' wide adjacent to the roadway and follow the Type D buffer standards. Additionally, E. Taylor Rd. is part of the Emerging Gateway Corridor which contains supplemental buffer standards that supersede the general landscape code requirements.

School Concurrency: A school concurrency letter dated November 22, 2021 was provided by the applicant. Although the letter from the school board offers no objections to the development, a more current letter is required.

Stormwater: Stormwater ponds are located to the north and west of the subject property. In addition to these ponds, the Taylor Ridge development includes elements of low impact development (LID) design. Supplemental plantings will enhance the functionality and aesthetics of these ponds using littoral plantings for wet ponds and Florida-Friendly plants for dry ponds.

If the stormwater design provides for surface connectivity between the two proposed ponds at the southeast corner of the project, a bioswale will be provided. Furthermore, if a surface swale is required within the amenity tract, a bioswale will be provided so long as there is no negative impact to existing historic trees on the amenity tract. The swales will act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion.

History: On February 21, 2022, a petition for annexation, land use amendment to Low Density Residential and a rezone to the Taylor Ridge PD went before the City Commission. The proposed development did not make it past the annexation phase, receiving a 4-1 vote (Apgar) to deny the annexation. The original plan for Taylor Ridge PD proposed a 71-unit residential development.

Since the original denial in 2022, substantial changes have been made to the design of the Taylor Ridge PD. These changes include a reduction of the proposed density from 2.73 dwelling units per acre, to 2.5 dwelling units per acre; lot widths for all properties will be a minimum of 60' wide, versus 50' wide as originally proposed. The development includes internal sidewalks and bike lanes, enhanced recreational amenities and is within a mile of an arterial roadway in accordance with the TRD requirements.

On June 15, 2023, the Technical Review Committee recommended that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing remaining Staff comments.

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

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

The proposed development abuts the Saddlebrook residential Planned Development as well as unincorporated County acreage estates to the west; the Victoria Park residential Planned Development to the south; and residential unincorporated County acreage to the north and east. These nearby plats to the south and west have lot sizes averaging around 50-70 ft. in width, with houses built roughly between the 2000's and 2010's. Proposed lot sizes in the subject development are of a similar range as those found in both Saddlebrook and Victoria Park; and at an overall density of 2.5 dwelling units per acre, it is of a similar intensity to Saddlebrook's 3.10 dwelling units per acre.

Additionally, according to the Comprehensive Plan, a density bonus of up to 25% (2.5 units per acre) is allowed in the TRD land use designation if the following criteria are met:

- A. Internal trail and bike lanes with connection to adjacent trails and natural areas are constructed throughout the development area.
- B. Sidewalks and bike lanes are provided throughout the development area.
- C. The project must be located within a mile of an arterial, interstate or the Sun Rail stations.

D. A least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents. Community enhancements are being provided in the Taylor Ridge PD. These enhancements include:

- Mulched pathways running from a centralized amenity parcel to Taylor Rd.
- An 8' wide multi-use sidewalk that connects natural areas throughout the development
- And 3 enhanced on-site amenities which will include:
 1. A fenced-in dog park
 2. A playground for children in the neighborhood.
 3. A community gathering area with a large pavilion that offers picnic tables, grills for the residents to use and outdoor games such as “horseshoes”.

The development is consistent with the Comprehensive Plan, in that the underlying land use of Transitional Residential Development allows up to 2.5 dwelling units per acre when applying the 25% density bonus and meeting the criteria and performance standards of said land use.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The subject site is heavily wooded and the proposed development would reduce the tree coverage significantly. However, the PD Agreement and associated plan will ensure that tree preservation areas, buffering and other tree requirements meet the minimum requirements of the Land Development Regulations. A density bonus in the TRD land use designation allows for uses such as single-family residential development, cluster development and 2, 3 and 4 family residential development. The development must include additional preservation of open space. The Taylor Ridge PD provides 11.5 acres of open space, totaling 44% of the site. The proposed development should not have any other negative impacts on the environment or natural resources on the site or in the surrounding area. An endangered species report will be required at time of the preliminary subdivision plat.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The infusion of newer homes in this project should have a positive impact on the general area and potentially raise overall values. Additionally, the subject property's proximity to a major transportation corridor will benefit the new residents of the development.

4. Will the proposed rezoning have an impact upon governmental services?

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City.

The City's Utilities Department has indicated that there is both water and sewer capacity to serve a development of this size.

Volusia County Schools provided a Finding of Adequate Capacity Letter, dated November 22, 2021. Per the letter, the student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. Currently, the DeLand planning area (west) for Freedom Elementary, DeLand Middle, and DeLand High is at or over 100% but below 115% for both elementary and middle school levels, and 120% for the high school level, for concurrency. Based on this, the school district has no objections to the proposed development plan. However, this letter was provided at the time of the first application in 2021. Therefore, the applicant must provide an updated concurrency letter from the school board prior to City Commission approval.

Based on information provided in the Trip Generation Memo provided by the applicant and the ITE Trip Generation Manual (10th edition), 71 dwelling units would generate approximately 754 average daily trips; this is an increase of 470 trips based on the current VC A-2 zoning district. A full Traffic Impact Analysis will not be required because the projected average daily trips are less than 1,000 trips.

The subject property is on S. Blue Lake Ave. to the east which is categorized as a major collector road. To the south of the subject property is E. Taylor Rd., which is categorized as a minor arterial road.

The portion of S. Blue Lake Ave. roadway affected by the proposed development currently operates at a Daily LOS of “C”, per the latest Volusia County Traffic Counts, with an Allowable LOS of “E”. This segment can handle an additional 5,400 daily trips before reaching capacity.

The portion of E. Taylor Rd. roadway affected by the proposed development currently operates at a Daily LOS of “C” per latest Volusia County Traffic Counts, with an Allowable LOS of “E”. This segment can handle an additional 6,270 daily trips before failing.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The subject property abuts less dense, rural, unincorporated residential/agricultural land as well as incorporated developments that are similar to the proposed Taylor Ridge PD. The proposed development is within the city’s Urban Core; according to the DeLand 2050 Land Use guide, this area is the key area to focus development, and maintain a strong job base, taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed development abuts the Saddlebrook residential Planned Development as well as unincorporated County acreage estates to the west; the Victoria Park residential Planned Development to the south; and residential unincorporated County acreage to the north and east. These nearby plats to the south and west have similar lot sizes, with houses built

roughly between the 2000's and 2010's. The infusion of newer homes in this project could have a positive impact on the general area and potentially raise overall values.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

There is no indication at this time that the new proposal will create additional impacts upon public health, safety or welfare, as all provided public services have the capacity needed to accommodate the proposed development. Impacts, if any, to the surrounding County roadway network will be required to be mitigated proportionally by the developer.

D. CONCLUSION:

The Applicant is proposing a rezoning from Volusia County's A-2 to a Planned Development in order to develop the subject property for 65 detached, single-family units. Submittal of a preliminary and final plat will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff, Planning Board, and City Commission.

E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation for approval of this rezoning request from Volusia County's A-2 to "Taylor Ridge PD", subject to addressing all comments from Staff and the Planning Board and subject to the following condition(s):

1. The applicant shall provide an updated school concurrency letter prior City Commission approval. – *this has since been satisfied.*









Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination Finding of Adequate Capacity Letter

September 28, 2023

Mr. Michael J. Woods, Esq
Cobb Cole
231 N Woodland Blvd
DeLand, FL 32720

RE : Taylor Ridge PD – City of DeLand
School Concurrency Case # 21-11-01-001-A (Amendment)

Dear Mr. Woods:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Taylor Ridge PD associated with 26+/- acres of property located at or near the intersection of S Blue Lake Rd and E Taylor Rd within DeLand city limits. Proposed project would now provide sixty-five (65) single family units.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate seventeen (17) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	65	17
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
	Total	65	17

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE ♦ DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 ♦ FAX (386) 506-5056

Table 2

Schools	SY 2023/24 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Freedom Elementary	752	98%	No	6
DeLand Middle	1,090	97%	No	3
West CSA (DeLand High)	2,874	107%	No	6
Other				2

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the high school level. However, the concurrency service area (CSA) for DeLand High is at or over 100% but below 115% for level of service (LOS) standards. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50806.

Sincerely,



Leineriza V. Divina
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Kendall Story, Senior Planner, City of DeLand
James F. Roberts, VCSB Planning Services Project File



Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Taylor Ridge PD
VCSB Project #	21-11-01-001-A (Amendment)
Jurisdiction Project #	
Parcel ID Numbers	7022-00-00-0090; 7022-00-00-0191
Project Location	S Blue Lake Rd and E Taylor Rd
Potential Residential Units	65 Single Family Homes
Property Owner/Applicant	Michael J Woods, Esq – Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.



Leinerza V. Divina
Coordinator, Planning

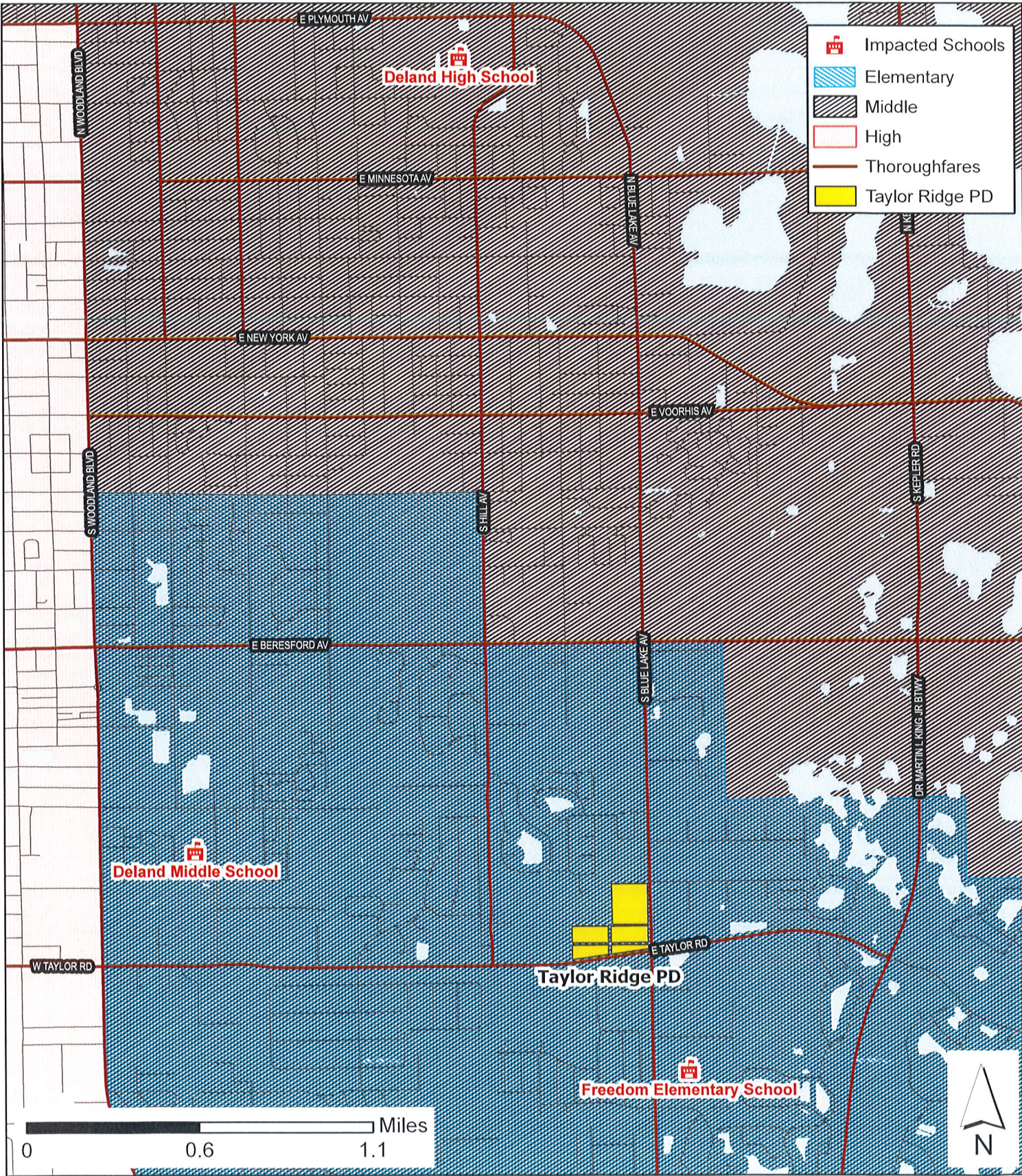
September 28, 2023
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Taylor Ridge PD

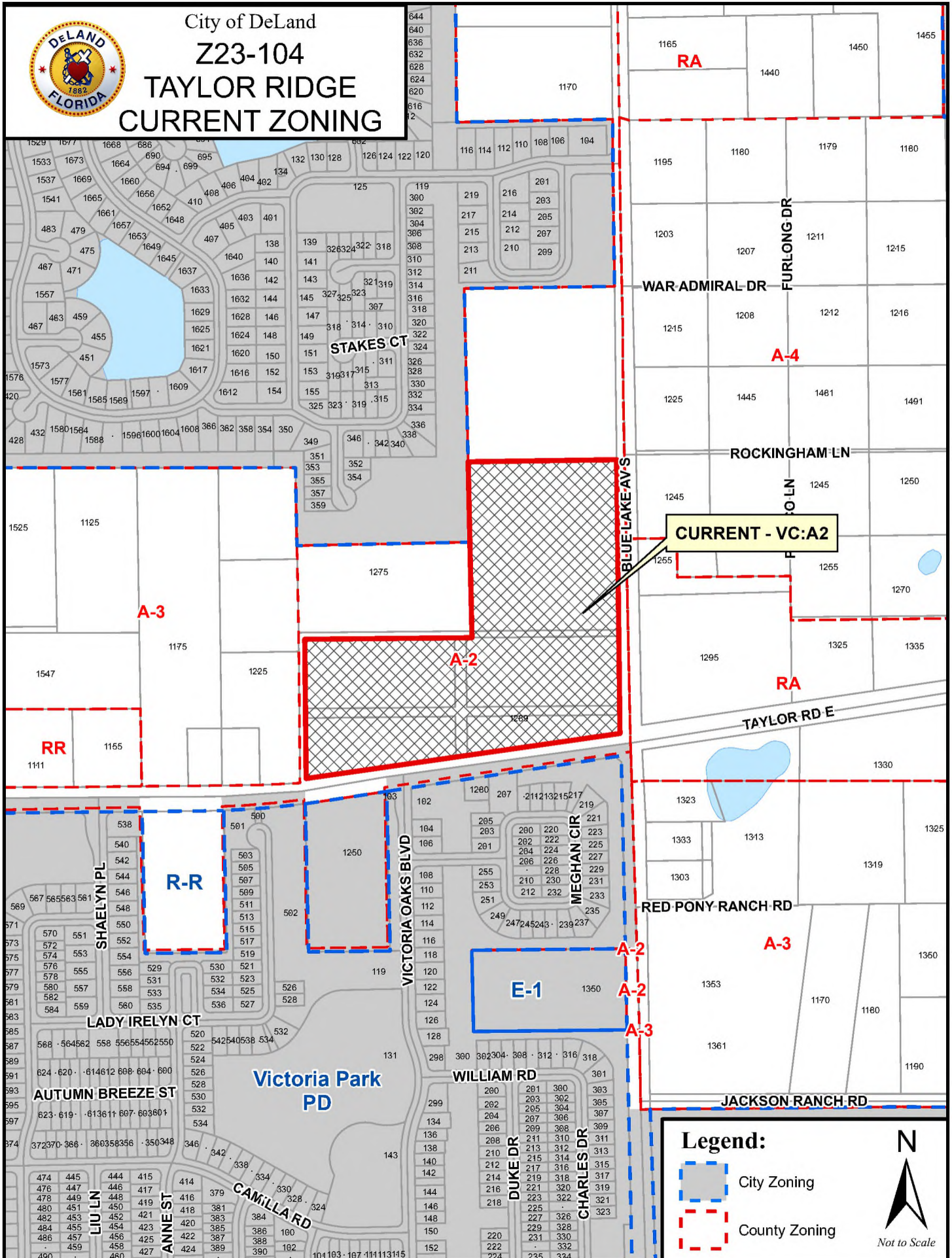


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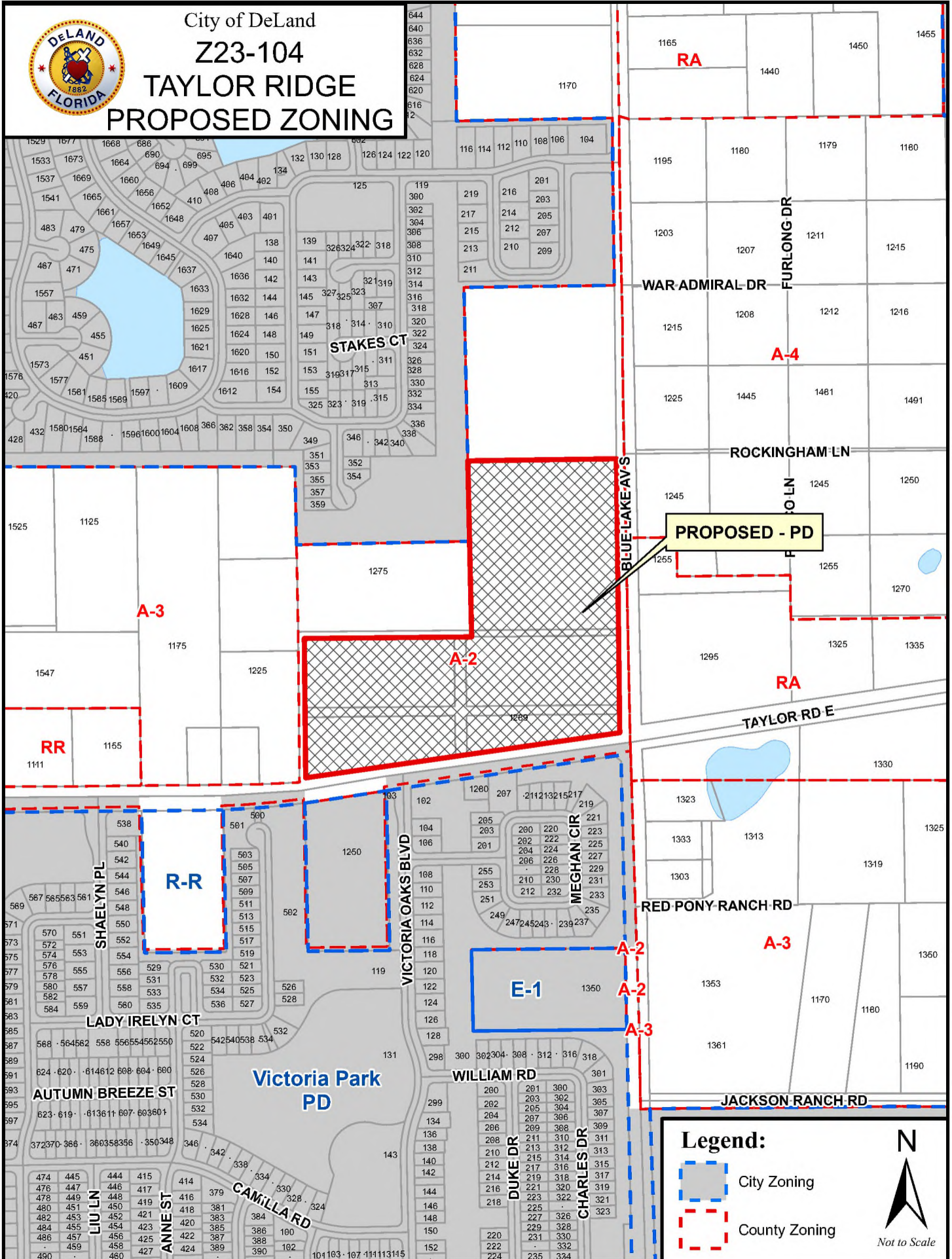


City of DeLand
Z23-104
TAYLOR RIDGE
CURRENT ZONING



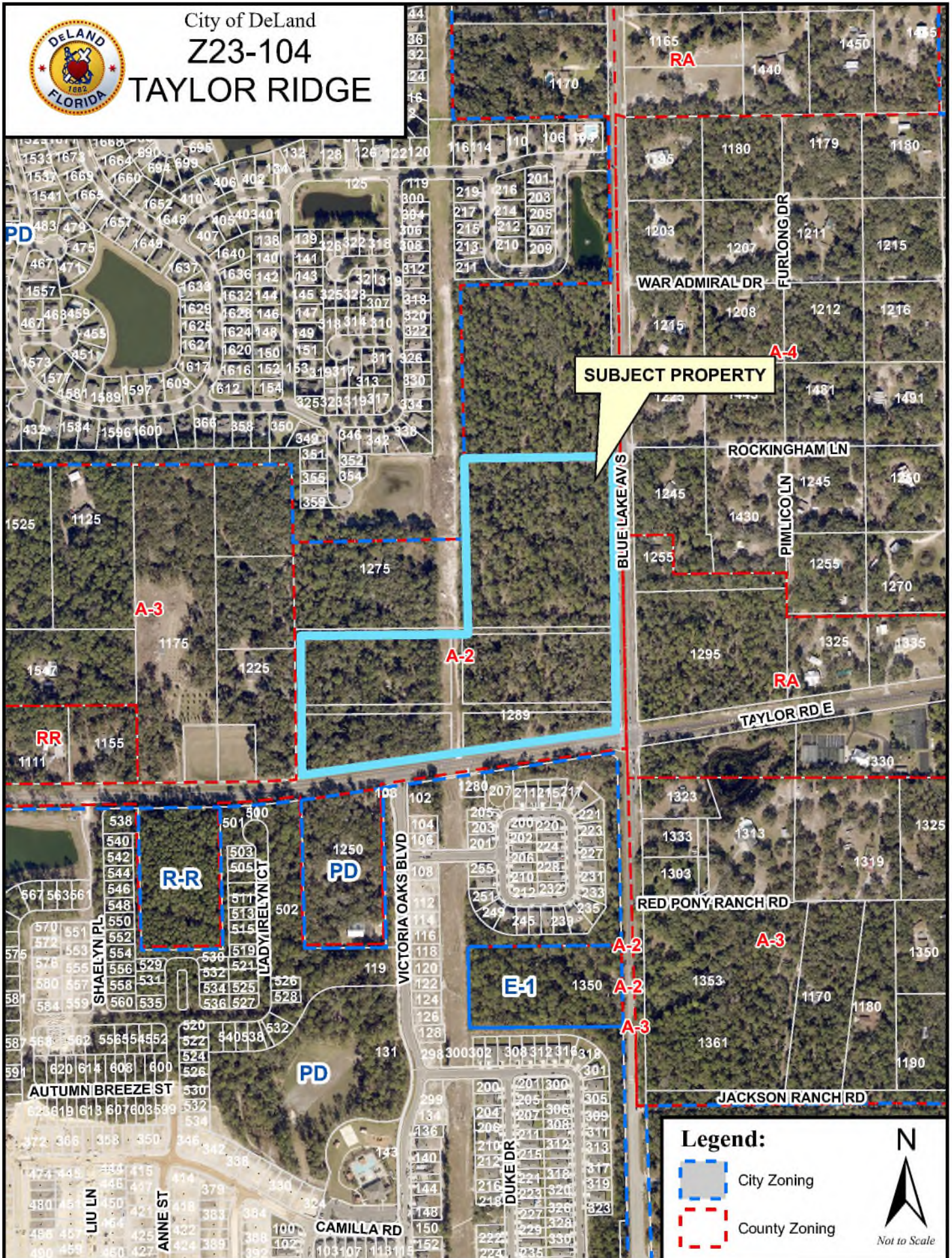


City of DeLand
Z23-104
TAYLOR RIDGE
PROPOSED ZONING





City of DeLand
Z23-104
TAYLOR RIDGE



1 PLANNED DEVELOPMENT AGREEMENT

2 IN THE CITY COMMISSION OF THE

3 CITY OF DELAND, FLORIDA

4 IN RE: Case # Z23-104, Application of

5 TLC Blue Lake, LLC

6 ORDINANCE # 20____ - ____

7
8 ORDER AND RESOLUTION

9 GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY A-2 TO

10 TAYLOR RIDGE PD

11
12 The application of TLC Blue Lake, LLC, hereinafter, "Applicant", for rezoning was
13 heard by and before the City Commission, DeLand Florida, on _____, 20____,
14 Based upon the verified Application and other supporting documents, maps, charts,
15 overlays, other evidence and instruments; the advice, report, and recommendations of
16 the Community Development, and other Departments and agencies of DeLand, Florida;
17 and the testimony adduced and evidence received at the Public Hearing on this
18 Application by the Planning Board on _____, 20____, and otherwise being
19 fully advised, the City Commission does hereby find and determine as follows:

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A. That the application of TLC Blue Lake, LLC was duly and properly filed on _____, 2023 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 26.01 +/- acre parcel of which is the subject of this application and which land is situated in DeLand, Florida.

D. That the Applicant has complied with the Planned Development Plan as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements City Commission, Land Development Regulations Ordinance No. 2013-11, as ded.

F. That the owner of the properties, TLC Blue Lake, LLC, agrees with the provisions of the Development Agreement.

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

A. That the Application of TLC Blue Lake, LLC, a Florida limited liability company, for the rezoning of the subject parcels is hereby granted.

B. That the zoning classification of the subject parcels described in Exhibit “A” attached hereto is hereby amended from County A-2 to Taylor Ridge PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcels to Taylor Ridge PD.

3
4 D. That the City of DeLand, Land Development Regulations Ordinance No.
5 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
6 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement". The City of DeLand will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein the City of DeLand, Land
14 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
15 the same manner as the R-1 zoning classification.

16
17 F. Except as otherwise stated herein, nothing in the Development Agreement
18 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
19 other City Ordinances.

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C. Amendments. All amendments of the Planned Development Plan, ~~other~~ than those deemed by the Planning Department to be minor amendments as set out in Land Development Regulations Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or location thereof, the development standards set

1 forth in Section H of this Development Agreement, or any special condition or specific
2 requirement of this Development Agreement.

3
4 D. Subdivision Approval. After the Planned Development Plan is recorded, and
5 prior to any construction, including clearing and landfill, a final plat of the area to be
6 subdivided, consisting of a single phase, shall be submitted for review and approval in
7 the manner required by Article 13 of the City of DeLand Land Development Regulations,
8 Ordinance No. 2013-11, as amended.

9
10 E. Unified Ownership. The applicant or his successors shall maintain unified
11 ownership of the subject parcels until after issuance of the Final Subdivision Plat
12 Development Order.

13
14 F. Phases of Development. Development of the Property shall be
15 accomplished in a single phase.

16
17 G. Land Uses Within the PD. The location and size of said land use areas are
18 shown on the Development Plan Map, Exhibit "B". The following land uses shall be
19 allowed as permitted principal uses and structures along with their customary accessory
20 uses and structures:

21 Permitted Uses within Residential Areas:

22 1. Single-Family Residences:

23 Single-family dwellings, except mobile homes, and their customary
24 accessory uses.

Family day care home.

Mini and neighborhood parks.

Community uses including but not limited to passive recreation areas with gazebo.

Accessory structure per Section 33-28.09.

H. Development Standards. All development for the property shall rely upon the standards set forth below as identified on the Planned Development Plan. Where this document is silent, the R-1 Zoning regulations shall apply.

