



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
APRIL 1, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Sam Neal, Generations Pastor, First Assembly DeLand Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Super Star Students of the Month.
2. Certificate of Recognition, Youth of the Year at Lacey Family Spring Hill Boys & Girls Club.
3. DeLand Citizens Academy.
4. Employee Years of Service Awards.

CONSENT AGENDA

1. Consideration re Volusia County Mosquito Control District to Use Low Level Flights.
It is recommended that the City Commission approve the Letter of Authorization and authorize its execution.
2. Consideration re Utility Service Agreement for Maronda Homes North Boundary.
Staff recommends that the City Commission approve the Utility Service Agreement for Maronda Homes North Boundary project.
3. Consideration re Utility Service Agreement for Coffee Shop International Speedway Boulevard.
Staff recommends that the City Commission approve the Utility Service Agreement for Coffee Shop International Speedway Boulevard.
4. Approval of Minutes.
It is recommended that the City Commission approve the minutes.
5. Consideration re Approval of Design and Bidding Services - AVCON, Inc. for South-Central Apron Rehabilitation.
Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional design and bidding services for Runway 5-23 rehabilitation in the amount of \$110,028.00.

6. Consideration re Approval of Design and Bidding Services - AVCON, Inc. for Runway 5-23 Rehabilitation.

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional design and bidding services for Runway 5-23 rehabilitation in the amount of \$342,100.00.

7. Resolution Approving FDOT Public Transportation Grant Award 437023-1-94-01 for Rehabilitation Runway 5/23 Design Project.

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

8. Consideration re JL2 Architecture Design Services, Fire Station 83 Expansion and Renovation.

Staff recommends that the City Commission approve JL2 professional design services for Fire Station 83 renovation and expansion, in the total amount of \$87,458.00.

9. Consideration of a Gateway Grant Request for 434 South Woodland Boulevard.

This project is eligible to receive up to 50% of the total project cost as a reimbursement for expenditures with a grant not to exceed \$5,000. The total estimated cost for this improvement is \$2,761.61.

10. Consideration re Approval of Sale and Consumption of Alcoholic Beverages on City Property, Mud Dog Music Festival.

Parks & Recreation is requesting the approval for the sale and consumption of alcohol at Spec Martin Stadium for the Mud Dog Music Festival Event.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Appointment to Airport Advisory Committee.
2. Board Vacancy Announcement.

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-11, Downtown Utility Fair Share 1st Rdg. 03-18-24.

Adoption of a Downtown Utility Fair Share ordinance related to charges for new development in the downtown area.

NEW BUSINESS

1. First Reading of Ordinance Adopting Section 1-8, Amending Chapter 2B, Collection of Past Due Fees and Charges.

Ordinance providing for the collection of past due fees and charges.

2. First Reading of Ordinance Amending Chapter 30, Sanitary Sewer Development Fees.

Approval of ordinance regarding modification of development fees for wastewater development fees.

3. Resolution Approving the Removal of One Historic Tree Located at 1101 South Amelia Avenue.

The applicant, City of DeLand Utility Department, has requested that one historic tree located at 1101 South Amelia Avenue be allowed to be removed.

4. Resolution Approving Revised Planning Division Fees.

Resolution Approving Revised Planning Division Fees.

5. Resolution Approving Police Department Lobby Video and Audio Recording Policy.

It is currently settled law that there is a right under the First Amendment to record the activities of public officials on public property. Generally speaking, both public officials and private citizens do not have any expectation of privacy when they are in areas open to the general public. Visitors to the DeLand Police Department lobby are currently met by an employee behind a bullet proof glass window in the lobby. It is necessary for these citizens to provide some initial information about why they are at the Police Department to the Police Department employee so that the employee can either summon a detective or other uniformed officer to take the citizen to a private area for more detailed report taking or provide the citizen with information about other resources, answer questions, etc. Given the potentially sensitive nature of the information, citizens have a reasonable expectation of some level of privacy, and certainly an expectation that they will not be video/audio recorded by other citizens while sharing this information. Adopting a policy prohibiting the video and/or audio recording in the lobby of the DeLand Police Department is a legitimate time, place and manner restriction on established First Amendment rights which will fairly protect the privacy rights of citizens sharing potentially sensitive information with members of the DeLand Police Department. The attached policy requires the Police Department to post appropriate signage advising that public that they are not allowed to make audio or video recordings in the lobby.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

within this agenda.

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: March 26, 2024

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

For the April 1, 2024 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Jordan Luna

Citrus Grove Elementary: Cooper Rowley

DeLand High School: No submission

DeLand Middle School: Grace Campanella

DeLand Preparatory Academy: No submission

Freedom Elementary: Hadley Melton

George Marks Elementary: Owen Harper

Southwestern Middle School: Landyn Godwin

St. Barnabas: Sperling Mann

St. Peter's Catholic School: Emily Karl

Starke Elementary: No submission

Stetson Baptist: No submission

TOP Academy: Jakayla Wright

Woodward Avenue: Cohen Sterling



The CITY OF DELAND

Volusia County, Florida

Certificate of Recognition

Whereas, Tavaahny Gardner was one of eight youths chosen to represent their local clubs as the Boys & Girls Clubs of Volusia/Flagler Counties Youth of the Year; and

Whereas, the Boys & Girls Clubs of Volusia/Flagler Counties Youth of the Year is recognized as the highest honor a club member can achieve; and

Whereas, each youth submitted three essays: My Club Experience, What Matters to Me and My Personal Growth; completed a packet that included a resume, a cover sheet and recommendation letters from the Club Director and a Community Leader, participated in a fifteen-minute interview with four judges chosen by the Youth of the Year Committee and presented a three-minute speech on the essays that they wrote; and

Whereas, at the annual meeting of the Boys & Girls Clubs of Volusia/Flagler Counties on Feb. 24, 2024, Tavaahny was announced as the 2024 Youth of the Year and will compete for Florida Youth of the Year in Jacksonville, FL., from April 25th-27th ; and

Whereas, Tavaahny is a graduating senior at DeLand High School with a 3.9 G.P.A., works at Checkers Restaurant and as a Junior Staff member at the Boys & Girls Club; and plans to attend North Carolina A & T University with a major in Business Administration; and

Whereas, Tavaahny uses two words to describe herself, creative and outspoken; her life motto is, "I now believe in myself, it took me a while to get here but now that I am here you can't stop me".

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission, do hereby tender to Tavaahny Gardner, our congratulations and recognition on being selected as Youth of the Year for the Boys & Girls Clubs of Volusia/Flagler Counties.

Done and proclaimed this 1st day of April 2024.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, March 26, 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.

25 Years of Service
Greg Whidden, IT Department

20 Years of Service
Antoinette "Coco" Montanez, Admin Services

10 Years of Service
Shawn Hughes, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Consideration re Volusia County Mosquito Control District to Use Low Level Flights.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: VC letter of AAuthority 2024-2026

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

As per requirements of the Federal Aviation Agency, it is necessary for the Volusia County Mosquito Control program to annually obtain written authorization of each incorporated municipality in Volusia County for low level flights (under 500 foot altitude) with helicopters and fixed wing aircraft over congested areas. Mosquito control aircraft need to fly under 500 feet to inspect for and spray immature and adult mosquitoes. This FAA requirement is intended to make communities aware that aircraft will be making flights under the minimum 1000 foot altitude threshold for general aircraft operations.

The City of DeLand has entered into an interlocal agreement with the Volusia County Mosquito Control District for the spraying of mosquitoes on a fee for services contract. The process of monitoring the area around DeLand and continuing to be proactive in dealing with the danger of encephalitis or West Nile Virus requires that the above mentioned low level flights continue.

The City has historically provided authorization for low level flights. The Public Works Department is notified prior to the flights and we have not experienced problems with these operations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sense of community.

SUSTAINABILITY:

Safety and security.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve the Letter of Authorization and authorize its execution.

BACKGROUND/DISCUSSION:

N/A



PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION

Marcus McDonough
MOSQUITO CONTROL DIRECTOR

801 South Street, New Smyrna Beach, Florida 32168
Phone: (386) 424-2920 • Fax: (386) 424-2924
mmcdonough@volusia.org

February 29, 2024

City Manager Michael Pleus
City of Deland
1102 South Garfield Ave
Deland, FL 32724
386-626-7169

Dear City Manager Pleus,

Attached in this correspondence is a **Letter of Authority** which I am requesting to be filled out and returned to the listed address above. As in the past, per Federal Aviation Administration (FAA) regulations, this authorizes us to perform low level flights, inspection, and application of insecticides in your city to provide aerial mosquito control services.

Please return the completed and signed Letter of Authority by **April 15, 2024**. Please notify me if you need additional time to complete this form. Your prompt attention to this request is greatly appreciated. If you have questions, please feel free to contact me or the Airborne Operations Supervisor, Mark Stanley at (386) 424-2920.

Respectfully,

Marcus McDonough
Volusia County Mosquito Control Director
CC: Mark Stanley, Airborne Operations Supervisor



PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION

Letter of Authority

We hereby give authorization, during the calendar year 2024 through June 30, 2026, to the East Volusia County Mosquito Control Taxing District (County of Volusia, Mosquito Control Division) to perform low-level flights over our city/jurisdiction in connection with their aerial inspection and application of insecticides for the control of adult and larval mosquitoes, in compliance with the FAA regulations explained in a letter from Volusia County Mosquito Control.

SIGNED: _____

DATE: _____

NAME: _____

TITLE: _____

CITY/TOWN/COUNTY: _____

STATE: _____

ZIP CODE: _____



CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Consideration re Utility Service Agreement for Maronda Homes North Boundary.

DEPARTMENT: Utilities

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

ATTACHMENTS: USA

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

The Maronda Homes North Boundary Residential project will be located at the northeast intersection of N. Boundary and W. University Ave in DeLand. The proposed residential project will provide approximately three residential homes when completed. The attached Utility Service Agreement contains the usual terms and conditions required by the City for Utility Service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the City will receive water and sewer impact fees and ongoing utility revenue from the residential project once constructed.

RECOMMENDATION:

Staff Recommends that the City Commission approve the attached utility Service Agreement for Maronda Homes North Boundary project.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
MARONDA HOMES NORTH BOUNDARY**

THIS AGREEMENT is entered into this 6th day of March, 2024, between the City of DeLand (City) and MARONDA HOMES LLC (Developer) regarding utility service for the, North Boundary 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 at the North East side of the intersection of North Boundary and West University Ave, DeLand, FL and described as:

TAX PARCEL NUMBERS
700901590013

8-17-30 W 1/2 OF W 1/2 OF BLK 90 EXC N 224 FT CITY OF DELAND MB 2 PG 45 PER
OR 4451 PG 2345 PER OR 6594 PG 1495 PER OR 6665 PG 0290 PER OR 8070 PG 0702

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 sewer manhole, perform 6" Core and inside drop, and approximately 330 LF +/- of 6" PVC sewer pipe, one wye connection and two clean outs.
- City will be responsible for the sewer line up to the cleanouts in the fifteen-foot Utility Easement and the water services up to the meters.
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and below will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

Section 4. Approval of design and plans. The design and construction of all facilities to be transferred to and owned and operated by the City shall be subject to prior approval by the City Engineer. The Developer's engineer shall incorporate all applicable standards and specifications

of the City into the Developer's engineering design, plans and specifications. The City shall provide assistance to the Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the improvements.

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

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

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

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

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

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed Maronda Homes North Boundary, 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.

Section 19. Miscellaneous.

A. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

B. 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.

C. 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 email copy of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

D. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Volusia County, Florida.

E. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

F. Effective Date. The effective date of this agreement shall be the date that it is last executed by a party as set forth below.

MARONDA HOMES

CITY OF DELAND

3
Name: ERIC SERGI
Title: VP MARONDA HOMES LLC

Christopher M. Cloudman
Mayor

ATTEST:

ATTEST:

Michelle McDuffy
Name: Michelle McDuffy
Secretary

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

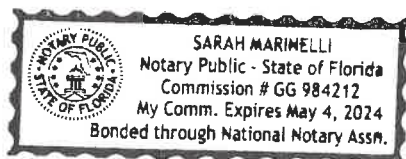
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16th day of March, 2024 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of March, 2024 by Eric Sergi, the Vice President of MARONDA HOMES LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.



Sarah Marinelli
Notary Public - State of Florida

Name: Sarah Marinelli
My Commission expires: 5/4/24

Contact Information:



10192 Dowden Road
Orlando, Florida 32832
www.drhorton.com



500 N. Maitland Ave., Maitland, Florida 32751
407.636.4198 www.cdsilc-fl.com
FBPE CA No. 31631

Utility Contact

WATER & SEWER: *CITY of DELAND UTILITY DEPARTMENT*
James Añes, Utilities Director
1101 S. Amelia Ave.
DeLand, Florida 32724
Phone: (386) 626-7250
Fax: (386) 740-6851
añesj@deland.org

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Consideration re Utility Service Agreement for Coffee Shop International Speedway Boulevard.

DEPARTMENT: Utilities

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

ATTACHMENTS: Starbucks USA partially signed

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

The Coffee Shop International Speedway Boulevard commercial project will be located at 210 & 230 E. International Speedway Boulevard in DeLand. The proposed commercial project will provide approximately two commercial business when completed. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the city will receive water and sewer impact fees and ongoing utility revenue from the commercial project once constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Coffee Shop International Speedway Boulevard.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
COFFEE SHOP ISB & NORTH ALABAMA AVE**

THIS AGREEMENT is entered into this ____ day of _____, 2024, between the City of DeLand (City) and ONE OAK SPEEDWAY, LLC (Developer) regarding utility service for the, Coffee Shop ISB & North Alabama Ave 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 at 210 & 230 E. International Speedway Blvd. on the South East of intersection of North Alabama Ave and International Speedway Blvd, DeLand, FL and described as:

TAX PARCEL NUMBERS

700402020010

04-17-30 W 142 FT OF E 302 FT OF N 234.37 FT S OF ST RD BLK B DEANBURG MB 14
PG 75 PER OR 1760 PG 1410 PER OR 6043 PG 0571 PER OR 8469 PG 0816

700402020050

04-17-30 N 234.37 FT S OF ST RD OF BLK B EXC E 302 FT DEANBURG PER OR 2409 PG
1212 PER OR 7395 PG 3118 PER OR 8470 PG 1925

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 water main with an 8"x8"x8" stainless steel tapping sleeve, 8" Gate Valve, and approximately 10 LF +/- of 8" PVC and 8 LF +/- of 2" Poly piping. The city will maintain the water lines from the water main to the backflow devices.
- Connect to existing MH, 8" Core and inside drop connection, install two manholes one on Alabama Ave and one on the property line off of Alabama and approximately 155 LF +/- of 8" PVC pipe. The city will own the main up to the sewer manhole at the right of way.

- Connect to existing reclaim main with a 16" x 2" stainless steel tapping saddle, three 2" Gate Valves, one 2"x2"x2" tee and 14 LF +/- of 2" poly piping
- All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services beyond meters, all sewer gravity lines, and irrigation or reclaimed water piping 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 and reuse meters 2" and below will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City. The City shall have absolutely no responsibility whatsoever for the maintenance of any utility lines within the project.

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

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a USB drive) furnished one week prior to final inspection; an accounting of the actual costs

(schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed Coffee Shop ISB & North Alabama Ave, 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.

Section 19. Miscellaneous.

A. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

B. 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.

C. 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 email copy of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

D. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Volusia County, Florida.

E. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

F. Effective Date. The effective date of this agreement shall be the date that it is last executed by a party as set forth below.

ONE OAK SPEEDWAY, LLC

By: Hupp Holdings, LLC, its manager

CITY OF DELAND

By:

Name: Andrew J. Hupp

Title: manager

Christopher M. Cloudman

Mayor

ATTEST: N/A

ATTEST:

Name:

Secretary

Julie A. Hennessy

City Clerk - Auditor

Witness

Suzanna Sucevic

Witness

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 _____, 2024 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~~ Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 2024 by Andrew J. Hupp, manager*, the manager of ONE OAK SPEEDWAY, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.

*of Hupp Holdings, LLC

Notary Public - State of Florida



Name: _____

My Commission expires: _____

Contact Information:

CIVIL ENGINEER/PLANNER:

AVID GROUP
2300 CURLEW ROAD SUITE 201
PALM HARBOR, FLORIDA 34683
CONTACT: HUNG TRAN
PHONE: (407) 248-0505 X202

SURVEYOR:

EXTREME SURVEYING OF FLORIDA, INC.
29340 RHODIN PLACE
WEST CHAPEL, FLORIDA 33545
CONTACT: ALEX B. THOMPSON JR., PLS
PHONE: (813) 973-2092

TRAFFIC:

TRAFFIC PLANNING AND DESIGN, INC.
535 VERSAILLES DRIVE
MAITLAND, FLORIDA 32751
CONTACT: TURGUT DERVISH, P.E.
PHONE: (407) 628-9955

ARCHITECT:

FWH ARCHITECTS, INC.
3336 GRAND BLVD., SUITE 201
HOLIDAY, FLORIDA 34690
CONTACT: ADRIENNE BAUER
PHONE: (727) 815-3336

LANDSCAPE ARCHITECT:

ALOHA PACIFICA, LLC
605 E. ROBINSON ST. SUITE 240
ORLANDO, FLORIDA 32801
CONTACT: GREG REYNOLDS, ASLA
PHONE: (407) 369-8288

GEOTECHNICAL:

UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE RD. SUITE 3
SOUTH DAYTONA, FLORIDA 32119
CONTACT: MICHAEL MOHNEY
PHONE: (386) 756-1105

Utility Contact

GAS:

FLORIDA PUBLIC UTILITIES
CONTACT: DAWN DE COSTA
PHONE: (386) 624-8883

TELEPHONE:

AT&T
CONTACT: DINO FARRUGGIO
PHONE: (561) 683-2729

CABLE:

CHARTER COMMUNICATIONS
USIC DISPATCH
PHONE: (800) 778-9140

POWER:

DUKE ENERGY
USIC DISPATCH
PHONE: (800) 778-9140

SEWER:

CITY OF DELAND
1101 S. AMELIA AVENUE
DELAND, FL 34450
CONTACT: JAMES BAKER
PHONE: (386) 626-7258

WATER:

CITY OF DELAND
1101 S. AMELIA AVENUE
DELAND, FL 34450
CONTACT: JAMES BAKER
PHONE: (386) 626-7258

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON WEDNESDAY, JANUARY 17, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

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

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

ROLL CALL

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

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Chris Graham, Community Information Manager; Debi Glick, Land Development Manager; Belinda Williams-Collins, Senior Planner; Heidi VanEtten, Assistant Finance Director; Members of the Public and Press.

PRESENTATIONS

1. Presentation, Holiday Lighting Contest Winner.

Chris Graham, Community Information Manager, displayed photographs of the 1st, 2nd, and 3rd place winners. Carole Moody and her husband, David Darone, were in first place for their decorated home at 402 South Lake Victoria Circle. Mayor Cloudman presented the \$200 gift card to Ace Hardware and a gift package to Ms. Moody and Mr. Darone.

2. Certificate of Recognition Presented to DeLand Bulldogs Pop Warner Cheer and Dance Teams.

Commissioner Kevin Reid read the Certificates of Recognition, and Commissioner Davis presented a certificate to each team.

3. Certificate of Thanks and Appreciation to the Leach Firm Community Engagement Team.

Commissioner Davis read the Certificate, and Commissioner Dan Reed presented it to the Leach Firm Community Engagement Team for their contributions and community outreach to City of DeLand citizens.

4. Certificate of Thanks and Appreciation Presented to Kelly Benge.

Vice Mayor Paiva read the Certificate, and Mayor Cloudman presented it to Kelly Benge for her assistance in the first-ever “Mayor E.L.F.” photo contest. The City of DeLand won the state-wide competition thanks to the volunteer efforts of Ms. Benge.

5. Employee Years of Service Awards.

Mayor Cloudman announced the Employee Years of Service Awards. Commissioner Kevin Reid presented Belinda Williams-Collins, Planning Department, with her plaque for 15 years of service. Vice Mayor Paiva presented John Eiff, Airport Manager, with his plaque for 10 years of service.

6. Proclamation, DeLand Arbor Day.

Commissioner Dan Reed read the DeLand Arbor Day Proclamation, and Commissioner Davis presented the Proclamation to Ray Underwood, Public Works Director.

CONSENT AGENDA

1. Consideration re Utility Service Agreement for 425 South Woodland Boulevard.
2. Resolution Approving the Adoption of Lead Service Line Inventory for Lead Service Line Replacement.
3. Resolution Approving FY 2023-2024 Budget Amendment.
4. Resolution Approving Sole Source Purchase from Communications International, Inc.
5. Resolution Approving Federally Funded Subaward and Grant Agreement for Hurricane Idalia.

6. Resolution Approving Federally Funded Subaward and Grant Agreement for Hurricane Nicole.
7. Resolution Approving FAA Grant Award for Airport Taxiway A Mid-Section Rehabilitation Construction Project.
8. Consideration re Grant of Temporary Power Easement to Duke Energy, New Utility Administration Building, Located at 1102 South Amelia Avenue.
9. Consideration re Recommended Selection of Architectural Consulting Firm.

Vice Mayor Paiva made a motion to approve Consent Agenda items 1-9. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Andre Darby, Program Director for the MLK Committee, offered a special thank you to Mayor Cloudman, the City Commission, and the City of DeLand staff for all of the assistance and support provided for the Martin Luther King, Jr., Celebration.

Mr. Darby noted that Commissioner Davis has a copy of the program booklet from the Stetson University gala held recently.

Mr. Darby stated that on February 1, 2024, the sixteen oldest Black churches in the City of DeLand will be acknowledged during Black History Month. At the end of the month, an event will be held to honor those churches.

BOARD APPOINTMENTS

1. Consideration re Appointments to the DeLand Planning Board.

Mayor Cloudman explained four seats were available, and six applications had been submitted. He allowed the opportunity for applicants to address the commission.

Vice Mayor Paiva made a motion to appoint Troy Baumgartner to Seat 6. Commissioner Davis seconded the motion, which carried unanimously.

Vice Mayor Paiva made a motion to appoint Henry Thiry to Seat 1. Commissioner Dan Reed seconded the motion, which carried unanimously.

Vice Mayor Paiva made a motion to appoint Noreen Lewis to Seat 3. Commissioner Davis seconded the motion, which carried unanimously.

Vice Mayor Paiva made a motion to appoint Don Liska to Seat 5. Commissioner Dan Reed seconded the motion, which carried unanimously.

2. Consideration re Appointments to the Historic Preservation Board.

Mayor Cloudman explained the process for making appointments to the Historic Preservation Board. Mr. Elkind advised that the vacant seat should be filled first.

Commissioner Kevin Reid made a motion to appoint Hugh West Costa to the vacant seat (Seat 7). Vice Mayor Paiva seconded the motion, which carried unanimously.

Mr. Elkind advised that the HPB Ordinance prohibits members from serving more than 2 consecutive terms. He also advised that staff could bring an ordinance back to the Commission to harmonize the Historic Preservation Board with the Planning and Zoning Commission for appointments.

Commissioner Davis received several e-mails about the vacancy, and there were some concerns that she took into consideration.

Mr. Elkind said in the absence of a motion to reappoint the sitting member, there is one remaining new applicant who may be chosen to be appointed to Seat 1. The ordinance also provides that the remaining members who are reaching their term dates continue serving until someone else is appointed and qualified as a replacement.

Vice Mayor Paiva made a motion to appoint William Hoffman to Seat 1. Commissioner Kevin Reid seconded the motion, which carried unanimously.

3. Appointments to Charter Review Committee 2023-24.

Julie Hennessy presented proposed names of people who meet the defined criteria for the make-up of the Charter Review Committee and have agreed to serve.

Vice Mayor Paiva made a motion to approve the appointments as recommended by staff:

Two (2) Members of Citizen Advisory Boards (past or present):

Solomon Greene (HPB)

Barb Girtman (EDC, Spring Hill CRA, & Strategic Plan Steering Committee)

Two (2) Former Commissioners or City Managers:

Bob Apgar (former Mayor)

Mike Abels (former City Manager)

One (1) Current Commissioner

Vice Mayor Paiva

Commissioner Dan Reed seconded the motion, which carried unanimously.

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-01, Amending Land Development Regulations Text to Modify Section 33-16.05 to remove Prohibition of “Medical Marijuana Treatment Center Dispensing Facilities,” and to Allow Said Facilities where Pharmacies are Allowed in Section 33-17.23, Subject to Compliance with Florida Statutes 381.986; and to Modify Section 33-17.23 and to Add “Medical Marijuana Cultivation Facilities” as an Allowed Use in the -1 Zone District, Subject to Compliance with Florida Statutes 381.986; and to Modify Section 33-12 to Add Definitions for “Medical Marijuana Cultivation Facilities” and “Medical Marijuana Treatment Center Dispensing Facilities.”

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS RELATING TO MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES AND CULTIVATION FACILITIES; BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-16.05 “MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES BANNED”; BY AMENDING SECTION 33-17.23 “ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, introduced the ordinance. She displayed a map showing the areas of potential locations where “Medical Marijuana Treatment Center Dispensing Facilities” would be allowed.

Commissioner Davis asked about the difference between the dispensary facilities and the smoke shops/retail sales of hemp. Mr. Elkind explained the statutory differences.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on second reading. Commissioner Dan Reed seconded the motion.

A brief discussion ensued regarding the subject and further clarification of the definition and differences between an agriculturally regulated product and a medical marijuana product.

The motion carried by a unanimous vote

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

NEW BUSINESS

1. First Reading of Ordinance Amending Section 21-3, Camping Prohibited.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF DELAND, FLORIDA, RELATING TO CAMPING; 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.

Mayor Cloudman opened the public hearing.

Michael Pleus, City Manager, stated the City of DeLand has been working collaboratively with the community to address homelessness. He outlined the programs put into place in efforts to help the homeless. He stated that the staff has been working with the Neighborhood Center and several merchants to develop a recommendation to the City Commission that will give the City the necessary tools to focus the homeless people's attention toward residing in spaces that provide proper shelter and have resources necessary to help them. The City will also need to implement additional shelter and/or camping areas where individuals may be taken if they do not have a place to go. City staff have been working with First Step Shelter to provide necessary shelter areas. The Mayor of Daytona Beach, the Chair of the First Step Ward, has told the executive director that the City of DeLand's request to partner with First Step would be received favorably. They provided the City with a Memorandum of Understanding with an annual cost of \$69,368. Should the Commission adopt the ordinance, the MOU would be provided at the second reading. In the absence of partnering with First Step, the City would need to develop its own space to accommodate people with no place to go. In addition to fully implementing the ordinance, a good communication plan, training, and participation of merchants would need to be

initiated to direct their efforts toward helping the homeless at The Bridge or First Step. For this to work, merchants will need to be cooperative rather than feeding the homeless and allowing them to reside outside of their businesses.

Mr. Elkind explained how the three proposed ordinances would be applied and enforced. He stated that each of the ordinances has been properly and carefully drafted to comply with the laws and regulations, as well as the constitutional concerns that arise when dealing with homelessness. A PowerPoint presentation was given for each of the ordinances.

As part of the legislative record, the PowerPoint presentations provided were attached to the agenda item as Exhibits A, B & C, supporting the adoption of the ordinances.

Mayor Cloudman asked about the homeless people relocating, rather than moving to one of the provided areas. Mr. Elkind said the City has no legal authority to enforce its ordinances outside of the corporate limits of the City. He said it is incumbent on the City to get a program into place to be able to enforce the ordinances. If it is determined that these individuals are being pushed over into the county, then City officials will need to make contact with the county to find additional solutions.

There was additional discussion about the ordinances and enforcement. These ordinances are being put into place to help people. There was an acknowledgment that the task of enforcing the ordinances would be a heavy task, particularly in the beginning.

Commissioner Davis would be interested in hearing some of the success stories.

Clerk's Note: A short break was taken at 9:28 p.m. Mayor Cloudman stated the public hearing is still open, and he respectfully asked that no discussion take place about the agenda item during the break. The meeting reconvened at approximately 9:40 p.m.

Mayor Cloudman stated that a petition had been received, with signatures of support from many of the downtown merchants.

Bill Budzinski, 1014 Sage Hollow Ct., spoke in support of the Ordinances.

Barb Shepherd, 112 W. New York Ave., Suite 206, expressed her support for the Ordinances.

Aaron Price, 111 W. Indiana Ave., expressed his concerns about homelessness. He was appreciative of the efforts being made by the City.

Kelly Hobbs, 930 Park Place, said there had been some situations that had become positive. He spoke in support of the ordinances.

Savanna-Jane Griffin, CEO of the Neighborhood Center, and Waylon Neice, Chief Operating Officer, who gave some data about people who have used their services. They work closely with First Step Shelter and the Police Department. They are excited about the partnership with the City of DeLand. Mr. Neice also spoke in support of the ordinances.

Mayor Cloudman said speaker's comments will be incorporated into the record for all three ordinances.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

2. First Reading of Ordinance Amending Section 21-3, re Unlawful Storage of Personal Property.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CREATING A NEW SECTION 21-3.2 "UNLAWFUL STORAGE OF PERSONAL PROPERTY" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY PROVIDING FOR A PROHIBITION AGAINST STORING PERSONAL PROPERTY ON PUBLIC PROPERTY OR ON ANY PUBLIC SIDEWALK, STREET, ALLEY OR OTHER PUBLIC RIGHTS-OF-WAY OR ON PUBLIC BENCHES OR STRUCTURES LOCATED THEREIN; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Comments from the previous public hearing were incorporated herein.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

Vice Mayor Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES

Commissioner Kevin Reid YES
Mayor Cloudman YES

3. First Reading of Ordinance Amending Section 21-3, Lying on Public Sidewalks, Streets, Alleyways and Benches.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 21-3 “LYING ON PUBLIC SIDEWALKS, STREETS, ALLEYWAYS AND BENCHES” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY REPEALING THE EXISTING PROHIBITIONS AND PROVIDING FOR A PROHIBITION AGAINST LYING ON OR IN ANY PUBLIC SIDEWALK, STREET, ALLEY OR OTHER PUBLIC RIGHTS-OF-WAY OR ON PUBLIC BENCHES OR STRUCTURES LOCATED THEREIN; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The Public Hearing was opened.

Comments from the previous public hearing were incorporated herein.

The Public Hearing was closed

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

4. Resolution Approving Architectural Revisions to the Approved Class IV Site Plan, DeLand Commons, Located at 225 South Woodland Boulevard.

Belinda Collins, Senior Planner, presented the site plan revisions for DeLand Commons.

There was some discussion about the project. Concerns were expressed about the fact that staff informed the applicant that they would need approval for any changes, but they went ahead and made changes prior to the approval being granted.

Mark Watts from Cobb, Cole, discussed the proposed architectural revisions. He discussed the statutory process that allows third party inspections. He explained the specific changes proposed and the approved elevations for the building.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Davis seconded the motion, which carried by a unanimous vote, 5-0.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

Nothing to report.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Vice Mayor Paiva had nothing to report.

Commissioner Davis had nothing to report.

Commissioner Kevin Reid had nothing to report.

Commissioner Dan Reed had nothing to report.

Mayor Cloudman announced upcoming events.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:43 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, FEBRUARY 5, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

Pastor Don Jagers, Life Point Church, gave the Invocation.

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

ROLL CALL

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

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Jason Umberger, Police Chief; Michael Grebosz, Assistant City Manager; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Mark Hayward, Human Resources Director; Chris Graham, Community Information Manager; Heidi VanEtten, Assistant Finance Director; Kendall Story, Senior Planner; Belinda Williams-Collins, Senior Planner/Historic Preservation Coordinator; Nick Conte, Economic Development Manager; Mariellen Calabro, Deputy Public Works Director; Emily Ragusa, Community Development Coordinator; Debi Glick, Land Development Manager; members of the public and press.

PRESENTATIONS

1. City of DeLand Super Star Students of the Month – February.

Commissioner Davis read about each Super Star Student, and Vice Mayor Paiva presented the certificates.

2. Employee Years of Service Award.

Commissioner Dan Reed read the plaque in recognition of Travis L. Smith, an employee of the DeLand Park and Recreation Department. Travis has served the City of DeLand for ten (10) years.

3. Presentation re Music Festival Update.

Chad Rhodes provided an update on the details leading up to the April 20, 2024 music festival and answered questions.

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

Emily Ragusa, Planner II/Historic Preservation Coordinator, gave a presentation for the CDBG grant process for fiscal year 2024-25. Public participation was encouraged to provide comments and suggestions about CDBG funding related to capital improvement projects and program activities for the 2024-2025 fiscal year. Ms. Ragusa provided the schedule for the CDBG program.

CONSENT AGENDA

1. Resolution Approving Local Historic Designation for 228 West Howry Avenue.
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.
3. Resolution Approving Sole Source Purchase for DeLand Wiley M. Nash River Booster Station.
4. Resolution Approving FDOT Public Transportation Grant Award 454340-1-94-01 for Airport T-Hangar Electrical Improvements Design Project.
5. Consideration re 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.
7. Consideration re Grant of Easement to Duke Energy, Located at 110 East Church Street.

8. Consideration re Georgia Avenue Stormwater Improvements, Amendment #1 to CPH Task Order No. 9, Post Design Services.
9. Consideration re Authorization of Professional Services – 2024 Water Main Improvements Design Change Order No. 1.
10. Consideration re Ground Lease Termination, 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.
12. Consideration re CPH Agreement for Professional Services, Task Assignment No. 25 for Spec Martin Stadium Drainage Improvements.
13. Consideration re Award of Bid for Mid-Section of Taxiway A Rehabilitation.
14. Consideration re Task Order Assignment, Residuals Dewatering System Improvements Design, Permitting and CMAR Assistance Services.
15. Consideration re Utility Service Agreement and Fair Share Agreement for Pointe Grand Apartments.
16. Consideration re Gateway Grant Request for 228 West Howry Avenue.
17. Consideration re Addenda to Consultant’s Continuing Contracts.
18. Consideration re Stormwater Fee Study.
19. Consideration re Consumption of Alcoholic Beverages on City Property for the Fat Tuesday Event.

Vice Mayor Paiva made a motion to approve items 1-19 on the consent agenda. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote, 5-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

David Krane, 104 Artisan Alley, advocated for a resolution supporting ceasefire in Israel and Palestine.

Randy Williams, homeless, stated that City staff had done a lot for him, and he was appreciative of the meals that had been provided, as well as other items. He talked about options for people who do not have homes. Commissioner Davis thanked Mr. Williams for speaking to the Commission. She stated she was an advocate for tiny homes.

OLD BUSINESS

1. Second Reading of Ordinance 2024-05, Annexing +/- 28.667 Acres of Property Located at 1298 South Blue Lake Avenue.

Mr. Elkind read the Ordinance by title only.

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.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, gave a presentation on the request for Annexation.

Michael Woods, Attorney, was present and stated there had been no changes since the first presentation on the three ordinances being presented.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-05 on second reading. Commissioner Kevin Reid seconded the motion which carried by a unanimous vote.

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

2. First Reading of Ordinance No. 2024-06, Changing the Land Use for Approximately 26.011 Acres of Property, Located at 128 South Blue Lake Avenue, from Volusia County Rural to City of DeLand TRD Transitional Residential Development.

Mr. Elkind read the Ordinance by title only.

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 (TRD) FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, provided some history and gave a presentation on the request for changing the land use designation.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-06 on second reading. Commissioner Kevin Reid seconded the motion which carried by a unanimous vote.

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

3. First 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).

Mr. Elkind read the Ordinance by title only.

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.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, gave a presentation on the request for rezoning of the property.

Michael Woods, Attorney with Cobb Cole, provided an overview of the project. He reviewed changes that were made in response to concerns about stormwater. He also discussed the amenities.

Sean Forteir, P.E., KCG Engineering, 1700 N Orange Ave., discussed the changes made regarding stormwater.

Commissioner Reid asked about trees surrounding play areas, but he did not notice any tree preserves illustrated. He asked the applicant to reconcile the photographs to the plan. Mr. Woods responded there is a buffer for the homes on the north side, although the area is not identified as tree preservation area. He said on the southern side, provisions have been made for more of a natural drainage process. Commissioner Reid indicated that he would like language to be included in the PD pertaining to tree preservation or buffer areas. Additionally, Commissioner Reid asked what the ground cover would be on the playground. Mr. Woods responded that had not been specified at this time.

Commissioner Davis was interested the products that would be constructed on the site. Ben Snyder, Hanover Land, 605 Palmore Avenue, stated there is a wide range of products. He described some of the products. He said there are various sizes and architectural variations.

Mayor Cloudman stated that Ms. Wise had been a primary concern for him and served as a good example of why developers should talk to residents about their concerns.

Christine Wise, 1275 Taylor Road E., stated that her property borders the subdivision on two sides. She stated the developer has worked with her and her husband very well on the project. She noted that every concern she and her husband had expressed had been addressed. She was happy with the proposal.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-07 on second reading, with the following modifications to include a 10-foot buffer combination of canopy trees and shrubbery along the southern boundary, lots 1-35. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES

Commissioner Kevin Reid YES
Mayor Cloudman YES

NEW BUSINESS

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

Mr. Elkind read the Ordinance by title only.

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 THE MURAL POLICY; REVIEW PROCESS”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind provided details about the requested amendment to the Code of Ordinances. This amendment will improve the process.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

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

Mr. Elkind read the Ordinance by title only.

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.

Mayor Cloudman opened the public hearing.

Mr. Elkind explained the ordinance related to abandoned animals. He explained what happens when there is an abandoned animal, and that this ordinance will streamline that process.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

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

3. First Reading of Ordinance, Smoking in Public Parks

Mr. Elkind read the Ordinance by title only.

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.

Mayor Cloudman opened the public hearing.

Mr. Elkind explained the ordinance that would allow cities to prohibit smoking in public parks, except unfiltered cigars. This ordinance excludes Chess Park, Pioneer Park, and Painters Pond Park.

There was a brief discussion about the exclusion of three of the parks. Commissioner Kevin Reid pointed out that those three parks are in the downtown core of the city. He suggested making the ordinance applicable to all parks. There was a brief discussion about enforcement and which parks should be included in the ordinance.

Vice Mayor Paiva said this initiative had been discussed for quite a while, and he was very supportive of the ordinance.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading, with the only exemption being Pioneer Park. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

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

Belinda Collins, Senior Planner/Historic Preservation, presented the resolution and explained the request.

Commissioner Kevin Reid asked if the new water height had been taken into consideration for the design of retention ponds. Mr. Elkind stated that the Planning Board discussed the issue and Mr. Newkirk presented a very lengthy explanation of that issue and why this project would not experience groundwater flooding. Harry Newkirk, Newkirk Engineering, 1230 N US Hwy 1, Ormond Beach, provided additional explanation.

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

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.

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

CITY MANAGER REPORT

Mr. Pleus reported on the following items:

- Strategic Plan session will be held on February 17, 2024, at 8:30 a.m., in the DeLand Commission Chambers.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hennessy provided a brief update on the Charter Review Committee. The first meeting will be held on February 15, 2024, at 6:00 p.m. in the Commission Chambers.

CITY COMMISSION

Commissioner Dan Reed had nothing to report.

Vice Mayor Paiva expressed appreciation to the Police Department and Animal Control.

Commissioner Kevin Reid commented about the job fair, the MeStrong event and other upcoming events. He announced the Rotary Club of DeLand will have the Florida in February BBQ Competition at the Elks Lodge on February 17, 2024, from 11:00 to 4:00.

Commissioner Davis made comments about the job fair/career expo. She also made additional comments and mentioned recent and upcoming events.

Mayor Cloudman shared comments about the Arbor Day celebration held at George Marks Elementary School. He reported on a recent trip to Tallahassee for the Legislative Sessions. He also commented on recent events and announced upcoming events.

ADJOURNMENT

There being no further business, the meeting was adjourned at approximately 9:48 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, FEBRUARY 19, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

Mark Schrade, Lead Pastor, City Sanctuary DeLand, gave the Invocation.

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

ROLL CALL

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

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Julia Hewitt, Deputy City Clerk; Jason Umberger, Police Chief; Division Chief Michael Vazquez, Fire Chief; Michael Grebosz, Assistant City Manager; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Dan Stauffer, Finance Director; Scott Zender, Deputy Utilities Director; Don James, Deputy Utilities Director; Rick Werbiskis, Community Development Director; Chris Graham, Community Information Manager; Members of the Public and Press.

PRESENTATIONS

1. Presentation, Volunteers of the Year.

The Volunteer of the Year Committee presented certificates and plaques to the 2024 winners: Tanna Gartside (Over 40 Category) and Chanel Gerena (Under 40 Category).

2. Proclamation, Black History Month.

Commissioner Dan Reed read the Proclamation. Commissioner Davis presented the Proclamation to Mike Williams, former NAACP President, Mario Davis, Executive Director Greater Union Life Center, and several Black Churches in DeLand.

3. Proclamation, Rare Disease Day.

Commissioner Davis read the Proclamation. Vice Mayor Paiva presented the Proclamation.

4. Proclamation, Encephalitis Awareness Day.

Vice Mayor Paiva read the Proclamation. Mayor Cloudman presented the Proclamation. Kat Atwood, former Port Orange councilwoman, spoke to the City Commission and the community about Encephalitis.

5. Employee Years of Service Awards.

Commissioner Kevin Reid presented Carol Hunter, Police Department, with her plaque for 20 years of service.

Commissioner Dan Reed presented Nick Pugliese, Parks and Recreation Department, with his plaque for 10 years of service.

6. Presentation re Parks and Recreation Survey.

Professor Steven Smallpage, Stetson University, presented the DeLand Parks and Recreation Survey through the University Center for Public Opinion Research. He thought that in the future, the population to be studied should be determined. He stated the study was focused on a non-representative sample of DeLand residents. Future work should be determining which stakeholders need to be represented. He also recommended continued monitoring of public opinion during the development process.

Commissioner Davis asked about smaller parks. She mentioned Trey Thomas Park and suggested that a community advocate connect with Dr. Smallpage to share ideas about what the neighborhood would like to see. Mr. Pleus said that staff anticipated utilization would be lower in the neighborhood parks, such as Trey Thomas and Candlelight Oaks parks. He said that staff wanted a full survey of all of the amenities in the City, because when looking at doing the Parks and Recreation Master Plan, every amenity needs to be taken into consideration.

7. Quarterly Financial Report for the Period Ending December 31, 2023.

Dan Stauffer, Finance Director, presented the quarterly financial report for the period ending December 31, 2023. He noted the quarterly report is a supplemental report intended to provide information regarding the financial position of each fund and it includes a review of balance sheets and schedules on revenues and expenditures.

CONSENT AGENDA

1. Consideration re Award of Bid, Fiber Replacement – RFP 24-01.
2. Consideration re Approval of Construction Services – AVCON, Inc. for West Apron Rehabilitation.
3. Consideration re Approval of Construction Services – AVCON, Inc. for Taxiway A Rehabilitation.
4. Consideration re Approval for Sale and Consumption of Alcoholic Beverages on City Property – Issues Bar Pre/Post Bike Rally.

Vice Mayor Paiva made a motion to approve consent agenda items 1-4. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

George and Donna Casiano, 805 Bay Tree Circle, expressed concern about noise from the airport.

David Krane, 104 Artisan Alley, spoke about inner-city relations and cease-fire in Palestine.

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-02, Amending Section 21-3, Camping Prohibited.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY OF DELAND, FLORIDA, RELATING TO CAMPING; 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.

Mayor Cloudman opened the public hearing.

Michael Pleus, City Manager, gave an overview of the steps the City has taken to address homelessness.

Darren Elkind, City Attorney, talked about the mechanics of the ordinance, the underlying basis that allows a legislative decision to be made, and the specific implementation plan for the ordinances to address the homeless issue.

There were some discussion points about people who are camping but prefer to move around rather than being taken to a shelter. Mr. Elkind further discussed how the ordinances would be enforced. He also talked about steps that other jurisdictions have taken to address homelessness. Mr. Elkind said a significant point is having officers who are attuned to and trained to provide appropriate services to a homeless person. That level of consistency will be helpful from an enforcement perspective.

Dr. Michael Abels, 1546 E Silver Hammock, and former City Manager, stated that homelessness must be addressed at the federal and state government levels, with them leading the development of programs to address the homelessness issue. He said federal and state governments must lead funding, policy guidance, and uniformity. Before getting into local government, Dr. Abels was a former Associate Director for a Multi County Mental Health Board. His responsibility was the management of the Title 20 Federal Program, a national program with the mission of allowing local governments to use federal and state monies to provide mental health and other social services to people discharged from mental health hospitals. The federal government eliminated the Title 20 program in the early 1980s without providing any other support to local governments. He said homelessness has become a law enforcement problem, not a proactive mental health case management problem. Therefore, with no support system, those people and subsequent generations with no available in or outpatient assistance have become the homeless that the City of DeLand and other local governments are assisting. He said homelessness is largely based on mental health issues, and it is a state and national problem. Dr. Abels does not believe that DeLand or other local governments will be able to successfully address the homelessness problem unless significant federal and state support is received to allow a comprehensive way to address homelessness. Dr. Abels said he would submit a statement to City Clerk-Auditor Julie Hennessy.

Jim Cameron, 840 W New York Avenue, spoke about homelessness. He commended the City of DeLand for being proactive in addressing the homelessness issue.

Savannah-Jane Griffin, The Neighborhood Center, shared some anecdotal examples of how The Neighborhood Center and The Bridge have helped people. Ms. Gloria Giordano, a 63 y/o homeless lady, spoke to the Commission and explained how The Bridge helped her. She stated thirty (30) days after being accepted into the program, she lives independently after they helped her find permanent housing. She expressed how grateful she is for everyone at The Bridge, and she said the program works. Ms. Giordano may still attend meetings and occasionally eat at The Bridge. Ms. Griffin also recognized Lead Shelter Coordinator Christine Murphy for doing an incredible job.

Mayor Cloudman said the DeLand Youth Council is underway, and the ordinances were presented to and supported by the Youth Council last week. He shared some of their discussion.

Commissioner Kevin Reid expressed interest in working with Volusia County on addressing homelessness.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-02 on second reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

2. Second Reading of Ordinance No. 2024-03, Amending Section 21-3, re Unlawful Storage of Personal Property.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CREATING A NEW SECTION 21-3.2 “UNLAWFUL STORAGE OF PERSONAL PROPERTY” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY PROVIDING FOR A PROHIBITION AGAINST STORING PERSONAL PROPERTY ON PUBLIC PROPERTY OR ON ANY PUBLIC SIDEWALK, STREET, ALLEY OR OTHER PUBLIC RIGHTS-OF-WAY OR ON PUBLIC BENCHES OR STRUCTURES LOCATED THEREIN; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind presented the ordinance and stated this ordinance is a corollary of the camping ordinance.