1. Single-Family Residences:

a. Maximum unit count: 65

	60' Lots
1. Minimum lot area:	6,900 sq. ft.
2. Minimum lot width:*	60 ft.
3. Minimum lot length:	115 ft.
4. Minimum building setbacks:	
a. Front yard to garage face/door:	25 ft.
b. Front yard to structure:	15 ft.
c. Rear yard:	20 ft.
d. Side yard:	5 ft.
e. Side street	15 ft.
5. Min. screen enclosure setbacks:	

f. Rear yard screen enclosure	5 ft.
g. Side yard screen enclosure	5 ft.
Side street screen enclosure:	15 ft.
6. Min. pool and accessory structure setbacks:	
h. Side setback for pools and accessory structures:	5 ft.
i. Side street setback for pools and accessory structures:	15 ft.
j. Rear setback for pools and accessory structures:	5 ft.
7. Minimum floor area:	1300 sq. ft.
8. Maximum lot coverage:	65%
9. Maximum building height:	35 ft.
10. Maximum number of lots:	Subject only to total lot limit of 65

* The minimum lot width and area for corner lots must be 15% greater than the standard for an interior lot.

+ Lots fronting a curve must be at least 50 feet wide at the street line.

2. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the Land Development Regulations Ordinance No. 2013-11, as amended.

3. Parking Standards

1. Off-Street Parking: Each parcel shall be designed to accommodate

no less than two (2) parking spaces via use of an on-parcel driveway and two (2) spaces in an internal garage. All driveway parking spaces shall be a minimum of nine (9) feet wide by twenty-five (25) feet long (per each vehicle).

2. On-Street Parking:

a. On-street parking, as illustrated on Exhibit "B", shall be provided in various locations within the Property.

b. No less than 31 on-street parking spaces shall be provided.

c. On-street parallel parking is 8.5 feet by 22 feet measured to back of drop curb (minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop curb).

d. Perpendicular parking spaces are sized 9 feet by 20 feet.

e. Cross sections of the roadway illustrating typical design for parking on one or both sides of the street are included in Exhibit "B".

4. Sidewalks: Sidewalks shall be provided throughout the subdivision and along its exterior roadways ~~pursuant to the terms and obligations of~~ in accordance with Section 33-90.04 of the City's Land Development ~~Code~~ Regulations and as ~~shown~~ generally depicted in Exhibit "B".

5. Subdivision Entryways: Entryways into the subdivision shall screen the sides of any proposed single-family dwellings by one of the following methods or combination of methods: 1) Perimeter roadway buffers complying with Buffer Standard "B" ~~shall be~~ extended along both sides of the ~~any~~ roadway entrance into the subdivision; a minimum distance of 100 feet ~~complying with Buffer Standard "B"; or~~ 2) Stormwater facilities with a fountain and with perimeter landscaping sufficient to obscure the view of

1 adjacent dwellings.

2 6. Signage: Signage for the subdivision shall be provided per the Land
3 Development Regulations. ~~No more than two~~One monument signs identifying the
4 subdivision ~~shall~~may be placed at the entrance along East Taylor Road and ~~no more than~~
5 ~~two~~one monument signs identifying the subdivision ~~shall~~may be placed at the entrance
6 along South Blue Lake Avenue. ~~The entrance along East Taylor Road shall be designated~~
7 ~~as the primary entrance.~~

8 7. Open Space. Open Space and Common Area shall meet the requirements
9 of the Land Development Regulations Ordinance No. 2013-11, and ~~are~~ shall be as
10 provided in the ~~Planned~~-Development Plan Map.

11 8. Design. The homes within the development shall have a mixture of design
12 facades, and the same façade and home design shall not be used on lots within three (3)
13 lots of each other on the same side of the street, nor may the same façade and home
14 design be used directly across the street from each other. The homeowner's association
15 shall ensure that an individual lot owner seeking building permits shall demonstrate
16 compliance with this Section as part of the construction permit submittal for a lot.

17 9. Model Homes and Temporary Sales Offices. Up to four (4) model homes
18 and one (1) home for a temporary sales office may be constructed. Construction of the
19 model homes and temporary sales office may commence upon approval of a preliminary
20 plat and final construction plans and completion of a stabilized access to the model homes
21 and temporary sales office for emergency vehicles and the provision of acceptable water
22 supply for fire protection during construction. However, neither the model homes nor the
23 temporary sales office may be occupied nor otherwise issued a temporary or a final
24 certificate of occupancy until final plat approval for said phase and acceptance of the

roadway and all water and sewer infrastructure by the City of DeLand.

10. Exterior Buffer/Landscaping. ~~Notwithstanding the landscape requirements provided for herein along the Subdivision Entryways Except as otherwise specifically provided for in this Development Agreement~~, the perimeter buffers of the subdivision shall comply with the landscape buffer width and planting requirements provided for in Section 33-92.02 of the City of DeLand Land Development ~~Code Regulations, except as specifically otherwise provided for herein~~. As shown on Exhibit "B", the buffer widths shall be as follows:

Perimeter Buffer-all areas except adjacent to power line easement not otherwise specifically addressed in this section H.10.	40-foot buffer, Type B
Perimeter Buffer, along the eastern edge of the power line easement	15-foot buffer, Type B
S. Blue Lake Ave.- Road Frontage	40-foot buffer, Type D
E. Taylor Rd. - Road Frontage	50-foot buffer, Type D

~~11. Compliance. In the event that future development cannot comply with the standards set forth herein, then said entitlements shall be processed through an amendment to this Development Agreement which will comply with state law as for the rezoning of property.~~

Commented [DE1]: Already covered in Section C, page 5, above.

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. This includes compliance with the Land Development Regulations regarding analysis, preservation and mitigation for historic trees. Tree Protection Areas (~~TPAs~~) preserving a minimum of 15%

1 of the net developable area, which excludes required right-of-way dedication areas and
2 on-site easements, shall be required and maintained as ~~shown~~generally depicted on
3 Exhibit "B". The Tree Protection Areas ~~are proposed as~~ generally depicted~~shown~~ on
4 Exhibit "B" ~~and~~ may be modified based upon an updated tree survey during the platting
5 process so long as the minimum 15% of net developable areas is preserved, and the
6 ultimate configuration ~~is finalized~~will be determined through the platting process at final
7 site plan. Nothing shall prevent the grading of Tree Protection Areas prior to creation of
8 said areas, but any portion of the property with grading shall require replanting as
9 provided for in the Land Development Regulations.

10 The development has been laid out in a manner to best accommodate the existing
11 topography, drainage, and known environmental conditions identified on the property. In
12 addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly
13 Landscaping, as defined by the University of Florida/Institute of Food and Agricultural
14 Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-
15 water plant material.

16 1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH
17 to 5" DBH and maintained in Tree Protection Areas~~TPAs~~. If said provision regarding 2"-
18 5" Live Oak trees within the Tree Protection Areas~~TPAs~~ is utilized, the City will require an
19 additional conservation easement to prevent the future removal of said trees as the
20 default provisions of the Land Development ~~Code~~Regulations only protects trees 6" DBH
21 or larger. Credit for preservation of these 2"-5" Live Oak trees shall be based on an actual
22 tree survey rather than a statistical analysis.

23 2. Due to the City's recognition that Laurel Oaks larger than 20" DBH are
24 nearing the end of their lifespan, any Laurel Oak 20" DBH or larger removed from the

1 Property during development will require reduced replacement of one 3" caliper canopy
2 tree for each Laurel Oak removed. Each 3" caliper canopy tree shall receive 2" DBH
3 credit towards tree replacement calculations.

4 3. Street trees may be planted within the rights of way within the Property and
5 said trees may be included in mitigation calculations. However, if any such trees are
6 planted, the HOA shall be responsible for the maintenance of said trees. Moreover, the
7 HOA shall also be responsible to repair any and all impacts upon the right of way
8 infrastructure created by the presence of said trees, including any road or sidewalk
9 facilities.

10 4. A tree survey is required as part of the review process for the platting and
11 development of the project. The tree survey shall be conducted based on the following
12 standards:

13 a. ~~The Applicant will survey a~~All specimen and historic trees shall be
14 surveyed.

15 b. For non-specimen or non-historic trees, the Applicant will engage an
16 arborist to identify statistically significant sample area(s). Sample areas are
17 to be identified based upon cover types of species. The sample area for
18 each cover type must have an area that is at least 10 percent of its total
19 area and may not be less than one acre in size. The Applicant's arborist
20 shall provide the City Forester with the proposed sample areas for review,
21 comment and approval. The proportionate area of each statistically
22 significant sample area will be calculated as a percentage of the overall
23 property area.

24 c. Upon approval of the statistically significant sample areas by the City

Forester, ~~the Applicant will cause~~ all trees 6" inches DBH and larger ~~to shall~~ be identified and surveyed in the selected sample area.

d. The tree density determined by the survey of the sample area(s) will be used to determine tree replacement or mitigation requirements. The tree mitigation requirements will be weighted based on the proportionate area represented by each sample area.

5. Street tree installation, based upon the approved landscape plan, shall be required on a lot-by-lot basis and must be planted prior to the issuance of a certificate of occupancy for that particular lot.

6. ~~Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.~~ Each lot shall have trees planted in accordance with the City's Land Development Regulations. The homeowners association required for this subdivision shall be responsible for ensuring the preservation and, if necessary, the replacement, of required trees. The foregoing provision does is not intended to divest the City of its code enforcement authority relative to required trees, but places an additional burden on the homeowners association to proactively enforce the tree requirements.

7. Palm trees and understory trees from the City of DeLand List of Approved Tree Replacement Species shall account for no more than 25 percent of trees on individual lots.

J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of

1 Florida Administrative Code 64E-6. The development will be required to connect to
2 reclaimed water for both the individual lots and any common areas that are irrigated, but
3 the development shall not be required to have a pond or other facility for receiving and
4 retaining reclaimed water.

5
6 K. Stormwater Drainage.

7 1. The stormwater system shall be designed to accommodate, at a minimum,
8 the one hundred-year, 24-hour storm event, or any higher amount if required by the City's
9 Land Development Regulations at the time of construction of the site. The stormwater
10 system shall also hold the entire volume of such storm event. The Applicant understands
11 that it would typically be allowed discharge any off-site pre-development flow from the
12 development site but has offered to design its stormwater system to retain the entire storm
13 event as an inducement to allow for density and other development entitlements set forth
14 in this Development Agreement. In all other regards, the~~Provision for~~ stormwater retention
15 shall be in accordance with the Land Development Regulations Ordinance No. 2013-11,
16 as amended. ~~All stormwater retention systems will be designed to meet all required~~
17 ~~governmental regulations.~~

18 2. LID – Low Impact Design Elements: The following Low Impact Development
19 elements shall be provided:

20 a. Stormwater Plantings. All stormwater ponds shall utilize
21 supplemental plantings to enhance the functionality and/or aesthetics of the
22 stormwater system. Littoral plantings shall be utilized if viability is likely –
23 i.e. if a stormwater pond is designed to remain wet. If a pond is designed
24 to remain dry and littoral plantings are unlikely to survive, the supplemental

1 plantings shall be Florida Friendly plants.

2 b. Swales. If the stormwater design provides for surface connectivity
3 between the two proposed ponds at the southeast corner of the project, a
4 bioswale will be provided. Furthermore, if a surface swale is required within
5 the amenity tract, a bioswale will be provided so long as there is no negative
6 impact to existing historic trees on the amenity tract. The swales will act as
7 an amenity with Florida friendly plants that require no fertilizers or irrigation
8 and rocks to help control erosion.

9 c. Maintenance Requirements. ~~Unless specifically dedicated to the~~
10 ~~City of DeLand, The required homeowners association for the project shall~~
11 ~~be responsible for~~ the maintenance of Low Impact Design Elements, ~~and in~~
12 ~~no event~~ shall ~~not they~~ be the responsibility of the City of DeLand.

13
14 L. Access and Transportation System Improvements. All access and
15 transportation system improvements shall be provided in accordance with the Land
16 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
17 developed in substantial accordance with the following access and transportation system
18 improvements:

19 1. Access Points. Access to the site will be from East Taylor Road and
20 South Blue Lake Avenue. The Planned Development Plan indicates the anticipated
21 connection locations; however, the final locations may vary due to final engineering
22 design and permitting considerations.

23 2. Transportation System Improvements. Transportation system
24 improvements will be provided as required by permitting agencies and as needed

1 according to the Traffic Impact Analysis (TIA) for the project.

2 3. Private Access Easement. A private access easement no less than
3 twenty-five feet (25') in width shall be granted to the adjoining property owner in the
4 location depicted on the ~~Planned~~-Development Plan Map.
5

6 M. Internal Roadways. All rights-of-way will be a minimum of fifty (50) feet
7 wide, and constructed in accordance with the Land Development Regulations, Ordinance
8 No. 2013-11, as amended. All internal roads will be dedicated to the City. The dead-end
9 parking area shown on the Planned Development Map will accommodate fire trucks and
10 garbage trucks, as determined by the City Engineer.
11

12 N. Homeowners Association. The Applicant shall create a homeowners
13 association—~~(HOA)~~. The charter and by-laws of said association and any other
14 agreements, covenants, easements or restrictions shall be furnished to the City of
15 DeLand for review prior to~~at~~ the time of creation. The Applicant shall be responsible for
16 recording said information in the Public Records of Volusia County, Florida. Also, the
17 applicant shall bear and pay all costs for recording all of the aforementioned documents.
18

19 ~~As stated above, the City shall encourage a mixture of design facades within the~~
20 ~~development, and the Applicant shall avoid a repeating sequence of designs and shall~~
21 ~~not utilize the same design on lots within 3 single-family lots of each other on the same~~
22 ~~side of the street. The homeowners' association shall ensure that an individual lot owner~~
23 ~~seeking building permits shall demonstrate compliance with this Section as part of the~~
24 ~~construction permit submittal for the lot.~~

With respect to the enforcement of said agreements, covenants, easements or

Commented [DE2]: This is simply repeating exactly what is stated above.

1 restrictions entered into between the Applicant and the owners or occupiers of property
2 within the Taylor Ridge PD, the City of DeLand shall only enforce the provisions of the
3 "Development Agreement" and City of DeLand Land Development Regulations
4 Ordinance No. 2013-11, as amended, whichever is applicable, and not the private
5 agreements entered into between the aforementioned parties.

6
7 O. Reverter Provision: The terms of this Development Agreement shall be
8 vested upon issuance of a final plat development order for the ~~first phase of the~~
9 ~~development, which shall occur~~issued within five (5) years from the effective date of the
10 ordinance which adopts the Planned Development Plan unless the City Commission, for
11 good cause shown, extends the time period indicated in this paragraph. If not vested by
12 said date, the Planned Development Plan shall expire and will be of no further force or
13 effect and no development shall occur on the subject property until it is rezoned. The City
14 Commission may rezone the subject property as may be necessary or appropriate to
15 protect adjoining properties or the public health, safety and welfare, if the Planned
16 Development Plan expires.

17
18 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
19 biomass cleared from the Property during development may not be incinerated on-site.

20
21 Q. Community Enhancements:

22 1. Community Activity Enhancements:

- 23 a. Centralized Amenity Parcel consisting of:
24 i. an open play field (approximately 150'x80')

- ii. a mulched picnic area, covered by a 600 sf sunshade
- iii. Four (4) picnic tables (with concrete slab beneath each)
- iv. Two (2) charcoal BBQ grill stations adjacent to picnic area
- v. An area for horseshoe and or cornhole adjacent to picnic area
- b. Mulched pathways running from Centralized Amenity Parcel south to Taylor Road and also around SW retention pond.
- c. Four Exercise Stations located along mulch trail.
 - i. One (1) ExoPod
 - ii. One (1) Pull Up Station
 - iii. One (1) Stepper
 - iv. One (1) Air Walker
- d. Tot Lot dedicated activity area with the following playground equipment.
 - i. Swing Set
 - ii. Slide & Tower
 - iii. Bench
 - iv. Shade Sail
- e. Fenced dog park approximately 50' x 80' with bench for dog owners.

2. In accordance with the TRD land use category, the allowable density of this project is set at no more than 2.5 du/ac, granted pursuant to the clustering of the subdivision and the enhanced amenities provided for in the paragraph above.

R. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments, shall bind and inure to the benefit

1 of the Applicant and his successor in title or interest. The Taylor Ridge PD zoning,
2 provisions of the "Development Agreement," and all approved plans shall run with the
3 land and shall be administered in a manner consistent with Article XII of the City of
4 DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

5 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
6 Court and recorded within forty-five (45) days following execution of the document by the
7 City Commission, in the Official Records of Volusia County, Florida. One copy of the
8 document, bearing the book and page number of the Official Record in which the
9 document was recorded, shall be submitted to the Planning Department for placement in
10 the public file. The date of recording of this document shall constitute the effective date
11 of the Taylor Ridge PD or its subsequent amendments. The applicant shall pay all filing
12 costs for recording documents.

13
14 DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____
15 day of _____, 20____.

16
17 [remainder of page left blank]

1 ATTEST: City Commission of DeLand Florida

2

3

4 Michael P. Pleus
5 City Manager

6

Christopher M. Cloudman
Mayor

7 STATE OF FLORIDA

8 CITY OF DELAND

9

10 The foregoing instrument was acknowledged before me by means of ☐ physical
11 presence or ☐ online notarization this ____ day of _____, 20____, by

12 Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor of
13 the City of DeLand, respectively, on behalf of the City of DeLand, and who are
14 personally known to me.

15

16

NOTARY PUBLIC, STATE OF FLORIDA

17

Type or Print Name:

18

19

Commission No.: _____

20

My Commission Expires: _____

1 WITNESSES: APPLICANT
2 TLC Blue Lake, LLC
3 a Florida limited liability company
4
5
6
7 By: _____
8 ANDREW J. OROSZ
9 Authorized Representative
10
11 _____
12 Printed Name
13
14 _____
15
16
17 _____
18 Printed Name
19
20
21 STATE OF _____
22 COUNTY OF _____
23
24 The foregoing instrument was acknowledged before me by means of ☐ physical presence
25 or ☐ online notarization this ____ day of _____, 20____, by ANDREW J.
26 OROSZ, as an Authorized Representative of TLC Blue Lake, LLC, who is personally
27 known to me or who has produced _____ as identification.
28
29
30
31 NOTARY PUBLIC, STATE OF FLORIDA
32 Type or Print Name:
33 _____
34 Commission No.: _____
35 My Commission Expires: _____
36
37
38
39

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4; thence S88°57'54"W 30.00 feet to a point on the West right of way line of Blue Lake Avenue as shown on Volusia County right of way map Project #1335 for the POINT OF BEGINNING; thence S01°09'26"E 678.79 feet along said West right of way line; thence N89°11'44"E 5.00 feet along said right of way line; thence S01°09'26"E 451.92 feet along said right of way line to a point on the South right of way line of Taylor Road as shown on Volusia County right of way map Project #1113-4-5/P4172-3; thence S81°19'36"W 1250.26 feet along said right of way line to the beginning of a tangent curve concave Northerly and having a radius of 3481.24 feet and a central angle of 01°00'58"; thence Westerly 61.73 feet along the arc of said curve and said right of way line to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Point of Beginning.

CONTAINING: 26.011 acres, more or less.

1
2
3
4

EXHIBIT “B”
PLANNED DEVELOPMENT PLAN

January 16, 2024

Page 24 of 24

1 PLANNED DEVELOPMENT AGREEMENT
2 IN THE CITY COMMISSION OF THE
3 CITY OF DELAND, FLORIDA

4 IN RE: Case # Z23-104, Application of
5 TLC Blue Lake, LLC
6 ORDINANCE # 20__ - __
7

8 ORDER AND RESOLUTION

9 GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY A-2 TO
10 TAYLOR RIDGE PD
11

12 The application of TLC Blue Lake, LLC, hereinafter, "Applicant", for rezoning was
13 heard by and before the City Commission, DeLand Florida, on _____, 20____,
14 Based upon the verified Application and other supporting documents, maps, charts,
15 overlays, other evidence and instruments; the advice, report, and recommendations of
16 the Community Development, and other Departments and agencies of DeLand, Florida;
17 and the testimony adduced and evidence received at the Public Hearing on this
18 Application by the Planning Board on _____, 20____, and otherwise being
19 fully advised, the City Commission does hereby find and determine as follows:
20

GENERAL FINDINGS

A. That the application of TLC Blue Lake, LLC was duly and properly filed herein on _____, 2023 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 26.01 +/- acre parcel of land which is the subject of this application and which land is situated in DeLand, Florida.

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owner of the properties, TLC Blue Lake, LLC, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the parcels described in Exhibit "A" from County A-2 to Taylor Ridge PD (Planned Development).

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS ____ DAY OF _____, 20____, AS FOLLOWS:

A. That the Application of TLC Blue Lake, LLC, a Florida limited liability company, for the rezoning of the subject parcels is hereby granted.

B. That the zoning classification of the subject parcels described in Exhibit "A" attached hereto is hereby amended from County A-2 to Taylor Ridge PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcels to Taylor Ridge PD.

3
4 D. That the City of DeLand, Land Development Regulations Ordinance No.
5 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
6 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement". The City of DeLand will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein the City of DeLand, Land
14 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
15 the same manner as the R-1 zoning classification.

16
17 F. Except as otherwise stated herein, nothing in the Development Agreement
18 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
19 other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The properties shall be developed as Taylor Ridge PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Kelly, Collins & Gentry, Inc., and dated September 12, 2023 and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Development Agreement by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or location thereof, the development standards set forth in Section H of this Development Agreement, or any special condition or specific requirement of this Development Agreement.

1 D. Subdivision Approval. After the Planned Development Plan is recorded, and
2 prior to any construction, including clearing and landfill, a final plat of the area to be
3 subdivided, consisting of a single phase, shall be submitted for review and approval in
4 the manner required by Article 13 of the City of DeLand Land Development Regulations,
5 Ordinance No. 2013-11, as amended.

6
7 E. Unified Ownership. The applicant or his successors shall maintain unified
8 ownership of the subject parcels until after issuance of the Final Subdivision Plat
9 Development Order.

10
11 F. Phases of Development. Development of the Property shall be
12 accomplished in a single phase.

13
14 G. Land Uses Within the PD. The location and size of said land use areas are
15 shown on the Development Plan Map, Exhibit "B". The following land uses shall be
16 allowed as permitted principal uses and structures along with their customary accessory
17 uses and structures:

18 Permitted Uses within Residential Areas:

19 1. Single-Family Residences:

20 Single-family dwellings, except mobile homes, and their customary
21 accessory uses.

22 Family day care home.

23 Mini and neighborhood parks.

24 Community uses including but not limited to passive recreation areas

with gazebo.

Accessory structure per Section 33-28.09.

H. Development Standards. All development for the property shall rely upon the standards set forth below as identified on the Planned Development Plan. Where this document is silent, the R-1 Zoning regulations shall apply.

1. Single-Family Residences:

a. Maximum unit count: 65

	60' Lots
1. Minimum lot area:	6,900 sq. ft.
2. Minimum lot width:*	60 ft.
3. Minimum lot length:	115 ft.
4. Minimum building setbacks:	
a. Front yard to garage face/door:	25 ft.
b. Front yard to structure:	15 ft.
c. Rear yard:	20 ft.
d. Side yard:	5 ft.
e. Side street	15 ft.
5. Min. screen enclosure setbacks:	
f. Rear yard screen enclosure	5 ft.
g. Side yard screen enclosure	5 ft.
Side street screen enclosure:	15 ft.

6. Min. pool and accessory structure setbacks:	
h. Side setback for pools and accessory structures:	5 ft.
i. Side street setback for pools and accessory structures:	15 ft.
j. Rear setback for pools and accessory structures:	5 ft.
7. Minimum floor area:	1300 sq. ft.
8. Maximum lot coverage:	65%
9. Maximum building height:	35 ft.
10. Maximum number of lots:	65

* The minimum lot width and area for corner lots must be 15% greater than the standard for an interior lot.

+ Lots fronting a curve must be at least 50 feet wide at the street line.

2. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the Land Development Regulations Ordinance No. 2013-11, as amended.

3. Parking Standards

1. Off-Street Parking: Each parcel shall be designed to accommodate no less than two (2) parking spaces via use of an on-parcel driveway and two (2) spaces in an internal garage. All driveway parking spaces shall be a minimum of nine (9) feet wide by twenty-five (25) feet long (per each vehicle).

1 2. On-Street Parking:

- 2 a. On-street parking, as illustrated on Exhibit "B", shall be
3 provided in various locations within the Property.
- 4 b. No less than 31 on-street parking spaces shall be provided.
- 5 c. On-street parallel parking is 8.5 feet by 22 feet measured to
6 back of drop curb (minimum eight feet (8') of asphalt and up
7 to one half foot (0.5') of drop curb).
- 8 d. Perpendicular parking spaces are sized 9 feet by 20 feet.
- 9 e. Cross sections of the roadway illustrating typical design for
10 parking on one or both sides of the street are included in
11 Exhibit "B".

12 4. Sidewalks: Sidewalks shall be provided throughout the subdivision and
13 along its exterior roadways in accordance with Section 33-90.04 of the City's Land
14 Development Regulations and as generally depicted in Exhibit "B".

15 5. Subdivision Entryways: Entryways into the subdivision shall screen the
16 sides of any proposed single-family dwellings by one of the following methods or
17 combination of methods: 1) Perimeter roadway buffers complying with Buffer Standard
18 "B" extended along both sides of the roadway entrance into the subdivision a minimum
19 distance of 100 feet; or 2) Stormwater facilities with a fountain and with perimeter
20 landscaping sufficient to obscure the view of adjacent dwellings.

21 6. Signage: Signage for the subdivision shall be provided per the Land
22 Development Regulations. No more than two monument signs identifying the subdivision
23 may be placed at the entrance along East Taylor Road and no more than two monument
24 signs identifying the subdivision may be placed at the entrance along South Blue Lake

1 Avenue.

2 7. Open Space. Open Space and Common Area shall meet the requirements
3 of the Land Development Regulations Ordinance No. 2013-11 and shall be as provided
4 in the Development Plan Map.

5 8. Design. The homes within the development shall have a mixture of design
6 facades, and the same façade and home design shall not be used on lots within three (3)
7 lots of each other on the same side of the street, nor may the same façade and home
8 design be used directly across the street from each other. The homeowner's association
9 shall ensure that an individual lot owner seeking building permits shall demonstrate
10 compliance with this Section as part of the construction permit submittal for a lot.

11 9. Model Homes and Temporary Sales Offices. Up to four (4) model homes
12 and one (1) home for a temporary sales office may be constructed. Construction of the
13 model homes and temporary sales office may commence upon approval of a preliminary
14 plat and final construction plans and completion of a stabilized access to the model homes
15 and temporary sales office for emergency vehicles and the provision of acceptable water
16 supply for fire protection during construction. However, neither the model homes nor the
17 temporary sales office may be occupied nor otherwise issued a temporary or a final
18 certificate of occupancy until final plat approval for said phase and acceptance of the
19 roadway and all water and sewer infrastructure by the City of DeLand.

20 10. Exterior Buffer/Landscaping. Except as otherwise specifically provided for
21 in this Development Agreement, the perimeter buffers of the subdivision shall comply with
22 the landscape buffer width and planting requirements provided for in Section 33-92.02 of
23 the City of DeLand Land Development Regulations, except as specifically otherwise
24 provided for herein. As shown on Exhibit "B", the buffer widths shall be as follows:

Perimeter Buffer-all areas not otherwise specifically addressed in this section H.10.	40-foot buffer, Type B
Perimeter Buffer, along the eastern edge of the power line easement	15-foot buffer, Type B
S. Blue Lake Ave.- Road Frontage	40-foot buffer, Type D
E. Taylor Rd. - Road Frontage	50-foot buffer, Type D

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. This includes compliance with the Land Development Regulations regarding analysis, preservation and mitigation for historic trees. Tree Protection Areas preserving a minimum of 15% of the net developable area, which excludes required right-of-way dedication areas and on-site easements, shall be required and maintained as generally depicted on Exhibit "B". The Tree Protection Areas as generally depicted on Exhibit "B" may be modified based upon an updated tree survey during the platting process so long as the minimum 15% of net developable area is preserved, and the ultimate configuration will be determined through the platting process. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said areas, but any portion of the property with grading shall require replanting as provided for in the Land Development Regulations.