There was discussion about items that have been tagged and moved to another location. Mr. Elkind responded that a person has to be given a 24-hour notice that their personal belongings may not be stored on public property. Relocating the personal belongings does not constitute compliance with the ordinance. The question was also asked about how someone would prove

their personal property if it had been removed from public area to a secure location. Mr. Elkind responded.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-03 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

3. Second Reading of Ordinance No. 2024-04, Amending Section 21-3, Lying on Public Sidewalks, Streets, Alleyways and Benches.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 21-3 “LYING ON PUBLIC SIDEWALKS, STREETS, ALLEYWAYS AND BENCHES” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY REPEALING THE EXISTING PROHIBITIONS AND PROVIDING FOR A PROHIBITION AGAINST LYING ON OR IN ANY PUBLIC SIDEWALK, STREET, ALLEY OR OTHER PUBLIC RIGHTS-OF-WAY OR ON PUBLIC BENCHES OR STRUCTURES LOCATED THEREIN; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind talked about the ordinance and what the law says about the use of public property with respect to constitutional rights and the homeless population.

Commissioner Kevin Reid stated there are other issues being faced by local merchants in addition to having people sleep in public places. He asked if there were other measures that could be taken to ensure downtown safety. As an example, he mentioned loitering. Mr. Elkind said there is a state statute used by law enforcement with respect to loitering and prowling.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-04 on second reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

4. Second Reading of Ordinance No. 2024-08, Establishing Procedures for Abandoned Animals.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-08

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.

Mayor Cloudman opened the public hearing.

Mr. Elkind noted no changes to the ordinance since the first reading.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-08 on second reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

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

5. Second Reading of Ordinance No. 2024-09, Amending Chapter 26, Public Art.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-09

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 THE MURAL POLICY; REVIEW PROCESS”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind noted no changes to the ordinance since the first reading.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-09 on second reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

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

6. Second Reading of Ordinance No. 2024-10, Smoking in Public Parks.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-10

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.

Mayor Cloudman opened the public hearing.

Mr. Elkind noted no changes to the ordinance since the first reading.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-10 on second reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

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

NEW BUSINESS

1. Consideration re Agreement with First Step Shelter.

Mayor Cloudman stated the City Commission elected to vote in favor of the ordinances on second reading. Those ordinances authorize using the First Step Shelter as an option.

Commissioner Davis expressed her appreciation to everyone involved in the partnership between the City and First Step Shelter.

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

2. Consideration re Roundabout Gateway Signs Conceptual.

Mike Grebosz, Assistant City Manager, presented some feature concepts for the gateway roundabouts. He stated that CPH had been tasked with developing several options to build upon. Both of the roundabouts are owned by Volusia County and the Florida Department of Transportation.

The City Commission discussed the options along with pros and cons for each of the decorative features presented for placement in the center of the roundabouts.

The consensus was to move forward with Option 1. Directions were given to staff.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

Nothing to report.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Vice Mayor Paiva had nothing to report.

Commissioner Davis made some comments about the recent workshop.

Commissioner Kevin Reid reported on the Stetson baseball season kick-off and said the stadium looks great.

Commissioner Dan Reed said the Love is Love event was successful, even with rainy weather.

Mayor Cloudman thanked everyone who attended the recent workshop. He announced upcoming events and thanked all who work to make the events successful.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:08 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MARCH 4, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

Pastor Wendell Raulerson, Greater Bethlehem Missionary Baptist Church, gave the Invocation.

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

ROLL CALL

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

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Chad Rhodes, Deputy Parks and Recreation Director; Ray Underwood, Public Works Director; Mark Hayward, Human Resources Director; Chris Graham, Community Information Manager; Dan Stauffer, Finance Director; Greg Whidden, Information Technology Director; members of the public and press.

PRESENTATIONS

1. City of DeLand Super Star Students of the Month – March .

Commissioner Kevin Reid read about each Super Star Student, and Commissioner Dan Reed presented the certificates.

2. Promotion, Captain Juan Millan.

Police Chief Umberger read a short biography about newly promoted Captain Juan Millan. Captain Millan's wife, Josie, pinned on his new badge.

3. Introduction of Three (3) New Police Officers – Jennie Fiore, Jessica Hoffman, Wiley Garner.

Chief Umberger introduced Officer Jennie Fiore and read a short biography about her. Officer Fiore's dad pinned on her badge.

Chief Umberger introduced Officer Jessica Hoffman and read a short biography about her. Officer Hoffman's dad pinned on her badge.

Chief Umberger introduced Officer Wiley Garner and read a short biography about him. Officer Garner's mom pinned on his badge.

4. Presentation re Mud Dog Festival Update.

Chad Rhodes provided an overview of the details leading up to the April 20, 2024, Mud Dog music festival. He played the commercial that had been prepared to promote the event.

CONSENT AGENDA

1. Resolution Approving Sole Source Purchase City Works Enterprise Annual Software License Agreement.
2. Resolution re Surplus Equipment.
3. Consideration re Freese & Nichols Design Services, MLK Recreation Park Conceptual Plan.
4. Consideration re CPH Agreement for Professional Services, Task Assignment No. 26 for Right-of-Way Permitting Assistance.

Commissioner Kevin Reid requested item 3 be pulled for discussion.

Vice Mayor Paiva made a motion to approve items 1, 2 and 4 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote, 5-0.

With regard to item 3, Reese & Nichols Design Services, MLK Recreation Park Conceptual Plan, Commissioner Kevin Reid noted the obvious need for playing fields. His issue was that the design was more than \$120,000 and did not meet the need. He thought there should be a different focus on addressing the recreational needs in the city. He also thought this area separated where all of the current resources are located for Parks and Recreation. Commissioner Reid would prefer to see the feasibility of growing the Sperling Sports Complex.

Ray Bahrami, City Engineer, stated he had looked at the areas within the Sperling Sports Complex. He said the areas at the south and west of the site contain large areas that fall within a flood zone. In addition, a lot of stormwater runoff discharges in the area. Commissioner Reid discussed his ideas for expanding the Sperling Sports Complex. He proposed further research into the expansion of Sperling.

Mr. Bahrami noted he had spoken with John Eiff, Airport Manager, who indicated that the area to which Commissioner Reid referred was reserved for future aviation use.

Michael Pleus, City Manager, made additional comments regarding the airport property.

Vice Mayor Paiva agreed with Commissioner Reid but would like to move forward with this item and look into the future expansion of Sperling Sports Complex.

Mayor Cloudman agreed with Vice Mayor Paiva and Commissioner Kevin Reid. He reiterated the need for a Parks and Recreation Master Plan. Mayor Cloudman asked if after the Phase 1 services were complete if there would be a pause where the initial findings of the preliminary concept would be presented to the City Commission. Mr. Bahrami said yes.

Vice Mayor Paiva made a motion to approve item 3 on the consent agenda. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote, 5-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Lorna and Tanner Larson, 316 Chipola Ave., spoke about a city sewer issue. Staff were asked to follow up on this issue.

NEW BUSINESS

1. Resolution Approving the Removal of One Historic Tree Located at Sperling Sports Complex, 1500 Matt Fair Blvd.

Mayor Cloudman noted that the tree to be removed was struck by lightning.

Vice Mayor Paiva made a motion to approve the removal of a historic tree located at Sperling Sports Complex. Commissioner Davis seconded the motion, which carried by a unanimous vote, 5-0.

CITY MANAGER REPORT

Mr. Pleus reported on the following items:

- Just a few minutes ago, a shot fired downtown, mid-block on Woodland Boulevard, no one was in the building. The Police have responded to the scene.
- Announced the upcoming 2nd Charter Review Committee meeting.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hennessy had nothing to report.

CITY COMMISSION

Commissioner Davis made some comments and thanked Mark Hayward, Michael Pleus, the Rotary Club, and everyone else who assisted with the Southwestern Middle School Beautification Day. She mentioned the 1960's lunch counter sit-in at Chess Park. The event was well attended and successfully hosted by the Greater Union Life Center and the Historical Society. She also thanked first responders for their help with an accident that happened. Commissioner Davis noted that she was one of the honorees for DeLand Woman of the Year. She thanked Mr. Pleus for the submission.

Vice Mayor Paiva had nothing to report.

Commissioner Dan Reed attended the DeLand Bike Rally and said it was a great event. He mentioned upcoming events.

Commissioner Kevin Reid made some comments and thanked the Police Department for responding to a recent incident. He also talked about the recent unveiling ceremony and the history shared at the event.

Mayor Cloudman echoed comments about recent events. He also announced upcoming events.

ADJOURNMENT

There being no further business, the meeting was adjourned at approximately 8:10 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Consideration re Approval of Design and Bidding Services - AVCON, Inc. for South-Central Apron Rehabilitation.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: DED SC Apron Rehab Design & Bid Proposal

APPROVED BY: Michael Pleus, City Manager, March 27, 2024

SUMMARY/HIGHLIGHT:

The South-Central apron has several large cracks which is in need of rehabilitation. This project will consist of approximately 80,000 SF of asphalt, aircraft tie down anchors, and pavement markings.

The subject Design, Administration and Bidding Services by Avcon includes the following services:

1. Grant Management
2. Preparation of reimbursement requests
3. Project coordination with the funding agencies
4. Schematic, Preliminary & Final Design
5. Permitting

6. Bidding assistance

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Florida Department of Transportation (FDOT) has agreed to fund 80% (\$88,022.40) with the remaining 20% (\$22,005.60) to be provided by the Airport Enterprise Fund which is included in FY23-24 budget. The FY 23/24 Airport Budget included \$120,000 for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional design and bidding services for Runway 5-23 rehabilitation in the amount of \$110,028.00.

BACKGROUND/DISCUSSION:

Completion of design is expected in the summer of 2024.



PROPOSED SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES DESIGN AND BIDDING PHASE SERVICES

REHABILITATION SOUTH-CENTRAL APRON

DELAND MUNICIPAL AIRPORT DELAND, FLORIDA MARCH 2024

This scope of services covers design and bidding phase services required for the Rehabilitation of South-Central Apron project at DeLand Municipal Airport.

PROJECT DESCRIPTION:

The CONSULTANT shall provide design and bidding phase services for the Rehabilitation of South-Central Apron project at DeLand Municipal Airport. The project limits are depicted on Attachment B. Generally, the project includes rehabilitation of approximately 80,000 SF of asphalt, aircraft tie down anchors, pavement markings, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
 - Acquire topographic survey.
 - Acquire geotechnical information.
 - Develop pavement design.
 - Develop schematic plans.
 - Prepare Engineer's Report and construction cost estimate.
 - Submit Categorical Exclusion (CatEx).
- Preliminary Design.
 - Field verify survey.
 - Develop preliminary paving, grading, drainage, and marking design plans.
 - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
 - Develop general and technical specifications.
 - Update Engineer's Report and construction cost estimate.
- Final Design.
 - Finalize design plans.
 - Submit stormwater permit application.
 - Submit FAA OE/AAA (Airspace Review).
 - Finalize CSPP and upload to OE/AAA for FAA review and approval.
 - Finalize general and technical specifications.
 - Prepare Final Engineer's Report and construction cost estimate.

Bidding Phase

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FDOT during the bidding process.

- Bidding
 - Prepare bid documents for distribution.
 - Assist with advertisement.
 - Attend and prepare meeting minutes for pre-bid conference.
 - Respond to bidder questions, issue addenda.
 - Attend bid opening.
 - Prepare bid tabulation and recommendation of award.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase, SJRWMD Permit, and bid tabulation and recommendation of award letter. Final Contract Documents will be uploaded into JACIP.

ATTEST:

Printed Name: _____

Title: _____

ATTEST:

Julie A. Hennessy, MMC

City Clerk – Auditor

AVCON

By: _____

Printed Name: _____

Title: _____

CITY OF DELAND

By: _____

Christopher M. Cloudman,

Commissioner - Mayor

Date: _____



ATTACHMENT A - HOUR AND FEE PROPOSAL
REHABILITATION OF SOUTH-CENTRAL APRON - DESIGN AND BIDDING PHASE SERVICES
DELAND MUNICIPAL AIRPORT

03/25/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Project Engineer		Project Engineer		Sr. CADD Design		QC Reviewer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 240	Rate/Hour:	\$ 220	Rate/Hour:	\$ 142	Rate/Hour:	\$ 96	Rate/Hour:	\$ 89	Rate/Hour:	\$ 150	Rate/Hour:	\$ 65	Hours	Cost	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN																	
1.1	Grant Administration and Project Coordination	4	\$ 960	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 2,720	\$ -
1.2	Acquire topographic survey.		\$ -	2	\$ 440		\$ -	8	\$ 768		\$ -		\$ -		\$ -	10	\$ 1,208	\$ 9,280
1.3	Acquire geotechnical information.		\$ -	2	\$ 440		\$ -	8	\$ 768		\$ -		\$ -		\$ -	10	\$ 1,208	\$ 4,920
1.4	Develop pavement design.		\$ -	2	\$ 440	4	\$ 568	4	\$ 384		\$ -		\$ -		\$ -	10	\$ 1,392	\$ -
1.5	Develop schematic plans.		\$ -	8	\$ 1,760	24	\$ 3,408	40	\$ 3,840	40	\$ 3,560		\$ -		\$ -	112	\$ 12,568	\$ -
1.6	Prepare Engineer's Report and construction cost estimate.		\$ -	2	\$ 440	8	\$ 1,136	8	\$ 768		\$ -		\$ -	24	\$ 1,560	42	\$ 3,904	\$ -
1.7	Submit Categorical Exclusion (CatEx).		\$ -	2	\$ 440		\$ -		\$ -	8	\$ 712		\$ -		\$ -	10	\$ 1,152	\$ -
1.8	QC Review		\$ -	2	\$ 440	4	\$ 568	4	\$ 384		\$ -	4	\$ 600		\$ -	14	\$ 1,992	\$ -
	Subtotal	4	\$ 960	28	\$ 6,160	40	\$ 5,680	72	\$ 6,912	48	\$ 4,272	4	\$ 600	24	\$ 1,560	220	\$ 26,144	\$ 14,200
2	PRELIMINARY DESIGN																	
2.1	Grant Administration and Project Coordination	4	\$ 960	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 2,720	\$ -
2.2	Field verify survey.		\$ -		\$ -	4	\$ 568	4	\$ 384		\$ -		\$ -		\$ -	8	\$ 952	\$ -
2.3	Develop preliminary paving, grading, drainage, and marking design plans.		\$ -	4	\$ 880	24	\$ 3,408	40	\$ 3,840	40	\$ 3,560		\$ -		\$ -	108	\$ 11,688	\$ -
2.4	Develop Draft Construction Safety and Phasing Plans and Document (CSPP).		\$ -	4	\$ 880	8	\$ 1,136	16	\$ 1,536	16	\$ 1,424		\$ -		\$ -	44	\$ 4,976	\$ -
2.5	Develop general and technical specifications.		\$ -	4	\$ 880	16	\$ 2,272	16	\$ 1,536		\$ -		\$ -	8	\$ 520	44	\$ 5,208	\$ -
2.6	Update Engineer's Report and construction cost estimate.		\$ -	4	\$ 880	8	\$ 1,136	16	\$ 1,536	8	\$ 712		\$ -	2	\$ 130	38	\$ 4,394	\$ -
2.7	QC Review		\$ -	2	\$ 440	8	\$ 1,136	8	\$ 768		\$ -	8	\$ 1,200		\$ -	26	\$ 3,544	\$ -
	Subtotal	4	\$ 960	26	\$ 5,720	68	\$ 9,656	100	\$ 9,600	64	\$ 5,696	8	\$ 1,200	10	\$ 650	280	\$ 33,482	\$ -
3	FINAL DESIGN																	
3.1	Grant Administration and Project Coordination	4	\$ 960	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 2,720	\$ -
3.2	Finalize design plans.		\$ -	8	\$ 1,760	16	\$ 2,272	40	\$ 3,840	40	\$ 3,560		\$ -		\$ -	104	\$ 11,432	\$ -
3.3	Submit stormwater permit application.		\$ -	2	\$ 440	8	\$ 1,136	4	\$ 384		\$ -		\$ -		\$ -	14	\$ 1,960	\$ -
3.4	Submit FAA OE/AAA (Airspace Review).		\$ -	2	\$ 440	4	\$ 568	2	\$ 192		\$ -		\$ -		\$ -	8	\$ 1,200	\$ -
3.5	Finalize CSPP and upload to OE/AAA for FAA review and approval.		\$ -	4	\$ 880	8	\$ 1,136	8	\$ 768		\$ -		\$ -		\$ -	20	\$ 2,784	\$ -
3.6	Finalize general and technical specifications.		\$ -	4	\$ 880	4	\$ 568	4	\$ 384		\$ -		\$ -	4	\$ 260	16	\$ 2,092	\$ -
3.7	Prepare Final Engineer's Report and construction cost estimate.		\$ -	2	\$ 440		\$ -		\$ -		\$ -		\$ -	2	\$ 130	4	\$ 570	\$ -
3.8	QC Review		\$ -	2	\$ 440	4	\$ 568	4	\$ 384		\$ -	4	\$ 600		\$ -	14	\$ 1,992	\$ -
	Subtotal	4	\$ 960	32	\$ 7,040	44	\$ 6,248	62	\$ 5,952	40	\$ 3,560	4	\$ 600	6	\$ 390	192	\$ 24,750	\$ -
4	BIDDING																	
4.1	Grant Administration and Project Coordination	2	\$ 480	4	\$ 880		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 1,360	\$ -
4.2	Prepare bid documents for distribution		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ -
4.3	Assist with advertisement		\$ -	4	\$ 880		\$ -		\$ -		\$ -		\$ -	4	\$ 260	8	\$ 1,140	\$ -
4.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -	4	\$ 260	12	\$ 2,020	\$ -
4.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -	4	\$ 260	16	\$ 2,276	\$ -
4.6	Attend bid opening		\$ -	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,760	\$ -
4.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 880		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 880	\$ -
	Subtotal	2	\$ 480	36	\$ 7,920	16	\$ 2,272	0	\$ -	0	\$ -	0	\$ -	12	\$ 780	66	\$ 11,452	\$ -
	Total	14	\$ 3,360	122	\$ 26,840	168	\$ 23,856	234	\$ 22,464	152	\$ 13,528	16	\$ 2,400	52	\$ 3,380	758	\$ 95,828	\$ 14,200

Total Project Fee \$ 110,028



February 7, 2024

Alexis Collazo | Engineer, Airports
AVCON, Inc.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822

Re: Apron Rehabilitation-Deland Municipal Airport (the “Project”)
Deland, Volusia County, Florida
Proposal to provide Professional Surveying and Mapping Services (the “Proposal”)

Dear Ms. Collazo:

We are pleased to submit this Proposal to provide Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group, Ltd. (“BCG”) and AVCON, Inc. (the “Client”).

Bowman Consulting has the resources and experience to make your project a success. In addition to Surveying services, BCG also provides Engineering, Environmental, Planning, 3D Laser Scanning, Subsurface Utility Engineering Services (SUE), Landscape Architectural, Right-of-Way Services and Transportation services to clients across the nation.

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that Bowman will provide Surveying services for the design of apron improvements at the Deland Municiple Airport.

Standard of Care - Services provided by BCG under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the BCG Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

Task 1 Topographic Survey:

- A. Prepare a Topographic Survey, as defined in Chapter 5J17-05 of the Florida Administrative Code (F.A.C.).
- B. The topographic limits of the survey are as shown on Exhibit “A” (Included).
- C. The Survey shall include the following:
 - A 25' x 25' topographic grid on all hard surfaces including centerlines and pavement

- edges.
 - A 50' x 50' grid of all turf areas
 - Locate limits of pavement, fences, lights, all overhead and visible signs of underground utilities, and any other physical features.
 - Locate and identify all drainage structures including rim and invert elevation, pipe size and type, and direction of flow.
 - Locate and identify all telephone and electrical junction boxes, poles, risers, or transformers.
 - Locate any other utilities or physical features not specifically listed above that lie within the survey limits.
- D. Establish or recover a minimum of three (3) permanent survey control points for the purpose of control, within the proposed project area.
- E. Horizontal datum shall reference the Florida State Plane Coordinate System NAD 83/2011 FL East.
- F. Vertical datum shall be referenced NAVD88.
- G. Pavement elevations, rim and invert elevation of drainage structures shall be measured to the nearest 0.01'. Existing ground elevation shall be measured to the nearest 0.1'.
- H. A ground surface model shall be created with contours at a 0.5' interval within the area of topography. Highlight contours shall be provided at 1' intervals. All contours shall be labeled and shall reside on the correct layer.

Deliverables:

- A digital drawing file in an AutoCAD version 2022. The drawings shall contain entities on the appropriate layers. All existing features shall be color bylayer, placed on the appropriate NCS Extended system layer.
- A 3D existing ground topographic surface model, Digital Terrain Model (DTM) T.I.N. support file, and/or XML files (including feature lines, break lines, fault data, etc.) used to create the contours submitted. The T.I.N. files submitted shall be created using ACAD 2022. The files submitted shall include, as a minimum, the survey drawing with existing ground model EG.TIN, EG.PNT, EG.DAT (where EG is the surface name).
- Minimum three copies of signed and sealed Survey Drawings.
- Certified PDF of the Survey Drawings.

SUMMARY MATRIX

1	Topographic Survey	\$9,280.00	LS	1	\$9,280.00
Total Lump Sum Fee					\$9,280.00

ASSUMPTIONS

The fees quoted above are based on work being performed in a systematic, orderly and progressive manner. If this is impossible because of circumstances peculiar to the particular operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstance, among others will necessitate charges being based on hourly rates:

- Work requiring overtime when requested by you. Under these conditions, hourly rates will be at 1.5 times the quoted hourly rates charged. Sundays and holidays will be billed at 2.0 times the appropriate rate. All overtime is subject to the availability of personnel.
- Any additional work requested that is not specifically covered in the above scope of work.

EXCLUSIONS

- Legal descriptions
- Wetland Surveys
- Boundary Survey
- Subsurface Utility Engineering

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by BCG in the interest of the Project and will be invoiced at the actual cost to BCG plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BCG, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BCG to perform the services described herein. By either countersigning this Proposal or verbally authorizing BCG to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of BCG in a timely manner and at no expense to BCG:

- Access to the airport property

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., BCG will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

BCG's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.



Please indicate your acceptance of this proposal by executing below and returning a copy to this office.
Thank you for the opportunity to provide services to AVCON, Inc.

Sincerely,
BOWMAN CONSULTING GROUP, LTD.

A handwritten signature in blue ink, appearing to read "R. Barnes, Jr.", is written over a horizontal line.

Richard E. Barnes, Jr.
Senior Project Manager

AVCON, Inc. hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BCG to proceed with the Project, and the undersigned represents that he or she is authorized by AVCON, Inc. to so execute this Proposal.

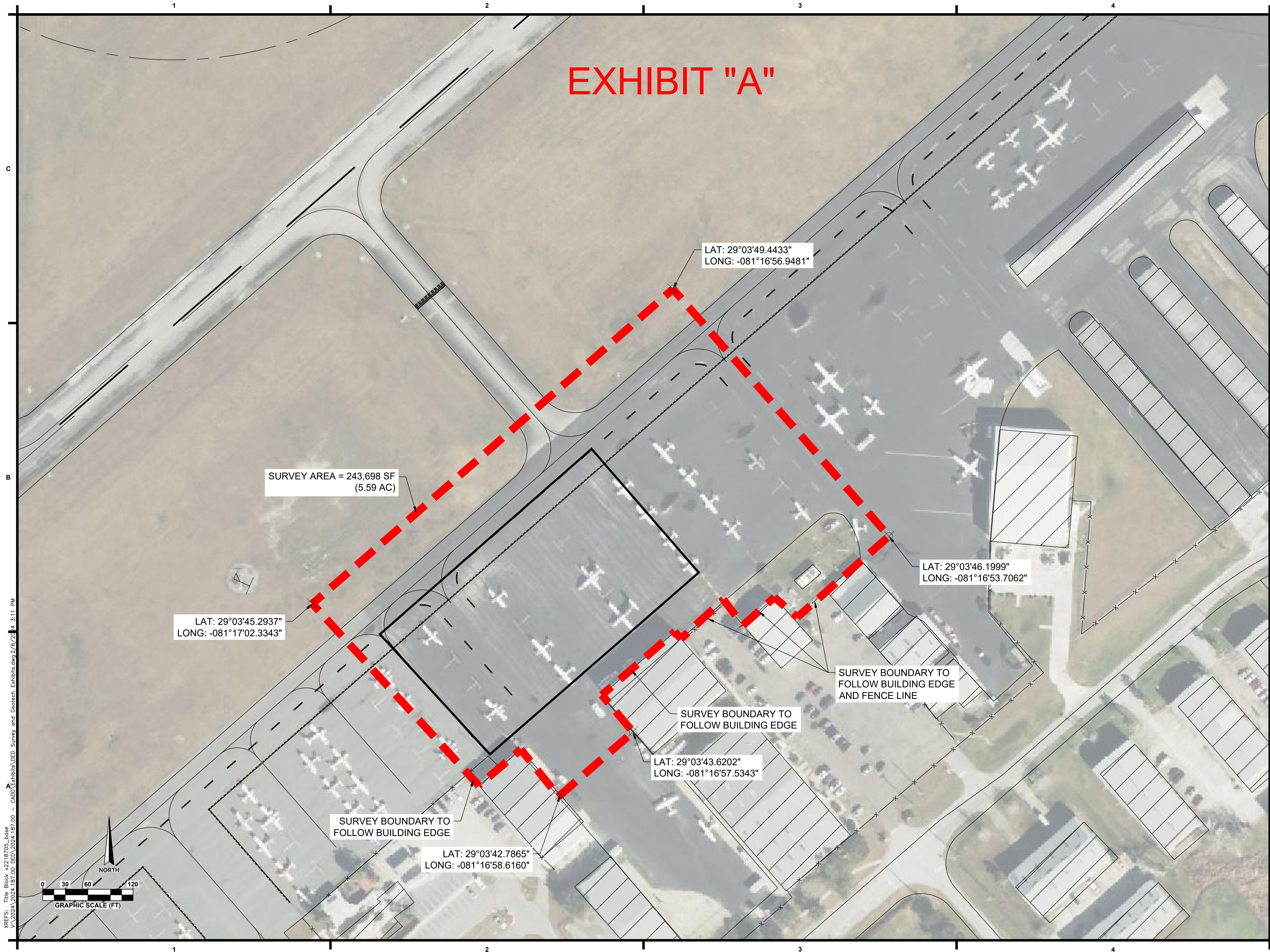
AVCON, Inc.

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____



XREFS: Title Block x218705.dwg
1/1/2024 10:24:10.00 DED 100.00 - CADD Exhibits.dwg 2/6/2024 3:11 PM



AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

This item has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed
and the signature must be verified on any electronic copies.
PROFESSIONAL SEAL

DELAND MUNICIPAL AIRPORT (DED)

APRON SURVEY EXHIBIT

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY
INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC.,
FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE.
WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC., ANY
DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN
WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE (US SVY FT): GRAPHIC

REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: DJN
APPROVED BY: DJN
DATE: FEBRUARY 2024

FDOT FM NO. XXXXXX-1
FAA AIP NO. 3-12-00XX-XXX-XXXX
AVCON PROJECT NO.

EXHIBIT



Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

450 SR 13N, Suite 106-308, Jacksonville, FL 32259
Tel. (904) 381-8901 • Fax (904) 381-8902

February 7, 2024

Mr. Alexis Collazo
AVCON, Inc.
5555 E Michigan Street, Suite 200
Orlando, Florida 32822

**RE: Proposal for Geotechnical Engineering Exploration & Pavement Evaluation
DeLand Municipal Airport- Apron Pavement Rehabilitation
DeLand, Florida**

Dear Mr. Alexis Collazo:

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform geotechnical engineering exploration and pavement evaluation for the proposed rehabilitation of a portion of the apron at the DeLand Municipal Airport in DeLand, Florida.

SITE & PROJECT INFORMATION

Based on the Exhibit and other information you provided to us, the project site consists of a portion of the airport's existing apron pavement proposed for rehabilitation.

SCOPE OF SERVICES

Based on your request, our scope of services will consist of drilling four (4) Standard Penetration Test (SPT) borings (10-ft-deep) and cutting cores at eight (8) locations of the apron's pavement (including the SPT boring locations). In addition, we will bulk sample near-surface soils from two (2) locations along the edge (grassed area) of the apron's northwest side for determination of the subgrade California Bearing Ratio (CBR).

The SPT boring and core locations will be laid out by our field crew from Ground Positioning System (GPS) coordinates provided by using a hand-held device.

The SPT borings will be drilled in general accordance with applicable ASTM standards and grouted/patched at completion. CTTI will transport the core specimens and soil samples to our laboratory for examination and additional testing as required by our geotechnical engineer for classification in general accordance with the Unified Soil Classification System.

Prior to the drilling work, we will contact the Sunshine One-Call Center to mark-out the location of known underground utilities around the proposed borings.

At completion of the field and laboratory work, we will prepare a report summarizing the work done and presenting the pavement's surface and base course material and section thickness, the subsurface soil

Proposal for Geotechnical Engineering Exploration & Pavement Evaluation
DeLand Municipal Airport-Apron Pavement Rehabilitation
DeLand, Florida

profile, soil classification, CBR test results, and groundwater table along with our geotechnical engineering evaluations and recommendations for the rehabilitation work.

ESTIMATED FEE

Based on the proposed scope of services and assuming accessibility to the boring location without delays the fee for our geotechnical engineering exploration and pavement evaluation is as follows:

Mobilization (Soil Borings)	\$ 650.00
SPT Borings (40 ft. @ \$14.50/ft)	\$ 580.00
Pavement Core (8 @ \$125.00 each)	\$1,000.00
Grouting of Borings (40 ft. @ \$8.00/ft)	\$ 320.00
Lab CBR (2 @ \$425 each)	\$ 850.00
Laboratory Soil Testing (Soil Classification)	\$ 400.00
Management (utility clearance, boring layout, etc.)	\$ 250.00
Engineering and Report Preparation	\$ 810.00
Administration	\$ 60.00
Total	\$4,920.00

Schedule

We anticipate that our fieldwork will encompass one (1) working day. Our report should be issued within 5 working days of completion of the field and laboratory work.

Limitations

The borings detailed in this proposal do not include drilling into environmentally contaminated material.

Authorization

If this proposal is acceptable, please authorize us to proceed with the proposed services by signing below and return to our office. A sub-contract agreement will also be sufficient as authorization.

Closing

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. If you have any questions please contact us at our Lake City, FL office (386) 755-3633.

Sincerely,

Cal-Tech Testing, Inc.

Ivan E. Marcano, MSCE, P.E.
Sr. Geotechnical Engineer

Mike Stalvey, Jr.
Vice-President

Proposal for Geotechnical Engineering Exploration & Pavement Evaluation-DeLand Municipal Airport, Apron Pavement Rehabilitation, DeLand, Florida

Name of Representative
(Print)

Date

Title:

Representative Signature:

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Consideration re Approval of Design and Bidding Services - AVCON, Inc. for Runway 5-23 Rehabilitation.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: DED Rwy 5-23 Design & Bid Proposal

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

Runway 5-23 was last paved in the late 1990s. The runway is now deteriorating and in need of rehabilitation. This project also includes modifications to the medium intensity runway and taxiway lights (MIRL and MITL) and airfield guidance signage, removing and relocating existing 2-box Precision Approach Path Indicator (PAPI) systems, removal of unused pavements, pavement markings, and removal of Runway 5-23 blast pads.

The subject Design, Administration and Bidding Services by Avcon includes the following services:

1. Grant Management
2. Preparation of reimbursement requests
3. Project coordination with the funding agencies
4. Schematic, Preliminary & Final Design
5. Permitting

6. Bidding assistance

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Florida Department of Transportation (FDOT) has agreed to fund 80% (\$273,680) with the remaining 20% (\$68,420) to be provided by the Airport Enterprise Fund which is included in FY23-24 budget. The FY 23/24 Airport Budget included \$350,000 for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional design and bidding services for Runway 5-23 rehabilitation in the amount of \$342,100.00.

BACKGROUND/DISCUSSION:

Completion of design is expected in the summer of 2024.



PROPOSED SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES DESIGN AND BIDDING PHASE SERVICES

REHABILITATION OF RUNWAY 5-23

DELAND MUNICIPAL AIRPORT DELAND, FLORIDA MARCH 2024

This scope of services covers design and bidding phase services required for the Rehabilitation of Runway 5-23 project at DeLand Municipal Airport.

PROJECT DESCRIPTION:

The CONSULTANT shall provide design phase services for the Rehabilitation of Runway 5-23 project at DeLand Municipal Airport. The project limits are depicted on Attachment B. Generally, the project includes rehabilitation of Runway 5-23 and includes corrections to the fillet geometry at intersections with taxiways and runways. Also included in the project are modifications to the medium intensity runway and taxiway lights (MIRL and MITL) and airfield guidance signage impacted by the construction, removal of the existing 2-box PAPI systems, siting and installation of new 2-box PAPI systems, removal of dilapidated/unused pavements, pavement markings, removal of the Runway 5-23 blast pads, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
 - Acquire topographic survey.
 - Acquire geotechnical information.
 - Acquire AGIS survey data for Runway 5-23.
 - Develop pavement design.
 - Develop schematic plans.
 - Prepare Engineer's Report and construction cost estimate.
 - Submit Categorical Exclusion (CatEx).
- Preliminary Design.
 - Field verify survey.
 - Develop preliminary paving, grading, drainage, and marking design plans.
 - Develop preliminary airfield electrical, lighting, and signage design plans.
 - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
 - Develop general and technical specifications.
 - Update Engineer's Report and construction cost estimate.
- Final Design.
 - Finalize design plans.
 - Submit stormwater permit application.
 - Submit FAA OE/AAA (Airspace Review).
 - Finalize CSPP and upload to OE/AAA for FAA review and approval.
 - Finalize general and technical specifications.
 - Prepare Final Engineer's Report and construction cost estimate.

Bidding Phase

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FDOT during the bidding process.

- Bidding
 - Prepare bid documents for distribution.
 - Assist with advertisement.
 - Attend and prepare meeting minutes for pre-bid conference.
 - Respond to bidder questions, issue addenda.

- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase, SJRWMD Permit, and bid tabulation and recommendation of award letter. Final Contract Documents will be uploaded into JACIP.

ATTEST:

 Printed Name: _____
 Title: _____

AVCON

By: _____
 Printed Name: _____
 Title: _____

ATTEST:

 Julie A. Hennessy, MMC
 City Clerk – Auditor

CITY OF DELAND

By: _____
 Christopher M. Cloudman,
 Commissioner - Mayor

 Date: _____



ATTACHMENT B - HOUR AND FEE PROPOSAL
REHABILITATION OF RUNWAY 5-23 - DESIGN AND BIDDING PHASE SERVICES
DELAND MUNICIPAL AIRPORT

02/28/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Project Engineer		Project Engineer		Sr. CADD Design		QC Reviewer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 240	Rate/Hour:	\$ 220	Rate/Hour:	\$ 142	Rate/Hour:	\$ 96	Rate/Hour:	\$ 89	Rate/Hour:	\$ 150	Rate/Hour:	\$ 65	Hours	Cost	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN																	
1.1	Grant Administration and Project Coordination	8	\$ 1,920	16	\$ 3,520		\$ -		\$ -		\$ -		\$ -		\$ -	24	\$ 5,440	\$ -
1.2	Acquire topographic survey.		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ 30,621
1.3	Acquire geotechnical information.		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ 12,930
1.4	Acquire AGIS survey data for Runway 5-23.		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ 52,900
1.5	Develop pavement design.		\$ -	8	\$ 1,760	16	\$ 2,272	8	\$ 768		\$ -		\$ -		\$ -	32	\$ 4,800	\$ -
1.6	Develop schematic plans.		\$ -	24	\$ 5,280	80	\$ 11,360	80	\$ 7,680	80	\$ 7,120		\$ -		\$ -	264	\$ 31,440	\$ -
1.7	Prepare Engineer's Report and construction cost estimate.		\$ -	4	\$ 880	16	\$ 2,272	40	\$ 3,840		\$ -		\$ -	24	\$ 1,560	84	\$ 8,552	\$ -
1.8	Submit Categorical Exclusion (CatEx).		\$ -	4	\$ 880		\$ -		\$ -	8	\$ 712		\$ -		\$ -	12	\$ 1,592	\$ -
1.9	QC Review		\$ -	4	\$ 880	4	\$ 568	8	\$ 768		\$ -	8	\$ 1,200		\$ -	24	\$ 3,416	\$ -
	Subtotal	8	\$ 1,920	72	\$ 15,840	140	\$ 19,880	136	\$ 13,056	88	\$ 7,832	8	\$ 1,200	24	\$ 1,560	476	\$ 61,288	\$ 96,451
2	PRELIMINARY DESIGN																	
2.1	Grant Administration and Project Coordination	8	\$ 1,920	16	\$ 3,520		\$ -		\$ -		\$ -		\$ -		\$ -	24	\$ 5,440	\$ -
2.2	Field verify survey.		\$ -		\$ -	16	\$ 2,272	16	\$ 1,536		\$ -		\$ -		\$ -	32	\$ 3,808	\$ -
2.3	Develop preliminary paving, grading, drainage, and marking design plans.		\$ -	24	\$ 5,280	40	\$ 5,680	80	\$ 7,680	80	\$ 7,120		\$ -		\$ -	224	\$ 25,760	\$ -
2.4	Develop preliminary airfield electrical, lighting, and signage design plans.		\$ -	24	\$ 5,280	80	\$ 11,360	80	\$ 7,680	80	\$ 7,120		\$ -		\$ -	264	\$ 31,440	\$ -
2.5	Develop Draft Construction Safety and Phasing Plans and Document (CSPP).		\$ -	16	\$ 3,520	40	\$ 5,680	40	\$ 3,840	40	\$ 3,560		\$ -		\$ -	136	\$ 16,600	\$ -
2.6	Develop general and technical specifications.		\$ -	8	\$ 1,760	40	\$ 5,680	40	\$ 3,840		\$ -		\$ -	16	\$ 1,040	104	\$ 12,320	\$ -
2.7	Update Engineer's Report and construction cost estimate.		\$ -	8	\$ 1,760	16	\$ 2,272	24	\$ 2,304	24	\$ 2,136		\$ -	8	\$ 520	80	\$ 8,992	\$ -
2.8	QC Review		\$ -	4	\$ 880	8	\$ 1,136	8	\$ 768		\$ -	16	\$ 2,400		\$ -	36	\$ 5,184	\$ -
	Subtotal	8	\$ 1,920	100	\$ 22,000	240	\$ 34,080	288	\$ 27,648	224	\$ 19,936	16	\$ 2,400	24	\$ 1,560	900	\$ 109,544	\$ -
3	FINAL DESIGN																	
3.1	Grant Administration and Project Coordination	8	\$ 1,920	16	\$ 3,520		\$ -		\$ -		\$ -		\$ -		\$ -	24	\$ 5,440	\$ -
3.2	Finalize design plans.		\$ -	24	\$ 5,280	40	\$ 5,680	80	\$ 7,680	80	\$ 7,120		\$ -		\$ -	224	\$ 25,760	\$ -
3.3	Submit stormwater permit application.		\$ -	8	\$ 1,760	24	\$ 3,408	16	\$ 1,536		\$ -		\$ -		\$ -	48	\$ 6,704	\$ -
3.4	Submit FAA OE/AAA (Airspace Review).		\$ -	4	\$ 880	8	\$ 1,136	8	\$ 768		\$ -		\$ -		\$ -	20	\$ 2,784	\$ -
3.5	Finalize CSPP and upload to OE/AAA for FAA review and approval.		\$ -	16	\$ 3,520	16	\$ 2,272	16	\$ 1,536	8	\$ 712		\$ -		\$ -	56	\$ 8,040	\$ -
3.6	Finalize general and technical specifications.		\$ -	8	\$ 1,760	16	\$ 2,272	16	\$ 1,536		\$ -		\$ -	8	\$ 520	48	\$ 6,088	\$ -
3.7	Prepare Final Engineer's Report and construction cost estimate.		\$ -	4	\$ 880	4	\$ 568	4	\$ 384		\$ -		\$ -	5	\$ 325	17	\$ 2,157	\$ -
3.8	QC Review	8	\$ 1,920	4	\$ 880	4	\$ 568	4	\$ 384		\$ -	8	\$ 1,200		\$ -	28	\$ 4,952	\$ -
	Subtotal	16	\$ 3,840	84	\$ 18,480	112	\$ 15,904	144	\$ 13,824	88	\$ 7,832	8	\$ 1,200	13	\$ 845	465	\$ 61,925	\$ -
4	BIDDING																	
4.1	Grant Administration and Project Coordination	8	\$ 1,920	4	\$ 880		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 2,800	\$ -
4.2	Prepare bid documents for distribution		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ -
4.3	Assist with advertisement		\$ -	4	\$ 880		\$ -		\$ -		\$ -		\$ -	4	\$ 260	8	\$ 1,140	\$ -
4.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -	4	\$ 260	12	\$ 2,020	\$ -
4.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -	4	\$ 260	16	\$ 2,276	\$ -
4.6	Attend bid opening		\$ -	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,760	\$ -
4.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 880		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 880	\$ -
	Subtotal	8	\$ 1,920	36	\$ 7,920	16	\$ 2,272	0	\$ -	0	\$ -	0	\$ -	12	\$ 780	72	\$ 12,892	\$ -
	Total	40	\$ 9,600	292	\$ 64,240	508	\$ 72,136	568	\$ 54,528	400	\$ 35,600	32	\$ 4,800	73	\$ 4,745	1,913	\$ 245,649	\$ 96,451

Total Project Fee \$ 342,100

February 9, 2024

Alexis Collazo | Engineer, Airports
AVCON, Inc.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822

Re: Runway 5-23 Rehabilitation-Deland Municipal Airport (the “Project”)
Deland, Volusia County, Florida
Proposal to provide Professional Surveying and Mapping Services (the “Proposal”)

Dear Ms. Collazo:

We are pleased to submit this Proposal to provide Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group, Ltd. (“BCG”) and AVCON, Inc. (the “Client”).

Bowman Consulting has the resources and experience to make your project a success. In addition to Surveying services, BCG also provides Engineering, Environmental, Planning, 3D Laser Scanning, Subsurface Utility Engineering Services (SUE), Landscape Architectural, Right-of-Way Services and Transportation services to clients across the nation.

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that Bowman will provide Surveying services for the design of runway 5-23 improvements at the Deland Municipal Airport.

Standard of Care - Services provided by BCG under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the BCG Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

Task 1 Topographic Survey:

- A. Prepare a Topographic Survey, as defined in Chapter 5J17-05 of the Florida Administrative Code (F.A.C.).
- B. The topographic limits of the survey are as shown on Exhibit “A” (Included).
- C. The Survey shall include the following:
 - A 50' x 50' topographic grid on all hard surfaces including centerlines and pavement

- edges.
 - A 100' x 100' grid of all turf areas
 - Locate limits of pavement, fences, lights, all overhead and visible signs of underground utilities, and any other physical features.
 - Locate and identify all drainage structures including rim and invert elevation, pipe size and type, and direction of flow.
 - Locate and identify all telephone and electrical junction boxes, poles, risers, or transformers.
 - Locate any other utilities or physical features not specifically listed above that lie within the survey limits.
 - Locate all pavement markings.
 - Locate centerline of runway 12-30 per Exhibit "A".
 - Locate all significant grade changes.
- D. Establish or recover a minimum of three (3) permanent survey control points for the purpose of control, within the proposed project area.
- E. Horizontal datum shall reference the Florida State Plane Coordinate System NAD 83/2011 FL East.
- F. Vertical datum shall be referenced NAVD88.
- G. Pavement elevations, rim and invert elevation of drainage structures shall be measured to the nearest 0.01'. Existing ground elevation shall be measured to the nearest 0.1'.
- H. A ground surface model shall be created with contours at a 0.5' interval within the area of topography. Highlight contours shall be provided at 1' intervals. All contours shall be labeled and shall reside on the correct layer.

Deliverables:

- A digital drawing file in an AutoCAD version 2022. The drawings shall contain entities on the appropriate layers. All existing features shall be color bylayer, placed on the appropriate NCS Extended system layer.
- A 3D existing ground topographic surface model, Digital Terrain Model (DTM) T.I.N. support file, and/or XML files (including feature lines, break lines, fault data, etc.) used to create the contours submitted. The T.I.N. files submitted shall be created using ACAD 2022. The files submitted shall include, as a minimum, the survey drawing with existing ground model EG.TIN, EG.PNT, EG.DAT (where EG is the surface name).
- Minimum three copies of signed and sealed Survey Drawings.
- Certified PDF of the Survey Drawings.

SUMMARY MATRIX

Task	Description	Fee	Fee Type	Qty	Total
1	Topographic Survey	\$30,621.00	LS	1	\$30,621.00
Total Lump Sum Fee					\$30,621.00

ASSUMPTIONS

The fees quoted above are based on work being performed in a systematic, orderly and progressive manner. If this is impossible because of circumstances peculiar to the particular operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstance, among others will necessitate charges being based on hourly rates:

- Work requiring overtime when requested by you. Under these conditions, hourly rates will be at 1.5 times the quoted hourly rates charged. Sundays and holidays will be billed at 2.0 times the appropriate rate. All overtime is subject to the availability of personnel.
- Any additional work requested that is not specifically covered in the above scope of work.

EXCLUSIONS

- Legal descriptions
- Wetland Surveys
- Boundary Survey
- Subsurface Utility Engineering

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by BCG in the interest of the Project and will be invoiced at the actual cost to BCG plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BCG, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BCG to perform the services described herein. By either countersigning this Proposal or verbally authorizing BCG to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of BCG in a timely manner and at no expense to BCG:

- Access to the airport property

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., BCG

will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

BCG's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide services to AVCON, Inc.

Sincerely,



Richard E. Barnes, Jr.
Senior Project Manager

AVCON, Inc. hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BCG to proceed with the Project, and the undersigned represents that he or she is authorized by AVCON, Inc. to so execute this Proposal.