The development has been laid out in a manner to best accommodate the existing topography, drainage, and known environmental conditions identified on the property. In addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-

1 water plant material.

2 1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH
3 to 5" DBH and maintained in Tree Protection Areas. If said provision regarding 2"-5" Live
4 Oak trees within the Tree Protection Areas is utilized, the City will require an additional
5 conservation easement to prevent the future removal of said trees as the default
6 provisions of the Land Development Regulations only protects trees 6" DBH or larger.
7 Credit for preservation of these 2"-5" Live Oak trees shall be based on an actual tree
8 survey rather than a statistical analysis.

9 2. Due to the City's recognition that Laurel Oaks larger than 20" DBH are
10 nearing the end of their lifespan, any Laurel Oak 20" DBH or larger removed from the
11 Property during development will require reduced replacement of one 3" caliper canopy
12 tree for each Laurel Oak removed. Each 3" caliper canopy tree shall receive 2" DBH
13 credit towards tree replacement calculations.

14 3. Street trees may be planted within the rights of way within the Property and
15 said trees may be included in mitigation calculations. However, if any such trees are
16 planted, the HOA shall be responsible for the maintenance of said trees. Moreover, the
17 HOA shall also be responsible to repair any and all impacts upon the right of way
18 infrastructure created by the presence of said trees, including any road or sidewalk
19 facilities.

20 4. A tree survey is required as part of the review process for the platting and
21 development of the project. The tree survey shall be conducted based on the following
22 standards:

23 a. All specimen and historic trees shall be surveyed.

24 b. For non-specimen or non-historic trees, the Applicant will engage an

1 arborist to identify statistically significant sample area(s). Sample areas are
2 to be identified based upon cover types of species. The sample area for
3 each cover type must have an area that is at least 10 percent of its total
4 area and may not be less than one acre in size. The Applicant's arborist
5 shall provide the City Forester with the proposed sample areas for review,
6 comment and approval. The proportionate area of each statistically
7 significant sample area will be calculated as a percentage of the overall
8 property area.

9 c. Upon approval of the statistically significant sample areas by the City
10 Forester, all trees 6" DBH and larger shall be identified and surveyed in the
11 selected sample area.

12 d. The tree density determined by the survey of the sample area(s) will
13 be used to determine tree replacement or mitigation requirements. The tree
14 mitigation requirements will be weighted based on the proportionate area
15 represented by each sample area.

16 5. Street tree installation, based upon the approved landscape plan, shall be
17 required on a lot-by-lot basis and must be planted prior to the issuance of a certificate of
18 occupancy for that particular lot.

19 6. Each lot shall have trees planted in accordance with the City's Land
20 Development Regulations. The homeowners association required for this subdivision
21 shall be responsible for ensuring the preservation and, if necessary, the replacement, of
22 required trees. The foregoing provision does is not intended to divest the City of its code
23 enforcement authority relative to required trees, but places an additional burden on the
24 homeowners association to proactively enforce the tree requirements.

1 7. Palm trees and understory trees from the City of DeLand List of Approved
2 Tree Replacement Species shall account for no more than 25 percent of trees on
3 individual lots.

4
5 J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
6 sewage disposal, potable and reclaimed water needs of the PD will be provided in
7 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the
8 Land Development Regulations Ordinance No. 2013-11, as amended, and State of
9 Florida Administrative Code 64E-6. The development will be required to connect to
10 reclaimed water for both the individual lots and any common areas that are irrigated, but
11 the development shall not be required to have a pond or other facility for receiving and
12 retaining reclaimed water.

13
14 K. Stormwater Drainage.

15 1. The stormwater system shall be designed to accommodate, at a minimum,
16 the one hundred-year, 24-hour storm event, or any higher amount if required by the City's
17 Land Development Regulations at the time of construction of the site. The stormwater
18 system shall also hold the entire volume of such storm event. The Applicant understands
19 that it would typically be allowed discharge any off-site pre-development flow from the
20 development site but has offered to design its stormwater system to retain the entire storm
21 event as an inducement to allow for density and other development entitlements set forth
22 in this Development Agreement. In all other regards, the stormwater retention shall be in
23 accordance with the Land Development Regulations Ordinance No. 2013-11, as
24 amended.

2. LID – Low Impact Design Elements: The following Low Impact Development elements shall be provided:

a. Stormwater Plantings. All stormwater ponds shall utilize supplemental plantings to enhance the functionality and/or aesthetics of the stormwater system. Littoral plantings shall be utilized if viability is likely – i.e. if a stormwater pond is designed to remain wet. If a pond is designed to remain dry and littoral plantings are unlikely to survive, the supplemental plantings shall be Florida Friendly plants.

b. Swales. If the stormwater design provides for surface connectivity between the two proposed ponds at the southeast corner of the project, a bioswale will be provided. Furthermore, if a surface swale is required within the amenity tract, a bioswale will be provided so long as there is no negative impact to existing historic trees on the amenity tract. The swales will act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion.

c. Maintenance Requirements. The required homeowners association for the project shall be responsible for the maintenance of Low Impact Design Elements, and in no event shall they be the responsibility of the City of DeLand.

L. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system

improvements:

1. Access Points. Access to the site will be from East Taylor Road and South Blue Lake Avenue. The Planned Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies and as needed according to the Traffic Impact Analysis (TIA) for the project.

3. Private Access Easement. A private access easement no less than twenty-five feet (25') in width shall be granted to the adjoining property owner in the location depicted on the Development Plan Map.

M. Internal Roadways. All rights-of-way will be a minimum of fifty (50) feet wide, and constructed in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. All internal roads will be dedicated to the City. The dead-end parking area shown on the Planned Development Map will accommodate fire trucks and garbage trucks, as determined by the City Engineer.

N. Homeowners Association. The Applicant shall create a homeowners association. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand for review prior to the time of creation. The Applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

1 With respect to the enforcement of said agreements, covenants, easements or
2 restrictions entered into between the Applicant and the owners or occupiers of property
3 within the Taylor Ridge PD, the City of DeLand shall only enforce the provisions of the
4 "Development Agreement" and City of DeLand Land Development Regulations
5 Ordinance No. 2013-11, as amended, whichever is applicable, and not the private
6 agreements entered into between the aforementioned parties.

7
8 O. Reverter Provision: The terms of this Development Agreement shall be
9 vested upon issuance of a final plat development order for the development issued within
10 five (5) years from the effective date of the ordinance which adopts the Planned
11 Development Plan unless the City Commission, for good cause shown, extends the time
12 period indicated in this paragraph. If not vested by said date, the Planned Development
13 Plan shall expire and will be of no further force or effect and no development shall occur
14 on the subject property until it is rezoned. The City Commission may rezone the subject
15 property as may be necessary or appropriate to protect adjoining properties or the public
16 health, safety and welfare if the Planned Development Plan expires.

17
18 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
19 biomass cleared from the Property during development may not be incinerated on-site.

20
21 Q. Community Enhancements:

22 1. Community Activity Enhancements:

23 a. Centralized Amenity Parcel consisting of:

- 24 i. an open play field (approximately 150'x80')

- ii. a mulched picnic area, covered by a 600 sf sunshade
- iii. Four (4) picnic tables (with concrete slab beneath each)
- iv. Two (2) charcoal BBQ grill stations adjacent to picnic area
- v. An area for horseshoe and or cornhole adjacent to picnic area
- b. Mulched pathways running from Centralized Amenity Parcel south to Taylor Road and also around SW retention pond.
- c. Four Exercise Stations located along mulch trail.
 - i. One (1) ExoPod
 - ii. One (1) Pull Up Station
 - iii. One (1) Stepper
 - iv. One (1) Air Walker
- d. Tot Lot dedicated activity area with the following playground equipment.
 - i. Swing Set
 - ii. Slide & Tower
 - iii. Bench
 - iv. Shade Sail
- e. Fenced dog park approximately 50' x 80' with bench for dog owners.

2. In accordance with the TRD land use category, the allowable density of this project is set at no more than 2.5 du/ac, granted pursuant to the clustering of the subdivision and the enhanced amenities provided for in the paragraph above.

R. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments, shall bind and inure to the benefit

1 of the Applicant and his successor in title or interest. The Taylor Ridge PD zoning,
2 provisions of the "Development Agreement," and all approved plans shall run with the
3 land and shall be administered in a manner consistent with Article XII of the City of
4 DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

5 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
6 Court and recorded within forty-five (45) days following execution of the document by the
7 City Commission, in the Official Records of Volusia County, Florida. One copy of the
8 document, bearing the book and page number of the Official Record in which the
9 document was recorded, shall be submitted to the Planning Department for placement in
10 the public file. The date of recording of this document shall constitute the effective date
11 of the Taylor Ridge PD or its subsequent amendments. The applicant shall pay all filing
12 costs for recording documents.

13
14 DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____
15 day of _____, 20____.

16
17 [remainder of page left blank]
18

1 ATTEST: City Commission of DeLand Florida

2

3

4 Michael P. Pleus

5 City Manager

6

Christopher M. Cloudman

Mayor

7 STATE OF FLORIDA

8 CITY OF DELAND

9

10 The foregoing instrument was acknowledged before me by means of ☐ physical
11 presence or ☐ online notarization this ____ day of _____, 20____, by
12 Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor of
13 the City of DeLand, respectively, on behalf of the City of DeLand, and who are
14 personally known to me.

15

16

NOTARY PUBLIC, STATE OF FLORIDA

17

Type or Print Name:

18

19

Commission No.: _____

20

My Commission Expires: _____

1 WITNESSES:

APPLICANT

TLC Blue Lake, LLC

a Florida limited liability company

2
3
4
5
6
7 

By: 
ANDREW J. OROSZ
Authorized Representative

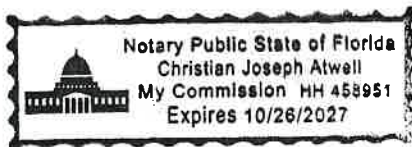
10
11 TAN TRAN
12 Printed Name

13
14 

15
16 JOHN PANTUSO
17 Printed Name

18
19
20
21 STATE OF Florida
22 COUNTY OF Orange

23
24 The foregoing instrument was acknowledged before me by means of ☒ physical presence
25 or ☐ online notarization this 16th day of January, 2024, by ANDREW J.
26 OROSZ, as an Authorized Representative of TLC Blue Lake, LLC, who is personally
27 known to me or who has produced _____ as identification.
28
29



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: 

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4; thence S88°57'54"W 30.00 feet to a point on the West right of way line of Blue Lake Avenue as shown on Volusia County right of way map Project #1335 for the POINT OF BEGINNING; thence S01°09'26"E 678.79 feet along said West right of way line; thence N89°11'44"E 5.00 feet along said right of way line; thence S01°09'26"E 451.92 feet along said right of way line to a point on the South right of way line of Taylor Road as shown on Volusia County right of way map Project #1113-4-5/P4172-3; thence S81°19'36"W 1250.26 feet along said right of way line to the beginning of a tangent curve concave Northerly and having a radius of 3481.24 feet and a central angle of 01°00'58"; thence Westerly 61.73 feet along the arc of said curve and said right of way line to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Point of Beginning.

CONTAINING: 26.011 acres, more or less.

1
2
3
4

EXHIBIT "B"
PLANNED DEVELOPMENT PLAN

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: First Reading of Ordinance Amending Chapter 26, Public Art.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The original ordinance creating the public mural art committee and setting forth all of the procedures for approval and execution of murals provides specifically that there needs to be a maintenance plan submitted with the mural application. The ordinance, specifically Section 26-62, requires a separate maintenance agreement. The City has been using a mural easement, which is also required by the ordinance, to address the maintenance requirement. This amendment will align the ordinance with the existing practice.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the City.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

This ordinance does not change the ongoing maintenance requirements for murals but reduces the number of agreements that city staff needs to have a property owner sign, making the process just a little less bureaucratic. In addition, this ordinance strikes the word “initially” from Section 26-62(d) which has caused some confusion.

ORDINANCE NO. 2024 -

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND,
FLORIDA AMENDING CHAPTER 26, ARTICLE V “PUBLIC ART”
OF THE *CODE OF ORDINANCES OF THE CITY OF DELAND* BY
AMENDING SECTION 26-62 “ADOPTION OF MURAL POLICY;
REVIEW PROCESS”; PROVIDING FOR CONFLICTS,
SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of DeLand desires to clarify the process for review of applications before the Public Mural Art Committee and the Historic Preservation Board; and

WHEREAS, the current ordinance, as written, requires an additional agreement form for maintenance of murals separate from the mural easement; and

WHEREAS, the mural easement the city has been using incorporates the maintenance plan without the need for a separate agreement addressing maintenance and the City Commission desires to remove the requirement for, and the reference to, the separate maintenance agreement which is found in Section 26-62(g) and add the section of the ordinance related to the mural easement found in Section 26-62(h).

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

Section 1. Chapter 26 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 26-62 “*Adoption of Mural Policy*” subsection (d) and (g) by inserting the new underlined language and by deleting the ~~striketrough~~ language:

26-62. Adoption of Mural Policy; Review Process.

(d). The Public Mural Art Committee shall ~~initially~~ make all decisions regarding acquisition of murals as public works of art for display within the City, but shall seek community input and participation and, when the proposed location is within the City’s Historic District, the City’s Historic Preservation Board, with all such reviews occurring after a review by City staff. A review by the Historic Preservation Board shall be a recommendation only and shall be for the purpose of Historic preservation Board providing recommendations and/or input which may serve to have the mural better fit with the historic ambiance of the district. The following shall apply to all decisions of the Public Mural Art Committee:

- 1) Three (3) of the five (5) members shall constitute a quorum.

2) All approvals shall require a simply majority of the members present and voting on a proposed mural.

3) All decisions of the Public Mural Art Committee shall be reduced to a writing signed by the Chairperson.

4) Applications which are received for murals within the historic district shall first be scheduled for review by the City's Historic Preservation Board, as more particularly provided for ~~below~~ within this section.

(e). City staff or the proposing artist may seek review of decisions of the Public Mural Art Committee by the City Commission by filing a request for review with the City Clerk within 10 days of the decision sought to be reviewed. The City Commission shall review determinations in accordance with such processes and procedures as it deems appropriate.

(f). A mural selected for installation by the City shall remain in place without alterations for a minimum period of one year. Any future alteration is subject to approval by the City.

(g). Murals may only be approved when submitted for review with an adequate and professionally prepared maintenance plan ~~which shall be memorialized in an agreement in a form approved by the City Attorney~~.

(h). Written consent from the property owner of the property on which a mural is to be developed is required by means of a public art (mural) easement in a form approved by the City Attorney. The said easement shall address the maintenance of the mural.

(i). City funds may be used to implement the installation of a mural with the approval of an agreement by the City Commission approving such funding in a form approved by the City Attorney.

Section 2. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission of the City of DeLand in conflict with this Ordinance are hereby repealed.

Section 3. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 6. Codification; Direction To Code Codifier And City Staff; Correction Of Scrivener's Errors.

(a). The provisions of Section 1 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of all other sections shall not be codified.

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

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

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

PASSED AND DULY ADOPTED this __ day of _____, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk-Auditor

Passed on first reading: _____, 2024.
Adopted on second reading: _____, 2024.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: First Reading of Ordinance, Related to Abandoned Animals.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The city's animal control officer occasionally discovers an abandoned animal which is not necessarily stray, but has been abandoned in some specific location. Currently, the City has to go through a fairly extensive process in order to get a court order turning the animal over to the city. This ordinance will allow abandoned animals to be impounded by the city without requiring the expense of petitioning the court for hearing on petition for neglected animals.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is a positive fiscal impact to the City in the reduced time related to seeking court approval to take custody of abandoned animals.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The City's current animal control ordinance does not address abandoned animals, and in the absence of such provision Fla. Stat. § 828.073 requires local animal control agencies to petition the court to hold a hearing to prove the animal is neglected and terminate the owner's property rights in the abandoned animal. Establishing a procedure for animal control to remove abandoned animals will provide an expeditious means of addressing abandoned animals and allow for the most cost effective and humane treatment of unclaimed animals impounded by the City. This is not a common situation, but it has happened recently.

ORDINANCE NO. 2024 -

**AN ORDINANCE OF THE CITY OF DELAND, FLORIDA RELATING TO
ABANDONED ANIMALS; PROVIDING FOR DEFINITIONS;
PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING
FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 828.27, *Florida Statutes*, grants municipalities the authority to adopt and enforce restrictions relating to animal control and cruelty of animals; and

WHEREAS, Section 828.073, *Florida Statutes*, provides for animal control authorities to petition the court in cases of mistreatment of animals that have been neglected; and

WHEREAS, there is no current state statute or local ordinance which addresses the abandonment of animals; and

WHEREAS, this Ordinance will provide an expedient and cost-effective process to provide care, shelter and potentially a permanent home for abandoned animals; and

WHEREAS, this Ordinance is an exercise of the City of DeLand's powers as a municipality under the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; and

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

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

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

Section 1. Legislative Findings and Intent. The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

Section 2. New Provision Relating to Abandoned Animals in City Code. New provisions of the *Code of Ordinances of the City of DeLand* are created and enacted to read as follows:

Sec. 4-22 *Abandoned Animals*

(a) Definitions:

Abandon means to give up possession of, to cease caring for, or to forsake an animal entirely, or to refuse to provide or perform care and support of an animal.

(b) It shall be unlawful for any person to abandon an animal in or on any public or private property

(1) If an animal control officer has probable cause to suspect that an animal has been abandoned, but such animal does not appear to be in immediate distress or danger, the animal control officer may leave notices posted in conspicuous places informing the owner or responsible person to contact said officer within twenty-four (24) hours and notifying them that failure to do so may result in the animal being removed from the premises by the animal control authority and that a citation may be issued to the owner or person responsible for abandoning the animal.

(2) An abandoned animal removed by an animal control officer shall be deemed a stray animal and will become the property of the animal control authority if not claimed by the owner within three (3) business days of the animal being taken.

(c) A person violating this section shall be punished as provided in section 1-6 of this Code.

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

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

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

Section 4. Savings. The prior actions of the City of DeLand in terms of the matters relating to the regulation of smoking, are hereby ratified and affirmed.

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

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

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

(a). The provisions of Section 2 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be

renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Section 1 and Sections 3 through 8 shall not be codified.

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

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

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

PASSED AND DULY ADOPTED this ___ day of _____, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk-Auditor

Passed on first reading: _____, 2024.

Adopted on second reading: _____, 2024.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: First Reading of Ordinance, Smoking in Public Parks.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The proposed ordinance prohibits smoking in public parks within the city, as permitted by Section 386.209, *Florida Statutes*.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Commission adopt the attached ordinance.

BACKGROUND/DISCUSSION:

Generally, the regulation of smoking is regulated entirely by the State of Florida. However, during the 2022 legislative session, a new state law was enacted which permits municipalities to regulate smoking in public parks under certain circumstances. Pursuant to Fla. Stat. § 386.209, municipalities are now authorized to restrict smoking in public parks owned by the municipality, with the exception of unfiltered cigars. Further, municipalities with public parks owned by the county within the boundaries of the municipality may restrict smoking, absent any conflict with any county ordinance regulating smoking in public parks. No municipality may prohibit the smoking of unfiltered cigars regardless of whether the municipality owns the park, or the park is within municipal boundaries and owned by the county.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY OF DELAND, FLORIDA, RELATING TO SMOKING IN PUBLIC PARKS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 386.209, *Florida Statutes*, grants municipalities the authority to adopt and enforce restrictions as to smoking in any public park owned by the municipality; and

WHEREAS, Section 386.209, *Florida Statutes*, preempts municipalities from further restricting unfiltered cigars beyond those established by State Law; and

WHEREAS, this Ordinance is an exercise of the City of DeLand's powers as a municipality under the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; and

WHEREAS, the City Commission desires to restrict smoking in the City's public parks, except as provided for herein, in accordance with Florida Statute; and

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

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

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

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

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

Section 2. New Provision Relating to Smoking in *City Code*. New provisions of the *Code of Ordinances of the City of DeLand* are created and enacted to read as follows:

Sec. 21-41 *No Smoking in Public Parks.*

(a) Definitions:

Smoke means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product.

Vape means to inhale or exhale vapor product by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.

(b) It shall be unlawful for any person to smoke or vape on any portion of parks owned by the City.

(c) The prohibitions listed in subsection (b) shall not apply to unfiltered cigars.

(d) The following public parks are exempt from this section:

- (1) Chess Park
- (2) Pioneer Park
- (3) Painters Pond Park

(e) It shall be unlawful and an offense for any person to violate the provisions of this section, and any violation hereof shall be punished in accordance with section 1-6 of the City of DeLand Code.

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

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

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

Section 4. Savings. The prior actions of the City of DeLand in terms of the matters relating to the regulation of smoking, are hereby ratified and affirmed.

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

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

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

(a). The provisions of Section 2 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Section 1 and Sections 3 through 8 shall not be codified.

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

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

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

PASSED AND DULY ADOPTED this __ day of _____, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk-Auditor

Passed on first reading: _____, 2024.

Adopted on second reading: _____, 2024.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Resolution Approving the Combined Preliminary and Final Plat for Reserve at Victoria Phase 3, Located at 3000 Dr. Martin Luther King Jr. Beltway.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Reserve at Victoria Phase 3 Preliminary Plat Approval Resolution, CSB23-191 Combined Plat - Reserve at Victoria Phase 3 - ADA, Boundary Survey - Reserve at Victoria Phase 3, SR-CSB23-191 Reserve at Victoria Ph 3, CSB23-191 Aerial Map - ADA, 2020-31

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

The applicant, Harry Newkirk Jr, Newkirk Engineering, is seeking approval to subdivide a 39.764-acre parcel into 141 single-family residential lots. This project is subject to the Reserve at Victoria PD agreement (amended attached) which was originally approved by the City Commission in November of 2019 and amended on November 2, 2020. The preliminary and final subdivision plan for Phase 1 of the project was approved by the City Commission on July 20, 2020, and for Phase 2 on October 19, 2020. The build-out for both phases is nearing completion. A timeline for construction of Phase 4 has not been submitted.

According to the approved Planned Development Agreement, the Beresford Avenue Extension improvements associated with Phase 3 must be installed prior to approval of the preliminary plat development order. However, some of the site stormwater infrastructure is necessary for construction of the road. Therefore, the recommended Commission action is for approval of the preliminary plat portion of the combined preliminary and final plat application to allow issuance of a development order and construction of required infrastructure. The final plat will be brought forward for City Commission action following completion of the infrastructure improvements.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles – Community Consistent Growth

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Recording of the final and preliminary plat will permit construction of the individual lots and for those homes to be entered into the City's tax revenue structure.

RECOMMENDATION:

Approval of the preliminary plat portion of the combined preliminary and final plat application for Phase 3 of the Reserve at Victoria to allow issuance of a development order and construction of required infrastructure.

The final plat will be brought forward for City Commission action following completion of the infrastructure improvements.

BACKGROUND/DISCUSSION:

This site is located immediately north of the Victoria Park PD in the Victoria Trails Section of the development. This third phase will contain 141 single-family home lots on a 39.76-acre portion of the overall 200.23-acre parcel. The overall development, containing 200.23 areas, is to be completed over a total of 4 phases and contain 406 single-family units and 162 multifamily units. Phases 1 and 2 are under construction and mostly complete. Commencement of development of Phase 4 will take place at some time in the future.

Trinity Gardens, located immediately north of this development, will be installing a right turn lane in a portion of the Beresford Ave. extension that Reserve at Victoria will be constructing. Construction of the Beresford Ave. extension from MLK Jr. Blvd to the first point of access is required prior to recording of the final plat.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE PRELIMINARY PLAT FOR RESERVE AT VICTORIA
PHASE 3, LOCATED AT 3000 DR. MARTIN LUTHER KING, JR.
BELTWAY; PROVIDING FOR CONDITIONS AND AN EFFECTIVE
DATE.**

WHEREAS, the applicant, Harry H. Newkirk, Jr., of Newkirk Engineering, has submitted a proper and complete application under Chapter 33, Article 13 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for a petition for combined preliminary and final plat for the Reserve at Victoria Phase 3 subdivision; and

WHEREAS, the applicant intends to develop this third phase into 141 single-family residential lots; and

WHEREAS, the Development Agreement which implemented the planned development zoning for this property provides that the Beresford Avenue extension had to be constructed from MLK westward to the development’s eastern most entrance prior to issuance of the development order for the third phase of the development; and

WHEREAS, the foregoing provision is impossible to comply with because some of the stormwater infrastructure for the Beresford Avenue extension is being constructed within the third phase of the Reserve at Victoria project, and a development order must be issued in order to construct that infrastructure; and

WHEREAS, City staff is comfortable with the developer proceeding with construction of the phase 3 infrastructure at the same time as the Beresford Avenue extension, but specifically wants both the phase 3 construction and Beresford Avenue extension construction to commence at the same times; and

WHEREAS, the Planning Board held a public hearing on January 10, 2024, and recommended approval of the combined preliminary and final plat for Reserve at Victoria Phase 3 but also recommending that the final plat not be executed and recorded until the developer’s portion of the Beresford Avenue extension is completed.

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

Section 1. The City Commission hereby approves the preliminary plat for Reserve at Victoria Phase 3, located at 3000 Dr. Martin Luther King, Jr. Beltway, subject to the developer commencing construction of that portion of the Beresford Avenue extension from Dr. Martin Luther King, Jr., Boulevard to the eastern most point of access into the development either before or contemporaneously with the commencement of construction of Phase 3, and then diligently completing construction of the aforementioned portion of the Beresford Avenue extension.