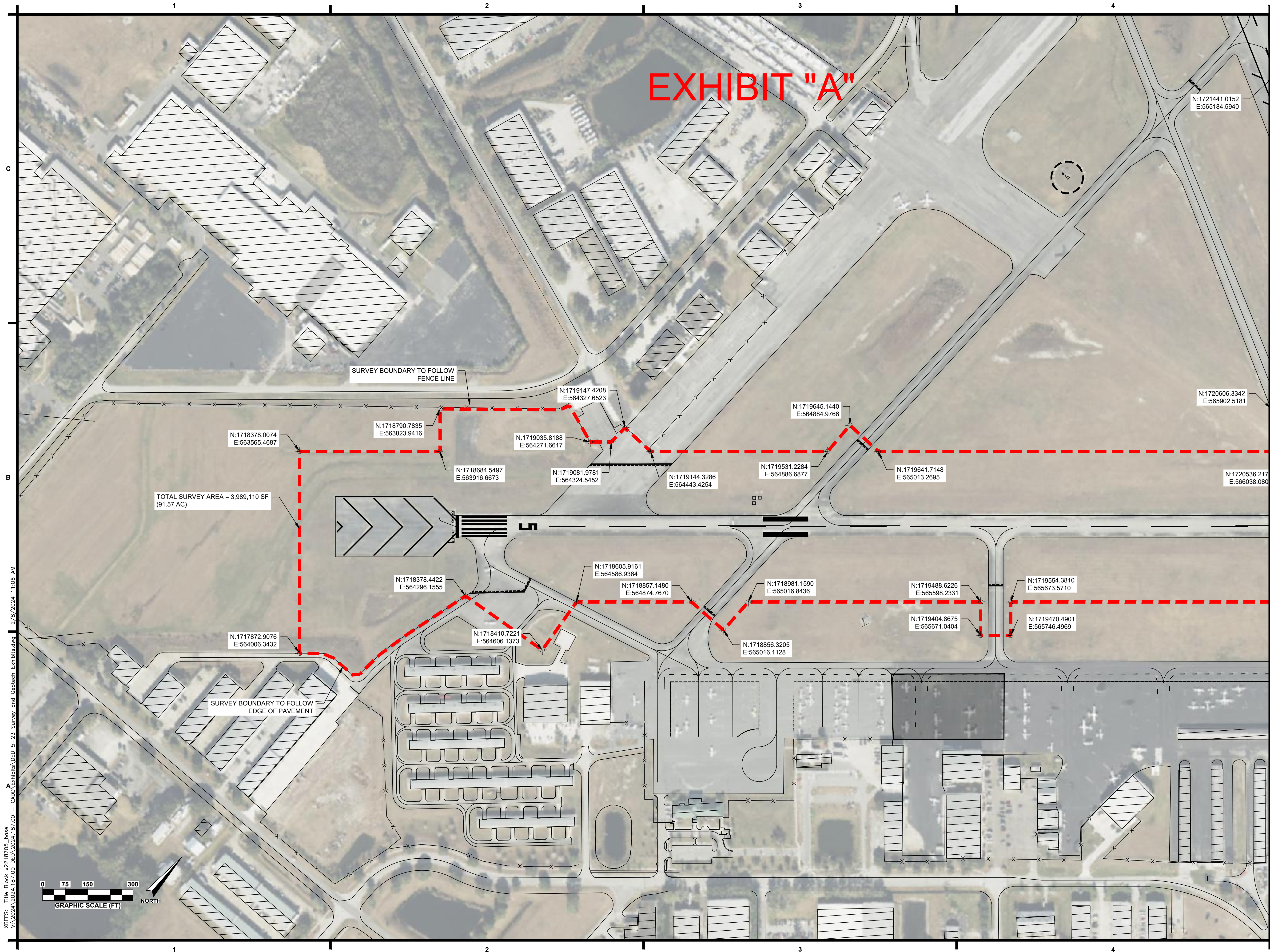
AVCON, Inc.

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____



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AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

This item has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed
and the signature must be verified on any electronic copies.
PROFESSIONAL SEAL

DELAND MUNICIPAL AIRPORT (DED)

RUNWAY 5-23 SURVEY EXHIBIT

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY
INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC.,
FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE.
WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC., ANY
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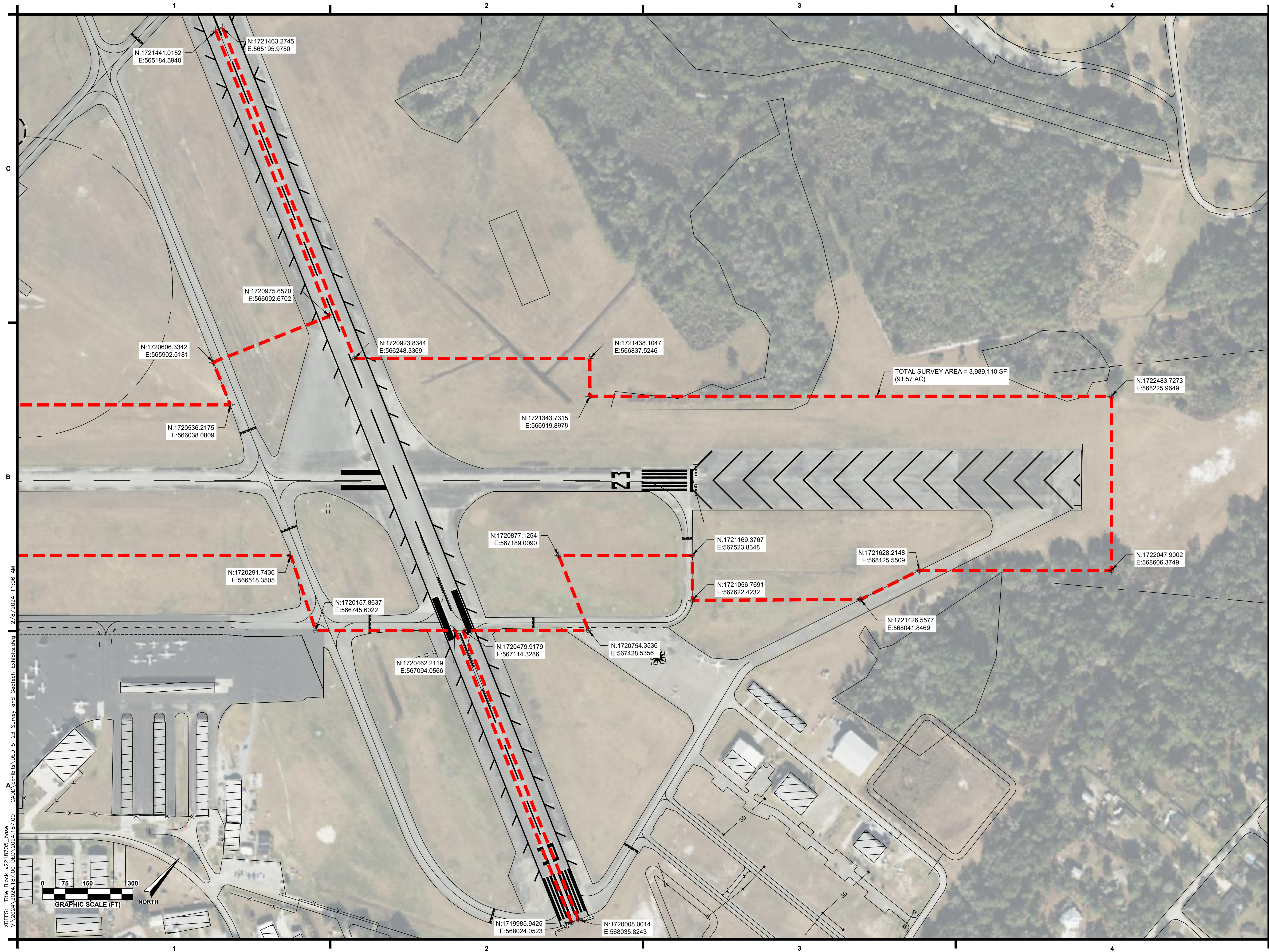
SCALE (US SVY FT): GRAPHIC

REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: DJN
APPROVED BY: DJN
DATE: FEBRUARY 2024

FDOT FM NO. XXXXXX-1
FAA AIP NO. 3-12-00XX-XXX-XXXX
AVCON PROJECT NO.

EXHIBIT



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ENGINEERS & PLANNERS
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DELAND MUNICIPAL AIRPORT (DED)

RUNWAY 5-23 SURVEY EXHIBIT

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: DJN
APPROVED BY: DJN
DATE: FEBRUARY 2024

FDOT FM NO. XXXXXX-1
FAA AIP NO. 3-12-00XX-XXX-XXXX
AVCON PROJECT NO.

EXHIBIT



Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

450 SR 13N, Suite 106-308, Jacksonville, FL 32259
Tel. (904) 381-8901 • Fax (904) 381-8902

February 9, 2024

Mr. Alexis Collazo
AVCON, Inc.
5555 E Michigan Street, Suite 200
Orlando, Florida 32822

**RE: Proposal for Geotechnical Engineering Exploration & Pavement Evaluation
DeLand Municipal Airport- Runway 5-23 Pavement Rehabilitation
DeLand, Florida**

Dear Mr. Alexis Collazo:

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform geotechnical engineering exploration and pavement evaluation for the proposed rehabilitation of the Runway 5-23 pavement at the DeLand Municipal Airport in DeLand, Florida.

SITE & PROJECT INFORMATION

Based on the Exhibit and other information you provided to us, the project site consists of Runway 5-23 pavement proposed for rehabilitation.

SCOPE OF SERVICES

Based on your request, our scope of services will consist of drilling eight (8) Standard Penetration Test (SPT) borings (10-ft-deep) and cutting cores at 27 locations of the runway pavement (including the SPT boring locations). In addition, we will bulk sample near-surface soils from six (6) locations along the edge (grassed area) of the runway pavement for determination of the subgrade California Bearing Ratio (CBR) in our laboratory.

The SPT boring and core locations will be laid out by our field crew from Ground Positioning System (GPS) coordinates provided by you using a hand-held device.

The SPT borings will be drilled in general accordance with applicable ASTM standards and grouted/patched at completion. CTTI will transport the core specimens and soil samples to our laboratory for examination and additional testing as required by our geotechnical engineer for classification in general accordance with the Unified Soil Classification System.

Prior to the drilling work, we will contact the Sunshine One-Call Center to mark-out the location of known underground utilities around the proposed borings.

At completion of the field and laboratory work, we will prepare a report summarizing the work done and presenting the pavement's surface and base course material and section thickness, the subsurface soil

profile, soil classification, CBR test results, and groundwater table along with our geotechnical engineering evaluations and recommendations for the rehabilitation work.

ESTIMATED FEE

Based on the proposed scope of services and assuming accessibility to the boring location without delays the fee for our geotechnical engineering exploration and pavement evaluation is as follows:

Mobilization (Soil Borings)	\$ 750.00
SPT Borings (80 ft. @ \$14.50/ft)	\$ 1,160.00
Pavement Core (27 @ \$125.00 each)	\$ 3,375.00
Grouting of Borings (80 ft. @ \$8.00/ft)	\$ 640.00
Lab CBR (6 @ \$425 each)	\$ 2,550.00
Laboratory Soil Testing (Soil Classification)	\$ 800.00
Management (utility clearance, boring layout, etc.)	\$ 350.00
Perdiem (3-man crew, 3 days)	\$ 495.00
Logging (3-man crew, 2 nights)	\$ 590.00
Engineering and Report Preparation	\$ 2,160.00
Administration	\$ 60.00
Total	\$12,930.00

Schedule

We anticipate that our fieldwork will encompass three (3) working days. Our report should be issued within 5 working days of completion of the field and laboratory work.

Limitations

The borings detailed in this proposal do not include drilling into environmentally contaminated material.

Authorization

If this proposal is acceptable, please authorize us to proceed with the proposed services by signing below and return to our office. A sub-contract agreement will also be sufficient as authorization.

Closing

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. If you have any questions please contact us at our Lake City, FL office (386) 755-3633.

Sincerely,

Cal-Tech Testing, Inc.

Ivan E. Marcano, MSCE, P.E.
Sr. Geotechnical Engineer

Mike Stalvey, Jr.
Vice-President

Proposal for Geotechnical Engineering Exploration & Pavement Evaluation-DeLand Municipal Airport, Runway 5-23 Pavement Rehabilitation, DeLand, Florida	
Name of Representative (Print)	Date
Title:	
Representative Signature:	

Scope of Services
DeLand Municipal Airport-Sidney H Taylor Field (DED)
Runway 05/23 18B Design Survey

Submitted to:

AVCON

Submitted by:

Woolpert, Inc.
11301 Carmel Commons Blvd., Suite 300
Charlotte, NC 28226

SCOPE OF SERVICES

18B COMPLIANT RUNWAY 05/23 DESIGN SURVEY

DeLand Municipal Airport-Sidney H Taylor Field (DED), DeLand, Florida

Overview

Woolpert understands that AVCON is designing and will be constructing a runway rehabilitation for runway 05/23 for DeLand Municipal Airport-Sidney H Taylor Field. The runway rehab project will consist of rehabilitating runway 05/23, correcting geometry at intersections, demolishing existing blast pads, replacing existing 2-box PAPIs with new 4-box PAPIs and replacing runway and taxiway lighting and signage associated with the construction. The FAA requires an aeronautical survey that meets or exceeds the standards outlined in the FAA Advisory Circulars 150/5300-16A, -17C and -18B. The survey specifications utilized will adhere to the requirements for Safety Critical Data Collection – Including Design Data (The **Design phase only** of a “Design/As-built” survey).

TASK 1: AERIAL SURVEY AND MAPPING

Woolpert will have previously provided a scope and fee proposal to collect imagery, perform airside surveys and airspace analysis in support of an ALP update. **This proposal is based on utilizing the imagery and airside survey performed for the ALP project.** Woolpert will not be collecting additional imagery or performing additional airside surveys for this design survey. The main objective of this effort will be to fulfill the requirements for the submittal of the **design only** portion of an 18B compliant design/as-built drawing set and submission to the FAA through its Airport Data and Information Portal (ADIP). **All survey and photogrammetry work will be accomplished during the ALP project** in accordance with the following FAA Advisory Circulars (ACs):

AC 150/5300-16B: *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*

AC 150/5300-17C: *Standards for Using Remote Sensing Technologies in Airport Surveys*

AC 150/5300-18B: *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*

The objective for this task is to submit safety critical data based on the proposed/designed changes for the 05/23 runway rehab project for the Airport for the purpose of procedure development in a format that is recognized by FAA. Design data will be provided by AVCON. This task will include Airport Airspace Analysis for the proposed 05/26 runway. **The navigational aid (NAVAID) inventory, runway ends/thresholds, runway profiles, and imagery collection performed for the ALP project will be utilized to reduce cost and avoid redundancy.** Woolpert will fulfill the data collection, formatting, delivery, and process requirements of the FAA Airports GIS (AGIS)/ADIP program.

In general, Woolpert's approach to fulfilling the AGIS/ADIP requirements will consist in completing the tasks outlined in Table 2-1 (Survey Requirements Matrix) of FAA AC 150/5300-18B, in the column noted "Instrument Procedure Development". Woolpert will be responsible for coordinating and submitting AGIS/ADIP deliverables to the FAA.

Prepare Project Plans and Survey Coordination

This task includes the development, submission, and approval of the "Statement of Work" for the project through the FAA ADO and FAA AGIS/ADIP portal. Woolpert will also develop, submit, and obtain the approval of the "Imagery/Remote Sensing Plan" and the "Survey & Quality Control Plan" required by the FAA through the portal.

Photogrammetry and Surveys

The following includes the various survey subtasks required.

Validate PACS/SACS and Geodetic Control

Note: This Task will be performed during the ALP survey and is not included in this scope.

Survey Imagery Photo Control

Note: This Task will be performed during the ALP survey and is not included in this scope.

Acquire Aerial Imagery

Note: This Task will be performed during the ALP survey and is not included in this scope.

Aero Triangulation

Note: This Task will be performed during the ALP survey and is not included in this scope.

Orthophoto Production

Note: This Task will be performed during the ALP survey and is not included in this scope.

Runway Surveys

Note: This Task will be performed during the ALP survey and is not included in this scope.

Navigational Aid Surveys

Note: This Task will be performed during the ALP survey and is not included in this scope.

Airport Airspace Analysis/Obstruction Surveys

This section summarizes the various subtasks associated with the airport airspace analysis and obstruction surveys.

Advisory Circular 150/5300-18B Vertically Guided/Non-Vertically Guided Survey

An airport airspace analysis (AAA) will be performed in accordance with AC 150/5300-18B, Table 2-1 for projects involving procedure development. The AAA will meet the following specifications:

Proposed Runway 5-23: 18B Vertically Guided Surfaces

Localizer Performance with Vertical Guidance (LPV) approach to both runway ends with greater than $\frac{3}{4}$ statute mile visibility minimums.

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 Airport Data Features.

Other surfaces

Include the applicable PAPI obstacle clearance surface (OCS) and light signal clearance surface (LSCS) for the proposed 4-Box PAPIs on each end for proposed runway 05/23.

Note: PAPI Surface analysis will be truncated to 4NM.

Airport Data Information Portal Upload

All data will be edited and formatted in the appropriate FAA ADIP/AGIS format. Woolpert will be responsible for populating geospatial-related and/or critical attributes required for the Design Phase of a “Design/As-built” project. The final AGIS file created by Woolpert will include Safety-Critical data including:

Airport Airspace Analysis Data (Based on Proposed Runway 05/23)
Proposed Runway Survey Data
Proposed NAVAID Survey Data

Final GIS data will meet the following specifications:

GIS Data Model - FAA AGIS (AC 150/5300-18B, Chapter 5)
GIS Delivery Format - AutoCAD

Reports and Submittals

All project plans, reports, and submittals will be reviewed by Woolpert and the AVCON PM prior to submittal or upload to ADIP/AGIS.

Summary of Task 1 Deliverables

Design Statement of Work, Design Imagery Plan, and Design Survey and Quality Control Plan
Imagery Data
Surveys
Rectified Orthophotos
Obstruction Data for proposed 18B Vertically Guided Surfaces and PAPI OCS/LSCS

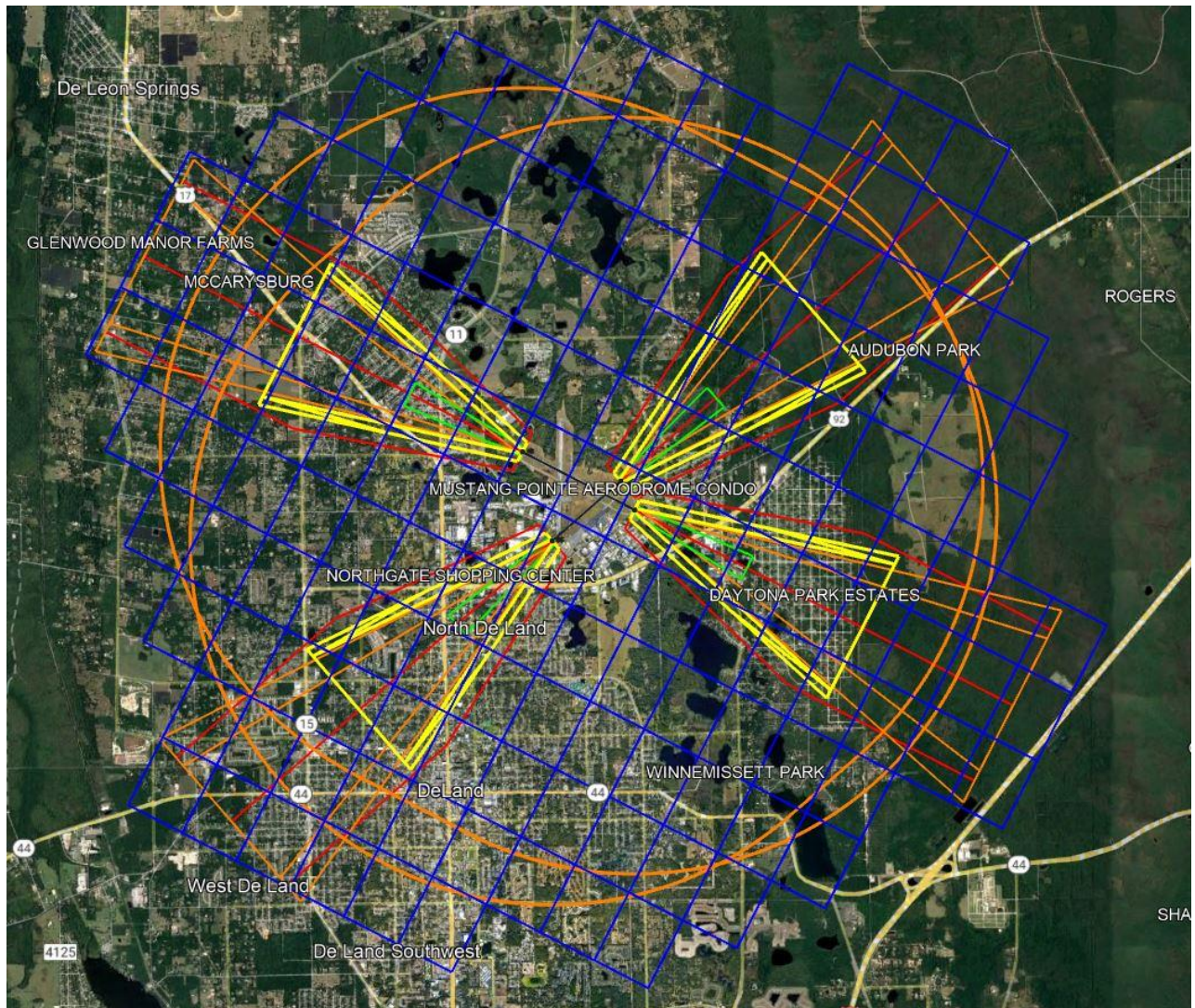
Summary of Task 1 Exclusions

Obstacle action plan
GIS data attribution beyond minimum required for ADIP/AGIS upload
Security background checks and/or SIDA training and badging for survey team
Utility surveys
Tree flagging for clearing purposes
Property and/or right-of-way surveys
Subdivision design
Easement preparation
Construction layout
Hydrographic studies
GIS consulting services

LUMP SUM FEE: 18B COMPLIANT DESIGN SURVEY

DED Fee Estimates	
Task Description	Fee Estimate
Preparations and Communications	\$1,900.00
Geodetic Control, Photo Control and Airside Survey	N/A
Aerial Photography Acquisition, Analytic Triangulation	N/A
Photogrammetric Obstruction Analysis (Proposed 18B and PAPI OCS/LSCS surfaces truncated to 4nm)	\$24,700.00
Topographic and Planimetric Mapping	N/A
Progress Reporting, Deliverables and Final Project Report	\$26,300.00
Ortho Imagery	N/A
Reimbursable Expenses	N/A
Lump Sum Fee –18B Design Survey for DED =	\$52,900.00

APPENDIX A – 0.5' GSD IMAGERY LIMITS (NOTE: TO BE COLLECTED FOR THE ALP SURVEY, NOT INCLUDED IN THIS SCOPE)



APPENDIX B – AC 150/5300-18B TABLE 2-1

Intended End Use of the Data	AC Reference	Instrument Procedure Development	Comments
Required Tasks V			
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	
Establish or validate Airport Geodetic Control	150/5300-16	•	Set TSMs
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	
Survey runway end(s)/threshold(s)	150/5300-18	•	
Monument runway end(s)/threshold(s)	150/5300-18	•	
Document runway end(s)/threshold location(s)	150/5300-18	•	
Identify and survey any displaced threshold(s)	150/5300-18	•	
Monument displaced threshold(s)	150/5300-18	•	
Document displaced threshold(s) location	150/5300-18	•	
Determine or validate runway length	150/5300-18	•	
Determine or validate runway width	150/5300-18	•	
Determine runway profile using 50 foot stations	150/5300-18	•	
Determine runway profile using 10 foot stations	150/5300-18	•	
Determine the touchdown zone elevation (TDZE)	150/5300-18	•	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18		
Determine and document the horizontal extents of any Stopways	150/5300-18	•	
Determine any Stopway profiles	150/5300-18	•	
Determine if the runway has an associated clearway	150/5300-18		
Survey clearway to determine objects penetrating the slope	150/5300-18	•	
Determine and document the taxiway intersection to threshold distance	150/5300-18		
Determine runway true azimuth	150/5300-18	•	
Determine or validate and document the position of navigational aids	150/5300-18	•	
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18	•	
Determine potential navigational aid screening objects	150/5300-18		
Collect and document VOR receiver checkpoint location and associated data	150/5300-18		
Perform or validate and document an airport airspace analysis	150/5300-18	•	
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	
Collect or validate and document airport planimetric data	150/5300-18		
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18		
Perform or validate a topographic survey	150/5300-18		
Collect and document runway and taxiway lighting	150/5300-18		
Collect and document parking stand coordinates	150/5300-18		
Collect cultural and natural features of landmark value	150/5300-18		
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18		
Determine all Land Use to 65 DNL contour	150/5300-18		
Document features requiring digital photographs	150/5300-18	•	
Document features requiring sketches	150/5300-18	•	
Collect position and type of runway markings	150/5300-18		
Collect position and type taxiway markings	150/5300-18		
Locate, collect, and document photo ID points	150/5300-17		
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18		
Collect imagery	150/5300-17	•	
Provide a final Project Report	150/5300-16/18	•	

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award 437023-1-94-01 for Rehabilitation Runway 5/23 Design Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution, Exhibit A

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

The design of Runway 5-23 includes modifications to the medium intensity runway and taxiway lights (MIRL and MITL) and airfield guidance signage, removing and relocating existing 2-box Precision Approach Path Indicator (PAPI) systems, removal of unused pavements, pavement markings, and removal of Runway 5-23 blast pads. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% (\$273,680) 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 \$273,680 or 80% in FDOT funding, with remaining funds \$68,420 or 20% to be provided by the Airport budget.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

Runway 5-23 was last paved in the late 1990s. The runway is now deteriorating and in need of rehabilitation.

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT
AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, FINANCIAL MANAGEMENT NO. 437023-1-94-01 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 Runway 5/23, 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 \$68,420 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 1st day of April 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) 437023-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55052000531
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596000307028
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Rehabilitate Runway 5/23 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, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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9. Project Cost:

- a. The estimated total cost of the Project is \$342,100. 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 \$273,680 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
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitate Runway 5/23 including new lights with in-ground conduit and cans, regulator and PAPI's.

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): Runway Rehabilitation/Preservation: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, bid and award services, permitting, design of pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, navigational aids, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to design the rehabilitation of the pavement on runway 5/23 and associated connectors. The Sponsor will comply with Aviation Program Assurances.

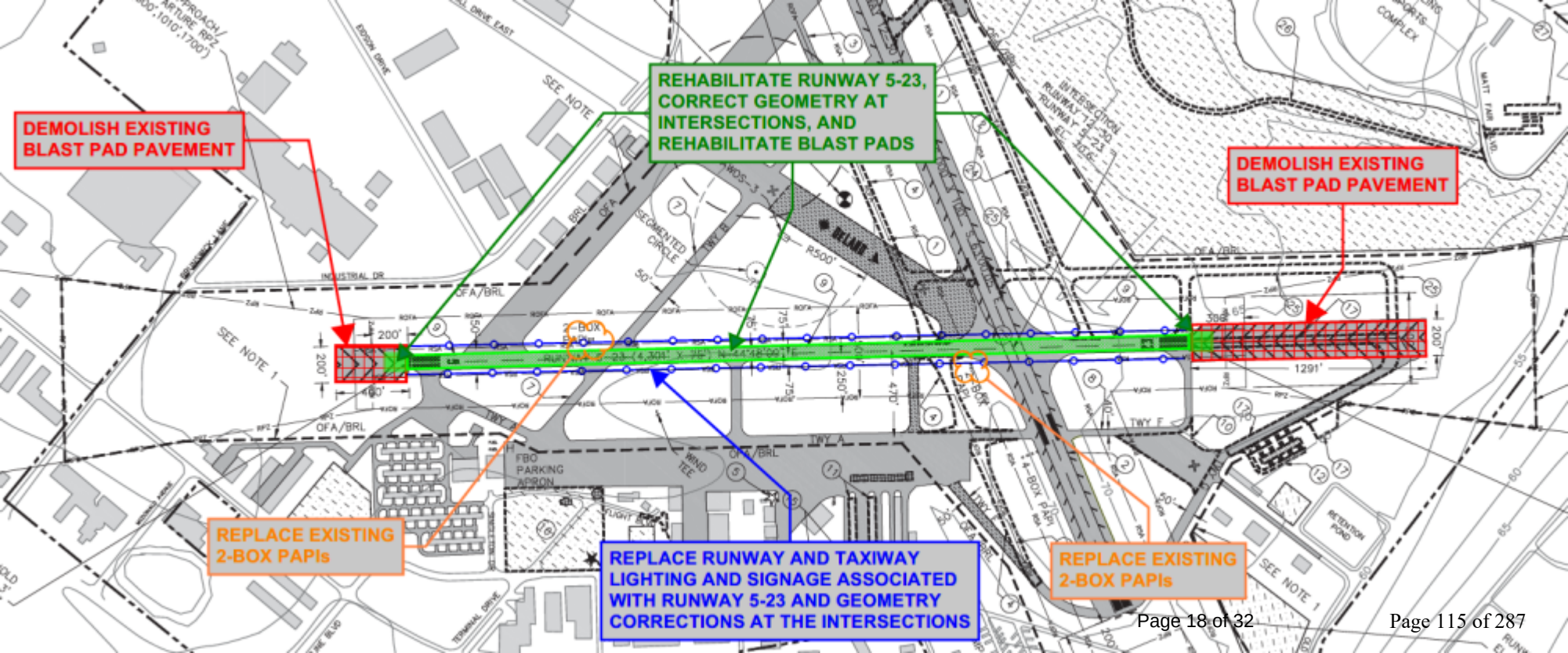
D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

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

E. Unallowable Costs (including but not limited to): N/A

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
437023-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$273,680.00
437023-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$68,420.00
Total Financial Assistance							\$342,100.00

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	\$273,680.00	\$68,420.00	\$0.00	\$342,100.00	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	\$273,680.00	\$68,420.00	\$0.00	\$342,100.00			

*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

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

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 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

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>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

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:** \$273,680

*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
April 1, 2024

SUBJECT: Consideration re JL2 Architecture Design Services, Fire Station 83 Expansion and Renovation.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: 2023-P031_DeLand Fire 83_PROPOSAL_3.13.2024

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

Fire Station 83 expansion and renovation are needed due to the influx of residential and commercial construction projects that are underway in SE area of the city. In addition, there are other future proposed projects that could bring further commercial, apartment-style residential and single-family residences which will require additional fire and medical coverage. The call volume has increased 25% over the past two years, while travel distances and concurrent calls for service will raise response times that may place fire department outside of the current accreditation standard of 6-minute response time in the 90th percentile. As part of the six firefighters the City hired in 2021, we had planned on utilizing 3 of those personnel to offset the cost of expansion to that SE area. In the upcoming 24/25 budget, we plan on hiring additional firefighters to staff two response units from Fire Station 83. Once our new ladder truck is delivered, we will attempt to hire 3 additional firefighters in the 25/26 budget for full staffing of the Ladder 83 unit at Fire Station 83. This expansion of the building would be needed to house this additional compliment of firefighters, and will help fire department meet their ISO and accreditation needs for the increased demand and expansion.

The subject task assignment will provide Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Structural and Geotechnical services for this project. It includes renovation of approximately 2,900 SF and addition of 700 SF to the existing Fire Station 83. The Civil design services will be performed by the City Engineering Department due to the high cost of sub-consultant civil engineering fee.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Funds for this project has been included in Fire Department current fiscal year budget.

RECOMMENDATION:

Staff recommends that the City Commission approve JL2 professional design services for Fire Station 83 renovation and expansion, in the total amount of \$87,458.00.

BACKGROUND/DISCUSSION:

N/A

Proposal for Professional Design Services

March 13, 2024

Mr. Ray Bahrami, PE
Deputy Public Services Director
City of DeLand
1102 S Garfield Ave
DeLand, FL 32724

Re: Proposal for Professional Design Services
City of DeLand—Fire Station 83-Addition/Renovations

Commission No. 2023-P031

Dear Mr. Bahrami:

jl2 Architecture appreciates the opportunity to submit our proposal for Professional Architectural & Engineering Services on the above referenced project for your consideration. The scope of work and compensation for the project is described as:

I. Description of Project Scope Items included:

- A. The City of DeLand is renovating approximately 2,900 sf and adding a 700 sf addition to the existing Fire Station 83, located on E Taylor Road in DeLand, FL. Below is a detailed breakdown of the proposed design scope of work:
1. Measured Drawings.
 2. Geotechnical Report.
 3. Programming & Conceptual Planning.
 4. Architectural / Structural / MEPF & Security construction documents.
 5. Permit coordination.

II. Design Disciplines included:

- A. Design services for the project include the following disciplines:
1. Architectural / jl2 Architecture
 2. MEPF, Security / TLC Engineering
 3. Structural Engineering / BBM Structural
 4. Geotechnical Engineering / Bechtol Engineering

III. We understand that the final schedule is yet to be determined and will be finalized by the City. We have listed below a draft schedule for the jl2 team's scope of work. Description of Design Phases and Draft Milestone Schedule included (billing will occur monthly & be based on the percentage of work performed at that time):

- A. Phases and Deliverables for this proposal include:
1. Site Investigations / Programming—**4 weeks**
 2. 100% Schematic Documents—**6 weeks**
**includes a document page turn for County review of documents.*
 3. 100% Construction Documents—**9 weeks**
**includes 3 week owner review period*
 4. Permitting—**Estimated at 6 weeks (pending AHJ/Owner timing)**

IV. Design Services Exclusions & Clarifications:

- A. Items not listed in the Scope of Work and Design Services above & listed below are not included in this proposal:
1. City of DeLand to perform all site design and permitting scope requirements.
 2. Administration of the bidding process is not included.
 3. City of DeLand to provide all existing facility documents available.
 4. Totals include all printing and other expenses required to complete scope of work listed above.
 5. All documents other than one's required for jurisdictional permitting will be submitted to the City electronically.
 6. Construction administration is not included and will be negotiated later under an additional task assignment.

V. Compensation for Architectural / Engineering Services:

For the scope listed above, we propose a fixed lump sum fee of \$87,458.00 (Eighty Seven Thousand Four Hundred Fifty-Eight Dollars). *See Exhibit A for hourly breakdowns.

1. 100% Schematic Documents—**30%**
2. 100% Construction Documents / Permitting / Bidding—**70%**

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. jl2 Architecture is prepared to initiate start-up immediately at the direction of the City of DeLand and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,

The block contains a stylized logo for 'jl2 ARCHITECTURE' and a handwritten signature of Johnnie Lohrum Jr. The logo features a large 'J' and 'L' with a '2' in the middle, and the word 'ARCHITECTURE' below it. The signature is written in cursive below the logo.

Johnnie Lohrum Jr., RA
President

EXHIBIT A

City of DeLand-Fire Station 83-Renovation/Addition--Fee/Hourly Breakdown							
ARCHITECTURAL							
March 13, 2024							
	170	170	130	170	160	95	
	Project Architect	Int. Designer	Cad Designer	Spec. Writer	Const. Admin.	Admin.	
Schematic Phase- 30%							
Prepare schematic drawings	16		24			3	
Team Review-weekly meetings	8						
Code analysis	4						
Consultant document coordination	8		8				
Site master plan development	16		8				
Issue Redline Review sets	4		4			4	
Specifications TOC							
Meetings with staff	12						
Subtotal hours	68	0	44	0	0	7	Total
Subtotal fees	11560	0	5720	0	0	665	17945
Construction Document Phase/Permitting-100%							
Incorporate owner DD comments	4	4	8	4			
Team meetings weekly	16	16					
Consultant coordination	16	8	16	4			
Prepare Construction Document package	16	16	32		16		
Final specification preparation	4			8			
Interior finishes	8	8					
Print and Issue Redline Review sets	4						
3D Renderings	8						
Meetings with staff	12						
Permitting	4	2	8	2		2	
Permit submittal-print, sign/seal, post	4	2					
Distribute drawings for bid	4					2	
Respond to contractor RFIs	4					2	
Subtotal hours	104	56	64	18	16	6	Total
Subtotal fees	17680	9520	8320	3060	2560	570	41710
TOTAL HOURS	172	56	108	18	16	13	
TOTAL FEES	29240	9520	14040	3060	2560	1235	
ARCHITECTURAL TOTAL FEES							59655
GEOTECHNICAL							
							7,500
MEPF							
MEPF(See attached breakdown)							12,530

Structural							
Structural(See attached breakdown)							7,773
TOTAL PROJECT FEES							87,458

City of DeLand-Fire Station 83-Renovation/Addition--Fee/Hourly Breakdown							
STRUCTURAL							
March 13, 2024							
	184	153	127		137	68	
	Project	Project	BIM		Const.	Admin.	
	Mgr.	Engineer	Tech.		Admin.		
Schematic Phase- 30%							
Prepare schematic drawings			3				
Team Review-weekly meetings		2					
Code analysis	1						
Consultant document coordination							
Site master plan development							
Interior finishes selection							
Print and Issue Redline Review sets							
Specifications TOC						1	
Develop cost estimate							
Meetings with staff							
Subtotal hours	1	2	3	0	0	1	Total
Subtotal fees	184	306	381	0	0	68	939
Construction Document/Permitting Phase- 100%							
Incorporate owner 90% CD comments							
Team meetings - weekly							
Consultant coordination		5	10				
Prepare construction document package	2	10	18				
Final Specification preparation					3	3	
Print and Issue Redline Review sets							
Meetings with staff							
Subtotal hours	2	15	28	0	3	3	Total
Subtotal fees	368	2295	3556	0	411	204	6834
TOTAL HOURS	3	17	31	0	3	4	
TOTAL FEES	552	2601	3937	0	411	272	
STRUCTURAL TOTAL FEES							7773

City of DeLand-Fire Station 83-Renovation/Addition--Fee/Hourly Breakdown							
MEP Engineering							
March 13, 2024							
	170	170	130	170	160	95	
	Project	Int.	Cad	Spec	Const.	Admin.	
	Eng	Designer	Designer	Writer	Admin.		
Schematic Phase- 30%							
Prepare schematic drawings	5	5	5				
Team Review-weekly meetings	1	1	1				
Code analysis							
Consultant document coordination	2	2				2	
Site master plan development							
Interior finishes selection							
Print and Issue Redline Review sets							
Specifications TOC				1			
Develop cost estimate							
Meetings with staff							
Subtotal hours	8	8	6	1	0	2	Total
Subtotal fees	1360	1360	780	170	0	190	3860
Construction Document Phase / Permitting-100%							
Incorporate owner DD comments	2	2	2				
Review Owner QC of DD package							
Team meetings - weekly	2	2	2				
Consultant coordination		2	2	2			
Prepare Construction Document package	11	11	11				
Final specification preparation				4			
Green Globes Documentation							
Cost estimate							
Print and Issue Redline Review sets							
Meetings with staff							
Subtotal hours	15	17	17	6	0	0	Total
Subtotal fees	2550	2890	2210	1020	0	0	8670
TOTAL HOURS	23	25	23	7	0	2	
TOTAL FEES	3910	4250	2990	1190	0	190	
MEP Engineering TOTAL FEES							12530

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Consideration of a Gateway Grant Request for 434 South Woodland Boulevard.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Neighborhood Center - gateway request

APPROVED BY: Michael Pleus, City Manager, March 27, 2024

SUMMARY/HIGHLIGHT:

The Neighborhood Center of West Volusia located at 434 South Woodland Blvd. has applied for a \$1,380.80 Gateway Grant to replace their front sign and upgrade their landscaping along Woodland Blvd. The Main Street DeLand Association Review Committee approved the application unanimously under the category of "Other projects as approved by the City Commission". This project is eligible to receive up to 50% of the total project cost as a reimbursement for expenditures with a grant not to exceed \$5,000. The total estimated cost for this improvement is \$2,761.61.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community" as a key asset

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is \$72,000 remaining in the current budget for Gateway Grants. Approval of the grant would reduce the balance by \$1,380.80.

RECOMMENDATION:

Staff recommends that the City Commission approve the Gateway Grant request for \$1,380.80.

BACKGROUND/DISCUSSION:

Neighborhood Center of West Volusia was founded in 1969 to help the hungry and homeless. The Neighborhood Center began when the Board of Directors purchased an old house on Woodland Boulevard in DeLand, Florida — the exact location at which we stand today. Over the years, the agency has expanded services and programs to meet the increased needs of the community. The Neighborhood Center continues to expand its programs serving the homeless community and making a substantial investment in the community.



THE NEIGHBORHOOD CENTER OF WEST VOLUSIA
GATEWAY BUSINESS IMPROVEMENT PROGRAM

12/13/2023

Grants Committee:

Challenges obtaining three estimates for the project arose due to businesses not responding or failing to provide quotes. I've attached email records highlighting our attempts. Kindly advise if additional information is required to proceed. Hopefully the NHCWV is still able to apply with this discrepancy. Thank you for your time and patience on this matter.

Joshua Vizcaino

Grants Director

Joshua.vizcaino@nhcwv.org

GATEWAY BUSINESS IMPROVEMENT PROGRAM 2023 - 2024

Matching Grants are available to property owners for improving the appearance of businesses located within DeLand's gateway districts. Eligible projects may receive Grant Awards of up to 50% of total project cost as a reimbursement for expenditures with no single grant exceeding \$5,000. Only one project per premise (defined as a single parcel of property on the Volusia County Property Appraiser's Records) may be submitted. Upon recommendation by the MainStreet Grant Committee and the City of DeLand Community Development Department, the City Commission may award larger grants for exceptional projects.

GATEWAY AREAS

Section 33-36 of the City's Land Development code describes three gateway areas. Grants may be awarded to businesses (commercial, retail and service, industrial, warehouse, wholesale or office use) in the City limits within any of these three areas.

1. *Core Gateway District.* All areas encompassed by or located within the following described area except those within the Downtown DeLand Tax Increment District:
 - Plymouth Avenue on the north, between Boundary and Hill Avenues
 - Hill Avenue on the east, between Plymouth and Beresford Avenues
 - Beresford Avenue on the south, between Hill and Boundary Avenues
 - Boundary Avenue on the west, between Beresford and Plymouth Avenues
 -
2. *Redevelopment Gateway District:* Properties on any of the following roadway segments:
 - North Woodland Boulevard – from Plymouth Avenue to U.S. 92
 - East New York Avenue – from Hill Avenue to Kepler Road
 - South Woodland Avenue – from Beresford Avenue to SR 472
 - West New York Avenue – from Boundary Avenue to the west corporate limit line
 - SR 15A – from Beresford Avenue to Plymouth Avenue
 -
3. *Emerging Gateway District:* Properties located on any of the following roadway segments:
 - Kepler Road and Martin Luther King Blvd.- from US 92 to SR 472
 - East New York Avenue (SR44) – from Hill Avenue to I-4
 - West New York Avenue (SR44) – from SR 15A to the CSX Railroad
 - SR 15A – from Plymouth Avenue to US 17
 - SR 15A – from Beresford Avenue to US 17/92
 - International Speedway Blvd. (US 92) – from US 17 to Old Daytona Road
 - CR 92 – from US 17 to SR 15A
 - Woodland Blvd. (US 17) – from International Speedway Blvd. to SR 15A
 - Orange Camp Rd. – from US 17/92 to I-4
 - County Rd 4139 – from SR 44 to I-4
 - Taylor Rd. – from US 17/92 to Martin Luther King Blvd.
 - Stone St. – from Plymouth Ave. north to CR 92
 - Interstate 4 – from 600' north of SR 44 to 600' south of Orange Camp Rd.

TYPES OF ELIGIBLE PROJECTS

This program is designed to offer a onetime award to improve the appearance of gateway properties. A wide variety of projects are eligible to receive matching grant funds. Examples of eligible projects include:

- Exterior building renovation which improves the appearance of the facility;
- Pressure washing or repainting the exterior of discolored buildings;
- Repainting exterior buildings from loud or garish colors to earth tones or pastels;
- Installation of landscape buffers where none exist;
- Installation of tree islands or landscape islands in older non-conforming parking lots;
- Replacement of older non-conforming signs with monument signs and foundation landscaping;
- Other projects as approved by the City Commission.

Note: All landscaping must be done with 'water-wise' plant materials.

General building or facility maintenance is not eligible for funding under this program. Examples of activities generally ineligible for funding under most circumstances include:

- Building reroofs;
- Parking lot re-striping;
- Replacement of dead or diseased landscape materials or re-sodding lawn areas;
- Installation of irrigation systems;
- Properties that are in violation of city codes are usually not eligible for funding;

The MainStreet DeLand Association shall manage the program in collaboration with the City's Community Development Department. The program is subject to overall policy direction, general oversight and final approval of all grant awards by the Deland City Commission. MainStreet DeLand Association shall receive all applications. The MainStreet Executive Director will work the City's Community Development Director or his appointee to ensure all applications are complete and comply with the codes and ordinances of the City. Recommendations for approval or denial will be forwarded to the DeLand City Commission for final consideration.

PLEASE NOTE: It is the expectation that all awarded grant projects will be completed with all documentation specified as necessary for payment submitted to the City of DeLand no later than September 30 of the year of the grant award.

AWARD OF FUNDS

Once an award is made, MainStreet DeLand shall be responsible for preparing documentation for payment of eligible expenses. The grant program works on a reimbursement basis and eligible expenses must be documented by a detailed receipts and cancelled checks. Upon validation of the request for reimbursement, MainStreet DeLand will submit a request for payment to the City Community Development Department. Approximately four weeks are needed to process the request for reimbursement.

GATEWAY GRANT APPLICATION

Property Address: 434 South Woodland Blvd, Deland FL 32720

Project Description: Front Sign Replacement and Landscaping Update. Funding will support replacing the old NHC sign with our updated logo and modernizing the bottom skirt. Landscaping enhancements include adding evergreen bushes and flowers, illuminated by yard solar-powered lights.

Owner's Name: The Neighborhood Center of West Volusia

Owner's Address: 434 South Woodland Blvd, Deland FL 32720

Phone: (386) 682-0449

E-Mail Address: Waylan.niece@nhcwv.org / Joshua.vizcaino@nhcwv.org

Applicant's Name: The Neighborhood Center of West Volusia

Applicant's Address: 434 South Woodland Blvd, Deland FL 32720

Phone: (386) 734-8120

E-Mail Address: Waylan.niece@nhcwv.org / Joshua.vizcaino@nhcwv.org

Type of Improvement Planned: Sign Replacement

Estimated Cost of Project: \$2,761.61

Amount Requested \$ 1,380.80

(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.

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.

GATEWAY GRANT APPLICATION

5. Monies are for improvements only and will be reimbursed upon completion of work. InKind 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.
5. 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.
6. Grantee must comply with all relevant requirements.
7. Grantee is responsible for making certain that their contractors have pulled the proper permits.

Applicant



Date

12/13/23

NHCWV FRONT SIGN PROJECT

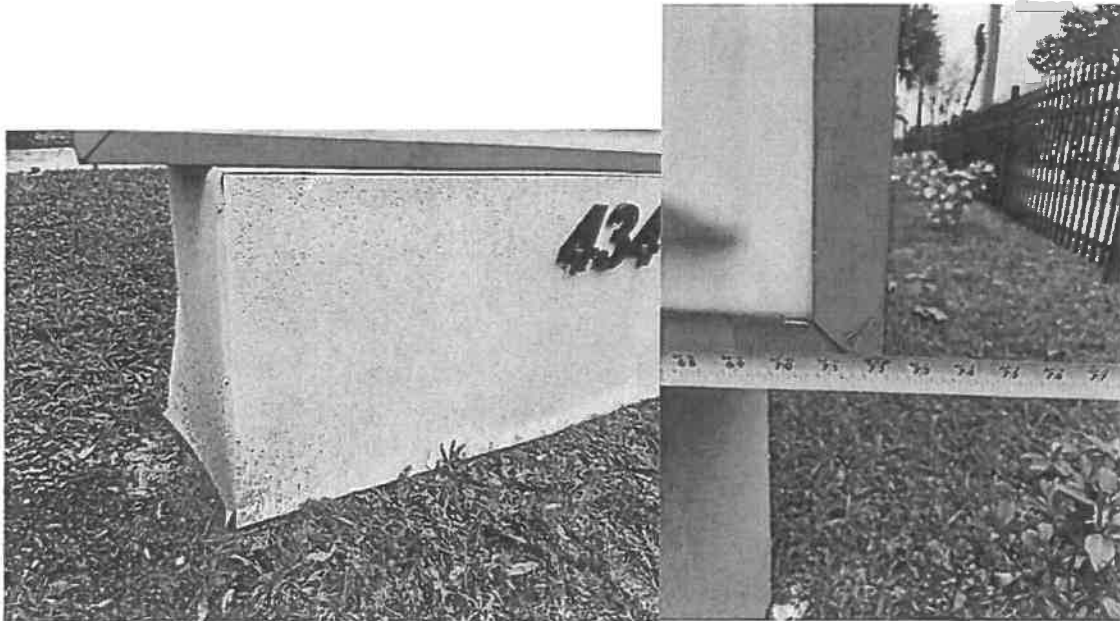
1: Photographs clearly showing existing conditions

CURRENT FRONT SIGN:

- Sign Display: Markings / Adhesive Residue / Outdated Design Logo
- Bottom Foundation Shirt: Dents / Openings



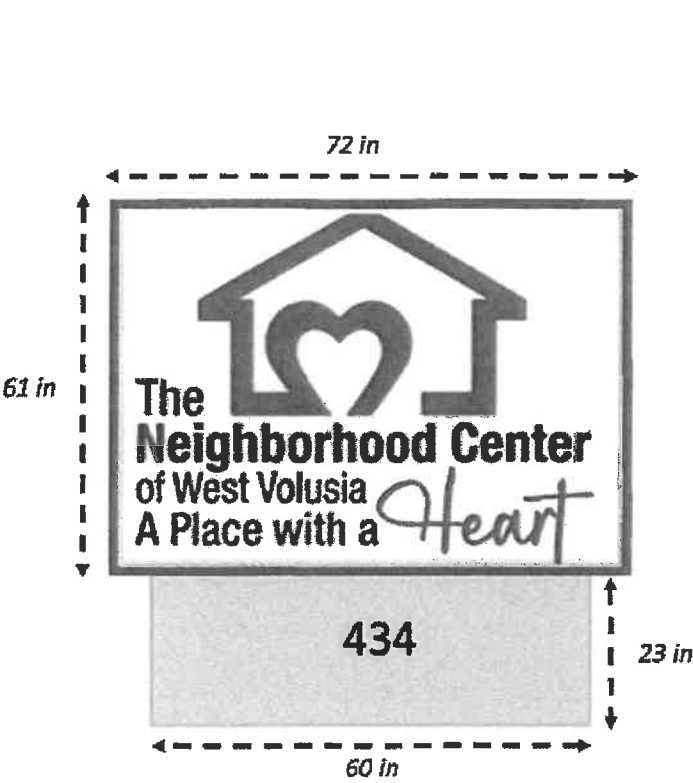
NHCWV FRONT SIGN PROJECT



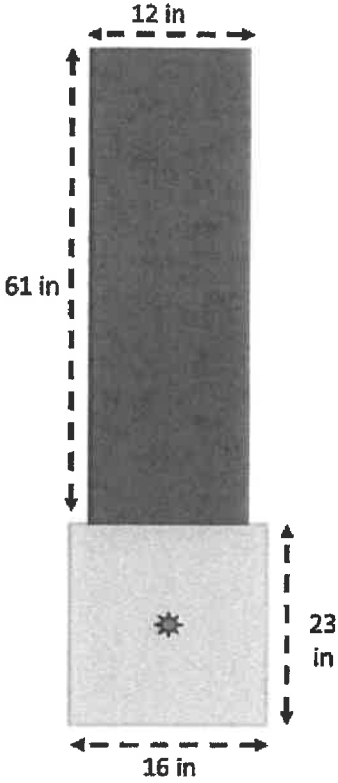
2. Detailed drawing to approximate scale, showing proposed improvements.

- Vinyl Lettering Replacement
- Sign Surface: Pressure Washed
- Sign Skirt: Metal Sheet Replacement / Paint
- Landscaping: Mulch, Bushes, Flower Bed, Yard Lights, Flower Beds

NHCWV FRONT SIGN PROJECT

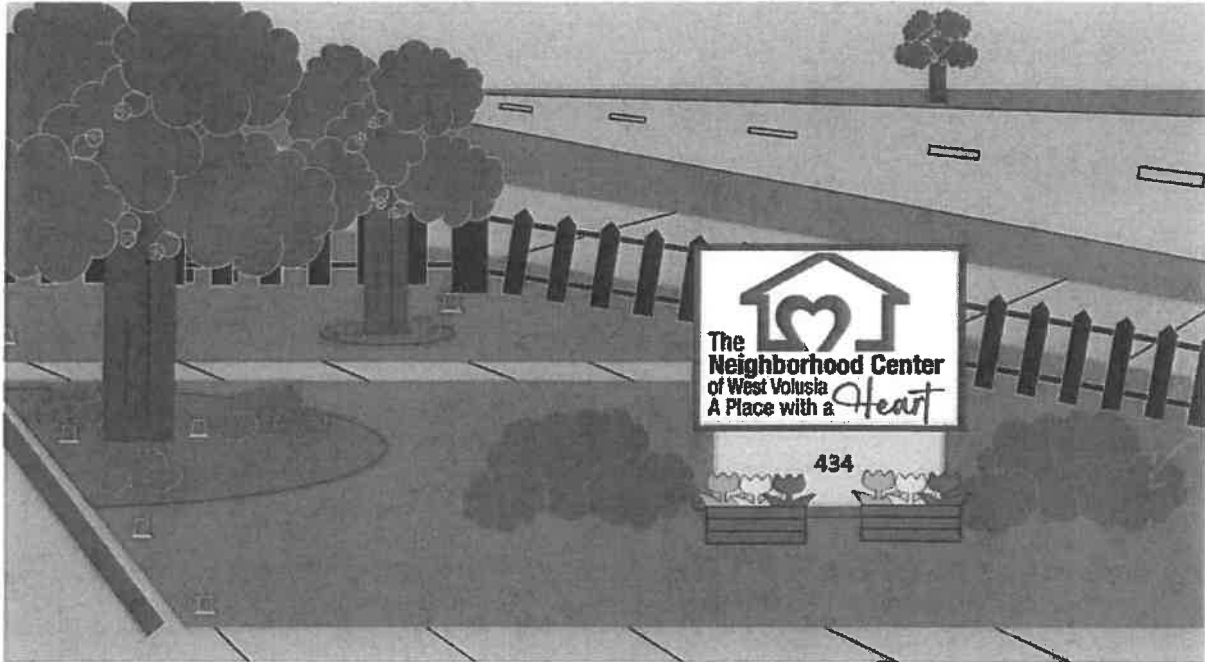


FRONT VIEW



SIDE VIEW

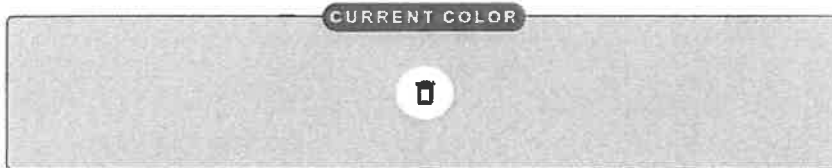
NHCWV FRONT SIGN PROJECT



3. Samples of proposed colors to be used on building and signs, if applicable.

Sundew

Compare - Add another color to compare



Current Color: Brown



Similar Colors: Sundew



NHCWV FRONT SIGN PROJECT

4. Landscape plans, if applicable.

- Re-mulch tree bed areas
- Add evergreen bushes
- Update the flower beds with garden fabric
- Adding Yard Solar Powered lights
- Flower Beds

5. Budget: 2,761.61

Item	Amount Per	Quantity	Total Amount
Sign Reno	\$1,352.05	1	\$1,352.05
Landscaping Light	\$33.85	6	\$203.10
Evergreen Bushes	\$16.98	30	\$509.40
Paint/Primer	\$21.98	1	\$21.98
Garden Edge	\$41.98	4	\$167.92
Mulch	\$3.98	40	\$159.20
Garden Bed Fabric	\$24.98	2	\$49.96
Flower Planters	\$149.00	2	\$298.00
		GRAND TOTAL	\$2,761.61

Lowes: Items List

☐ Compare



Westinghouse
200-Lumen S-Watt Black Solar LED Spot Light
Model #W200S116
\$33.85
\$33.85 Save \$4.00

★★★★ 182

☐ Compare



valspar
SeasonFlex Flat Base 4 Timable Latex Exterior Paint + Primer (1-quart)
Model #2025116
\$21.98
\$24.98

★★★★★ 261

☐ Compare



Scotts
50-ft x 4-ft Premium Gardening Landscape Fabric
Model #2025116
\$24.98

★★★★★ 137

☐ Compare



MULCH
Premium 2-cu ft Dark Brown Mulch
Shop the Collection
Model #2025116
\$3.98

★★★★★ 14475

NHCWV FRONT SIGN PROJECT



EasyFlex
60-ft x 1.6-in No-Dig Black Plastic
Landscape Edging Roll

Model #303040001

\$41.98

★★★★★ 395



Lowe's
Juniper Parsons Foundation Hedge Shrub in
2-Gallon (s) Pot

Model #FURN52871

\$16.98

★★★★★ 8



Flynnama
8x4x12 Black Metal Raised Garden Bed
Kit, for Flower Planters, Vegetables Herb

Model #FLYJ000001

\$149.00

★★★★★ 8



726 N. Highway 17-92
Longwood, FL 32750
Telephone: (407) 830-7443
Fax: (407) 830-4754

QUOTE

DATE	QUOTE NO.
11/29/2023	Q37311

NAME / ADDRESS
THE NEIGHBORHOOD CENTER OF W. VOLUSIA CTY Joshua Vizcaino joshua.vizcaino@nhcwv.org

P.O. NO.	TERMS	REP	FOB	TELEPHONE	FAX
	60%Dep/40%COD	MOG	Longwood	386-215-4645	

DESCRIPTION	QTY	COST	Total
REMOVE AND CLEAN EXISTING VINYL & ADHESIVE.	2	182.00	364.00T
NEW VINYL, EXISTING PANEL SIZE IS APPROX. 61" x 72"	2	364.00	728.00T
INSTALLATION OF NEW VINYL. INSTALL WILL OCCUR DURING WEEKDAYS FROM 8AM TO 5PM UNLESS NOTED OTHERWISE.	2	156.00	312.00T
10% DONATION FOR NON-PROFIT ORGANIZATION	1	-140.40	-140.40T
****NOTES**** Please provide your sales tax exemption certificate. 3% DISCOUNT AVAILABLE ON THIS ORDER WHEN PAID BY CASH OR CHECK. _____ Must initial here to apply the above discount to order. Municipality fees if applied, are not subject to discount. A non-refundable downpayment equaling 60% of the total balance is due upon approval and start of the job. The remaining balance will be C.O.D.			

IF PERMITS ARE NEEDED: Non-illuminated sign permits are \$583.00/permit plus fees. Illuminated sign permits are \$813.00/permit plus fees. Permits are not included unless itemized with a cost in the quote above. Any fees such as municipality fees related to your permit(s) are not included and will be added to your order. Customer is also responsible for keeping permit and permit box posted at all times until all inspections are completed.

Subtotal	\$1,263.60
Sales Tax (7.0%)	\$88.45
Total	\$1,352.05

Additional charge will be added if the permit and permit box are lost/stolen. *Electrical service to signage is not included. When a permit is required, work on signage will commence once permit is issued by the appropriate municipality.
TERMS: Estimate valid for 30 days. A non-refundable downpayment of 60% of the total is due upon approval and start of the job; the balance is C.O.D. at the time of delivery. Please note: Artwork, drawings, permit(s), installation, and electrical service to signage are not included unless otherwise specified. All sales are final. All items remain property of The Sign King until paid for in full. A service charge of 2% per month will be charged on past due balances. No credit card chargebacks unless authorized. In the event of failure to pay any amount due, all collection costs and/or attorney's fees incurred in the collection of any such amount will be paid by the customer.

APPROVED BY (signature) _____ Printed name _____ Date _____

Joshua Vizcaino

From: Joshua Vizcaino
Sent: Tuesday, November 28, 2023 1:54 PM
To: 'jima@dynamicaspects.net'
Cc: Waylan Niece
Subject: Request for Quote
Attachments: SIGN RENDERING GATEWAY FUND.pptx

Dear Jim,

I hope this message finds you well. Marissa from Sundance USA kindly provided me with your contact details. I'm reaching out to inquire about obtaining an estimate for a sign replacement.

I represent a non-profit organization dedicated to supporting the homeless community. As part of our upcoming funding application, we are seeking estimates for a new exterior sign. Attached, please find a few photos illustrating the damages and the design we envision for the replacement.

If you require any further details or information, please don't hesitate to ask. Your assistance with this would be greatly appreciated. Thank you in advance for your time and support.

Best regards,

Joshua Vizcaino
Grants Director
(386) 734-8120 EXT 603 | Joshua.Vizcaino@nhcwv.org
Neighborhood Center of West Volusia
NeighborhoodCenterWV.org

[Donate](#) | [Facebook](#) | [Instagram](#) | [LinkedIn](#)



Joshua Vizcaino

From: Joshua Vizcaino
Sent: Tuesday, November 28, 2023 1:52 PM
To: don@art-kraft.com
Cc: Waylan Niece
Subject: Request for Quote
Attachments: SIGN RENDERING GATEWAY FUND.pptx

Dear Don,

I hope this message finds you well. Marissa from Sundance USA kindly provided me with your contact details. I'm reaching out to inquire about obtaining an estimate for a sign replacement.

I represent a non-profit organization dedicated to supporting the homeless community. As part of our upcoming funding application, we are seeking estimates for a new exterior sign. Attached, please find a few photos illustrating the damages and the design we envision for the replacement.

If you require any further details or information, please don't hesitate to ask. Your assistance with this would be greatly appreciated. Thank you in advance for your time and support.

Best regards,

Joshua Vizcaino
Grants Director
(386) 734-8120 EXT 603 | Joshua.Vizcaino@nhcwv.org
Neighborhood Center of West Volusia
NeighborhoodCenterWV.org

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Joshua Vizcaino

From: Joshua Vizcaino
Sent: Wednesday, December 13, 2023 10:13 AM
To: Eric Schreiner
Cc: Waylan Niece
Subject: RE: Sign Estimate

Hello Eric,

Do we have an update on the estimate?

Joshua Vizcaino
Grants Director
(386) 734-8120 EXT 604 | Joshua.Vizcaino@nhcwv.org
Neighborhood Center of West Volusia
NeighborhoodCenterWV.org

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From: Eric Schreiner <eric@whitesigncompany.com>
Sent: Monday, December 11, 2023 1:36 PM
To: Joshua Vizcaino <joshua.vizcaino@nhcwv.org>
Cc: Waylan Niece <waylan.niece@nhcwv.org>
Subject: Re: Sign Estimate

Hi Joshua - do you want a price to replace the faces - or - to demo the entire sign and replace with a new sign?

THX
Eric

Eric Schreiner
Business Development

WHITE SIGN COMPANY LLC
907 S. CHARLES RICHARD BEALL BLVD | SUITE B
DEBARY, FL 32713
C. (407) 782-9829 | O. (386) 320-0623
eric@whitesigncompany.com
whitesigncompany.com

Facebook.com/WhiteSignCompanyLLC
IG: @whitesigncompany_llc

From: Joshua Vizcaino <joshua.vizcaino@nhcwv.org>
Sent: Tuesday, November 28, 2023 1:50 PM
To: Eric Schreiner <eric@whitesigncompany.com>
Cc: Waylan Niece <waylan.niece@nhcwv.org>
Subject: Sign Estimate

Dear Eric,

I hope this message finds you well. Marissa from Sundance USA kindly provided me with your contact details. I'm reaching out to inquire about obtaining an estimate for a sign replacement.

I represent a non-profit organization dedicated to supporting the homeless community. As part of our upcoming funding application, we are seeking estimates for a new exterior sign. Attached, please find a few photos illustrating the damages and the design we envision for the replacement.

If you require any further details or information, please don't hesitate to ask. Your assistance with this would be greatly appreciated. Thank you in advance for your time and support.

Best regards,

Joshua Vizcaino
Grants Director
(386) 734-8120 EXT 603 | Joshua.Vizcaino@nhcwv.org
Neighborhood Center of West Volusia
NeighborhoodCenterWV.org

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CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Consideration re Approval of Sale and Consumption of Alcoholic Beverages on City Property, Mud Dog Music Festival.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: site map-mud dog 2024

APPROVED BY: Michael Pleus, City Manager, March 28, 2024

SUMMARY/HIGHLIGHT:

Parks & Recreation will be hosting the Mud Dog Music Festival event at Spec Martin Stadium on April 20, 2024 from 4:00-10:00 p.m. The event will consist of live music, local food vendors, and games. Parks & Recreation is requesting that the sale and consumption of alcohol (beer and wine only) be approved for the event.

Beer sale and consumption will be allowed within Spec Martin Stadium. Barricades with signs indicating “no beer or wine beyond this point” will be erected and event staff will monitor this area as well. Beer and wine will be sold in and around the stadium. The patron will be given a bracelet or stamp indicating legal age. Again, event staff will assist in monitoring the area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

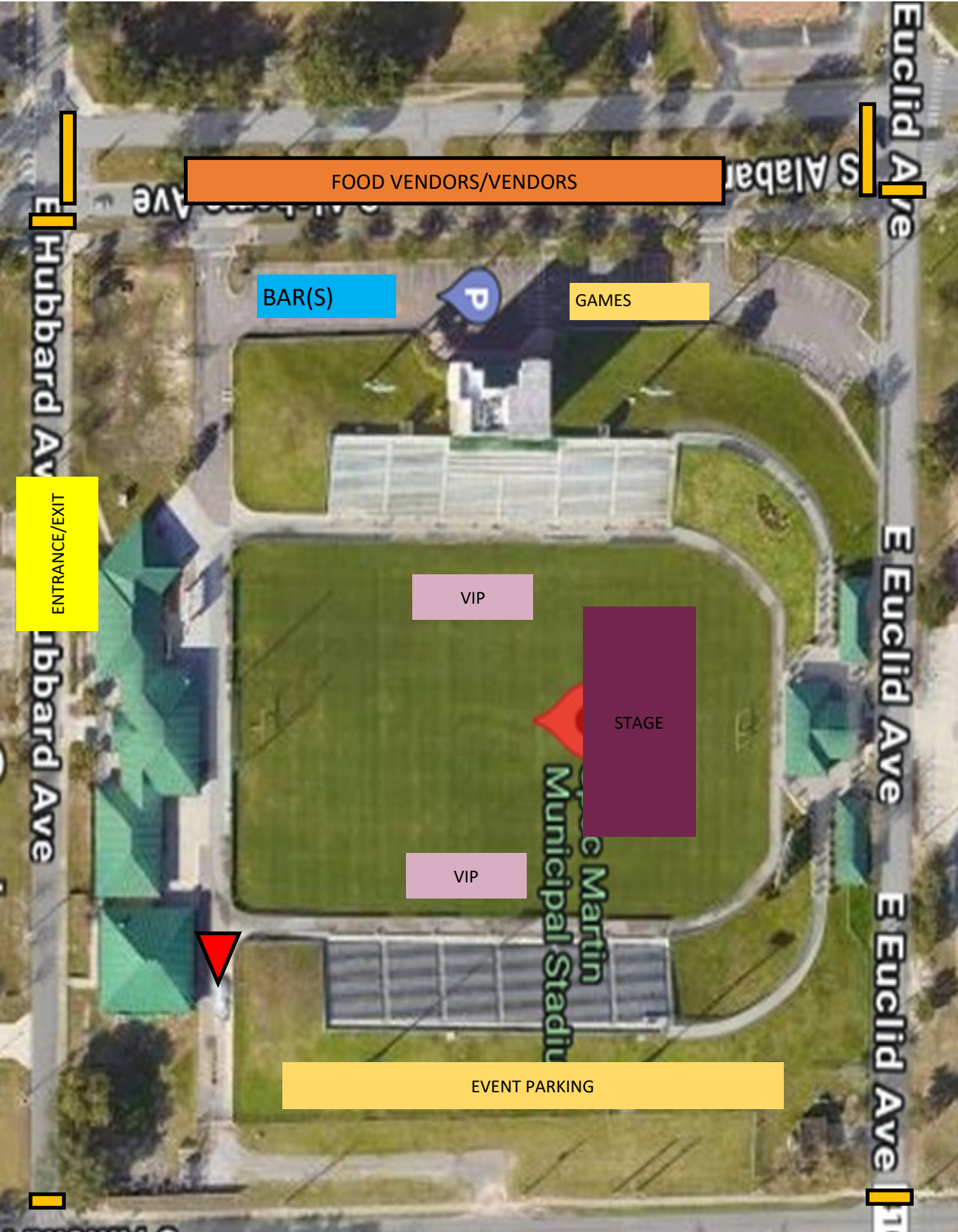
RECOMMENDATION:

It is recommended that the City Commission approve the sale and consumption of alcoholic beverages (beer and wine only) at the designated locations for the Mud Dog Music Festival event on April 20, 2024.

BACKGROUND/DISCUSSION:

As per city policy, all new or substantially modified events on public rights of way requesting alcohol consumption and/or sale require City Commission approval.

SITE MAP FOR MUD DOGS MUSIC FESTIVAL 2024



EMERGENCY VEHICLE PARKING

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Appointment to Airport Advisory Committee.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Application, Board Members

APPROVED BY: Michael Pleus, City Manager, March 28, 2024

SUMMARY/HIGHLIGHT:

Seat 6 (reserved for a representative of Aviation tenants) and Seat 7 (reserved for a T-Hangar tenant) are vacant on the Airport Advisory Committee.

Staff has received one application from Mike Bickerstaff for Seat 7. He has been contacted about the time and place of this appointment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Citizen Advisory Boards support the focus area of "High Value Government."

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission appoint Mike Bickerstaff to Seat 7 on the Airport Advisory Committee, for a term to expire August 1, 2025.

BACKGROUND/DISCUSSION:

N/A



CITY OF DELAND

1000 Flightline Blvd
DELAND, FL 32724

APPLICATION FOR APPOINTMENT DeLAND AIRPORT ADVISORY COMMITTEE

MEMBERSHIP CATEGORY:

- Representative from a DeLand FBO
- Representative from a DeLand Flight Training School
- Representative from a local Noise Sensitive Community
- Representative of the Parachute Manufacturing /equipment Industry
- Representative of Skydive DeLand
- ☒ Representative of Aviation Tenants
- Representative of T-hangar Tenants

RESPONSIBILITY: THE MISSION OF THE AIRPORT ADVISORY COMMITTEE SHALL BE TO REVIEW AND MAKE RECOMMENDATIONS ON AIRPORT POLICIES, PROCEDURES AND PLANS AS REQUESTED BY THE CITY COMMISSION OR STAFF. THE COMMITTEE MAY ALSO, MAKE RECOMMENDATIONS TO MAINTAIN OR IMPROVE THE AIRPORT SAFETY, OPERATIONAL POLICIES, AND THE ECONOMIC VIABILITY OF THE DELAND MUNICIPAL AIRPORT.

APPLICANT INFORMATION:

(Please Type or Print Clearly)

NAME: Bickerstaff Michael (Mike) H
(Last) (First) (Middle)

ADDRESS: (HOME) 255 S. State Road 415

CITY, STATE, & ZIP CODE New Smyrna Beach FL 32168

E-MAIL ADDRESS: mhbickerstaff@gmail.com

EMPLOYER: Ameritech Homes Inc.

POSITION: Owner HOW LONG: 30 yrs

ADDRESS: (OFFICE) 265 S. State Road 415

CITY, STATE, & ZIP CODE New Smyrna Beach FL 32168

TELEPHONE NUMBERS (OFFICE) 386 427 7899 (HOME) _____

(FAX) 386 427 8911 (CELL) 386 566 1057

ARE YOU A CITY RESIDENT?

YES _____ NO ☒

HOW LONG HAVE YOU LIVED IN THE DELAND AREA YEARS _____

DO YOU OWN PROPERTY IN DELAND?

☒ YES

NO

ARE YOU CURRENTLY SERVING ON A CITY BOARD? YES _____ NO X

ARE YOU CURRENTLY SERVING ON ANY ADVISORY BOARD FOR ANY OTHER GOVERNMENTAL AGENCY?
YES _____ NO X IF YES, PLEASE LIST _____

WORK EXPERIENCE:

Contractor (Residential, commercial and manufactured home installation)

COMMUNITY INVOLVEMENT:

Deland property owner. Several construction projects in Deland and Volusia County

INTEREST/ACTIVITIES:

Flying to new destinations with friends and family
Working and growing our business

WHY DO YOU DESIRE TO SERVE ON THIS BOARD?

To have a better understanding of airport operation and to assist in making operations better for all involved.

A RESUME OR SEPARATE SHEET WITH ADDITIONAL INFORMATION MAY BE INCLUDED

I UNDERSTAND THE RESPONSIBILITIES ASSOCIATED WITH BEING A BOARD MEMBER, AND I HAVE ADEQUATE TIME TO SERVE ON THE ABOVE BOARD.


SIGNATURE

DATE SUBMITTED:

IF YOU HAVE QUESTIONS, PLEASE CALL THE OFFICE OF AIRPORT MANAGER (386) 626-7240. PLEASE RETURN THIS FORM TO THE CITY CLERK'S OFFICE AT 120 SOUTH FLORIDA AVENUE, DELAND, FL 32724 OR FAX TO (386) 626-7140.



AIRPORT ADVISORY COMMITTEE

Revised 02/27/2024

7 Members; 2-year Terms

SEAT NO.	MEMBER	ZIP CODE	TELEPHONE	APPOINTED	TERM EXPIRES*
1.	<u>Rep. of FBO</u> Chris Brown 918 Lake Lindley Dr. South DeLand, FL bob@delandaviation.com	32724	740-1955 (O) 279-7297 (H) 299-9874 (C)	1-22-18	08-01-24
2.	<u>Rep. of DeLand Flight Training School</u> Dave Alber 3156 Tunisia Dr. Deltona, FL dalber@flycda.com	32738	238-7270 (C) 453-3199 (H)	11-03-14	08-01-25
4.	<u>Rep. of Noise Sensitive Community</u> Kenneth Luckett 2350 Marsh Rd., DeLand flightexams@aol.com	32724	235-8378 (O)	11-03-14	08-01-25
4.	<u>Rep. of Parachute Equip. Manufacturing</u> John LeBlanc 415 Maryland Terr., DeLand John@performancedesigns.com	32724	738-2224 (O) 822-4264 (H) 804-2318 (C)	11-03-14	08-01-24
5.	<u>Rep. of Skydive DeLand</u> Mike Johnston 13 Tymber Cove, DeLand mike@skydivedeland.com	32724	801-4850 (C) 738-3539 (O)	08-17-09	08-01-25
6.	<u>Aviation Tenant</u> Vacant			11-03-14	08-01-23
7.	<u>T-hangar Tenant</u> Mike Bickerstaff – tentative			TBD	

*Two-year terms.

RESPONSIBILITY: The Airport Advisory Committee shall meet at least once a year unless there are policy recommendations for which the Committee's input is being sought. The mission of the Airport Advisory Committee shall be to review and make recommendations on airport policies, procedures and plans as requested by the City Commission or staff. The Committee may also make recommendations to maintain and improve airport safety, operational policies, and the economic viability of the DeLand Municipal Airport.



Memorandum

DATE: March 27, 2024
TO: MAYOR AND COMMISSIONERS
FROM: JULIE A. HENNESSY, CITY CLERK
RE: Announcement of Board Vacancies

AIRPORT ADVISORY COMMITTEE

Shall consist of seven members in various, specific categories who shall be residents of the City of DeLand, the Greater DeLand Area, or the unincorporated areas of Volusia County, and must be an active tenant of the DeLand Municipal Airport. Terms are for two (2) years. Currently, Seat 6 (representative of Aviation Tenants) is vacant.

HISTORIC PRESERVATION BOARD

Seats 2, 4, and 6 are vacant on the Historic Preservation Committee.

Shall have seven members appointed by the City Commission to serve for a period of three (3) years. At least four (4) of the seven members shall be residents of the City of DeLand. Three (3) members may be non-residents who own land in the Historic District. One member of the Board shall be a registered architect, if available. The remaining six appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. Should, whenever possible, appoint a representative from each of the following areas of expertise:

- (a) History
- (b) Real estate or real property appraisal
- (c) Urban planning and engineering
- (d) Building construction

POWERS AND DUTIES:

- (1) Update the official inventory of cultural resources and submit to the City Commission recommendations and documentation concerning the updating.

- (2) Develop programs to stimulate public interest in urban neighborhood conservation, to participate in the adaptation of existing codes, ordinances, procedures, and programs to reflect urban neighborhood conservation policies and goals.
- (3) Explore funding and grant sources and advise property owners concerning which might be available for identification, protection, enhancement, perpetuation, and use of historic, architectural, archeological, and cultural resources.
- (4) Cooperate with agencies of city, county, regional, state and federal governments in planning proposed and future projects to reflect historic preservation concerns and policies, and assist in the development of proposed and future land use plans.
- (5) Advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement, and preservation of cultural resources.
- (6) Advise the City Commission concerning the effects of local governmental actions on cultural resources.
- (7) Review and recommend the designation of sites, buildings, structures, objects, and districts, both public and private, as historically or architecturally significant.
- (8) Approve or deny petitions for certificates of appropriateness required under the historic preservation regulations.
- (9) Notify the Planning Director who shall take appropriate action when it appears that there has not been compliance with the historic preservation regulations.
- (10) Assist in developing a historic preservation element to be incorporated into the City of DeLand's Comprehensive Plan and, if necessary, make recommendations for amendments to historic preservation goals, objectives and policies in the plan.

[Sec. 33-123 of Code of Ordinances; Amended by Ord. 2001-07]

Appointments are tentatively scheduled for the first Regular Meeting of the City Commission in April, 2024. Applications are available in the City Clerk's office in City Hall Monday through Friday, 8:00 AM to 4:30 PM., or on the City's website.

cc: Rick Werbiskis, Community Dev. Director
Carol Kuhn, Planning Director
Emily Ragusa, Board Coordinator
Chris Graham, Community Information Specialist
John Eiff, Airport Manager
Mindy Considine, Board Coordinator

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Second Reading of Ordinance No. 2024-11, Downtown Utility Fair Share 1st Rdg. 03-18-24.

DEPARTMENT: Utilities

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance, Ordinance Exhibit A, Downtown Fair Share Study, Business Impact Estimate - Downtown Fair Share Ordinance

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

The oldest part of the City's underground water and sewer distribution system lies, not surprisingly, within the core downtown area. The City identified in its long range planning that infill development in the core downtown area would be virtually halted due to the limitations in the distribution system in this specific area. Accordingly, the City had its utility consultants design a plan to upgrade the distribution system in this area. The consultant also performed an analysis of the cost of the improvements and the additional delivery capacity related to these improvements for the purpose of determining a charge for each additional residential unit built within the area, or in the case of non-residential development, the charge for each equivalent residential unit (ERU). The cost is \$1,750 per unit. A "fair share" charge in this amount will be charged to all new development within the area identified in the attached ordinance. This charge per unit will not pay for the entire project but will be coupled with other funds as more particularly explained below to design and construct the system. With this agenda item, the City proposes to adopt what it calls the "Downtown Utility Fair Share Ordinance" pursuant to which the City will assess this charge to new development.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact will be the collection by the utility system of \$1,750.00 per new residential unit or ERU.

RECOMMENDATION:

It is recommended that the City Commission approve the ordinance.

BACKGROUND/DISCUSSION:

The City already charges connection fees to new development for connections to the water and sewer system. These charges are essentially the same as impact fees, but due to the provisions of Florida Statute are not deemed to be impact fees. All new development in the downtown area will, just like all other new development that connects to the City's utility system, pay connection charges. However, new development in

the downtown area will pay an additional charge of \$1,750.00.

It is important to note that without the improvements being made to the distribution system, effectively no new development could be constructed in the downtown area. New development is being charged this fee to pay its fair share of the improvements that are necessary to support just their development. When a new subdivision gets built, the developer extends the utility lines to the site and then installs all of the utility mains under the roads. Each new home or business then pays the regular utility connection charges identified in the preceding paragraph when they connect to the system. In the downtown area, it would not realistically be possible for one property owner or developer to construct the improvements to the transmission system that are necessary. As such, the City is constructing the system, or at least the majority of it, and then charging the Downtown Utility Fair Share payment to each new connection to the system.

A small portion of the improvements have recently been constructed by the developer of new downtown apartments at the corner of Voorhis and Woodland. The developer constructed these improvements at the behest of the City during the site planning process. The apartment developer was also required to pay the \$1,750 per unit in addition to the regular utility connection charges described above. The City's utility department is in the process of obtaining preliminary design for the next portion of the downtown improvements, following which construction plans will be created, and then construction. The project will take place over multiple phases and is projected to take approximately ten years to complete, but the actual construction time (ie. when construction work is physically being done in the downtown area) will be far less. The City is in the grant process for identifying and then ultimately replacing lead and copper pipes in the City's utility system. The downtown area being amongst the oldest portion of the system, utility staff is hopeful that some of the lead and copper pipe replacement funding can be used for this project, in addition to the Downtown Utility Fair Share payments, connection charges from those users, as well as other system revenues. It is important to note that ALL of the Downtown Utility Fair Share payments will be spent on construction of the downtown distribution improvements discussed in this RCA.

The ordinance has been updated to specifically address how the addition of plumbing fixtures into existing buildings will be handled. It essentially provides for no charge for up to five additional fixture units into a single building or residential unit. It also clarifies the calculation for non-residential buildings.

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA AUTHORIZING THE COLLECTION OF A CONCURRENCY AND FAIR SHARE CHARGE RELATED TO THE CITY'S PROJECT TO EXPAND SANITARY SEWER AND POTABLE WATER CAPACITY IN THE DOWNTOWN AREA IN ORDER TO ALLOW FOR ADDITIONAL DEVELOPMENT AND RE-DEVELOPMENT IN A DEFINED AREA OF THE DOWNTOWN; PROVIDING FOR IMPOSITION, COLLECTION, AND ADJUSTMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand (the "City") is a vibrant city which engages in a wide array of governmental functions and the provision of high-quality services and infrastructure to its citizens, property owners and customers; and

WHEREAS, the City desires to provide a high quality planning and development regulation process for the benefit of its citizens and property owners with development paying its proportionate fair share of costs for addressing public facility/infrastructure needs of City utility systems resulting from development as well as those addressing the impact of development; and

WHEREAS, it is and has been for many years a goal of the City to encourage infill development and redevelopment, especially to include residential development, in the core downtown area; and

WHEREAS, the core downtown area of the City has an aging utility infrastructure system which was originally constructed to meet a fairly low demand level, and although the system has been expanded over a period of many years, the system is at capacity and will not allow for any significant additional development in the core downtown area; and

WHEREAS, the City has designed, and is in the on-going process of constructing, utility system improvements in the downtown area (the "Downtown Utility Improvements") in order to create additional capacity to meet the utility needs of future infill and redevelopment within the downtown area in accordance with the City's comprehensive plan; and

WHEREAS, the City desires to collect from owners and developers of property within the area identified in the attached Exhibit "A" a charge related proportionately to the portion of the new utility capacity being created by the Downtown Utility Improvements that will be consumed by the developments for which the developer's are being charged; and

WHEREAS, the City commissioned a study by utility engineering firm Mead & Hunt to design and determine the cost of the Downtown Utility Improvements, as well as to determine the proportionate cost of the Downtown Utility Improvements on an equivalent residential unit (ERU)

basis in order to determine appropriate charges for new development based upon the portion of the new utility capacity created by the Downtown Utility Improvements being used; and

WHEREAS, Mead & Hunt issued their report entitled “CITY OF DELAND Downtown Development Area Utility Impact Fee Surcharge Study” dated March 2023, (the “Study”) and although the Study uses the term “Impact Fee,” the charges evaluated in the Study and the charges being imposed pursuant to this ordinance are not impact fees as that term is defined by law; and

WHEREAS, based upon the Study, the City will collect a charge in the amount of \$1,750.00 for every residential unit or every equivalent residential unit or percentage thereof for non-residential developments (the “Downtown Utility Fair Share Charge”); and

WHEREAS, the City may adjust the Downtown Utility Fair Share Charge upward or downward by resolution but such adjustment must be substantially equal to the percentage change in actual costs of the Downtown Utility Improvements, including design, permitting, property acquisition and construction; and

WHEREAS, without the Downtown Utility Improvements, there would not be sanitary sewer or potable water capacity in the downtown area which is subject to payment of the Downtown Utility Fair Share Charge for any additional development, and it would be virtually impossible for any one property owner or developer to construct the improvements necessary to create project capacity on a per-property basis; and

WHEREAS, collection of the Downtown Utility Fair Share Charge and the Downtown Utility Improvements that such charges will help to pay for will result in increasing the developability and therefore the value of the property in the area subject to the Downtown Utility Fair Share Charge and will not otherwise burden any property in the subject area; and

WHEREAS, Section 163.3161 (10), *Florida Statutes*, from the intent and purpose section of the *Community Planning Act* provides, in part, that it “. . . is the intent of the Legislature that all governmental entities in this state recognize and respect judicially acknowledged or constitutionally protected private property rights. It is the intent of the Legislature that all rules, ordinances, regulations, comprehensive plans and amendments thereto, and programs adopted under the authority of this act must be developed, promulgated, implemented, and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions by others which would harm their property or which would constitute an inordinate burden on property”; and

WHEREAS, Section 70.45, *Florida Statutes*, relates to governmental exactions, but the Downtown Utility Fair Share Charge has an essential nexus to a legitimate public purpose and are roughly proportionate to the utility impacts created by development, which the City seeks to avoid, minimize or mitigate and the Downtown Utility Fair Share Charge, accordingly, is not a prohibited exaction; and

WHEREAS, this Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of DeLand*; and

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

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 70, *Florida Statutes*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; and other applicable controlling law; and

WHEREAS, the City Commission of the City of DeLand has determined that the enactment of this Ordinance is in the best interest of the citizens of the City of DeLand; and

WHEREAS, it is the intent of the City that this Ordinance not be codified and that the City's utility and development staff collect the Downtown Utility Fair Share Charge as part of the development review process in the area subject to such charges.

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 recital (whereas clause) to this Ordinance.

Section 2. Downtown Utility Fair Share Charge. As a condition of development, which includes any redevelopment, of any property within an area bounded on the north by Michigan Avenue, on the south by Voorhis Avenue, on the east by Garfield Avenue, and on the west by Adelle Avenue, which area is depicted in the attached Exhibit "A", the owner or developer of such property shall pay a fee equal to \$1,750.00 for every residential unit or every equivalent residential unit or percentage thereof for non-residential developments. Each residential unit will be charged this rate regardless of the number of fixture units. Non-residential development will be charged this fee for each equivalent residential unit (ERU) or fraction thereof as determined in accordance with City regulations or policies. For any fraction of an ERU in a non-residential development, any fraction of an ERU shall be multiplied by \$1,750.00 to determine the exact amount of the charge to be paid. In the case of any redevelopment in which an existing residential unit, is replaced, no charge shall be due for the replacement unit. For both residential and non-residential redevelopment, there shall be no charge due for the addition of up to five fixture units to any one building or unit, but the full fee shall be due for the addition of six or more fixture units. The City may by adoption of a resolution adjust such charges upward or downward, but such adjustment must be substantially equal to the percentage change in the actual costs of the Downtown Utility Improvements, including design, permitting, property acquisition and construction. The charges will be collected prior to the provision of utility services by the City and shall be memorialized in a written agreement entitled Downtown Development Utility Fair Share Agreement, or other similar title, signed by the City and the property owner or developer.

Section 3. Savings. The prior actions of the City of DeLand relating to the imposition of the Downtown Utility Fair Share Charge, as well as any and all related matters and

activities, are hereby ratified and affirmed.

Section 4. Implementing Administrative Actions. The City Manager, or his designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules, regulations, processes, procedures and forms.

Section 5. Conflicts. 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. Effective Date. This Ordinance shall become effective immediately upon enactment.

PASSED AND DULY ADOPTED this 1st day of April, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: March 18, 2024.
Adopted on second reading: April 1, 2024.

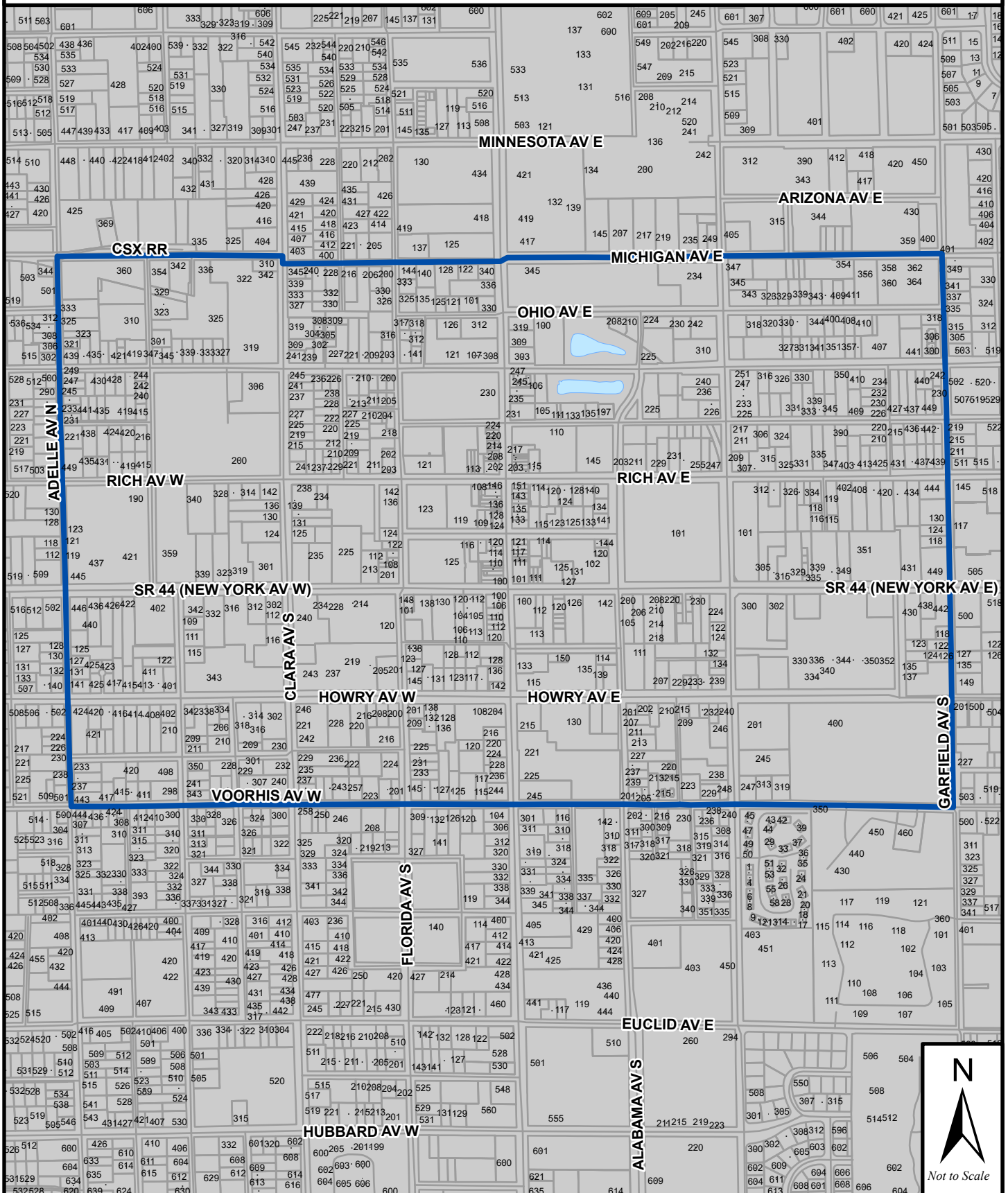
APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney



EXHIBIT "A"

DOWNTOWN FAIR SHARE ORDINANCE





CITY OF DELAND

Downtown Development Area Utility Impact Fee Surcharge Study

March 2023

FINAL DRAFT

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Appendix A – Downtown Flow Monitoring Study

Appendix B – Level of Service (LOS) Study

1. Introduction

The City of DeLand authorized this study to identify improvements needed to upgrade the downtown water and sewage infrastructure, to accommodate future higher density development in the existing 'core' downtown area. The Downtown Development Study Area is shown in **Figure 1**. This study will provide preliminary designs and cost estimates for requisite improvements for the water distribution system and sewage collection system. It will establish the area subject to a surcharge. It will further establish a methodology for calculating the supplemental cost for each equivalent residential unit (ERU) within the defined area.