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

PASSED AND DULY ADOPTED this 5th day of February, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

RESERVE AT VICTORIA - PHASE 3

SECTION 23 , TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED ALONG THE SOUTHERLY LINE OF BERESFORD ROAD; BEING (N89°19'14"E). FOR ANGLE MEASUREMENT ONLY.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINES RELATIVE TO CURVES.
- UNLESS OTHERWISE INDICATED, A STRIP OF LAND 10.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ADJACENT TO ROAD RIGHT-OF-WAY AS DEPICTED HEREON, IS HEREBY RESERVED AS AN EASEMENT FOR PUBLIC UTILITIES.
- UNLESS OTHERWISE INDICATED, A STRIP OF LAND 5.00 FEET WIDE AT THE REAR OF ALL LOTS AND TRACTS AS DEPICTED HEREON, IS HEREBY GRANTED AS AN EASEMENT FOR MAINTENANCE TO THE RESERVE AT VICTORIA HOMEOWNERS ASSOCIATION, INC.
- UNLESS OTHERWISE INDICATED, A STRIP OF LAND 2.50 FEET WIDE ALONG ALL SIDE LOT LINES AS DEPICTED HEREON, IS HEREBY GRANTED AS AN EASEMENT FOR DRAINAGE TO THE RESERVE AT VICTORIA HOMEOWNERS ASSOCIATION, INC.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL PLATTED REAR YARD MAINTENANCE EASEMENTS SHALL PROVIDE THAT EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE MASTER IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE RESERVE AT VICTORIA HOMEOWNERS ASSOCIATION, INC.
- BOUNDARY SURVEY PERFORMED BY ALTAMAX SURVEYING, PROJECT NUMBER 905828, DATED: 08-11-2023.
- STORMWATER DRAINAGE TRACTS "A" AND "B" ARE TO BE OWNED AND MAINTAINED BY THE RESERVE AT VICTORIA HOMEOWNERS' ASSOCIATION, INC.
- COMMON AREA CONSERVATION EASEMENT TRACT "C" IS TO BE OWNED AND MAINTAINED BY THE RESERVE AT VICTORIA HOMEOWNERS' ASSOCIATION, INC.
- COMMON AREA TRACTS "D", "E", "F", "G", "H", "I" AND "J" ARE TO BE OWNED AND MAINTAINED BY THE RESERVE AT VICTORIA HOMEOWNERS' ASSOCIATION, INC.
- THE PROPERTY WITHIN THIS PLAT IS SUBJECT TO ORDINANCE NO. 2020-31 RECORDED IN OFFICIAL RECORDS BOOK 7954, PAGE 4680, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ANY AMENDMENTS THERETO.
- THE PROPERTY WITHIN THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE RESERVE AT VICTORIA HOMEOWNERS' ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 8196, PAGES 2319 THROUGH 2371 AS AMENDED BY THE DOCUMENTS RECORDED IN OFFICIAL RECORDS BOOK 8353, PAGE 3850 AND OFFICIAL RECORDS BOOK 8357, PAGE 783, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ANY AMENDMENTS THERETO.
- THE PROPERTY WITHIN THIS PLAT IS SUBJECT TO THE ENVIRONMENTAL RESOURCE PERMIT AS IDENTIFIED IN THE NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 7987, PAGE 1681, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- A JOINDER AND CONSENT TO DEDICATION BY "FLAGSTAR BANK FSB" FOR THIS PLAT HAS BEEN FILED BY SEPARATE INSTRUMENT AND RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK _____, PAGE _____, AS TO MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 7942, PAGE 3774, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- A JOINDER AND CONSENT TO DEDICATION BY "KH RESERVE AT VICTORIA LLC" FOR THIS PLAT HAS BEEN FILED BY SEPARATE INSTRUMENT AND RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK _____, PAGE _____, AS TO MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 7942, PAGE 3793, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- ALL LOT CORNERS SET WITH 1/2" INCH IRON ROD AND CAP MARKED "ALTAMAX" LB 7833 WHICH DO NOT REQUIRE A PERMANENT REFERENCE MONUMENT OR PERMANENT CONTROL POINT.

LEGEND

- ⬤ - CENTERLINE SYMBOL
Δ - CENTRAL ANGLE
DE - DRAINAGE EASEMENT
ESMT - EASEMENT
IHE - IRRIGATION HOA EASEMENT
HOA - HOME OWNERS ASSOCIATION
L - LENGTH
LB - LICENSED BUSINESS
MB - MAP BOOK
(NR) - NON RADIAL
(NT) - NON-TANGENT
ORB - OFFICIAL RECORDS BOOK
PB - PLAT BOOK
PC - POINT OF CURVATURE
PG - PAGE
POB - POINT OF BEGINNING
PRC - POINT OF REVERSE CURVE
PRM - PERMANENT REFERENCE MONUMENT
PSM - PROFESSIONAL SURVEYOR AND MAPPER
PT - POINT OF TANGENT
R - RADIUS
R/W - RIGHT-OF-WAY
SWE - SIDEWALK EASEMENT
UE - UTILITY EASEMENT
⊙ - SET NAIL & DISK STAMPED (PCP LB 7833)
□ - SET 4" X 4" CONCRETE MONUMENT
STAMPED PRM LB 7833 (UNLESS OTHERWISE NOTED)
■ - FOUND 4" X 4" CONCRETE MONUMENT
STAMPED PRM LB 8205 (UNLESS OTHERWISE NOTED)

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGAL DESCRIPTION:

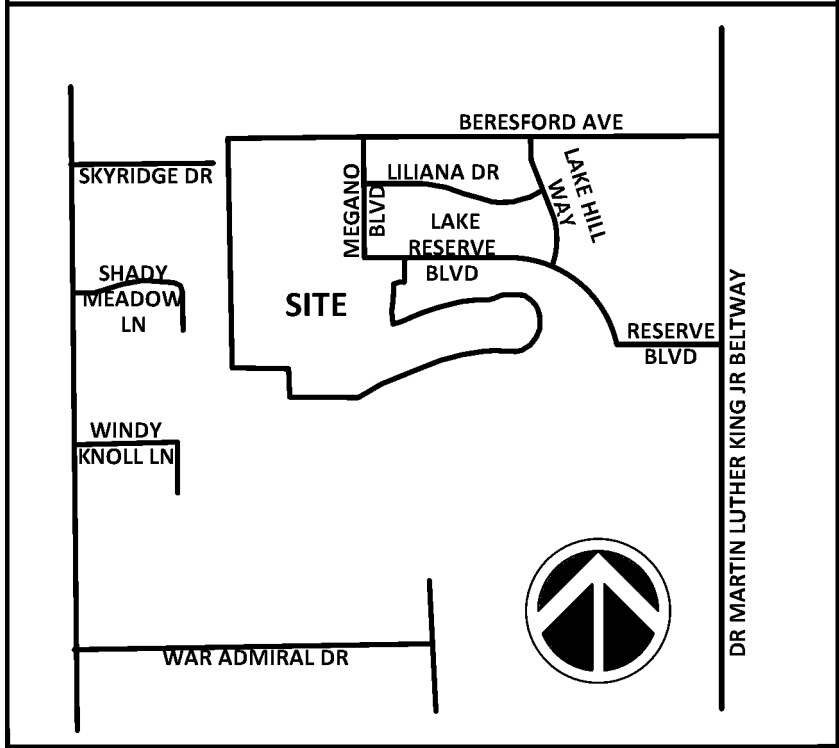
BEING PORTIONS OF THE NORTHEAST ONE-QUARTER AND THE EASTERLY ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, LYING NORTHERLY OF RESERVE AT VICTORIA - PHASE 1, AS RECORDED IN MAP BOOK 65, PAGE(S) 19 THROUGH 34, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND LYING WESTERLY OF RESERVE AT VICTORIA - PHASE 2, AS RECORDED IN MAP BOOK 63, PAGE(S) 43 THROUGH 50, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO LYING SOUTHERLY OF BERESFORD AVENUE (A 130 FOOT RIGHT-OF-WAY).

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWEST CORNER OF TRACT "L", RESERVE AT VICTORIA - PHASE 2, AS RECORDED IN MAP BOOK 63, PAGE(S) 43 THROUGH 50, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF BERESFORD AVENUE (130 FOOT RIGHT-OF-WAY) PER OFFICIAL RECORD BOOK 8189, PAGE(S) 2837 THROUGH 2838, AS RECORDED IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 40 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF SAID RESERVE AT VICTORIA- PHASE 2, A DISTANCE OF 169.95 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 25 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 35 SECONDS EAST, DISTANCE OF 50.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 25 SECONDS WEST, A DISTANCE OF 20.34 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 384.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 18.98 FEET TO A POINT OF CURVE, CONCAVE WESTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 58 DEGREES 14 MINUTES 35 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 28 DEGREES 49 MINUTES 48 SECONDS WEST, A CHORD DISTANCE OF 24.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 25.41 FEET TO A POINT OF REVERSE CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 26 DEGREES 40 MINUTES 37 SECONDS, A RADIUS OF 70.00 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 36 MINUTES 48 SECONDS WEST, A CHORD DISTANCE OF 32.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 32.59 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 58 DEGREES 14 MINUTES 35 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 60 DEGREES 23 MINUTES 47 SECONDS WEST, A CHORD DISTANCE OF 24.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 25.41 FEET TO A POINT OF NON-TANGENT; THENCE SOUTH 00 DEGREES 29 MINUTES 58 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 58 DEGREES 12 MINUTES 31 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 20 MINUTES 36 SECONDS EAST, A CHORD DISTANCE OF 24.32 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 25.40 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 26 DEGREES 54 MINUTES 17 SECONDS, A RADIUS OF 70.00 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 41 MINUTES 29 SECONDS EAST, A CHORD DISTANCE OF 32.57 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 32.87 FEET TO A POINT OF REVERSE CURVE, CONCAVE WESTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 56 DEGREES 33 MINUTES 27 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 28 DEGREES 31 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 23.69 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 24.68 FEET TO A POINT OF TANGENT; THENCE SOUTH 00 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 1.79 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 330.16 FEET TO A POINT OF CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 08 DEGREES 07 MINUTES 36 SECONDS, A RADIUS OF 457.00 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 21 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 64.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 64.82 FEET TO A POINT OF NON-TANGENT; THENCE NORTH 61 DEGREES 59 MINUTES 06 SECONDS EAST, A DISTANCE OF 111.36 FEET TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 22 DEGREES 17 MINUTES 31 SECONDS, A RADIUS OF 1143.00 FEET, A CHORD BEARING OF NORTH 73 DEGREES 07 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 441.91 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 444.71 FEET; THENCE NORTH 84 DEGREES 16 MINUTES 37 SECONDS EAST, A DISTANCE OF 189.91 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 245 DEGREES 12 MINUTES 47 SECONDS, A RADIUS OF 184.00 FEET, SAID RADIUS POINT BEING ON A BEARING OF SOUTH 38 DEGREES 19 MINUTES 46 SECONDS EAST FROM LAST CALL, A CHORD BEARING OF SOUTH 05 DEGREES 43 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 310.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 787.48 FEET TO A POINT OF NON TANGENT, SAID POINT BEING ON THE NORTHERLY LINE OF TRACT "A", RESERVE AT VICTORIA-PHASE 1, AS RECORDED IN MAP BOOK 65, PAGE(S) 19 THROUGH 34, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 84 DEGREES 16 MINUTES 37 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 189.91 FEET TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 22 DEGREES 17 MINUTES 31 SECONDS, A RADIUS OF 833.00 FEET, A CHORD BEARING OF SOUTH 73 DEGREES 07 MINUTES 52 SECONDS WEST, A CHORD DISTANCE OF 322.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 324.10 FEET TO POINT OF TANGENT; THENCE SOUTH 61 DEGREES 59 MINUTES 06 SECONDS WEST, A DISTANCE OF 110.12 FEET TO A POINT ON LOT 20 OF SAID RESERVE AT VICTORIA PHASE 1, SAID POINT BEING ON A CURVE THAT IS NON-TANGENT AND SAID LINE BEING NON-RADIAL, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 07 DEGREES 40 MINUTES 09 SECONDS, A RADIUS OF 457.00 FEET, A CHORD BEARING OF NORTH 44 DEGREES 14 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 61.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 61.1 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 55 SECONDS WEST ALONG A RADIAL LINE TO SAID CURVE, A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MEGANO BOULEVARD (A 50' R/W) OF SAID RESERVE AT VICTORIA - PHASE 1, SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 04 DEGREES 13 MINUTES 50 SECONDS, A RADIUS OF 587.00 FEET, A CHORD BEARING OF NORTH 38 DEGREES 17 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 43.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 43.34 FEET TO A POINT OF COMPOUND CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 20 DEGREES 58 MINUTES 02 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 25 DEGREES 41 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 9.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 9.15 FEET; THENCE SOUTH 74 DEGREES 47 MINUTES 46 SECONDS WEST ALONG A RADIAL LINE TO SAID CURVE, A DISTANCE OF 12.23 FEET; THENCE SOUTH 53 DEGREES 31 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.47 FEET TO A POINT ON A CURVE, SAID LINE BEING NON-RADIAL TO CURVE, CONCAVE SOUTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 03 DEGREES 23 MINUTES 14 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 46 DEGREES 43 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 1.48 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 1.48 FEET TO A POINT OF NON-TANGENT; THENCE SOUTH 51 DEGREES 05 MINUTES 25 SECONDS WEST AND BEING A NON-RADIAL LINE TO SAID CURVE, A DISTANCE OF 50.90 FEET; THENCE SOUTH 38 DEGREES 54 MINUTES 35 SECONDS EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 51 DEGREES 05 MINUTES 25 SECONDS WEST, A DISTANCE OF 80.02 FEET; THENCE SOUTH 34 DEGREES 54 MINUTES 19 SECONDS WEST, A DISTANCE OF 43.58 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 04 SECONDS WEST, A DISTANCE OF 500.00 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 49 SECONDS WEST, A DISTANCE OF 180.01 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 04 SECONDS WEST, A DISTANCE OF 105.27 FEET TO A POINT OF CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 70 DEGREES 56 MINUTES 23 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 55 DEGREES 00 MINUTES 44 SECONDS WEST, A CHORD DISTANCE OF 29.01 FEET; THENCE ALONG THE ARC OF SAID CURVE, A LENGTH OF 30.95 FEET TO A POINT OF NON-TANGENT; THENCE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS WEST AND BEING NON-RADIAL TO SAID CURVE, A DISTANCE OF 51.29 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 49 SECONDS EAST, A DISTANCE OF 11.29 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 190.18 FEET TO THE NORTH-WESTERLY CORNER OF AFORESAID RESERVE AT VICTORIA - PHASE 1, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE EASTERLY ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY FLORIDA, SAID POINT ALSO BEING THE EASTERLY LINE OF SHADY MEADOWS ESTATES, AS RECORDED IN MAP BOOK 50, PAGE(S) 189 THROUGH 191, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY LINE OF SAID RESERVE AT VICTORIA - PHASE 1, NORTH 01 DEGREES 05 MINUTES 35 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 1445.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BERESFORD AVENUE (130 FOOT RIGHT-OF-WAY) PER OFFICIAL RECORD BOOK 8189, PAGE(S) 2837 THROUGH 2838, AS RECORDED IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 19 MINUTES 14 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID BERESFORD AVENUE, A DISTANCE OF 819.21 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,732,105 SQUARE FEET OR 39.764 ACRES, MORE OR LESS.

VICINITY MAP (Not to Scale)



INDEX OF SHEETS:

- SHEET 1 - COVER, LEGAL DESCRIPTION, DEDICATIONS, NOTES, LEGEND, AND VICINITY MAP
SHEET 2 - KEY MAP
SHEET 3 - DETAIL SHEET
SHEET 4 - DETAIL SHEET
SHEET 5 - DETAIL SHEET
SHEET 6 - DETAIL SHEET
SHEET 7 - DETAIL SHEET
SHEET 8 - DETAIL SHEET
SHEET 9 - DETAIL SHEET
SHEET 10 - DETAIL SHEET

DIMENSIONAL REQUIREMENTS

MINIMAL LOT SIZE:	6,000 SF
MINIMUM LOT WIDTH:	50 FT
FRONT YARD SETBACK:	20 FT (17.5 FT FOR PORCH)
REAR YARD SETBACK:	20 FT
SIDE YARD SETBACK:	5 FT (15 FT FOR CORNER LOT)
GARAGE FRONT FACING SETBACK:	25 FT
GARAGE SIDE FACING SETBACK:	20 FT
SWIMMING POOL, SIDE AND REAR SETBACK:	54 FT
BUILDING HEIGHT:	30 FT (2 STORIES)
MAXIMUM LOT IMPERVIOUS SURFACE:	70%
MINIMUM FLOOR AREA:	50 SF

SHEET 1 OF 10

MAP BOOK:

PAGE:

RESERVE AT VICTORIA - PHASE 3

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, AJP I OF VOLUSIA, LLC., BEING A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DOES HEREBY DEDICATE SAID LANDS AND PLAT ENTITLED "RESERVE AT VICTORIA - PHASE 3" FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY: (1) DEDICATES AND CONVEYS THE FEE SIMPLE TITLE TO TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "J" TO THE RESERVE AT VICTORIA HOMEOWNERS' ASSOCIATION, INC.; (2) 5.00' EASEMENTS FOR MAINTENANCE ACROSS THE REAR OF ALL LOTS AS DEPICTED HEREON ARE GRANTED TO THE RESERVE AT VICTORIA HOMEOWNERS' ASSOCIATION, INC. (3) 2.50' EASEMENTS FOR DRAINAGE ON SIDE LOT LINES AS DEPICTED HEREON ARE GRANTED TO THE RESERVE AT VICTORIA HOMEOWNERS' ASSOCIATION, INC. AND (4) DEDICATES ALL PUBLIC ROAD RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO.

AJP I OF VOLUSIA, LLC

BY:

JAMES W. PAYTAS, III, AMBR

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS

PRINTED NAME

WITNESS

PRINTED NAME

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2023, BY JAMES PAYTAS, III, AUTHORIZED SIGNATORY OF AJP I OF VOLUSIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. SAID PERSON ☐ IS PERSONALLY KNOWN TO ME, OR ☐ HAS PRODUCED AS IDENTIFICATION: _____

NOTARY PUBLIC, STATE OF FLORIDA

[NOTARY STAMP]

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS AND ALL APPLICABLE REGULATIONS IN THE RESERVE AT VICTORIA PHASE 3 SUBDIVISION, OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-147 OF THE CITY CODE HAD BEEN RECEIVED.

BY:

CITY ENGINEER

DATE:

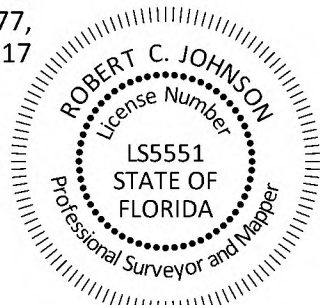
QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IS A FLORIDA REGISTERED SURVEYOR AND MAPPER, THAT THE FOREGOING PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND THAT PERMANENT CONTROL POINTS HAVE BEEN OR WILL BE PLACED AS REQUIRED BY ALL STATE AND LOCAL REGULATIONS, AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. THE LAND DESCRIBED HEREON LIES IN SECTION 23 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY FLORIDA.

ROBERT C. JOHNSON, PSM #5551

DATE

ALTAMAX SURVEYING - LB 7833
910 BELLE AVENUE, SUITE 1100
CASSELLBERRY, FLORIDA 32708



CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. NO CONFIRMATION OF MATHEMATICAL CLOSURE OR THE PLACEMENT OF PRM'S AND PCP'S IN THE FIELD WAS MADE IN THIS REVIEW.

CPH, LLC, L.B. #7143
500 FULTON STREET
SANFORD, FL 32771

FOR THE FIRM BY:

DATE

RANDALL L. ROBERTS, R.L.S.
FLORIDA REGISTRATION NO. 3144
STATE OF FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

THE DELAND CITY COMMISSION DOES HEREBY APPROVE THE FINAL PLAT OF RESERVE AT VICTORIA - PHASE 3.

BY:

MAYOR OF THE CITY OF DELAND

DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M./P.M.

BY:

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA.

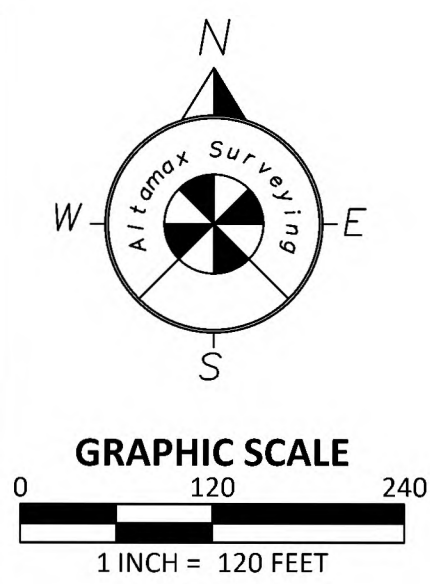
FILE NO. _____

RESERVE AT VICTORIA - PHASE 3
SECTION 23 , TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

SHEET 2 OF 10

MAP BOOK:

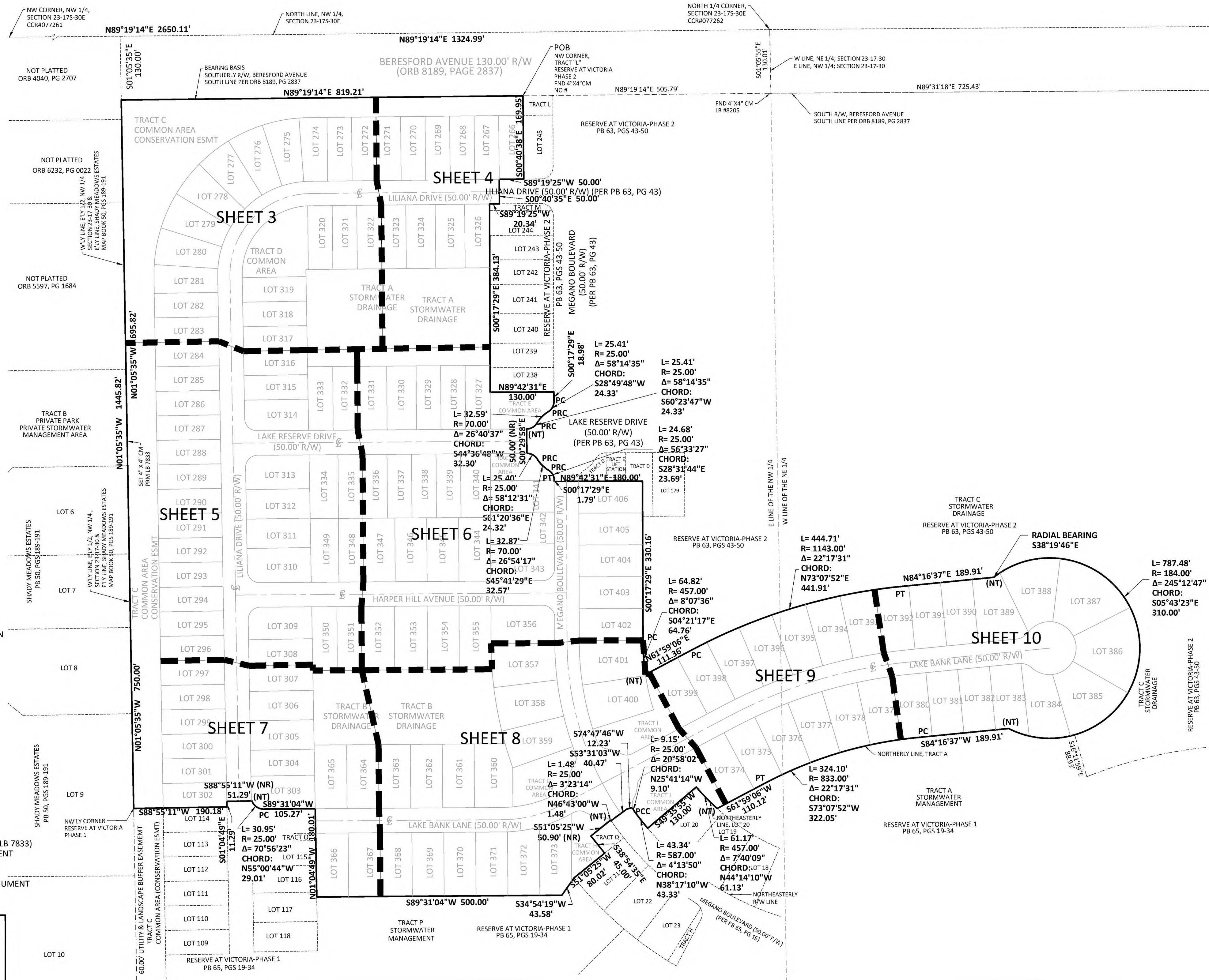
PAGE:



LEGEND

- CENTERLINE SYMBOL
- Δ - CENTRAL ANGLE
- DE - DRAINAGE EASEMENT
- ESMT - EASEMENT
- IHE - IRRIGATION HOA EASEMENT
- HOA - HOME OWNERS ASSOCIATION
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- (NR) - NON RADIAL
- (NT) - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- PRC - POINT OF REVERSE CURVE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- PT - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT-OF-WAY
- SWE - SIDEWALK EASEMENT
- UE - UTILITY EASEMENT
- SET NAIL & DISK STAMPED (PCP LB 7833)
- SET 4" X 4" CONCRETE MONUMENT STAMPED PRM LB 7833 (UNLESS OTHERWISE NOTED)
- FOUND 4" X 4" CONCRETE MONUMENT STAMPED PRM LB 8205 (UNLESS OTHERWISE NOTED)

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KEY SHEET

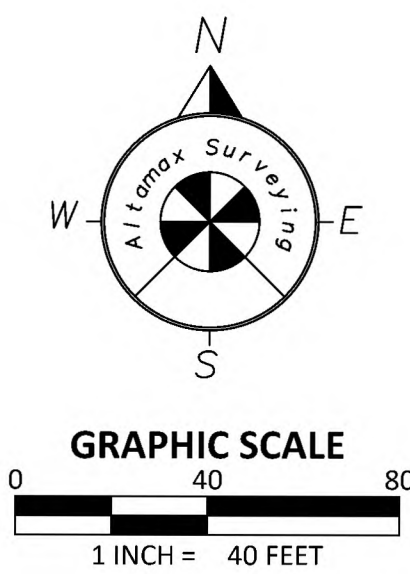
RESERVE AT VICTORIA - PHASE 3

SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

SHEET 3 OF 10

MAP BOOK:

PAGE:



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	165.00'	90°24'14"	260.34'	S44°07'18"W	234.17'
C6	190.00'	90°24'14"	299.79'	S44°07'24"W	269.65'
C34	140.00'	90°24'04"	220.89'	S44°07'24"W	198.68'
C35	190.00'	3°46'39"	12.53'	N87°26'06"E	12.52'
C36	190.00'	13°40'27"	45.35'	N78°42'33"E	45.24'
C37	190.00'	13°40'27"	45.35'	S65°02'05"W	45.24'
C38	190.00'	13°40'27"	45.35'	S51°21'38"W	45.24'
C39	190.00'	13°40'27"	45.35'	S37°41'10"W	45.24'
C40	190.00'	13°40'27"	45.35'	N24°00'43"E	45.24'
C41	190.00'	13°40'27"	45.35'	N10°20'16"E	45.24'
C42	190.00'	4°34'51"	15.19'	N01°12'36"E	15.19'
C78	140.00'	88°19'44"	215.83'	N43°05'13"E	195.08'
C79	140.00'	2°04'21"	5.06'	S88°17'16"W	5.06'
C80	320.00'	90°24'14"	504.91'	N44°07'18"E	454.14'
C81	320.00'	3°46'39"	21.10'	S87°26'06"W	21.09'
C82	320.00'	13°40'27"	76.37'	S78°42'33"W	76.19'
C83	320.00'	13°40'27"	76.37'	S65°02'05"E	76.19'
C84	320.00'	13°40'27"	76.37'	S51°21'38"W	76.19'
C85	320.00'	13°40'27"	76.37'	S37°41'10"W	76.19'
C86	320.00'	13°40'27"	76.37'	S24°00'43"W	76.19'
C87	320.00'	13°40'27"	76.37'	N10°20'16"E	76.19'
C88	320.00'	4°34'51"	25.58'	N01°12'36"E	25.58'
C117	140.00'	25°33'25"	62.45'	N74°28'23"E	61.93'
C118	140.00'	8°15'22"	20.17'	N57°33'59"E	20.16'
C119	140.00'	54°30'56"	133.21'	N26°10'50"E	128.24'