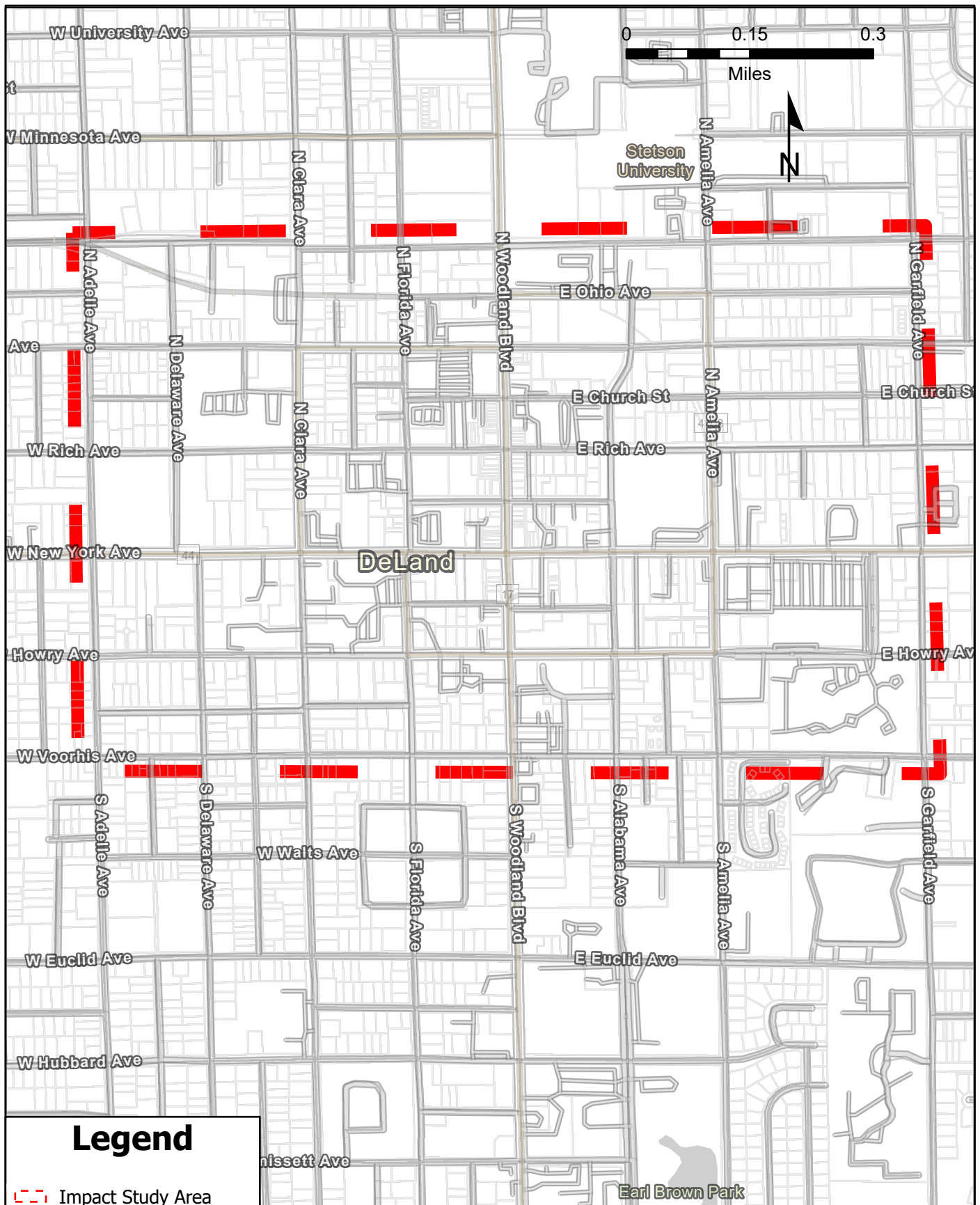
The methodology will be established; and if necessary, adjusted based upon construction costs determined during the bidding process. This methodology will be similar to that currently used for the 'Westside force Main & Master Pump Station Impact Fee Surcharge' established in 2006 and currently used to fund that project. This impact fee will fund utility projects specifically intended to support new private development projects or redevelopment projects within the Study Area (**Figure 1**) where current infrastructure will not support higher densities and increased fire flow demands and sewage generation rates associated with proposed higher density development.

2. Downtown Development Study Area Wastewater Infrastructure and Improvements

The Downtown Study Area is part of the City's Central Service Area. While the Central Service Area is currently served adequately by its network of gravity sewers and lift stations, the City recently completed the Downtown Flow Monitoring Study with the primary goals of verifying system capacity for additional projected flows and necessary hydraulic upsizing within the Downtown Residential Corridor.

The Downtown Flow Monitoring Study concluded that while the existing downtown sewers have adequate capacity, the City should consider construction of a new Downtown Regional Relief Station (Duplex Pump Station @ 1,400 gpm) to intercept flow north of Voorhis Ave. and divert that flow to the new Eastside Regional Forcemain force main currently under design. The proposed location is shown in **Figure 2**. The preliminary total cost for the Downtown Regional Relief Station is approximately \$2,153,000 and a detailed breakdown of the cost is provided in **Table 1**.

The Downtown Flow Monitoring Study is included in Appendix A.



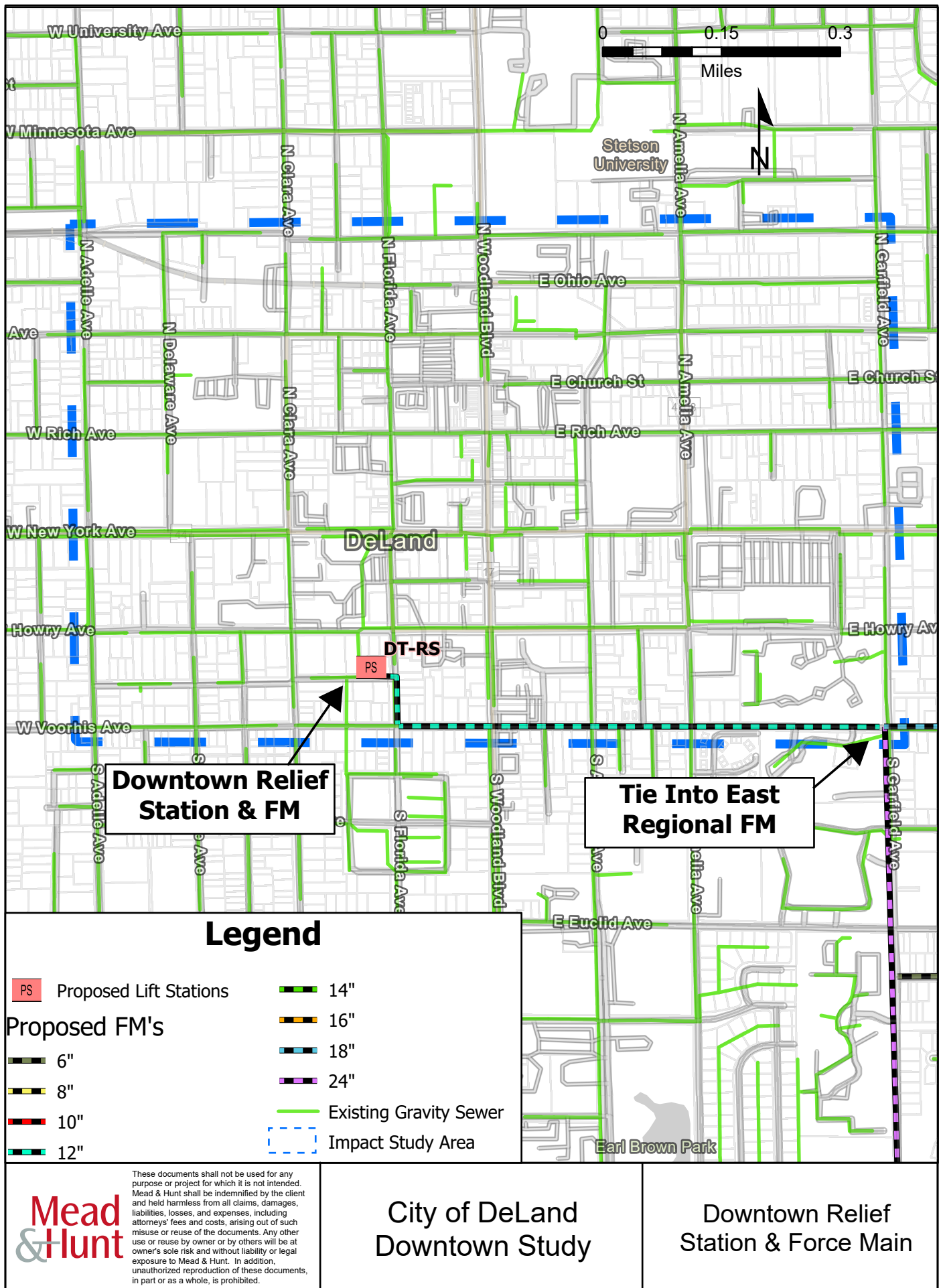
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City of DeLand Downtown Study

**Figure 1
Study Area**

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TABLE 1 - PRELIMINARY COST ESTIMATE FOR DOWNTOWN RELIEF PUMP STATION AND FORCEMAIN

Item	Description	Qty	Unit	Unit Price	Total
1	10-foot prefab wetwell	1	LS	\$250,000	\$250,000
2	New Duplex Pumps	1	LS	\$350,000	\$350,000
3	Fittings, Valves, Site Preparation	1	LS	\$75,000	\$75,000
4	Electrical System Upgrade	1	LS	\$75,000	\$75,000
5	New Backup Generator Replacement	1	LS	\$225,000	\$225,000
6	12-in Forcemain	3,800	LF	\$150	\$570,000
6	Site Improvements	1	LS	\$50,000	\$50,000
Total Estimated Construction Cost					\$1,595,000
Contingency @ 20%					\$319,000
Engineering, Construction Administration and Inspection @15%					\$239,000
TOTAL ESTIMATED PROJECT COST					\$2,153,000

3. Downtown Development Study Area Water System Infrastructure and Improvements

To determine if the existing potable water distribution can accommodate the additional water demands from downtown development, a limited boundary model has been developed for analysis using the Bentley WaterGEMS software. The software was used to verify the water distribution system hydraulics and fire flow capacities within the downtown service area and identify 'weak' points within the system which do not meet minimum pressure or velocity requirements set forth in the 10 State Standards for water distribution systems and local City of Deland Fire Code.

The Downtown Development Study Area water system infrastructure generally consists of watermains ranging from 1.5 inches to 12-inches of cast iron and PVC pipes, as shown in **Figure 3**. The current customer base is **adequately being served for residual pressure (> 35 psi)** and **barely meets the minimum pressure requirements (> 20 psi) under fire flow conditions at various locations**, as shown in **Figure 4** and **Figure 5** respectively.

To analyze the required improvements, two options were evaluated as follows:

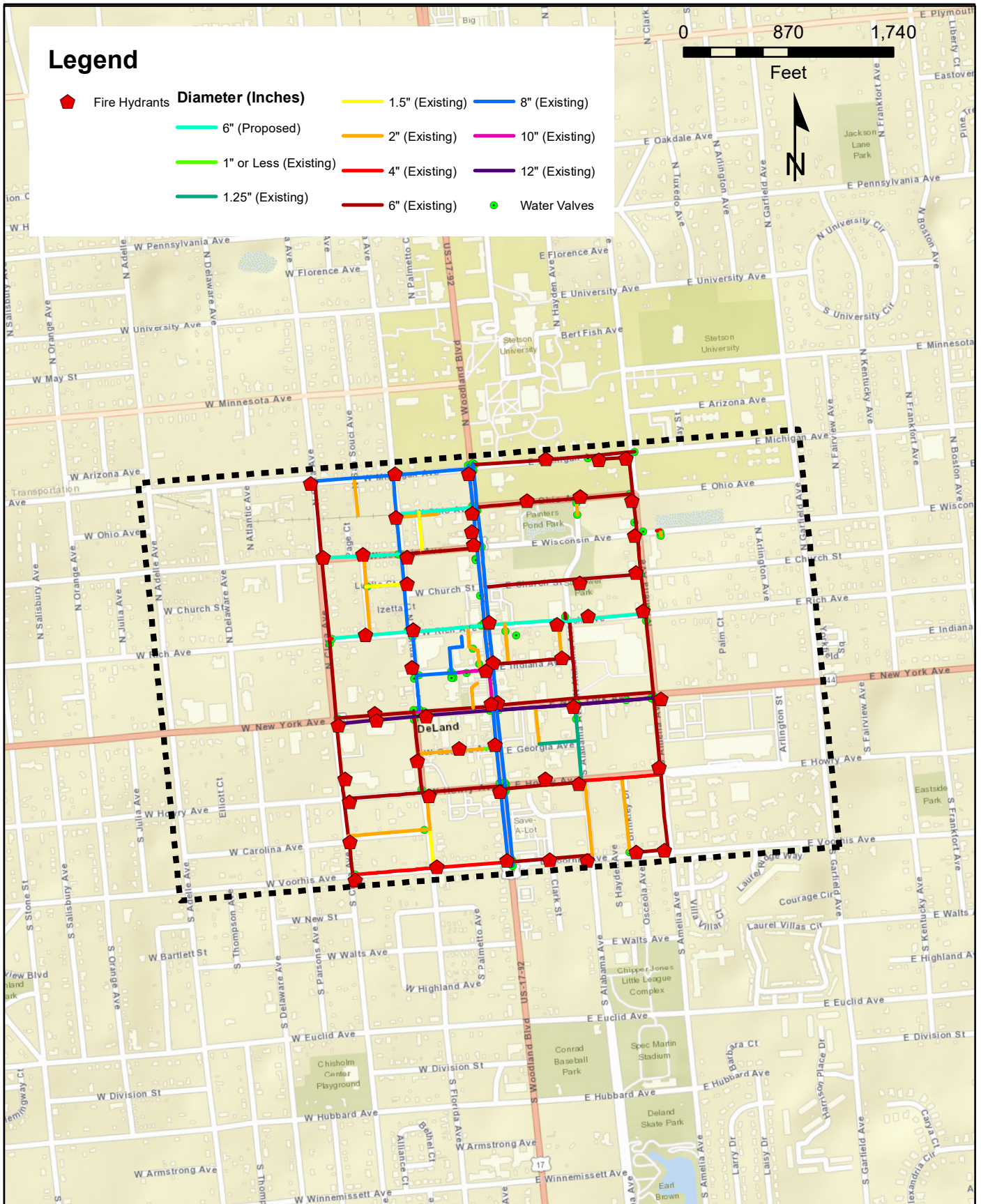
- Alternative A – Fulfilling Minimum pressure requirements (>20 psi Fireflow Conditions) Improvements Needed
- Alternative B – Optimal Water System (>35psi under Fireflow Conditions) Improvements

Legend

- | | | | |
|---|--------------------------|---|--|
|  Fire Hydrants | Diameter (Inches) |  1.5" (Existing) |  8" (Existing) |
|  6" (Proposed) | |  2" (Existing) |  10" (Existing) |
|  1" or Less (Existing) | |  4" (Existing) |  12" (Existing) |
|  1.25" (Existing) | |  6" (Existing) |  Water Valves |

0 870 1,740

Feet



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City of DeLand Downtown Water Utility Study

Existing Water System Study Area

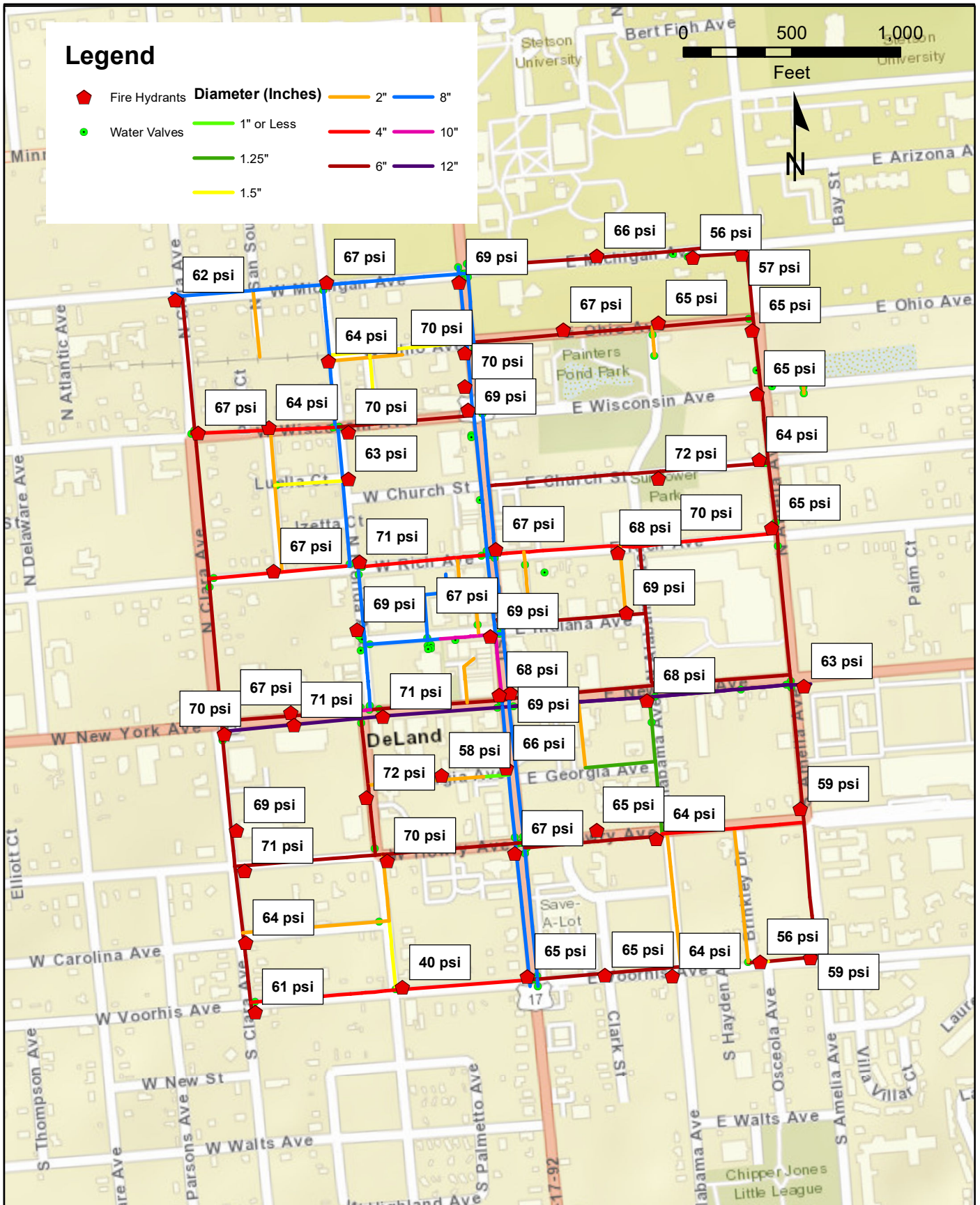
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|---------------|--------------------------|----|-----|
| Fire Hydrants | Diameter (Inches) | 2" | 8" |
| Water Valves | 1" or Less | 4" | 10" |
| | 1.25" | 6" | 12" |
| | 1.5" | | |

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Feet



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City of Deland Downtown Water Utility Study

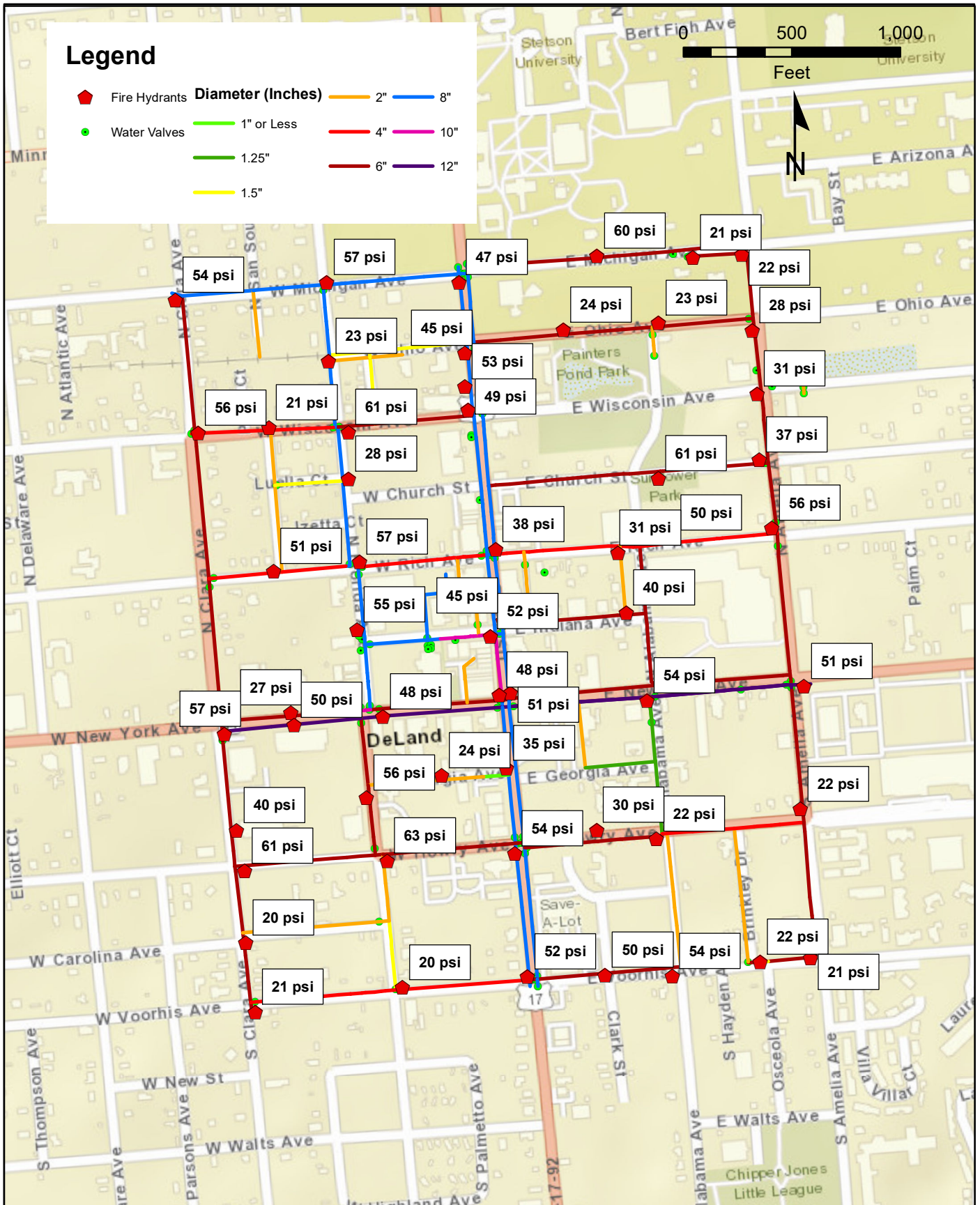
Existing System Pressure (Residual Pressure)

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Legend

- Fire Hydrants
- Water Valves
- Diameter (Inches)
 - 1" or Less
 - 1.25"
 - 1.5"
 - 2"
 - 4"
 - 6"
 - 8"
 - 10"
 - 12"

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City of Deland Downtown Water Utility Study

Existing System Pressure (Minimum Pressure)

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31 Alternative A – Fulfilling Minimum pressure requirements (>20 psi Fireflow Conditions)

The Alternative A addresses the minimum system improvements recommended to improve the Downtown Development Study Area for fireflow conditions. Following improvements are proposed:

- Replacing existing 4-inch main on Rich Avenue with new 6-inch PVC piping
- Replacing existing 4-inch main on Wisconsin Avenue
- Replace all piping < 4-inch to 4-inch piping throughout the study area
- Installing New 6-inch on Voorhis Ave to complete the loop

The proposed improvements **are shown in Figure 6**. Alternative A provides much improved (compared to existing) water flow within the system and results in some improvements of residual pressure (normal operation) and minimum pressure (fire flow conditions), as shown in **Figure 7** and **Figure 8** respectively. Minimum fire flows improvements improved from 500 gpm to approximately 800 gpm.

The preliminary cost estimate for Alternative A – Fulfilling Minimum pressure requirements (>20 psi Fireflow Conditions) Improvements Needed is approximately \$1,593,000 and is summarized in **Table 2**.

TABLE 2 - PRELIMINARY COST ESTIMATE FOR ALTERNATIVE A

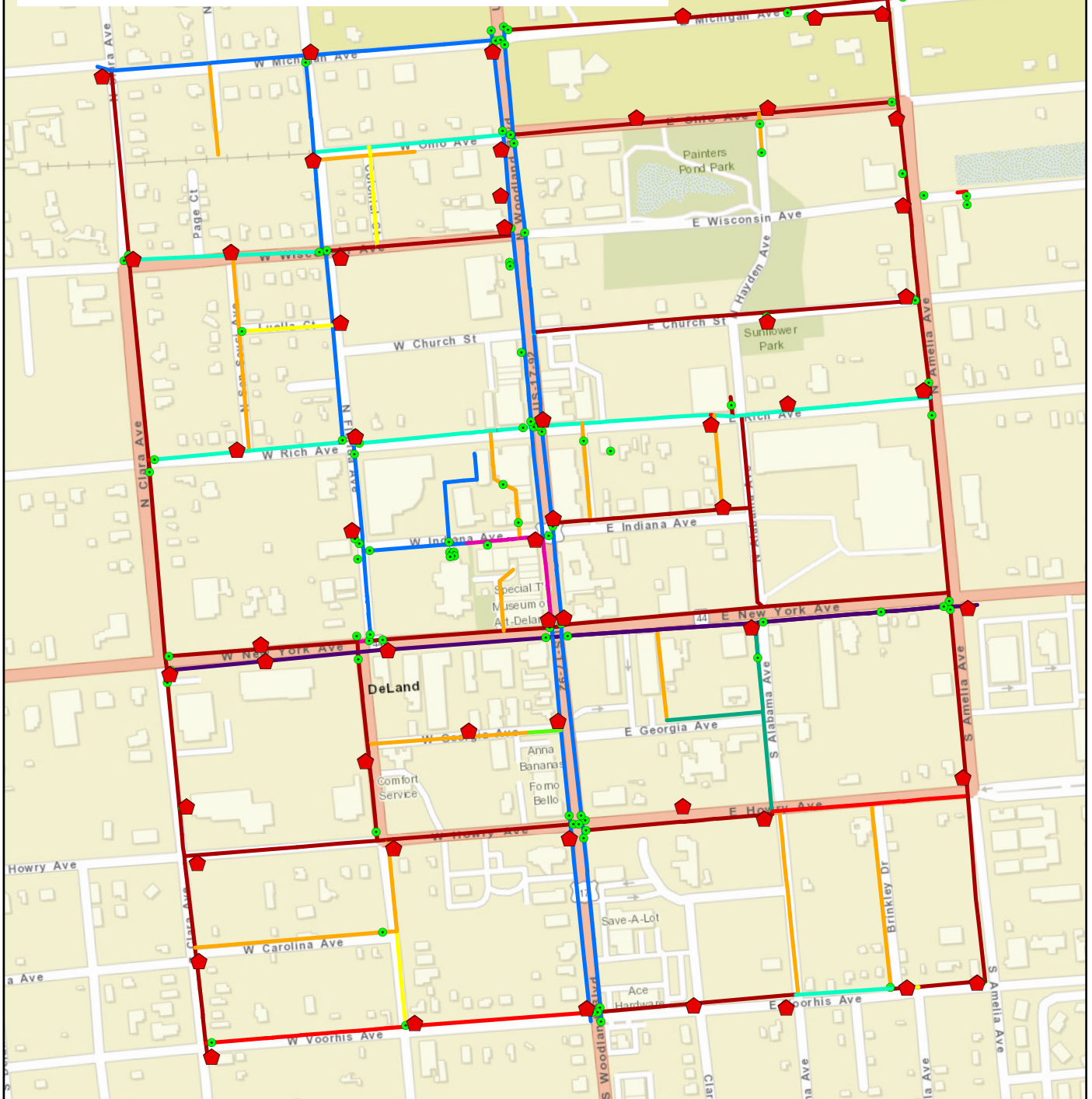
Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 200,000	\$ 200,000
2	Soil/Erosion Control	1	LS	\$ 50,000	\$ 50,000
3	Maintenance of Traffic	1	LS	\$ 150,000	\$ 150,000
4	4" PVC Water Main	650	LF	\$ 55	\$ 35,800
5	6" PVC Water Main	3820	LF	\$ 60	\$ 229,200
6	6" Gate Valve	15	EA	\$ 2,000	\$ 30,000
7	Hydrants	10	EA	\$ 8,000	\$ 80,000
8	Potable Water Services	50	EA	\$ 2,000	\$ 100,000
9	Sidewalk Restoration	1	LS	\$ 200,000	\$ 200,000
10	Allowance (Miscellaneous)	1	LS	\$ 150,000	\$ 150,000
SUBTOTAL					\$ 1,225,000
Contingency (10%)					\$ 123,000
Contractor (Overhead and Profit) (20%)					\$ 245,000
Engineering, Legal and Administration (15%)					\$ 184,000
TOTAL					\$ 1,593,000

Legend

- | | | | |
|-----------------|--------------------------|-----------------|----------------|
| ◆ Fire Hydrants | Diameter (Inches) | 1.5" (Existing) | 8" (Existing) |
| ● Water Valves | 6" (Proposed) | 2" (Existing) | 10" (Existing) |
| | 1" or Less (Existing) | 4" (Existing) | 12" (Existing) |
| | 1.25" (Existing) | 6" (Existing) | |

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**City of DeLand
Downtown Water Utility Study**

**Alternative A
Proposed Water System**

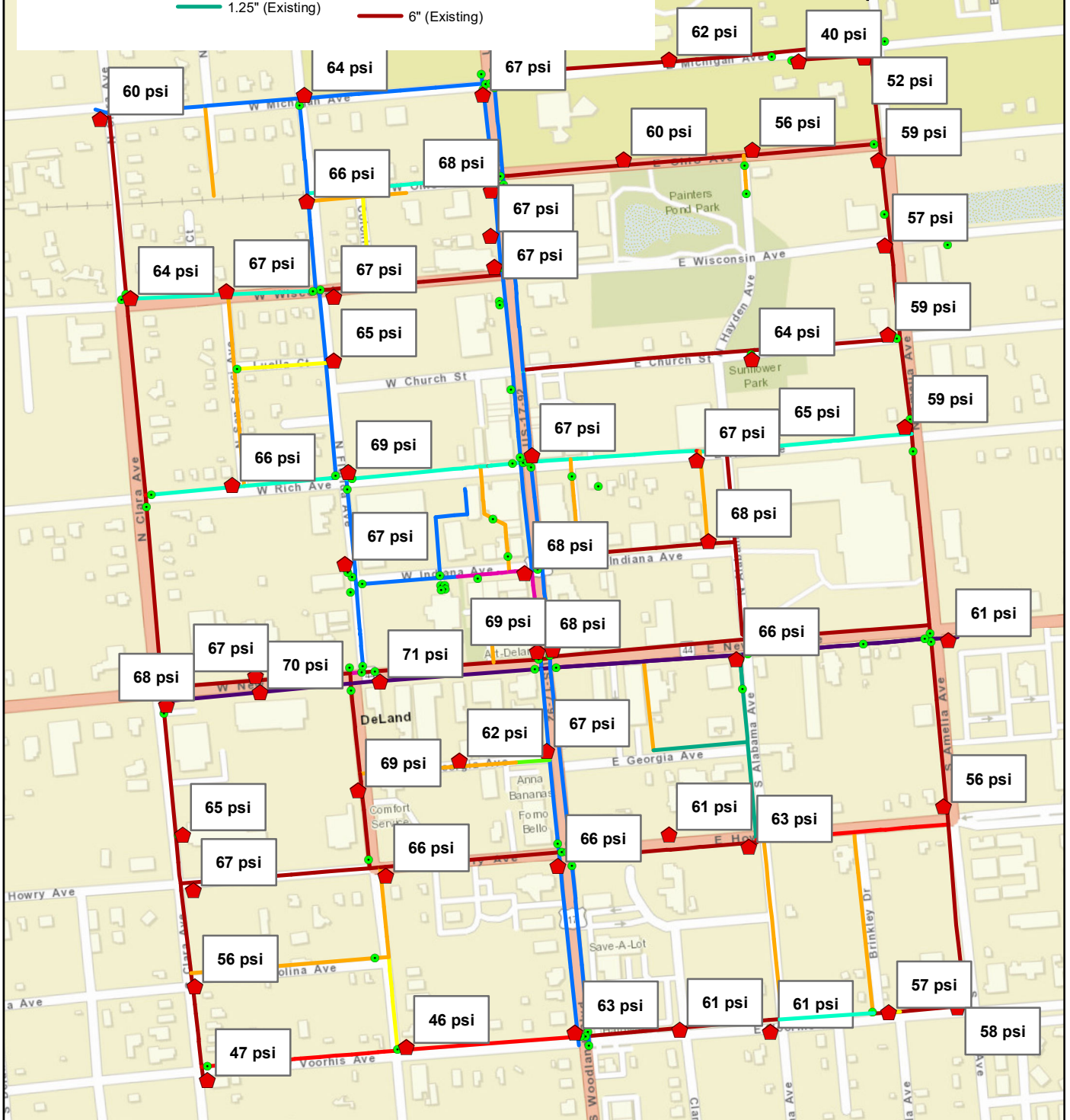
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| <div> <div>Fire Hydrants</div> <div>Water Valves</div> </div> | Diameter (Inches)
<div>6" (Proposed)</div> <div>1" or Less (Existing)</div> <div>1.25" (Existing)</div> | <div>1.5" (Existing)</div> <div>2" (Existing)</div> <div>4" (Existing)</div> <div>6" (Existing)</div> | <div>8" (Existing)</div> <div>10" (Existing)</div> <div>12" (Existing)</div> |
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City of Deland Downtown Water Utility Study

Alternative A Proposed Pressure (Residual Pressure)

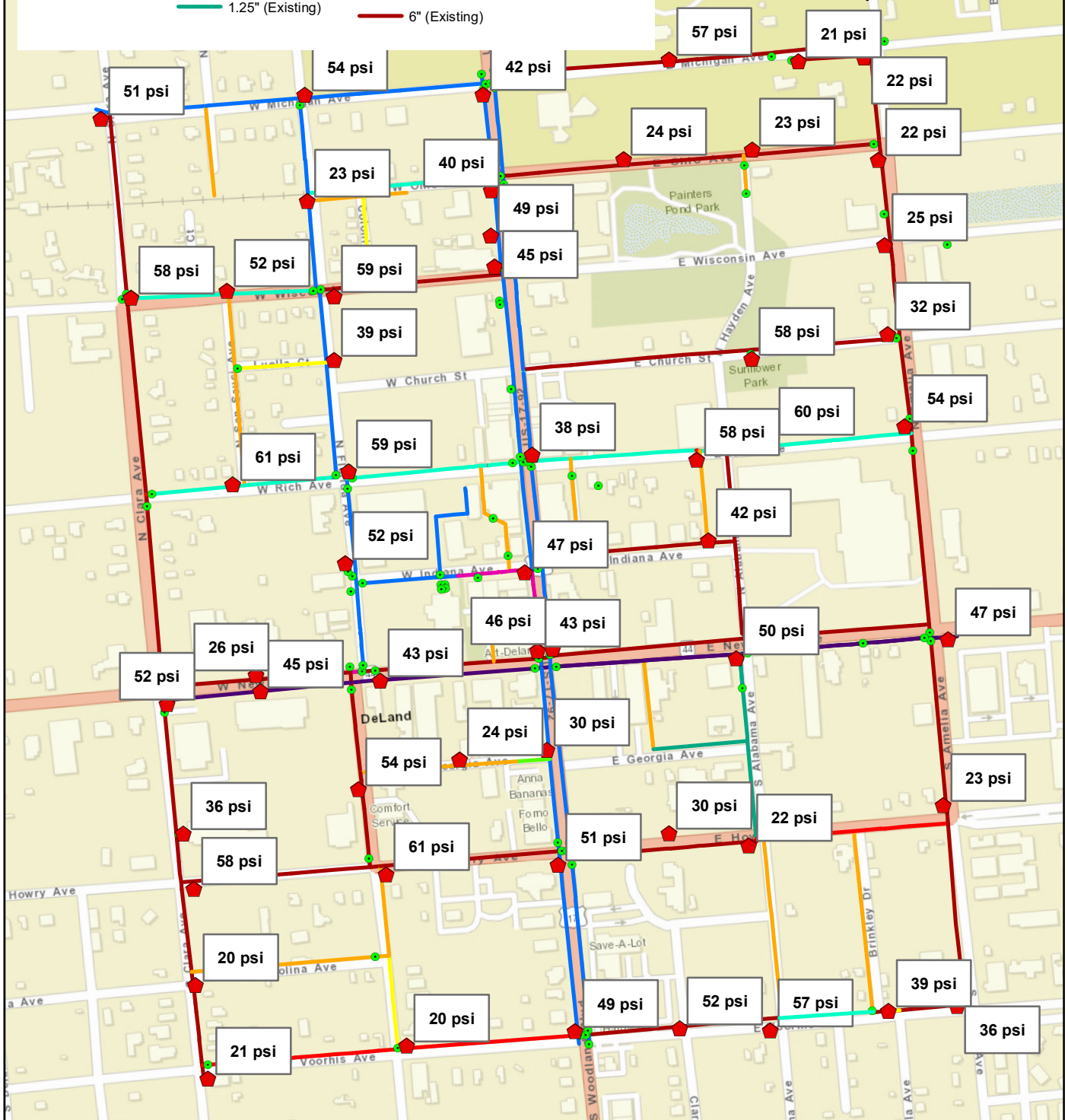
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| <div> <div>Fire Hydrants</div> <div>Water Valves</div> </div> | Diameter (Inches)
<div>6" (Proposed)</div> <div>1" or Less (Existing)</div> <div>1.25" (Existing)</div> | <div>1.5" (Existing)</div> <div>2" (Existing)</div> <div>4" (Existing)</div> <div>6" (Existing)</div> <div>8" (Existing)</div> <div>10" (Existing)</div> <div>12" (Existing)</div> |
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Feet



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City of Deland Downtown Water Utility Study

Alternative A Proposed Pressure (Minimum Pressure)

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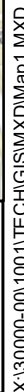
32 **Alternative B – Optimal Water System (>35psi under Fireflow Conditions) Improvements**

Alternative B – Optimal Water System (>35psi under Fireflow Conditions) Improvements addresses the following goals for the Downtown Development Study Area:

- Addressing minimum pressures (> 35 psi rather than minimum 20 psi) under fire flow conditions throughout the Study Area
- Better Looping within the system by replacing 6in piping by 8in where applicable
- Replacing all existing piping ≤ 4in by 6in piping

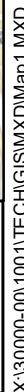
The proposed water system is shown in **Figure 9**. The residual pressure (normal operating pressure) are within the optimized zone of 60-70 psi as shown in **Figure 10**. Significant improvements were noticed in fire flow conditions in terms of both fire flow quantities and minimum pressures (>30 psi), as shown in **Figure 11**. It is assumed that water quality within the Downtown Development Study Area will not be impacted with the above mentioned improvements.

The preliminary cost estimate for Alternative B is approximately **\$6,174,000** and is summarized in **Table 3**.



Alternative B Proposed Water System

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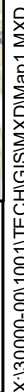


TABLE 3 - PRELIMINARY COST ESTIMATE FOR ALTERNATIVE B

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION/ DEMOBILIZATION	1	LS	\$ 450,000	\$ 450,000
2	SOIL/EROSION CONTROL	1	LS	\$ 60,000	\$ 60,000
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 200,000	\$ 200,000
4	6" PVC WATER MAIN	13,010	LF	\$ 60	\$ 780,600
5	8" PVC WATER MAIN	17,390	LF	\$ 80	\$ 1,391,200
6	6" GATE VALVE	41	EA	\$ 2,000	\$ 82,000
7	8" GATE VALVE	115	EA	\$ 3,000	\$ 345,000
8	HYDRANTS	30	EA	\$ 8,000	\$ 240,000
9	POTABLE WATER SERVICES	200	EA	\$ 2,000	\$ 400,000
10	SIDEWALK RESTORATION	1	LS	\$ 500,000	\$ 500,000
11	ALLOWANCE (MISCELLENOUS)	1	LS	\$ 300,000	\$ 300,000
SUBTOTAL					\$ 4,749,000
CONTINGENCY (10%)					\$ 475,000
CONTRACTOR OH&P (20%)					\$ 950,000
ENGINEERING, LEGAL AND ADMINISTRATION (15%)					\$ 712,000
TOTAL					\$ 6,174,000

4. Downtown Development Study Area Utility Surcharge Impact Fee

4.1 Methodology

Surcharge Impact fees are charges assessed on new development to help pay for public infrastructure required to accommodate the new development/re-development. The current customer base that is currently served within the Downtown Development Study Area will not be subject to this Utility Surcharge Impact Fee, **provided the ERUs are not increased with the any redevelopment.**

The Surcharge Impact fees for water and sewer were computed based on the information derived from the following sources:

- City's 2021 Utility Rate Study
- City's 2021 Level of Service (LOS) Study
- City's 2006 Westside Force Main & Master Pump Station Impact Fee Surcharge
- Volusia County GIS Maps

It is reasonable to attribute the **increased capacity** of the proposed infrastructure (water and wastewater) improvements to increases in the capacity to serve new development/re-development with the Downtown study area.

The City's 2021 LOS Study (included in Appendix B) established a level of service of 225 gallons per day (GPD) per Equivalent Residential Unit (ERU). Based on this information, the number of available ERUs allocated to increased capacity within the Study area was calculated and provided in **Table 4**.

TABLE 4 - AVAILABLE ERUS FOR NEW DEVELOPMENT/RE-DEVELOPMENT

Category	Increased Capacity (GPD)	Available ERUs for New Development/Re-development (Based on 1 ERU@225 GPD)
Wastewater	810,000	3,600
Water	1,000,000 ¹	4,000

1. Improvements in fire flow conditions

Based on a conservative approach to available ERUs for new development/re-development, the ERU benefits for both wastewater and water shall be set at 3,600 ERUs.

The City has established a precedent with the 2006 Westside Forcemain & Master Pump Station project on how to address constructing the improvements and recovering the costs from new developers. The proposed fair share assessment is based on the need to have developers contribute towards improvements made to municipal infrastructure in order to increase capacity, measured in terms of equivalent residential units (ERU), to allow for future water and sewer customers within a defined area in

the core downtown DeLand area.

It is expected that the City of DeLand shall construct the improvements and recover a developers pro-rata share via implementation of a Surcharge Impact Fee, as established herein.

It is proposed that a benefit factor of 75% be used to associate actual costs to new or re-developed properties and 25% of the improvements are estimated to benefit existing customers. It is noted that that 25% of the project costs will not be included in by the proposed Surcharge Impact Fee calculations. This portion represents the cost of improvements assigned to existing customers, who will be benefiting with the proposed improvements.

42 Downtown Development Wastewater Surcharge Impact Fee

The Downtown Development Wastewater Surcharge Impact Fee was estimated based on the information summarized in **Table 5**.

TABLE 5 - WASTEWATER SURCHARGE IMPACT FEE

Parameters	Wastewater System Improvements
Total Cost of Downtown Development Study Area Improvements	\$ 2,153,000 ¹
Associated Total Cost for New Developments (100% Allocation)	\$ 1,614,750
Available ERUs for New Development/Re-development	3,600
Estimated Cost/ERU	\$ 448.54 (rounded off to \$450)

1. Value should be revised after construction to reflect actual costs incurred by the City During Construction

Based on the methodology established above, **the estimated Wastewater Surcharge Impact Fee for a new developer will be \$450 per ERU**

43 Downtown Development Water Surcharge Impact Fee

The Downtown Development Water Surcharge Impact Fee was estimated based on the information summarized in **Table 6**.

TABLE 6 - WATER SURCHARGE IMPACT FEE

Parameters	Alternative A	Alternative B
Total Cost of Downtown Development Study Area Improvements	\$ 1,593,000 ¹	\$ 6,174,000 ¹
Associated Total Cost for New Developments (100% Allocation)	\$ 1,194,750	\$ 4,630,500
Available ERUs for New Development/Re-development	3,600	3,600
Estimated Cost/ERU	\$ 332 (rounded off to \$340)	\$ 1,286 (rounded off to \$1,300)

1. Value should be revised after construction to reflect actual costs incurred by the City During Construction

Based on the City preferences and maximizing the benefits for all new development and re-development opportunities, **Alternative B is recommended** for the Downtown Development Study Area water system improvements.

Based on the methodology established above, **the estimated Surcharge Impact Fee for a new developer will be \$1,300 per ERU.**

44 Combined Development Wastewater and Water Surcharge Impact Fee

Based on the above recommendations, the **combined development wastewater and water Surcharge Impact Fee is \$1,750 per ERU** and summarized in Table 7.