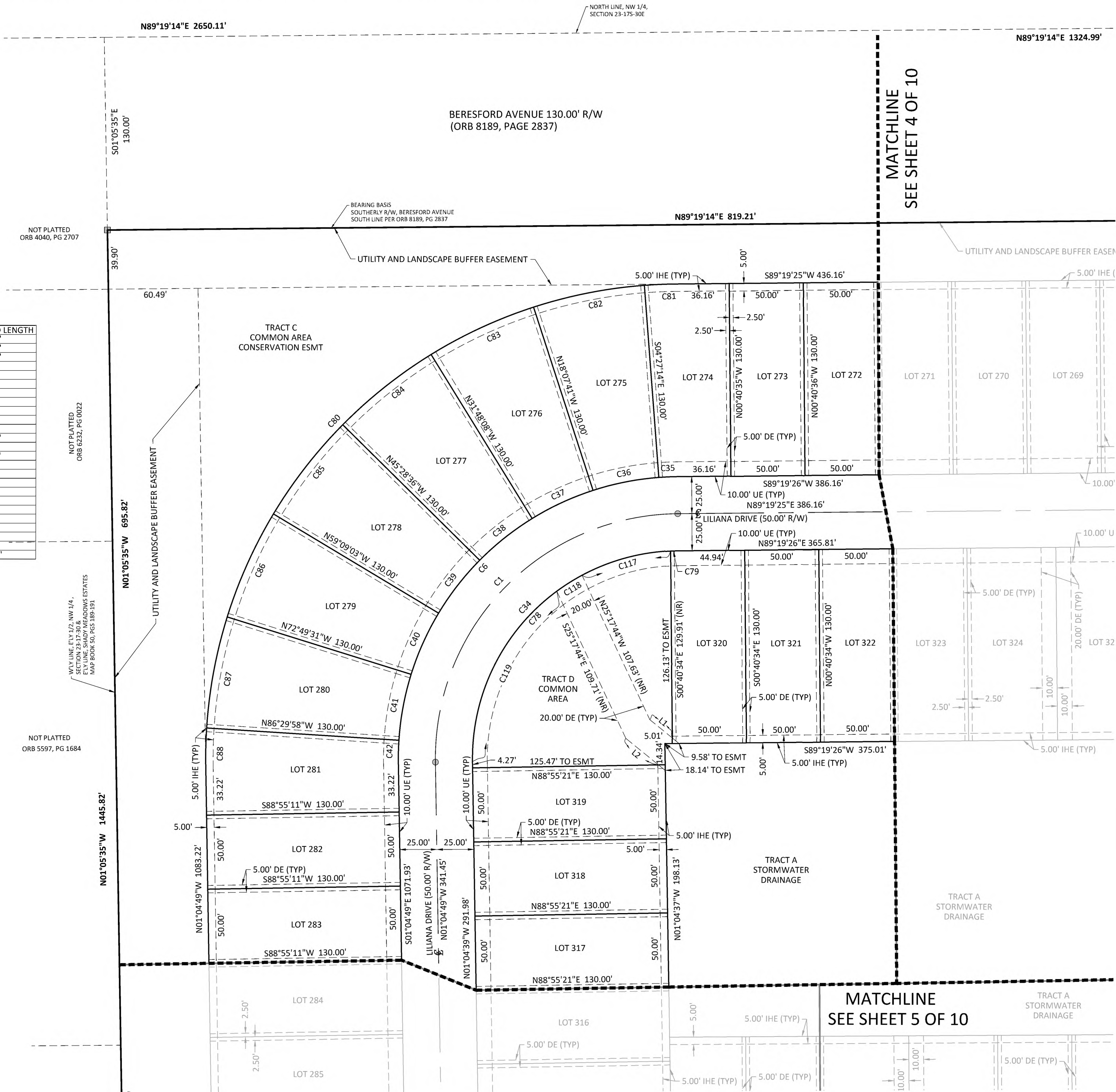
LINE	BEARING	DISTANCE
L1	N51°07'03"W	19.49'
L2	N51°07'03"W	28.35'

LEGEND

- CENTERLINE SYMBOL
- CENTRAL ANGLE
- DE - DRAINAGE EASEMENT
- ESMT - EASEMENT
- IHE - IRRIGATION HOA EASEMENT
- HOA - HOME OWNERS ASSOCIATION
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- R - RADIUS
- R/W - RIGHT-OF-WAY
- SWE - SIDEWALK EASEMENT
- UE - UTILITY EASEMENT
- SET NAIL & DISK STAMPED (PCP LB 7833)
- FOUND 4' X 4" CONCRETE MONUMENT STAMPED PRM LB 7833 (UNLESS OTHERWISE NOTED)
- FOUND 4' X 4" CONCRETE MONUMENT STAMPED PRM LB 8205 (UNLESS OTHERWISE NOTED)

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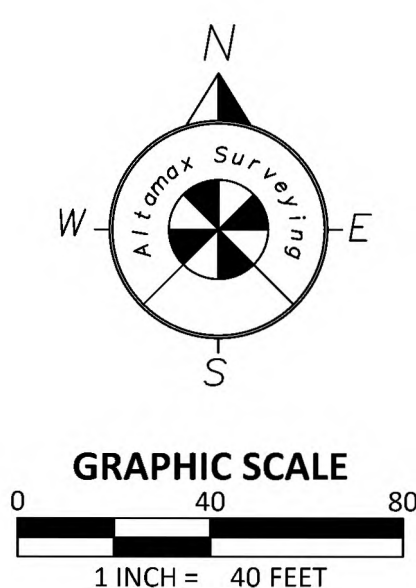
RESERVE AT VICTORIA - PHASE 3

SECTION 23 , TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

SHEET 4 OF 10

MAP BOOK:

PAGE:

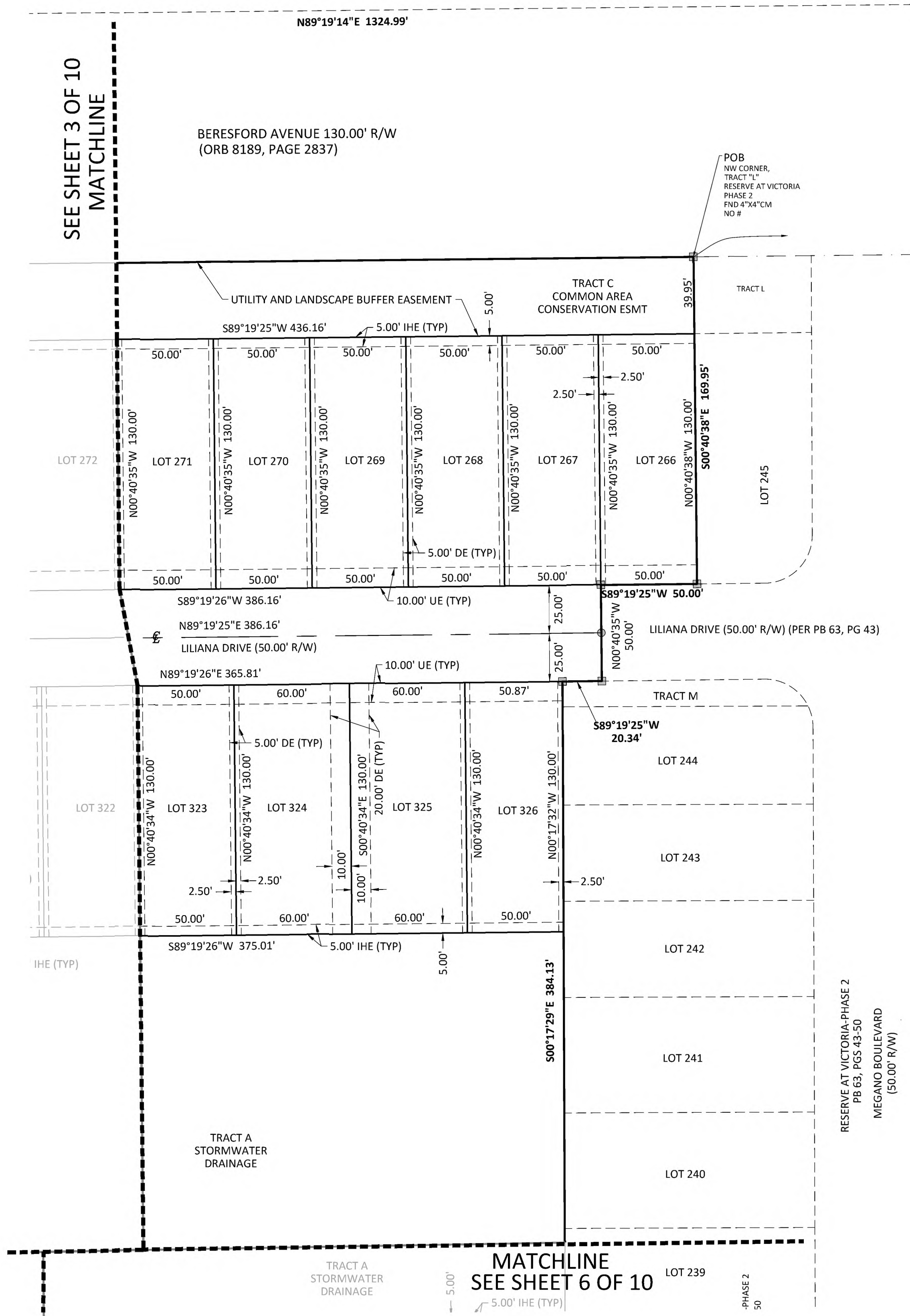


LEGEND

- CENTERLINE SYMBOL
- CENTRAL ANGLE
- DE - DRAINAGE EASEMENT
- ESMT - EASEMENT
- IHE - IRRIGATION HOA EASEMENT
- HOA - HOME OWNERS ASSOCIATION
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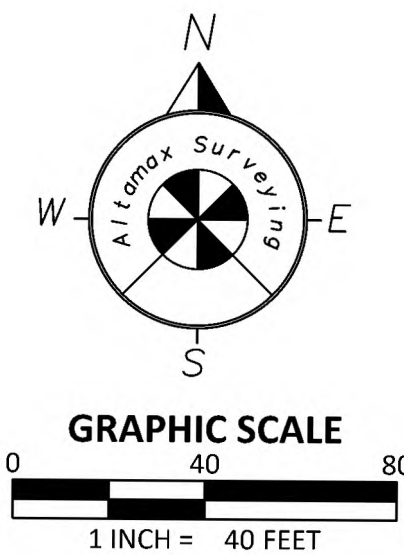
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SHEET 5 OF 10	MAP BOOK:	PAGE:
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SHEET 5 OF 10	MAP BOOK:	PAGE:
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CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C7	25.00'	90°35'53"	39.53'	N44°13'08"E	35.54'
C31	25.00'	89°24'07"	39.01'	S45°46'52"E	35.17'
C32	25.00'	90°35'53"	39.53'	N44°13'08"E	35.54'
C33	25.00'	89°24'17"	39.01'	N45°46'47"W	35.17'

LEGEND

- Δ - CENTERLINE SYMBOL
 Δ - CENTRAL ANGLE
 DE - DRAINAGE EASEMENT
 ESMT - EASEMENT
 HOA - HORMIGUE HOA EASEMENT
 IHE - HOME OWNERS ASSOCIATION
 L - LENGTH
 LB - LICENSED BUSINESS
 MB - MAP BOOK
 (NR) - NON RADIAL
 (NT) - NON-TANGENT
 ORB - OFFICIAL RECORDS BOOK
 PB - PLAT BOOK
 PC - POINT OF CURVATURE
 PG - PAGE
 POB - POINT OF BEGINNING
 PRC - POINT OF REVERSE CURVE
 PRM - PERMANENT REFERENCE
 MONUMENT
 PSM - PROFESSIONAL SURVEYOR
 AND MAPPER
 PT - POINT OF TANGENT
 R - RADIUS
 R/W - RIGHT-OF-WAY
 SWE - SIDEWALK EASEMENT
 UE - UTILITY EASEMENT
 ● - SET NAIL & DISK STAMPED (PCP LB 7833)
 ○ - SET 4" X 4" CONCRETE MONUMENT
 □ - SET 4" X 4" RM 7833
 (UNLESS OTHERWISE NOTED)
 ■ - FOUND 4" X 4" CONCRETE MONUMENT
 STAMPED PRM LB 8205
 (UNLESS OTHERWISE NOTED)

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SEE SHEET 3 OF 10
MATCHLINE

TRACT B
PRIVATE PARK
PRIVATE STORMWATER
MANAGEMENT AREA

SHADY MEADOWS ESTATES
 2005-06-01-00-00-00

W'LY LINE, E'LY 1/2, NW 1/4,
SECTION 23-17-30 &
E'LY LINE, SHADY MEADOWS E
MAD ROCK EQ. DCE 190. 101

LOT

MATCHLINE
SEE SHEET 7 OF 10

N01°05'35"W 695.82'

N01°05'35"W 750.00'

F

1

TRACT C
UTILITY AND LANDSCAPE BUFFER EASEMENT

COMMON AREA
CONSERVATION ESMT

LOT 283

LOT 284

LOT 285

LOT 286

LOT 287

LOT 288

LOT 289

LOT 290

LOT 291

LOT 292

LOT 293

LOT 294

LOT 295

LOT 296

LOT 297

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

LOT 316

LOT 330

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

LOT 338

LOT 339

LOT 340

LOT 341

LOT 342

LOT 343

LOT 344

LOT 345

LOT 346

LOT 347

LOT 348

LOT 349

LOT 350

LOT 351

LOT 352

LILIANA DRIVE (50.00' R/W)

LAKE RESERVE DRIVE (50.00' R/W)

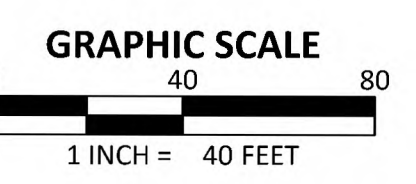
HARPER HILL AVENUE (50.00' R/W)

MATCHLINE
SEE SHEET 6 OF 10

MATCHLINE
SEE SHEET 6 OF 10

PAGE:

SECTION 23 , TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C8	25.00'	90°11'26"	39.35'	N45°23'12"W	35.41'
C30	25.00'	89°48'34"	39.19'	S44°36'48"W	35.30'

- # LEGEND
- | | |
|------|---|
| CL | - CENTERLINE SYMBOL |
| CA | - CENTRAL ANGLE |
| DE | - DRAINAGE EASEMENT |
| ESMT | - EASEMENT |
| IHE | - IRRIGATION HOA EASEMENT |
| HOA | - HOME OWNERS ASSOCIATION |
| L | - LENGTH |
| LB | - LICENSED BUSINESS |
| MB | - MAP BOOK |
| (NR) | - NON RADIAL |
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| ORB | - OFFICIAL RECORDS BOOK |
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| PC | - POINT OF CURVATURE |
| PG | - PAGE |
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| PSM | - PROFESSIONAL SURVEYOR AND MAPPER |
| PT | - POINT OF TANGENT |
| R | - RADIUS |
| R/W | - RIGHT-OF-WAY |
| SWE | - SIDEWALK EASEMENT |
| UE | - UTILITY EASEMENT |
| ⊙ | - SET NAIL & DISK STAMPED (PCP LB 7833) |
| ⊙ | - SET "4" X 4" CONCRETE MONUMENT |
| ■ | - STAMPED PRM LB 7833 (UNLESS OTHERWISE NOTED) |
| ■ | - FOUND "4" X 4" CONCRETE MONUMENT STAMPED PRM LB 8205 (UNLESS OTHERWISE NOTED) |

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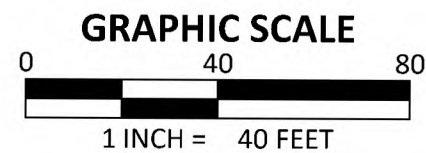
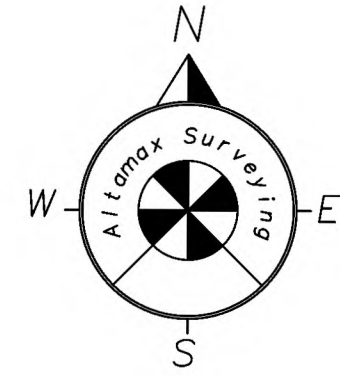
RESERVE AT VICTORIA - PHASE 3

SECTION 23 , TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

SHEET 7 OF 10

MAP BOOK:

PAGE:



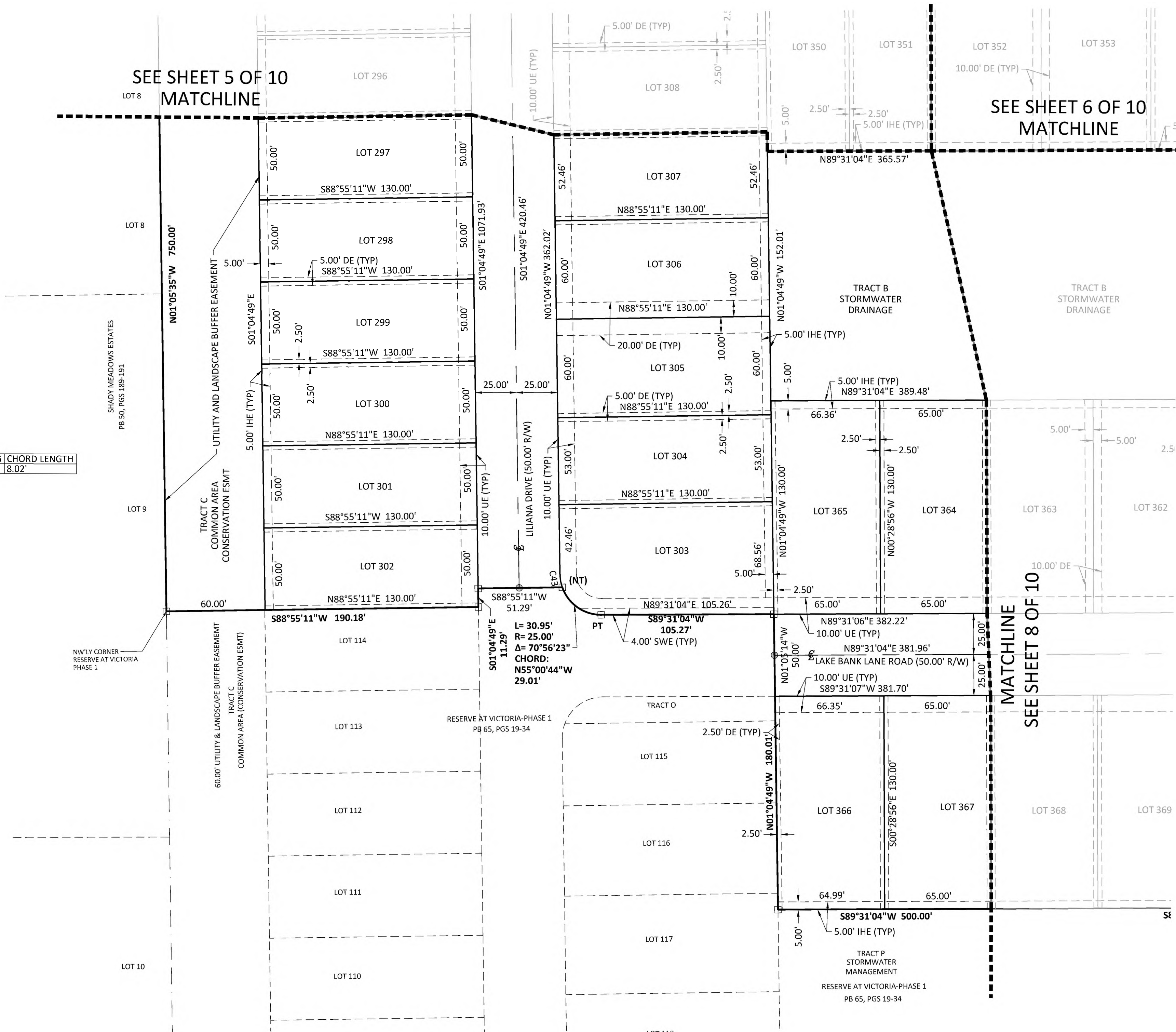
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C43	24.66'	18°43'11"	8.06'	S10°21'13"E	8.02'

LEGEND

- ⊕ - CENTERLINE SYMBOL
- Δ - CENTRAL ANGLE
- DE - DRAINAGE EASEMENT
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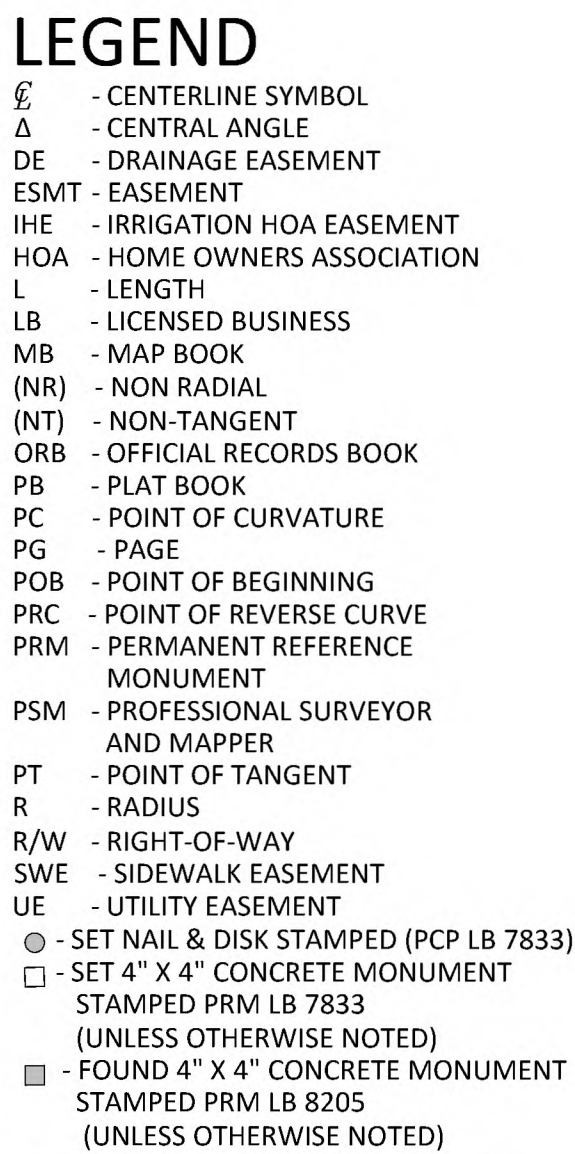
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SHEET 8 OF 10	MAP BOOK:	PAGE:
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MAP BOOK: PAGE:



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C2	612.00'	27°53'05"	297.85'	N14°14'02"W	294.92'
C3	622.00'	27°31'58"	125.90'	N75°40'05"E	122.69'
C5	612.00'	6°45'49"	72.15'	N31°33'13"E	72.11'
C6	632.00'	20°40'58"	226.95'	S08°20'36"E	227.70'
C10	25.00'	53°37'30"	23.40'	S05°50'18"E	22.55'
C11	70.00'	28°56'33"	35.36'	N18°10'46"E	34.99'
C12	25.00'	58°16'36"	25.43'	N32°50'48"E	24.35'
C13	244.46'	29°59'05"	127.93'	N74°14'15"E	126.48'
C14	287.00'	27°31'58"	137.49'	S75°40'05"E	136.59'
C15	70.00'	29°11'22"	35.66'	S08°20'36"E	24.35'
C16	70.00'	29°11'22"	35.66'	N74°20'11"E	58.18'
C17	25.00'	43°58'15"	19.19'	N67°00'35"W	18.72'
C18	24.93'	42°32'46"	18.51'	S05°59'28"W	18.09'
C19	70.00'	23°27'30"	28.66'	S15°30'17"W	28.46'
C20	25.00'	58°12'34"	25.40'	S32°52'49"W	24.32'
C26	25.00'	58°16'36"	25.43'	S88°52'36"E	24.35'
C27	70.00'	23°50'02"	27.67'	S17°32'33"E	26.28'
C28	25.00'	63°24'17"	27.67'	S51°52'32"E	26.28'
C29	587.00'	19°52'55"	203.69'	S10°13'57"E	202.67'
C44	637.00'	6°45'00"	75.04'	N03°39'59"W	75.00'
C45	637.00'	6°45'00"	75.04'	N10°24'59"W	75.00'
C46	637.00'	5°50'57"	65.03'	N16°42'57"E	65.00'
C47	637.00'	1°20'02"	14.83'	N89°26'26"W	14.82'
C48	644.00'	25°03'56"	106.94'	N71°46'46"E	106.99'
C49	244.46'	45°10'30"	20.99'	S86°46'16"E	20.98'
C50	287.00'	15°55'37"	9.65'	S88°33'16"E	9.65'
C51	287.00'	13°08'58"	65.87'	N81°00'59"E	65.72'
C52	287.00'	12°29'24"	62.40'	N68°12'58"E	62.25'
C75	587.00'	2°27'04"	14.45'	N18°55'52"E	25.47'
C76	587.00'	9°00'32"	91.40'	N21°00'32"E	91.40'
C77	587.00'	8°23'19"	85.94'	S04°29'09"E	85.87'
C89	767.00'	11°31'58"	154.38'	N10°00'14"W	154.12'
C90	767.00'	3°52'12"	51.81'	S17°42'19"E	51.80'
C91	767.00'	5°50'57"	78.30'	S16°42'57"E	78.27'
C92	767.00'	6°45'00"	90.36'	S10°24'59"E	90.31'
C93	767.00'	6°45'00"	90.36'	S08°20'36"E	90.31'
C94	452.08'	9°22'19"	73.95'	N13°03'07"W	73.87'
C95	452.08'	0°15'54"	2.09'	S08°29'55"E	2.09'
C96	452.08'	9°06'25"	71.86'	N13°11'05"W	71.78'

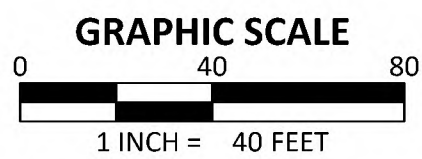
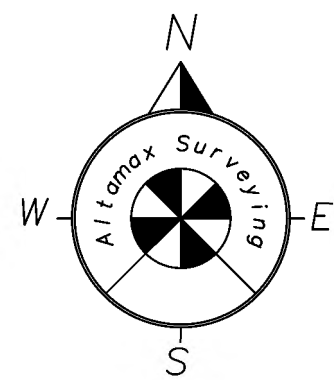
RESERVE AT VICTORIA - PHASE 3

SECTION 23 , TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

SHEET 9 OF 10

MAP BOOK:

PAGE:

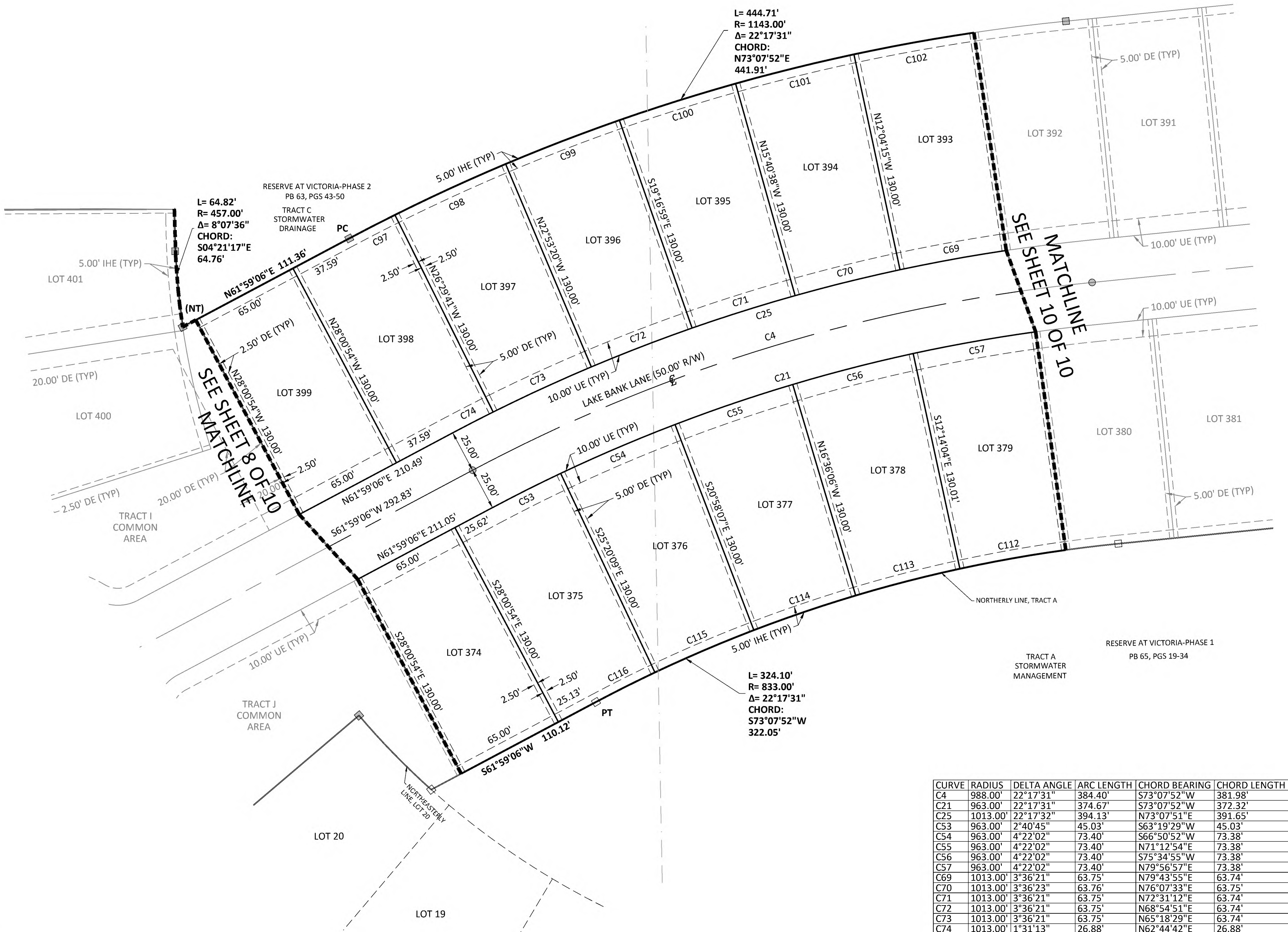


LEGEND

- C - CENTERLINE SYMBOL
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- ESMT - EASEMENT
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CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C4	988.00'	22°17'31"	384.40'	S73°07'52"W	381.98'
C21	963.00'	22°17'31"	374.67'	S73°07'52"W	372.32'
C25	1013.00'	22°17'32"	394.13'	N73°07'51"E	391.65'
C53	963.00'	2°40'45"	45.03'	S63°19'29"W	45.03'
C54	963.00'	4°22'02"	73.40'	S66°50'52"W	73.38'
C55	963.00'	4°22'02"	73.40'	N71°12'54"E	73.38'
C56	963.00'	4°22'02"	73.40'	S75°34'55"W	73.38'
C57	963.00'	4°22'02"	73.40'	N79°56'57"E	73.38'
C69	1013.00'	3°36'21"	63.75'	N79°43'55"E	63.74'
C70	1013.00'	3°36'23"	63.76'	N76°07'33"E	63.75'
C71	1013.00'	3°36'21"	63.75'	N72°31'12"E	63.74'
C72	1013.00'	3°36'21"	63.75'	N68°54'51"E	63.74'
C73	1013.00'	3°36'21"	63.75'	N65°18'29"E	63.74'
C74	1013.00'	1°31'13"	26.88'	N62°44'42"E	26.88'
C97	1143.00'	1°31'13"	30.33'	N62°44'42"E	30.33'
C98	1143.00'	3°36'21"	71.93'	N65°18'29"E	71.92'
C99	1143.00'	3°36'21"	71.93'	S68°54'51"W	71.92'
C100	1143.00'	3°36'21"	71.93'	N72°31'12"E	71.92'
C101	1143.00'	3°36'23"	71.94'	N76°07'33"E	71.93'
C102	1143.00'	3°36'21"	71.93'	S79°43'55"W	71.92'
C112	833.00'	4°22'02"	63.49'	S79°56'55"W	63.48'
C113	833.00'	4°22'01"	63.49'	S75°34'53"W	63.48'
C114	833.00'	4°22'01"	63.49'	N71°12'52"E	63.48'
C115	833.00'	4°22'01"	63.49'	N66°50'50"E	63.48'
C116	833.00'	2°40'43"	38.94'	N63°19'28"E	38.94'

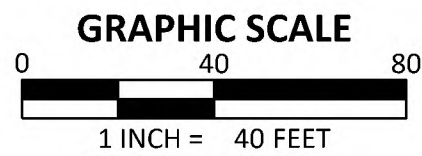
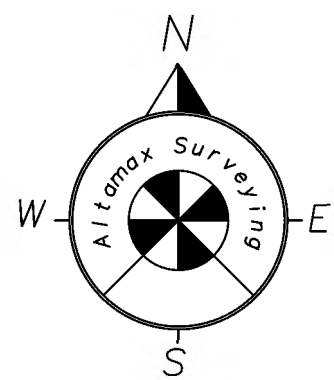
RESERVE AT VICTORIA - PHASE 3

SECTION 23 , TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

SHEET 10 OF 10

MAP BOOK:

PAGE:

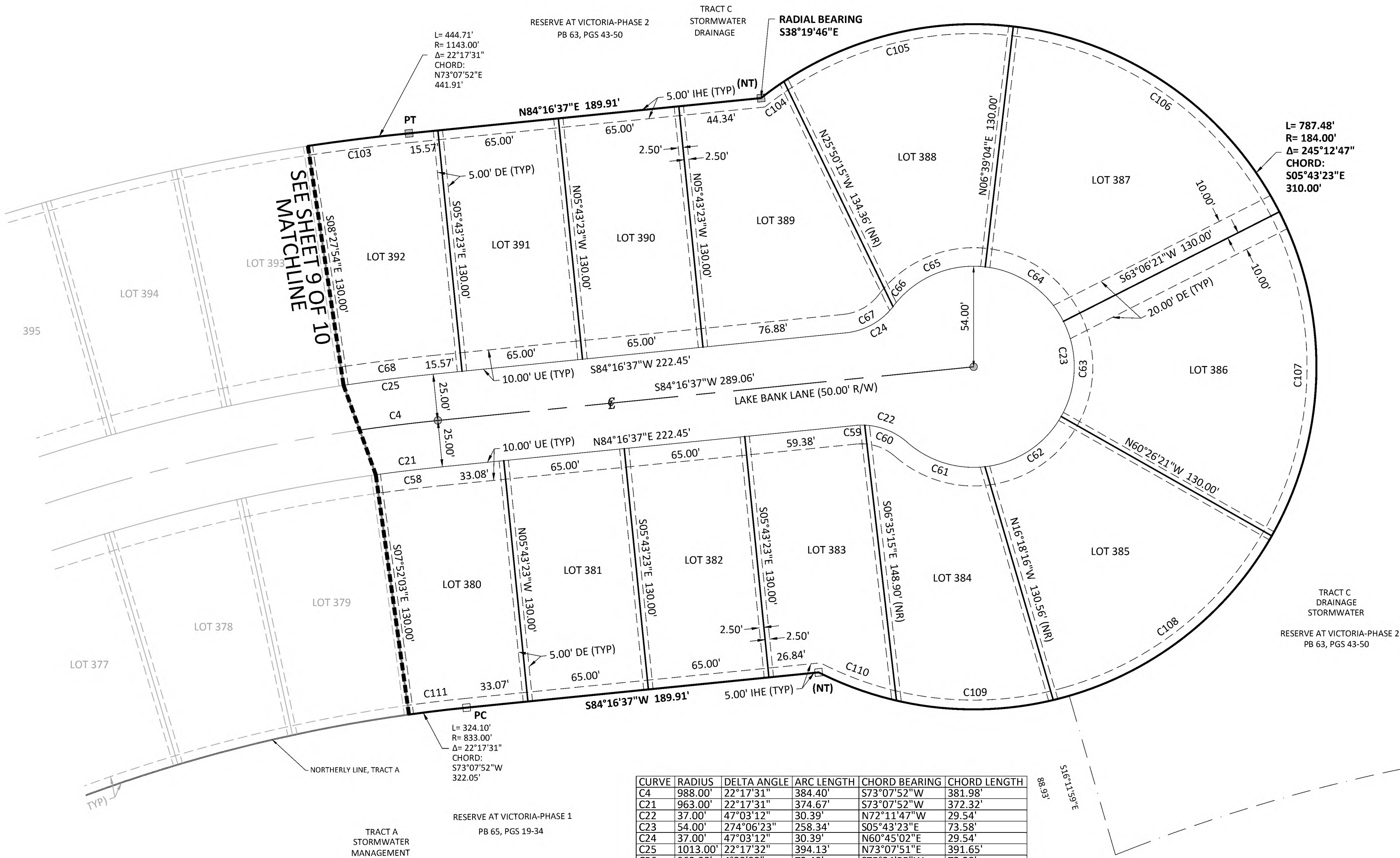


LEGEND

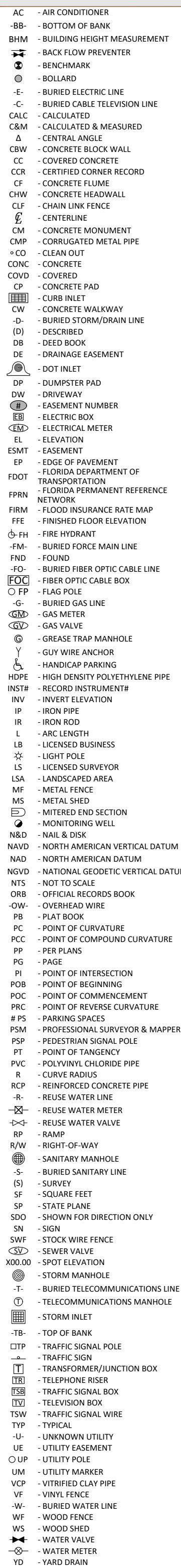
- CENTERLINE SYMBOL
- CENTRAL ANGLE
- DRAINAGE EASEMENT
- EASEMENT
- IRRIGATION HOA EASEMENT
- HOME OWNERS ASSOCIATION
- LENGTH
- LICENSED BUSINESS
- MAP BOOK
- NON RADIAL
- NON-TANGENT
- OFFICIAL RECORDS BOOK
- PLAT BOOK
- POINT OF CURVATURE
- PAGE
- POINT OF BEGINNING
- POINT OF REVERSE CURVE
- PERMANENT REFERENCE MONUMENT
- PROFESSIONAL SURVEYOR AND MAPPER
- POINT OF TANGENT
- RADIUS
- RIGHT-OF-WAY
- SIDEWALK EASEMENT
- UTILITY EASEMENT
- SET NAIL & DISK STAMPED (PCP LB 7833)
- SET 4" X 4" CONCRETE MONUMENT STAMPED PRM LB 7833 (UNLESS OTHERWISE NOTED)
- FOUND 4" X 4" CONCRETE MONUMENT STAMPED PRM LB 8205 (UNLESS OTHERWISE NOTED)

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Casselberry, FL 32708
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Licensed Business No. 7833
www.altamaxsurveying.com



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C4	988.00'	22°17'31"	384.40'	S73°07'52"W	381.98'
C21	963.00'	22°17'31"	374.67'	S73°07'52"W	372.32'
C22	37.00'	47°03'12"	30.39'	N72°11'47"W	29.54'
C23	54.00'	274°06'23"	258.34'	S05°43'23"E	73.58'
C24	37.00'	47°03'12"	30.39'	N60°45'02"E	29.54'
C25	1013.00'	22°17'32"	394.13'	N73°07'51"E	391.65'
C56	963.00'	4°22'02"	73.40'	S73°34'55"W	73.38'
C57	963.00'	4°22'02"	73.40'	N79°56'57"E	73.38'
C58	963.00'	2°08'40"	36.04'	S83°12'17"W	36.04'
C59	37.00'	8°14'49"	5.33'	S88°24'02"W	5.32'
C60	37.00'	38°48'23"	25.06'	S68°04'22"E	24.58'
C61	54.00'	47°49'15"	45.07'	S72°34'48"E	43.77'
C62	54.00'	53°56'55"	50.85'	N56°32'07"E	48.99'
C63	54.00'	56°27'18"	53.21'	N01°20'00"E	51.08'
C64	54.00'	56°27'18"	53.21'	N55°07'17"W	51.08'
C65	54.00'	59°25'38"	56.01'	S66°56'15"W	53.53'
C66	37.00'	0°39'21"	0.42'	S37°33'06"W	0.42'
C67	37.00'	46°23'51"	29.96'	N61°04'42"E	29.15'
C68	1013.00'	2°44'32"	48.48'	N82°54'22"E	48.48'
C103	1143.00'	2°44'32"	54.71'	S82°54'22"W	54.70'
C104	184.00'	4°43'57"	15.20'	S54°02'12"W	15.19'
C105	184.00'	40°14'53"	129.25'	S76°31'37"W	126.61'
C106	184.00'	56°27'18"	181.30'	N55°07'18"W	174.05'
C107	184.00'	56°27'18"	181.30'	N01°20'01"E	174.05'
C108	184.00'	47°00'07"	150.94'	N53°03'43"E	146.75'
C109	184.00'	26°26'07"	84.89'	S89°46'51"W	84.14'
C110	184.00'	13°53'05"	44.59'	N70°03'33"W	44.48'
C111	833.00'	2°08'41"	31.18'	N83°12'16"E	31.18'



BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS BASED ON THE MONUMENTED SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8189, PAGE 2837, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING N89°19'14"E.
2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.
4. THIS SITE LIES IN ZONE(S) X AND AE PER FLOOD INSURANCE RATE MAP NO. 12127C0470H, COMMUNITY NO. 120307, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, EFFECTIVE FEBRUARY 19, 2014.
5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
6. THIS SURVEY IS VALID ONLY TO THE PARTIES TO WHOM IT IS CERTIFIED AND IS NON-TRANSFERABLE.
7. THIS SURVEY MADE WITH BENEFIT OF TITLE OPINION, DATED SEPTEMBER 13, 2023, ISSUED BY STORCH LAW FIRM.
8. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPRN.

This Survey is "NOT VALID" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

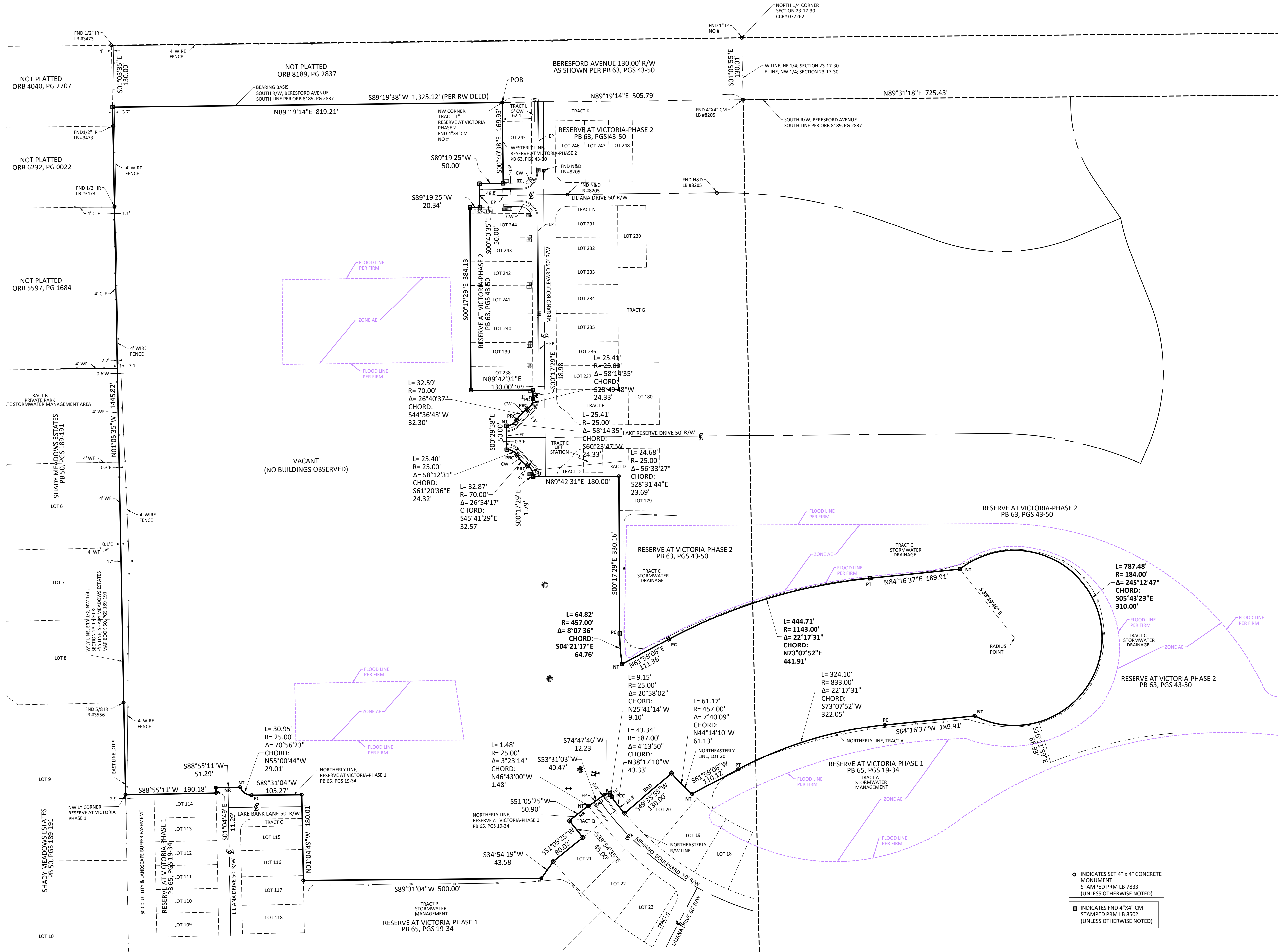
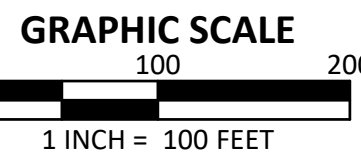
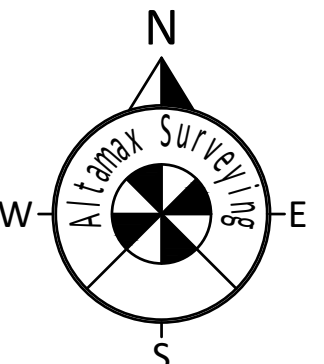
CONTAINS 1,732,132 SQUARE FEET OR 39.7643 ACRES MORE OR LESS.

AJP I OF VOLUSIA LLC

Revisions

[illegible]

BOUNDARY SURVEY



- AC - AIR CONDITIONER
- BB - BOTTOM OF BANK
- BHM - BUILDING HEIGHT MEASUREMENT
- BP - BACK FLOW PREVENTER
- BM - BENCHMARK
- B - BOLLARD
- E - BURIED ELECTRIC LINE
- C - BURIED CABLE TELEVISION LINE
- CALC - CALCULATED
- C&M - CALCULATED & MEASURED
- CA - CENTRAL ANGLE
- CBW - CONCRETE BLOCK WALL
- CC - COVERED CONCRETE
- CCR - CERTIFIED CORNER RECORD
- CF - CONCRETE FUME
- CHW - CONCRETE HEADWALL
- CLF - CHAIN LINK FENCE
- CL - CENTERLINE
- CM - CONCRETE MONUMENT
- CMF - CORRUGATED METAL PIPE
- CO - CLEAN OUT
- CONC - CONCRETE
- COVD - COVERED
- CP - CONCRETE PAD
- CRB - CURB INLET
- CW - CONCRETE WALKWAY
- D - BURIED STORM/RAIN LINE
- DI - DESCRIBED
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DOT - DOT INLET
- DP - DUMPSTER PAD
- DW - DRIVEWAY
- EN - EASEMENT NUMBER
- EB - ELECTRIC BOX
- EM - ELECTRICAL METER
- EL - ELEVATION
- ESMT - EASEMENT
- EP - EDGE OF PAVEMENT
- FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
- FIRM - FLORIDA PERMANENT REFERENCE NETWORK
- FIRM - FLOOD INSURANCE RATE MAP
- FFE - FINISHED FLOOR ELEVATION
- FM - FIRE HYDRANT
- FMA - BURIED FORCE MAIN LINE
- FND - FOUND
- FO - BURIED FIBER OPTIC CABLE LINE
- FOC - FIBER OPTIC CABLE BOX
- FP - FLAG POLE
- G - BURIED GAS LINE
- GM - GAS METER
- GV - GAS VALVE
- GT - GREASE TRAP MANHOLE
- Y - GUY WIRE ANCHOR
- HP - HANDICAP PARKING
- HDP - HIGH DENSITY POLYETHYLENE PIPE
- INSTA - RECORD INSTRUMENT#
- IRV - INVERT ELEVATION
- IP - IRON PIPE
- IR - IRON ROD
- L - ARC LENGTH
- LB - LICENSED BUSINESS
- LP - LIGHT POLE
- LS - LICENSED SURVEYOR
- LSA - LANDSCAPED AREA
- MF - METAL FENCE
- MS - METAL SHED
- ME - MITERED END SECTION
- MW - MONITORING WELL
- N&D - NAIL & DISK
- NAVD - NORTH AMERICAN VERTICAL DATUM
- NAD - NORTH AMERICAN DATUM
- NGVD - NATIONAL GEODETIC VERTICAL DATUM
- NR - NON RADIAL
- NT - NON TANGENT
- NTS - NOT TO SCALE
- ORB - OFFICIAL RECORDS BOOK
- OW - OVERHEAD WIRE
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PP - PER PLANS
- PAGE - PAGE
- P - POINT OF INTERSECTION
- POB - POINT OF BEGINNING
- PCE - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PS - PARKING SPACES
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PSP - PEDESTRIAN SIGNAL POLE
- PT - POINT OF TANGENCY
- PVC - POLYVINYL CHLORIDE PIPE
- R - CURVE RADIUS
- RAD - RADIAL
- RE - REUSE WATER LINE
- RE - REUSE WATER METER
- RE - REUSE WATER VALVE
- RP - RAMP
- R/W - RIGHT-OF-WAY
- SE - SEWER VALVE
- XXX.00 - SPOT ELEVATION
- SM - STORM MANHOLE
- T - BURIED TELECOMMUNICATIONS LINE
- TD - TELECOMMUNICATIONS MANHOLE
- STORM INLET
- TB - TOP OF BANK
- CTP - TRAFFIC SIGNAL POLE
- TS - TRAFFIC SIGN
- TJ - TRANSFORMER/JUNCTION BOX
- TR - TELEPHONE RISER
- TRB - TRAFFIC SIGNAL BOX
- TV - TELEVISION BOX
- TYP - TYPICAL
- TSW - TRAFFIC SIGNAL WIRE
- UE - UTILITY EASEMENT
- UP - UTILITY POLE
- UM - UTILITY MARKER
- VCP - VITRIFIED CLAY PIPE
- VF - VINYL FENCE
- W - BURIED WATER LINE
- WF - WOOD FENCE
- WS - WOOD SHED
- WV - WATER VALVE
- WM - WATER METER
- YD - YARD DRAIN

ADDRESS:

1540 LAKE RESERVE DRIVE
DELAND, FL 32724

Job Information

JOB NO. 905828
CF NO. VLS-23-27-30
FIELD DATE: 8/11/2023
DRAWN BY: GLT

Revisions

DATE:	DESCRIPTION:	BY:
01-04-24	REVISED PER COMMENTS	RJL

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

**PLANNING STAFF REPORT
To
PLANNING BOARD**

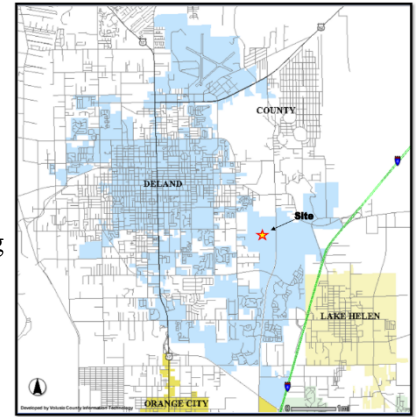
January 10, 2024

APPLICATION: CSB23-191

SUBJECT: Combined Preliminary & Final Plat for Reserve at Victoria Phase 3

1. **Location:** 3000 Dr. MLK Jr. Beltway
2. **Applicant:** Harry H Newkirk Jr, Newkirk Engineering
AJP I of Volusia LLC, owner
3. **Size:** 39.76 ± acres
4. **Existing Zoning & Land Use:**

Land Use: Vacant, undeveloped
Zoning: The Reserves at Victoria PD



5. Surrounding Conditions:

SURROUNDING USE:

SURROUNDING ZONING:

North	Low Density Residential	RR (Rural Residential)
South	City: New Community Development VC: (Single family)	Victoria Park PD
East	Low Density Residential VC: Rural	Park Lake Estates PD VC: A-4 (Agricultural)
West	VC: Rural	VC: Rolling Oaks RPUD

6. **Applicable Regulations:** Land Development Regulations, Article 13.
Subdivision of land Sec. 33-146.05,

7. **Physical Characteristics:** The site is vacant and undeveloped.

8. Public Utilities and Service:

Water: The proposed development will be served by City potable water facilities. (This area is a Future Reuse Service Area)

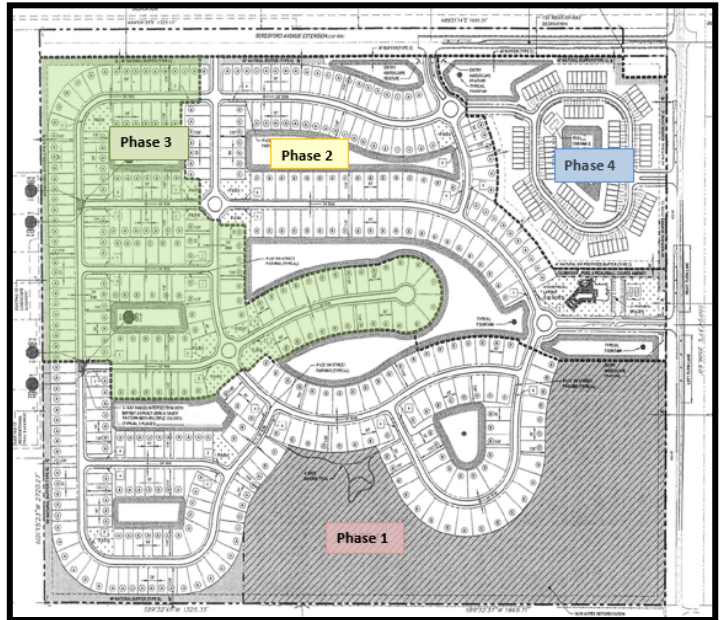
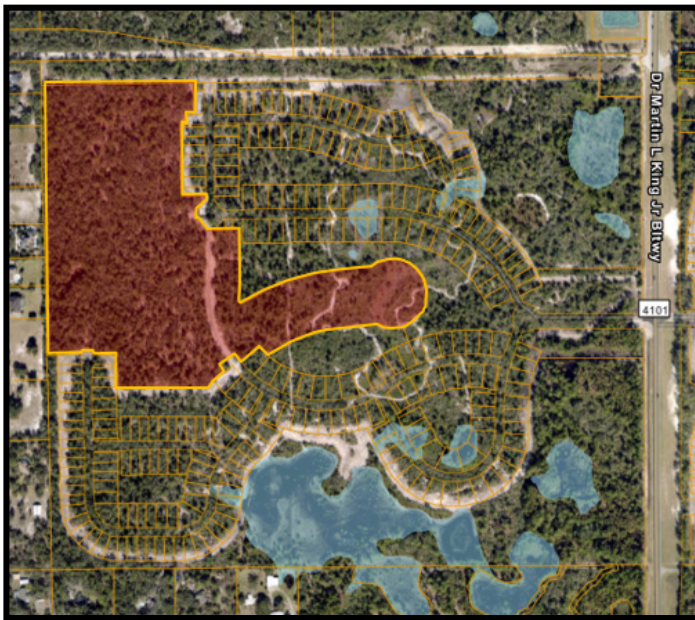
Sewer: The proposed development will be served by City sanitary sewer facilities.