TABLE 7 COMBINED DEVELOPMENT WASTEWATER AND WATER SURCHARGE IMPACT FEE

Category	Cost per ERU
Wastewater Surcharge Impact Fee	\$ 450
Water Surcharge Impact Fee	\$ 1,300
Combined Development Wastewater and Water Surcharge Impact Fee	\$ 1,750

APPENDIX A

DOWNTOWN FLOW MONITORING STUDY

PREPARED BY



FINAL

City of Deland Downtown Flow Monitoring Report



City of Deland Downtown Flow Monitoring Report

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1. EXECUTIVE SUMMARY	1
2. FLOW MONITORING APPROACH	4
3. MONTHLY FLOW MONITORING RESULTS	5
4. CAPACITY ANALYSIS	15
5. RECOMMENDATIONS	19

APPENDICES

Appendix	Description
A	Trunk Line Tributary Map
B	Flow Meter Location Map
C	Flow Meter Installation Sheets
D	Monthly Flow Monitoring Report

DOWNTOWN FLOW MONITORING REPORT

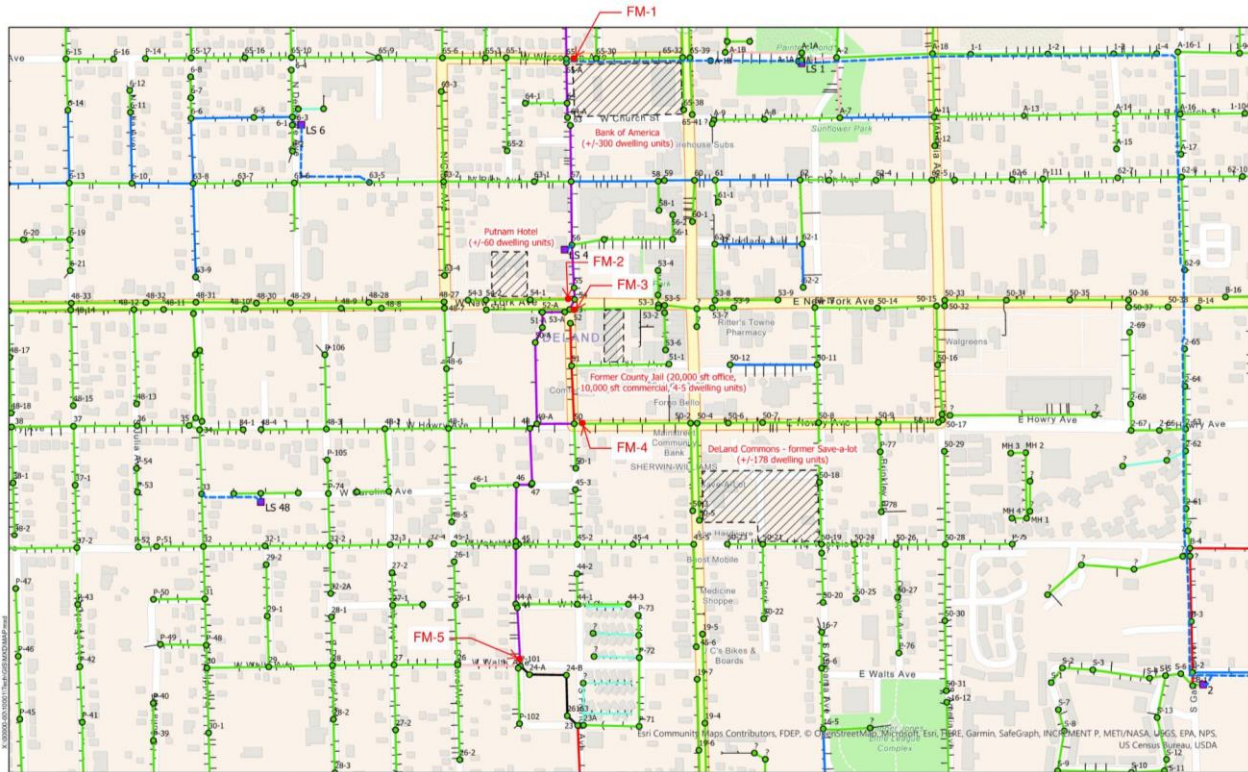
1. EXECUTIVE SUMMARY

The City of Deland (City) is planning a rapid re-development of their downtown residential corridor. These re-developments are identified in **Appendix B** and are listed in detail below:

1. Bank of America Property (+/- 300 new dwellings units)
2. Putnam Hotel Property (+/- 60 new dwelling units)
3. Former County Jail (20,000 sq ft. Office, 10,000 sq ft. Commercial, and 4-5 new dwelling units)
- DeLand Commons (+/- 178 new dwelling units)

A figure depicting the monitoring locations is included as **Figure ES.1**. As part of this re-development, the City wants to verify the existing sanitary sewer system capacity. The City requested Mead & Hunt (M&H) to perform flow monitoring services within the downtown collection system with the primary goals of verifying system capacity for additional projected flows and necessary hydraulic upsizing within the project area.

Figure ES.1 – Flow Meter Locations



As part of this project, Mead & Hunt installed four (4) temporary flow meters on December 22, 2021, for a month-long flow evaluation. During the month of January, there was one (1) significant rainfall event recorded in the area. Duration and magnitude of the event is listed below in **Table ES.1**.

Table ES.1- Recorded Rainfall

Date	Magnitude (Inches)	Duration (hr.)
January 16, 2022	0.62	3

Based on the flow data, Average Dry Weather Flow (ADWF) hydrographs were established for the periods when rainfall dependent inflow and infiltration (RDI/I) had the least impact on the baseline flow. These hydrographs can be found in **Appendix D**.

Table ES.2 summarizes the dry weather flow data, the wet weather flow data and calculated RDI/I recorded during significant rainfall events (note: due to lack of significant rainfall events and the short monitoring period, the additional wet weather event which occurred on 1/25/22 has been included in the data set). Wet vs Dry Weather hydrographs for each site can be found in **Appendix D**.

Table ES.2 - Wet Weather Flow – RDI/I Contribution

Site	Average Dry Weather (Gal)	Maximum Wet Weather Volume (Gal) 1/16/2022	Maximum Wet Weather Volume (Gal) 1/25/2022	Maximum RDI/I (GAL)
Site 1	7,800	8,800	8,600	1,000
Site 3	14,000	20,100	19,100	6,100
Site 4	24,300	26,800	26,500	2,500
Site 5	370,500	447,800	447,200	77,300

*Site 2 flow meter was not included due to low flow conditions.

Peak flows were measured based on the flow data to evaluate the capacity of the system. The **Tables ES.3** and **ES.4**, below, depict the current flows, the future peak flows and the remaining capacities of the system.

Table ES.3 Projected Peak Flows After Redevelopment

Meter Site	Current Peak Flows (mgd)	Redevelopment Peak Flows (mgd)	Projected Total Peak Flows (mgd)
Site 1	0.012	0.23	0.242
Site 2*	-	0.05	0.05
Site 3 (Residential +Commercial)	0.06	0.019	0.079
Site 4	0.05	0.014	0.064
Site 5 (Site 1+2+3+4)	0.76	0.313	1.073

* Flow Meter was not installed

Table ES.4 Remaining Capacity After Redevelopment

Sites	Calculated Full Pipe Capacity (MGD)	Total existing + Future Flows (MGD)	Calculated Peak Hour Flow (mgd)	Remaining Capacity (%)
Site 1	0.50	0.083	0.242	52%
Site 2*	0.50	x+0.015	0.050	90%
Site 3	0.50	0.021	0.079	84%
Site 4	0.50	0.069	0.064	87%
Site 5	2.20	0.497	1.073	51%

*Site 2 existing flows were not calculated as no meter was installed at this site.

From **Table ES.4**, it is concluded that the current system has the capacity to handle additional flows; however, due to the hydraulic conditions, peaking factor and d/D ratios for Site 3, it is suggested that the connections from the re-development be done to south of the Former Jail.

To assist with eliminating the direct impact of significant wet weather events on the City's collection system and to provide the city with a focus area to perform future I/I studies, it is recommended that the City perform further I/I investigations such as:

1. Smoke testing.
2. Wet Weather Flow Monitoring

Based upon the flow monitoring data presented in **Table ES.4**, the existing downtown sewers have adequate capacity; however, the incremental capacity (0.70 mgd) is nominal. Therefore, the City should consider construction of a new Downtown regional station to intercept flow north of Voorhis Ave. and divert that flow to the new Eastside interceptor force main currently under design. The approximate location is illustrated below. Specific site planning and design parameters are further defined in the Wastewater Collection System Master Plan, currently under development.



2. FLOW MONITORING APPROACH

Mead & Hunt utilized a subcontractor to install five (5) temporary open channel flow meters within the service area identified in **Appendix B**. However, only four (4) meters were installed due to the flow conditions being very low at Flow Meter #2 Site. The flow meters used the internal Remote Terminal Unit (RTU) to send data to Hach's server on a daily basis and included monitoring for a period of 1-month Refer to **Appendix C** for installation reports.

As flow data (level, velocity & discharge volumes) was acquired, M&H evaluated the various recorded flow conditions and performed data analysis to predict the associated groundwater infiltration and stormwater inflow levels within the respective service areas. The first data sets analyzed corresponded to a 24-hour dry weather average base flow which was established prior to the measurement of any significant rainfall (one half inch over 24-hour period). The next analysis performed includes identification of the minimum flow recorded during a dry weather period and the projected groundwater infiltration rate was calculated. Once the above referenced flow parameters were established, calculations were performed to determine the ratio between apparent groundwater infiltration and average dry weather base flow, as well as the impact on the recorded flows during significant wet weather events of various magnitudes and durations.

Mead & Hunt would utilize data from the existing NOAA rainfall gauge located at the WRF and the nearest USGC rainfall gauge to establish rainfall dependent inflow/infiltration (RDI/I) volumes for the flow monitoring locations.

The following flow parameters were established for the service areas.

- ADWF, Average Dry Weather Flow
- ABF, Average Base Flow, established during periods of dry weather.
- ASF, Average Daily Sanitary Sewer Flow, determined by calculation
 - $ASF = ABF - GWI$
- GWI, Non-Rainfall Groundwater Infiltration, estimated by analysis of early morning flows when the sanitary sewer contribution is very low.
- MSF, Minimum Sanitary Flow, by calculation, $MSF = 0.12 * ASF$.
- MBF, Minimum Base Flow, by calculation, $MBF = MSF + GWI$.
- Ratio of MBF/ABF.
- Ratio of GWI/ABF.
- Rainfall Amount and Intensity.
- Rainfall Dependent Infiltration/Inflow, (RDI/I), directly resulting from rainfall.
- $RDI/I = \text{Total Flow Volume} - ABF$
- Peak RDI/I, maximum difference between the ABF and Total Flow hydrographs.
- PHF, Peak Hour Flow
- Peak 15-minute Flow Depth
- Peak 15-minute Flow Velocity
- Peak 15-minute Flow Volume
- Current Full Pipe Capacity
- Total Monthly Flow

3. MONTHLY FLOW MONITORING RESULTS

The flow meters were installed December 22, 2021 and remained in the ground until February 9, 2022. During the month of January, there was only one (1) significant rainfall event recorded. The date of the event and magnitude are detailed in **Table 3.1** below. According to the EPA any rainfall event that's above 0.5-inches within a 24-hr period is considered as a significant rainfall event. Though not significant, the rainfall on January 25th-26th is analyzed to give an additional data point due to the relatively small monitoring period.

Table 3.1 – Recorded Rainfall

Date	Magnitude (Inches)	Duration (hr.)
January 16, 2022	0.62	3
January 25-26, 2022	0.41	20

*Rainfall data is based on the nearest USGS rainfall gauge

To determine the impacts of wet weather events, a single rainfall gauge was utilized to correlate the dry weather and wet weather flow rates. The data provided by the City from the NOAA rain gauge could not be used for this analysis as the reporting method of the rain gauge was not in 15-minute interval.

For this study, four (4) distinct average dry weather flow curves were established for each site location:

- Mondays – Thursdays
- Saturdays
- Sundays

Flows for many sites differ on Friday evenings compared to Mondays through Thursdays. Starting around 7 pm, the flows are often decreased (compared to Monday through Thursday). Similarly, flow patterns for Saturday and Sunday each have unique evening flow patterns. This type of differentiation can be important when determining I/I response, especially if a rain event occurs on a Friday, Saturday or Sunday evening.

Average Dry Weather Flow (ADWF) curves are generally derived from two (2) sets of “Dry Days” when Rainfall Dependent Inflow (RDI) had the least impact on the baseline flow (Monday – Thursday, Saturday-Sunday). For Site 3, Site 4, and Site 5, dry days from January 1st to January 4th were utilized. For Site 1 the first set of dry days occurred between January 1st - January 2nd and the second set of dry days occurred between January 19th- January 20th. Different dry days were utilized for Site 1 because there was a noticeable increase in the baseline flow after January 7th.

ADWF curves were established for the periods when RDI had the least impact on the baseline flow. **Table 3.2** summarizes the dry weather flow data measured for this study and the wet weather and RDI recorded during significant rainfall event. ADWF curves for each site can be found in **Appendix D**.

Table 3.2 Wet Weather Flow – RDI/I Contribution

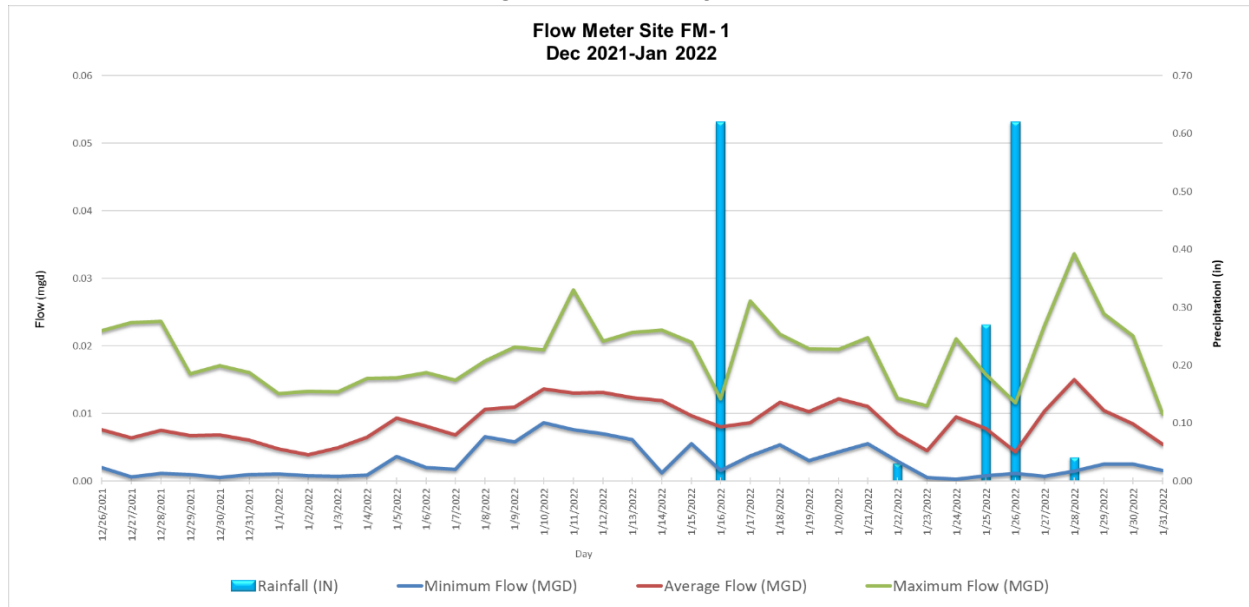
Site	Average Dry Weather (Gal)	Maximum Wet Weather Volume (Gal) 1/16/2022	Maximum Wet Weather Volume (Gal) 1/25/2022	Maximum RDI/I (GAL)
Site 1	7,800	8,800	8,600	1,000
Site 3	14,000	20,100	19,100	6,100
Site 4	24,300	26,800	26,500	2,500
Site 5	370,500	447,800	447,200	77,300

*Site 2 was not included due to low flow conditions.

Flow Meter Site 1

The flow meter in this basin was installed at the intersection of W Wisconsin Ave and N Florida Ave on a 8 inch gravity sewer. This flow meter location was selected in an effort to isolate the dry and wet weather flows that were being generated from the northern portion of the Bank of America basin. The **Figure 3.1** shows the monthly maximum and minimum flows for the site.

Figure 3.1- Monthly Flow

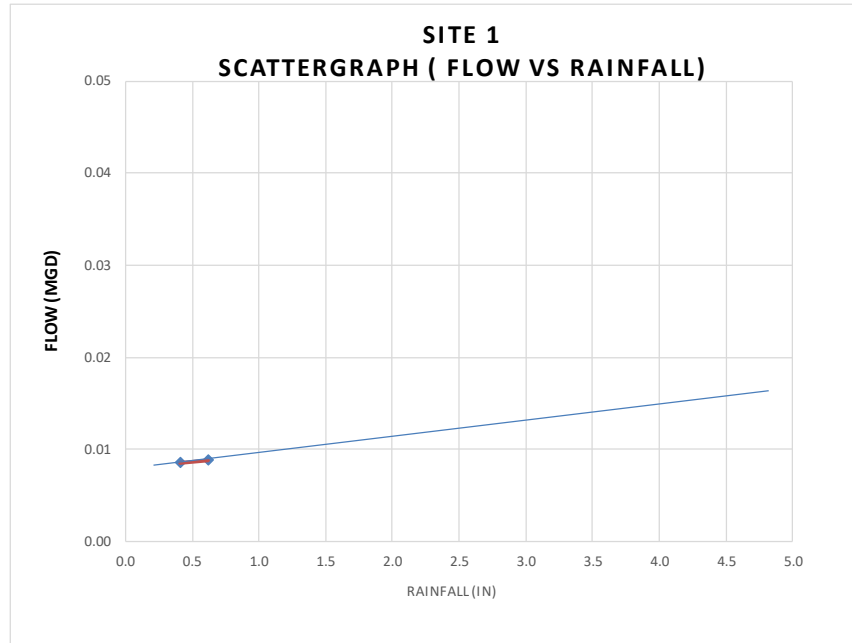


The average 24-hour dry weather flow for the month was measured at 5,000 gallons per day. There were two (2) significant rainfall events recorded (inclusive of the rain event on January 25, 2022), the more noticeable event was on January 16th, which contributed 0.62 inches of rain over a 24-hour period. It was observed that there was a rise in the flow between 1/8/2022 to 1/17/2022 which was likely due to ragging build up on the sensor due to lower velocities encountered in this pipe.

The intent of the scattergraph is to allow for the prediction of RDII volumes based on any magnitude of recorded rainfall, noting that the storm duration may affect the overall RDII volume; shorter duration storms of the same intensity will in most cases provide higher RDII volumes. Using straight line regression analyses the total flow associated with a 5-inch rainfall event is expected to reach approximately 30,000 gallons per day, which is nearly six times the average dry weather flow.

The scattergraph in **Figure 3.2** shows that the measured flow increases as the magnitude of the rain event increases. The comprehensive January flow monitoring results/data for the Site 1 has been provided in **Appendix D**.

Figure 3.2- Scattergraph



Date	Flow (MGD)	Rainfall (IN)	R ² Value
1/16/2022	0.0088	0.62	0.99
1/(25-26)/2022	0.0086	0.41	

The table below, **Table 3.3**, depicts the January Monthly Summary Report that was generated for the Site 1 basin.

Table 3.3- Monthly Summary Report

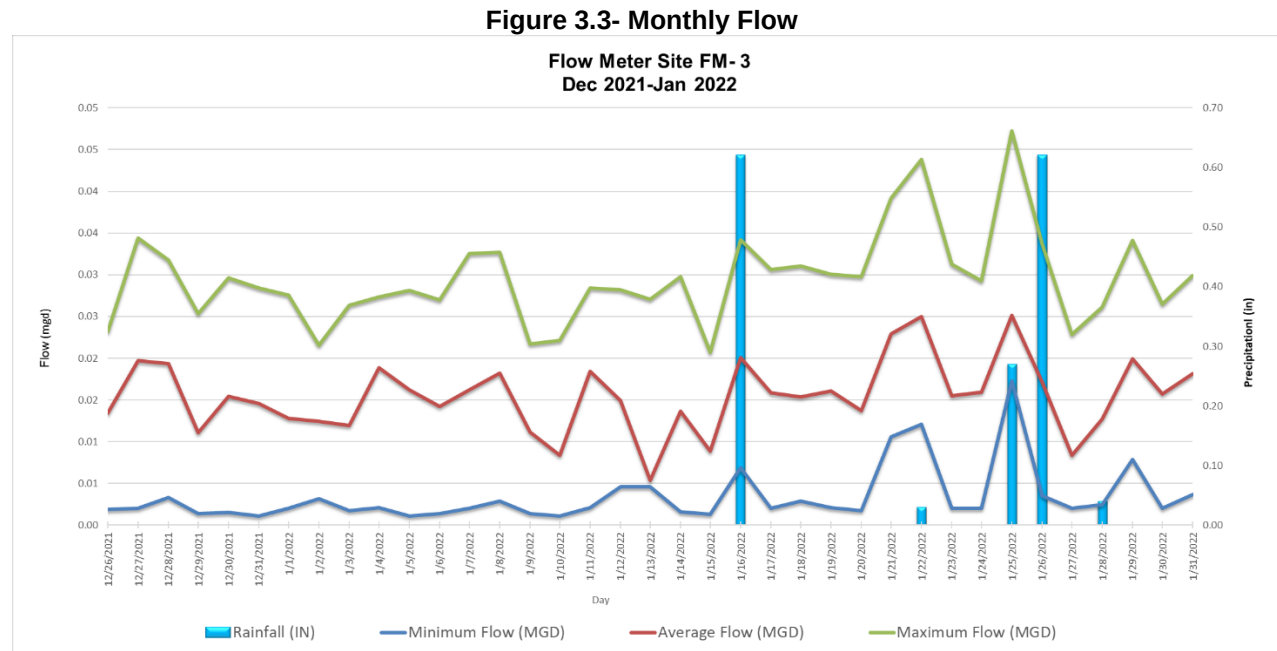
Site 1 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Average Monthly Flow (AMF)	0.0088	MGD
Average Daily Dry Flow (ADWF)	0.0078	MGD
Minimum Sanitary Flow (MSF)	0.0005	MGD
Dry Weather Infiltration DWI = 0.9*(MSF)	0.0005	MGD
Base Sewage Flow (BSF) BSF = ADF - DWI	0.0075	MGD
Ratio of BSF/ADWF	0.939	-
Ratio of DWI/ADWF	0.095	-
Rainfall Amount for month period	1.580	IN
Rainfall Intensity	1/16/2022- 0.62, 1/25/2022 - 0.41	-
Rainfall Dependent Infiltration/Inflow (RDI/I) (RDI/I) =Total Flow Volume - ABF	(1/16/2022) 0.001, (1/25/2022) 0.0008	MGD
Peak RDI/I =Max. difference between ADWF & Total Flow Hydrographs.	0.034	MGD

Site 1 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Peak Hour Flow (PHF)	0.012	MGD
Peak 15 min velocity (f/s)	0.84	FT/S
Peak 15 min Level (in)	3.76	IN
Peak 15 min Flow (mgd)	0.034	MGD
Calculated Full Capacity	0.50	MGD
Total Monthly Flow	272,788	GAL
Ratio of DWI/Inch - Diameter Miles of Upstream contributing Sewer Mains	88.69	GAL/IN-MI

(Typical peak flow capacity for an 8" gravity sewer at min slope is 350 gpm+/-)

Flow Meter Site 3

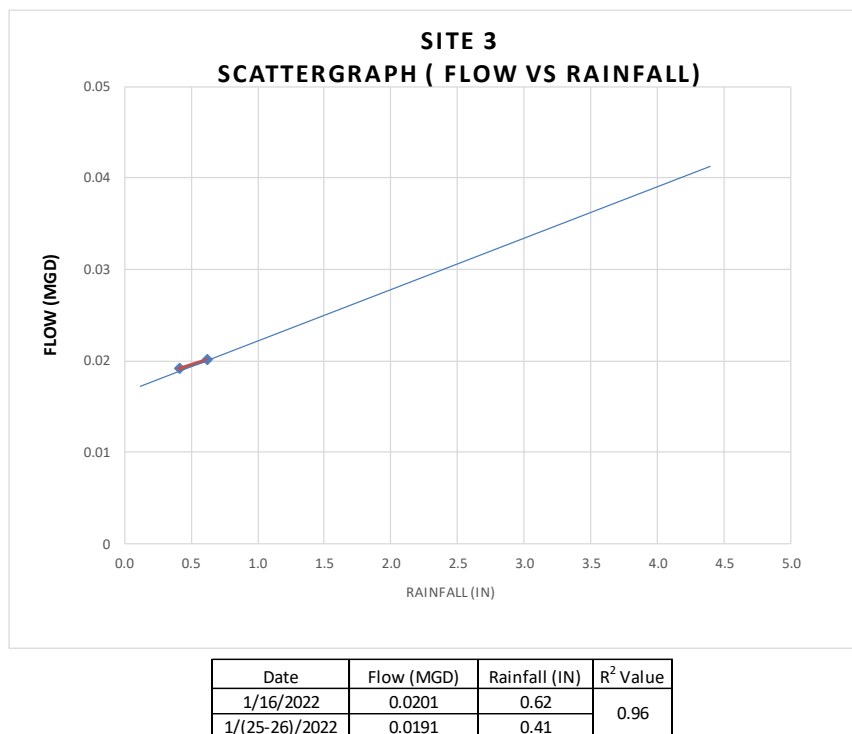
The flow meter in this basin was installed at the intersection of S Florida Ave and W New York Ave on an 8-inch diameter gravity sewer. This flow meter location was selected in an effort to isolate the dry and wet weather flows that were being generated from the eastern portion of the County Jail system. The **Figure 3.3** shows the monthly maximum and minimum flows for the site. The fluctuating peaks on the graph below are due debris and tissue accumulating on top of the sensor.



The average 24-hour dry weather flow for the month was measured at 14,000 gallons per day. There were two (2) significant rainfall events recorded (inclusive of the rain event on January 25, 2022), the more noticeable event was on January 16th, which contributed 0.62 inches of rain over a 24-hour period. The monthly flow data for the Meter 3 site has been provided in **Appendix D**.

The scattergraph in **Figure 3.4** depicts the wet weather flow to recorded rainfall comparison.

Figure 3.4- Scattergraph



The scattergraph in **Figure 3.4** shows that the measured flow increases as the magnitude of the rain event increases. The comprehensive January flow monitoring results/data for the Site 3 has been provided in **Appendix D**.

Table 3.4- Monthly Summary Report

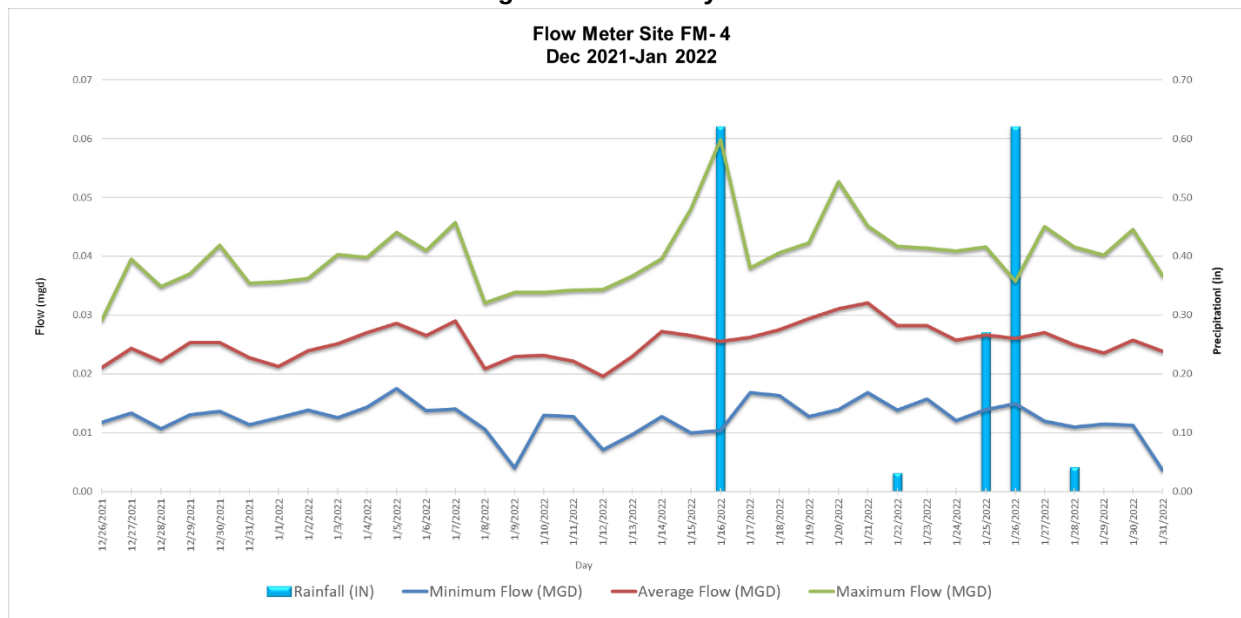
Site 3 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Average Monthly Flow (AMF)	0.0155	MGD
Average Daily Dry Flow (ADWF)	0.0140	MGD
Minimum Sanitary Flow (MSF)	0.0011	MGD
Dry Weather Infiltration DWI = 0.9*(MSF)	0.0010	MGD
Base Sewage Flow (BSF) BSF = ADF - DWI	0.0130	MGD
Ratio of BSF/ADWF	0.932	-
Ratio of DWI/ADWF	0.068	-
Rainfall Amount for month period	1.580	IN
Rainfall Intensity	1/16/2022- 0.62, 1/25/2022 - 0.41	-
Rainfall Dependent Infiltration/Inflow (RDI/I) (RDI/I) =Total Flow Volume - ABF	(1/16/2022) 0.0061, (1/25/2022) 0.0051	MGD
Peak RDI/I =Max. difference between ADDF & Total Flow Hydrographs.	0.047	MGD

Site 3 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Peak Hour Flow (PHF)	0.06	MGD
Peak 15 min velocity (f/s)	0.26	FT/S
Peak 15 min Level (in)	8.46	IN
Peak 15 min Flow (mgd)	0.047	MGD
Calculated Full Capacity	0.50	MGD
Total Monthly Flow	48,0217	GAL
Ratio of DWI/Inch - Diameter Miles of Upstream contributing Sewer Mains	304.78	GAL/IN-MI

Flow Meter Site 4

The flow meter in this basin was installed at intersection of S Florida Ave and W Howry Ave. on 8-inch gravity sewer This flow meter location was selected in an effort to isolate the dry and wet weather flows that were being generated from the eastern portion of S Florida Ave and W Howry Ave. The **Figure 3.5** shows the monthly maximum and minimum flows for the site. The monthly flow data for the Meter 4 site has been provided in **Appendix D**.

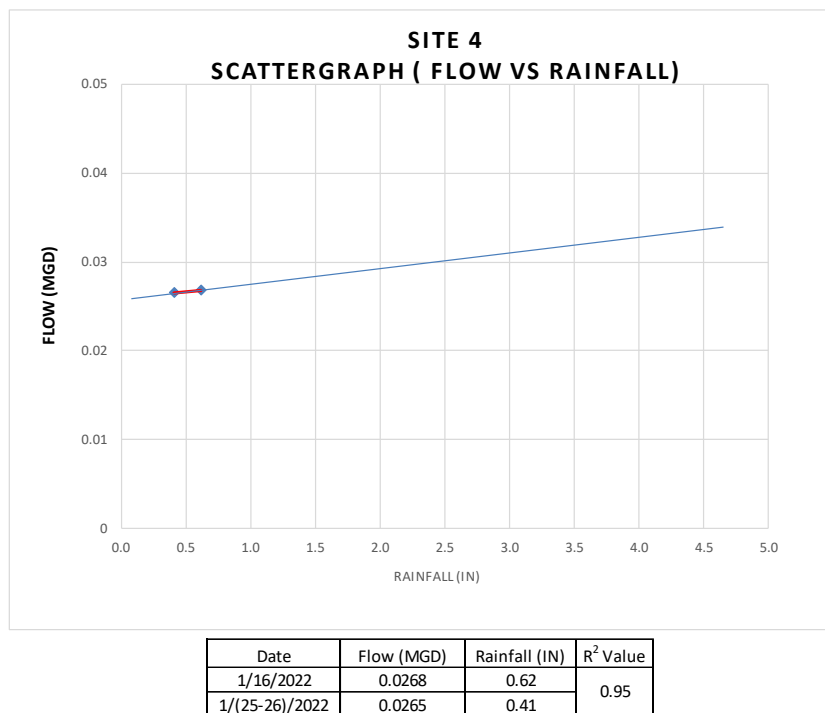
Figure 3.5- Monthly Flow



The average 24-hour dry weather flow for the month was measured at 24,300 gallons per day. There were two (2) significant rainfall events recorded (inclusive of the rain event on January 25, 2022), the more noticeable event was on January 16th, which contributed 0.62 inches of rain over a 24-hour period.

The scattergraph in **Figure 3.6** depicts the wet weather flow to recorded rainfall comparison.

Figure 3.6- Scattergraph



The scattergraph in **Figure 3.6** shows that the measured flow increases as the magnitude of the rain event increases. The comprehensive January flow monitoring results/data for the Site 4 has been provided in **Appendix D**.

Table 3.5- Monthly Summary Report

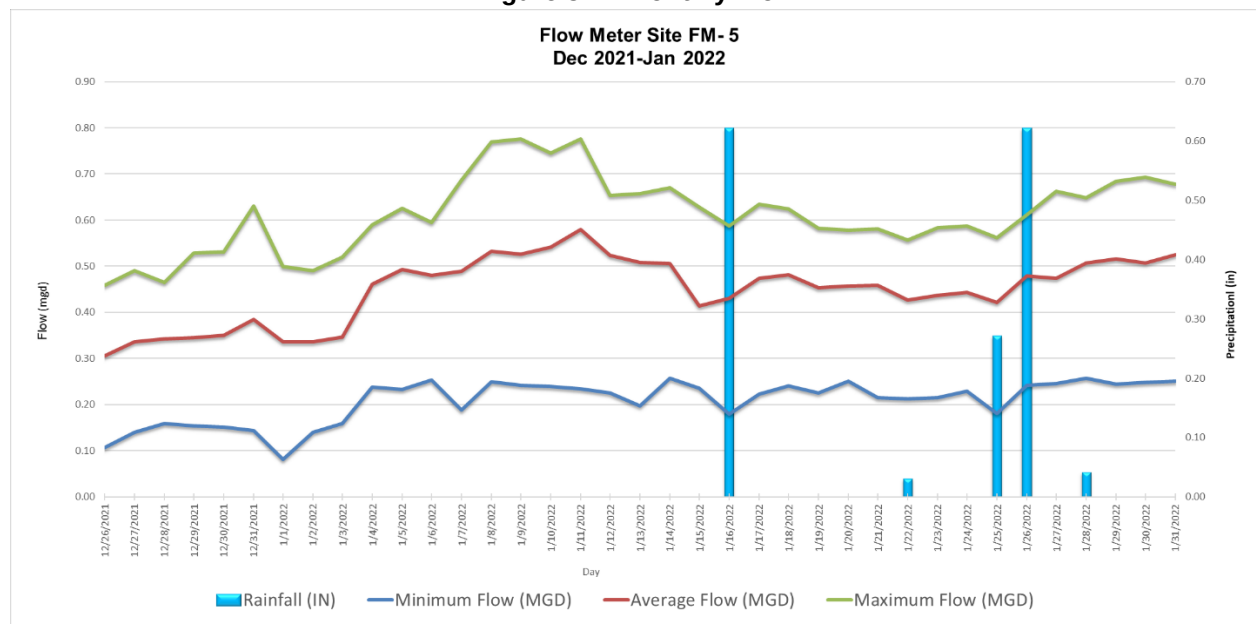
Site 4 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Average Monthly Flow (AMF)	0.0254	MGD
Average Daily Dry Flow (ADWF)	0.0243	MGD
Minimum Sanitary Flow (MSF)	0.0037	MGD
Dry Weather Infiltration DWI = 0.9*(MSF)	0.0033	MGD
Base Sewage Flow (BSF) BSF = ADWF - DWI	0.0210	MGD
Ratio of BSF/ADWF	0.865	-
Ratio of DWI/ADWF	0.135	-
Rainfall Amount for month period	1.58	IN
Rainfall Intensity	1/16/2022- 0.62, 1/25/2022 - 0.41	-
Rainfall Dependent Infiltration/Inflow (RDI/I) (RDI/I) =Total Flow Volume - ABF	(1/16/2022) 0.0025, (1/25/2022) 0.0022	MGD
Peak RDI/I =Max. difference between ADWF & Total Flow Hydrographs.	0.060	MGD

Site 4 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Peak Hour Flow (PHF)	0.05	MGD
Peak 15 min velocity(f/s)	1.44	FT/S
Peak 15 min Level(in)	2.29	IN
Peak 15 min Flow(mgd)	0.060	MGD
Calculated Full Capacity	0.5	MGD
Total Monthly Flow	787,154	GAL
Ratio of DWI/Inch - Diameter Miles of Upstream contributing Sewer Mains	638.31	GAL/IN-MI

Flow Meter Site 5

The flow meter in this basin was installed on the 15-inch trunk line on W Voorhis Ave. This flow meter location was selected in an effort to isolate the dry and wet weather flows that were being generated from the northern portion of downtown service area as shown in **Appendix A**. **Figure 3.7** shows the monthly maximum and minimum flows for the site. The monthly flow data for the Meter 4 site has been provided in **Appendix D**.

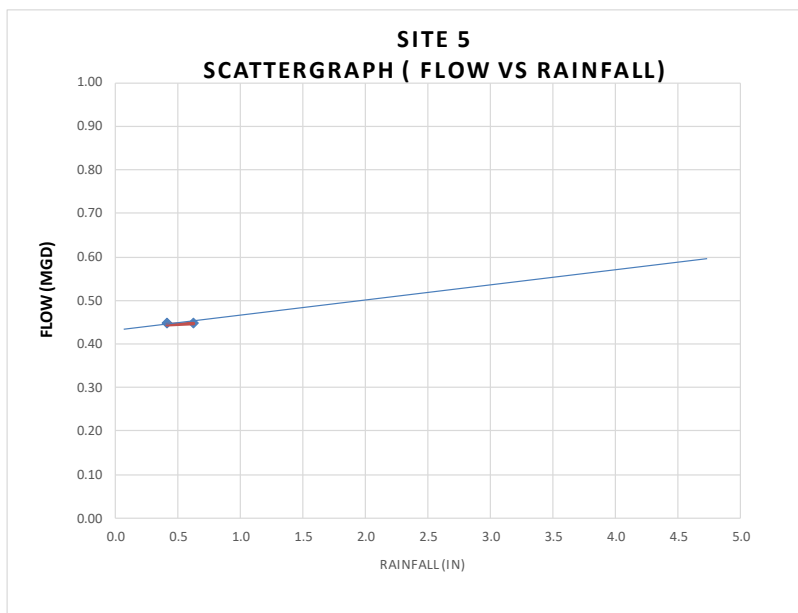
Figure 3.7 - Monthly Flow



The average 24-hour dry weather flow for the month was measured at 370,500 gallons per day. There were two (2) significant rainfall events recorded (inclusive of the rain event on January 25, 2022), the more noticeable event was on January 16th, which contributed 0.62 inches of rain over a 24-hour period.

The scattergraph in **Figure 3.8** depicts the wet weather flow to recorded rainfall comparison.

Figure 3.8- Scattergraph



Date	Flow (MGD)	Rainfall (IN)	R ² Value
1/16/2022	0.4478	0.62	0.95
1/(25-26)/2022	0.4472	0.41	

The scattergraph in **Figure 3.8** shows that the measured flow increases as the magnitude of the rain event increases. The comprehensive January flow monitoring results/data for the Site 5 has been provided in **Appendix D**.

Table 3.6- Monthly Summary Report

Site 5 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Average Monthly Flow (AMF)	0.4493	MGD
Average Daily Dry Flow (ADWF)	0.3705	MGD
Minimum Sanitary Flow (MSF)	0.0811	MGD
Dry Weather Infiltration DWI = 0.9*(MSF)	0.0730	MGD
Base Sewage Flow (BSF) BSF = ADWF - DWI	0.2975	MGD
Ratio of BSF/ADWF	0.803	-
Ratio of DWI/ADWF	0.197	-
Rainfall Amount for month period	1.58	IN
Rainfall Intensity	1/16/2022- 0.62, 1/25/2022 - 0.41	-
Rainfall Dependent Infiltration/Inflow (RDI/I) (RDI/I) =Total Flow Volume - ABF	(1/16/2022) 0.0773, (1/25/2022) 0.0767	MGD
Peak RDI/I =Max. difference between ADWF & Total Flow Hydrographs.	0.776	MGD

Site 5 Monthly Summary Report January 2022		
DESCRIPTION	VALUE	UNITS
Peak Hour Flow (PHF)	0.76	MGD
Peak 15 min velocity(f/s)	1.12	FT/S
Peak 15 min Level(in)	13.4	IN
Peak 15 min Flow (mgd)	0.776	MGD
Calculated Full Capacity	2.2	MGD
Total Monthly Flow	13,928,393	GAL
Ratio of DWI/Inch - Diameter Miles of Upstream contributing Sewer Mains	1,491.52	GAL/IN-MI

4. CAPACITY ANALYSIS

Peak measured flows and the corresponding flow levels (depths) are important to understand the capacity limitations of a collection system. The peak flows and flow levels reported are from the peak measurements as taken across the entirety of the flow monitoring period. Peak flows and levels may not correspond to a rainfall event.

The following capacity analysis terms are defined as follows:

- **Peaking Factor:** Peaking factor is defined as the peak Peaking Factor: measured flow divided by the average dry weather flow (ADWF). Peaking factors are influenced by many factors including size and topography of tributary area, proximity to pump stations, and the amount and characteristics of I/I entering the collection system. Flow attenuation and flow restrictions will also affect the peaking factor. A peaking factor threshold value of 3.0 is commonly used for sanitary sewer design of new pipe. However, the city is noticing a peaking factor of 2.5 at the wastewater treatment plant which will be used for this evaluation.
- **d/D Ratio:** The d/D ratio is the peak measured depth d/D Ratio: of flow (d) divided by the pipe diameter (D). Standards for d/D ratio vary from agency to agency, but typically range between $d/D \leq 0.5$ and $d/D \leq 0.75$. The d/D ratio for each site was computed based on the maximum depth of flow for the flow monitoring study.

Table 4.1 summarizes the peak recorded flows, maximum levels, d/D ratios, and calculated peaking factors per site during the flow monitoring period.

Table 4.1 Capacity Analysis Summary

Meter Site	ADWF (mgd)	Additional flow (Redevelopment) mgd	Estimated Flow (mgd)	Peak Measured Flow (mgd)	Measured Peaking Factor	Pipe Diameter D (in)	Max Depth, d (in)	d/D Ratio
Site 1	0.008	0.075	0.083	0.012	1.4	8	3.758	0.47
Site 3	0.014	0.007	0.021	0.06	4.3	8	8.459	1.06
Site 4	0.024	0.045	0.069	0.05	2.5	8	2.285	0.28
Site 5	0.371	0.126	0.497	0.76	2.1	15	14.313	0.89

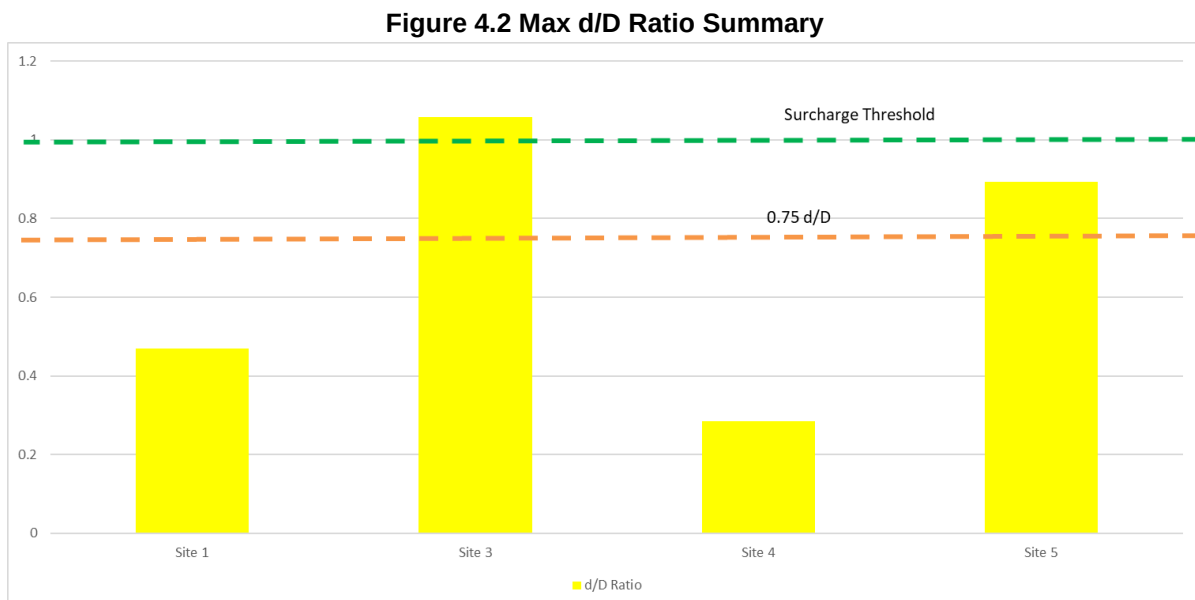
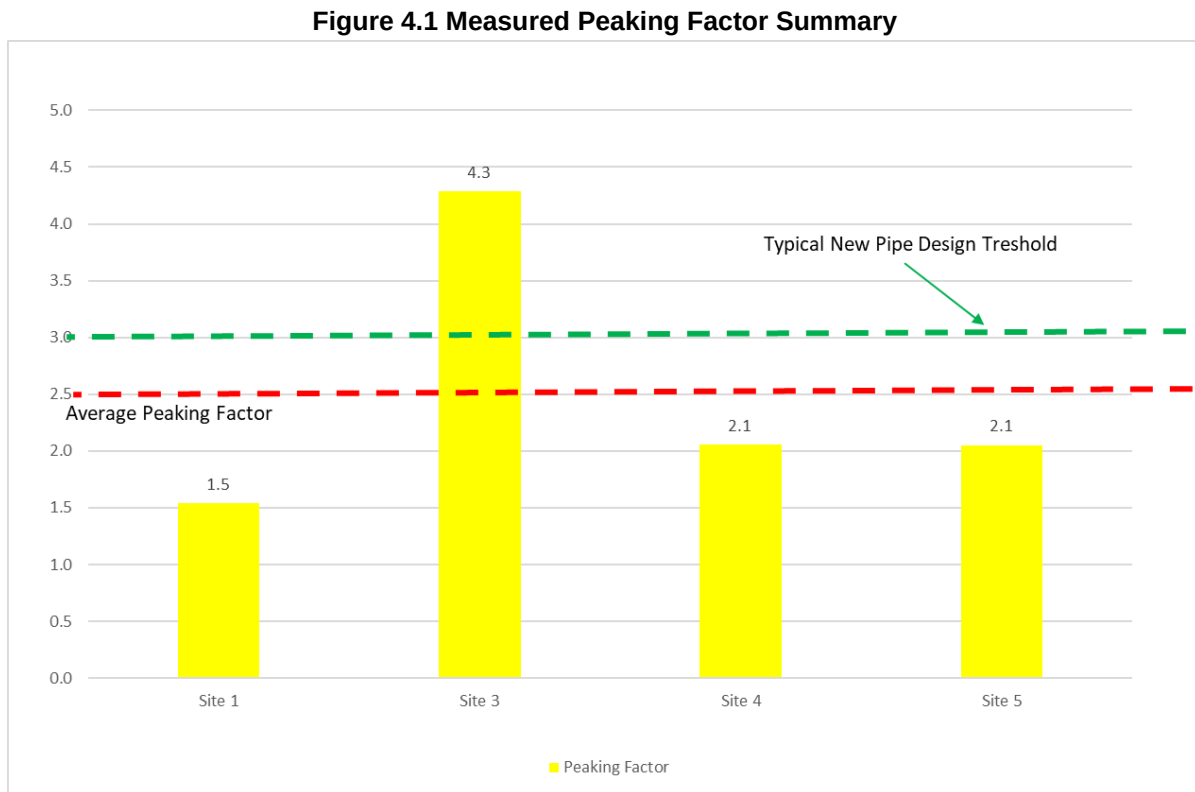
*Peaking factor based on 1 month flow data

The following capacity analysis results are noted:

- **d/D Ratio:** Site 3 and site 5 had a maximum d/D ratio that exceeded a d/D value of 0.75.
- **Peaking Factor:** Site 3 metering sites had peaking factors that exceeded typical design threshold limits for new pipe design.
- The average peaking factor for all sites is 2.5, a peak factor of 3.0 shall be used for subsequent calculations and recommendations

Capacity analysis data is presented on a site-by-site basis and represents the hydraulic conditions only at the site locations; hydraulic conditions in other areas of the collection system will differ.