9. Type of Development:

This site is located immediately north of the Victoria Park PD in the Victoria Trails Section of the development. This overall development is to be completed over a total of 4 phases and this third phase will contain 141 single-family home lots on a 39.76-acre portion of the overall 200.23-acre parcel.

The streets located in the subdivision will be dedicated to the public and maintained by the City. The development includes open spaces located along the streets and at the intersections surrounding the roundabouts, there is some parking located along the street in a few areas and there are landscape buffers along the perimeter.

The Trinity Gardens development is located directly north of this site and the Beresford Avenue extension is located between the 2 subdivisions. The construction of Beresford Avenue from Blue Lake to Kepler will be constructed as part of the construction of Phase 3 of the Reserve at Victoria Park development. Trinity Gardens will be installing to a right turn lane in a portion of the Beresford Ave. extension that Reserve at Victoria is constructing. The construction of the Beresford Ave. extension is required prior to recording of the final plat. A development order may be issued as part of the combined preliminary and final plat approval, however, the plat shall not be recorded until such time as the construction of the Beresford Avenue extension associated with Phase 3 of the Reserve of Victoria Park is complete.



10. Analysis:

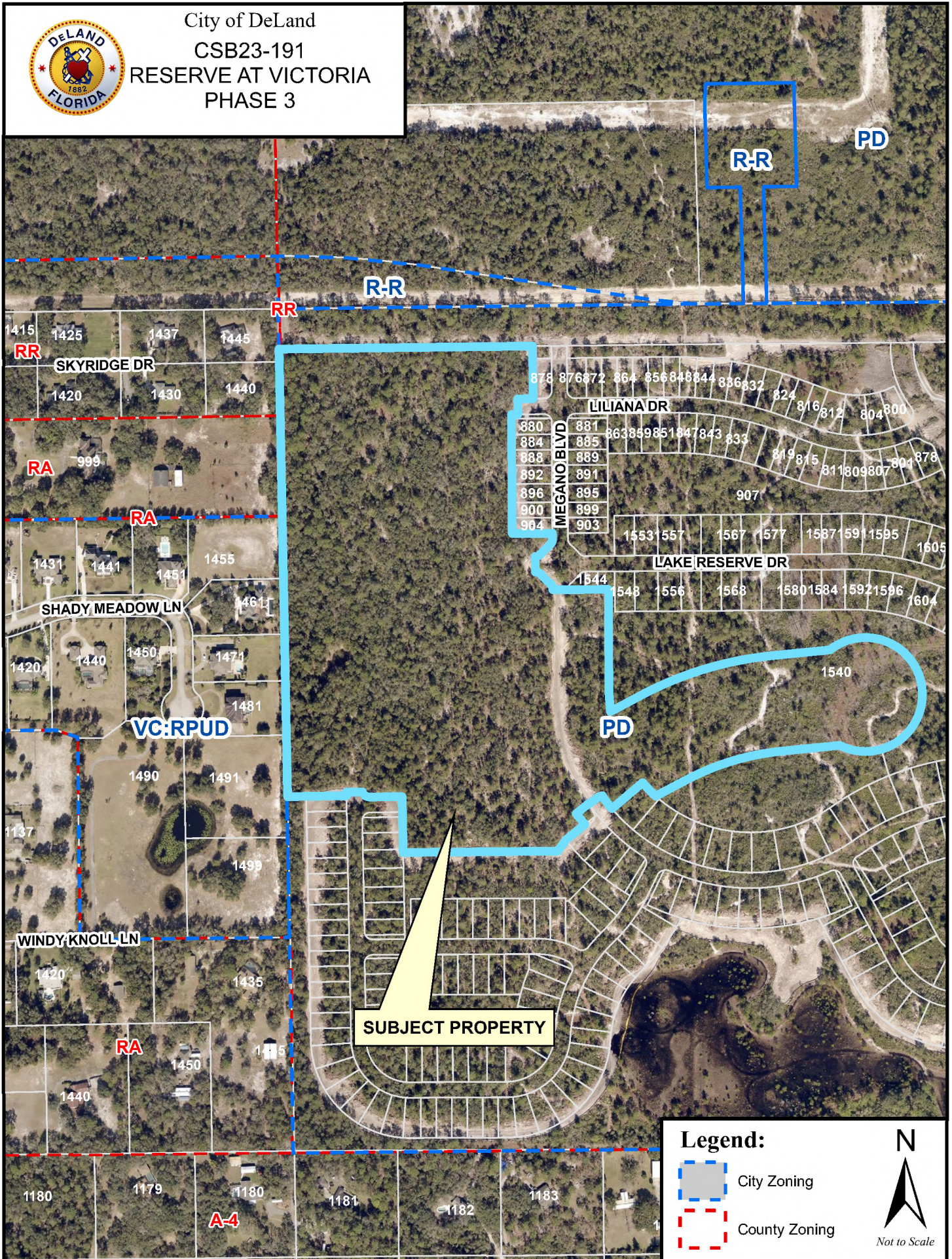
The Planning Board approved the combined plat for Phase 1 on June 17, 2020 and the combined plat for Phase 2 on September 18, 2020 for this development. On October 19, 2023 the Technical Review Committee recommended unanimously that the Combined Preliminary and Final Plat for this phase be forwarded to the Planning Board for review and recommendation. As part of the TRC action, the applicant was to address final comments from the Forestry Department as discussed at the meeting and resubmit plans for approval prior to the request being forwarded to the Planning Board. The applicant has revised the plans and the information contained in the City Commission packet reflects these changes; all TRC review comments have been addressed.

11. Recommendation:

Staff finds that this combined preliminary and final plat is consistent with the subdivision requirements outlined in Section 33-146.05 and recommends that Planning Board forward this item to the City Commission with recommendation for approval subject to the condition that the final plat shall not be recorded until such time as the Beresford Avenue extension associated with this application is constructed.



City of DeLand
CSB23-191
RESERVE AT VICTORIA
PHASE 3



ORDINANCE NO. 2020 - 31

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE RESERVE AT VICTORIA PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED ON THE SOUTHWEST CORNER OF DR. MARTIN LUTHER KING, JR., BELTWAY AND THE BERESFORD AVENUE EXTENSION; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 200.23 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Harry Newkirk, of Newkirk Engineering, on behalf of the owner, Lake Park Estates, LLC, has filed for an amendment to the Reserve at Victoria Planned Development (PD) of approximately 200.23 acres of land located on the southwest corner of Dr. Martin Luther King, Jr., Beltway and the Beresford Avenue Extension, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Reserve at Victoria PD was approved in November, 2019 by City of DeLand Ordinance 2019-35; and

WHEREAS, the applicant desires to amend the Reserve at Victoria PD in order to permit on-street parking, reduce the overall minimum number of parking spaces, approve a reforestation plan, require trees within the right-of way to be maintained by home owner's association (HOA); include a minimum number of trees per lot and require the HOA to monitor removal of trees on lots; reduction of nature trail; and to adjust the phase lines of the development; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Low Density Residential future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning to amend The Reserve at Victoria Planned Development (PD), on the property located on the southwest corner of Dr. Martin Luther King, Jr., Beltway and the Beresford Avenue Extension.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as The Reserve at Victoria PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for The Reserve at Victoria PD as well as the documentation submitted along with the current application, all of which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan and Development Agreement for The Reserve at Victoria PD, Planned Development District, shall be amended as per the attached Exhibit "B" which by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

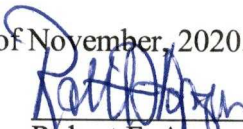
Section 7. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

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

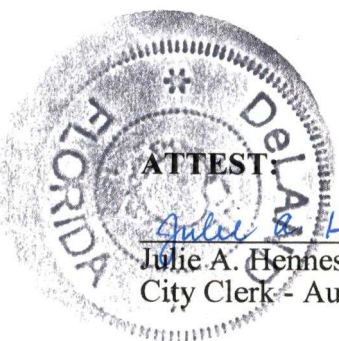
Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 2nd day of November, 2020.


Robert F. Appar
Mayor - Commissioner

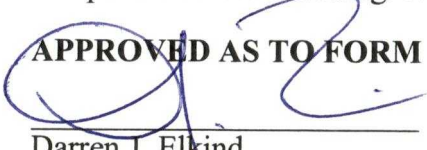
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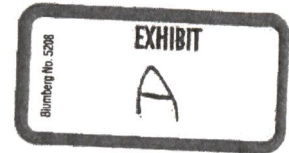


Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: October 19, 2020
Adopted on second reading: November 02, 2020

APPROVED AS TO FORM AND LEGALITY:


Darren J. Elkind
City Attorney



LEGAL DESCRIPTION:

LANDS SITUATED IN SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 09 MINUTES 35 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 23, A DISTANCE OF 1325.12 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE RUN NORTH 89 DEGREES 21 MINUTES 14 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 1681.51 FEET; THENCE RUN SOUTH 00 DEGREES 24 MINUTES 37 SECONDS EAST, A DISTANCE OF 228.63 FEET; THENCE RUN NORTH 89 DEGREES 21 MINUTES 14 SECONDS EAST, A DISTANCE OF 228.54 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WEST VOLUSIA BELTLINE; THENCE RUN SOUTH 00 DEGREE'S 24 MINUTES 37 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2506.60 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 23; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 37 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1869.71 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 23, A DISTANCE 1325.33 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE RUN NORTH 01 DEGREES 15 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 2720.27 FEET TO THE POINT OF BEGINNING.

2-19-05

"EXHIBIT B"

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

The City Commission of the City of DeLand, Florida, a chartered municipal corporation located in Volusia County, Florida, previously approved a development agreement on November 4, 2019 binding AJP of Volusia, LLC, a Florida limited liability company, and their successors and assigns, to the terms and provisions of The Reserve at Victoria Development Agreement adopted by Ordinance #2019-35. This Amended and Restated Development Agreement applies to the same property as in Ordinance #2019-35, which is more particularly described in the attached Exhibit "A". Ownership of the property and all development rights have been transferred to AJP I of Volusia, LLC, a Florida limited liability company.

The Parties hereto hereby agree to modify, amend, and restate, in whole, said development agreement with the following provisions:

A. Development Concept. The property was originally part of the Royal Oaks planned development. This Development Agreement has been drafted to sever the property from the Royal Oaks planned development and amend and restate the entitlements for the property with a new planned development agreement known as The Reserve at Victoria PD. The property shall be developed as a PD substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

1. Planned Development Plan. The Planned Development Plan shall consist of the Planned Development Plan prepared by Newkirk Engineering and with a final revision date of September 23, 2020 and this Development Agreement. The Planned Development Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public

1 inspection in the Planning Department and it shall constitute a supplement to the Official
2 Zoning Map of the City of DeLand.

3 2. Amendments. All amendments of the Planned Development Plan,
4 other than those deemed by the Planning Department to be minor amendments as set
5 out in Land Development Regulations Ordinance #2013-11, as amended, shall require
6 the review and recommendation of the Planning Board and action by the City Commission
7 in the same manner as a rezoning of the parcel.

8 3. Subdivision Approval. After the Planned Development Plan is
9 recorded, and prior to any construction, including clearing and landfill, a final plat of the
10 area to be subdivided, whether one phase or multiple phases, shall be submitted for
11 review and approval in the manner required by Article 13 of the City of DeLand Land
12 Development Regulations Ordinance #2013-11, as amended.

13
14 B. Unified Ownership. The Applicant or his successors shall maintain unified
15 ownership of the individual phases of the subject parcel until after issuance of the Final
16 Subdivision Plat Development Order for a particular phase.

17
18 C. Phases of Development. Development of the Property can be accomplished
19 in multiple phases and the ordering of specific phases are depicted on the Planned
20 Development Plan, with required easements for development and infrastructure servicing
21 the phases, including shared facilities such as stormwater systems and internal
22 driveways, being constructed as required for each phase. Individual phases may be
23 developed and constructed simultaneously and/or in any order, however, Final
24 Subdivision Plat Development Order shall be required for each phase and the restrictions
25 of this Development Agreement shall apply to each phase of development.

1
2 D. Land Uses Within the PD. The development of the parcel shall be
3 consistent with the uses prescribed for each area within the proposed The Reserve at
4 Victoria PD. The location and size of said land use areas are shown on the Development
5 Plan Map, Exhibit "B". The following land uses shall be allowed as permitted principal
6 uses and structures along with their customary accessory uses and structures:

7 1. Phase 1, 2 and 3

- 8 a. Single-family dwellings
9 b. Other uses and structures of an accessory nature, including a
10 clubhouse and/or park, customary to the Permitted Uses
11 listed above

12 2. Phase 4

- 13 a. Two-family
14 b. Duplexes
15 c. Townhomes
16 d. Other uses and structures of an accessory nature, including a
17 clubhouse and/or park, customary to the Permitted Uses
18 listed above.

19
20 E. Development Standards. All development for the property shall rely upon
21 the standards set forth below for each phase of development as identified on the Planned
22 Development Plan. The maximum number of units permitted for all Phases shall not
23 exceed 3.5 units per acre.

24 1. Classification Requirements.

- 25 a. Phases 1, 2 and 3: Single Family

1. Minimum Lot Area: 6,000 sq. ft.
2. Minimum Lot Width: 50 ft.
3. Minimum Setbacks (Dwelling building)
 - a. Front: 20 ft.
17.5 ft. (Front porch)
 - b. Rear: 20 ft.
 - c. Side: 5 ft.
15 ft. for Corner Lot
 - d. Garage
 1. Front Facing: 25 ft.
 2. Side Facing: 20 ft.
4. Building Height: 35 ft. (2 stories)
5. Maximum Impervious Coverage: 70%
6. Minimum Floor Area: 850 sq. ft.
- b. Phase 4: Two-Family, Duplex and Townhome
 1. Minimum Lot Area: 7,500 sq. ft. (Duplex)
3,750 sq. ft. (Duplex subdivided)
2,200 sq. ft. (Townhome subdivided)
 2. Minimum Lot Width: 75 ft. (Duplex)
37.5 ft. (Duplex subdivided)
20 ft. (Townhome)
 3. Minimum Setback
 - a. Front Yard: 25 ft.

- 1 b. Rear Yard: 20 ft.
- 2 c. Side Yard: 7.5 ft.
- 3 15 ft. for Corner Lot
- 4 5. Building Height: 35 ft. (2 stories)
- 5 6. Maximum Unit Count Per Building: 8 units
- 6 7. Building Separation: 25 ft.
- 7 8. Max. Impervious Coverage: 65%
- 8 (Total Phase 4)
- 9 90%
- 10 (Subdivided Unit)
- 11 9. Minimum Floor Area: 1,100 sq. ft.
- 12 10. No side yard setback shall be required for those unit
- 13 side yards that shares a common wall with another unit within a building,
- 14 regardless of subdivision.

15 2. Accessory Structures. Unless otherwise stated herein, all accessory

16 structures shall meet the development standards of Section 33-28 of the Land

17 Development Regulations Ordinance #2013-11, as amended.

18 a. Permitted Accessory Uses for Phase 1, 2 and 3

19 1. Setbacks for swimming pools, screened porch and

20 enclosures, hot tubs, cabanas and similar structures.

21 a. Front: n/a

22 b. Side: 5 ft.

23 c. Rear: 5 ft.

24 2. Setbacks for storage sheds

25 a. Front: n/a

26 b. Side: 5 ft.

c. Rear: 5 ft.

3. Setbacks for fences

a. Front: n/a

b. Side: 0 ft.

c. Rear: 0 ft.

d. Maximum Height: 6 ft.

Fences are not permitted within the front yard setback.

b. Permitted Accessory Uses for Phase 4

1. Setbacks for swimming pools, screened porch and enclosures, hot tubs, cabanas and similar structures

a. Front: n/a

b. Side: 5 ft.

c. Rear: 5 ft.

2. Setbacks for storage buildings, utility buildings and greenhouses

a. Front: n/a

b. Side: 5 ft.

c. Rear: 5 ft.

3. Setbacks for fences and walls

a. Front: n/a

b. Side: 0 ft.

c. Rear: 0 ft.

d. Maximum Height: 6 ft.

Fences and walls are not permitted within the front yard setback.

1 3. Fences. Only open rail fencing may be permitted along rear property
2 lines to encourage visibility of water features and open spaces; however, this requirement
3 shall not apply to those lots that share a common rear property boundary with another lot,
4 a conservation area or other areas not otherwise considered open space. The property
5 owners association for the development shall be responsible for enforcing fencing
6 requirements within the development. Fences or walls surrounding the subdivision (ie.
7 subdivision fences and not individual lot fences) shall be located outside of the project
8 perimeter buffer on the side away from the project exterior. For the sake of clarity, on the
9 north, south and east sides of the subdivision shall be at least 40 feet from the project
10 perimeter and on the west side any fence or wall shall be at least 60 feet from the project
11 perimeter. This restriction shall not apply to the 40 foot natural buffer in Phase 4 adjoining
12 Phases 1 and 2. Any such fence or wall may not be higher than six (6) feet.

13 4. Open Space. Open Space and/or Common Area shall meet the
14 requirements of the Land Development Regulations Ordinance #2013-11.

15 5. Entry Features. Development entry features may be up to 16 feet in
16 height as measured vertically from the finished grade at the base of the supporting
17 structure, however, any proposed entry features shall incorporate architectural variations
18 between 8 feet to 16 feet. The design for all entry features shall be substantially similar
19 to the elevations attached as Exhibit "C".

20 6. Parking. Parking shall be provided in accordance with the Land
21 Development Regulations Ordinance #2013-11, as amended. No on-street parking in
22 excess of two (2) hours shall be permitted and the homeowners association for the
23 subdivision shall adopt rules prohibiting on-street parking in excess of two (2) hours and
24 shall institute a process within its governing documents to allow the homeowners
25 association to fine residents for on-street parking. Cutouts shall be provided for parallel

1 parking adjacent to the streets in locations disbursed throughout the development. All
2 driveways on lots shall be a minimum of eighteen feet (18') wide.

3 All single-family garages shall be designed with adequate space to park at
4 least two standard size vehicles. The homeowners association for the subdivision shall
5 ensure that individual lot owners seeking building permits shall demonstrate compliance
6 with this paragraph as part of the construction permit submittal for a lot. There shall be
7 no fewer than one hundred four (104) parking spaces in cut-outs to provide parallel
8 parking adjacent to roadways. Each such space shall be at least twenty two feet (22')
9 long by nine feet (9') wide. In addition to the cut-outs for parallel parking spaces, there
10 shall be a minimum of one thousand seven hundred twelve (1,712) parking spaces within
11 garages and driveways, in phases 1, 2 and 3 combined. Forty (40) of the homes within
12 phases 1, 2, and/or 3 shall have four (4) parking spaces in the driveway with a minimum
13 of seven hundred twenty five square feet (725 square feet) of driveway space.

14 7. Garages. Individual single-family homes may utilize a side or front
15 garage access design concept to reduce the physical prominence of garages within the
16 development. Garages for single-family homes must incorporate architectural treatments
17 at the same level of detail and quality as the primary façade.

18 8. Design. The City shall encourage a mixture of design facades within
19 the single-family homes phases of the development, and the Developer shall avoid a
20 repeating sequence of designs and shall not utilize the same design on lots within 3
21 single-family lots of each other on the same side of the street. The property owners
22 association shall ensure that an individual lot owner seeking building permits shall
23 demonstrate compliance with this Section as part of the construction permit submittal for
24 a lot.

25 9. Model Homes and Temporary Sales Offices. The Developer may

Page 8 of 16

1 designate and construct up to 8 lots as Model Homes and 2 lots as Temporary Sales
2 Offices for each phase of development identified on the Planned Development Plan.
3 Construction of a Model Home and/or Temporary Sales Office for a particular phase may
4 commence in conjunction with the construction of infrastructure improvements for said
5 phase, however, a final certificate of occupancy for said Model Home and/or Temporary
6 Sales Office shall not be issued until final plat approval for said phase.

7 10. Sidewalk Maintenance. The homeowners association for the
8 development shall be solely responsible for the maintenance of all sidewalks within the
9 development, even to the extent that sidewalks are located within the public right-of-way.
10 Sidewalks shall be kept in good repair and periodically ground or replaced to prevent
11 uneven walking surfaces.

12 11. Compliance. In the event that future development cannot comply
13 with the standards set forth herein, then said entitlements shall be processed through an
14 amendment to this Development Agreement.

15
16 F. Environmental Considerations. All landscape buffers noted on the Planned
17 Development Plan as "natural" must contain an amount of visual screening equal to the
18 landscape buffer type noted per Table 33-92.02(b) of the Land Development Regulations
19 Ordinance #2013-11 as amended. If landscape buffers in their natural condition contain
20 insufficient plant material to meet the visual screening standard, appropriate plantings
21 and berming will be utilized. Perimeter landscape buffers shall be in place for all areas in
22 which any clearing, grading or other site work has taken place prior to the first certificate
23 of occupancy being issued in any phase.

24 The Planned Development Plan clusters lots to encourage environmental
25 preservation and sustainable development through substantial perimeter buffers and

1 natural areas, conservation easements and open space. The proposed buffers will add
2 vegetation to existing buffers and screen passive recreational trails on adjoining
3 residential properties. The Planned Development Plan depicts a forty (40) foot perimeter
4 buffer to the north, south and east and a sixty (60) foot perimeter buffer to the west, and
5 natural area tracts to the south, which shall be preserved through conservation
6 easements. Passive parks shall be placed at the corners of the roundabouts depicted on
7 the Planned Development Plan, an example of which is illustrated on the elevations
8 attached as Exhibit "D". The Planned Development Plan shall meet the minimum
9 environmental standards of the Land Development Regulations Ordinance #2013-11, as
10 amended.

11 The Developer shall incorporate Florida friendly plantings as part of any tree
12 replacement required for development of the Property. A tree survey shall be conducted
13 for the Property based on the following standards:

- 14 1. The Applicant will survey all specimen and historic trees.
- 15 2. For non-specimen or non-historic trees, the Applicant will engage an
16 arborist to identify each distinct biome present on the Property. The land area of each
17 distinct biome will be calculated and submitted to the City Arborist for review and approval.
18 The proportionate area of each biome will be calculated as a percentage of the overall
19 property area.
- 20 3. Upon approval of the identified biomes and land area calculations for
21 each, the Applicant will identify a 1-acre sample area in each biome, subject to the
22 approval of the City Arborist. Upon approval of the sample area, the Applicant will cause
23 all trees in excess of 6 inches DBH to be identified and surveyed in the selected sample
24 area.
- 25 4. The tree density determined by the survey of the sample area for

1 each biome will be used to determine tree replacement or mitigation requirements. The
2 tree mitigation requirements will be weighted based on the proportionate area
3 represented by each respective biome. Tree replacement/mitigation credits for the project
4 shall be granted for onsite reforestation performed pursuant to a Forestry Management
5 Plan approved by City staff.

6 5. All trees planted within rights-of-ways shall be maintained by the
7 homeowners association for the development.

8 6. Each lot within the development shall contain the minimum of tree
9 plantings required of the Land Development Regulations Ordinance #2013-11, as
10 amended. The homeowners association for the development shall monitor tree plantings
11 on lots and provide an enforcement mechanism to ensure all trees planted on lots, as
12 depicted on the Planned Development Plan, remain in place and are not removed by lot
13 owners.

14
15 G. Sewage Disposal and Potable and Reclaimed Water. Provision for sewage
16 disposal and potable and reclaimed water needs of the PD will be provided in accordance
17 with the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land
18 Development Regulations Ordinance No. 2013-11, as amended, and State of Florida
19 Administrative Code 64E-6.

20
21 H. Stormwater Drainage. Provision for stormwater retention shall be in
22 accordance with the Land Development Regulations Ordinance #2013-11, as amended.

23
24 I. Access and Transportation System Improvements. Unless otherwise
25 stated in this Agreement, all access and transportation system improvements shall be

1 provided in accordance with the Land Development Regulations Ordinance #2013-11, as
2 amended. The parcel shall be developed in substantial accordance with the following
3 access and transportation system improvements: A 130-foot right-of-way for the
4 Beresford Avenue Extension shall be provided along the northerly property boundary to
5 connect with County right-of-way to the west, as shown on the Planned Development
6 Plan or as County right-of-way design requires, and shall be dedicated to the City of
7 DeLand at the time of issuance of the first preliminary plat / construction permits for any
8 portion of the subdivision property described in Exhibit "A." The then property owner shall
9 construct that portion of the Beresford Avenue Extension to connect the eastern most
10 development road access for the subdivision along said Extension to the Dr. Martin Luther
11 King Jr. Beltway, together with all associated intersection improvements, stormwater
12 infrastructure and sidewalks for the length of road it is building, prior to the earlier of 1)
13 the issuance of a development order for the third phase of development for the project,
14 or 2) the County completing construction on that portion of the Beresford Avenue
15 Extension westerly of the eastern most development road access for the project to Blue
16 Lake Avenue. No development orders for any portion of the property described in Exhibit
17 "A" shall be issued until such time as Applicant enters into a proportionate fair share
18 agreement with Volusia County which provides for Road Impact Fee Credits and which
19 provides that Volusia County will construct that portion of the Beresford Avenue Extension
20 as described above. An interlocal agreement between the County and the City which
21 provides that Volusia County will build its portion of the Beresford Avenue Extension
22 described herein shall satisfy this requirement in lieu of such commitment from the County
23 being in the aforementioned proportionate fair share agreement.

24
25 J. Internal Roadways. Internal roadways for the property shall be provided in

Page 12 of 16

1 accordance with the Land Development Regulations Ordinance #2013-11, as amended.
2 Unless otherwise specified herein, all local streets within the property shall be public and
3 dedicated to the City of DeLand as part of Final Subdivision Plat Development Order.
4 Internals roadways for Phase 4 may be private and may include an entrance along the
5 Dr. Martin Luther King Jr. Beltway as long as said roadways and access meet the
6 requirements of Land Development Regulations Ordinance #2013-11. All raised
7 intersections, including the crosswalks for same, depicted on the concept plan shall be
8 maintained by the homeowners association for the development.

9
10 K. Building or Property Owners Association. The applicant shall form a
11 homeowners association(s), and property owners association(s) if appropriate, for the
12 property, and the charter and by-laws of said association(s) and any other agreements,
13 covenants, easements or restrictions shall be furnished to the City of DeLand at the time
14 of creation. The applicant shall be responsible for recording said information in the Public
15 Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for
16 recording all of the aforementioned documents.

17 With respect to the enforcement of said agreements, covenants, easements or
18 restrictions entered into between the applicant and the owners or occupiers of property
19 within The Reserve at Victoria PD, the City of DeLand shall only enforce the provisions
20 of the "Development Agreement" and City of DeLand Land Development Regulations
21 Ordinance #2013-11, as amended, whichever is applicable, and not the private
22 agreements entered into between the aforementioned parties.

23
24 L. Reverter Provision: The City Commission may rezone the project in the
25 event a Final Subdivision Plat Development Order is not obtained for the first phase of

1 development on or before 5 years from the effective date of this Development Agreement
2 if necessary or appropriate to protect adjoining properties or the public health, safety and
3 welfare, unless the City Commission, for good cause shown, extends the time period
4 indicated in this paragraph.

5
6 M. Binding Effect of Plans; Recording; and Effective Date. The Planned
7 Development Plan, including any and all amendments shall bind and inure to the benefit
8 of the Applicant and his successor in title or interest. The Reserve at Victoria PD zoning,
9 provisions of the "Development Agreement," and all approved plans shall run with the
10 land and shall be administered in a manner consistent with Article 12 of the City of DeLand
11 Land Development Regulations Ordinance #2013-11, as amended.

12
13 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
14 Court and recorded within forty-five (45) days following execution of the document by the
15 City Commission, in the Official Records of Volusia County, Florida. One copy of the
16 document, bearing the book and page number of the Official Record in which the
17 document was recorded, shall be submitted to the Planning Department for placement in
18 the public file. The date of recording of this document shall constitute the effective date
19 of The Reserve at Victoria PD or its subsequent amendments. The applicant shall pay
20 all filing costs for recording documents.

21 *** Signatures on following pages ***
22
23
24

1 DONE and ORDERED by the City Commission, City of DeLand, Florida, this 2nd
2 day of Nov., 2020.

7 ATTEST:

City Commission of DeLand Florida

9
10 Michael P. Pleus
11 Michael P. Pleus
12 City Manager
13

Robert F. Apgar
Robert F. Apgar
Mayor

ATTEST:

Julie A. Hennessy
Julie A. Hennessy, MMC
City Clerk - Auditor

14 STATE OF FLORIDA
15 CITY OF DELAND
16

17
18 The foregoing instrument was acknowledged before me by means of ☒
19 physical presence or ☐ online notarization this 2nd day of
20 November, 2020, by Michael P. Pleus and Robert F. Apgar, as City
21 Manager and Mayor of the City of DeLand, respectively, on behalf of the
22 City of DeLand, and who are personally known to me.
23
24



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Julia M. Hewitt

Commission No.: _____

My Commission Expires: _____

1 WITNESSES:

2
3
4 [Signature]

5
6 Lisa White
7
8 Printed Name

9
10 [Signature]

11
12
13 Amelia West
14 Printed Name

15
16
17 STATE OF FLORIDA
18 COUNTY OF VOLUSIA
19

20 The foregoing instrument was acknowledged before me by means of ☐ physical presence
21 or ☐ online notarization this 13 day of Nov, 2020, by James W. Paytas,
22 Jr., as MGR of AJP I OF VOLUSIA, LLC, who is personally known to me or who has
23 produced _____ as identification.
24
25

APPLICANT
AJP I OF VOLUSIA, LLC

By: [Signature]
JAMES W. PAYTAS, JR., MGR

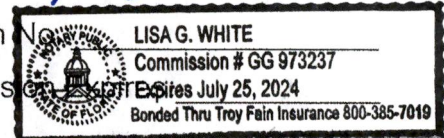
26 NOTARY PUBLIC, STATE OF FLORIDA

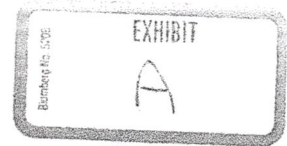
Type or Print Name:

27 [Signature]

28 Commission No.

29 My Commission Expires





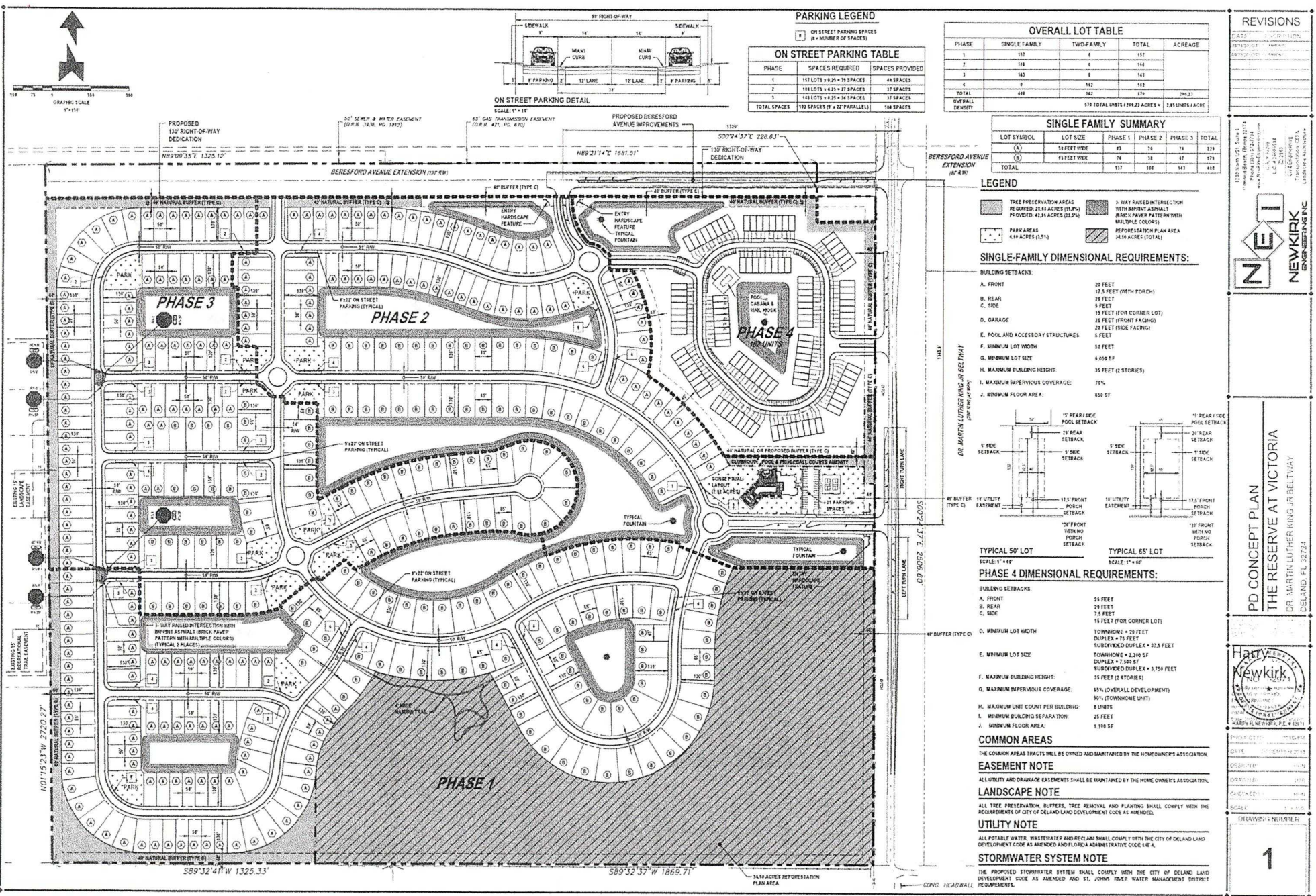
LEGAL DESCRIPTION:

LANDS SITUATED IN SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 09 MINUTES 35 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 23, A DISTANCE OF 1325.12 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE RUN NORTH 89 DEGREES 21 MINUTES 14 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 1681.51 FEET; THENCE RUN SOUTH 00 DEGREES 24 MINUTES 37 SECONDS EAST, A DISTANCE OF 228.63 FEET; THENCE RUN NORTH 89 DEGREES 21 MINUTES 14 SECONDS EAST, A DISTANCE OF 228.54 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WEST VOLUSIA BELTLINE; THENCE RUN SOUTH 00 DEGREES 24 MINUTES 37 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2506.60 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 23; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 37 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1869.71 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 23, A DISTANCE 1325.33 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE RUN NORTH 01 DEGREES 15 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 2720.27 FEET TO THE POINT OF BEGINNING.

2-19-05

Exhibit B



REVISIONS

DATE	DESCRIPTION
10/15/2014	1. PRELIMINARY
10/15/2014	2. PRELIMINARY
10/15/2014	3. PRELIMINARY
10/15/2014	4. PRELIMINARY
10/15/2014	5. PRELIMINARY
10/15/2014	6. PRELIMINARY
10/15/2014	7. PRELIMINARY
10/15/2014	8. PRELIMINARY
10/15/2014	9. PRELIMINARY
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10/15/2014	11. PRELIMINARY
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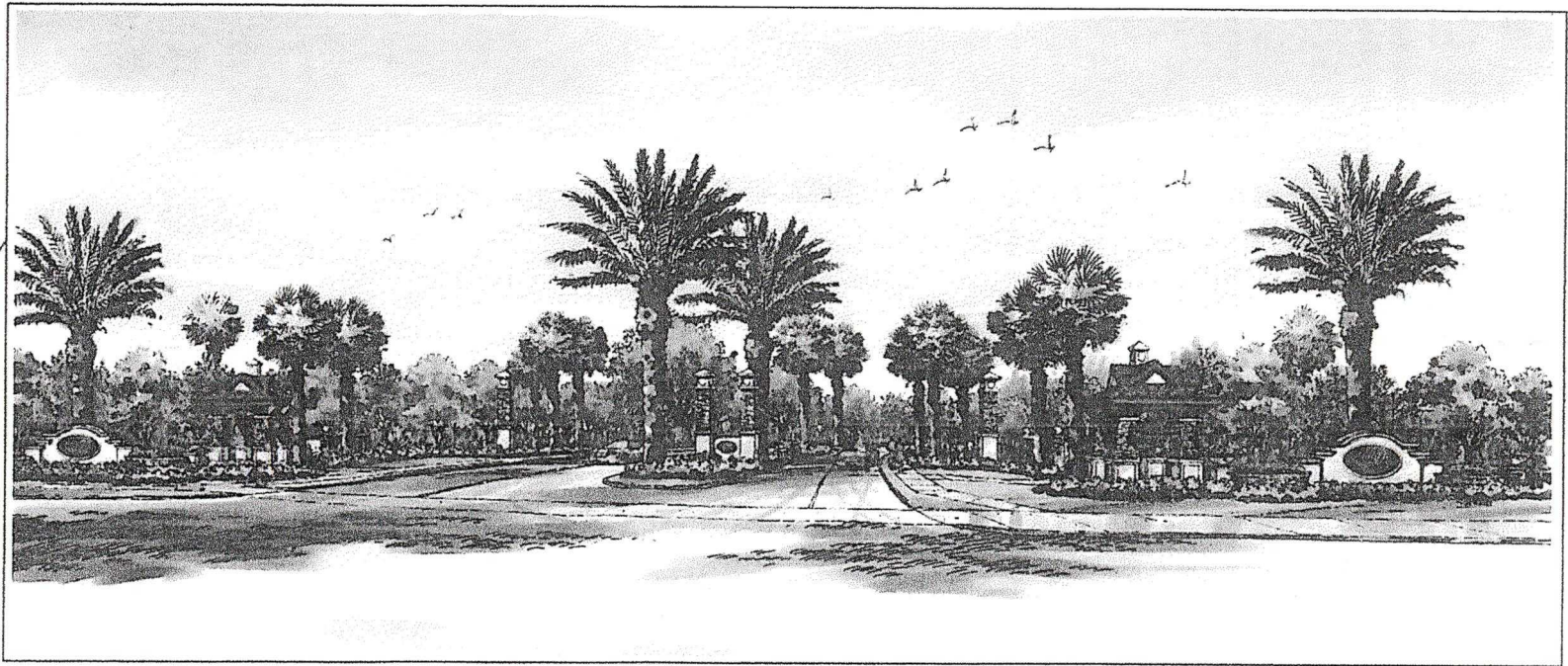
NEWKIRK ENGINEERING

PD CONCEPT PLAN
THE RESERVE AT VICTORIA
DR. MARTIN LUTHER KING JR. BELTWAY
DELAND, FL 32724

NEWKIRK ENGINEERING

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ENTRANCE FEATURE



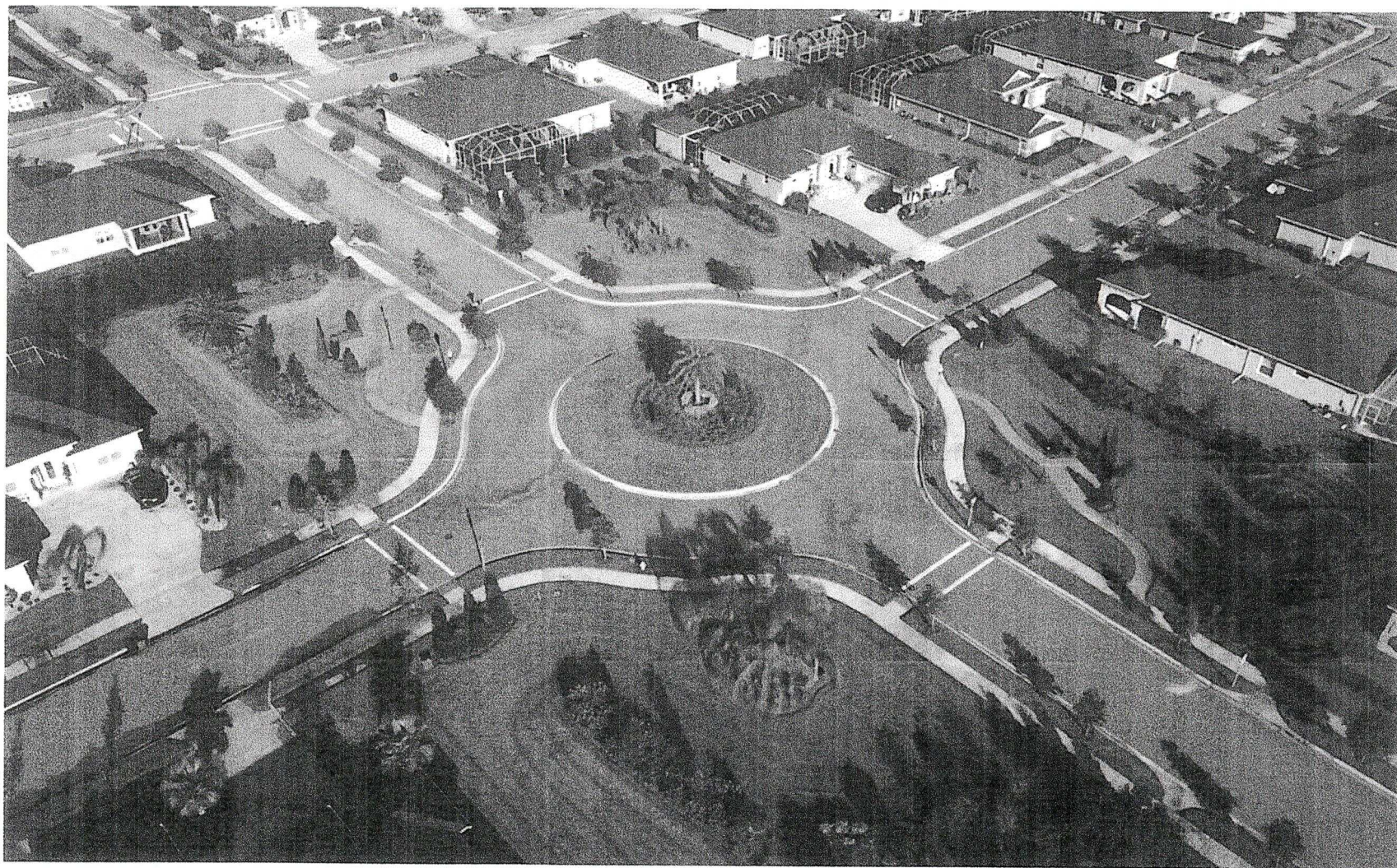


EXHIBIT D

CITY OF DELAND
Request for Commission Action
February 5, 2024

SUBJECT: Resolution Approving the Removal of One Historic Tree, Located at the West Entrance Into the Yardly Development, off Dr. Martin Luther King, Jr. Boulevard.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution , Arborist Inspector Power Point including Location Map, Tree Advisory Committee Meeting Minutes

APPROVED BY: Michael Pleus, City Manager, January 31, 2024

SUMMARY/HIGHLIGHT:

Stonekirk Ventures LLC has requested permission to remove one historic tree located at the west entrance into the Yardly development off MLK Blvd. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 26" DBH historic Live Oak in poor condition. The developer would like to remove the tree due to its deteriorated condition and location.

At their January 16th meeting, the Tree Advisory Committee recommended approval of the removal of the 26" DBH Live Oak tree due to it deteriorated condition and the irreversible damage the tree has sustained.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic tree approved for removal. The minimum size for replacement trees is six-inch caliper and seventeen feet height. The committee recommended that 100% of the replacement be planted on site, and that one of the replacement trees be planted back at the location of the removed tree once the final grade has been established. Because they felt that the lack of tree protection measures during construction had contributed to the deterioration of the tree, they did not believe that contributing into the Tree Replacement Reserve Account would be appropriate.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their January 16th meeting, the Tree Advisory Committee recommended approval of the removal of one 26" DBH Live Oak tree located at the west entrance to the Yardly development at MLK Blvd due to the tree's condition and the hazard it will pose to future traffic entering the Yardly community. The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for this historic tree. The minimum size for replacement trees is six inch caliper and ten feet in height. The Tree Advisory Committee further recommended that 100% of the replacement be planted on site, with one of the replacement trees being planted at the removal location, once the final grade has been established.

Staff recommends that the City Commission approve the removal of the 26" DBH historic tree with the requirement that the applicant replace the tree with trees of a minimum six-inch caliper and seventeen feet height such that 26 total inches DBH of replacement trees are provided.

BACKGROUND/DISCUSSION:

Attached is a copy of the project location map and Photo Log. The Minutes from the January 16th Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT THE
WEST ENTRANCE INTO THE YARDLY DEVELOPMENT OFF DR. MARTIN
LUTHER KING, JR. BOULEVARD; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the applicant, Stonekirk Ventures LLC, is requesting permission to remove one (1) historic tree located at the the west entrance into the Yardly Development off Dr. Martin Luther King., Jr. Boulevard; and

WHEREAS, the City's Forester has determined that the 26" DBH tree is historic and in poor condition; and

WHEREAS, on January 16, 2024, the Tree Advisory Committee recommended approval of the removal of the historic tree due to its deteriorated condition, its location and recommended that one hundred percent DBH replacement be required for the historic tree with a minimum size for replacement trees of six (6) inch caliper and seventeen (17) feet height be planted on site; and

WHEREAS, the Tree Advisory Committee also recommended that one of the replacement trees be planted at the removal location once the final grade has been established.

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

Section 1. The City Commission hereby approves the request for removal of one historic tree located at the west entrance into the Yardly Development off Dr. Martin Luther King, Jr. Boulevard with a replacement requirement of one hundred percent DBH to be planted on site.

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

PASSED AND DULY ADOPTED this 5th day of February, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

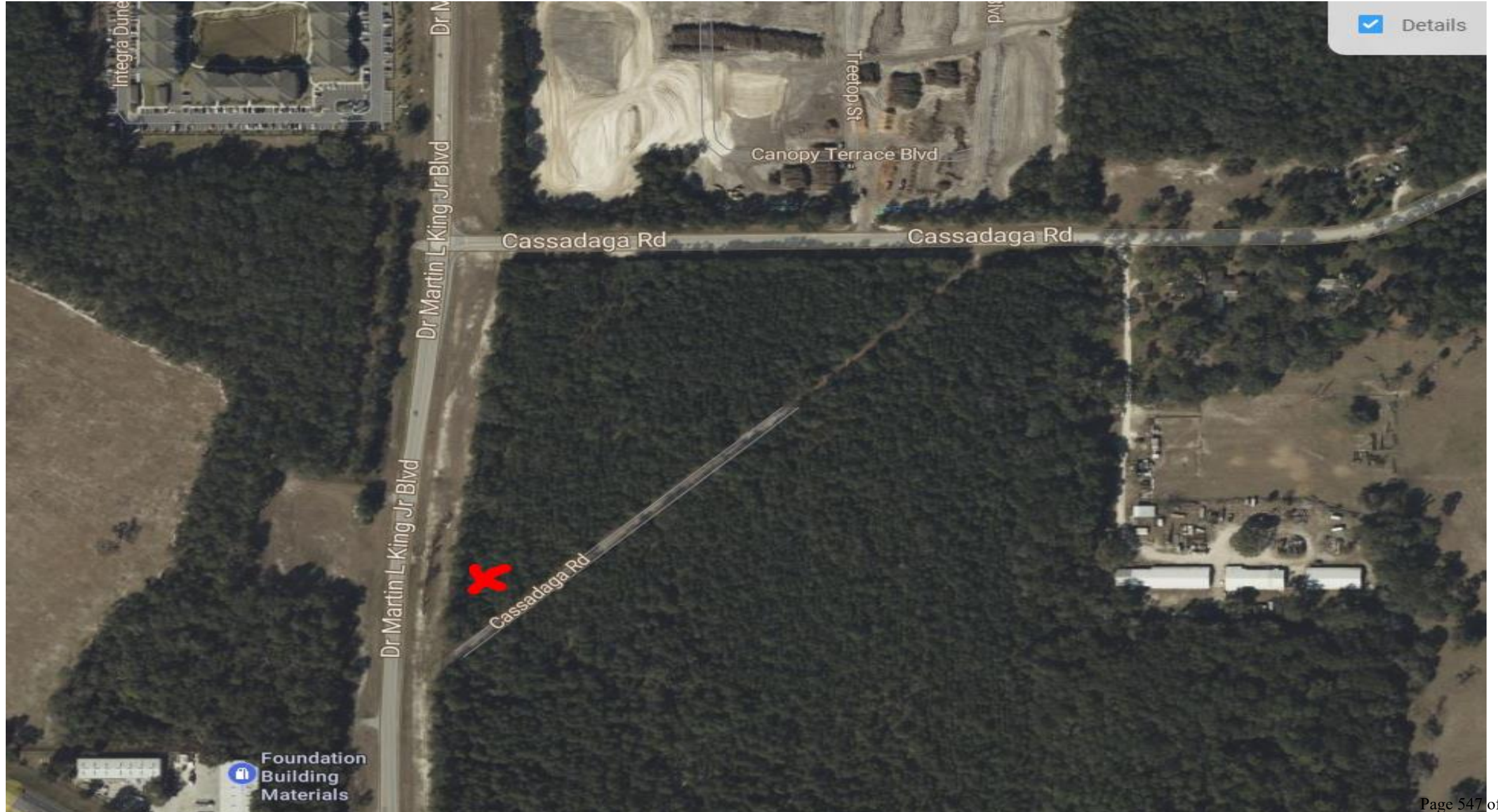
Yardly DeLand Crossings

Parcel # 810600000124

West Entrance off Dr. Martin Luther King Jr. Blvd

26"DBH Live Oak

Project Location Map















Tree Advisory Committee Minutes

January 16, 2024

Call to Order: Steve Edgar called the meeting to order at 5:22 pm

Roll Call: Members: Howard Jeffries, Steve Edgar, Barbara Stockhausen, Dana Venrick, Suze Peace

Non-Members attending: Steve Tonjes and Cathy Hurst

City Staff: Corrigan Loduha, Kit Dennis, and Mariellen Calabro (by phone)

Approval of the Minutes of the Previous Meeting: Howard Jeffries made a motion to approve the minutes of the last meeting. Suze Peace seconded the motion, all present agreed, and the motion carried.

Old Business:

City Nursery: No updates on the city nursery at this time.

Adopt-a-Tree: Steve Tonjes was present to give members updates on his progress and to discuss questions regarding ordering and delivery of the trees to Public Works. Steve Edgar suggested that the City Forester be allowed more control over the Adopt-a-Tree program, especially where the size and species of the trees to be given out is concerned. He would also like to see 'The Right Tree for the Right Place' included in the verbiage for the program. Kit Dennis said he would like to possibly expand the list of potential trees being considered, and also wanted to know what size the trees would be at the time they are 'adopted.' Steve Edgar recommended the trees be at least 6-8 feet when residents take them home to plant, thus giving the trees a better opportunity to thrive in the urban areas they will be planted. Steve Tonjes told members he is considering providing an adoption certificate of some kind for each tree residents are taking home to plant. Members liked this idea, and Suze Peace added that publishing a list of residents that adopt trees in the newspaper might be a nice gesture of recognition. Steve Tonjes inquired whether any programs funding the planting of additional trees in low-income areas were currently active, and Steve Edgar confirmed that there are still several grants currently available specifically for this implementation. Suze Peace mentioned Voorhis and Howry as two examples of streets that are very much in need of additional trees. Kit Dennis wanted to know if any monitoring or reporting was planned for following where trees were planted and whether they were cared for and thriving. Steve Tonjes agreed that he would like to have some volunteers in place to execute some kind of monitoring system for at least the first several months after a tree is planted.

Historic Tree Removal at 218 Meghan Cir: Kit Dennis confirmed that the City Commission had approved the tree's removal at their December 18 meeting.

Historic Tree Removal at 1101 S Amelia: Kit Dennis confirmed that the City Commission had approved the tree's removal at their December 18 meeting.

New Business:

Historic Tree Removal at Yardly Project: 26" DBH Live Oak located at the west entrance off MLK Blvd: Kit Dennis presented the live oak proposed for removal to members, providing photographs of the tree and its location on the construction site of the future DeLand Crossing neighborhood development. He expressed his frustration with the construction company, whom he said had initially erected barricades around the tree with intention to save it. The barricades were later compromised, and fill-sand was allowed to bury the tree and its root system when the company began surface grading in that area. He pointed to the decreased canopy growth, decayed limbs, and the live oak's general decline in health as a direct result of those circumstances. Steve Edgar recommended that members request adherence to the highest maximum replacement requirements that are allowed by the city ordinance in approving the tree's removal.

Howard Jeffries motioned to approve the removal on the condition of 100% replacement at a minimum six-inch caliper, and planted on-site. Suze Peace seconded the motion, and the remaining members present were all in favor.

Comments from Members: Suze Peace updated members on progress for the TREEmendous Tour. Once Steve Kintner completes the virtual tour map, there will be a link for it on the Volusia County website.

Howard Jeffries reported the successful implementation of plastic root barriers in his neighborhood. Sidewalk panels are removed, roots are pruned, and a layer of finely ground lime rock is layered over the roots. Interlocking plastic panels are then installed, with multiple cavities along the edges to connect panels together. He said that so far response to the results seem favorable and that many cities, in the south in particular, are beginning to experiment with this process.

Suze Peace introduced a guest attending the meeting, Cathy Hurst, of the Volusia Historical Society and DeLand Quakers. She wished to inquire about a large live oak on N. Hill Ave, near DeLand High School. She makes a habit of passing it frequently, and wanted to know whether it was in any danger of removal due to disease. Steve Edgar acknowledged that the tree has been fighting a fungal infection for many years, but still remains in good health. Kit Dennis added that after the most recent transfers of road ownerships, this tree is now entirely under the City of DeLand's jurisdiction.

Adjourn: Howard motioned to adjourn, and Dana Venrick seconded. The meeting adjourned at 6:18 pm.

Next Meeting: February 13, 2024