Figure 4.1 and **Figure 4.2** show bar graphs of the capacity results:



From **Figure 4.1** and **Figure 4.2**, it can be observed that Site 3 needs immediate attention as this has the highest peaking factor and has crossed the surcharge threshold. However, as **Figure 4.3** shows, that these flows and conditions are due to the backflow from the 15-in incoming pipe from N Florida Ave at manhole SSMH0003005.

Figure 4.3 Back Flow from the 15" incoming pipe at Site 3



The capacity analysis for the re-development areas are shown below in **Table 3.2 and 3.3.**

1. Bank of America Property (+/- 300 new dwellings units)
2. Putnam Hotel Property (+/- 60 new dwelling units)
3. Former County Jail (20,000 sq ft. Office, 10,000 sq ft. Commercial, and 4-5 new dwelling units)
4. DeLand Commons (+/- 178 new dwelling units)

Table 4.2 Projected Residential Flow (add Row for Site 5 which sums Column G)

Meter Site	Redevelopment Areas	B = Number of Units	C = Population per Unit	D = Total Population (B x C)	E = Per Capita Flow (gpd)	F = Total Average Daily Flow (gpd) (D x E)	G = Peak hour flow (mgd)
Site 1	Bank of America Property	300	2.5	750	100	75,000	0.23
Site 2**	Putnam Hotel Property	60	2.5	150	100	15,000	0.05
Site 3	Former County Jail	5	2.5	13	100	1,250	0.0037
Site 4	Save-a-lot	178	2.5	445	100	44,500	0.14
Site 5	Flows from Site 1+2+3+4	-	-	-	-	-	0.424

*100 gal/day per person and 2.5 people per household = 250 GPD per residential unit per as per 10 States standards,

** Flow meter was not installed

Table 4.3 Projected Commercial Flow

Meter Site	Office building	# Units	GPD/Unit	GPD	Peak hour flow (mgd)
Site 3	per employee per 8-hour shift or		15	0	
	per square foot of floor space, whichever is greater	20,000	0.2	4,000	
		MAXIMUM		4,000	0.012

Meter Site	Shopping center, with food or laundry	# Units	GPD/Unit	GPD	Peak hour flow (mgd)
Site 3	per square foot of floor space	10,000	0.13	1,300	
		Subtotal		1,300	0.0039

Table 4.4 Current and Projected Peak Flows

Meter Site	Current Peak Flows (mgd)	Redevelopment Peak Flows (mgd)	Projected Total Peak Flows (mgd)
Site 1	0.012	0.23	0.242
Site 2*	-	0.05	0.05
Site 3 (Residential +Commercial)	0.06	0.019	0.079
Site 4	0.05	0.014	0.064
Site 5 (Site 1+2+3+4)	0.76	0.313	1.073

* Flow meter was not installed

5. RECOMMENDATIONS

Based on the 10 state standards and City of DeLand design criteria, we have projected the future flows for residential and commercial establishments. **Table 5.1** below compares the calculated pipe capacities to future flows.

Table 5.1 Current Capacity VS Future Flows

Sites	Calculated Full Pipe Capacity (MGD)	Total existing + Future Flows (MGD)	Calculated Peak Hour Flow (mgd)	Remaining Projected Capacity (mgd)	Remaining Capacity (%)
Site 1	0.50	0.083	0.242	0.258	52%
Site 2*	0.05	x+0.05	0.05	0.45	90%
Site 3	0.50	0.021	0.079	0.421	84%
Site 4	0.50	0.069	0.064	0.436	87%
Site 5	2.20	0.497	1.52	1.127	51%

*Site 2 existing flows were not calculated as no meter was installed at this site.

From **Table 5.1**, it is concluded that the current system has the capacity to handle additional flows; however, due to the hydraulic conditions, peaking factor and d/D ratios depicted in **Figure 4.1** and **Figure 4.2** for Site 3, it is suggested that the connections from the re-development be done to south of the Former Jail.

To assist with eliminating the direct impact of significant wet weather events on the City's collection system and to provide the city with a focus area to perform future I/I studies, it is recommended that the City perform further I/I investigations including:

1. Smoke testing.
2. Wet Weather Flow Monitoring

Based upon the flow monitoring data presented in **Table 5.1**, the existing downtown sewers have adequate capacity; however, the incremental capacity (0.70 mgd) is nominal. Therefore, the City should consider construction of a new Downtown regional station to intercept flow north of Voorhis Ave. and divert that flow to the new Eastside interceptor force main currently under design. The approximate location is illustrated below. Specific site planning and design parameters are further defined in the Wastewater Collection System Master Plan, currently under development.



APPENDIX B

LEVEL OF SERVICE (LOS) STUDY

CITY OF DELAND LEVEL OF SERVICE (LOS) RECONCILIATION STUDY

NOVEMBER 4, 2021



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1. Introduction

The City of DeLand is located in western Volusia County, see Figure 1. The City of DeLand owns and operates a utility service which provides potable water, wastewater and reclaimed water services to residents and businesses within the City of DeLand and adjoining unincorporated areas within north-western Volusia County. DeLand has a municipal boundary encompassing approximately 8.5 square miles and a utility service area encompassing approximately 80 square miles. The current utility service area has a residential population of approximately 66,484, based on U.S. Census Tract data. A utility service area map illustrating DeLand's municipal and utility service area boundaries is included as Figure 2. Utility service area boundaries were clearly defined in a 1989 Inter-local Agreement with Volusia County. There are no pending issues regarding the service area delineation.

The City of DeLand operates a municipal wastewater treatment facility at 1101 South Amelia Avenue (29.009450, -81.298140) in DeLand, Florida. The Wiley M. Nash Water Reclamation Facility (FL0020303) has a permitted capacity of 6.0 million gallons a day (MGD) based on the Annual Average Daily Flow (AADF). The City has recently completed a Facility Plan dated July 2021 and with the assistance of Florida Department of Environmental Protection (FDEP) through the Clean Water State Revolving Fund (CWSRF) the City aims to obtaining a low-interest loan to fund upgrade and expansion of the Wiley M. Nash Reclaimed Water Reclamation Facility from 6.0 MGD to 8.0 MGD. Proposed improvements include process upgrades to meet advanced wastewater treatment (AWT) effluent with limits of 5-5-3-1 for Biological Oxygen Demand-Total Suspended Solids (BOD-TSS), Total Nitrogen (TN) and Total Phosphorus (TP), respectively.

2. Need for Level of Service Reconciliation

An alternative method of assessing future flow is based upon collection system improvements approved for connection to the Wiley M Nash Water Reclamation Facility (WRF). The City keeps a record of applications submitted to the FDEP. When the permits are received, the proposed flow is estimated on the basis of a production rate of a typical 300 gallons per day (gpd) per unit.

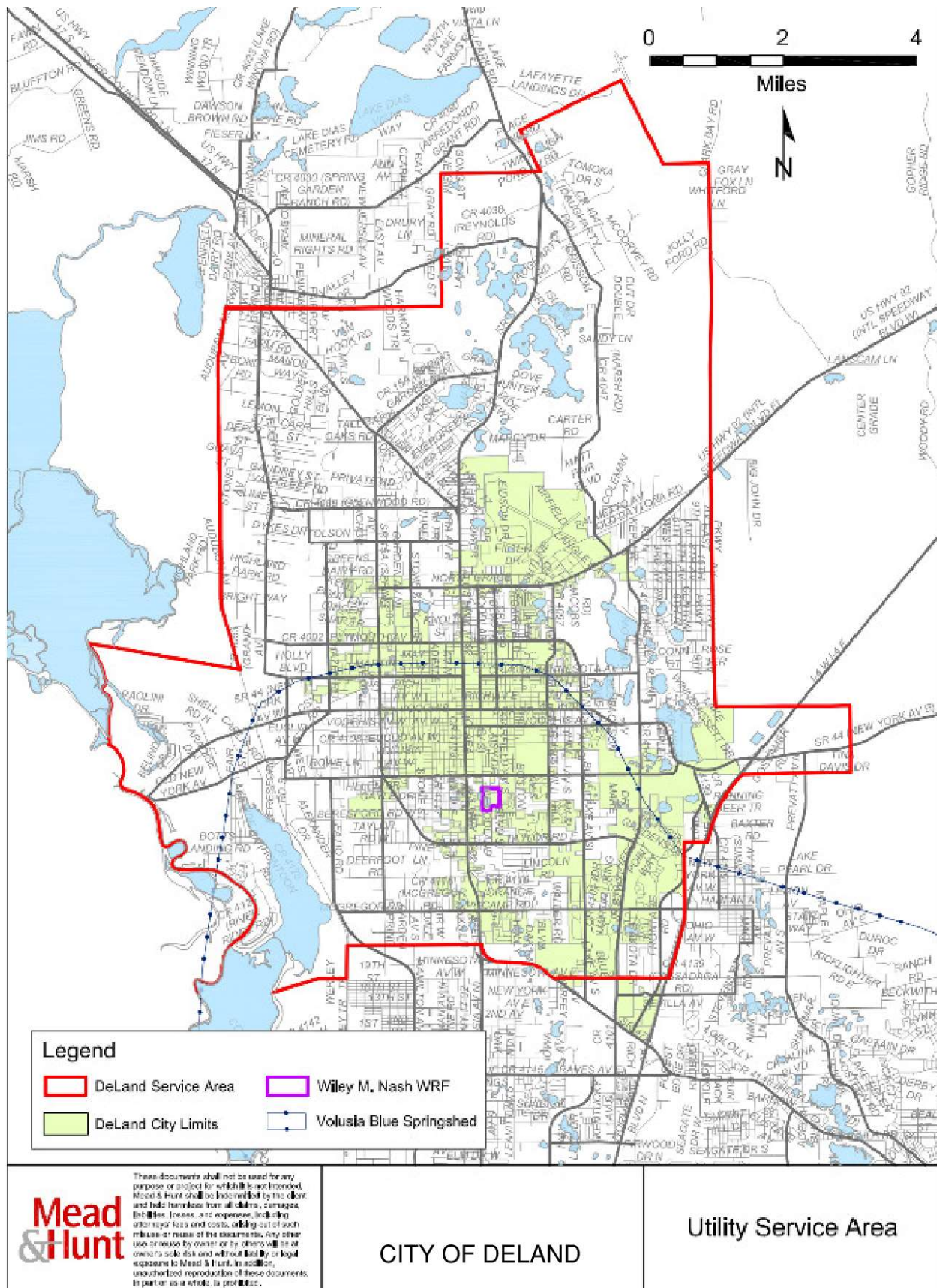
Even though the City in 2013 had established a level of service for sewer flow as 240 gpd per unit or equivalent residential unit (ERU) for future permits, the original method for calculating sewer flows based on 300 gpd per unit for new permitted developments was continued, thereby resulting in over committing of WRF already committed capacity.

The City recently conducted the 2021 Utility Rate Study based on 2020 historical sewer customer statistics. The 2021 Utility Rate Study provided data for the City to establish a new level of service for sewer flows. The resultant LOS will be applied to current commitments for permitted development.

FIGURE 1 - LOCATION MAP



FIGURE 2 – UTILITY SERVICE AREA



3. 2021 Level of Service (LOS) Reconciliation

The City of DeLand 2021 Utility Rate Study in reference to the total sewer system is summarized in Table 1.

TABLE 1 - SUMMARY OF TOTAL SEWER SYSTEM

Total Customers	15,372
Equivalent Residential Units	18,665
Annual Metered Gallons (000s)	1,177,170
Annual Revenue Gallons (000s)	1,070,208

The average daily wastewater flow during 2020 to the Wiley M. Nash Water Reclamation Facility (WRF) was **3.80 MGD**. Assuming 18,665 ERU's, the resulting level of service (LOS) per ERU is 204 gpd. This compares to a metered consumption of 1,177MG per year (3.22 MGD) and a calculated LOS of 173 gpd/ERU. The differential is approximately 14%, which is attributable to infiltration/inflow and the discrepancy between water consumption and sewage contribution. Assuming a 10% escalation factor, the recommended level of service (LOS) per ERU is **225 gpd/ERU**. This value does not affect the City's comprehensive plan, it is proposed for use strictly for overall calculation of committed capacity. This reconciliation brings the total committed flow in 2021 to **4.20 MGD**. This value will be used as a baseline going forward.

4. Current Committed Capacity

An analysis of the permit connection data as of February 2021 was conducted to determine WRF capacity already committed to developers. The City approved permits to serve approximately 4,675 units between September 2013 and February 2021. A large portion of those customers are currently being served and included in the 18,665 ERU's listed above.

Table 2 shows the total number of permitted ERUs who are currently not connected to City's collection system, but being counted towards the FDEP committed capacity. The flows pertaining to these permitted ERUs not connected have been adjusted at 225 gpd per ERU from 300 gpd per ERU.

TABLE 2 – PERMITTED ERUS- NOT CONNECTED TO COLLECTION SYSTEM

	Permitted ERU's Not Connected	Readjusted Increase in Wastewater Flow (gpd) @ 225 gpd per ERU
Total	2,300¹	520,000

1. Estimated at Approximately 50% of 4,675 Permitted ERUs since 2014 not developed or under development but not connected to the City Collection System

With this readjustment, the City currently has FDEP committed capacity of **4.7 MGD** (78%) of permitted 6.0 MGD. The WRF currently operates at 63% of its permitted flows. It is noted that the

current committed capacity includes the permitted 8,505 units City approved before 2013.

Per EPA guidelines, all wastewater treatment facilities typically operating at greater than 80% of its permitted capacity need to plan its future expansion to accommodate for all future growth within its service area.

The City has proactively addressed the need for expanded treatment capacity to match the anticipated future growth. The City recently completed a Facility Plan dated July 2021 and with the assistance of FDEP through the Clean Water State Revolving Fund (CWSRF), the City aims to obtain a low-interest loan to fund upgrade and expansion of the Wiley M. Nash Reclaimed Water Reclamation Facility from 6.0 MGD to 8.0 MGD. The City is currently in the process of choosing a consultant to start designing the WRF expansion. The expansion project is expected to be complete by summer 2025.

5. Conclusions and Recommendations

The City has a current committed capacity of **4.8 MGD** as of November 2021, with a new recommended level of service of 225 gpd per ERU for all new applications going forward.

The City has historically permitted roughly 500 ERUs per year though that rate has been higher over past few years. Assuming a takedown rate of 500-750 ERUs per year, the additional capacity should create roughly 8 years of available capacity within the existing 6.0 MGD permitted WRF. With the City being on schedule for the WRF expansion project from 6.0 MGD to 8.0 MGD with the estimated project completion of Fall 2025, the City has eliminated the potential for any future capacity reservation issues.

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA AUTHORIZING THE COLLECTION OF A CONCURRENCY AND FAIR SHARE CHARGE RELATED TO THE CITY'S PROJECT TO EXPAND SANITARY SEWER AND POTABLE WATER CAPACITY IN THE DOWNTOWN AREA IN ORDER TO ALLOW FOR ADDITIONAL DEVELOPMENT AND RE-DEVELOPMENT IN A DEFINED AREA OF THE DOWNTOWN; PROVIDING FOR IMPOSITION, COLLECTION, AND ADJUSTMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR 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

¹ See Section 166.041(4)(c), Florida Statutes.

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. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance imposes an additional sanitary sewer development fee in the amount of \$1,750 per equivalent residential unit (ERU) for property in a specific area of the City's core downtown area. The additional fee is to offset a portion of the cost that the City's utility fund will pay for a project to construct additional sanitary sewer transmission capacity in this area. Without this project, property in this area would be required to install much of the project components themselves and this would effectively prevent development and redevelopment of property in this area. This payment is akin to a proportionate fair share payment. The public purpose is to allow for development and redevelopment within the City's urban core and more fairly apportion the cost of the sewer transmission improvements for the users of the additional transmission capacity.

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 is zero cost to existing businesses. This project will actually decrease costs for property owners who seek to develop or redevelop property in the affected area.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

\$1,750.00 for each new residential unit constructed in the affected area.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City does not anticipate any regulatory costs associated with this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The estimated number of businesses that may be impacted by the proposed ordinance is 0.

4. Additional information the governing body deems useful (if any):
N/A

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: First Reading of Ordinance Adopting Section 1-8, Amending Chapter 2B, Collection of Past Due Fees and Charges.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

The City imposes a wide variety of fees and charges which sometimes are not paid when due. Certain charges, like unpaid utility fees, can be imposed as a lien on the benefited real property but others cannot. For the non-lienable charges, it is most convenient to send them to a collection agency if not paid. In order to send charges to a collection agency, it is necessary to have the express authority to do so within the City's Ordinances. The City's Code of Ordinances provide specific methods for the collection of certain charges, but not for others, such as false alarm fees. In addition, there are other miscellaneous fees assessed by the City for various services that the City would like to be able to send to a collection agency. The attached ordinance specifically addresses false alarm fees and also provides a catchall provision which provides that past due charges will be charged interest and can be sent to a collection agency, with the collection costs added to the outstanding balance.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item will have a positive fiscal impact, but it is not practicable to try and determine the exact fiscal impact.

RECOMMENDATION:

Approve the attached ordinance.

BACKGROUND/DISCUSSION:

The City Code addresses the imposition of interest on, and method of collection for, certain past due charges. Certain collection agencies that the City has attempted to use will not process city imposed fees or charges unless there is a specific provision in the city's code authorizing this. The attached ordinance includes both a catchall provision and specific provisions related to the collection of false alarm fees. The proposed ordinance also contains a provision addressing an antiquated reference to the Code Enforcement Board.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING A NEW SECTION 1-8 PROVIDING FOR COLLECTION OF PAST DUE CHARGES AND FEES; AMENDING CHAPTER 2B OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATING TO ALARM SYSTEMS; PROVIDING FOR COLLECTION FEES AND INTEREST; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; and Chapter 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City of DeLand refers certain non-lienable charges which remain uncollected to collection agencies; and

WHEREAS, the City adds the collection fees for such charges to the outstanding bill; and

WHEREAS, the City desires to provide for the referral of police and fire false alarm charges to collection agencies and to provide for the imposition of collection charges thereon; and

WHEREAS, the City also desires to add an additional catchall provision to the Code of Ordinances to provide that any past due fees or charges assessed by the City, the collection of which is not otherwise addressed in the City Code, can be assessed interest, referred to a collection agency, and that the costs of collection can be added to the outstanding balance; and

WHEREAS, the City Commission of the City of DeLand has determined that the enactment of this Ordinance is in the best interest of the citizens of the City of DeLand; and

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

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and ~~strikethrough~~ shall constitute deletions to the original text.

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 recital (whereas clause) to this Ordinance and the City staff report relating to this Ordinance.

Section 2. Amendment to Chapter 1, General Provisions. A new Section 1-8 of Chapter 1, Article I of *the Code of Ordinances of the City of DeLand, Florida*, is hereby adopted to read in full as follows:

Sec. 1-8. Collection of past due fees and charges.

Any fee or charge that is imposed by the City which is not paid when due shall bear interest at the rate of 12% per annum, and if such fee or charge is not paid within 90 days of invoicing by the City, the City may refer such fee or charge to a collection agency. All collection fees imposed by the collection agency shall be added to the unpaid balance. To the extent that any other provision of the Code of Ordinances provides for the method of collection or interest rates for past due fees or charges, such specific provisions shall control over this section 1-8.

Section 3. Amendment to Chapter 2B, City Code; Alarm Systems. The provisions of Chapter 2B-4 “Police false alarm service charge” of *the Code of Ordinances of the City of DeLand, Florida*, is amended to add a new sub-subsection (c) to read as follows:

Sec. 2B-4. Police false alarm service charge.

(c). Any fee which is not paid when due shall bear interest at the rate of 12% per annum. If a fee is not paid within 90 days of invoicing by the City, the City may refer the fee to a collection agency. All collection fees imposed by the collection agency shall be added to the unpaid balance.

Section 4. Amendment to Chapter 2B, City Code; Alarm Systems. The provisions of Chapter 2B-5 “Fire/rescue alarm service charge” of *the Code of Ordinances of the City of DeLand, Florida*, is amended to add a new sub-subsection (c) to read as follows:

Sec. 2B-5. Fire/rescue alarm service charge.

(c). Any fee which is not paid when due shall bear interest at the rate of 12% per annum. If a fee is not paid within 90 days of invoicing by the City, the City may refer the fee to a collection agency. All collection fees imposed by the collection agency shall be added to the unpaid balance.

Section 5. Amendment to Chapter 2B, City Code; Alarm Systems. The provisions of Chapter 2B-10 “Enforcement through code enforcement board” of *the Code of Ordinances of the City of DeLand, Florida*, is amended as follows:

Sec. 2B-10. Enforcement ~~through code enforcement board~~.

The chief of police and/or the fire chief may initiate any action before the code enforcement action or process available under controlling law in order ~~board of the city~~ to obtain compliance with this Chapter and payment of the service charges and permit fees provided for in this Chapter.

Section 6. Savings. The prior actions of the City of DeLand relating to the regulation alarms and false alarms, interest rates, fees and charges and collection activities, as well as any and all related matters are hereby ratified and affirmed including, but not limited to, the provisions of Resolution Number 2005-91.

Section 7. Implementing Administrative Actions. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

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

Section 9. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 10. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Sections 2 through 5 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 6 through 10 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, 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 11. 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
April 1, 2024

SUBJECT: First Reading of Ordinance Amending Chapter 30, Sanitary Sewer Development Fees.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance, Ordinance 2023-05

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

This ordinance increases the per fixture unit charge for wastewater development fees from \$169.20 to \$216.02 effective upon the adoption of this ordinance, and to a rate of \$262.85 beginning on October 1, 2024. This is being done to make fixture unit rate correspond to the ERU (equivalent residential unit) rate.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This change will increase the amount that is collected for development fees for sanitary sewer from new construction. The exact amount of the additional revenue is largely dependent upon whether development stays steady, slows even further than it has since interest rates increased last year, or accelerates.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

When it became apparent late in 2022 that the cost of the new water reclamation facility (sewer plant) was going to be significantly higher than originally estimated, the City commissioned a rate study for the purpose of adjusting the rates set in the 2021 study and also to increase the wastewater (sanitary sewer) development fees. Development fees are essentially impact fees but technically are not referred to as “impact fees.” The rate study provided the new water and sewer rates which were adopted by the City Commission pursuant to Ordinance 2023-05. The study also provided an increased wastewater development fee based upon one equivalent residential unit (ERU) but did not provide a per fixture unit development fee for wastewater. This is critical because the development fees are calculated by the City’s building department based upon fixture units and not on ERU’s. This adjustment should have been included in Ordinance 2023-05.

The proposed ordinance also provides for the per fixture unit rate to further increase from \$216.02 to \$262.85 commencing on October 1, 2024 which is consistent with the increase in the per ERU rate to \$5,257.00 on that

date as provided for in Ordinance 2023-05. By way of background, the ERU rate is 20 times the fixture unit rate. Staff has extrapolated the increased fixture unit rate for wastewater by simply dividing the ERU rate provided by the rate consultant by 20.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 30-20 OF CHAPTER 30 OF THE *CODE OF ORDINANCES OF THE CITY OF DELAND* RELATING TO DEVELOPMENT / CONNECTION FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE WITH PHASED CHARGES.

WHEREAS, the City of DeLand is a vibrant City which engages in a wide array of governmental functions and the provision of high-quality utility services to its citizens and customers; and

WHEREAS, the City of DeLand is the owner and operator of the City of DeLand's water, wastewater and reclaimed water systems (collectively the "utility systems of the City"); and

WHEREAS, the City Commission of the City of DeLand has previously established the rates, fees and charges pertaining to the utility systems of the City in order to be prudent and operate as a fiscally sound local government; and

WHEREAS, pursuant to the provisions of applicable law, it is incumbent upon, and fiscally responsible for, the City Commission to set rates, fees and charges for services furnished by the utility systems of the City that are just and equitable to all classes of consumers served and properties benefited by the Utility systems of the City; and

WHEREAS, the City Commission desires to continue to maintain fair, just, equitable and appropriate rates, fees and charges and to ensure that all customers of the utility systems of the City are treated equitably and are charged appropriate rates for the use of the utility systems of the City; and

WHEREAS, the City obtained a rate study related to water and sewer rates and as part of the rate study also directed its rate consultant to adjust the one-time development fees related to sanitary sewer connections to address the costs related to the water reclamation facility (sewer plant) on which the City has recently started construction; and

WHEREAS, although the consultant provided an increased figure per equivalent residential unit (ERU), the consultant did not provide or recommend that the fixture unit fee for sanitary sewer development fees also be increased proportionately; and

WHEREAS, it is necessary to amend the fixture unit fee for sanitary sewer development fees as set forth in Section 30-20(e)(3) of the Code of Ordinances to align with the ERU fee promulgated by the rate consultant; and

WHEREAS, the City Commission finds that it is necessary, desirable and fiscally prudent for the utility systems of the City to adopt this Ordinance amending certain of the rates, fees and charges previously established; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*; and Chapter 180, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City Commission of the City of DeLand has determined that the enactment of this Ordinance is in the best interest of the citizens of the City of DeLand; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits are made without legislative scoring.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recital (whereas clause) to this Ordinance.

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

Section 2. Amendment to Section 30-20, City Code, Development Fees. The provisions of Section 30-20, "Development fees" are hereby amended by adding the underlined language and deleting the ~~striketrough language~~ as follows:

Sec. 30-20. Development fees.

(e) *Water and wastewater development fee schedule.*

- (2) Declaration of the unit rate for the water development fee computation. The development fee for each water system connector will be computed by multiplying the total number of fixture units determined for the connector to be served by a unit rate per fixture unit. ~~Effective, October 1, 2021, the customer will be required to pay~~ The unit rate per fixture unit is \$129.00 for each water system connection.
- (3) Declaration of the unit rate for the wastewater development fee computation. The development fee for each wastewater system connector will be computed by multiplying the total number of fixture units determined for the connector to be served by a unit rate per fixture unit. ~~Effective, October 1, 2021, the customer will be required to pay \$169.20 for each water system connection. The unit rate per fixture unit is \$216.02. On October 1, 2024 the unit rate per fixture will increase to \$262.85.~~

Section 3. Savings. The prior actions of the City of DeLand relating to the regulation of utility systems of the City and rates and charges relating thereto, as well as any and all related matters, are hereby ratified and affirmed.

Section 4. Implementing Administrative Actions.

(a). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

(b). Without limiting the generality of the prior Subsection of this Ordinance, the City Manager, or designee, shall implement a 90-day notification period after the enactment of this Ordinance notifying pertinent parties in such manner as deemed appropriate with regard to times when the new connection/development fee rates shall take effect.

Section 5. Conflicts. 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 Section 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 Sections 1 and 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 and to make changes to any cross-references to the provisions of this Ordinance set forth in the *Code of Ordinances of the City of DeLand*.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature. To that end, whenever a rate, fee or charge is increased to account for inflation the Code codifier shall edit the *Code of Ordinances of the City of DeLand* to ensure that the correct amount of the rate, fee or charge, or figure used in developing the correct amount of the rate, fee or charge is codified.

Section 8. Effective Date. This Ordinance shall become effective immediately upon adoption; provided, however, that the dates set forth for the implementation of charging fees, rates and charges shall be as specifically set forth as to each provision of this Ordinance.

PASSED AND DULY ADOPTED this ____ day of April, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading:

Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

ORDINANCE NO. 2023 - 05

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 30-20, SECTION 30-21, SECTION 30-22, SECTION 30-23, SECTION 30-27 AND SECTION 30-32 OF CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATING TO WATER AND SEWER/WASTEWATER RATES, CHARGES AND DEVELOPMENT / CONNECTION FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE WITH PHASED CHARGES.

WHEREAS, the City of DeLand is a vibrant City which engages in a wide array of governmental functions and the provision of high-quality utility services to its citizens and customers; and

WHEREAS, the City of DeLand is the owner and operator of the City of DeLand's water, wastewater and reclaimed water systems (collectively the "utility systems of the City"); and

WHEREAS, the City of DeLand provides utility service to approximately 23,900 potable water customers and 16,900 wastewater/sewer customers throughout the City's service area; and

WHEREAS, the City of DeLand existing water and wastewater/sewer development connection fees which were last increased in 2021; and

WHEREAS, the City of DeLand contracted with Raftelis Financial Consultants, Inc. (Raftelis) to review and update the 2021 Water, Wastewater, and Reclaimed Water Rate and Development Connection Fee Study (2021 Study) conducted by Raftelis which included recommendations to increase the fees; and

WHEREAS, however, since the completion of the 2021 Study, the City of DeLand is experiencing a significant increase in inflation to capital costs and the City desires to update the development connection fees for water and wastewater/sewer to capture these higher capital costs in order to ensure that growth continues to pay its own way and that the taxpayers of the City are not called upon to subsidize the public costs incurred as a result of development activities; and

WHEREAS, development connection fees are important sources for utilities to use to fund infrastructure costs related to growth; and

WHEREAS, on February 16, 2023 Raftelis, the City's utility rate consultant which is headquartered in Maitland, Florida, issued the "2023 Water and Wastewater Development Connection Fee Study" (2023 Study) pertaining to the water and wastewater development connection fees of the City Raftelis being a company which assists local governments and utilities

to thrive by providing management consulting expertise having just recently worked with more than 600 organizations; and

WHEREAS, the 2023 Study is based on the costs to provide infrastructure to address needs related to growth based on data specific to each service and related to the City's characteristics with the technically calculated development connection fees set forth in the 2023 Study reflecting sound and generally acceptable development fee methodologies; and

WHEREAS, the City Commission of the City of DeLand has previously established the rates, fees and charges pertaining to the utility systems of the City in order to be prudent and operate as a fiscally sound local government; and

WHEREAS, pursuant to the provisions of applicable law, it is incumbent upon, and fiscally responsible for, the City Commission to set rates, fees and charges for services furnished by the utility systems of the City that are just and equitable to all classes of consumers served and properties benefited by the Utility systems of the City; and

WHEREAS, the City Commission desires to continue to maintain fair, just, equitable and appropriate rates, fees and charges and to ensure that all customers of the utility systems of the City are treated equitably and are charged appropriate rates for the use of the utility systems of the City; and

WHEREAS, the provisions of Section 180.191, *Florida Statutes*, relates to certain limitations on rates charged to consumers located outside municipal limits and provides that "[a]ny municipality within the state operating a water or sewer utility outside of the boundaries of such municipality . . . may add a surcharge of not more than 25 percent of such rates, fees, and charges to consumers outside the boundaries" and that the "[f]ixing of such rates, fees, and charges in this manner shall not require a public hearing except as may be provided for service to consumers inside the municipality"; and

WHEREAS, the City Commission finds that it is necessary, desirable and fiscally prudent for the utility systems of the City to adopt this Ordinance amending certain of the rates, fees and charges previously established; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*; and Chapter 180, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City Commission of the City of DeLand has determined that the enactment of this Ordinance is in the best interest of the citizens of the City of DeLand; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits are made without legislative scoring.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recital (whereas clause) to this Ordinance and the City staff report relating to this Ordinance.

(b). Additionally, the City Commission adopts as legislative findings the text of the February 16, 2023 letter issued to Mr. Michael Grebosz, Assistant City Manager, by Tony Hairston, Vice President of Raftelis, and Michelle Galvin, Consultant, the subject of which is "2023 Water and Wastewater Development Connection Fee Study" together with the contents of the subject Study.

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

Section 2. Amendment to Section 30-20, City Code, Development Fees. The provisions of Section 30-20, "Development fees", are amended to read as follows:

Sec. 30-20. Development fees.

(a) *Purpose and authority.* This section establishes procedures to facilitate the orderly expansion of the municipal water and sewer system and provides a means for funding such expansion by those benefiting from the expansion through the imposition of development fees. The city has determined that certain necessary improvements will have to be undertaken in order to provide adequate water supply and sewage treatment and disposal for the influx of new residents, industrial and business establishments anticipated to occur in future years. In order to finance these necessary capital improvements, several methods of financing will be necessary, one of which is a development fee. If there is any inconsistency between the analysis stated herein and that which is stated in the 2021 Utility Rate and Development Connection Fee Study, dated August 31, 2021, pertaining to the utility systems of the city, as issued by Raftelis Financial Consultants, Inc. (Raftelis), the city's rate consultant and fiscal advisor, the analysis and statements published by Raftelis shall prevail.

(b) *Time of payment.* The development fee for new construction and when service is extended to existing dwellings, commercial or other property, shall be due and payable upon application for water or sewer service. The development fee is charged separately for water and sewer connections. In areas where only one of these services is available, the applicable fee shall be that established for the service provided. The applicable fee for the other service will become due when service is made available.

(c) *Definitions for the water and wastewater system applicable to development fees.*

(1) The water system includes two broad categories which are:

a. The "primary system," which includes the following:

1. Wells and well pumps;
2. Raw and treated water mains;
3. High service pumping facilities;

4. Storage and repumping facilities;
 5. Treatment plants; and
 6. Transmission mains.
- b. The balance of the system is defined as the "secondary system" and includes lateral lines extending from the transmission mains and providing local service to the property line of the water connectors.
- (2) The wastewater system includes two broad categories, which are:
- a. The "primary system", which includes the following:
 1. Interceptors;
 2. Master pump stations;
 3. Force mains;
 4. Treatment plants; and
 5. Effluent disposal facilities.
 - b. The balance of the system is defined as the "secondary system" and includes lateral sewers extending from the interceptors and providing local service to the property line of the wastewater connectors.
- (d) *Trust funds established; restraints on usage.* The collected development fees shall be deposited in the water and wastewater system capital improvements trust fund. The proceeds established from the deposit of development fees into the trust fund, and the interest which may accrue on the funds, may be expended only for the purposes provided herein. Expenditures from the trust fund may be used only for the purpose of expanding the primary system facilities of the DeLand water and wastewater system or for the purchase of excess water and/or wastewater system capacity in existing water and/or wastewater systems within the DeLand water and wastewater service area. If allowed by law, the proceeds of the trust fund may be used for improving, updating, or bringing the system as a whole into compliance with a change in standards, regardless of the basis on which such change has been established.

Disbursements may be made from the trust fund for the purposes specified hereinabove, and in accordance with the appropriate law, with the additional requirement that the disbursement of any funds from the trust fund shall require the written approval of the city manager and the city engineer.

The provisions of this section are declared to be severable, and the invalidity of any portion of this section shall not affect the validity of the remaining portions.

(e) *Water and wastewater development fee schedule.*

- (1) *Declaration of the fixture unit schedule for the computation of the water and wastewater development fees.* The city commission has determined that it is necessary to impose a water development fee and a wastewater development fee to new connectors to the utility systems for the privilege of using a certain portion of the existing capacity within the respective system in order to defray the costs associated with the future expansion or upgrading of the primary system facilities within the respective utility system. The water and wastewater development fees will be computed for each customer based on that

customer's estimated impact on the particular system, as calculated from installed plumbing fixtures or other water-consuming devices, and a unit rate for each fixture unit as established in subsections (e)(2) and (3) hereunder. Part A of Table 30-20(e)(1) of this chapter presents a listing of standard plumbing fixtures and associated fixture-unit values for the purpose of computing the water and wastewater development fees for all residential and standard commercial units. For the purpose of assessing for plumbing units and other water-consuming devices not listed in the aforementioned table, a peak flow rate of one fixture unit is defined to be one cubic foot, or seven and one-half gallons per minute.

In the case of other nonstandard or larger commercial or industrial customers, where the number of fixture units as established in Part A of the referenced table and installed on the premises does not fairly state and reflect that customer's impact on the utility systems, or whose impact is produced by the use of devices other than plumbing fixtures, the computation of the water development fee and the wastewater fee will be based on one of the following methods:

Water Development Fee:

Method A: The maximum number of fixture units which can be served through the water meter providing service to the establishment in question, as stated in Part B of Table 30-20(e)(1).

Method B: An equivalent family unit. A family unit is entitled to 128,000 gallons of water per year (.128 MGY) and is equivalent to 20 fixture units. A large commercial or industrial customer's fee would be based on an equivalent family unit and would be computed as follows: Determine the estimated annual water quantity, then divide by 128,000, then multiply by 20, then multiply by the water unit rate per fixture unit.

For potable irrigation where a separate new residential construction has been approved by the city a water development fee equivalent to the 20 fixture unit shall be charged. For estimated quantities not to exceed 128,000 gallons per year. For estimated quantities in excess of 128,000 development fees shall be calculated using method B above.

In determining the water development fee for large commercial or industrial customers, the city reserves the right to review and charge the customer the water development fee which is the higher of the above methods.

In determining the water development fee for large commercial or industrial customers, the city reserves the right to review and charge the customer the water development fee which is the higher of the above methods.

Wastewater development fee:

Wastewater development fee;: An equivalent family unit. A family unit is entitled to 110,000 gallons of wastewater per year (110 MGY) (with biological loading of 192 pounds per year and suspended solids loading of 234 pounds per year) and is equivalent to 20 fixture units. A large commercial or industrial customer's fee would be based on an equivalent family unit and would be computed as follows:

Method A: Determine the estimated annual wastewater quantity, then divide by 110,000 gallons, then multiply by 20, then multiply by the wastewater unit rate per fixture unit.

Method B: Determine the estimated annual biological loading (pounds per year), then divide by 192, then multiply by 20, then multiply by the wastewater unit rate per fixture unit.

Method C: Determine the estimated annual suspended solids loading (pounds per year), then divide by 234, then multiply by 20, then multiply by the wastewater unit rate per fixture unit.

In determining the wastewater development fee for large commercial or industrial customers, the city reserves the right to review and charge the customer the wastewater development fee which is the highest of the above methods.

In all of the above cases, the city may review the fee computation after 12 months of normal facility operation, and may adjust the water or wastewater development fees in an appropriate manner to reflect the user's impact on the system. If after 12 months of normal operation the annual quantities of water or wastewater used at the facility increase due to an additional shift or production modifications, or for any other reason, the city may review the fee computation and increase the development fee to match the increased quantities.

Part A:

All fixture unit weights and fixture unit values for all plumbing fixtures shall be determined in accordance with the latest edition of the Florida Building Code - Plumbing.

Part B:

For nonstandard and large commercial, or industrial customers, the city may elect, at its option, to compute the fixture unit weight based upon the peak capabilities of the water meter being used by that customer. The following table presents the maximum number of fixture units to be served by a particular water meter size and utilized in the computation of the development fees:

Meter Size (Inches)	Fixture Units
5/8—3/4	<u>20</u> 32
1	50
1½	100
2	160
3	350
4	550
6	1,500
8	2,500

- (2) Declaration of the unit rate for the water development fee computation. The development fee for each water system connector will be computed by multiplying the total number of fixture units determined for the connector to be served by a unit rate per fixture unit. Effective, October 1, 2021, the customer will be required to pay \$129.00 for each water system connection.
- (3) Declaration of the unit rate for the wastewater development fee computation. The development fee for each wastewater system connector will be computed by multiplying the total number of fixture units determined for the connector to be served by a unit rate per fixture unit. Effective, October 1, 2021, the customer will be required to pay \$169.20 for each water system connection.
- (4) Declaration of the unit rate for the water development fee computation. The development fee for each water system connector will be computed by multiplying the total number of ERUs determined for the connector to be served by a unit rate per ERU. On October 1, 2021 the customer will be required to pay \$2,580.00 for each water system connection.
- (5) Declaration of the unit rate for the wastewater development fee computation. The development fee for each wastewater system connector will be computed by multiplying the total number of ERUs determined for the connector to be served by a unit rate per ERU. On October 1, 2021, the customer will be required to pay \$3,384.00 for each wastewater system connection. On July 10, 2023, the customer will be required to pay \$4,320.50 for each wastewater system connection. On October 1, 2024, the customer will be required to pay \$5,257.00 for each wastewater system connection.
- (6) *Credit given against development fee when individuals connect who have been previously paying monthly base facility charges for utility service, although not connected to the system.*

The city will allow the application of monthly base facility charges paid for water and/or wastewater service as a credit not to exceed the total cost of the development fee assessed to the connector. In no event shall the excess amount of base facility charges paid to date, if any, be credited to any other rates, charges or fees due for services, nor shall any refunds be issued for any unused credit.

If the service in question is available to the property, as defined by Florida Statute and Florida Administrative Code, credit will be given to customer's utility account in an amount equal to the last four years of volume charges corresponding to the service in question. All base facility charges for the service in question will be credited to future development fees relating to connection for the service in question.

If the service in question is not available to the property, as defined by Florida Statute and Florida Administrative Code, credit will be given to customer's utility account in an amount equal to the last four years of base facility and volume charges corresponding to the service in question.

- (7) *Charge for development fee for water only meters for new connectors.* The following schedule of charges for development fees shall be utilized in assessing all new connectors who desire to have installed separate "water only" meters for irrigation, swimming pools and other similar uses; for purposes of this subsection, "new

connectors" shall include properties which, as of August 1, 1986, were not existing and current connectors to the water system at the location where the water-only meter is to be installed:

Water Meter Size (Inches)	"Water Only" Development Fee
$\frac{5}{8}$ — $\frac{3}{4}$	\$ 108.00
1	243.00
1½	297.00
2	378.00
3	486.00
4	621.00
6	972.00
8	1,350.00

- (8) *Provisions for delayed payment of development fees.* A single-family dwelling connector who resides in such dwelling, or any connector who is rehabilitating a single-family dwelling to bring it into compliance with city building codes, or any existing nonsingle family resident who is required to connect to the city's utility system by department of environmental regulation, department of health and rehabilitative services or county regulatory program and who can show proof of inability to finance elsewhere, is eligible to request and be granted the option of financing his water and sewer development fees. The decision to finance eligible water and sewer development fees is at the discretion of the city manager and shall be based upon demonstration of financial hardship. Administrative procedures for reviewing each request and guidelines for establishing financial hardship shall be developed by the city manager and approved by the city commission. If the option to finance water and sewer development fees is granted, the financing period shall not exceed five years for single-family residents and two years for nonsingle family residents (unless extended by specific approval of the city commission), and the fixed rate of interest shall not exceed 12 percent. Payments on such financed development fees shall be made monthly on the same basis as all other charges for utility service.
- (9) *Demolition; credit given against water and wastewater development fees for fixture units existing prior to internal renovation or demolition of structure.* A private or public service connector ("applicant"), may apply for and receive a credit against water and wastewater development fees otherwise due for fixture units existing prior to internal renovations which alter the number of fixture units, or prior to demolition of approved structures, upon satisfactory compliance with the following:
- The applicant shall, at the time of applying for a building permit for internal renovation which will alter the number of fixture units or for a demolition permit, furnish proof of existing water and/or wastewater service to the subject property

and an exact fixture count, in a manner and form satisfactory to the chief building official.

- b. Prior to internal renovation or demolition, and provided the applicant has obtained the proper building or demolition permit, the chief building official shall personally inspect or verify the number of fixture units and shall provide the applicant with a "notice of water and/or wastewater development fee credits" as provided below, stating the amount of credit to be given against water and/or wastewater development fees for the subject property.
- c. Credits against water and/or wastewater development fees shall be issued as fixture unit credits only, and shall not be paid as cash or monetary credits.
- d. Credits may be given for properties lying inside the city limits; and for properties lying outside the city limits within the area described in that certain utility service agreement by and between Volusia County, Florida and the City of DeLand, dated July 14, 1994, as amended from time-to-time, provided the applicant has obtained a building or demolition permit from Volusia County and can provide the chief building official with satisfactory evidence, as determined by the chief building official, of the number and type of fixture units at the time of internal renovation or demolition.
- e. Any and all credits issued shall be applied towards the subject parcel/lot, and can only be used for new construction on that parcel or lot or on an assemblage of property that includes that parcel or lot unless the city's utility director determines that there is a rational basis to allow the credits to be transferred to an appropriate parcel under common ownership and within a one-mile radius of the subject parcel/lot. Credits shall only be valid and available for use for a period of ten years from the date of recording of the "notice of water and/or wastewater development fee credits," as provided below.
- f. In order to be eligible to receive a credit against water and/or wastewater development fees, all municipal liens against the subject property must be satisfied.
- g. The chief building official shall maintain a written record of properties (by legal description) for which credits have been issued, along with copies of the building or demolition permits and amount of credit for water and/or wastewater development fees. The chief building official shall supply the city manager with a copy of his "notice of water and/or wastewater development fee credits" granting the water and/or wastewater development fee credit and the transfer to an appropriate parcel and the release of credits for the pertinent parcel or parcels if allowed by the city. In addition, the chief building official shall cause such notice to be recorded in the public records of Volusia County, Florida. The cost of such recording shall be borne by the applicant.
- h. Any applicant who wishes to appeal a decision of the chief building official under this section may make such appeal to the city commission by first requesting such appeal in writing to the city commission. However, the city commission shall only give credits to applicants who have complied with the time limitations set forth in this section and who have provided proof by clear and convincing evidence of such

renovation or demolition and of the type and number of fixture units existing on the property at the time of such renovation or demolition.

(f) *Development fees; disposition, review.*

- (1) *Disposition of water and wastewater development fees.* The water and wastewater development fees collected from new customers shall be deposited in the water and wastewater system capital improvements trust fund.
- (2) *Review of water and wastewater development fees.* In that the total amount of the water development fees and the wastewater development fee depends on a number of factors including, but not limited to the growth in customers within the service area, the cost of system improvements required to serve these customers, and other environmental and economic considerations affecting the type of improvements to be made, the amount and distribution of these fees will be reevaluated on an annual basis by the city and presented in a report with recommendations regarding these fees for review by the city commission.

(g) *Water conservation incentives for the installation of high efficiency fixtures.*

- (1) Rebates of a fixed dollar amount of impact fee credit or a rebate in the form of a water bill credit or direct payment will be provided to existing residential and nonresidential customers provided that the fixtures, fittings or appliances are installed and meet the requirements of the EPA WaterSense Program or UNAR Guidelines, included in the following Table:

Plumbing Fixture or Fixture Fitting	Maximum Flow Rate	Impact Fee Credit/ Water Bill Credit
Rain barrel	Minimum capacity 50 gallons US	\$20.00
Lavatory private	1.0 gpm at 60 psi	20.00
Lavatory, public, metered	.25 gallons per metering cycle	50.00
Lavatory, public, nonmetered	.5 gpm at 60 psi	25.00
Shower head	1.5 gpm at 80 psi	20.00
Sink faucet	1.0 gpm at 60 psi	20.00
Water closet, high efficiency	1.28 gallons per flushing cycle	50.00
Water closet, high efficiency (dual flush)	1.28/0.8 gallons per flushing cycle	100.00
Urinal	Waterless or .5 gallons per flushing cycle	100.00

Dishwasher, residential	6.5 gallons per cycle or less (Energy Star/Water Sense Certified)	50.00
Dishwasher, commercial	Less than 1.2 gallons per rack for fill and dump machines and less than .9 gallons per rack for all other types of machines	100.00
Under counter machines	1.0 gallon or less per rack for high temperature machines and 1.7 gallons per rack for low temperature machines	100.00
Washing machine	Water factor* of 8 or lower (Energy Star/Water Sense Certified)	100.00

* Gallons per cycle per cubic foot

- (2) The maximum amount of any rebate or water impact fee credit per premise would be \$250.00.
- (3) ~~The program is available on a first come first serve basis up to a maximum of \$25,000.00.~~
- (4) The city commission may extend or discontinue this incentive program at any time.

Section 3. Amendment to Section 30-21, City Code, Physical Connection Charges.
The provisions of Section 30-22, "Physical connection charges", are amended to read as follows:

Sec. 30-21. Physical connection charges.

- (a) *Water service.* The city will install connection facilities for water service from an existing, adjacent water main including the pipe from the water main to the property line of the adjacent property, fittings and other materials related to the normal connection, and a water meter, whenever the applicant shall have paid therefor the required deposit for the water service, the applicable development fee and a water service physical connection charge based upon the following schedule:

- (1) *Water service connection charge to existing service line.* A flat fee of \$485.00 shall be charged for water connections in which a water service line to the property boundary already exists. This flat fee shall only apply to three-fourths-inch residential meters installed at residences served with potable water for irrigation. This charge shall be increased to \$590.00 if the residence is served with reclaimed water or nonpotable irrigation water and a combination meter/backflow preventer is required by the director of utilities.

- (2) *Water service connection charge for city-installed service line.*

Water Meter Size (Inches)	Charge
5/8 x 3/4 meter (radio read)	\$485.00
5/8 x 3/4 meter with double check Meter with double check (Radio Read)	590.00 <u>\$695.00</u>
1 (radio read) Meter (Radio Read)	575.00 <u>\$650.00</u>

1 DC Meter (Radio Read)	\$850.00
1½ (radio read) Meter (Radio Read)	760.00 \$960.00
2 (radio read) Meter (Radio Read)	875.00 \$1,075.00
3	Actual cost or developer to install
4	Actual cost or developer to install
6	Actual cost or developer to install
Greater than 6	Actual cost or developer to install

Connection charges for all meters over six inches will be determined by the director of utilities based on the recovery of cost for such connection. Charges also may be increased for any size meter if large road cuts, line extensions, hot taps, special permits, unusual restoration or other factors are determined by the director of utilities to be needed to recover costs.

- (b) *Sewer service.* The city will install connection facilities for sewer service from an existing, adjacent sewer main including the pipe from the sewer main to the property line of the adjacent property, together with fittings and other materials related to a normal connection, whenever the applicant shall have paid therefor the required deposit for the sewer service, the applicable development fee and a sewer service physical connection charge based upon the following schedule:
- (1) *Sewer service connection charge to existing lateral.* A flat fee of \$230.00 shall be charged for sewer connections in which a sewer lateral to the property line already exists.
 - (2) Charges above for city-installed sewer laterals may be increased to cover the city's cost of materials and labor or subcontract services to install laterals more than 25 feet in length, restore pavement, obtain special permits, core structures or other work determined to be necessary by the utility director.
 - (3) *Sewer lateral extension.* A fee of \$830.00 shall be charged for sewer lateral extension.
 - (4) A fee of \$35.00 shall be charged for sewer service lateral location with meter installation. A fee of \$85.00 shall be charged for sewer service lateral location independent of meter installation.

Section 4. Amendment to Section 30-22, City Code, Monthly Water Rates. The provisions of Section 30-22, "Monthly water rates", of the *Code of Ordinances of the City of DeLand, Florida*, are amended to read as follows:

Sec. 30-22. Monthly water rates.

For service to each connection provided, the water rate shall consist of an account maintenance fee, a water volume charge, and a water base facility charge, billed and payable monthly as established by the policies and procedures of the city.

- (a) *Metering requirements.* No water service shall be furnished to any connection unless such service connection is metered, except for service connections to fire hydrants provided by the city. The city manager, or designee, is authorized to specify and have installed the properly sized water meter for any facility based on the average peak water demand estimated for that facility.

- (b) *Account maintenance fee.* A monthly account maintenance fee, as established by the policies and procedures of the city, shall be assessed against each account provided. However, only one account maintenance fee shall be assessed, regardless of whether the customer receives water service, wastewater service, stormwater service, reclaimed water service or any combination thereof.
- (c) *Volume charge.* The water volume charge shall be assessed according to "water conservation blocks" (gallons per month) with flow amounts established pursuant to the following charts. The water volume charge shall be assessed at the rate described below in Block 1 for flows within the amount set forth in that flow designation. Flows that exceed the maximum flow in Block 1 will be billed at a rate described below in Block 2. Flows that exceed the maximum flow in Block 2 will be billed at a rate described below in Block 3.

Chart A: Usage Blocks by Meter Size

Meter Sizes	American Water Works Association Equivalency	Block 1	Block 2	Block 3	Block 4
<i>Residential, all</i>	1.00	up to 5,000	5,001 to 10,000	10,001 to 15,000	Above 15,000
<i>Multifamily per unit</i>	0.70	up to 4,000	4,001 to 8,000	8,001 to 12,000	Above 12,000
<i>Commercial (meter size)</i>					
¾"	1.00	up to 5,000	5,001 to 10,000	10,001 to 15,000	Above 15,000
1.0"	2.50	up to 13,000	13,001 to 25,000	25,001 to 38,000	Above 38,000
1.5"	5.00	up to 25,000	25,001 to 50,000	50,001 to 75,000	Above 75,000
2.0"	8.00	up to 40,000	40,001 to 80,000	80,001 to 120,000	Above 120,000
3.0"	16.00	up to 80,000	80,001 to 160,000	160,001 to 240,000	Above 240,000
4.0"	25.00	up to 125,000	125,001 to 250,000	250,001 to 375,000	Above 375,000
6.0"	50.00	up to 250,000	250,001 to 500,000	500,001 to 750,000	Above 750,000
8.0"	80.00	up to 400,000	400,001 to 800,000	800,001 to 1,200,000	Above 1,200,000
10.0"	115.00	up to 575,000	575,001 to 1,150,000	1,150,001 to 1,725,000	Above 1,725,000
<i>Irrigation (meter size)</i>					
¾"	1.00	up to 4,000	4,001 to 8,000	8,001 to 12,000	Above 12,000

1.0"	2.50	up to 10,000	10,001 to 20,000	20,001 to 30,000	Above 30,000
1.5"	5.00	up to 20,000	20,001 to 40,000	40,001 to 60,000	Above 60,000
2.0"	8.00	up to 32,000	32,001 to 64,000	64,001 to 96,000	Above 96,000
3.0"	16.00	up to 64,000	64,001 to 128,000	128,001 to 192,000	Above 192,000
4.0"	25.00	up to 100,000	100,001 to 200,000	200,001 to 300,000	Above 300,000
6.0"	50.00	up to 200,000	200,001 to 400,000	400,001 to 600,000	Above 600,000
8.0"	80.00	up to 320,000	320,001 to 640,000	640,001 to 960,000	Above 960,000
10.0"	115.00	up to 460,000	460,001 to 920,000	920,001 to 1,380,000	Above 1,380,000

- (d) *Base facility charge.* Base facility charges shall commence from the date of initial connection and shall continue to accrue unabated thereafter, regardless of the actual use or occupancy of the property served or whether the meter has been disconnected. Service is available to property when connected and that availability causes impacts to the city's utility systems while also providing benefits to the property such as, by way of example only and not a limitation, for flow to the property. Following demolition of all structures on a parcel and confirmation of such by the building department, water base facility charges will cease until a new structure is built.

- (e) *Monthly water rates.*

	Fiscal Year					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Account maintenance fee per bill	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99
¾" double check backflow charge	\$3.97	\$3.97	\$3.97	\$3.97 \$4.15	\$3.97 \$4.34	\$3.97 \$4.54
1" double check backflow	\$4.42	\$4.42	\$4.42	\$4.42 \$4.62	\$4.42 \$4.83	\$4.42 \$5.05
¾" reduced pressure backflow	\$8.84	\$8.84	\$8.84	\$8.84 \$9.24	\$8.84 \$9.66	\$8.84 \$10.09
1" reduced pressure backflow	\$9.94	\$9.94	\$9.94	\$9.94 \$10.39	\$9.94 \$10.86	\$9.94 \$11.35

1½" reduced pressure backflow	\$14.36	\$14.36	\$14.36	\$14.36 <u>\$15.01</u>	\$14.36 <u>\$15.69</u>	\$14.36 <u>\$16.40</u>
2" reduced pressure backflow	\$22.09	\$22.09	\$22.09	\$22.09 <u>\$23.08</u>	\$22.09 <u>\$24.12</u>	\$22.09 <u>\$25.21</u>
Meter maintenance fee	\$3.97	\$3.97	\$3.97	\$3.97 <u>\$4.15</u>	\$3.97 <u>\$4.34</u>	\$3.97 <u>\$4.54</u>
Base facility charge:						
<i>Single-family (per account)</i>	\$7.96	\$8.32	\$8.69	\$9.08	\$9.49	\$9.92
<i>Multifamily (per dwelling unit)</i>	\$5.58	\$5.83	\$6.09	\$6.36	\$6.65	\$6.95
<i>Commercial (per account)</i>						
¾" meter	\$7.96	\$8.32	\$8.69	\$9.08	\$9.49	\$9.92
1" meter	\$19.92	\$20.82	\$21.76	\$22.74	\$23.76	\$24.83
1 ½" meter	\$39.82	\$41.61	\$43.48	\$45.44	\$47.48	\$49.62
2" meter	\$63.72	\$66.59	\$69.59	\$72.72	\$75.99	\$79.41
3" meter	\$127.45	\$133.19	\$139.18	\$145.44	\$151.98	\$158.82
4" meter	\$199.14	\$208.10	\$217.46	\$227.25	\$237.48	\$248.17
6" meter	\$398.27	\$416.19	\$434.92	\$454.49	\$474.94	\$496.31
8" meter	\$637.23	\$665.91	\$695.88	\$727.19	\$759.91	\$794.11
10" meter	\$915.40	\$956.59	\$999.64	\$1,044.62	\$1,091.63	\$1,140.75
<i>Irrigation (per account)</i>						
¾" meter	\$7.96	\$8.32	\$8.69	\$9.08	\$9.49	\$9.92
1" meter	\$19.92	\$20.82	\$21.76	\$22.74	\$23.76	\$24.83
1½" meter	\$39.82	\$41.61	\$43.48	\$45.44	\$47.48	\$49.62
2" meter	\$63.72	\$66.59	\$69.59	\$72.72	\$75.99	\$79.41
3" meter	\$127.45	\$133.19	\$139.18	\$145.44	\$151.98	\$158.82
4" meter	\$199.14	\$208.10	\$217.46	\$227.25	\$237.48	\$248.17
6" meter	\$398.27	\$416.19	\$434.92	\$454.49	\$474.94	\$496.31
8" meter	\$637.23	\$665.91	\$695.88	\$727.19	\$759.91	\$794.11
10" meter	\$915.40	\$956.59	\$999.64	\$1,044.62	\$1,091.63	\$1,140.75
Gallage Charges: Volume charges (per 1,000 gallons)						
<i>Residential, multifamily and commercial</i>						
Block 1	\$2.30	\$2.40	\$2.51	\$2.62	\$2.74	\$2.86
Block 2	\$3.80	\$3.97	\$4.15	\$4.34	\$4.54	\$4.74
Block 3	\$6.00	\$6.27	\$6.55	\$6.84	\$7.15	\$7.47
Block 4	\$7.14	\$7.46	\$7.80	\$8.15	\$8.52	\$8.90
<i>Irrigation</i>						
Block 1	\$3.80	\$3.97	\$4.15	\$4.34	\$4.54	\$4.74
Block 2	\$6.00	\$6.27	\$6.55	\$6.84	\$7.15	\$7.47
Block 3	\$7.14	\$7.46	\$7.80	\$8.15	\$8.52	\$8.90

Block 4	\$10.44	\$10.91	\$11.40	\$11.91	\$12.45	\$13.01
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- (f) *Combined account.* In order to comply with the requirements of the St. Johns Water Management District to conserve water, the city requires all accounts to be individually metered, providing customers with the ability to monitor their consumption and the cost ramifications for overuse.

For accounts existing prior to August 1, 1999, the combined water volume charge, account maintenance fee and water base facility charge for single-metered multiple dwelling, commercial or industrial complexes may be paid by the owner, association or other owner-authorized agent of the complex.

Distribution of these charges among the occupants of the individual units will be left to the discretion of the owner, association or other owner-authorized agent.

Accounts established after August 1, 1999 shall be individually metered. For certain building in which individual meters are deemed to be impractical, the city engineer may, upon review of the proposed metering plans, allow a single meter to be installed or may allow several meters to serve multiple residences or businesses. Such approval shall only be given upon demonstration that individual metering is impractical due to space limitations or technical difficulties in piping and installing individual meters. Appeal of the city engineer's decision may be made in writing, within ten calendar days of the decision, to the city manager whose decision may be appealed in writing to the city commission within ten calendar days of the decision.

- (g) *Water rate adjustments.* Beginning October 1, 2026, and on or before October 1 of each subsequent year reclaimed water rates shall, in addition to any other increases, be increased to account for inflation. The increase shall be based on the latest available publication promulgated by the U.S. Department of Labor to determine the average annual change in the cost-of-living index (all urban consumers) for the 12 months immediately preceding that date for which data is available.
- (h) *Water backflow testing surcharge.* A monthly charge as shown in the table in subsection 30-22(e) shall be assessed for each residential potable water account when reclaimed water or nonpotable water is used for irrigation. Fees collected will be used to periodically test the city installed backflow device installed on the potable water connection to the residence.
- (i) *Leakage adjustment.* When there is a leak in the water line outside the building, the customer can request a credit for water and sewer volume charges only. A maximum leak credit, if applicable, of two months can be provided on an account once in any 12-month period based on the average consumption for the previous six months. The leak credit can be provided once the customer has provided documentation of a current repair and the city has verified that the leak has been repaired. No credit will be given for leaks inside the building or for any leaks that have not been repaired.

Section 5. Amendment to Section 30-23, City Code, Monthly Sewer Rates. The provisions of Section 30-23, "Monthly sewer rates", of the Code of Ordinances of the City of DeLand, Florida, are amended to read as follows:

Sec. 30-23. Monthly sewer rates.

For service to each connection provided, the sewer rate shall consist of an account maintenance fee, a sewer volume charge, and a sewer base facility charge, billed and payable monthly as established by the policies and procedures of the city.

- (a) *Metering requirements.* If a sewer customer is using a primary water source other than the municipal water system, said customer shall have the city install, at their expense, a water meter and associated facilities of the size defined by the director of utilities for the purpose of metering the water used from the private source to be utilized in the computation of the sewer volume charge. A monthly charge as shown in the table in subsection 30-22(e) will be assessed to recoup the cost of future maintenance and replacement of the meter.
- (b) *Account maintenance fee.* A monthly account maintenance fee, as established by the policies and procedures of the city, shall be assessed against each account provided. However, only one account maintenance fee shall be assessed, regardless of whether the customer receives water service, wastewater service, stormwater service, reclaimed water service or any combination thereof.
- (c) *Base facility charge.* Sewer base facility charges shall commence from the date of initial connection and shall continue to accrue unabated thereafter, regardless of the actual use or occupancy of the property served or whether the meter is disconnected. Following demolition of all structures on a parcel and confirmation of such by the building department, sewer base facility charges will cease until a new structure is built.
- (d) *Monthly sewer rates:*

	Fiscal Year					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Base Facility Charge:						
Single-family (per account)	\$24.41	\$24.78	\$25.15	\$25.53 \$26.16	\$25.91 \$27.21	\$26.30 \$28.30
Multifamily (per dwelling unit)	\$17.09	\$17.35	\$17.61	\$17.87 \$18.31	\$18.14 \$19.04	\$18.41 \$19.80
Commercial (per account):						
¾ meter	\$24.41	\$24.78	\$25.15	\$25.53 \$26.16	\$25.91 \$27.21	\$26.30 \$28.30
1.0" meter	\$61.03	\$61.95	\$62.88	\$63.82 \$65.40	\$64.78 \$68.02	\$65.75 \$70.74
1.5" meter	\$122.05	\$123.88	\$125.74	\$127.63 \$130.77	\$129.54 \$136.00	\$131.48 \$141.44
2.0" meter	\$195.28	\$198.21	\$201.18	\$204.20 \$209.23	\$207.26 \$217.60	\$210.37 \$226.30

3.0" meter	\$390.56	\$396.42	\$402.37	\$408.41 \$418.46	\$414.54 \$435.20	\$420.76 \$452.61
4.0" meter	\$610.25	\$619.40	\$628.69	\$638.12 \$653.84	\$647.69 \$679.99	\$657.41 \$707.19
6.0" meter	\$1,220.50	\$1,238.81	\$1,257.39	\$1,276.25 \$1,307.69	\$1,295.39 \$1,360.00	\$1,314.82 \$1,414.40
8.0" meter	\$1,952.80	\$1,982.09	\$2,011.82	\$2,042.00 \$2,092.29	\$2,072.63 \$2,175.98	\$2,103.72 \$2,263.02
10.0" meter	\$2,807.15	\$2,849.26	\$2,892.00	\$2,935.38 \$3,007.68	\$2,979.41 \$3,127.99	\$3,024.10 \$3,253.11
Gallonge charges:						
Volume charges (per 1,000 gallons)						
Residential (capped at 10,000 gallons)	\$4.83	\$4.90	\$4.97	\$5.04 \$5.17	\$5.12 \$5.38	\$5.20 \$5.60
Multifamily (per dwelling unit):						
Capped at 7,000 gallons	\$4.83	\$4.90	\$4.97	\$5.04 \$5.17	\$5.12 \$5.38	\$5.20 \$5.60
Commercial (all usage)	\$4.83	\$4.90	\$4.97	\$5.04 \$5.17	\$5.12 \$5.38	\$5.20 \$5.60

- (e) *Combined account.* The combined sewer volume charge, account maintenance fee and sewer base facility charge for single metered multiple dwelling, commercial or industrial complexes shall be paid by the owner, association or other owner-authorized agent of the complex as established by the policies and procedures of the city. Distribution of these charges among the occupants of the individual units will be left to the discretion of the owner, association or other owner-authorized agent.
- (f) *Consumer credits available upon application.* Sanitary sewer customers may apply for the credits set forth below. The final discretion to make such adjustments shall be vested in the city staff member designated by the city manager from time to time.
- (1) A customer may apply for a credit on the sewer portion of a utility bill for filling a swimming pool for a necessary purpose. The customer must provide a bona fide letter from a swimming pool company proving how much water was necessary and used to fill the swimming pool.
 - (2) A customer may apply for a one-time credit on the sewer portion of a utility bill if the customer proves that a water hose was accidentally left running, or a water faucet was accidentally left running. The customer must provide proof of the accidental act causing the flow and that all reasonable steps were taken to prevent the accident and mitigate its effect.
 - (3) A customer may apply for a one-time credit for each 12 months on the sewer portion of a utility bill if the customer proves that flow occurred due to a toilet leak, washing machine leak, or similar occurrence. The customer must provide proof of the inadvertent

action causing the flow and that all reasonable steps were taken to prevent the accident and mitigate its effect.

- (4) The city manager, or designee, shall make the adjudications set forth in this section.

Section 6. Amendment to Section 30-27, City Code, Miscellaneous Rates, Charges And Fees. The provisions of Section 30-27, "Miscellaneous rates, charges and fees", of *the Code of Ordinances of the City of DeLand, Florida*, are amended to read as follows:

Sec. 30-27. Miscellaneous rates, charges and fees.

- (a) *Rates for bulk water sales.* Any person buying water in bulk from the city shall pay to the city the existing volume rate in place at that time, plus a billing fee of \$10.00 per purchase of water in bulk.

- (b) *Temporary and construction water service.* All temporary water service shall be metered using meter facilities provided by the City of DeLand unless exempted in writing by the utility director. No connection shall be made to city hydrants, water service connections or taps unless suitable backflow prevention devices are installed and maintained by the user.

- (1) *Meter assembly deposit.* Customers desiring temporary water service shall apply for such service and pay a deposit for temporary meters as follows:

¾" \$100.00

1" 200.00

2" (hydrant meter/backflow assembly) ~~2,000.00~~ \$2,500.00

Deposits shall be refunded upon return of the meter/backflow assembly. An amount necessary to recover costs for repair or loss of equipment may be deducted from this deposit.

- (2) Hydrant meter/backflow assemblies shall be issued, used and returned in accordance with the policies and procedures established by the utility director. No modifications of the meter/backflow assemblies shall be made without the written consent of the utility director.
- (3) The customer shall notify the city as to the location at which the hydrant meter will be used. Meters shall not be relocated without the approval of the city. Meters relocated without prior authorization may be removed by the city and the temporary water account closed.
- (4) The customer is responsible for submitting the hydrant meter reading (usage) for each month by the fifth day of the following month, or if the fifth day is a weekend or holiday, then on the next business day, to the city representative at which time the account will be billed for water used plus a \$10.00 monthly processing fee. Water use charges will not be deducted from the deposit. Deposits shall be refunded in full provided the meter is returned in original condition, there are not missing parts and all charges for water used have been paid in full.
- (5) Temporary/construction meters shall not be used for water service to a completed building or business for a period exceeding 90 days.

- (6) *Temporary meters.* Temporary meters shall be read monthly and billed to the account of record. Temporary water volume charge shall be at the highest block rate established for residential or commercial accounts.
- (7). Temporary/construction water that is non-metered, shall be charged a onetime fee of \$300.00 to cover the cost of unmetered water used by the home builder for the construction of a residential home prior to final close out and setting up a final permeant meter.
- (8) *Excess water use prohibited.* The utility director may, at his discretion, prohibit excessive use of temporary water if deemed to be wasteful or excessive. This shall include excessive use for irrigation or compaction, particularly during drought periods. The utility director may, upon determination of excessive water use, order such use halted and, if necessary, terminate temporary water service.
- (9) (8) All temporary water connections shall be subject to the watering restrictions of the St. Johns River Water Management District, the County of Volusia and the City of DeLand, whichever is most stringent.
- (c) *Meter calibration.* The results of a meter calibration test shall be used to determine if a meter is functioning accurately. Based on the results of the calibration test, any meter functioning within a plus or minus three percent tolerance shall be considered to be functioning accurately. Any meter functioning outside of a plus or minus three percent tolerance shall be considered to be malfunctioning and shall be replaced and consumption shall be adjusted to historical average for the account. The historical average will be determined by calculating the average monthly consumption for the 12-month period preceding the month in which the monthly average changed in a statistically significant amount, which change will be presumed to be due to the malfunction. If the meter is determined to be functioning accurately, the customer shall be billed a \$55.00 calibration charge. If the meter is determined to be inaccurate, the customer will not be charged a calibration charge.
- (d) *Fire hydrant charge.* The city shall pay into the water revenue account, from the general funds of the city, a sum of \$25.00 per hydrant per year. Volusia County and other authorized users of fire hydrants which are outside the city limits shall pay the city a sum of \$100.00 per hydrant per year.
- (e) *Walk-through reconnection.* Potential owners and realtors may request that water service be reconnected for the purpose of an inspection as part of the due diligence related to title transfer shall pay a walk-through fee of \$50.00. If the potential owner of the property is making the request, a copy of the contract for sale must be presented. If a realtor or other representative of the owner is making the request, a copy of the contract for sale and a copy of the real estate contract or other written evidence that the party is acting as an agent for the owner must be presented. Requests for walk-through reconnection must be made and paid for at least one day in advance. Service will be reconnected between the opening of city business and 9:00 a.m. on the date scheduled for a maximum of 24 hours. Should the end of the scheduled period fall during a weekend or over a holiday, service will be disconnected prior to the close of business on the date originally reconnected. Requests for same day walk-through reconnection will result in an additional \$25.00 charge. If the reconnection must be rescheduled, the city must be contacted prior to city personnel being dispatched to the property for the reconnection. If reconnection has already been made, an additional walk-

through reconnection fee will be charged for the reschedule date and must be paid prior to the reconnection. Walk-through reconnections are made with the understanding that minimal water should be used and only for inspection purposes. Walk-through reconnections are not permitted when requested directly by the owner without payment in full of the entire balance owed.

- (f) *Backflow device installation charges.* Customers desiring the city to install backflow preventer device shall be as follows:

¾" reduced pressure backflow	\$425.00	<u>\$500.00</u>
1" double check backflow device	450.00	<u>\$525.00</u>
1" reduced pressure backflow	500.00	<u>\$575.00</u>
1½" reduced pressure backflow	800.00	<u>\$875.00</u>
2" reduced pressure backflow	850.00	<u>\$975.00</u>

Additional charges for unusual installation involving concrete removal and replacement or other unusual construction would be billed at city's actual cost for material and labor.

- (g) A one-time meter upgrade fee of \$300.00 shall be charged when a residential customer wishes to replace their privately owned backflow preventer and standard three-fourths inch city meter with a city owned three-fourths inch double check combination meter. An additional monthly fee will be applied to the customer's water bill for the annual testing and maintenance of the backflow device as referenced in section 30-22. The customer will be responsible for removal of the RPZ backflow device, if desired.

Section 7. Amendment to Section 30-32, *City Code*, Reclaimed Water Connection Charges. The provisions of Section 30-32, "Reclaimed water connection charges", of the *Code of Ordinances of the City of DeLand, Florida*, are amended to read as follows:

Sec. 30-32. Reclaimed water connection charges.

- (a) *Reclaimed water service.* The city will install connection facilities for reclaimed water service from an existing, adjacent reclaimed water main including the pipe from the water main to the property line to the adjacent property, fittings and other materials relating to the normal connection, and a water meter, whenever the applicants shall have paid their full required deposit for the reclaimed water service and a reclaimed water service physical connection charge based on the following schedule:

Reclaimed Water Meter Size (inches)	Charge
¾	\$ 485.00
1	575.00 <u>\$650.00</u>
1½	760.00 <u>\$850.00</u>
2	875.00 <u>\$1,075.00</u>
3	Actual cost or developer to install

4	Actual cost or developer to install
6	Actual cost or developer to install
Greater than 6	Actual cost or developer to install

- (b) *[Connection charges.]* Connection charges for all meters over six inches will be determined by the director of utilities based on recovery of costs for such connection. Charges above may be increased for any meter size if large road cuts, line extension, hot taps, special permits, unusual restoration or other factors are determined by the director of utilities to be needed for the city of recover costs.
- (c) *Initial deposit required.* The initial deposit for providing reclaimed water (pressurized) for retail shall be \$60.00. No deposit will be required for bulk services.

Section 8. Savings. The prior actions of the City of DeLand relating to the regulation of utility systems of the City and rates and charges relating thereto, as well as any and all related matters, are hereby ratified and affirmed.

Section 9. Implementing Administrative Actions.

(a). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

(b). Without limiting the generality of the prior Subsection of this Ordinance, the City Manager, or designee, shall implement a 90-day notification period after the enactment of this Ordinance notifying pertinent parties in such manner as deemed appropriate with regard to times when the new connection/development fee rates shall take effect.

Section 10. Conflicts. All ordinances or parts of ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 11. 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 12. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Sections 1, 2, 3, 4, 5, 6 and 7 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 Sections 8 through 13 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 and to make changes to any cross-references to the provisions of this Ordinance set forth in the *Code of Ordinances of the City of DeLand*.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature. To that end, whenever a rate, fee or charge is increased to account for inflation the Code codifier shall edit the *Code of Ordinances of the City of DeLand* to ensure that the correct amount of the rate, fee or charge, or figure used in developing the correct amount of the rate, fee or charge is codified.

Section 13. Effective Date. This Ordinance shall become effective immediately upon adoption; provided, however, that the dates set forth for the implementation of charging fees, rates and charges shall be as specifically set forth as to each provision of this Ordinance.

PASSED AND DULY ADOPTED this 3rd day of April, 2023.



Christopher M. Cloudman
Mayor - Commissioner

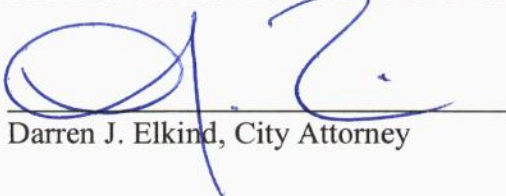


Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: March 20, 2023.

Adopted on second reading: April 03, 2023.

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Resolution Approving the Removal of One Historic Tree Located at 1101 South Amelia Avenue.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Arborist Inspector Powerpoint Including Location Map, March Tree Advisory Committee Minutes

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand Utility Department has requested permission to remove one historic tree located at the Wiley M. Nash WRF Expansion Project at 1101 S. Amelia Ave.. The Land Development Regulations require that, before the removal of any historic tree 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 52” DBH historic Live Oak in GOOD condition.

At their March 12, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 52” DBH Live Oak tree due to it not being economically or practically feasible to develop the site without removing the tree.

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 in height.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the city’s urban canopy coverage.

FISCAL IMPACT:

The cost of the tree removal and replacement trees for the required 52” DBH replacement will require a change order to the Wiley M. Nash WRF Expansion Project.

RECOMMENDATION:

At their March 12, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 52” DBH Live Oak tree located at 1101 S. Amelia Avenue due to the fact that it would not be economically

or practically feasible to develop the site without removing the tree. 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 seventeen feet in height.

Staff recommends that the City Commission APPROVE the removal of the 52” DBH historic tree with the requirement that the applicant replace the tree with trees of a minimum of six-inch caliper and seventeen feet height such that 52 total inches DBH of replacement trees are provided.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspectors PowerPoint including a location map. The Minutes from the March 12, 2024 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF AN HISTORIC TREE LOCATED AT 1101
SOUTH AMELIA AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, City of DeLand Utility Department, is requesting permission to remove a historic tree located at the Wiley M. Nash WRF Expansion Project at 1101 S. Amelia Avenue; and

WHEREAS, the City's Forester has determined that the tree is historic and in good condition; and

WHEREAS, on March 12, 2024, the Tree Advisory Committee recommended approval for the removal of the historic tree based on the finding that it would not be economically or practically feasible to develop the project without removing the tree; and

WHEREAS, the Applicant has determined that the tree cannot be preserved; and

WHEREAS, on March 12, 2024, the Tree Advisory Committee 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.

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

Section 1. The City Commission hereby approves the request for removal of an historic tree located at located at 1101 South Amelia Avenue (Wiley M. Nash WRF Expansion Project) with a replacement requirement of one hundred percent DBH.

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

PASSED AND ADOPTED this 1st day of April, 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 Wiley M Nash WRF Expansion & Upgrades

Parcel # 702100000170

Located at 1101 S Amelia Ave in the Former Location of the City Nursery

52"DBH Live Oak

Tree24-005

Project Location Map



Locations for Necessary Utility Pipe/Structures















Tree Advisory Committee Minutes

March 12, 2024

Call to Order: Steve Edgar called the meeting to order at 5:25 pm.

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Dana Venrick, Suze Peace
 City Staff: Kit Dennis, Chris Jackson, and Corrigan Loduha

Approval of the Minutes of the Previous Meeting: Howard motioned to approve the minutes of the previous meeting. Suze Peace seconded the motion. The motion carried.

Old Business:

City Nursery: Kit Dennis shared that the temporary nursery continues to shape up well. They have received the trees for the new City welcome signs and 10 Live Oaks to be used as replacement trees in various areas.

Shaded Streets Update/Adopt-a-Tree: There were no updates at this time.

Historic Tree Removal at Sperling Complex: Committee's recommendations were approved by commission.

Historic Tree Replacement at 614 N Cherokee Ave: Kit Dennis and Chris Jackson reported that the committee's replacement recommendation minimum had been reached. The homeowner has planted a six-inch caliper Live Oak in the front yard of the home and paid out remainder of replacement into the City's Tree Replacement Reserve Account.

New Business:

Historic Tree Removal at the WWTP Site: The City is requesting to remove a 52" DBH Live Oak that was previously designated to be preserved throughout the WWTP expansion project. A representative for Wharton Smith attended to field members' questions regarding project plans. Kit Dennis explained the area that needs to be excavated in order to install the piping to the "Degrit/Splitter Structure" will disrupt all roots on the east side of the tree. That would most likely result in the tree's decline and eventual death. Chris Jackson presented the Arborist Inspector's Power Point and location map to the committee. Following some discussion as to replacement, Dana Venrick made a motion to approve the tree's removal with the Code required 100% DBH replacement requirement. Howard Jeffries seconded, and all were in favor.

Comments from Members: Steve Edgar voiced some misgivings regarding the long-term enforcement of tree replacement requirements and their continued maintenance after an agreed upon requirement is met. Chris Jackson maintained that while there are actions made by City Arborist Inspector and by Code Enforcement Officers to follow up on when and how replacement requirements are met, the sheer volume of cases to govern presents challenges. Steve Edgar plans to write to the City Commission requesting further attention to this issue. He made clear to members that it is the compliance to these requirements by large entities and companies he is most concerned with.

Dana Venrick wished to remind members that the annual Wildflower Festival takes place on Saturday, March 23rd, where he will be leading a talk about fertilization. Howard Jeffries will be a speaker at the event as well, with instruction on improving soil.

Adjourn: The meeting was adjourned at 5:50 pm.

Next Meeting: April 9, 2024

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Resolution Approving Revised Planning Division Fees.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Resolution, Exhibit A-Planning Fees 2024 clean, Planning Fees 2024 redlined

APPROVED BY: Michael Pleus, City Manager, March 26, 2024

SUMMARY/HIGHLIGHT:

Planning Division related applications and administrative fees were last updated in January 2021. The Planning Division has implemented an updated process to improve the public notice posting of properties subject to Planning Board, Historic Preservation Board and City Commission consideration. The proposed updated fees reflect city costs associated with this enhanced process. Other planning fees have been amended which were either omitted in the 2021 update or are no longer relevant.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

NA

FISCAL IMPACT:

Adoption of the revised fee schedule will allow the city to recoup expenditures associated with advertising for planning-related public hearings.

RECOMMENDATION:

It is recommended that the City Commission approve the resolution.

BACKGROUND/DISCUSSION:

Planning Division applications that require Historic Preservation Board, Planning Board and/or City Commission consideration are required to be publicly noticed by mail, newspaper and posting of the property, depending upon the nature of the application. The City Commission has adopted a fee schedule that attempts to recapture a portion of the cost to the city for processing and reviewing submitted applications. This fee schedule requires periodic review and update to address inflationary costs and updated processes.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING REVISED PLANNING DIVISION FEES; AND PROVIDING
FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, administrative and related application fees for the Planning Division was last updated in 2021; and

WHEREAS, since that time, the Planning Division has implemented an updated process to improve the public notice posting of properties subject to Planning Board, Historic Preservation Board and City Commission consideration; and

WHEREAS, the revised fees will reflect costs associated with this enhanced process and will allow the city to recoup expenditures associated with advertising for planning related public hearings.

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

Section 1. The City Commission for the City of DeLand, hereby approves the revised Planning Division Fees, as attached hereto as Exhibit “A.”

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

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

PASSED AND DULY ADOPTED this 1st day of April, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

“EXHIBIT A” PLANNING FEES

ZONING

REZONING APPLICATION Amend established city zoning	\$1,000 plus \$20 per acre
Planned Development Concept Plan	\$500 plus \$10 per acre
Planned Development Final	\$4,000 plus \$20 per acre
Planned Development Recording Fee	\$70 plus cost of recording all documents
SPECIAL EXCEPTION	\$1,000
VARIANCE APPLICATION “After-The-Fact” application	\$500 \$1,000
SIMILARITY OF USE DETERMINATION	\$300
ZONING DETERMINATION	\$75
LAND DEVELOPMENT REGULATION AMENDMENT	\$1,000

SUBDIVISIONS

MINOR SUBDIVISION	\$300
SUBDIVISION SKETCH PLAN	\$500
SUBDIVISION PRELIMINARY PLAT Approved Preliminary Plat Amendment	\$1,500 plus \$25 for every lot \$1,500 plus \$25 for every lot
SUBDIVISION FINAL PLAT Survey Review Fee Recording Fee	\$1,000 plus \$20 per lot The applicant shall reimburse the City for the cost of the review \$70 plus cost of recording plat and documents
COMBINED SUBDIVISION PRELIMINARY AND FINAL PLAT APPLICATION Survey Review Fee Recording Fee Approved Combined Plat Amendment	\$3,000 plus \$25 for every lot The applicant shall reimburse the City for the cost of the review \$70 plus cost of recording plat and all documents Same as Preliminary Plat or Final Plat, as applicable
SUBDIVISION REPLAT Recording Fee	\$500 plus \$10 per lot \$70 plus cost of recording plat and all documents
LOT LINE ADJUSTMENT	\$75
SUBDIVISION IMPROVEMENT INSPECTION FEE Reinspection Fee	1.5% of the cost of improvements, minimum \$500, submitted at time of final plat submission \$100 per inspection
VACATION AND ANNULMENT OF PLATS SUBDIVIDING LAND Recording Fee	\$500 \$70 plus cost of recording plat and all documents
ROAD OR ALLEY ABANDONMENT Recording Fee	\$300 \$70 plus cost of recording plat and all documents

RESUBMITTAL FEE (Only applies to applicant-initiated resubmittals)	20% of the applicable application fee
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SITE PLAN REVIEW

PRE-APPLICATION MEETING	No Charge
CONCEPTUAL SITE PLAN	\$500
CLASS I Fences, Sheds, Driveways & Patios Zoning Review All Other	\$25 \$100
CLASS II	\$1,250
CLASS III Multi-Family All Others	\$1,500 plus \$5 per unit \$1,500 plus \$10 per 1,000 sf over 40,000 sf
CLASS IV Multi-Family All others	\$2,000 plus \$5 per unit \$2,000 plus \$10 per 1,000 sf over 80,000 sf
TRC SITE PLAN RESUBMITTALS	No fee for the first resubmittal in response to TRC comments, then \$300 each subsequent resubmittal
AMENDMENT TO APPROVED SITE PLAN	25% of original filing fee
PERFORMANCE BASED COMMUNITY DESIGN STANDARDS	
CLASS I OR CLASS II SITE PLANS	\$150 in addition to the standard site plan application fee plus the following applicable review fees:
CLASS III & IV SITE PLANS	\$400 in addition to the standard site plan application fee plus the following applicable review fees:

Review of Exterior Building Plans	The greater of \$250 or \$1 per lineal ft. of building perimeter, plus an additional \$0.50 per lineal ft. of building perimeter for each building floor level above two stories. For repetitive building clusters such as self-storage units, multiple family apartment complexes, or warehouse buildings: \$1.00 per lineal ft. of building perimeter, plus an additional \$0.50 per lineal ft. of building perimeter for each building floor level above two stories for the first or primary building plus an additional \$0.50 per lineal foot of building perimeter for each similar building.
Review of Site Plans	\$125 per site acre for plans covering 5 acres or less with a minimum review fee of \$250; plus \$50 per acre after the initial five acres.
INFRASTRUCTURE INSPECTION FEE Class I Class II Class III Class IV	Not Applicable 1.5% of the cost of improvements, minimum \$100 1.5% of the cost of improvements, minimum \$300 1.5% of the cost of improvements, minimum \$300

HISTORIC PRESERVATION

CERTIFICATE OF APPROPRIATENESS Administrative Review Historic Preservation Board Hearing	\$100 \$200
LOCAL REGISTER DESIGNATION Single Structure District	\$200 \$225 plus \$10 per acre up to 100 acres
NATIONAL REGISTER DESIGNATION Single Structure District	\$200 \$225 plus \$10 per acre up to 100 acres
AD VALOREM TAX EXEMPTION	\$500

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MISCELLANEOUS

ANNEXATION APPLICATION	\$500 plus \$10 per acre
COVENANT TO SUPPORT FUTURE ANNEXATION	\$110
LAND USE AMENDMENT APPLICATION Small Scale Land Use Map Amendment Large Scale Land Use Map Amendment	\$1,500 plus \$20 per acre \$3,000 plus \$10 per acre
CHANGES TO COMPREHENSIVE LAND USE PLAN TEXT	\$1,500 per element
PARKING WAIVER	\$200
TRAFFIC IMPACT REVIEW	The applicant shall reimburse the City for the cost of securing an independent review of the applicant's traffic impact study to be conducted by a qualified traffic engineer. It is estimated that the cost will vary between \$500.00 and \$10,000.00, depending upon the complexity of the issues presented.
ENVIRONMENTAL IMPACT REVIEW	The applicant shall reimburse the City for the cost of securing an independent review of the applicant's environmental impact study to be conducted by a qualified environmentalist. It is estimated that the cost will vary between \$500.00 and \$10,000.00, depending upon the complexity of the issues presented
SIDEWALK CAFÉ	\$100

PUBLIC HEARING NOTICES & REQUIRED MAILINGS

In addition to the application and review fees noted in the above table, the applicant shall be responsible for expenses associated with posting the subject property with the required public hearing notice signs at a cost of \$30 per label set for each required sign.

In addition to the application and review fees noted in the above table, the applicant shall be responsible for paying for all incurred cost associated with the publication of required newspaper public hearing notices at the billed rate and the cost of all required mailings at a rate of \$0.80 per affected property owner.

Applicants will be charged \$140 for each Public Hearing sign not returned or damaged.

All Planning application fees are non-refundable. Publications and mailing fees may be refundable at the discretion of the Planning Director after review of any expenditures of the funds.

PLANNING FEES

ZONING

REZONING APPLICATION Amend Rezone established city zoning Planned Development Concept Plan –Planned Development Final Planned Development Recording Fee	\$1,000 plus \$20 per acre \$500 plus \$10 per acre \$4,000 plus \$20 per acre \$70 plus cost of recording all documents
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Review of Site Plans	The greater of \$250 or \$1 per lineal ft. of building perimeter, plus an additional \$0.50 per lineal ft. of building perimeter for each building floor level above two stories. For repetitive building clusters such as self-storage units, multiple family apartment complexes, or warehouse buildings: \$1.00 per lineal ft. of building perimeter, plus an additional \$0.50 per lineal ft. of building perimeter for each building floor level above two stories for the first or primary building plus an additional \$0.50 per lineal foot of building perimeter for each similar building. \$125 per site acre for plans covering 5 acres or less with a minimum review fee of \$250; plus \$50 per acre after the initial five acres.
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SIDEWALK CAFÉ	\$100

PUBLIC~~NEWSPAPER~~ HEARING NOTICES
&
REQUIRED MAILINGS

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In addition to the application and review fees noted in the above table, the applicant shall be responsible for paying for all incurred cost associated with the publication of required newspaper public hearing notices at the billed rate and the cost of all required mailings at a rate of \$0.~~80~~⁷⁵ per affected property owner.

Applicants will be charged \$140 for each Public Hearing sign not returned or damaged.

All Planning application fees are non-refundable. Publications and mailing fees may be refundable at the discretion of the Planning Director after review of any expenditures of the funds.

CITY OF DELAND
Request for Commission Action
April 1, 2024

SUBJECT: Resolution Approving Police Department Lobby Video and Audio Recording Policy.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, March 27, 2024

SUMMARY/HIGHLIGHT:

The lobby of the DeLand Police Department is open to the public and, like many police departments, it is equipped with a bullet-proof window behind which a uniformed or civilian employee works for the purpose of interacting with citizens who need to engage with law enforcement for various purposes including but not limited to reporting crimes, seeking or providing information, and accessing resources. Persons who describe themselves as “First Amendment Auditors” have recently begun videotaping citizens speaking to law enforcement personnel while in the lobby. The lobby is open to the public but the citizens making initial contact with Police Department staff in the lobby are sharing potentially sensitive information and have some expectation of privacy in this area. As such, it is proposed that the City Commission adopt a policy banning video or audio recordings in the Police Department lobby by persons other than law enforcement personnel in the execution of their official duties.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING POLICY PROHIBITING VIDEO AND AUDIO RECORDING IN THE LOBBY OF THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, given the relative ease with which video and audio recordings can now be made (just about every smartphone can produce a reasonably high quality video recording), a phenomenon has developed in recent years in which people make video (and audio) recordings of public employees in public spaces under the auspices of “First Amendment auditing”; and

WHEREAS, it is currently settled law that there is a right under the First Amendment to record the activities of public officials on public property (see the case of *Smith v. City of Cumming*, 212 F.3d 1332 (11th Cir. 2000); and

WHEREAS, the law generally allows for the use of audio and recording devices in public access areas of public buildings, but not in restricted areas that are not generally open to the public or not open to the public without escort; and

WHEREAS, the lobby of the DeLand Police Department is open to the public and, like many police departments, it is equipped with a bullet-proof window behind which a uniformed or civilian employee works for the purpose of interacting with citizens who need to, or at least believe that they may need to, engage with law enforcement for various purposes including but not limited to reporting crimes, seeking or providing information, and accessing resources; and

WHEREAS, it is necessary for these citizens to provide some initial information about why they are at the police department to the Police Department employee so that the employee can either summon a detective or other uniformed officer to take the citizen to a private area for more detailed report taking or provide the citizen with information about other resources, answer questions, etc.; and

WHEREAS, oftentimes the citizen speaking with the Police Department employee at the window in the lobby will share information which is sensitive or private in nature and such persons would have some expectation of privacy in reporting this information; and

WHEREAS, given the nature of the information being shared by citizens in the Police Department lobby, coupled with citizens’ obvious and reasonable expectation of some level of privacy in this situation, it is absolutely inappropriate for another member of the public in the lobby to video or audio record such conversations; and

WHEREAS, the City Commission finds that adoption of the policy prohibiting the video and/or audio recording in the lobby of the DeLand Police Department is in the best interest of the health and welfare of the citizens of the City of DeLand and that it will protect legitimate First Amendment rights and at the same time be a legitimate time, place and manner restriction on such rights which will fairly protect the privacy rights of citizens sharing potentially sensitive information with members of the DeLand Police Department; and

WHEREAS, the Chief of Police is directed to enforce a no recording policy in the lobby of the DeLand Police Department and to post appropriate signage regarding the policy.

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

Section 1. In order to protect citizens' reasonable expectation of privacy when in the lobby of the DeLand Police Department, the City of DeLand hereby forbids the video and/or audio recording in the lobby, except by law enforcement personnel in their official law enforcement capacity.

Section 2. The City Manager is authorized to take all actions and execute all documents necessary in furtherance of this Resolution.

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

PASSED AND DULY ADOPTED this 1st day of April, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy, City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney