



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JULY 15, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mike Carroll, First Assembly DeLand Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, Parks and Recreation Month.
2. Certificate of Recognition Presented to Erica Rose Carnegie.
3. Presentation, Florida Municipal Achievement Award.
4. Introduction of three new officers: Isaiah Hansen, Ethan Saylor, Melody Wolff.
5. Presentation re Growth and Development Projections Report.

CONSENT AGENDA

1. Resolution Approving CPI Adjustment to Solid Waste and Recycling Rates.

The solid waste contract with GFL provides for a CPI adjustment based upon the garbage and trash collection in the U.S. city average of the CPI index for all urban consumers (CPI-U). The change this year equates to 5.3%. Since this year's increase did not exceed 6%, the max allowable reverts back to 3%. This increase would take effect October 1.

2. Consideration re 5-Year Contract for School Resource Officer's with Volusia County School Board.

It is recommended the City Commission approve the SRO Agreement.

3. Consideration re Provider Change for the Fire Department Critical Care Cancer Insurance Policy with United Badge.

Fire Department FF/EMT Cancer Insurance policy.

4. Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for the City's Retirement Plans.

Fiduciary wrap liability insurance policy for City's retirement plans.

5. Consideration re Utility Service Agreement for Stor-All Volusia, Located at 2995 South Woodland Boulevard.

Staff recommends that the City Commission approve the Utility Service Agreement for Stor-All Volusia.

6. Consideration re Award of Bid for East Regional Force Main A-1 & A-2 Construction.

Staff recommends that the City Commission award the East Regional Force Main construction project to TB Landmark in the amount of \$4,194,419.00.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-32, Annexing 5.15 Acres of Property Located at 1605 North Kepler Road and the Adjacent Right-of-Way. (1st. Rdg. 05-20-24).

This is a request to annex 5.15 acres of property into the city limits of DeLand for the property located at 1605 North Kepler Road.

2. Second Reading of Ordinance No. 2024-33, Changing the Land Use for Approximately 4.56 Acres of Property, Located at 1605 North Kepler Road.(1st. Rdg. 05-20-24).

This is a request to amend the future land use designation of 1605 North Kepler Road from Volusia County Urban Low Intensity and Volusia County Industrial, to the City of Deland Industrial.

3. Second Reading of Ordinance No. 2024-34, Changing the Zoning for 4.56 Acres of Property, Located at 1605 North Kepler Road, from Volusia County I-1 (Light Industrial) and Volusia County R-4 (Urban Single Family) to City of DeLand M-1 (Industrial).(1st. Rdg. 05-20-24).

This request is to change the Zoning for 4.56 Acres of Property, Located at 1605 North Kepler Road, from Volusia County I-1 (Light Industrial) and Volusia County R-4 (Urban Single Family) to City of DeLand M-1 (Industrial).

NEW BUSINESS

1. Resolution Approving the Proposed Millage Rate for Fiscal Year 2024-2025.

Staff recommends the City Commission approve the proposed millage rate at 6.3841 mills for operating purposes. The proposed operating millage rate of 6.3841 is 6.95% above the rolled-back millage rate of 5.9693.

2. First Reading of Ordinance Increasing the Salaries for City Commissioner's and the Mayor-Commissioner.

Approval of ordinance increasing the salary of the Mayor and Commissioners.

3. Consideration re Discussion on Tiny Home Regulations.

Discussion regarding draft tiny home regulations.

4. Consideration re Amendment to Solid Waste Collection Contract to Provide for Weekly Residential Bulk Service Collection.

Amendment to solid waste contract to include weekly residential bulk waste removal services for \$1.25 per month.

5. Consideration re Request for Informal Attorney General Opinion - School Speed Zone Cameras.

Request for informal opinion from Florida Attorney General regarding school speed zone traffic camera enforcement statute.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re River-to-Sea TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, parks and recreation is an integral part of communities throughout this country, including DeLand; and

Whereas, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

Whereas, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

Whereas, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

Whereas, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation is fundamental to the environmental well-being of our community; and

Whereas, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, DeLand recognizes the benefits derived from parks and recreation resources.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim July 2024 as:

Parks and Recreation Month

in the City of DeLand and urge all citizens of DeLand to recognize the benefits of parks and recreation.

Done and proclaimed this 15th day of July 2024.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition

Presented to
Erica Rose Carnegie

Whereas, Erica Rose Carnegie, at sixteen years old, founded the Youth Ambassador Program with the Aneurysm and AVM Foundation in 2019, and has consistently advocated for those afflicted with rare disorders; and

Whereas, Erica, a 2024 graduate of Stetson University, tirelessly advocated and spread awareness for AVM and other rare disorders during her four years as a Stetson University student and resident of the City of DeLand; and

Whereas, Erica, an Arteriovenous Malformation (AVM) survivor, turned her pain into purpose and now helps young rare disease survivors and their families nationwide; and

Whereas, Erica was one of six people selected and featured on the 2024 Global Rare Disease Day poster to promote awareness worldwide; and

Whereas, Erica has done multiple TV and print interviews to share her story and spread awareness about AVM and rare disorders, received Rare Disease Awareness Day and AVM Month Awareness Proclamations from the State of Florida and several local municipalities, including the City of DeLand; and

Whereas, Erica has received several awards, including the President's Volunteer Service Award, for her outstanding commitment to long-term community service and her advocacy in the rare disease community.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand and on behalf of the City Commission, do hereby tender to ***Erica Rose Carnegie*** this Certificate of Recognition for all of her hard work and dedication in scholastics as well as community awareness and volunteerism.

Done and proclaimed this 15th day of July 2024.

Attest

Christopher M. Cloudman, Mayor

Julie A. Hennessy, City Clerk - Auditor

DeLAND 2024

GROWTH & DEVELOPMENT PROJECTIONS REPORT

CONTENTS:

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PAGE 4: EMPLOYMENT DATA

PAGE 5: HOME SALES DATA

PAGE 6: LOOKING INTO THE FUTURE

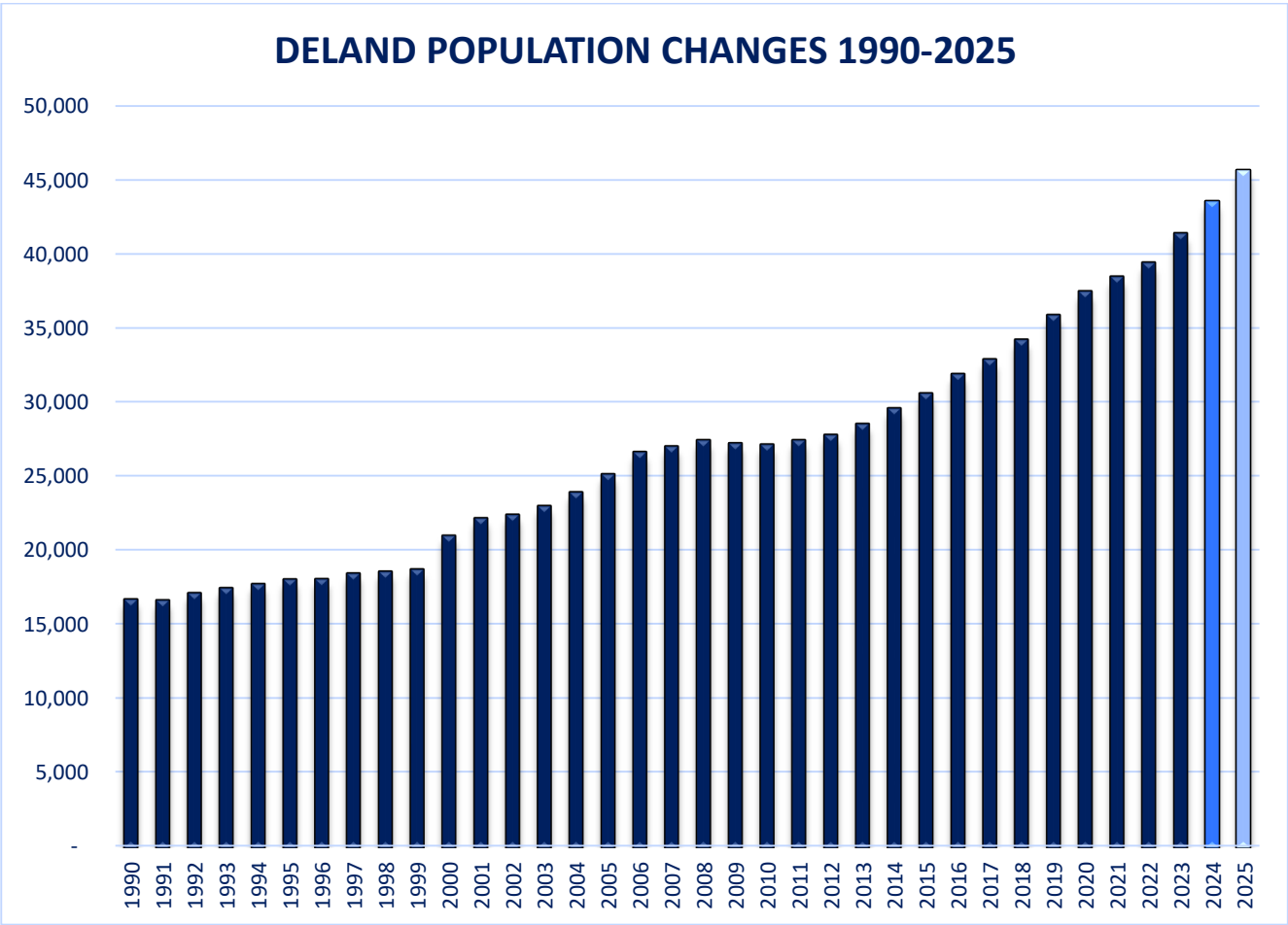
PAGE 7: UTILITY SERVICE AREA MAP



Population Data

Since **1990**, the average growth rate of the population has been about **2.82%**. The average growth rate since **2000** has been about **3.39%**, and the average growth rate since **2010** has been about **3.05%**.

DeLand is projected to reach a population of **43,450** by the end of **2024** (up 5.29% from 2023), and expected to grow to a population of **45,515** by the end of **2025** (up 4.75% from 2024).



(Note: Decennial year populations are actual census counts)

Source: University of Florida Bureau of Economic and Business Research (BEBR)

Residential Construction

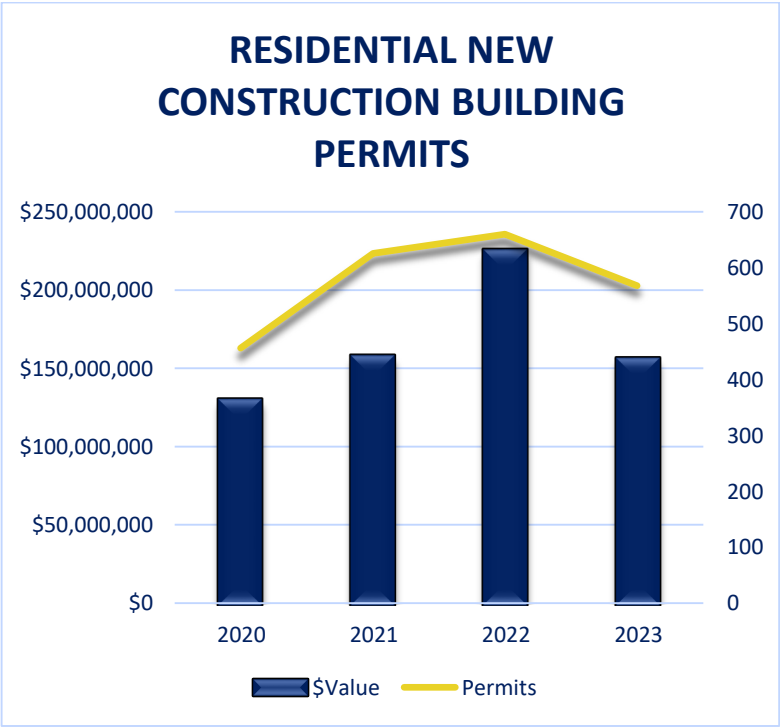
Since the beginning of **2020**, the average number of residential permits per year has been **577.5**.

In **2023**, DeLand saw a 13.9% decrease in total annual residential permits from **2022**.

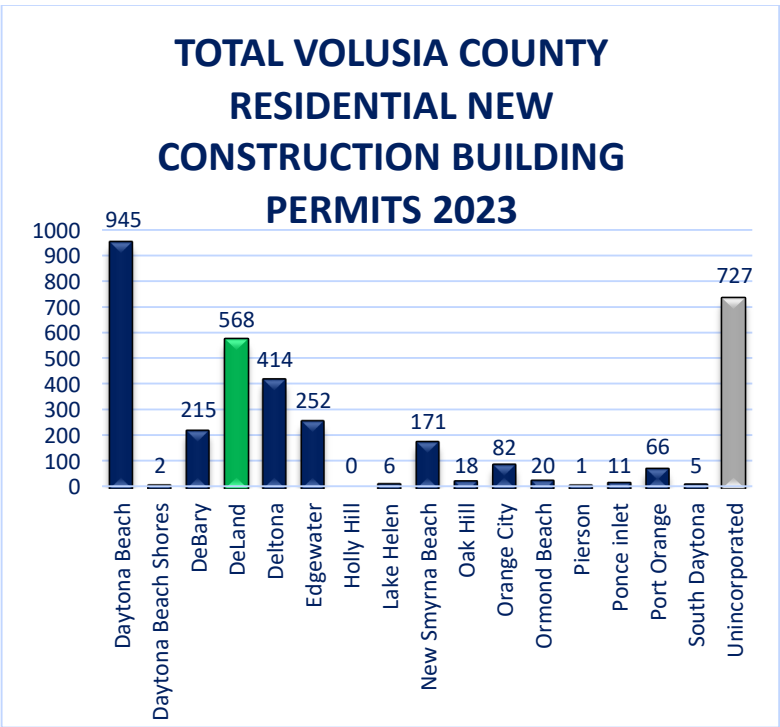
At **568**, DeLand had **37.19%** more permits issued than Deltona, and **39.89%** less than Daytona Beach, finishing 2nd in Volusia County in **2023**.

There are also new residential developments in unincorporated areas surrounding the City of DeLand that fall under the DeLand Utility Service Area. (see map on pg. 7)

To accommodate the continued growth and development, the City is currently expanding the existing Water Treatment Facility.



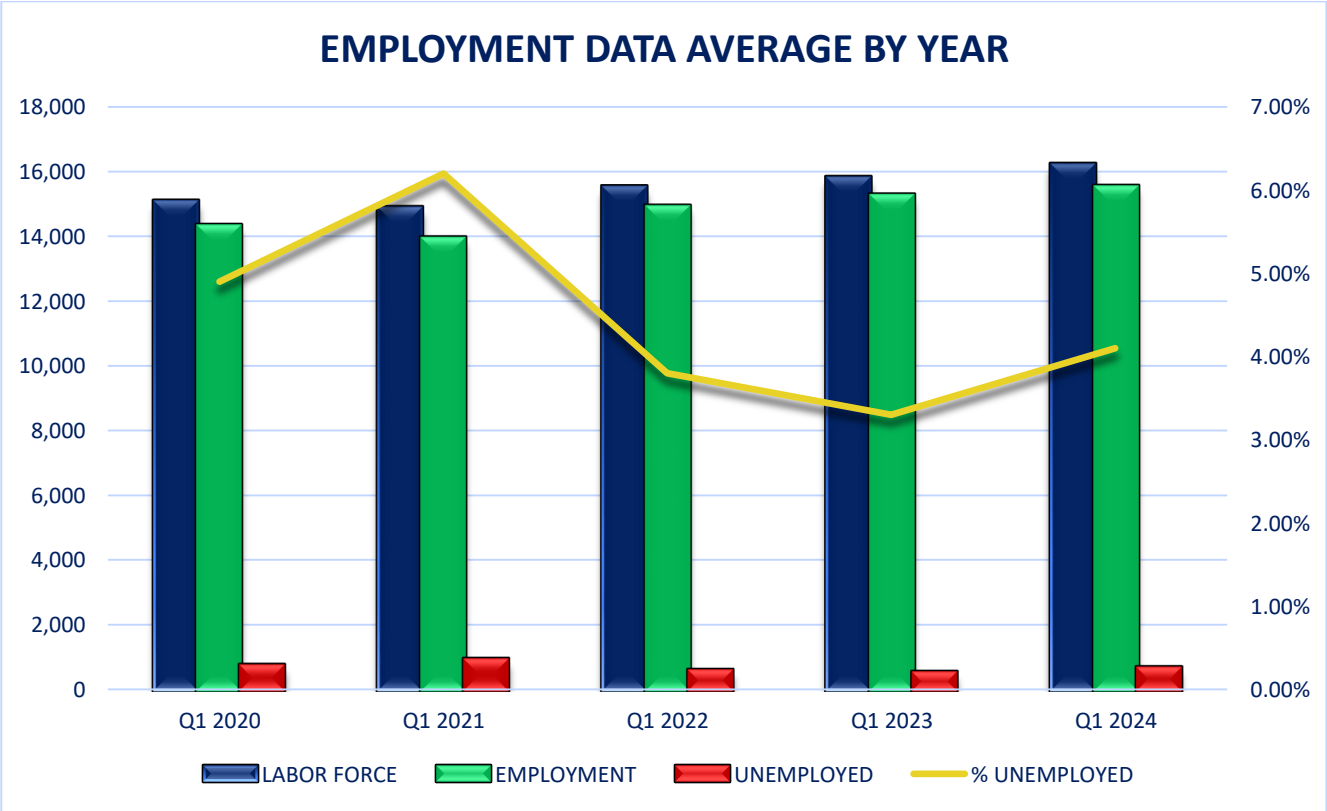
Source: Volusia County Economic Development



Source: Volusia County Economic Development

Employment Data

DeLand’s overall unemployment numbers have recovered since the pandemic. With the unemployment rate decreasing from **6.2%** in **2021** to **4.1%** in **2024**, DeLand has also seen a consistent increase in the Labor Force Population from **Q1 2020** to **Q1 2024**.



Source: Volusia County Economic Development



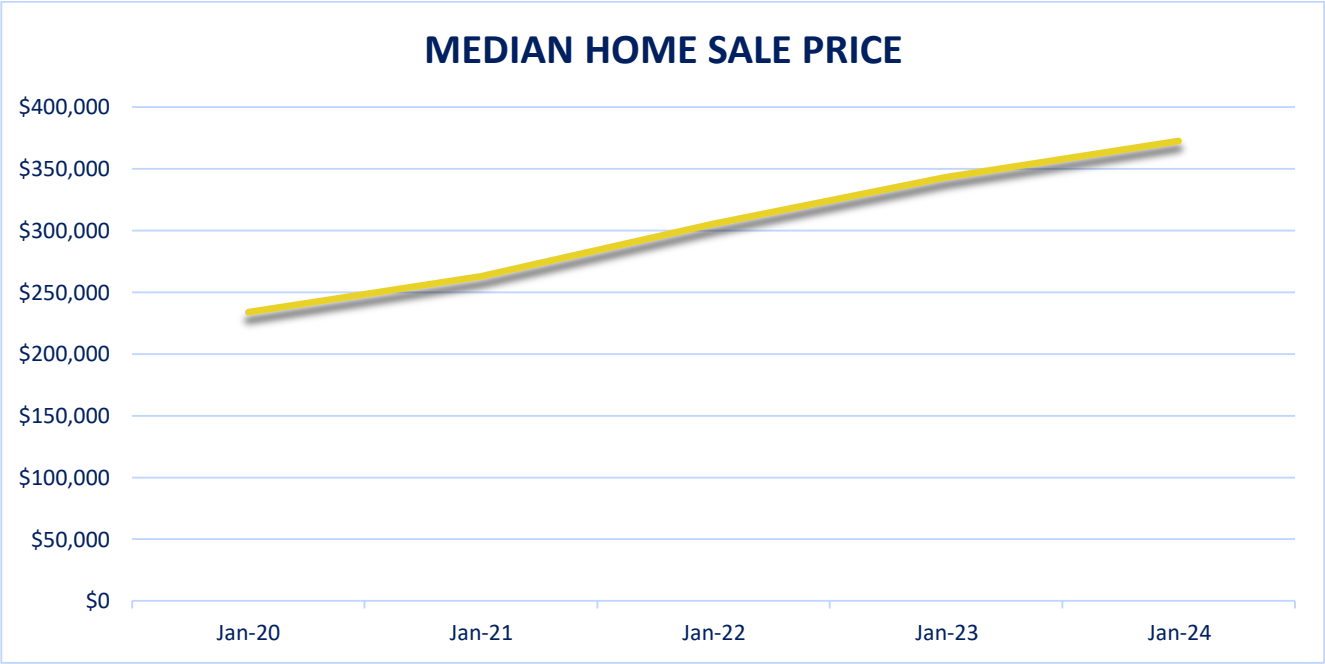
DeLand Fire Department



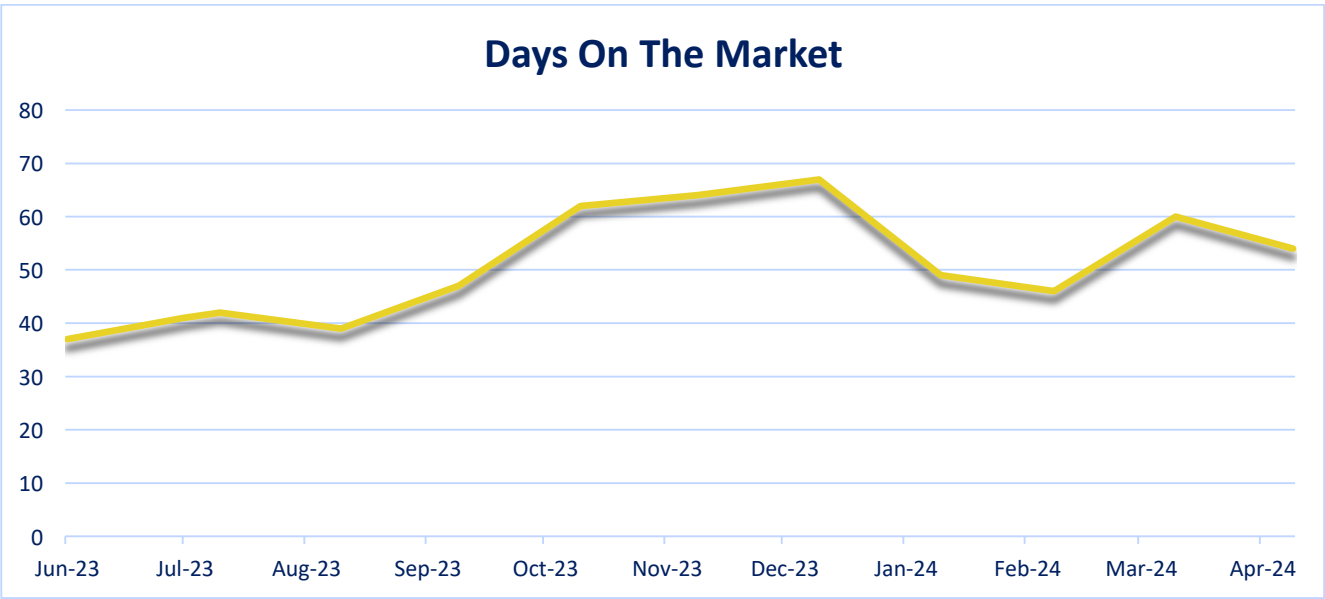
DeLand Water Treatment Site

Home Sales Data

The median home sale price has seen steady growth since **January 2020**, and continued to rise in **2024**. The median listing home price is **\$396.5K** at **\$205 per square foot**, and median sold home price of **\$362.5K**. The average number of days on the market from **June 2023** to **May 2024** was approximately **50.66 Days**.



Source: Redfin.com



Source: Realtor.com

Looking into the Future

There are many new projects in development, both in DeLand and in the surrounding area.

- **New SunRail Station in West DeLand**

The new station is set to open by the end of Summer 2024.

- **New Culver's in North DeLand**

Construction has begun on a Culver's near N Woodland Blvd.

- **New Starbucks in North DeLand**

Another Starbucks is being built near International Speedway Blvd.

- **Chipotle in North DeLand**

A second Chipotle is being built near the North DeLand Publix.

- **DeLand Commons**

New apartments in the Historic Downtown district.

- **Continued Interest in Medium Density Housing and Infill Development**

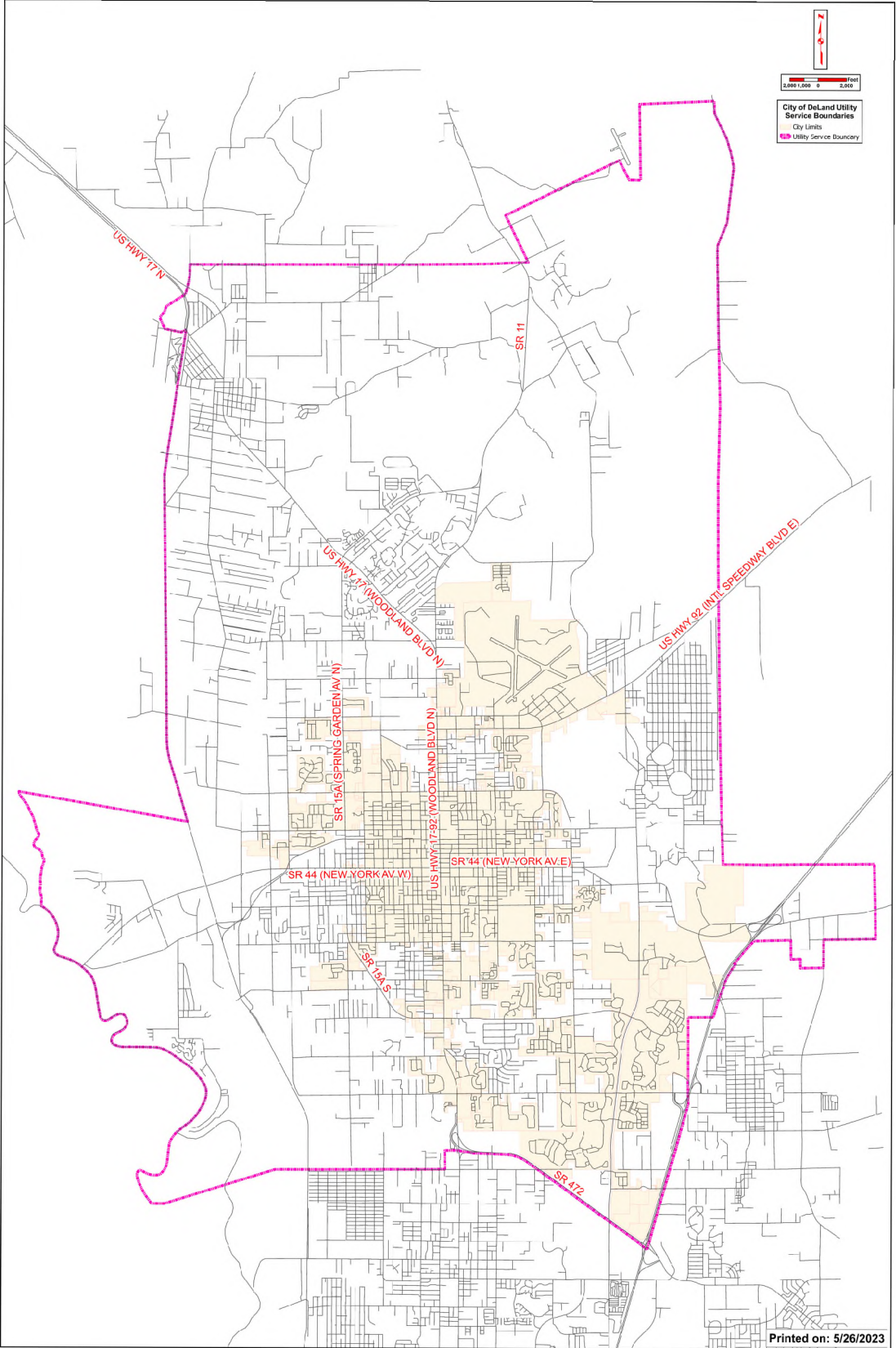
Florida Ave townhomes, Northwest Square, and proposed tiny home community along Blue Lake Ave.

The North side of DeLand is expected to see continued growth, while additional transit-oriented development is expected around the new SunRail station in west DeLand.



DeLand SunRail Breaking Ground

Utility Service Area Map



CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Resolution Approving CPI Adjustment to Solid Waste and Recycling Rates.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, Exhibit A

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

A resolution approving a CPI adjustment of 3% for solid waste and recycling collection services. The contract with the City's waste hauler, GFL, provides that the hauler is entitled to an annual CPI adjustment, but that adjustment is capped at 3%. The contract further provides that if the CPI increase is greater than 6%, then the hauler can petition the City for an increase in excess of 3%, but that any such increase is at the sole discretion of the City. The actual change in CPI was 5.3% and staff is recommending granting an increase of 3% based on our current contract.

Following is a sampling of local collection costs so that costs and services can be compared.

Orange City - \$15.61 (after 3% CPI in October)

Deltona - \$16.83 (No recycling services)

DeLand - \$17.05 (with 3% CPI only)

DeLand - \$18.30 (with 3% CPI and new weekly bulk services at \$1.25 if approved by separate agenda item)

City of Sanford - \$20.76 (must provide their own cart)

Volusia County - \$23.25

City of Daytona Beach - \$27.60

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Natural Resource Protection.

FISCAL IMPACT:

There will be no net impact on the City as the increased costs are charged to the customers.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution granting a CPI adjustment of 3%.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING RESOLUTION NO. 2023-53 BY REVISING THE FEE AND CHARGE SCHEDULE PERTAINING TO SOLID WASTE AND RECYCLE COLLECTION SERVICES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE OF THE RESOLUTION AND OF THE FEES AND CHARGES.

WHEREAS, the City Commission entered into the Contract/Franchise Agreement Between the City of DeLand and GFL Solid Waste Southeast, LLC Relating to Solid Waste and Recycle Collection Services on October 1, 2022; and

WHEREAS, the aforesaid contract provides for an annual rate adjustment based upon the change in the consumer price index (CPI), and although the actual increase in CPI was 5.3%, the contract caps the adjustment at 3%; and

WHEREAS, the CPI adjustment worksheet is revised to reflect the 3.0% increase for solid waste and recycling services as recommended by City staff; and

WHEREAS, the City Commission of the City of DeLand believes that a CPI adjustment of 3.0% is fair and reasonable.

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

Section 1. The City Commission for the City of DeLand, hereby increases the rate for residential collection by three (3.0%) percent effective as of October 1, 2024.

Section 2. This Resolution amending solid waste rates shall remain in effect until replaced by a new rate setting resolution of the DeLand City Commission.

Section 3. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. The prior actions of the City of DeLand relating to fees and charges collected relative to solid waste and recycling services or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage but the CPI adjustment with the rates set forth in the attached Exhibit A shall take effect on October 1, 2024.

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

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



May 16th, 2024

City of Deland, FL
 Dan Stauffer – Finance Director
 120 S. Florida Ave.
 Deland, FL 32720

RE: FY24/25 CPI Adjustment and Bulk

Dear Mr. Stauffer,

GFL is pleased to be the solid waste and recycling service provider for the City of Deland, and I am amazed that another year has already gone by. I hope that GLF is not only meeting, but exceeding the expectations for the Residents, the City Council, and Staff.

Prior to May 20th of each contract year and Pursuant to Section 14 of our Solid Waste Agreement, the fees or compensation payable to the Contractor shall be adjusted by utilizing the Consumer Price Index (CPI) “Garbage and Trash” table. We have calculated this year’s CPI adjustment pursuant to our agreement comparing April 2022 to April 2023. Within our agreement, CPI shall be capped at 3% however, should the CPI exceed 6% in any given year, the Contractor shall be entitled to request a pricing adjustment in excess of the 3% cap. This year’s CPI adjustment has been calculated for 2023/2024 and equates to a rate adjustment of 5.3% (please see below table).

Consumer Price Index for All Urban Consumers (CPI-U)					
Original Data Value					
Series Id:	CUSR0000SEHG				
Seasonally Adjusted					
Series Title:	Water and sewer and trash collection services in				
Area:	U.S. city average				
Item:	Water and sewer and trash collection services				
Base Period:	DECEMBER 1997=100				
Years:	2014 to 2024				
Year	Jan	Feb	Mar	Apr	
2023	281.088	282.971	283.892	284.911	
2024	296.694	298.037	298.900	300.032	

As consistent with our solid waste agreement, GFL will be adjusting the residential and commercial rates to reflect the cap of 3.0% increase effective 10-1-2024.

In addition to CPI, the City has expressed concerns as to how the new contract directs GFL to collect residential bulk waste. After several meetings with City Staff, City has directed GFL to provide a rate per home per month to collect residential bulk waste from residents on a weekly basis opposed to collecting bulk twice a year.

For this added service, GFL proposes an additional \$1.25 per home per month. GFL can make the change happen immediately upon approval from City Council and Staff.

We appreciate our continued partnership with the City and we look forward to another successful contract year.

Thank you,

Skip McCall

Skip McCall
Government Contracts Manager
GFL Solid Waste Southeast, LLC
smccall@gflenv.com
352-507-2029

Cc:

Corey McMillen – Purchasing Coordinator
Ray Underwood – Public works Director

Solid Waste & Recycle Collection Services / RFP-22-03

Price Form – **FY24/25 CPI Adjustment = 3%. Effective 10-1-2024.**

All prices will be fixed for the first year of the contract.

Service Description	Unit Price
Residential Service Collection Component - Once a week solid waste collection, transport, and disposal (64 or 96-gallon cart) - Once a week recycling collection, transport, and disposal (64-gallon cart or 18-gallon bin) - Once a week yard waste/trash collection, transport, and disposal (1 cubic yard or less) - Bulk Collection (Free service, two times per year)	\$ <u>15.82</u> Monthly Unit Price
Fuel Component Fuel Component (Each Residential Service Unit)	\$ <u>1.23</u> Monthly Unit Price
Total Monthly Charges (Services Above)	\$ <u>17.05</u> Monthly Unit Price

Additional Costs

Service Description	Unit Price
Additional 64 or 96-gallon Cart	\$ <u>7.44</u> Monthly/Cart
Side/Rear yard service (non-disabled, 64 or 96-gallon cart)	\$ <u>82.67</u> Monthly/Cart
Apartments/Multi-family (served by carts)	\$ <u>20.94</u> Monthly/Unit
Residential Bulk Waste Collection (after 2 free pick-ups)	\$ <u>8.82</u> Each Item
Residential Yard Waste Special Pick-up (exceeding 1 cubic yard)	\$ <u>\$21.56</u> Per Cubic Yard
Two (2) Community Document Shredding Events per year	\$ <u>0.00</u> Annual Cost

City of DeLand - Solid Waste and Recycling CPI Adjustment Worksheet**Proposed Fees**

<u>Container Size</u>	<u>Weekly Pick ups</u>	<u>Monthly Charges (Per cart provider)</u>
96-gallon cart	1	\$ 22.04
96-gallon cart	2	\$ 44.08
96-gallon cart	3	\$ 66.12
96-gallon cart	4	\$ 88.16
96-gallon cart	5	\$ 110.20

Containerized (Uncompacted)

<u>Non-Compacting</u>	<u>Weekly pick ups</u>	<u>Monthly Charge</u>
2 yard	1	\$ 82.67
2 yard	2	\$ 165.34
2 yard	3	\$ 248.01
2 yard	4	\$ 330.68
2 yard	5	\$ 413.35
2 yard	6	\$ 496.02
2 yard	7	\$ 578.69
3 yard	1	\$ 141.05
3 yard	2	\$ 282.10
3 yard	3	\$ 423.15
3 yard	4	\$ 564.20
3 yard	5	\$ 705.25
3 yard	6	\$ 846.30
3 yard	7	\$ 987.35
4 yard	1	\$ 153.85
4 yard	2	\$ 307.70
4 yard	3	\$ 461.55
4 yard	4	\$ 615.40
4 yard	5	\$ 769.25
4 yard	6	\$ 923.10
4 yard	7	\$ 1,076.95
5 yard	1	\$ 167.81
5 yard	2	\$ 335.62
5 yard	3	\$ 503.43
5 yard	4	\$ 671.24
5 yard	5	\$ 839.05
5 yard	6	\$ 1,006.86
5 yard	7	\$ 1,174.67
6 yard	1	\$ 214.94
6 yard	2	\$ 429.88
6 yard	3	\$ 644.82
6 yard	4	\$ 859.76
6 yard	5	\$ 1,074.70
6 yard	6	\$ 1,289.64
6 yard	7	\$ 1,504.58
8 yard	1	\$ 286.59
8 yard	2	\$ 573.18
8 yard	3	\$ 859.77
8 yard	4	\$ 1,146.36
8 yard	5	\$ 1,432.95
8 yard	6	\$ 1,719.54
8 yard	7	\$ 2,006.13

Containerized (Compacted)

<u>Non-Compacting</u>	<u>Weekly pick ups</u>	<u>Monthly Charge</u>	
2 yard	1	\$	159.83
2 yard	2	\$	319.66
2 yard	3	\$	479.49
2 yard	4	\$	639.32
2 yard	5	\$	799.15
2 yard	6	\$	958.98
2 yard	7	\$	1,118.81
3 yard	1	\$	217.72
3 yard	2	\$	435.44
3 yard	3	\$	653.16
3 yard	4	\$	870.88
3 yard	5	\$	1,088.60
3 yard	6	\$	1,306.32
3 yard	7	\$	1,524.04
4 yard	1	\$	297.62
4 yard	2	\$	595.24
4 yard	3	\$	892.86
4 yard	4	\$	1,190.48
4 yard	5	\$	1,488.10
4 yard	6	\$	1,785.72
4 yard	7	\$	2,083.34
5 yard	1	\$	301.36
5 yard	2	\$	602.72
5 yard	3	\$	904.08
5 yard	4	\$	1,205.44
5 yard	5	\$	1,506.80
5 yard	6	\$	1,808.16
5 yard	7	\$	2,109.52
6 yard	1	\$	440.91
6 yard	2	\$	881.82
6 yard	3	\$	1,322.73
6 yard	4	\$	1,763.64
6 yard	5	\$	2,204.55
6 yard	6	\$	2,645.46
6 yard	7	\$	3,086.37
8 yard	1	\$	409.89
8 yard	2	\$	819.78
8 yard	3	\$	1,229.67
8 yard	4	\$	1,639.56
8 yard	5	\$	2,049.45
8 yard	6	\$	2,459.34
8 yard	7	\$	2,869.23
Roll Off Container	20 yard	\$	329.03
Per Pull Charge:	30 yard	\$	329.03
	40 yard	\$	329.03
	Compactor	\$	358.24
Roll Off Compactor	10 yard	\$	523.58
Monthly Rental/Lease:	20 yard	\$	523.58
	30 yard	\$	523.58
	40 yard	\$	523.58
Delivery charge for all roll off type containers		\$	275.57
Additional charge for commercial containers:			
Wheels on containers (each)		\$	55.12
Locking bars and/or locks (each)		\$	82.67

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re 5-Year Contract for School Resource Officer's with Volusia County School Board.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: 5.28.2024 Board SRO Agreement City of DeLand

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

The City and the Volusia County School Board desire to enter another 5-year School Resource Officer Agreement beginning SY 24/25. The term of this Agreement is for one base year and four (4) one (1) year renewal options starting school year 2024 through school year 2029, for a total of five (5) years

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

FISCAL IMPACT:

The School Resource Officers funding will be split between the Volusia County School Board and City of DeLand; School Board 50% and City 50%.

The reimbursement rate for the first School Resource Officer working at DHS will be \$53.01 per hour for a total planned compensation of \$38,379.24. The reimbursement rate for the second School Resource Officer working at DMS is \$43.87 per hour for a total planned compensation of \$31,761.88. The total agreement cost is \$70,141.12.

RECOMMENDATION:

It is recommended the City Commission approve the SRO Agreement.

BACKGROUND/DISCUSSION:

The agreement provides one SRO at DeLand Middle School and one at DeLand High School. This will continue to give DeLand PD the opportunity to interact more with the youth in our community. The SRO shall continue to develop and expand crime prevention efforts for students, and shall serve as a liaison between the schools and other first responders, investigative units and/or juvenile justice authorities when necessary. The

SRO shall be part of the multidiscipline School Safety and Security team and shall assist in school responses to emergency issues, which include referring students to professional services both within and outside the school district.

The SRO will act as a resource with respect to delinquency prevention and safety programs, will work with school officials on the control and identification of juvenile problems and share information with school administration as necessary, so as to create effective and relevant programs to address problems with the goal of creating as safe a school environment as possible.



The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	May 28, 2024 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida and the Volusia County School Board Leasing Corporation
Category	12. Consent-Financial Services-Procurement
Subject	12.14 School Resource Officer (SRO) Agreement with the City of DeLand
Type	Action (Consent)
Preferred Date	May 28, 2024
Absolute Date	May 28, 2024
Fiscal Impact	Yes
Dollar Amount	70,141.12
Budgeted	Yes
Budget Source	Safe Schools Allocation - Project 10860 and FEFP Distributions
Recommended Action	The superintendent recommends approval of the School Resource Officer Agreement between the School Board of Volusia County and the City of DeLand.

BACKGROUND:

The purpose of this agreement is to comply with legislation (SB 7026 and SB 7030), mandating armed safe-school officers at district schools; to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws, and to have a School Resource Officer available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law. The School Resource Officer will, at all times, maintain a highly visible uniformed presence while on duty at school sites.

The City of DeLand agrees to provide two (2) School Resource Officers from the DeLand Police Department. The term of the Agreement is five (5) years with one (1) base year and four (4) one (1) year renewal options starting July 1, 2024, through June 30, 2029. The district will pay 50% of the cost for the two (2) officers, with the remaining 50% paid by the City of DeLand. The School Resource Officers will be assigned to DeLand High School and DeLand Middle School and will support ongoing efforts for a safe school environment.

TERM:

July 01, 2024 through June 30, 2025 (year 1 of 5, with four renewal periods remaining). This replaces the previous five (5)-year contract.

SUPPLIER:

City of DeLand (DeLand Police Department)

REQUESTED BY:

Ms. Patricia Corr, Chief Operating Officer

SUBMITTED BY:

[5.28.2024 Board SRO Agreement City of DeLand.pdf \(651 KB\)](#)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Ruben Colon, second by Jessica Thompson.

Final Resolution: Motion Carries

Yea: Jamie Haynes, Ruben Colon, Anita Burnette, Jessica Thompson

CONTRACT AGREEMENT				
NAME OF AGREEMENT	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	ADDITIONAL INFORMATION
School Resource Officer Agreement Between Volusia County School Board and the City of DeLand	\$70,141. 12	07/01/2024 - 06/30/2025	CITY OF DELAND	The proposed contract will be utilized for the School Resource Officer in the District to foster better relations between students and law enforcement personnel. In addition, this contract will provide as a means to deter crime, provide safety and security to students, faculty, and parents on or about school premises by the presence of a Law Enforcement Officer. This is the base year of the contract, which includes four (4) renewal options.

VOLUSIA COUNTY SCHOOL BOARD AND THE CITY OF DELAND
SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into between the School Board of Volusia County, hereinafter referred to as "**School Board**" and the City of DeLand, hereinafter referred to as "**City**".

RECITALS

WHEREAS, the parties are interested to enter into an Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City agrees to provide personnel to perform the duties and responsibilities of a School Resource Officer; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City agrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget two (2) School Resource Officer to be split funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation;

WHEREAS, §1002.22(2) and §1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and the implementing regulations issues pursuant thereto; and §1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to

effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, §985.04(1), Florida Statutes, requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, §1003.53(6), Florida Statutes, addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, §1006.13 (4)(a), (b) and (c), Florida Statutes, requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies; and

WHEREAS, pursuant to §768.28, Florida Statutes, neither the School Board or the City waive any defense of sovereign immunity or increase the limits of its liability upon entering into this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is for one base year and four (4) one (1) year renewal options starting from July 1, 2024 through June 30, 2029, for a total of five (5) years. The performance period beginning at the date outlined by the parties, unless earlier terminated as provided herein. Automatic renewal is not part of this agreement, the renewal option must be agreed by both parties.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state and federal laws, and to have a School Resource Officer

available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall at all times maintain a highly visible uniformed presence while on duty at the school sites.

3. **Termination.** This Agreement may be terminated by any party at any time, with or without cause, upon not less than (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

- (a) The City agrees to provide the School Board two (2) full time School Resource Officers, eight (8) hours per day for one hundred eighty-one (181) school contract days, excluding summer school except at alternative learning schools, for the compensation described in Paragraph 9 herein. Daily hours for the School Resource Officer will primarily be 8:00 a.m. to 4:00 p.m. Monday through Friday for DeLand High School and 9:00 a.m. to 5:00 p.m. for DeLand Middle School. The City will make every effort to have the School Resource Officer positions filled at the beginning of the school year and throughout the term of this Agreement.
- (b) It is agreed that there are occasions when it is not possible to staff a particular school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the school, a School Resource Officer from another location may be reassigned by the City in part or total to fill the vacancy until a replacement can be found.
- (c) It is agreed that there are occasions when it is necessary for the School Resource Officer to work hours in excess of their normal duty assignment. It is agreed by the City that inclusive of this Agreement there will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The

overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed at the rate of \$82.77 per hour for services provided by the School Resource Officer assigned to DeLand High School, and \$67.40 per hour for services provided by the School Resource Officer assigned to Deland Middle School and shall be funded one hundred percent (100%) by the school.

- (d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School District encourages the use of Civil Citations for eligible students. The school district utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all hazards approach to emergency management.
- (e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the school and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Safety and Security team and shall assist in school responses to emergency issues to include referring students to professional services both within and outside the School Board.
- (f) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.
- (g) The School Resource Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.
- (h) The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in VCS trainings related to the role of law enforcement on campus and working with students with disabilities. VCS

required School safety Officer trainings applicable to School Resource Officer(s) include: “Understanding Autism: SRO/SRD/Guardians” and “Serving Students with Disabilities: SRO/SRD/Guardians” and “Threat Management Training: SROs/SRDs”. VCS shall provide at its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment.”

5. **Other Considerations.** The City Commission, it’s Police Chief, and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Resource Officer Program.

6. **Cooperation.**

- (a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.
- (b) It is agreed that the School Board shall have all reasonable and necessary cooperation and assistance from the City, it’s officers, agents, and employees so as to facilitate the performance of this Agreement.
- (c) Although School Resource Officers have an assigned school site, they are subject to temporary relocation on an as-needed basis with the concurrence of the Board Superintendent or her designee, and the City’

7. **Personnel/Equipment.** It is understood that any personnel assigned to perform the duties under the terms and conditions of this Agreement are functioning at all times as a member of the City of DeLand Police Department. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of the City of DeLand unless otherwise specified within this Agreement. The School Board shall provide the School Resource Officer with office space to include a desk, phone, computer, and two-way radio utilized by the on-site safety and security team members. Access to programs utilized by the school district shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Resource Officer may be required to attend meetings and training that support their

professional certification and/or the School Resource Officer Program. Where possible, training will take place when school is not in session. A School Resource Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and the Police Chief's representative. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.**

- (a) The School Board hereby agrees to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of \$53.01 per billable hour for the first School Resource Officer, and \$43.87 per billable hour for the second School Resource Officer, both School Resource Officers as identified by the City. The total Agreement price for the specified term shall be \$70,141.12 numerated as follows:

First School Resource Officer

Hourly Rate:	\$53.01
Billable Hours:	1448
One (1) SRO at 8 hours, 181 days	\$38,379.24 (50% of \$76,758.48)

Second School Resource Officer

Hourly Rate:	\$43.87
Billable Hours:	1448
One (1) SRO at 8 hours, 181 days	\$31,761.88 (50% of \$63,523.76)

Total Agreement Price	<u>\$70,141.12</u>
------------------------------	---------------------------

- (b) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of a City Billing invoice.
- (c) Upon the completion of the agreement year, the Entities under this agreement shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly employee time records will be submitted to the school board representative for payment processing. If an Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the school board for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation. The City of DeLand shall be responsible for maintaining records related to training in accordance with HB 1473.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City Police Department shall adhere to Florida Statutes §1006.12 (School Resource Officer and School Safety Officers) and Florida Statutes §1006.13 (Policy of zero tolerance for crime and victimization). Accordingly, it is agreed by the parties that school personnel will report to the School Resource Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. If a School Resource Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Resource Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) (HIPAA and HITECH Act are collectively referred to herein as “HIPAA”) protect the privacy of students’ individually identifiable health information (“PHI”) and may be applicable to student records in certain circumstances. The student personally identifiable information (“PII”) may be disclosed only in compliance with FERPA as it applies to the Parties and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student

information in accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: <http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any applicable statute of limitations.

14. **Notice of Arrests and Citations**

A. **Arrest and Citation of Students or School Employees on School Grounds During Hours of School Operation**

When a student or school employee is arrested or receive a citation on school grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. **Arrest or Citation on Non-Students on School Ground**

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. **Arrests and Citations of Students or School Employee off School Grounds During Operating School Hours**

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. **Confidentiality of Information Provided to Building Principal**

In all instances of building principal notifications described in Sections 4.01, 4.02, and 4.033, above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions**

A. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a

waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any applicable statute of limitations.

B. Statement of Non-Discrimination. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Interagency Agreement.

C. Compliance with Laws. Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Interagency Agreement.

D. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Interagency Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

G. Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter

of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

H. Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

I. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

K. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. **Entire Agreement.**

- (a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.
- (b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice maybe sent to:

For the School Board

School Board of Volusia County
Office of the Superintendent
Post Office Box 2118
DeLand, FL 32721-2118

With Copy To

The General Counsel
School Board of Volusia County
Post Office Box 2118
DeLand, FL 32721-2118

For the City of DeLand

The City Manager
120 S. Florida Ave.
DeLand, FL 32720

With Copy To

The Police Chief
219 W. Howry Ave.
DeLand, FL 32720

Any of the parties may change by written notice the addresses or persons for receipt of notice.

1. **Appropriation Contingency.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes and Chapter 166, Florida Statutes. Anytime funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

2. **Agreements With Other Agencies.** If the School Board executes an Agreement between the School Board and another municipality within the school district for the

provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: _____
Name: Mr. Michael P. Pleus
Title: City Manager
Date: _____

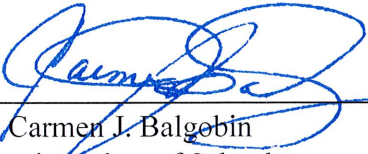
By: _____
Name: Ms. Julie A. Hennessey
Title: City Clerk - Auditor
Date: _____

THE CITY OF DELAND

By: _____
Name: Mr. Christopher M. Cloudman
Title: Mayor
Date: _____

By: _____
Name: Mr. Jason Umberger
Title: Police Chief
Date: _____

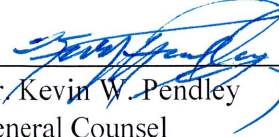
ATTEST:

By:  _____
Name: Dr. Carmen I. Balgobin
Title: Superintendent of Schools
Date: May 28, 2024

SCHOOL BOARD OF VOLUSIA COUNTY

By:  _____
Name: Ms. Jamie M. Haynes
Title: Chairman
Date: May 28, 2024

*Reviewed for legal sufficiency for reliance
only by the District*

By:  _____
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 5/21/2024

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re Provider Change for the Fire Department Critical Care Cancer Insurance Policy with United Badge.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: FloridaCancerProposalBinder - City of DeLand - DFD option 1 July

APPROVED BY: Michael Pleus, City Manager, July 9, 2024

SUMMARY/HIGHLIGHT:

In May 2019, the State of Florida Legislature passed FS 112.1816 directing government agencies to provide FF/EMT's critical care cancer insurance. In the event an FF/EMT is diagnosed by a board-certified Dermatologist or Pathologist and confirmed in writing by an Oncologist with any of the 21 different types of coverage recognized by this state law, this insurance policy would immediately pay a one-time payment of \$25,000 to this employee. In addition, the City must add cancer coverage to the City's accidental death insurance policy in the amount of \$75,000. Over the past five years, the City has had a contract with CHUBB. United Badge is a new provider in this area and has offered the same type of coverage required at a lesser expense to the City. This statute went into effective July 1, 2019.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The insurance will cost the City \$8,533.75 for a one-year contract. The FY 2024-2025 budget includes funds for this expense.

RECOMMENDATION:

Staff recommends the City Commission approves the new contract with United Badge and authorize the City Manager to sign it.

BACKGROUND/DISCUSSION:

This is a new provider in the area which provides the statute's required coverage and is less expensive. The staff recommends approval and asks for the City Manager to be authorized to sign this contract. The City has 70 employees/retirees who meet the requirements of this statute.



REQUEST FOR COVERAGE PURSUANT TO
FLORIDA FIREFIGHTER CANCER
& DEATH BENEFIT LAWS

Marketed By:
UNITED BADGES
INSURANCE SERVICES

Name of Policyholder: City of DeLand / City of DeLand Fire Department (OPTION 1)

Mailing Address: 120 S. Florida Avenue

City: DeLand

State: Florida

Zip Code: 32720

Contact Person: Corey McMillen

Position/Title: Purchasing Manager

Email Address: mcmillenc@deland.org

Phone Number: (386)-626-7078

Eligibility Descriptions:

Non-Tobacco Lives Tobacco Lives Total Lives

Class 1: An active full-time Firefighter (as defined below)

Estimated Number of Class 1 Firefighters with at least five (5)
continuous years of employment as a Firefighter:

41 0 41

Estimated Number of Class 1 Firefighters
eligible for the Line of Duty Cancer Death Benefit:

57 0 57

Class 2: After having qualified as a Firefighter in Class 1, a Firefighter whose employment has terminated shall remain eligible for 10 years following the date on which the Firefighter terminates employment.

Estimated Number of Class 2 Firefighters with at least five (5)
continuous years of employment prior to termination as a Firefighter:

2 0 2

Estimated Number of Class 2 Firefighters
eligible for the Line of Duty Cancer Death Benefit:

0 0 0

Class 3: An active full-time Civilian Fire Service Employee (as defined below)

Estimated Number of Class 3 Civilian Fire Service Employees with at least five (5)
continuous years of employment as a Civilian Fire Service Employee:

0 0 0

Estimated Number of Class 3 Civilian Fire Service Employees
eligible for the Line of Duty Cancer Death Benefit:

0 0 0

Class 4: After having qualified as a Civilian Fire Services Employee in Class 3, a Civilian Fire Services Employee whose employment has terminated shall remain eligible for 10 years following the date on which Civilian Fire Services Employee terminates employment.

Estimated Number of Class 4 Civilian Fire Service Employees with at least five (5)
continuous years of employment prior to termination as a Civilian Fire Service

0 0 0

Estimated Number of Class 4 Civilian Fire Service Employees
eligible for the Line of Duty Cancer Death Benefit:

0 0 0

Total Estimated Covered Lives with at least five (5) continuous years of employment:

43 0 43

Total Estimated Covered Lives eligible for the Line of Duty Cancer Death Benefit:

57 0 57

Do you wish to purchase Statutory Cancer coverage (21 cancers) or coverage for expanded cancers?

Statutory 21 Cancers

Do you wish to purchase a Lifetime Maximum Benefit of \$50,000 or \$75,000?

\$50,000

Coverage Desired

(Select Y/N for each):

Y
N
N
Y
N

Cost Per Benefit

Line of Duty Cancer Initial Diagnosis Lump Sum Benefit \$25,000: \$4,558.00

Line of Duty Cancer Expense Reimbursement Benefit up to \$12,000: Not Taken

Additional Diagnosis Benefit up to \$25,000:

Recurrence Diagnosis Benefit up to \$25,000: Not Taken

Line of Duty Cancer Death Benefit - Class 1 & 3 Only \$75,000: \$3,975.75

Line of Duty Cancer Death Benefit - Class 2 & 4 Only \$75,000: Not Taken

Effective Date Desired: 10/1/2024 - 09/30/2025

Total Annual Premium: \$8,533.75

Signature of Authorized Personnel: _____

Date Signed: _____

Please note: product available for group sizes over 50. For smaller groups, please contact Allen Durham using the information below.

An adjustment premium invoice may be issued if the actual number of eligible lives during an applicable policy term exceeds +/- 25% of the number of estimated eligible lives utilized for initial premium determination at policy term inception.

Civilian Fire Service Employee means non-firefighting employee of a fire department or a public safety department of an Employer whose primary responsibilities are supporting those who provide prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.

Coinsurance means the percentage of costs of a covered health care service the Insured Person must pay (20%, for example) after he or she has paid the Deductible.

Copayment means the fixed amount (\$20, for example) that the Insured Person must pay for a covered health care service after he or she has paid the Deductible.

Deductible means the amount the Insured Person must pay for covered health care services before his or her Employer-sponsored health plan or Employer-sponsored group health insurance trust fund will pay a claim.

Diagnosed/Diagnosis means a definitive and unequivocal diagnosis identifiable by a code under the most current ICD code structure made by a Physician who specializes in the condition for which benefits are being claimed: (1) based upon the use of clinical and/or laboratory investigations as supported by the Insured Person's medical records; and (2) meeting any Diagnostic Requirements set forth in this Policy for Line of Duty Cancer. The disease or infirmity shall be presumed to have been caused by or to have resulted from the work performed. This presumption shall be rebuttable by evidence meeting judicial standards.

Employer means a state board, commission, department, division, bureau or agency, or a county, municipality, or other political subdivision of the state.

Firefighter means an individual employed as a full-time firefighter within the fire department or public safety department of an Employer whose primary responsibilities are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.

Lifetime Maximum Benefit means the maximum dollar amount this Policy and any attached riders will pay in benefits to an Insured Person during his or her lifetime. The Lifetime Maximum Benefit does not apply to the Line of Duty Cancer Death Benefit.

Line of Duty Cancer means: Bladder cancer, Brain cancer, Breast cancer, Cervical cancer, Colon cancer, Esophageal cancer, Invasive skin cancer, Kidney cancer, Large intestinal cancer, Lung cancer, Malignant melanoma, Mesothelioma, Multiple myeloma, Non-Hodgkin's lymphoma, Oral cavity and pharynx cancer, Ovarian cancer, Prostate cancer, Rectal cancer, Stomach cancer, Testicular cancer, Thyroid cancer.

LINE OF DUTY CANCER BENEFITS OFFERED:

		Benefit Amount:
Line of Duty Cancer Initial Diagnosis Benefit		\$25,000 Lump Sum
Line of Duty Cancer Expense Reimbursement Benefit	Up to	Not Taken
Line of Duty Cancer Additional Diagnosis Benefit	Up to	Not Taken
Line of Duty Cancer Recurrence Diagnosis Benefit	Up to	Not Taken
Lifetime Maximum Benefit		\$50,000
Line of Duty Cancer Death Benefit - Classes 1 and 3 Only		\$75,000 Lump Sum
Line of Duty Cancer Death Benefit - Classes 2 and 4 Only		Not Taken

Line of Duty Cancer Initial Diagnosis Benefit

If, while coverage under this Policy is in force, an Insured Person is Diagnosed with Line of Duty Cancer, by a Physician in the medical specialty appropriate for the type of cancer Diagnosed, the Company will pay the Benefit Amount shown in the Schedule of Benefits subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions.

Once a Line of Duty Cancer has been so Diagnosed and an Initial Diagnosis Benefit has become payable to an Insured Person, no benefits are payable to that Insured Person with respect to a subsequently Diagnosed recurrence of the same Line of Duty Cancer or a subsequently Diagnosed separate Line of Duty Cancer.

Payment of benefits upon the Diagnosis of Line of Duty Cancer is subject to:

1. the Diagnosis is made while the Insured Person's coverage is in force under the Policy;
2. the Insured Person has been employed as a Firefighter with the Employer for at least five (5) continuous years; and
3. the Insured Person has not been employed in any other position in the five (5) years preceding Diagnosis which is proven to create a higher risk for any cancer.

If an Insured Person terminates employment with the Employer, the Line of Duty Cancer Initial Diagnosis Benefit is payable upon Diagnosis of Line of Duty Cancer for 10 years following the date on which the Firefighter terminates his or her employment.

After termination of employment, payment of benefits upon the Diagnosis of Line of Duty Cancer is subject to:

1. the Diagnosis is made while the Insured Person's coverage is in force under the Policy;
2. after termination of employment, the Insured Person continued coverage in the Employer-sponsored health plan or Employer-sponsored group health insurance trust fund;
3. after termination of employment, the Insured Person was not subsequently employed as a Firefighter;
4. prior to termination of employment, the Insured Person was employed as a Firefighter with the Employer for at least five (5) continuous years; and
5. the Insured Person has not been employed in any other position in the five (5) years preceding Diagnosis which is proven to create a higher risk for any cancer.

Line of Duty Cancer Expense Reimbursement Benefit

If, while coverage under this Policy is in force, an Insured Person is Diagnosed with Line of Duty Cancer and a Line of Duty Cancer Initial Diagnosis Benefit is payable under this Policy, the Company will pay the Benefit Amount shown in the Rider Schedule subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions. The Company will reimburse the following out-of-pocket expenses incurred by an Insured Person due to the treatment of Line of Duty Cancer: Deductible, Coinsurance, or Copayment. The Company shall not pay more than the Benefit Amount shown in the Rider Schedule for all out-of-pocket expenses resulting from the same Line of Duty Cancer.

In addition to any exclusions, conditions or limitations provided under the Policy, no Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. cosmetic surgery, except for reconstructive surgery needed as the result of a Line of Duty Cancer;
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that:
 - (a) are deemed by the Company to be experimental or investigational; and
 - (b) are not recognized and generally accepted medical practice in the United States;
3. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.

Line of Duty Cancer Additional Diagnosis Benefit

If, while coverage under this Policy is in force, an Insured Person is subsequently Diagnosed with a separate Line of Duty Cancer from the initial Line of Duty Cancer for which a Line of Duty Cancer Initial Diagnosis Benefit has been paid under this Policy, the Company will pay the Benefit Amount shown in the Policy Schedule of Benefits subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions.

Payment of benefits upon the Diagnosis of an additional Line of Duty Cancer is subject to the following:

1. The subsequently Diagnosed Line of Duty Cancer must be medically unrelated to the initial Line of Duty Cancer; and
2. The second date of Diagnosis must occur ninety (90) days or more after the initial date of Line of Duty Cancer Diagnosis.

Line of Duty Cancer Recurrence Diagnosis Benefit

If, while coverage under this Policy is in force, an Insured Person is subsequently Diagnosed with a recurrence of the same Line of Duty Cancer for which a Line of Duty Cancer Initial Diagnosis Benefit has been paid under this Policy, the Company will pay the Benefit Amount shown in the Policy Schedule of Benefits subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions.

Payment of benefits upon the recurrence of a Line of Duty Cancer is subject to the following:

1. The subsequent Diagnosis must occur ninety (90) days or more after the initial Line of Duty Cancer Diagnosis; and
2. The Insured Person has not had symptoms of or been treated for the Line of Duty Cancer during the ninety (90) days before the date of the subsequent Diagnosis. For the purposes of this Policy, "treatment free" means that all primary treatment for the initial Line of Duty Cancer (including chemo and radiation therapy) has been completed. Routine follow-up examinations and maintenance medications are not considered treatment; and
3. The Insured Person has been in complete remission prior to the date of the subsequent Diagnosis, as evidenced by the absence of all clinical, radiological, biological, and biochemical proof of the presence of the initial Line of Duty Cancer.

Line of Duty Cancer Death Benefit - Classes 1 and 3 Only

If, while coverage under this Policy is in force, an Insured Person dies as a result of Line of Duty Cancer or from circumstances that arise out of the treatment of Line of Duty Cancer, the Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to the Benefit Payment Conditions.

Payment of Line of Duty Cancer Death Benefit is subject to the following:

1. the death must occur while the Insured Person's coverage is in force under the Policy; and
2. acceptable proof must be provided to the Company, or its authorized claims payor, that such death was a result of Line of Duty Cancer or circumstances that arise out of the treatment of the Line of Duty Cancer.

Line of Duty Cancer Death Benefit - Classes 2 and 4 Only

If, an Insured Person is diagnosed with a Line of Duty Cancer for which a Line of Duty Cancer Initial Diagnosis Benefit is payable, and he or she subsequently dies as a result of the Line of Duty Cancer or from circumstances that arise out of the treatment of the Line of Duty Cancer, the Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to the following Benefit Payment Conditions.

Payment of Line of Duty Cancer Death Benefit is subject to the following:

1. the death must occur while the Insured Person's coverage is in force under the Policy;
2. the death must occur within 10 years of diagnosis of Line of Duty Cancer; and
3. acceptable proof must be provided to the Company, or its authorized claims payor, that such death was a result of Line of Duty Cancer or circumstances that arise out of the treatment of the Line of Duty Cancer.

An Insured Person is eligible for benefits under this policy as an alternative to pursuing workers' compensation benefits under chapter 440. If the Insured Person is already paid workers' compensation benefits under chapter 440 they will not be eligible for benefits under this policy.

Coverage provided may not embody all benefits afforded to a Firefighter under Section 112.1816, F.S.

Please direct all inquiries to Allen Durham at United Badges Insurance Services | adurham@unitedbadges.com | 850-841-9992

[Please return this form to us to request coverage.](#)

The coverage described in this proposal is underwritten by AXIS Insurance Company. This proposal outlines in general some of the important features of the proposed insurance program. The controlling provisions will be in the Policy, and this proposal is not intended in any way to modify the provisions or their meanings. The policy will be subject to the laws of Florida. This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA.

This program is administered by Provident, PO Box 11588, Pittsburgh, PA 15238.

Please visit www.providentins.com to learn more about us.

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for the City's Retirement Plans.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: Quote Letter, Speciman Endorsements

APPROVED BY: Michael Pleus, City Manager, July 9, 2024

SUMMARY/HIGHLIGHT:

Brown and Brown (BB) is the City's Agent of Record (AOR) insurance agent. The City annually purchases various lines of insurance coverage through BB. This specific line of coverage is called wrap plus from the Travelers Company. This insurance is for designated benefits plans and fiduciary liability coverage.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total cost for coverage for FY- 2024-2025 is \$14,561.00. The budget for FY 2024-2025 includes \$15,000.00 for this coverage.

RECOMMENDATION:

It is recommended the City Commission approve the contract and authorize the City Manager to sign it.

BACKGROUND/DISCUSSION:

The City has six retirement plans and has been with the Travelers for many years. The plans: Senior Director 401a, General Employee 401a, 457, General Employee, Police and Fire Defined Benefits plans. This policy is for fiduciary liability coverage for these plans. The policy has been reviewed by the City's pension attorney.



Sean McCann
PO Box 2950
Hartford, CT 06104-2950
Phone: (407) 388-3262
Fax: (800) 330-3109
Email: SPMCCANN@travelers.com

June 13, 2024

THERESE BOWEN
BROWN & BROWN INS SVCS
300 N BEACH ST

RE: Benefit Plan: CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN
120 S FLORIDA AVE,
DELAND, FL 32720

Insurance Representative: MARK HAYWARD
120 S FLORIDA AVE
DELAND, FL 32720

Expiring Policy Number: 106181747
Policy Period: October 1, 2024 to October 1, 2025

Dear THERESE BOWEN:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online[®], the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Sean McCann

Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

LIABILITY COVERAGES:

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
Designated Benefit Plan Fiduciary Liability	\$3,000,000 for all Claims	N/A	\$15,000(A) for each Claim under Insuring Agreement A	10/01/2001	10/01/2001

TOTAL ANNUAL PREMIUM - \$14,561.00

(Other term options listed below, if available)

COVERAGE DETAILS:

Settlement Program Limit of Liability:	\$100,000 for each Settlement Program Notice , which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability
HIPAA Limit of Liability:	\$100,000 which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability
502(c) Penalties Limit of Liability:	\$100,000 which amount is included within, and not in addition to, any applicable Designated Benefit Plan Fiduciary limit of liability

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Liability Coverages:

Additional Premium Percentage:	75%
Additional Months:	12

Run-Off Extended Reporting Period for Liability Coverages:

Additional Premium Percentage:	N/A
Additional Months:	N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

ANNUAL REINSTATEMENT:

Liability Coverage Limit of Liability: N/A

PREMIUM DETAIL:

Total Premium includes Waiver of Recourse Premium of \$100 per annual term, paid from funds other than plan assets.

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$14,561.00	\$0.00	\$0.00	\$14,561.00	\$14,561.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

DBP-15001-1112	Designated Benefit Plan Fiduciary Liability Coverage Declarations
DBP-16001-1112	Designated Benefit Plan Fiduciary Liability Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-19029-0719	Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920	Federal Terrorism Risk Insurance Act Disclosure Endorsement

DBP-17009-1112	Florida Changes Endorsement
DBP-17055-1112	Table of Contents Florida
DBP-19001-1112	Designation of Insurance Representative Endorsement
DBP-19002-1112	Waiver of Recourse Endorsement
DBP-19003-1112	Governmental Plan Endorsement
DBP-19025-1112	Addition of Specified Benefit Plan Endorsement
DBP-19083-0315	Global Coverage Compliance Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

1 none

COMMISSION: 15.00%

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY

RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.



PO Box 2950
Hartford, CT 06104-2950

Toll-Free ERISA HelpLine

As part of the services provided through Risk Management PLUS+ Online®, Travelers Bond & Specialty Insurance is pleased to provide its Fiduciary Liability policyholders with access to the ERISA HelpLine, a toll-free hotline designed for quick, practical guidance on day-to-day workplace issues.

To utilize the HelpLine, call **1-888-401KLAW (1-888-401-5529)**.

Through the ERISA HelpLine, policyholders are eligible for a consultation with an ERISA attorney from the law firm of Jackson Lewis P.C. at no charge. Jackson Lewis P.C., one of the largest law firms in the country, is exclusively dedicated to representing management on workplace issues. With more than 950 attorneys throughout the U.S. and Puerto Rico, the firm has both a recognized expertise in workplace-related issues and a dedicated ERISA practice.

The ERISA HelpLine is designed to provide general guidance on issues relating to employee benefits and ERISA law. From reviewing potential compliance pitfalls to defending employers and plan sponsors in adversary proceedings and appeals under internal agency procedures, attorneys from Jackson Lewis P.C. are there to help you. The ERISA HelpLine is available toll-free from anywhere in the United States.

We encourage policyholders to take advantage of this no-cost hotline. For more information about the hotline, go to www.rmplusonline.com/ERISAHelpLine.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, and its property casualty affiliates, PO Box 2950, Hartford, CT 06104-2950.



**PO Box 2950
Hartford, CT 06104-2950**

May 20, 2024

CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN
120 S FLORIDA AVE,
DELAND, FL 32720

Re: Important Information about **Claims Information Line**

Dear CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



P.O. Box 2950
Hartford, CT 06104-2950

5/20/2024

CITY OF DELAND GENERAL EMPLOYEES RETIREMENT PLAN

120 S FLORIDA AVE,
DELAND, FL 32720

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP120000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183

(866) 904.8348

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Florida Insurer Contact Information Notice

For information about this policy, contact the insurance agent or broker listed in the policy. If additional information is needed, contact Travelers at the following address:

Travelers
P.O. Box 2950
Hartford, Connecticut 06104-2950

Or call Travelers at 800.328.2189

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

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This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability

It is agreed that:

The following is added to the **Policy**:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106181747

DBP-17055 Ed. 11-12

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SPECIMEN - QUOTE 1

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DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGE

**THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ ALL TERMS CAREFULLY.**

I. INSURING AGREEMENTS

- A.** The Company will pay on behalf of the **Insured, Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Act**.
- B.** The Company will pay on behalf of the **Insured, Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice**; provided that participation by the **Insured** in any **Settlement Program** commences during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

II. DEFINITIONS

Wherever appearing in this **Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this section II. DEFINITIONS:

- A.** **Additional Defense Limit of Liability** means the amount set forth in ITEM 5 of the Declarations. If “*Not Applicable*” is selected for the **Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from this **Policy**.
- B.** **Administration** means:
 - 1. giving counsel, advice, or notice to participants or beneficiaries with respect to a **Benefit Plan**;
 - 2. interpreting a **Benefit Plan**;
 - 3. handling records in connection with a **Benefit Plan**; or
 - 4. effecting enrollment, termination or cancellation of participants or beneficiaries under a **Benefit Plan**.
- C.** **Annual Reinstatement of the Limit of Liability** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable limit of liability for each **Policy Year** during the **Policy Period**.
- D.** **Application** means the application deemed to be attached to and forming a part of this **Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Policy** will waive or change any of the terms, conditions and limitations of this **Policy**.
- E.** **Benefit Plan** means only those plans or trusts set forth in ITEM 1 of the Declarations or those plans or trusts designated within an endorsement to this **Policy**.
- F.** **Benefit Plan Committee** means any committee of the **Benefit Plan**, including any **Benefit Plan** investment or administration committee, that is established by the **Benefit Plan** and that is comprised entirely of **Insured Persons**.

- G. *Benefit Plan Official*** means a natural person officer, including any executive director or functional equivalent thereof; member of the board of trustees; in-house risk manager; or in-house general counsel of the **Benefit Plan**.
- H. *Change of Control*** means:
1. the full assumption of fiduciary responsibilities or **Administration**, with respect to a **Benefit Plan** by one or more other persons or entities; or
 2. the acquisition of a **Benefit Plan**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of a **Benefit Plan** into or with another entity or employee benefit plan such that the **Benefit Plan** is not the surviving entity.
- I. *Claim*** means:
1. a written demand for monetary damages or non-monetary relief;
 2. a civil proceeding commenced by service of a complaint or similar pleading;
 3. a criminal proceeding commenced by filing of charges;
 4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, including a fact-finding investigation by the Department of Labor or the Pension Benefit Guaranty Corporation;
 5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
 6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,
- against an **Insured** for a **Wrongful Act**.
- A **Claim** will be deemed to have been made on the earliest date written notice thereof is received by an **Insured**.
- J. *Defense Expenses*** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.
- K. *HIPAA*** means the Health Insurance Portability and Accountability Act of 1996, as amended.
- L. *Insurance Representative*** means the entity or person so designated by endorsement to this **Policy**.
- M. *Insured*** means:
1. the **Insured Persons**;
 2. any **Benefit Plan**; and
 3. any **Benefit Plan Committee** in its capacity as a fiduciary or trustee of a **Benefit Plan**, or in its **Administration** of a **Benefit Plan**.

- N. *Insured Person*** means any natural person who was, is now or becomes a trustee; committee member; officer; in-house general counsel; or employee of a **Benefit Plan**, but only while acting in his or her capacity as a fiduciary of a **Benefit Plan** or as a person performing **Administration**.
- In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.
- O. *Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this **Policy**, **Settlement Fees**. **Loss** does not include:
1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; **Section 502(c) Penalties**; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of **HIPAA**); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;
 2. payment of medical benefits, pension benefits, severance, or any other benefit provided under a **Benefit Plan** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:
 - a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or
 - b. that portion of any damage, settlement or judgment covered as **Loss** under this **Policy** that represents a loss to any **Benefit Plan**, or loss to any account of a participant in any **Benefit Plan**, by reason of a change in value of any investments held by such **Benefit Plan** or such account, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or
 3. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION, of this **Policy**.
- P. *Policy*** means, collectively, the Declarations, the **Application**, this Designated Benefit Plan Fiduciary Liability Coverage, and any endorsements attached hereto.
- Q. *Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 3 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Policy**.
- R. *Policy Year*** means:
1. the period of one year following the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof; and
 2. the time between the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Policy** if such time period is less than one year.
- S. *Pollutant*** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- T. **Potential Claim** means any **Wrongful Act** that may subsequently give rise to a **Claim**.
- U. **Related Wrongful Act** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.
- V. **Section 502(c) Penalties** means civil penalties imposed on any **Insured** pursuant to Section 502(c) of the Employee Retirement Income Security Act of 1974, as amended.
- W. **Settlement Fees** mean any fees, penalties or sanctions imposed by law under a **Settlement Program** that any **Insured** becomes legally obligated to pay as a result of a **Wrongful Act**. **Settlement Fees** will not include any costs or expenses other than such fees, penalties or sanctions.
- X. **Settlement Program** means any voluntary compliance resolution program or similar voluntary settlement program, administered by the Internal Revenue Service or Department of Labor of the United States, including the Employee Plans Compliance Resolution System, the Self Correction Program, the Audit Closing Agreement Plan, the Delinquent Filer Voluntary Compliance program, and the Voluntary Fiduciary Correction program, entered into by a **Benefit Plan**.
- Y. **Settlement Program Notice** means a prior written notice to the Company by the **Insured** of the **Insured's** intent to enter into a **Settlement Program**.
- Z. **Wrongful Act** means:
1. any actual or alleged breach of fiduciary duty by or on behalf of the **Insured** with respect to any **Benefit Plan**, including:
 - a. any actual or alleged breach of duties, obligations and responsibilities imposed by the Employee Retirement Income Security Act of 1974, as amended, COBRA, **HIPAA**, or by any similar or related federal, state, local, or foreign law or regulation, in the discharge of the **Insured's** duties with respect to a **Benefit Plan**; or
 - b. any other matter claimed against an **Insured** solely because of the **Insured's** status as a fiduciary of a **Benefit Plan**; or
 2. any actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the **Administration** of a **Benefit Plan**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Policy**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, or humiliation.
3. The Company will not be liable for **Loss** for any **Claim**:
 - a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;

- b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**, or
- c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided this exclusion will not apply to any **Claim** by or on behalf of a beneficiary of, or participant in, any **Benefit Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Benefit Plan** in any organization if such diminution in value is allegedly as a result of a **Pollutant**.

- 4. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, other than a **Benefit Plan**, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
- 5. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation other than COBRA, **HIPAA** or the Employee Retirement Income Security Act of 1974, including amendments thereto and regulations promulgated thereunder or any similar common or statutory law.
- 6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.
- 7. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Benefit Plan Official** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Policy**.
- 8. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 3 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Policy** is a direct renewal or replacement or which it succeeds in time.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

- 1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
 - a. committing any intentionally dishonest or fraudulent act or omission;
 - b. committing any willful violation of any statute, rule, or law; or
 - c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any

statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
3. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim**:
 - a. based upon or arising out of the failure to collect from employers any contributions owed to a **Benefit Plan**, unless the failure is the result of a negligence by any **Insured**; or
 - b. for the return of any contributions to any employer if such amounts are or could be chargeable to a **Benefit Plan**.

C. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT B

The Company will pay no **Settlement Fees** or **Defense Expenses** with respect to any **Claim** or investigation in connection with a **Settlement Program**, of which any **Insured** first became aware or received notice prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured** will be imputed to any other **Insured** to determine the application of any of the exclusions set forth in section III. EXCLUSIONS above.

V. CONDITIONS

A. TERRITORY

This **Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world, where legally permissible.

B. RETENTION

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under this **Policy**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under this **Policy**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under this **Policy**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

However, none of the Retention amounts set forth in ITEM 5 of the Declarations will apply to:

1. **Settlement Fees** under section I. INSURING AGREEMENTS, B., of this **Policy**;

2. **502(c) Penalties**; or
3. civil penalties under the privacy provisions of **HIPAA**.

C. LIMIT OF LIABILITY

1. Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Annual Reinstatement of the Limit of Liability**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under this **Policy** will not exceed the remaining Limit of Liability stated in ITEM 5 of the Declarations.

2. Settlement Program Limit of Liability

The Company's maximum limit of liability for all **Settlement Fees** and **Defense Expenses** in connection with each **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability. However, if ITEM 5 of the Declarations indicates that Additional Defense Coverage is applicable, **Defense Expenses** incurred in connection with a **Settlement Program Notice** will apply first to and reduce the remaining **Additional Defense Limit of Liability**; provided that the Settlement Program Limit of Liability will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

Furthermore, in the event a **Claim** covered under Insuring Agreement A. and a **Settlement Program Notice** covered under Insuring Agreement B. arise from the same facts, circumstances, situations, or events, the Company's maximum limit of liability under Insuring Agreement B. for the **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, but such limit will apply only to all **Settlement Fees** in connection with such **Settlement Program Notice**. In such an event, **Defense Expenses** incurred in connection with the **Claim** and the **Settlement Program Notice** will be subject to the Limit of Liability for each **Claim** stated in ITEM 5 of the Declarations.

3. HIPAA Limit of Liability

The Company's maximum limit of liability for all civil money penalties under the privacy provisions of **HIPAA** will not exceed the amount set forth in ITEM 5 of the Declarations as the HIPAA Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

4. 502(c) Penalties Limit of Liability

The Company's maximum limit of liability for all **Section 502(c) Penalties** will not exceed the amount set forth in ITEM 5 of the Declarations as the Section 502(c) Penalties Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

5. Annual Reinstatement of the Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining limit of liability stated in ITEM 5 of the Declarations; and

- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining limit of liability for the last **Policy Year** in effect at the time of the termination or cancellation of this **Policy** or the **Change of Control**.

6. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If the limit of liability is exhausted by the payment of amounts covered under this **Policy**, the premium for this **Policy** will be fully earned, all obligations of the Company under this **Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under this **Policy**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that this **Policy** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under this **Policy** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, the Limit of Liability. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the **Additional Defense Limit of Liability**:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

1. If Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by this **Policy**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. If Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations:
 - a. the Company will have no duty to defend any **Claim** covered by this **Policy**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by this **Policy** and the selection of appropriate defense counsel; and

- b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under this **Policy**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under this **Policy**.
3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under this **Policy**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. **INSURED'S DUTIES IN THE EVENT OF A CLAIM OR SETTLEMENT PROGRAM NOTICE**

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by a **Benefit Plan Official**. If a **Benefit Plan Official** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices of **Claims** and **Settlement Program Notices** must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim** or enter into a **Settlement Program**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses** or **Settlement Fees**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, **Settlement Fees**, assumed obligation or admission to which it has not consented.

G. **NOTICE OF POTENTIAL CLAIMS**

If an **Insured** first becomes aware of a **Potential Claim** during the **Policy Period**, and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt.

H. **RELATED CLAIMS**

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. **SETTLEMENT**

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of

settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Policy** for such **Claim** will not exceed the remaining applicable limit of liability.

J. **MERGER OF PLANS**

If, during the **Policy Period**, a **Benefit Plan** is merged with another **Benefit Plan**, this **Policy** will continue to provide coverage for both plans, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**.

If, during the **Policy Period**, a **Benefit Plan** ("Covered Plan") is merged with another benefit plan for which coverage is not provided under this **Policy** ("Uncovered Plan"), this **Policy** will continue to provide coverage for only the Covered Plan, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**, but only for **Claims** for **Wrongful Acts** which occurred prior to the date of such merger.

K. **CHANGE OF CONTROL**

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Policy** may not be canceled by or on behalf of any **Insured** and the entire premium for the **Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Insurance Representative** will have the right to give the Company notice that the **Insured** desires to purchase a Run-Off Extended Reporting Period for this **Policy** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by this **Policy**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability;
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**; and
3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Run-Off Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Run-Off Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Run-Off Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty

(30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy** will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Insured** will have the right to purchase the Extended Reporting Period under the terms of section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy**.

L. TERMINATION OF PLAN

If before or during the **Policy Period** any **Benefit Plan** is terminated, this **Policy** will provide coverage for such plan, subject to all other terms, conditions and limitations of this **Policy** for so long as this **Policy** remains in effect as to the **Insureds**.

M. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of this **Policy** for any reason other than nonpayment of premium, the **Insurance Representative** may give the Company written notice that the **Insured** desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by this **Policy**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability;
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation; and
3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of such termination or nonrenewal.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

N. SUBROGATION

In the event of payment under this **Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

O. RECOURSE

Unless such right is waived by an endorsement to this **Policy**, the Company will have the right of recourse pursuant to Section 410(b)(1) of the Employee Retirement Income Security Act of 1974, as amended, against any **Insured** that breaches a fiduciary obligation if this **Policy** is purchased using assets of the **Benefit Plan**.

P. RECOVERIES

All recoveries from third parties for payments made under this **Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;
3. third, to the Company to reimburse the Company for the amount paid hereunder; and
4. fourth, to the **Insured** in satisfaction of any applicable Retention;

provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

Q. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

R. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under this **Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Policy** and also loss that is not covered by this **Policy** because such **Claim** includes both covered and uncovered matters, then such covered **Loss** and uncovered loss will be allocated as follows:
 - a. one hundred percent (100%) of **Defense Expenses** incurred by and on behalf of the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
 - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In making such a determination, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then

the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under this **Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Policy** and also loss that is not covered by this **Policy** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

S. CANCELLATION

The Company may cancel this **Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Insurance Representative**, unless payment in full is received within twenty (20) days of the **Insurance Representative's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

Subject to the provisions set forth in section III. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insured** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. In the event the **Insurance Representative** cancels, the earned premium will be computed on a pro-rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 3 of the Declarations.

T. OTHER INSURANCE

This **Policy** will apply only as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Policy** by reference in such other policy to the Policy Number of this **Policy**. This **Policy** will not be subject to the terms of any other insurance.

U. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Policy**.

No person or organization has any right under this **Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

V. CHANGES

Only the **Insurance Representative** is authorized to make changes in the terms of this **Policy** and solely with the Company's prior written consent. This **Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or

change to any part of this **Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Policy** issued by the Company.

W. ASSIGNMENT

This **Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

X. REPRESENTATIONS

By acceptance of the terms set forth in this **Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue, this **Policy** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 3 of the Declarations, that the statement or representation was untrue;
2. any **Benefit Plan**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Benefit Plan**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Policy**, contained any such untrue statement or representation.

Y. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Policy** was issued, to make any changes in the form of this **Policy**, by which the insurance afforded by this **Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

Z. AUTHORIZATION

By acceptance of the terms herein, the **Insurance Representative** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Insurance Representative**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Policy**.

AA. ENTIRE AGREEMENT

This **Policy**, including the Declarations, the **Application**, and any endorsements attached hereto, constitutes the entire agreement between the Company and the **Insured**.

BB. HEADINGS

The titles of the various paragraphs of this Policy and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATION OF INSURANCE REPRESENTATIVE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

For all relevant purposes under the **Policy**, the **Insurance Representative** is MARK HAYWARD.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106181747

DBP-19001 Ed. 11-12

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RECOURSE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

In consideration of a separate premium paid to the Company from funds other than from assets of a **Benefit Plan**, the Company waives the right of recourse provided by section **V. CONDITIONS, O. RECOURSE**, of the **Policy**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 106181747

GOVERNMENTAL PLAN ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following replaces section **II. DEFINITIONS, I. Claim**:

I. Claim means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**.

A **Claim** will be deemed to have been made when such **Claim** is first commenced as set forth in this definition or, in the case of a written demand, when such written demand is first received by an **Insured**.

2. The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:

- a. any investment in debt obligations of the state set forth in ITEM 1 of the Declarations, or in debt obligations of any political or governmental agency in such state; or
- b. the inadequate funding of the **Benefit Plan**.

3. Section **V. CONDITIONS, O. RECOURSE**, is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 106181747

ADDITION OF SPECIFIED BENEFIT PLAN ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

The following is added to section *II. DEFINITIONS, E. Benefit Plan*:

Benefit Plan also means the plans or trusts set forth in the Specified Benefit Plan Schedule below.

Specified Benefit Plan Schedule

Police Officers Retirement Trust Fund
Firefighters Retirement Trust Fund
Nationwide 457 Plan
Nationwide 401A DC Plan

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106181747

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

2. The following replaces section **V. CONDITIONS, A. TERRITORY**:

A. TERRITORY AND VALUATION

1. This **Policy** applies anywhere in the world; provided, this **Policy** does not apply to **Loss** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

3. The following is added to section **V. CONDITIONS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section V. CONDITIONS, E. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, then this section V. CONDITIONS, E. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section V. CONDITIONS, R. ALLOCATION, 2.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106181747**

DBP-19083 Ed. 03-15

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FLORIDA CHANGES ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following replaces section **II. DEFINITIONS, O. Loss**:
 - O. Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award, for which an **Insured** is vicariously liable; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this **Policy**, **Settlement Fees**, but only to the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such **Settlement Fees** are insurable under the laws of that jurisdiction. **Loss** does not include:
 1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; **Section 502(c) Penalties**; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of **HIPAA**, but only to the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such **Settlement Fees** or civil penalties are insurable under the laws of that jurisdiction; provided that the funds or assets of the pension scheme will not be used to fund, pay or reimburse the premium for this coverage or any portion thereof); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;
 2. payment of medical benefits, pension benefits, severance, or any other benefit provided under a **Benefit Plan** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:
 - a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or
 - b. that portion of any damage, settlement or judgment covered as **Loss** under this **Policy** that represents a loss to any **Benefit Plan**, or loss to any account of a participant in any **Benefit Plan**, by reason of a change in value of any investments held by such **Benefit Plan** or such account, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or
 3. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION, of this **Policy**.

To the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida, **Loss** includes coverage for direct or vicarious

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106181747

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punitive or exemplary damages, or the multiple portion of any multiplied damage award, incurred by the **Insureds**, if such damages are insurable under the laws of that jurisdiction.

2. The following is deleted from the third paragraph of section **V. CONDITIONS, K. CHANGE OF CONTROL**:

The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

3. The following is deleted from the second paragraph of section **V. CONDITIONS, M. EXTENDED REPORTING PERIOD**:

The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

4. The following replaces section **V. CONDITIONS, S. CANCELLATION**:

S. CANCELLATION

The Company may cancel this **Policy** for failure to pay a premium when due, in which case written notice, including the reason for cancellation, will be given to the **Insurance Representative** at least 20 days before the effective date of such cancellation, unless payment in full is received within 20 days of the **Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

Subject to the provisions set forth in section V. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insureds** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. The Company will refund any unearned premium computed on a pro-rata basis if this **Policy** is canceled by the **Insurance Representative** on behalf of the **Insureds**. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company will mail any unearned premium within 15 working days after the effective date of termination.

The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice to that effect, including the reason for nonrenewal, at least 45 days before the Expiration Date set forth in ITEM 3 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re Utility Service Agreement for Stor-All Volusia, Located at 2995 South Woodland Boulevard.

DEPARTMENT: Utilities

PREPARED BY: Whitney Zittle, Project Cord.

ATTACHMENTS: Stor All Volusia USA 2024

APPROVED BY: Michael Pleus, City Manager, July 9, 2024

SUMMARY/HIGHLIGHT:

The Stor-All Volusia commercial project will be located at 2995 S. Woodland Blvd on the NE side of the intersection of South Woodland Blvd and FL-472. 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 storage project once completed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Stor-All Volusia

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
STOR-ALL VOLUSIA**

THIS AGREEMENT is entered into this ____ day of _____, 2024, between the City of DeLand (City) and STOR-ALL DeLand, LLC (Developer) regarding utility service for the, STOR-ALL Volusia 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 2995 S. Woodland Blvd, DeLand, FL. on the North East side of the intersection of South Woodland Blvd and FL-472 and described as:

TAX PARCEL NUMBERS

7033-02-00-0010

33 17 30 LOT 1 EXC ST RD 15 A JAMES C JONES SUB MB 9 PG 299
& INC ADJ S 3/4 OF NE 1/4 OF SW 1/4 E OR STATE RD ROW PER OR
4231 PG 4933 PER OR 5687 PG 1217 PER OR 6328 PG 2557 PER OR

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

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

- Connect to existing water main at 8" Gate Valve, and install (4) 8" Gate Valves, (4) 8" 45-degree fittings, (1) 8" x 8" Cross fitting, (1) Fire Hydrant and approximately 600 LF +/- of 8" C900 PVC or HDPE Piping. The City will maintain the hydrant and the water main from the connection point in the right of way up to the meter and Double Detector Check.
- All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services beyond meter will be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

- All connections to City facilities shall be made at Developer's expense. All water meters 2" and below will be installed by the City at the Developer's expense.

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, STOR-ALL Volusia, 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.

STOR-ALL DeLand, LLC

CITY OF DELAND

Name: _____
Title: _____

Christopher M. Cloudman
Mayor

ATTEST:

ATTEST:

Name: _____
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 _____ 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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024 by _____, the _____ of STOR-ALL DeLand, LLC who is ☐ personally known to me or ☐ who has produced, _____ as identification.

Notary Public - State of Florida

Name: _____
My Commission expires: _____

Contact Information:

OWNER:

JOHN ANDERSON
STOR-ALL DELAND, LLC
141 SE 1ST STREET
DEERFIELD BEACH, FL 33441
P: 954-421-1196
JOHNA@STOR-ALL.COM

ARCHITECT:

FELIX PARDO, AIA, ASID, CSI
FELIX PARDO & ASSOCIATES, INC.
2100 SALZEDO STREET, SUITE 303
CORAL GABLES, FL 33134
P: 305-445-4555
FPARDO@FPADESIGN.COM

CIVIL ENGINEER:

SELBY G. WEEKS, P.E.#56991
KLIMA WEEKS CIVIL ENGINEERING, INC.
385 DOUGLAS AVENUE, SUITE 2100
ALTAMONTE SPRINGS, FLORIDA 32714
P: 407-478-8750
SWEEKS@KLIMAWEEKS.COM

SURVEYOR:

MATTHEW KNEELAND, P.S.M.
MRIC SPATIAL, LLC
701 HOWARD AVE., SUITE 106-320
TAMPA, FL 33606
P: 813-515-0821
INFO@CRESURVEYS.COM

LANDSCAPE ARCHITECT:

KATY MAGLEY
MAGLEY DESIGN
1817 E WASHINGTON STREET
ORLANDO, FLORIDA 32803
P: 407-719-3144
KATYMAGLEY@MAGLEYDESIGN.COM

GEOTECH:

CHUCK CUNNINGHAM, P.E.
ARDAMAN & ASSOCIATES, INC
8008 S. ORANGE AVENUE
ORLANDO, FL 32809
P: 407-855-3860
CCUNNINGHAM@ARDAMAN.COM

ELECTRICAL ENGINEER:

ALEJANDRO FRANYIE
FRANYIE ENGINEERS INC.
10610 NW 27TH STREET
MIAMI, FL 33172
P: 305-592-1360
INFO@FRANYIE.COM

Utility Contact:

ELECTRIC SERVICE:

DUKE ENERGY
1150 GREENWOOD BLVD
LAKE MARY, FLORIDA 32746
LAKE BUENA VISTA, FLORIDA 32830
P: 407-629-1010

WATER & SEWER SERVICE:

JIM AILES
CITY OF DELAND
102 S. FLORIDA AVENUE
DELAND, FLORIDA 32720
PHONE: 386-626-7253

TELEPHONE/CABLE SERVICE:

JERROLD KAISER
CHARTER COMMUNICATIONS
3316 BRESLAY DR
VIERA, FLORIDA 32940
P: 321-338-1928

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re Award of Bid for East Regional Force Main A-1 & A-2 Construction.

DEPARTMENT: Utilities

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

ATTACHMENTS: B2409Tabulation, Recommendation of Award 062024

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

On February 7, 2022, the City Commission authorized Mead & Hunt to design the East Regional Force Main Part A project. The plans and specifications were completed recently and the project was put out to bid. Bids were opened on June 13, 2024 for this project. This project will provide services to construct and install the necessary piping, fittings, structures, flushing, testing, extension of reclaimed line down Garfield to the new wastewater plant site, pressure testing, and restoration work that will be required.

This project will redirect the force main flow from the New Hampshire force main from the south side of DeLand to the new connection at the Eastside Master Sewage Station at the Wiley M. Nash WWTP for the new tankage expansion. In addition, the line will head north on Garfield and east on Voorhis to Blue Lake, with future phases connecting up to the SR44 Roundabout area and eventually extend out to the Airport Master Lift Stations.

Funds for the construction were budgeted in the Utility Enterprise funds for fiscal year 22/23, but the project was delayed until the WWTP Expansion funding was worked out. I was advised by Finance that the project could be bid out in order to gather pricing and that award of either base or base and alternate would be determined at that time. The project was advertised for bid via the local newspaper and the internet-based Demand Star System. Bids were received from four firms and the results are presented in the attached bid tabulation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

A total of \$4,300,000.00 was included in the original Water and Sewer Fund FY 23-24 fiscal year budget for this project. However, a subsequent budget amendment zeroed it out. Award to the lowest bidder, TB Landmark, will result in an obligation of (A1) base bid of \$4,194,419.00. Bid documents for this project require that the Contractor supply all materials needed for this job. Funds are currently available in Wastewater Trust Fund revenues and reserves to cover the expense of this project. A future budget amendment will be presented to the City Commission for approval for this project.

RECOMMENDATION:

Staff recommends that the City Commission award the East Regional Force Main construction project to TB Landmark in the amount of \$4,194,419.00.

BACKGROUND/DISCUSSION:

This is an important part of the wastewater collection system master planning effort. It will improve efficiency and capacity within the existing sewage collection system and provide future availability and capacity for new development activity in the north and east quadrants of the City's service area. It will support flow diversion from the gravity by collecting flow from existing interceptor force mains and provide future points of connection for new development.

B-24-09 / East Side Regional Force Main (Part A1)

Tabulation

ITEM #	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		DBE Utility Services		Quality Enterprises USA, Inc.		TB Landmark Construction, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1-1	Mobilization / Demobilization	1	LS	\$169,500.00	\$169,500.00	\$217,500.00	\$217,500.00	\$712,000.00	\$712,000.00	\$143,099.00	\$143,099.00
A1-2	Clearing and Grubbing	1	LS	\$40,325.00	\$40,325.00	\$36,000.00	\$36,000.00	\$47,024.00	\$47,024.00	\$10,450.00	\$10,450.00
A1-3	Pre-Construction Video	1	LS	\$3,720.00	\$3,720.00	\$3,300.00	\$3,300.00	\$2,440.00	\$2,440.00	\$7,862.00	\$7,862.00
A1-4	Field Locate and Expose Existing Utilities	1	LS	\$23,300.00	\$23,300.00	\$22,900.00	\$22,900.00	\$7,005.00	\$7,005.00	\$30,337.00	\$30,337.00
A1-5	Furnish and Install C-900 PVC										
	a) 4"	60	LF	\$39.00	\$2,340.00	\$207.50	\$12,450.00	\$99.00	\$5,940.00	\$248.00	\$14,880.00
	b) 6"		LF								
	c) 10"	50	LF	\$114.00	\$5,700.00	\$685.00	\$34,250.00	\$264.00	\$13,200.00	\$965.00	\$48,250.00
	d) 12"	100	LF	\$123.00	\$12,300.00	\$310.00	\$31,000.00	\$190.00	\$19,000.00	\$417.00	\$41,700.00
	e) 16"	25	LF	\$230.00	\$5,750.00	\$275.00	\$6,875.00	\$273.00	\$6,825.00	\$297.00	\$6,825.00
	f) 18"	12	LF	\$390.00	\$4,680.00	\$412.50	\$4,950.00	\$505.00	\$6,060.00	\$1,132.00	\$13,584.00
	g) 20"	200	LF	\$165.00	\$33,000.00	\$450.00	\$90,000.00	\$385.00	\$77,000.00	\$521.00	\$104,200.00
	h) 24"	275	LF	\$240.00	\$66,000.00	\$1,233.00	\$339,075.00	\$931.00	\$256,025.00	\$1,338.00	\$367,950.00
A1-6	Furnish and Install Fusible PVC Force Main by HDD										
	a) 24"		LF								
A1-7	Furnish and Install HDPE (DR 11) Force Main by HDD										
	a) 4"	1200	LF	\$69.00	\$82,800.00	\$40.00	\$48,000.00	\$75.00	\$90,000.00	\$60.00	\$72,000.00
	b) 10"	2500	LF	\$109.50	\$273,750.00	\$117.00	\$292,500.00	\$143.00	\$357,500.00	\$103.00	\$257,500.00
	c) 20"	1600	LF	\$253.00	\$404,800.00	\$275.00	\$440,000.00	\$294.00	\$470,400.00	\$224.00	\$358,400.00
	d) 24"	6400	LF	\$330.00	\$2,112,000.00	\$364.20	\$2,330,880.00	\$356.00	\$2,278,400.00	\$269.00	\$1,721,600.00
A1-8	Gate Valves and Valve Boxes										
	a) 4"	4	EA	\$2,580.00	\$10,320.00	\$2,875.00	\$11,500.00	\$4,294.00	\$17,176.00	\$2,708.00	\$10,832.00
	b) 6"		EA								
	c) 8"	3	EA	\$3,870.00	\$11,610.00	\$4,025.00	\$12,075.00	\$3,566.00	\$10,698.00	\$3,722.00	\$11,166.00
	d) 10"	4	EA	\$5,300.00	\$21,200.00	\$5,360.00	\$21,440.00	\$8,169.00	\$32,676.00	\$4,800.00	\$19,200.00
	e) 12"	3	EA	\$6,330.00	\$18,990.00	\$6,270.00	\$18,810.00	\$5,869.00	\$17,607.00	\$6,012.00	\$18,036.00
	f) 16"	2	EA	\$12,840.00	\$25,680.00	\$9,550.00	\$19,100.00	\$10,163.00	\$20,326.00	\$9,478.00	\$18,956.00
	g) 18"	2	EA	\$22,200.00	\$44,400.00	\$19,335.00	\$38,670.00	\$44,625.00	\$89,250.00	\$18,150.00	\$36,300.00
	h) 20"	3	EA	\$22,850.00	\$68,550.00	\$20,120.00	\$60,360.00	\$22,408.00	\$67,224.00	\$18,390.00	\$55,170.00
	i) 24"	9	EA	\$30,200.00	\$271,800.00	\$28,565.00	\$257,085.00	\$28,506.00	\$256,554.00	\$25,047.00	\$225,423.00
A1-9	Air-Release Valve Assembly (2-inch)	5	EA	\$6,400.00	\$32,000.00	\$10,800.00	\$54,000.00	\$9,810.00	\$49,050.00	\$20,545.00	\$102,725.00
A1-10	Tie-Ins										
	a) 4"	1	EA	\$10,320.00	\$10,320.00	\$9,100.00	\$9,100.00	\$9,983.00	\$9,983.00	\$12,250.00	\$12,250.00
	b) 6"		EA								
	c) 8"	1	EA	\$12,300.00	\$12,300.00	\$11,160.00	\$11,160.00	\$10,523.00	\$10,523.00	\$9,430.00	\$9,430.00
	d) 10"	1	EA	\$22,230.00	\$22,230.00	\$14,900.00	\$14,900.00	\$10,870.00	\$10,870.00	\$16,110.00	\$16,110.00
	e) 12"	1	EA	\$19,800.00	\$19,800.00	\$11,660.00	\$11,660.00	\$11,147.00	\$11,147.00	\$15,880.00	\$15,880.00
	f) 16"	1	EA	\$3,760.00	\$3,760.00	\$7,950.00	\$7,950.00	\$15,138.00	\$15,138.00	\$40,000.00	\$40,000.00
	g) 18"	1	EA	\$34,800.00	\$34,800.00	\$39,500.00	\$39,500.00	\$15,816.00	\$15,816.00	\$48,000.00	\$48,000.00
	h) 24"	1	EA	\$12,825.00	\$12,825.00	\$9,900.00	\$9,900.00	\$20,267.00	\$20,267.00	\$23,019.00	\$23,019.00
A1-11	Concrete Driveways / Sidewalks (Remove and Replace)										
	a) 4" thick	50	SY	\$127.00	\$6,350.00	\$315.00	\$15,750.00	\$103.00	\$5,150.00	\$95.00	\$4,750.00
	b) 6" thick	30	SY	\$169.00	\$5,070.00	\$520.00	\$15,600.00	\$154.00	\$4,620.00	\$140.00	\$4,200.00
A1-12	Open Cut and Asphalt Repair	300	SY	\$196.00	\$58,800.00	\$68.50	\$20,550.00	\$243.00	\$72,900.00	\$180.00	\$54,000.00
A1-13	Concrete Curb (Remove and Replace)										
A1-14	Maintenance of Traffic	1	LS	\$164,620.00	\$164,620.00	\$34,200.00	\$34,200.00	\$60,688.00	\$60,688.00	\$70,043.00	\$70,043.00
A1-15	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	\$4,000.00	\$4,000.00	\$22,200.00	\$22,200.00	\$11,484.00	\$11,484.00	\$4,102.00	\$4,102.00
A1-16	Layout / As-built	1	LS	\$26,700.00	\$26,700.00	\$48,800.00	\$48,800.00	\$6,100.00	\$6,100.00	\$35,280.00	\$35,280.00
A1-17	Electronic Marker Balls										
	a) Programmable	80	EA	\$230.00	\$18,400.00	\$477.00	\$38,160.00	\$53.00	\$4,240.00	\$150.00	\$12,000.00
	b) Non-Programmable	10	EA	\$166.00	\$1,660.00	\$166.00	\$1,660.00	\$25.00	\$250.00	\$125.00	\$1,250.00
A1-18	Ductile Iron Fittings - Add or Delete	2	TN	\$114,850.00	\$229,700.00	\$27,777.20	\$55,554.40	\$18,761.00	\$37,522.00	\$18,155.00	\$36,310.00
A1-19	Landscape and Irrigation Restoration	1	LS	\$46,450.00	\$46,450.00	\$34,700.00	\$34,700.00	\$73,124.00	\$73,124.00	\$8,250.00	\$8,250.00
A1-20	Allowance	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
BASE BID TOTAL				\$4,522,300.00		\$4,894,064.40		\$5,381,702.00		\$4,194,419.00	

B-24-09 / East Side Regional Force Main (Part A2)

Tabulation

ITEM #	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		DBE Utility Services		Quality Enterprises USA, Inc.		TB Landmark Construction, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A2-1	Clearing and Grubbing	1	LS	\$36,400.00	\$36,400.00	\$7,620.00	\$7,620.00	\$85,929.00	\$85,929.00	\$10,450.00	\$10,450.00
A2-2	Pre-Construction Video	1	LS	\$3,925.00	\$3,925.00	\$700.00	\$700.00	\$6,957.00	\$6,957.00	\$15,000.00	\$15,000.00
A2-3	Field Locate and Expose Existing Utilities	1	LS	\$40,260.00	\$40,260.00	\$15,250.00	\$15,250.00	\$39,944.00	\$39,944.00	\$39,737.00	\$39,737.00
A2-4	Furnish and Install C-900 PVC										
	a) 4"		LF								
	b) 6"	25	LF	\$97.00	\$2,425.00	\$317.00	\$7,925.00	\$159.00	\$3,975.00	\$700.00	\$17,500.00
	c) 10"		LF								
	d) 12"		LF								
	e) 16"		LF								
	f) 18"		LF								
	g) 20"		LF								
	h) 24"	250	LF	\$275.00	\$68,750.00	\$1,200.00	\$300,000.00	\$527.00	\$131,750.00	\$950.00	\$237,500.00
A2-5	Furnish and Install Fusible PVC Force Main by HDD										
	a) 24"		LF								
A2-6	Furnish and Install HDPE (DR 11) Force Main by HDD										
	a) 4"		LF								
	b) 10"		LF								
	c) 20"		LF								
	d) 24"	7000	LF	\$344.20	\$2,409,400.00	\$365.00	\$2,555,000.00	\$349.00	\$2,443,000.00	\$269.00	\$1,883,000.00
A2-7	Gate Valves and Valve Boxes										
	a) 4"	3	EA	\$2,650.00	\$7,950.00	\$2,875.00	\$8,625.00	\$3,913.00	\$11,739.00	\$4,757.00	\$14,271.00
	b) 6"	3	EA	\$2,960.00	\$8,880.00	\$3,200.00	\$9,600.00	\$4,554.00	\$13,662.00	\$5,809.00	\$17,427.00
	c) 8"		EA								
	d) 10"		EA								
	e) 12"		EA								
	f) 16"		EA								
	g) 18"	2	EA	\$23,300.00	\$46,600.00	\$22,100.00	\$44,200.00	\$25,820.00	\$51,640.00	\$27,000.00	\$54,000.00
	h) 20"		EA								
	i) 24"	8	EA	\$31,820.00	\$254,560.00	\$28,550.00	\$228,400.00	\$28,485.00	\$227,880.00	\$32,000.00	\$256,000.00
A2-8	Air-Release Valve Assembly (2-inch)	7	EA	\$6,925.00	\$48,475.00	\$10,130.00	\$70,910.00	\$9,772.00	\$68,404.00	\$20,545.00	\$143,815.00
A2-9	Tie-ins										
	a) 4"	1	EA	\$6,170.00	\$6,170.00	\$14,175.00	\$14,175.00	\$9,983.00	\$9,983.00	\$20,887.00	\$20,887.00
	b) 6"	1	EA	\$9,575.00	\$9,575.00	\$11,050.00	\$11,050.00	\$10,213.00	\$10,213.00	\$15,000.00	\$15,000.00
	c) 8"		EA								
	d) 10"		EA								
	e) 12"		EA								
	f) 16"		EA								
	g) 18"		EA								
	h) 24"		EA								
A2-10	Concrete Driveways / Sidewalks (Remove and Replace)										
	a) 4" thick		SY								
	b) 6" thick	65	SY	\$175.00	\$11,375.00	\$236.00	\$15,340.00	\$120.00	\$7,800.00	\$140.00	\$9,100.00
A2-11	Open Cut and Asphalt Repair	65	SY	\$283.00	\$18,395.00	\$550.00	\$35,750.00	\$299.00	\$19,435.00	\$300.00	\$19,500.00
A2-12	Concrete Curb (Remove and Replace)										
A2-13	Maintenance of Traffic	1	LS	\$49,500.00	\$49,500.00	\$27,000.00	\$27,000.00	\$118,835.00	\$118,835.00	\$53,626.00	\$53,626.00
A2-14	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	\$12,100.00	\$12,100.00	\$22,200.00	\$22,200.00	\$33,854.00	\$33,854.00	\$12,000.00	\$12,000.00
A2-15	Layout / As-built	1	LS	\$19,120.00	\$19,120.00	\$10,000.00	\$10,000.00	\$17,393.00	\$17,393.00	\$20,000.00	\$20,000.00
A2-16	Electronic Marker Balls										
	a) Programmable	65	EA	\$252.00	\$16,380.00	\$442.00	\$28,730.00	\$53.00	\$3,445.00	\$150.00	\$9,750.00
	b) Non-Programmable	10	EA	\$176.00	\$1,760.00	\$101.00	\$1,010.00	\$25.00	\$250.00	\$125.00	\$1,250.00
A2-17	Excavate Iron Fittings - Add or Delete	2	TN	\$31,900.00	\$63,800.00	\$27,777.00	\$55,554.40	\$18,761.00	\$37,522.00	\$18,155.00	\$36,310.00
A2-18	Landscape and Irrigation Restoration	1	LS	\$20,700.00	\$20,700.00	\$21,500.00	\$21,500.00	\$28,797.00	\$28,797.00	\$8,000.00	\$8,000.00
A2-19	Allowance	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
BID ALTERNATE TOTAL				\$3,236,500.00	\$3,570,539.40	\$3,682,407.00	\$3,682,407.00	\$3,682,407.00	\$3,682,407.00	\$2,974,123.00	\$2,974,123.00



July 9, 2024

Jim Ailes
Utilities Director
City of DeLand
1102 S. Garfield Ave.
DeLand, Florida 32724

Email: ailesj@deland.org
Hard Copy Mailed Only on Request

**RE: CITY OF DELAND
EAST SIDE REGIONAL FORCE MAIN
BID NO. 24-09**

Dear Jim,

The City received four (4) bids on the above referenced project on June 13, 2024. T B Landmark Construction, Inc., of Jacksonville, Florida was the low bidder with a base bid totaling \$4,194,419.00, and the Alternate bid items totaling \$2,974,123.00, for a grand total of \$7,168,542.00 (bid tabulation attached).

We have worked with T B Landmark Construction, Inc. on projects of a similar nature in the past and can verify that they are capable to perform the work for this project. We have checked their bid for conformance, and they have submitted all the required documentation. We have also checked their license and they are in good standing with no active complaints.

Therefore, we recommend that the City award this project, in its entirety, to T B Landmark Construction, Inc. in the total amount of \$7,168,542.00.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad T. Blais".

Brad T. Blais, P.E.
Project Manager

BTB:bf

Attachment: Bid Tabulation

cc: Whitney Zittle – City of DeLand
Matt Guzinski – Mead & Hunt

B-24-09 / East Side Regional Force Main (Part A1)

Tabulation

ITEM #	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		DBE Utility Services		Quality Enterprises USA, Inc.		TB Landmark Construction, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1-1	Mobilization / Demobilization	1	LS	\$169,500.00	\$169,500.00	\$217,500.00	\$217,500.00	\$712,000.00	\$712,000.00	\$143,099.00	\$143,099.00
A1-2	Clearing and Grubbing	1	LS	\$40,325.00	\$40,325.00	\$36,000.00	\$36,000.00	\$47,024.00	\$47,024.00	\$10,450.00	\$10,450.00
A1-3	Pre-Construction Video	1	LS	\$3,720.00	\$3,720.00	\$3,300.00	\$3,300.00	\$2,440.00	\$2,440.00	\$7,862.00	\$7,862.00
A1-4	Field Locate and Expose Existing Utilities	1	LS	\$23,300.00	\$23,300.00	\$22,900.00	\$22,900.00	\$7,005.00	\$7,005.00	\$30,337.00	\$30,337.00
A1-5	Furnish and Install C-900 PVC										
a) 4"		60	LF	\$39.00	\$2,340.00	\$207.50	\$12,450.00	\$99.00	\$5,940.00	\$248.00	\$14,880.00
b) 6"			LF								
c) 10"		50	LF	\$114.00	\$5,700.00	\$685.00	\$34,250.00	\$264.00	\$13,200.00	\$965.00	\$48,250.00
d) 12"		100	LF	\$123.00	\$12,300.00	\$310.00	\$31,000.00	\$190.00	\$19,000.00	\$417.00	\$41,700.00
e) 16"		25	LF	\$230.00	\$5,750.00	\$275.00	\$6,875.00	\$273.00	\$9,325.00	\$297.00	\$9,925.00
f) 18"		12	LF	\$390.00	\$4,680.00	\$412.50	\$4,950.00	\$505.00	\$6,060.00	\$1,132.00	\$13,584.00
g) 20"		200	LF	\$165.00	\$33,000.00	\$450.00	\$90,000.00	\$385.00	\$77,000.00	\$521.00	\$104,200.00
h) 24"		275	LF	\$240.00	\$66,000.00	\$1,233.00	\$339,075.00	\$931.00	\$256,025.00	\$1,338.00	\$367,950.00
A1-6	Furnish and Install Fusible PVC Force Main by HDD										
a) 24"			LF								
A1-7	Furnish and Install HDPE (DR 11) Force Main by HDD										
a) 4"		1200	LF	\$69.00	\$82,800.00	\$40.00	\$48,000.00	\$75.00	\$90,000.00	\$60.00	\$72,000.00
b) 10"		2500	LF	\$109.50	\$273,750.00	\$117.00	\$292,500.00	\$143.00	\$357,500.00	\$103.00	\$257,500.00
c) 20"		1600	LF	\$253.00	\$404,800.00	\$275.00	\$440,000.00	\$294.00	\$470,400.00	\$224.00	\$358,400.00
d) 24"		6400	LF	\$330.00	\$2,112,000.00	\$364.20	\$2,330,880.00	\$356.00	\$2,278,400.00	\$269.00	\$1,721,600.00
A1-8	Gate Valves and Valve Boxes										
a) 4"		4	EA	\$2,580.00	\$10,320.00	\$2,875.00	\$11,500.00	\$4,294.00	\$17,176.00	\$2,708.00	\$10,832.00
b) 6"		3	EA	\$3,870.00	\$11,610.00	\$4,025.00	\$12,075.00	\$3,566.00	\$10,698.00	\$3,722.00	\$11,166.00
c) 8"		4	EA	\$5,300.00	\$21,200.00	\$5,360.00	\$21,440.00	\$8,169.00	\$32,676.00	\$4,800.00	\$19,200.00
d) 10"		3	EA	\$6,330.00	\$18,990.00	\$6,270.00	\$18,810.00	\$5,869.00	\$17,607.00	\$6,012.00	\$18,036.00
e) 12"		2	EA	\$12,840.00	\$25,680.00	\$9,550.00	\$19,100.00	\$10,163.00	\$20,326.00	\$9,478.00	\$18,956.00
f) 16"		2	EA	\$22,200.00	\$44,400.00	\$19,335.00	\$38,670.00	\$44,625.00	\$89,250.00	\$18,150.00	\$36,300.00
g) 18"		3	EA	\$22,850.00	\$68,550.00	\$20,120.00	\$60,360.00	\$22,408.00	\$67,224.00	\$18,390.00	\$55,170.00
h) 24"		9	EA	\$30,200.00	\$271,800.00	\$28,565.00	\$257,085.00	\$28,506.00	\$256,554.00	\$25,047.00	\$225,423.00
A1-9	Air-Release Valve Assembly (2-inch)	5	EA	\$6,400.00	\$32,000.00	\$10,800.00	\$54,000.00	\$9,810.00	\$49,050.00	\$20,545.00	\$102,725.00
A1-10	Tie-Ins										
a) 4"		1	EA	\$10,320.00	\$10,320.00	\$9,100.00	\$9,100.00	\$9,983.00	\$9,983.00	\$12,250.00	\$12,250.00
b) 6"			EA								
c) 8"		1	EA	\$12,300.00	\$12,300.00	\$11,160.00	\$11,160.00	\$10,523.00	\$10,523.00	\$9,430.00	\$9,430.00
d) 10"		1	EA	\$22,230.00	\$22,230.00	\$14,900.00	\$14,900.00	\$10,870.00	\$10,870.00	\$16,110.00	\$16,110.00
e) 12"		1	EA	\$19,800.00	\$19,800.00	\$11,660.00	\$11,660.00	\$11,147.00	\$11,147.00	\$15,880.00	\$15,880.00
f) 16"		1	EA	\$3,760.00	\$3,760.00	\$7,950.00	\$7,950.00	\$15,138.00	\$15,138.00	\$40,000.00	\$40,000.00
g) 18"		1	EA	\$34,800.00	\$34,800.00	\$39,500.00	\$39,500.00	\$15,816.00	\$15,816.00	\$48,000.00	\$48,000.00
h) 24"		1	EA	\$12,825.00	\$12,825.00	\$9,900.00	\$9,900.00	\$20,267.00	\$20,267.00	\$23,019.00	\$23,019.00
A1-11	Concrete Driveways / Sidewalks (Remove and Replace)										
a) 4" thick		50	SY	\$127.00	\$6,350.00	\$315.00	\$15,750.00	\$103.00	\$5,150.00	\$95.00	\$4,750.00
b) 6" thick		30	SY	\$169.00	\$5,070.00	\$520.00	\$15,600.00	\$154.00	\$4,620.00	\$140.00	\$4,200.00
A1-12	Open Cut and Asphalt Repair	300	SY	\$196.00	\$58,800.00	\$68.50	\$20,550.00	\$243.00	\$72,900.00	\$180.00	\$54,000.00
A1-13	Concrete Curb (Remove and Replace)										
A1-14	Maintenance of Traffic	1	LS	\$164,620.00	\$164,620.00	\$34,200.00	\$34,200.00	\$60,688.00	\$60,688.00	\$70,043.00	\$70,043.00
A1-15	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	\$4,000.00	\$4,000.00	\$22,200.00	\$22,200.00	\$11,484.00	\$11,484.00	\$4,102.00	\$4,102.00
A1-16	Layout / As-built	1	LS	\$26,700.00	\$26,700.00	\$48,800.00	\$48,800.00	\$6,100.00	\$6,100.00	\$35,280.00	\$35,280.00
A1-17	Electronic Marker Balls										
a) Programmable		80	EA	\$230.00	\$18,400.00	\$477.00	\$38,160.00	\$53.00	\$4,240.00	\$150.00	\$12,000.00
b) Non-Programmable		10	EA	\$166.00	\$1,660.00	\$166.00	\$1,660.00	\$25.00	\$250.00	\$125.00	\$1,250.00
A1-18	Ductile Iron Fittings - Add or Delete	2	TN	\$114,850.00	\$229,700.00	\$27,777.20	\$55,554.40	\$18,761.00	\$37,522.00	\$18,155.00	\$36,310.00
A1-19	Landscape and Irrigation Restoration	1	LS	\$46,450.00	\$46,450.00	\$34,700.00	\$34,700.00	\$73,124.00	\$73,124.00	\$8,250.00	\$8,250.00
A1-20	Allowance	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
BASE BID TOTAL				\$4,522,300.00		\$4,894,064.40		\$5,381,702.00		\$4,194,419.00	

B-24-09 / East Side Regional Force Main (Part A2)

Tabulation

ITEM #	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		DBE Utility Services		Quality Enterprises USA, Inc.		TB Landmark Construction, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A2-1	Clearing and Grubbing	1	LS	\$36,400.00	\$36,400.00	\$7,620.00	\$7,620.00	\$85,929.00	\$85,929.00	\$10,450.00	\$10,450.00
A2-2	Pre-Construction Video	1	LS	\$3,925.00	\$3,925.00	\$700.00	\$700.00	\$6,957.00	\$6,957.00	\$15,000.00	\$15,000.00
A2-3	Field Locate and Expose Existing Utilities	1	LS	\$40,260.00	\$40,260.00	\$15,250.00	\$15,250.00	\$39,944.00	\$39,944.00	\$39,737.00	\$39,737.00
A2-4	Furnish and Install C-900 PVC										
	a) 4"		LF								
	b) 6"	25	LF	\$97.00	\$2,425.00	\$317.00	\$7,925.00	\$159.00	\$3,975.00	\$700.00	\$17,500.00
	c) 10"		LF								
	d) 12"		LF								
	e) 16"		LF								
	f) 18"		LF								
	g) 20"		LF								
	h) 24"	250	LF	\$275.00	\$68,750.00	\$1,200.00	\$300,000.00	\$527.00	\$131,750.00	\$950.00	\$237,500.00
A2-5	Furnish and Install Fusible PVC Force Main by HDD										
	a) 24"		LF								
A2-6	Furnish and Install HDPE (DR 11) Force Main by HDD										
	a) 4"		LF								
	b) 10"		LF								
	c) 20"		LF								
	d) 24"	7000	LF	\$344.20	\$2,409,400.00	\$365.00	\$2,555,000.00	\$349.00	\$2,443,000.00	\$269.00	\$1,883,000.00
A2-7	Gate Valves and Valve Boxes										
	a) 4"	3	EA	\$2,650.00	\$7,950.00	\$2,875.00	\$8,625.00	\$3,913.00	\$11,739.00	\$4,757.00	\$14,271.00
	b) 6"	3	EA	\$2,960.00	\$8,880.00	\$3,200.00	\$9,600.00	\$4,554.00	\$13,662.00	\$5,809.00	\$17,427.00
	c) 8"		EA								
	d) 10"		EA								
	e) 12"		EA								
	f) 16"		EA								
	g) 18"	2	EA	\$23,300.00	\$46,600.00	\$22,100.00	\$44,200.00	\$25,820.00	\$51,640.00	\$27,000.00	\$54,000.00
	h) 20"		EA								
	i) 24"	8	EA	\$31,820.00	\$254,560.00	\$28,550.00	\$228,400.00	\$28,485.00	\$227,880.00	\$32,000.00	\$256,000.00
A2-8	Air-Release Valve Assembly (2-inch)	7	EA	\$6,925.00	\$48,475.00	\$10,130.00	\$70,910.00	\$9,772.00	\$68,404.00	\$20,545.00	\$143,815.00
A2-9	Tie-Ins										
	a) 4"	1	EA	\$6,170.00	\$6,170.00	\$14,175.00	\$14,175.00	\$9,983.00	\$9,983.00	\$20,887.00	\$20,887.00
	b) 6"	1	EA	\$9,575.00	\$9,575.00	\$11,050.00	\$11,050.00	\$10,213.00	\$10,213.00	\$15,000.00	\$15,000.00
	c) 8"		EA								
	d) 10"		EA								
	e) 12"		EA								
	f) 16"		EA								
	g) 18"		EA								
	h) 24"		EA								
A2-10	Concrete Driveways / Sidewalks (Remove and Replace)										
	a) 4" thick		SY								
	b) 6" thick	65	SY	\$175.00	\$11,375.00	\$236.00	\$15,340.00	\$120.00	\$7,800.00	\$140.00	\$9,100.00
A2-11	Open Cut and Asphalt Repair	65	SY	\$283.00	\$18,395.00	\$550.00	\$35,750.00	\$299.00	\$19,435.00	\$300.00	\$19,500.00
A2-12	Concrete Curb (Remove and Replace)										
A2-13	Maintenance of Traffic	1	LS	\$49,500.00	\$49,500.00	\$27,000.00	\$27,000.00	\$118,835.00	\$118,835.00	\$53,626.00	\$53,626.00
A2-14	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	\$12,100.00	\$12,100.00	\$22,200.00	\$22,200.00	\$33,854.00	\$33,854.00	\$12,000.00	\$12,000.00
A2-15	Layout / As-built	1	LS	\$19,120.00	\$19,120.00	\$10,000.00	\$10,000.00	\$17,393.00	\$17,393.00	\$20,000.00	\$20,000.00
A2-16	Electronic Marker Balls										
	a) Programmable	65	EA	\$252.00	\$16,380.00	\$442.00	\$28,730.00	\$53.00	\$3,445.00	\$150.00	\$9,750.00
	b) Non-Programmable	10	EA	\$176.00	\$1,760.00	\$101.00	\$1,010.00	\$25.00	\$250.00	\$125.00	\$1,250.00
A2-17	Ductile Iron Fittings - Add or Delete	2	TN	\$31,900.00	\$63,800.00	\$27,777.00	\$55,554.40	\$18,761.00	\$37,522.00	\$18,155.00	\$36,310.00
A2-18	Landscape and Irrigation Restoration	1	LS	\$20,700.00	\$20,700.00	\$21,500.00	\$21,500.00	\$28,797.00	\$28,797.00	\$8,000.00	\$8,000.00
A2-19	Allowance	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
BID ALTERNATE TOTAL				\$3,236,500.00	\$3,570,539.40	\$3,682,407.00	\$3,682,407.00	\$3,682,407.00	\$3,682,407.00	\$2,974,123.00	\$2,974,123.00

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Second Reading of Ordinance No. 2024-32, Annexing 5.15 Acres of Property Located at 1605 North Kepler Road and the Adjacent Right-of-Way. (1st. Rdg. 05-20-24).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-32 , EXHIBIT A - LEGAL DESCRIPTION, Exhibit B-Map, Z23-217 Metes & Bounds with Right of Way , AN23-217 Staff Report, AN23-217 Aerial, Business Impact Estimate - Taylor Ridge 2024-32

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

The applicant, Christopher Casey, on behalf of the owner, is requesting to annex the property located at 1605 N. Kepler Rd into the city. The subject property is located in unincorporated Volusia County and is currently zoned VC: I-1 (Light Industrial) and VC: R-4 (Urban Single Family), with a future land use designation of Industrial. It is owned by CFB Outdoors Inc., and the property is currently being used for outdoor storage for a contractor business. The owner intends to continue the industrial uses and add an office.

On April 10, 2024, the Planning Board recommended approval.
On May 20, 2024, the City Commission voted to approve the annexation request on first reading.
This is the second and final reading of the annexation request.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan: "To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will "square off the City's boundaries." Approval of this request will further the city's goals to annex contiguous properties in order to ensure quality growth within the city limits.

SUSTAINABILITY:

Annexing the property into the City's jurisdiction will subject it to the City's adopted policies and allow implementation of the City's Sustainability Action Plan.

FISCAL IMPACT:

Inclusion of this property into the City's tax roll will increase funds towards City services.

RECOMMENDATION:

Staff recommends the City Commission approve, on second reading, the annexation of ±5.15 acres of property into the city limits of DeLand.

BACKGROUND/DISCUSSION:

The current zoning of Volusia County R-4A does not allow industrial uses. The applicant is requesting annexation into the city for the purposes of utilizing the city's utilities and bringing the use of the property into conformity. This application is accompanied by a request for a future land use amendment (SMLU23-227) and a request for a rezone (Z23-228)

ORDINANCE NO. 2024 – 32

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 5.15 ACRES OF PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Christopher Casey of Zahn Engineering, on behalf of the owner, CFB Outdoors, Inc., submitted a petition for annexation of approximately +/- 5.15 acres of land located at 1605 North Kepler Road; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand, to the north, will not create an enclave if annexed, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described parcel of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Christopher Casey of Zahn Engineering, on behalf of the owner, CFB Outdoors, Inc., totaling approximately +/- 5.15 acres, located at 1605 North Kepler Road is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

See legal description(s) attached hereto as Exhibit “A”

Parcel Identification No. 602601000690

Section 2. The boundary lines of the City of DeLand are hereby changed and redefined to include the lands described in Section 1 above and depicted on the map attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 p.m., on July 15, 2024, after notice published in accordance with Florida Statutes Section 171.044.

Section 4. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 15th day of July, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 20, 2024
Adopted on second reading: July 15, 2024

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT A

DESCRIPTION: PARENT PARCEL (PER ORB 5646 PG. 1161)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DESCRIPTION: (CREATED BY SURVEYOR)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN S00°29'0"E, ALONG THE EAST LINE OF SAID LOT 69, A DISTANCE OF 310.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'54"W, ALONG THE SOUTH LINE OF SAID LOT 69, A DISTANCE OF 640.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ALONG THE WEST LINE OF SAID LOT 69, A DISTANCE OF 310.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN S89°52'57"E, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 69 AND THE POINT OF BEGINNING.

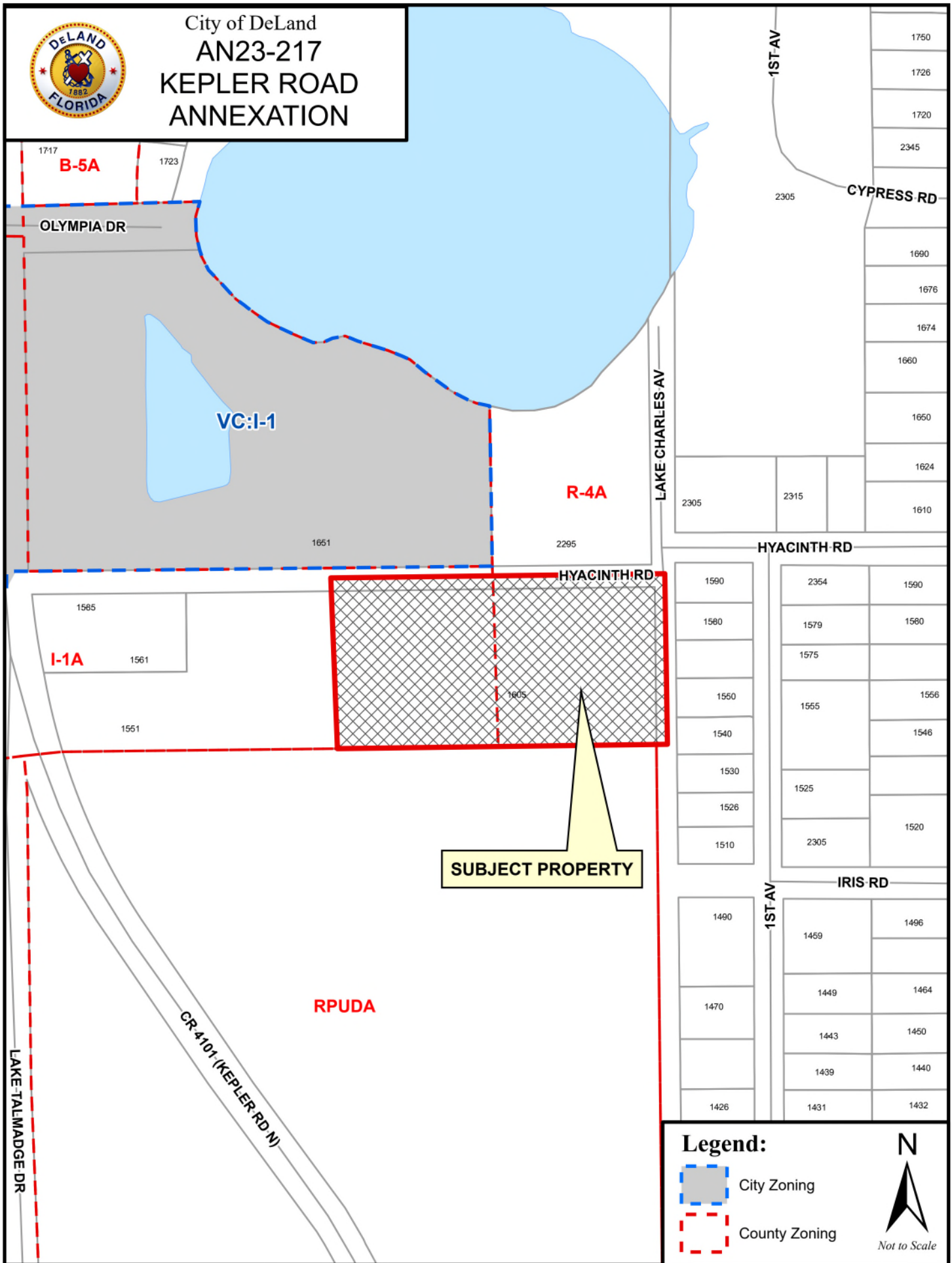
SAID PARCEL CONTAINS 198,534 SQUARE FEET AND / OR 4.56 ACRES.

TOGETHER WITH

DESCRIPTION: 40.00 FOOT RIGHT OF WAY DESCRIPTION (CREATED BY SURVEYOR) A 40.00 FOOT RIGHT OF WAY LYING NORTHERLY OF LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'57"W, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ON A NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 69, A DISTANCE OF 40.00 FEET; THENCE RUN S89°52'57"E, A DISTANCE OF 637.58 FEET TO A POINT ON A NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 69; THENCE RUN S00°29'10"E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25,511 SQUARE FEET.



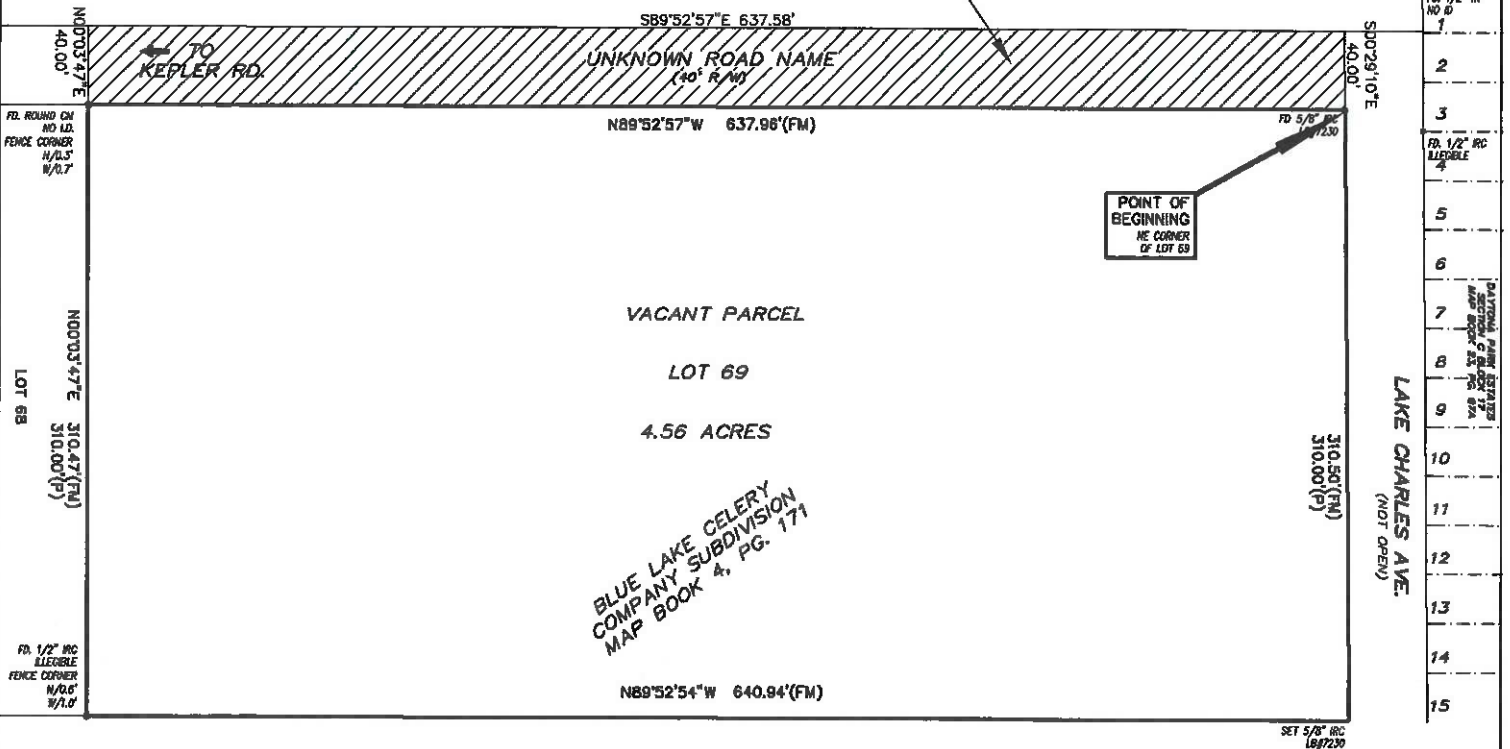
SECTION 2, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA

1" = 100'
GRAPHIC SCALE
0 50 100 200



40.00 FOOT RIGHT OF WAY
UNKNOWN ROAD NAME

HYACINTH RD.
(60' R/W)



DESCRIPTION: PARENT PARCEL (PER ORB 5646 PG. 1161)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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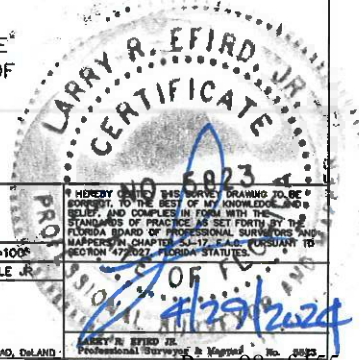
EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date: 4/29/2024 Drawing Number: 23-0328 B Scale: 1"=100' Drawn By: LE JR

CFB Outdoors, Inc.



1605 N. KEPLER ROAD, DeLAND

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

April 10, 2024

APPLICATION: AN23-217

1. **Requested Action:** Annexation of 4.56 acres of property into the City limits of DeLand
2. **Location:** Located at 1605 N. Kepler Rd., at the southwest corner of Hyacinth Rd. and Lake Charles Ave.
3. **Petitioner:** Christopher Casey, Zahn Engineering
4. **Owner:** CFB Outdoors
5. **Size of parcel(s):** ± 4.56 acres
6. **Parcel ID:** 602601000690

7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Low Intensity ULI/Industrial

Existing Zoning: Volusia County: I-1/R-4A

Existing Use: Partially Wooded/Undeveloped

8. **Surrounding Land Use & Zoning:**

	LAND USE	ZONING
North:	IND	VC: I-1 Light Industrial
South:	VC: ULI	VC: RFPUD
East:	VC: ULI	VC: R-4 Urban Single Family
West:	VC: IND	VC: I-1 Light Industrial

9. Physical Characteristics: The subject property is ± 4.56 acres in size and is partially wooded and undeveloped. It does not appear to contain any wetlands and does not lie within the 100-year flood zone.

The subject property is located in unincorporated Volusia County and is currently zoned VC: I-1 (Light Industrial) and VC: R-4 (Urban Single Family), with a future land use designation of

Industrial. It is owned by CFB Outdoors Inc., and the property is currently being used for outdoor storage for a contractor business. The applicant intends to continue the industrial uses and add an office. However, the current zoning of Volusia County R-4A does not allow industrial uses. The applicant is requesting annexation into the city for the purposes of utilizing the city's utilities and bringing the property into conformity. This application is accompanied by a request for a future land use amendment (SMLU23-227) and a request for a rezone (Z23-228). If the requests are approved, any future site improvements will require review and approval of a separate development application. A site plan will be required for the screening of the outdoor storage area.

10. Public Services & Utilities: The City's Utilities Department determined the closest City water main is a 12" main on N. Kepler Rd. and the closest city sewer main is an 8" gravity main, as well as a 4" force main on N. Kepler Rd.

11. Growth Management Plan Consistency:

The city-owned property to the south of the subject property is the location of the existing Public Works Department and future administrative building. To the north and west of the subject property are residential properties, less than a half-acre each. To the east is an existing industrial use.

12. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property does not create an enclave, is contiguous to the City of DeLand, is reasonably compact and is not circuitous. The parcel is contiguous to the city to the north by $\pm$ 300 ft.

Recommendation: Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer applies for a development permit, adequate infrastructure must exist to support the proposed development. If such infrastructure does not exist, the developer may be required to incur additional expense to ensure that the necessary infrastructure is provided.



City of DeLand
AN23-217
KEPLER ROAD
ANNEXATION



Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO.2024-32

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 5.15 ACRES OF PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

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 annexation of approximately 5.15 acres of undeveloped property into the boundaries of the City of DeLand promotes and encourages economic development thus constituting a public purpose.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

There will be no direct compliance costs for businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

There will be no new charges or fees imposed by the proposed ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There is no specific regulatory costs as this is an annexation ordinance. There are, of course, expenses related to providing services to the additional residents who will occupy the annexed property after it is developed, but additional ad valorem tax revenue should offset those costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be directly impacted by this ordinance.

4. Additional information the governing body deems useful (if any):

N/A

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Second Reading of Ordinance No. 2024-33, Changing the Land Use for Approximately 4.56 Acres of Property, Located at 1605 North Kepler Road.(1st. Rdg. 05-20-24).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-33 , Exhibit A-Legal Description, SMLU23-227 Survey, SMLU23-227 VGMC Consistency Certification Letter, SMLU23-227 Staff Report, SMLU23-227 Land Use Current, SMLU23-227 Land Use Proposed, SMLU23-227 Location, SMLU23-227 Aerial

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

The applicant, Christopher Casey, on behalf of the owner, is requesting to amend the future land use designation for a parcel located at 1605 N. Kepler Rd. from Volusia County Urban Low Intensity (VC: ULI) and Volusia County Industrial (IND), to City of DeLand Industrial/Warehouse (IND). The parcel is partially wooded and undeveloped. However, it is currently being used for outdoor storage for a contractor's business.

On April 10, 2024, the Planning Board recommended approval of the proposed land use amendment. On May 20, 2024, the City Commission voted to approve the land use amendment, on first reading. This is the second and final reading.

In a letter dated June 21, 2024, Volusia County Growth Management (VGMC) provided a Certificate of Consistency for the land use change request.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The Strategic Plan Vision supports the fostering of an entrepreneurial environment for local businesses, such as the existing business known as CFB Outdoors.

SUSTAINABILITY:

Amending the future land use designation of the subject property is a necessary step for a newly-annexed property.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

It is recommended that the City Commission approve the requested future land use amendment on second reading.

BACKGROUND/DISCUSSION:

The site is located south of US 92 (International Speedway Blvd.) and is adjacent to other industrial uses to the north and west. It is adjacent to residential uses to the east and adjacent to undeveloped land to the south.

ORDINANCE NO. 2024 - 33

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 1605 NORTH KEPLER ROAD; FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION AND VOLUSIA COUNTY'S INDUSTRIAL LAND USE DESIGNATION TO CITY OF DELAND'S INDUSTRIAL/WAREHOUSE FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment is a land use of 50 acres or less; and
2. The cumulative effect of the above condition does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately +/- 4.56 acres of land located at 1605 N. Kepler Road; from Volusia County's Urban Low Intensity future land use designation and Volusia County's Industrial future land use designation to City of DeLand's Industrial/Warehouse future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 1605 North Kepler Road; consisting of approximately +/- 4.56 acres of land from Volusia County's Urban Low Intensity Future Land Use designation and Volusia County's Industrial Land Use designation to City of DeLand's Industrial/Warehouse Future Land Use designation,

as more particularly described in the Exhibit “A” attached hereto and by this reference made a part hereof.

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

Section 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this 15th day of July, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 20, 2024
Adopted on second reading: July 15, 2024

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (CREATED BY SURVEYOR)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN S00°29'0"E, ALONG THE EAST LINE OF SAID LOT 69, A DISTANCE OF 310.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'54"W, ALONG THE SOUTH LINE OF SAID LOT 69, A DISTANCE OF 640.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ALONG THE WEST LINE OF SAID LOT 69, A DISTANCE OF 310.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN S89°52'57"E, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 69 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 198,534 SQUARE FEET AND / OR 4.56 ACRES.

SECTION 2, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND
VOLUSIA COUNTY, FLORIDA

LOT 54

LOT 53

LOT 52

HYACINTH RD.

(60' R/W) (ASPHALT)

FD. N/D #3282

1ST AVE.

(60' R/W)

DAYTONA PARK ESTATES
SECTION C BLOCK 17
MAP BOOK 23 PG. 974

LAKE CHARLES AVE.
(40' R/W) (NOT OPEN)

FD. 1/2" IR NO ID	1
FD. 1/2" IR	2
FD. 1/2" IR	3
FD. 1/2" IR ILLIBLE	4
FD. 1/2" IR ILLIBLE	5
FD. 1/2" IR ILLIBLE	6
FD. 1/2" IR ILLIBLE	7
FD. 1/2" IR ILLIBLE	8
FD. 1/2" IR ILLIBLE	9
FD. 1/2" IR ILLIBLE	10
FD. 1/2" IR ILLIBLE	11
FD. 1/2" IR ILLIBLE	12
FD. 1/2" IR ILLIBLE	13
FD. 1/2" IR ILLIBLE	14
FD. 1/2" IR ILLIBLE	15
FD. 1/2" IR ILLIBLE	16
FD. 1/2" IR ILLIBLE	17
FD. 3/8" IR &C #3736	18
FD. 3/8" IR &C #3736	19
FD. 3/8" IR &C #3736	20
FD. 3/8" IR &C #3736	21

TO KEPLER RD.

S89°52'54"E
523.38'(FM)

LOT 68

BLUE LAKE CELERY
COMPANY SUBDIVISION
MAP BOOK 4, PG. 171

VACANT PARCEL

LOT 69

LOT 70

S89°52'54"E
640.94'(FM)

DESCRIPTION: (PER ORB 5646 PG. 1161)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION
ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4,
PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY COMMUNITY #125155, PANEL #12127C0470 H, DATED FEBRUARY 19, 2014. THIS FLOOD INSURANCE RATE MAP IS NOT A NAVY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
11. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM.

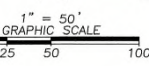
NOTE:

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER, THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

TREE LEGEND



= LAUREL OAK
= PINE



ABBREVIATIONS	
A/C	= AIR CONDITIONER
(C)	= CALCULATED
CL	= CENTERLINE
CLF	= CHAIN LINK FENCE
CONC	= CONCRETE
CONC	= CONCRETE SLAB
CB	= CONCRETE BLOCK
CM	= CONCRETE MONUMENT
(D)	= DEED OR DESCRIPTION
IR&C	= IRON ROD AND CAP
LS	= LICENSED SURVEYOR
LB	= LICENSED SURVEY BUSINESS
N	= NORTH
E/P	= EDGE OF PAVEMENT
ESMT	= EASEMENT
ELEV.	= ELEVATION
F.F.	= FINISHED FLOOR
FD.	= FOUND
(FM)	= FIELD MEASURED
ID.	= IDENTIFICATION
IP	= IRON PIPE
IR	= IRON ROD
IR&C	= IRON ROD AND CAP
LS	= LICENSED SURVEYOR
LB	= LICENSED SURVEY BUSINESS
N	= NORTH
E/P	= EDGE OF PAVEMENT
ESMT	= EASEMENT
N/W	= NAIL AND WASHER
O.R.	= OFFICIAL RECORDS
O/H	= OVERHANG
O/E	= OVERHEAD ELECTRIC LINE
PG.	= PAGE
(P)	= PLAT (MAP) DIMENSION
P/P	= POWER POLE
P.C.	= POINT OF CURVATURE
P.F.	= FINISHED FLOOR
P.O.B.	= POINT OF BEGINNING
P/L	= PROPERTY LINE
R/W	= RIGHT-OF-WAY
S	= SOUTH
S/T	= SEPTIC TANK
S.F.	= SQUARE FEET
TYP.	= TYPICAL
W	= WEST
W/F	= WOOD FENCE
W/M	= WATER METER
Δ	= DELTA ANGLE
L	= LENGTH OF CURVE
R	= RADIUS
T	= TANGENT DISTANCE
C.B.	= CHORD BEARING
CH.	= CHORD DISTANCE

EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date: 9/19/19	Drawing Number: 23-0328	Scale: 1"=50' Drawn By: JLM
For: CFB Outdoors, Inc.		

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLY IN FORM WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61-171, F.A.C. PURSUANT TO SECTION 472.092, FLORIDA STATUTES.

LAUREY R. EFIRD JR.
Professional Surveyor & Mapper No. 04821

REVISED 9/15/2023 TO
UPDATE SURVEY AND
ADD TOP & TREES

REVISED 9/26/19 TO
CHANGE CERTIFICATIONS



Volusia Growth Management Commission

June 21, 2024

Carol Kuhn, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

**RE: VGMC Case #24-029 – City of DeLand
Small Scale Comprehensive Plan Amendment
SMLU23-227 – 1605 N. Kepler Road
Certificate of Consistency**

Dear Ms. Kuhn,

VGMC Case No. 24-029 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 24-029 is hereby deemed certified as consistent effective June 20, 2024 without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of DeLand to further intergovernmental cooperation and coordination in Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair

**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

April 10, 2024

A. APPLICATION NO.: SMLU23-227

APPLICANT: Christopher Casey, Zahn Engineering

REQUEST: To amend the land use designation from Volusia County ULI (Urban Low Intensity) and Volusia County IND (Industrial), to City of DeLand IND (Industrial/Warehouse)

B. SITE FACTORS:

Location: 1605 N. Kepler Rd.
Parcel ID: 602601000690
Parcel Size: ± 4.56 acres
Land Use: VC ULI/VC IND
Existing Use: Vacant

	SURROUNDING USE:
North:	IND
South:	VC: ULI
East:	VC: ULI
West:	VC: IND

C. REQUESTED ACTION & HISTORY:

A request is being made for the future land use designation to be amended for a parcel located at 1605 N. Kepler Rd. The request is to change the future land use designation from Volusia County Urban Low Intensity (VC: ULI) and Volusia County Industrial (IND), to City of DeLand Industrial/Warehouse (IND). The parcel is partially wooded and undeveloped, however, it is currently being used for outdoor storage for a contractor business. The applicant's development plan includes the construction of a 6,000 sq. ft. office building and continued use of the site for outdoor storage. The applicant will be required to submit a site plan for the construction of the new building. The site plan will also need to include screening of the outdoor storage area. *Concurrent applications to annex and rezone the property (AN23-217) (Z23-228) were also submitted.*

D. CHRONOLOGY OF PAST EVENTS:

The request to amend the future land use designation consists of ± 4.56 acres of property owned by CFB Outdoors. The eastern half of the property has a current future land use designation of VC: ULI which allows for a maximum residential density of up to 4 dwelling units per acre, and the commercial floor area ratio is a maximum of 0.5 F.A.R. The western half of the property has a current future land use designation of VC: IND which allows for a maximum commercial floor area ratio of 0.6 F.A.R. If the land use is changed to City IND, residential density would not be applicable, as the IND land use is not compatible with residential uses. The maximum impervious area permitted under the City's IND designation is 70%. Development of the property will require the proper permits as well as an approved site plan for any site development.

E. ALTERNATIVES & ANALYSIS:

The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts.

1. Availability of Public Facilities (water, sewer, solid waste, drainage, traffic, recreation, and schools if residential):

- a.* The subject property is within the city's service area for both water and sewer and availability has been confirmed.
- b.* If a Traffic Impact Analysis is required for the subject property, it will be reviewed with the site plan.
- c.* The change in designation will not generate a new demand for recreational facilities.
- d.* Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.
- e.* The City can provide an adequate LOS of Fire/Rescue & Police service.

2. Compatibility with Land Use and Other Elements: The Future Land Use element requires that the subject property be consistent with surrounding development. Per the City of DeLand Comprehensive Plan, the Industrial/Warehouse (IND) land use designation, "shall be assigned to specific areas in which the City proposes to accommodate and promote wholesale distribution, storage, light manufacturing, retail and service land uses". The uses may include Manufacturing, office/showroom facilities, warehousing and retail commercial uses that service the industrial use.

The subject property is adjacent to other industrial uses to the north and west. To the south of the property is undeveloped land, and to the east of the property are residential uses, separated by an undeveloped right of way (Hyacinth Road). Landscape buffering and screening will be required to minimize any negative impacts to neighboring properties.

3. Future Land Use Map: The proposed change in the land use designation to Industrial/Warehouse will be shown on the revised Future Land Use Map.

4. Location of Lakes, Floodplains, and Wetlands: The property does not appear to contain bodies of water or wetlands.

5. Analysis of Natural Resources:

- a.* *Soil types:* Astatula Fine Sand, 0-8% slope
- b.* *Presence of Endangered Species:* None known of at this time.

6. Existing and Future Impact upon Infrastructure Capacity:

- a.* *Water* – obtained from City – availability confirmed
- b.* *Sewer* – obtained from City – availability confirmed
- c.* *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site and will be reviewed with the site plan application.
- d.* *Solid Waste* – Solid waste services are available for the property.
- e.* *Transportation* – Per the trip generation report submitted by the applicant, the weekday average daily trips generated will be 684 trips. Per 2021 Volusia County Traffic Counts, this segment of Kepler Rd. has a current Daily LOS of "C", and an Allowable LOS of "E".
- f.* *Fire/Rescue Service* – The City can provide an adequate LOS of Fire/Rescue service.
- g.* *Police Service* - The City can provide an adequate LOS of Police protection.

7. **Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated as recreational facilities are not needed for commercial property.
8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated as services such as water/sewer and public safety are already in place for the property to connect to.
9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater mitigation and minimize any off-site stormwater impacts that the development may create.
10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.
11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.
12. **Compatibility with Existing Zoning Classification:** The existing zoning classification may be amended upon approval of the land use amendment to M-1 (Industrial District) which is compatible with the IND (Industrial/Warehouse) future land use. The zoning request is being reviewed concurrent to the land use amendment.
13. **Will the proposed land use change impact schools?** The proposed amendment is to IND (Industrial/Warehouse); this will not have an impact on schools as it is not a residential use.
14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**
 - a. *Located east of the Urban Core/Employment Center Overlay (Category 1) – “retains the existing land use and development pattern in place”* The site is located south of US 92 (International Speedway Blvd.) and adjacent to other industrial uses. Additionally, the Industrial/Warehouse land use is consistent with the city's future land use map where the majority of parcels within the City boundaries north, east and west of the subject property, are already designated as Industrial/Warehouse.
 - b. *DeLand 2050 Land Use Guidelines: “...Concentrate development at the core of the city or at transit-oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.”*– The redevelopment of the subject property would utilize public services that are already in place and available.

F. **CONCLUSION:** The facility analysis presented in the above sections suggests the proposed land use should not cause any of the City's facilities to degrade below the adopted or current operational LOS. The proposed land use designation, IND (Industrial/Warehouse), is consistent with the surrounding area, and is not expected to create any land use incompatibilities. The subject property is situated between residential uses to the east and industrial uses to the north, south and west.

G. STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment of the subject property's future land use designation from VC: ULI/VC: IND (VC: Urban Low Intensity/VC: Industrial), to City of DeLand's IND (Industrial/Warehouse) land use.

H. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation.

The following seven public facilities and services were examined: (Table 4)

1. Schools (population)
2. Transportation
3. Sanitary Sewer
4. Potable Water
5. Recreation
6. Solid Waste
7. Stormwater Drainage

Impact Analysis Table 4 (Theoretical Max.)

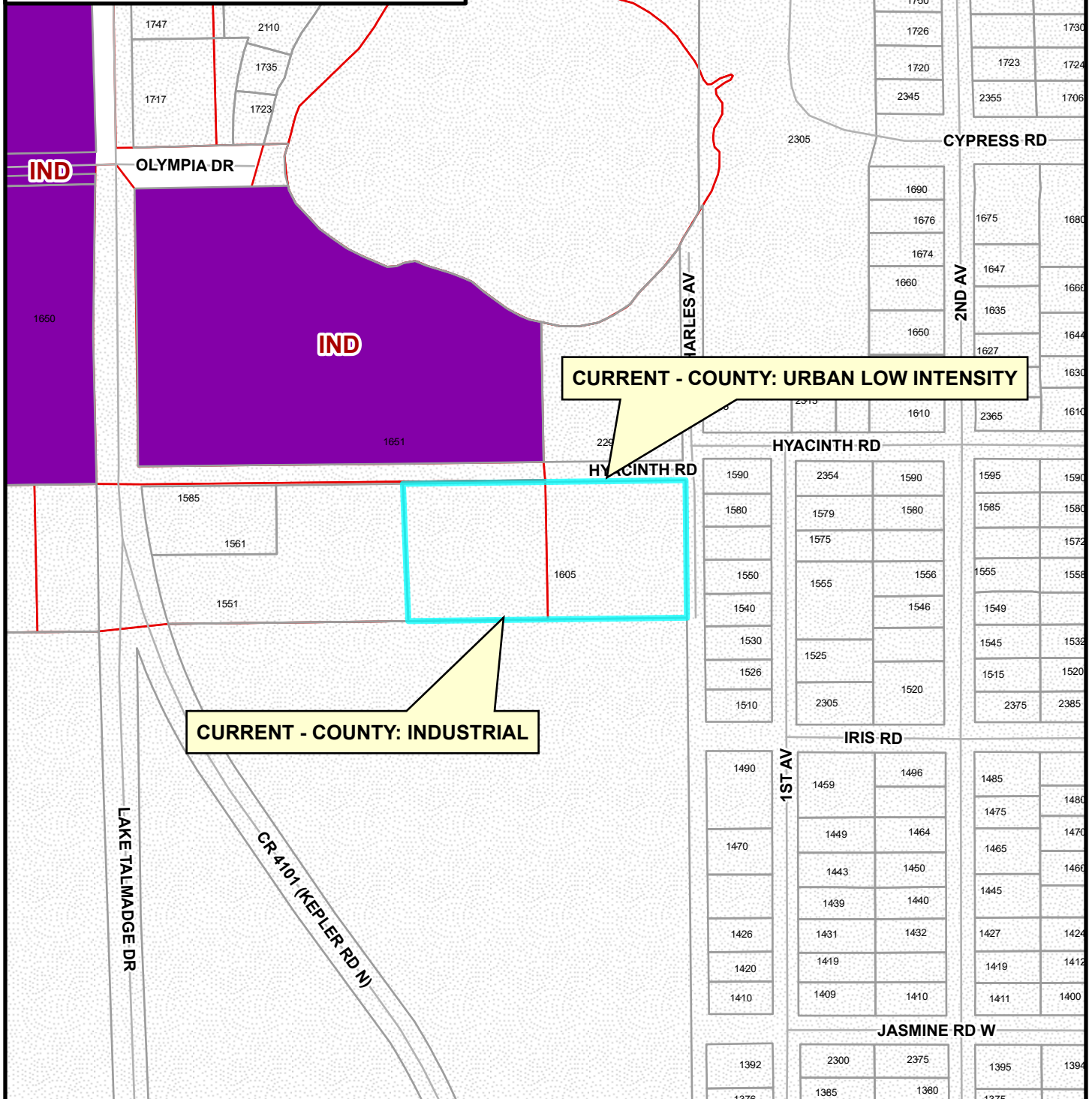
Development Variable	EXISTING Future Land Use	PROPOSED Future Land Use	Net Change
	<i>Theoretical Maximums</i>		
Permitted Density/Intensity	4 du/acre; FAR 0.6	N/A; FAR 0.7	N/A; +FAR 0.1
Dwelling Units	9	N/A	N/A
Non-residential Sq. Ft.	59,000 sq. ft.	137,000 sq. ft.	+10,000
1. Population	44	N/A	N/A
2. Average Daily Trips	Residential: 113 ADT Industrial: 287 ADT	Residential: N/A Industrial: 667 ADT	N/A +380 ADT
3. Sanitary Sewer (gallons/day)	Residential: 1,800 Industrial (other): 5,900	Residential: N/A Industrial (other): 13,700	N/A +7,800
4. Potable Water (gallons/day)	Residential: 2,700 Industrial (other): 5,900	Residential: N/A Industrial (other): 13,700	N/A +7,800
5. Solid Waste (pounds/day)	Residential: 29 lbs. Industrial (other): 590 lbs.	Residential: N/A Industrial (other): 1370 lbs.	N/A +780 lbs.
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.3	N/A	N/A

Notes:

1. Population: 2.44 persons per household (per 2020 Census)
2. Transportation: ITE Trip Generation Manual, 11th Edition: Single-Family Residential (210): 9.43 ADT/Dwelling Unit
General Light Industrial (110): 4.87 ADT/1,000 sq. ft.
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial/other use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial/other use
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day
6. Stormwater Drainage: LOS Standard 25-yr, 24-hr event. Drainage system to be designed to meet the req. of the LDC during subdivision or site plan review.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)



City of DeLand
SMLU23-227
1605 N KEPLER
LAND USE CHANGE



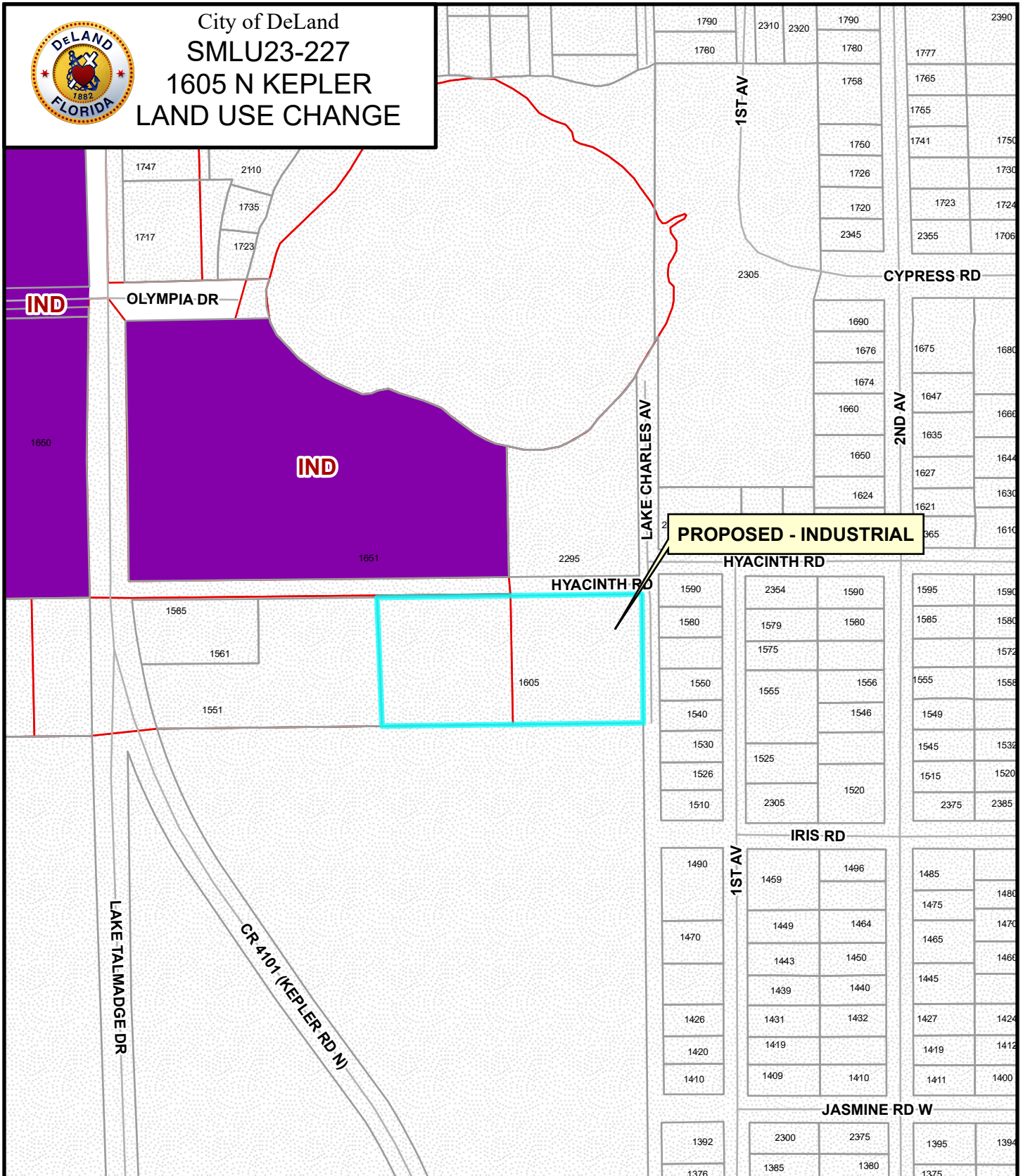
DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
Urban Low Intensity	Mixed Office - Residential	Redevelopment	Community
Low Density Residential	Mixed Commercial	Gateway	Commerce
Medium Density Residential	Business Retail	Rail Spur	West Central District
High Density Residential	Highway Commercial	Industrial	County





City of DeLand
SMLU23-227
1605 N KEPLER
LAND USE CHANGE



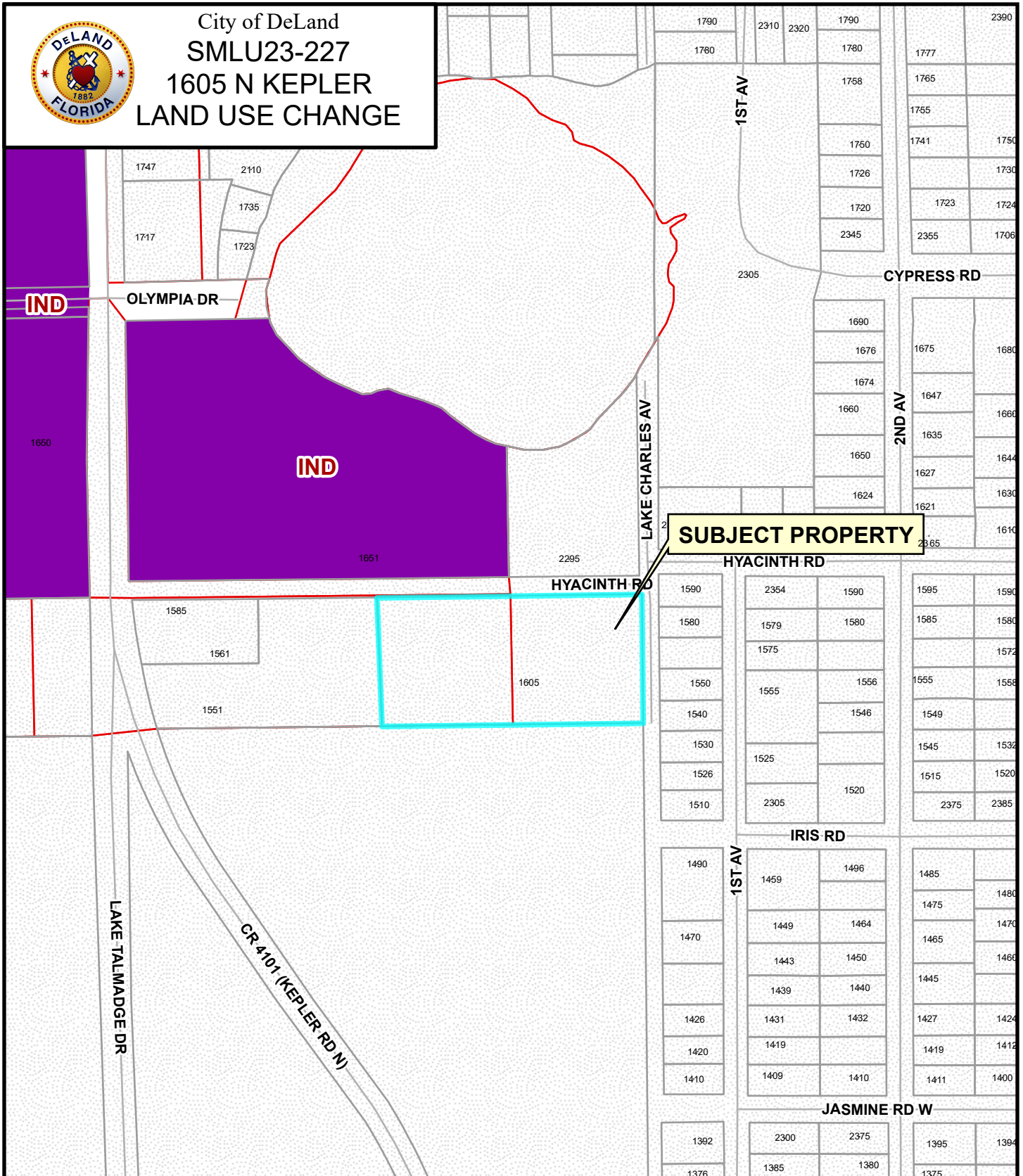
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Agricultural Conservation	Educational	Downtown Commercial	New Community Development
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City of DeLand
SMLU23-227
1605 N KEPLER
LAND USE CHANGE



DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
Urban Low Intensity	Mixed Office - Residential	Redevelopment	Community
Low Density Residential	Mixed Commercial	Gateway	Commerce
Medium Density Residential	Business Retail	Rail Spur	West Central District
High Density Residential	Highway Commercial	Industrial	County





City of DeLand
SMLU23-227
1605 N KEPLER



CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Second Reading of Ordinance No. 2024-34, Changing the Zoning for 4.56 Acres of Property, Located at 1605 North Kepler Road, from Volusia County I-1 (Light Industrial) and Volusia County R-4 (Urban Single Family) to City of DeLand M-1 (Industrial).(1st. Rdg. 05-20-24).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-34 , Exhibit A-Legal Description, Z23-228 Survey, Z23-228 Staff Report, Z23-228 Zoning Current, Z23-228 Zoning Proposed, Z23-228 Concept Plan, Z23-228 Location, Z23-228 Aerial

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

The applicant, Christopher Casey, on behalf of the owner, is requesting to rezone the property located at 1605 N. Kepler Rd. from Volusia County I-1 (Industrial) and Volusia County R-4 (Single Family Residential), to City of DeLand M-1 (Industrial). The owner is currently using the subject property for outdoor storage of construction equipment and wishes to construct a single 6,000 sq. ft. office building. The owner will be required to submit a site plan for the new office building and for the screening of all outdoor storage. The site plan will need to conform to all development standards including stormwater management, landscape buffers and lighting.

On April 10, 2024, the Planning Board recommended approval of the requested rezoning.
On May 20, 2024, the City Commission voted to approve the rezone request, on first reading.
This is the second and final reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan under Strategic Focus Area: Preparing for the Future/Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future. This step will support an existing, local business.

SUSTAINABILITY:

An important step in the annexation process is providing the newly-annexed property with an appropriate zoning designation. The M-1 Industrial zone district is appropriate for the use of the subject property and is compatible with the future land use.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

Staff recommends that the City Commission approve the rezone request on second reading.

BACKGROUND/DISCUSSION:

The subject property currently has split zoning of Volusia County R-4 on the east side and Volusia County I-1 on the west side. The property is separated from the residential zoning by the unimproved Lake Charles Ave. right-of-way, and it directly abuts industrial uses to the west. Where the property abuts residential land uses, significant buffering will be required through the site plan review process.

ORDINANCE NO. 2024 - 34

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S I-1, LIGHT INDUSTRIAL AND VOLUSIA COUNTY'S R-4, URBAN SINGLE FAMILY TO CITY OF DELAND'S M-1, INDUSTRIAL ON PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 1605 N. Kepler Road and more particularly described in the attached Exhibit "A", is currently zoned as I-1, Light Industrial and R-4, Urban Single Family pursuant to Volusia County's Zoning Ordinances; and

WHEREAS, the property currently has a Land Use Designation of Industrial/Warehouse pursuant to the City of DeLand's Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to City of DeLand's M-1, Industrial; and

WHEREAS, the M-1, Industrial zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

Section 1. The City Commission has held a public hearing on the application for a change of zoning from Volusia County's I-1, Light Industrial and Volusia County's R-4, Urban Single Family to City of DeLand's M-1, Industrial zoning designation, on the following described property:

See legal description attached hereto as Exhibit "A"

Tax Parcel Identification No. 602601000690

Section 2. The City Commission hereby finds that the M-1, Industrial zoning designation is consistent with the property's Industrial/Warehouse future land use designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from Volusia County's I-1, Light Industrial and Volusia County's R-4, Urban Single Family to City of DeLand's M-1, Industrial zoning designation on the parcel described in Section 1.

Section 4. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the

property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 15th day of July, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 20, 2024
Adopted on second reading: July 15, 2024

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (CREATED BY SURVEYOR)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN S00°29'0"E, ALONG THE EAST LINE OF SAID LOT 69, A DISTANCE OF 310.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'54"W, ALONG THE SOUTH LINE OF SAID LOT 69, A DISTANCE OF 640.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ALONG THE WEST LINE OF SAID LOT 69, A DISTANCE OF 310.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN S89°52'57"E, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 69 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 198,534 SQUARE FEET AND / OR 4.56 ACRES.

SECTION 2, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND
VOLUSIA COUNTY, FLORIDA

LOT 54

LOT 53

LOT 52

HYACINTH RD.

(60' R/W) (ASPHALT)

FD. N/D
#3282

1ST AVE.

(60' R/W)

DAYTONA PARK ESTATES
SECTION C BLOCK 17
MAP BOOK 23 PG. 974

LAKE CHARLES AVE.
(40' R/W) (NOT OPEN)

FD. 1/2" IR NO ID	1
FD. 1/2" IR NO ID	2
FD. 1/2" IR NO ID	3
FD. 1/2" IR ILLEGIBLE	4
FD. 1/2" IR ILLEGIBLE	5
FD. 1/2" IR ILLEGIBLE	6
FD. 1/2" IR ILLEGIBLE	7
FD. 1/2" IR ILLEGIBLE	8
FD. 1/2" IR ILLEGIBLE	9
FD. 1/2" IR ILLEGIBLE	10
FD. 1/2" IR ILLEGIBLE	11
FD. 1/2" IR ILLEGIBLE	12
FD. 1/2" IR ILLEGIBLE	13
FD. 1/2" IR ILLEGIBLE	14
FD. 1/2" IR ILLEGIBLE	15
FD. 1/2" IR ILLEGIBLE	16
FD. 1/2" IR ILLEGIBLE	17
FD. 3/8" IR&C #3736	18
FD. 3/8" IR&C #3736	19
FD. 3/8" IR&C #3736	20
FD. 3/8" IR&C #3736	21

TO
KEPLER RD.

S89°52'54"E
523.38'(FM)

LOT 68

BLUE LAKE CELERY
COMPANY SUBDIVISION
MAP BOOK 4, PG. 171

VACANT PARCEL

LOT 69

LOT 70

S89°52'54"E 640.94'(FM)

DESCRIPTION: (PER ORB 5646 PG. 1161)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION
ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4,
PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY COMMUNITY #125155, PANEL #12127C0470 H, DATED FEBRUARY 19, 2014. THIS FLOOD INSURANCE RATE MAP IS NOT A NAVY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
11. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM.

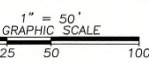
NOTE:

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER, THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

TREE LEGEND



= LAUREL OAK
= PINE



ABBREVIATIONS					
A/C	= AIR CONDITIONER	N/W	= NAIL AND WASHER	S	= SOUTH
(C)	= CALCULATED	O.R.	= OFFICIAL RECORDS	S/T	= SEPTIC TANK
CL	= CENTERLINE	P	= FOUND	S.F.	= SQUARE FEET
CLF	= CHAIN LINK FENCE	O/H	= OVERHANG	TYP.	= TYPICAL
CONC.	= CONCRETE	P/E	= OVERHEAD ELECTRIC LINE	W	= WEST
CONC.	= CONCRETE SLAB	PG.	= PAGE	W/F	= WOOD FENCE
CM	= CONCRETE BLOCK	(P)	= PLAT (MAP) DIMENSION	W/M	= WATER METER
CM	= CONCRETE MONUMENT	P/P	= POWER POLE	L	= LENGTH OF CURVE
(D)	= DEED OR DESCRIPTION	P.C.	= POINT OF CURVATURE	R	= RADIUS
D/U	= DRAINAGE/UTILITY EASEMENT	P.F.	= FINISHED FLOOR	T	= TANGENT DISTANCE
E/P	= EDGE OF PAVEMENT	P.O.B.	= POINT OF BEGINNING	C.B.	= CHORD BEARING
ESMT	= EASEMENT	P/L	= PROPERTY LINE	CH	= CHORD DISTANCE
		N/D	= NAIL AND DISK		

EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date: 9/19/19	Drawing Number: 23-0328	Scale: 1"=50' Drawn By: JLM
For: CFB Outdoors, Inc.		

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLY IN FORM WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61-171, F.A.C. PURSUANT TO SECTION 472.092, FLORIDA STATUTES.

LAUREY R. EFIRD JR.
Professional Surveyor & Mapper No. 04821

REVISED 9/15/2023 TO
UPDATE SURVEY AND
ADD TOP & TREES

REVISED 9/26/19 TO
CHANGE CERTIFICATIONS

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD
April 10, 2024**

APPLICATION NO.: Z23-228

APPLICANT: Christopher Casey, Zahn Engineering

REQUEST: Amend the existing zoning designation from Volusia County I-1 and R-4 to City of DeLand Industrial M-1

APPLICABLE REGULATIONS:

Article XII

ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location: 1605 N. Kepler Rd.
Parcel Size: ± 4.56 acres
Parcel ID: 602601000690
Land Use: Industrial/Warehouse (IND)
Existing Zoning: VC: R-4/VC: I-1
Existing Use: Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	IND	VC: I-1 Light Industrial
South:	VC: ULI	VC: RFPUD
East:	VC: ULI	VC: R-4 Urban Single Family
West:	VC: IND	VC: I-1 Light Industrial

B. ANALYSIS:

The site currently consists of a single parcel that totals ± 4.56 acres. It lies just east of N. Kepler Rd. and is south of International Speedway Blvd. The subject property is currently vacant and partially wooded. The applicant is currently using it for outdoor storage, but wishes to construct a single 6,000 sq. ft. office building. The applicant will be required to submit a site plan for the new office building. The site plan will also need to include the screening of all outdoor storage.

Per Section 33-27.04(b)(4), the following standards apply to outdoor storage in the M-1 zoning district.

- No outdoor storage area shall be located in the landscape buffer area.
- The storage area shall be entirely screened with an opaque screen of at least eight feet in height. Webbed chain link fences may not be utilized to meet this requirement. Masonry block, wood, vinyl or other building materials are permitted.
- The screen must be set back at least five feet from the rear and side lot lines.

- Screening may be composed entirely of plant materials provided that at maturity, or within one year, whichever is less, the plant materials shall be at least eight feet high and 85 percent opaque. If the screen is constructed of block, wood, or other building materials, then two shrubs per 30 linear feet of fence will be required to be planted on the exterior side of the screen. Shrubs may be clustered.

Volusia County instructed the applicant to request to annex into the city, as the property will utilize the city's water and sewer services.

The applicant has also applied for concurrent review of an annexation (AN23-217) and land use amendment (SMLU23-227).

Review by the Technical Review Committee was not required.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The subject property has split zoning of Volusia County R-4 on the east side and Volusia County I-1 on the west side. The property is separated from the residential zoning by the unimproved Lake Charles Ave. right-of-way, and it directly abuts industrial uses to the west. Where the property abuts residential land uses, significant buffering will be required.

The development is consistent with the Comprehensive Plan in that the underlying proposed land use category of Industrial/Warehouse is compatible with M-1 zoning.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

This request is for an amendment to the zoning designation only, and no site plan has been submitted at this time. Review of the environmental impacts will occur once a site plan is received.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The property is currently vacant of any development, however, it appears that it is currently being used for outdoor, industrial storage. The rezone to M-1 and development of the property should have a positive impact on the City's tax base.

4. Will the proposed rezoning have an impact upon governmental services?

Governmental services such as potable water, sewer, solid waste, police, and fire are available for the subject property and will be provided by the City.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The subject property is located in a predominately industrial area. As such, rezoning the property to M-1 would be consistent with the other surrounding zoning and uses.

6. Was there a mistake in the original classification?

No; the property is being annexed into the City and therefore needs to be assigned City zoning. Additionally, the property currently has Volusia County split zoning. Zoning to the city's M-1 district will incorporate the entire parcel into one zoning district within the city limits of DeLand.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The rezoning should not have a negative impact on the general area. It is adjacent to other industrially zoned property and will have substantial landscaping where adjacent to residential.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

The rezone request will not adversely impact health, safety, or welfare due to the proximity to similar uses and light industrial development, along with provisions for additional landscape buffering to mitigate impacts to nearby residential.

C. CONCLUSION:

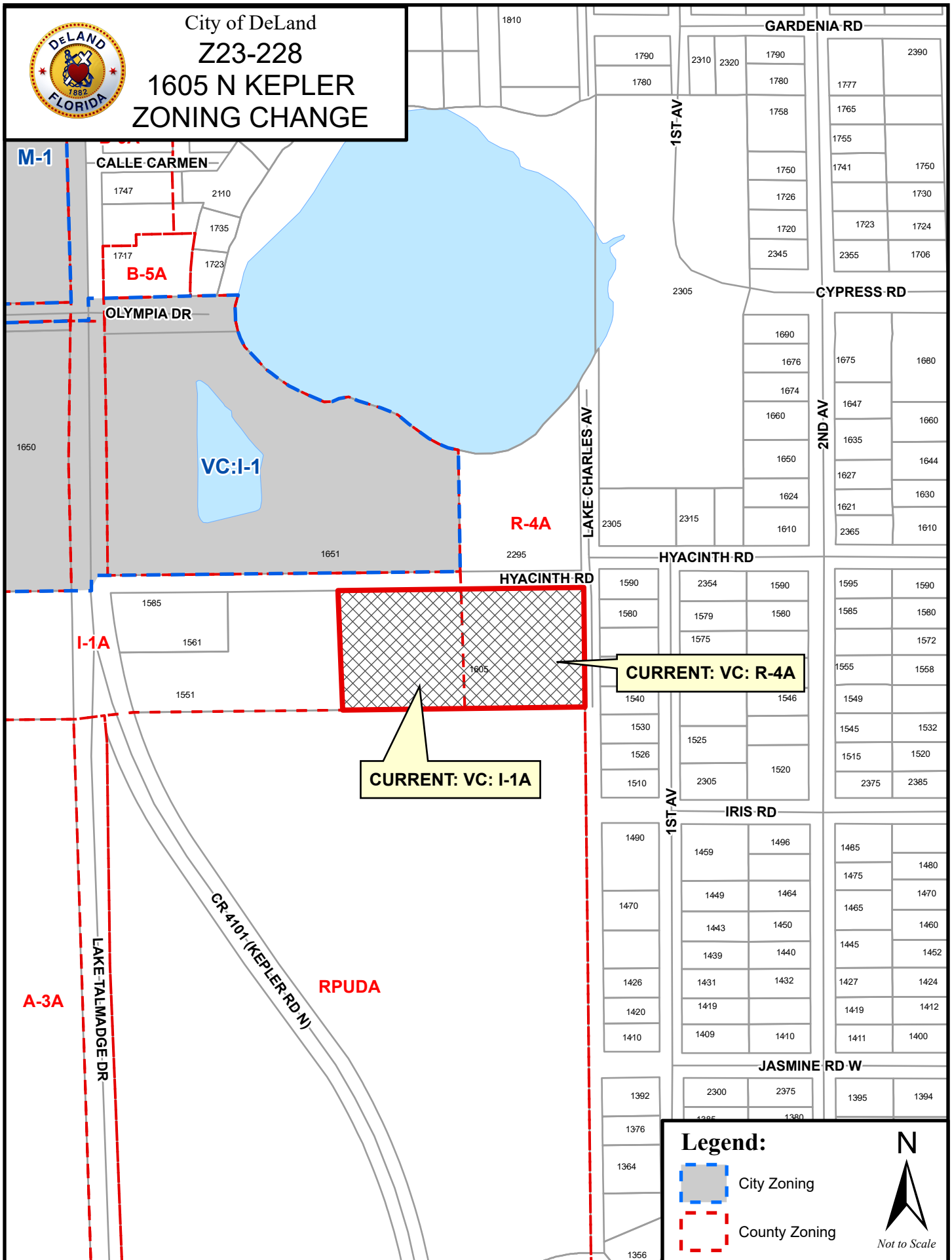
The request is to rezone the subject property from Volusia County R-4, Urban Single Family and Volusia County I-1 Light Industrial, to City of DeLand M-1, Industrial.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation of approval, subject to addressing all comments from the Planning Board.

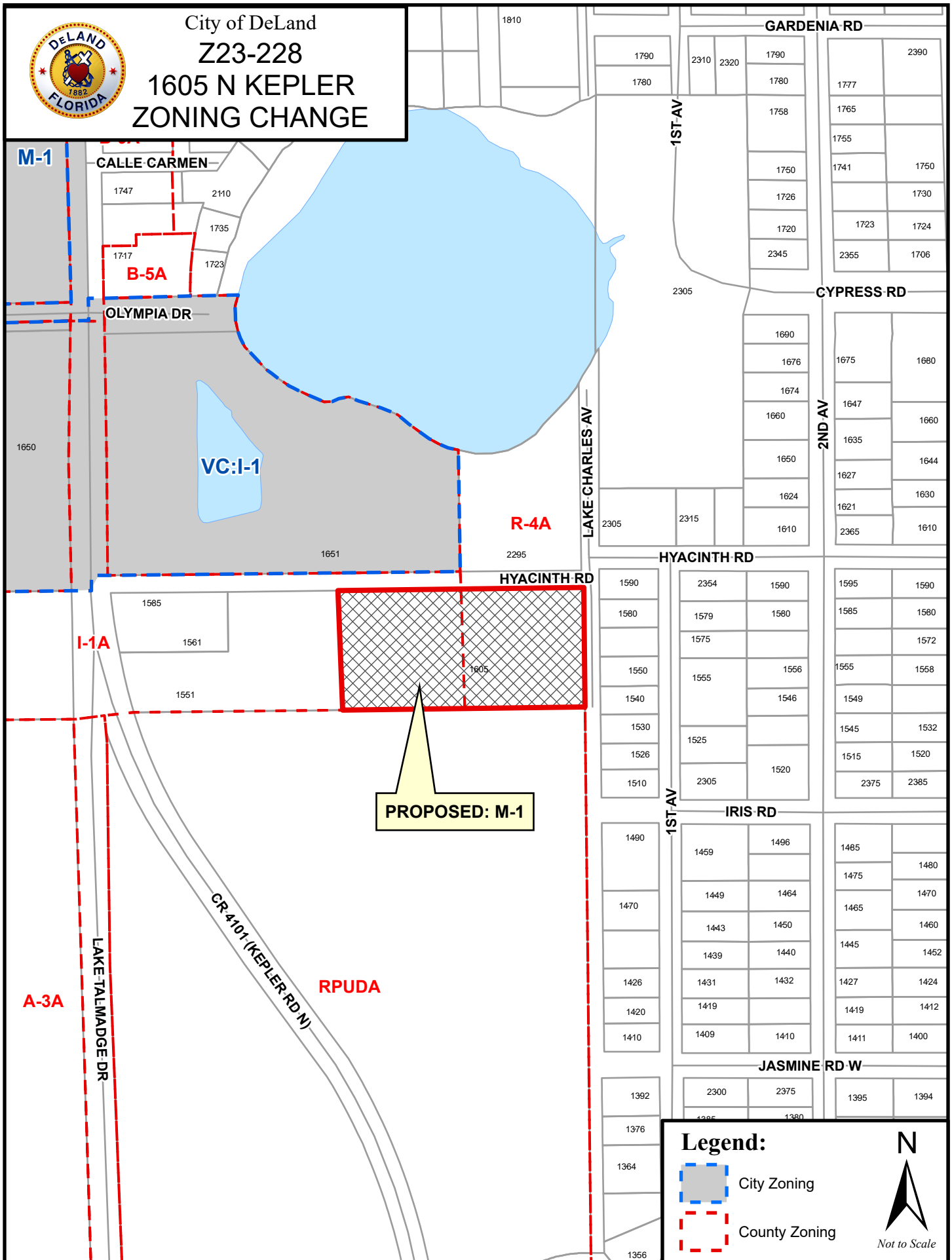


City of DeLand
Z23-228
1605 N KEPLER
ZONING CHANGE



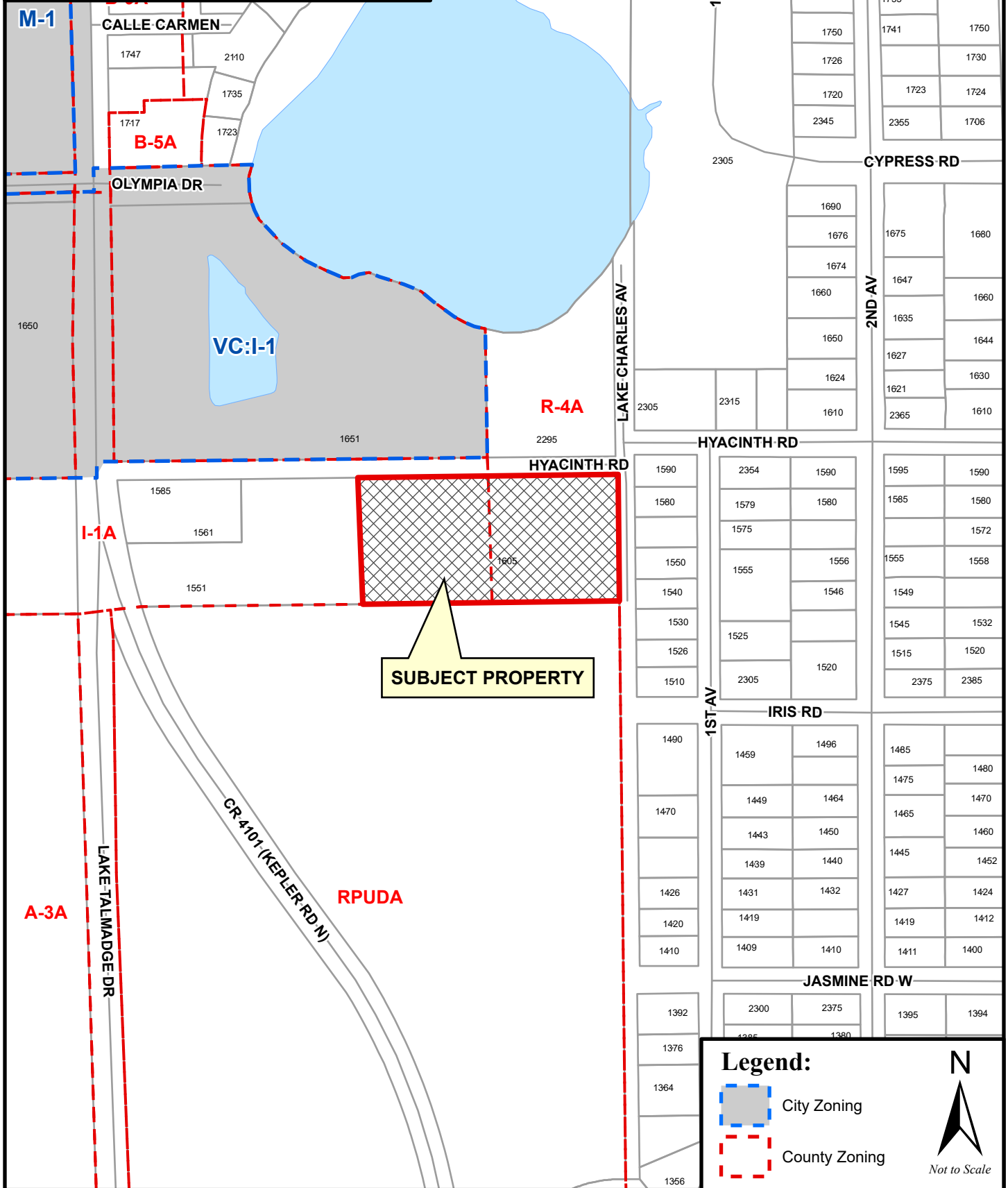


City of DeLand
Z23-228
1605 N KEPLER
ZONING CHANGE





City of DeLand
Z23-228
1605 N KEPLER
ZONING CHANGE



Legend:

- City Zoning
- County Zoning





City of DeLand
Z23-228
1605 N KEPLER
ZONING CHANGE



CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Resolution Approving the Proposed Millage Rate for Fiscal Year 2024-2025.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, July 11, 2024

SUMMARY/HIGHLIGHT:

The certification of property tax values by the Volusia County Property Appraiser on July 1st provides a taxable value of \$3,498,948,702, of which \$174,281,069 is considered taxable new construction and annexation values. This represents an approximate 14.63% increase from the final taxable value from the prior year. The rolled-back rate is the rate that produces the same amount of revenue as received in the current fiscal year. The estimated rolled-back rate for the tax year 2024 is 5.9693 mills.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The millage rate proposed for operating purposes is 6.3841. This is a decrease of 0.1 mills in the operating millage rate from FY 23-24. The proposed operating millage of 6.3841 is 6.95% above the rolled-back millage rate of 5.9693. The total ad valorem tax revenue is \$20,461,116 for FY 24-25, with the General Fund receiving \$19,179,111 and the Capital Fund receiving \$1,282,005.

RECOMMENDATION:

Staff recommends that the City Commission establish the proposed millage rate at 6.3841 mills for operating purposes and instruct the Property Appraiser to advertise the rate in the "TRIM" Notice to DeLand's taxpayers and establish the dates and times for the first public hearing on Wednesday, September 4th at 7:00 p.m. and the final public hearing on Monday, September 16th at 7:00 p.m.

BACKGROUND/DISCUSSION:

The Truth in Millage Act (TRIM) requires the City to advise the Property Appraiser, by August 1st, of the proposed millage rate, as well as the date, time and place of the budget hearings. The Property Appraiser is then required to mail a "Notice of Proposed Property Taxes" (TRIM Notice) to each property owner. The first budget hearing will need to be scheduled for the first City Commission meeting in September (September 4th), at which time a public hearing will be held on the tentative millage and budget. The tentative millage rate cannot exceed the proposed millage rate presented in the "TRIM Notice" without notification of the increase to each taxpayer by first class mail at the City's expense. The City Commission may, however, reduce the tentative millage rate during the public hearing held in September.

A comparison of the millage rates for the prior year and the proposed budget is as follows:

	FY 24-25	FY 23-24	Change	% Change
Operating	6.3841	6.4841	-0.1000	-1.54%
Debt Service	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.00%</u>
Total	6.3841	6.4841	-0.1000	-1.54%

The City does not have a debt service millage rate due to the payoff of the general obligation debt during FY 2018-2019.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING
A PROPOSED MILLAGE RATE FOR FISCAL YEAR 2024-2025; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a proposed operating millage rate of 6.3841 mills which is 6.95% more than the estimated rolled back rate of 5.9693, and

WHEREAS, each taxpayer within the corporate limits of DeLand will be sent notice by first class mail by the Property Appraiser of the public hearing setting the tentative millage rate and proposed budget; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 7:00 p.m. at the City Hall Commission Chambers on September 4, 2024, and the final public hearing has been scheduled for 7:00 p.m. at the City Hall Commission Chambers on September 16, 2024; and

WHEREAS, it is necessary for the City to approve and adopt its proposed millage rate for the fiscal year 2024-2025;

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

Section 1. The City Commission of the City of DeLand hereby adopts a 6.3841 proposed operating millage rate.

Section 2. The proposed operating millage rate hereby adopted is 0.4148 more than the estimated rolled back rate.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 15th day of July, 2024.

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessey
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: First Reading of Ordinance Increasing the Salaries for City Commissioner's and the Mayor-Commissioner.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: City Commission Salary Ordinance

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

The proposed ordinance provides for an increase in compensation of the Mayor and City Commissioners. Staff conducted a survey of the salaries paid to city elected officials in Volusia County and determined that DeLand's salaries for the Mayor and Commissioner were low. The last time they were adjusted was in 2016. This ordinance adjusts the annual compensation for Commissioners to \$15,002 and for the Mayor to \$20,020. If approved, the new salaries would go into effect after the general election in November.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The increase in salaries would cost \$18,651 annually.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The current salary for the mayor is \$16,302.00 and for the commissioners is \$11,601.20 which is well below the average salary for mayors and commissioners of various municipalities in Volusia County. In light of the extensive time and expense it takes to fulfill the official duties of each respective office it is recommended that the City Commission approve a salary increase for the Mayor and Commissioners to \$20,020 annually and \$15,002, respectively.

ORDINANCE NO. 2024-XXX

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA
INCREASING THE SALARIES FOR CITY COMMISSIONERS AND THE
MAYOR-COMMISSIONER IN ORDER TO BE COMMENSURATE WITH
CURRENT COMPENSATION RATES, PURSUANT TO THE CHARTER
OF THE CITY OF DELAND, ARTICLE II, SECTION 11 “SALARY”;
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Pursuant to Article II, Section 11 of the Charter of the City of DeLand, the City Commission shall determine the salaries for the City Commission and Mayor-Commissioner, with an effective date after the next general election; and

WHEREAS, staff has surveyed the salaries paid to other elected officials in Volusia County and have concluded that on an average daily basis, as well as a salary per capita basis, the salaries paid to elected officials of the City of DeLand are very low; and

WHEREAS, the City of DeLand finds that the time demands placed on elected officials to fulfill their official duties is extensive; and

WHEREAS, a salary established at a level that does not compensate for the time and expense involved in fulfilling those official responsibilities creates a disincentive for citizens to serve as elected officials.

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

Section 1. The City Commission hereby finds that pursuant to Article II, Section 11, of the Charter of the City of DeLand, the salary for individual members of the City Commission and Mayor-Commissioner shall be as follows:

Individual City Commission members	\$15,002 annually
Mayor-Commissioner	\$20,020 annually

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

Section 3. This Ordinance shall take effect to change the salaries of the Mayor-Commissioner and City Commissioners on November 30, 2024, such that the salaries will be adjusted starting on that date.

PASSED AND DULY ADOPTED this ___ day of _____, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re Discussion on Tiny Home Regulations.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: DRAFT Tiny Home Regulations - CC & PB discussion - July 2024

APPROVED BY: Michael Pleus, City Manager, July 11, 2024

SUMMARY/HIGHLIGHT:

In order to provide additional affordable housing options and opportunities for infill development within the City's Core Gateway Overlay, staff has created a set of draft tiny home regulations to discuss with both Planning Board and City Commission. Over the years, a number of developers have expressed interest in building tiny home communities within the City. However, the City's minimum house square footage, parking, and tree protection requirements have made tiny home developments difficult and costly. Tiny homes could be possible with a Planned Development (PD), but the administrative and legal costs associated with a PD zoning amendment have kept tiny home developments out of reach. Staff have researched tiny home developments throughout the state and the country and have reviewed regulations and requirements within other cities and counties. Staff has developed a draft set of regulations that include locational, performance, and architectural standards intended to create a tiny home village that limits the impact on adjacent properties and promotes development patterns that are compatible with the surrounding areas.

This initial draft would allow tiny homes within the City's Core Gateway Overlay on properties with R-2, R-8, R-12, and R-16 zoning and properties with C-1, and C-2 zone districts with a mixed-commercial future land use designation, provided specific standards are met:

1. Locational standards
2. Density
3. Dimensional standards
4. Setbacks
5. Separation between structures
6. Impervious surface
7. Height
8. Parking
9. Bicycle parking
10. Landscaping
11. Tree protection
12. Design standards
13. Common area standards
14. Storage
15. Maintenance

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Develop a "missing middle" housing strategy and increase opportunities for affordable housing. This discussion will provide staff with feedback and guidance to develop tiny home regulations for some areas within the City's

Core Gateway Overlay to encourage. These regulations, if adopted, would provide an affordable housing option.

SUSTAINABILITY:

By encouraging redevelopment in the City's Core Gateway Overlay, new development would be located where existing services and infrastructure already exists.

FISCAL IMPACT:

None. These regulations would be drafted in-house with existing planning staff.

RECOMMENDATION:

No formal action is requested. Staff is requesting direction and feedback.

BACKGROUND/DISCUSSION:

Staff has researched existing tiny home developments and has drafted an initial set of regulations to facilitate a discussion with City Commission and Planning Board regarding the possible adoption of tiny home standards.

The following draft regulations are proposed to be added to Article 1 and 2 of the Land Development Regulations:

33-12. Definitions

Tiny home – means a small-format residential structure built as part of a multi-family development with a minimum of 200 square feet to a maximum of 600 square feet under heat and air. Said structure is transportable in one or more sections on a temporary chassis or other conveyance device, and designed to be used on a permanent foundation system. The structure contains plumbing, heating, air conditioning, and an electrical system, meets all applicable Florida Building Code standards and meets all ADA and Fair Housing Act standards.

Tiny home community – means a multi-family development of three (3) or more tiny homes on a single lot or parcel.

Manufactured modular home means a structure or building module as defined by statute and under the jurisdiction and control of the Florida Department of Community Affairs, installed and used as a residence, transportable in one or more sections on a temporary chassis or other conveyance device, and designed to be used on a permanent foundation system. The structure contains plumbing, heating, air conditioning, and an electrical system. The term does not include a mobile home. The term may include a Tiny home (see **Tiny home**).

33-17 Zoning districts

33-17 Allowed uses in residential zoning districts

	R-R	R-R1	R-1AA	R-1A	R-1B	R-1	R-1C	R-2	R-8	R-12	R-16	R-M	E-1
<u>Tiny home community</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		

33-17.23 Allowed uses in commercial zoning districts

	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
<u>Tiny home community</u>			<u>C</u>	<u>C</u>					

33-19. – Special requirements applicable to conditional uses. (the following subsection will be added)

33-19.15. Tiny Home Community Performance Standards and Conditions

- a) **Intent.** A Tiny home community is intended to provide affordable housing options and opportunities for infill development within the City’s Core Gateway Overlay, with site designs that limit the impact on adjacent properties and promote development patterns that are compatible with the surrounding areas.
- b) **General regulations and restrictions**

Tiny Home Communities are allowed in the, R-2, R-8, R-12, and R-16; and C-1, and C-2 zone districts with a mixed-commercial future land use designation, provided the following standards and conditions are met:

1. Locational Standards

- i. Located only within the Core Gateway Overlay. A Tiny Home Community shall not be located on lots or parcels abutting or with direct access on New York Avenue or Woodland Boulevard.

2. Maximum Density

- i. A maximum density of 20 units per acre

3. Dimensional Standards

- i. Maximum lot or project size 2 acres

4. Setbacks

- i. Perimeter – 10 feet
- ii. Street – 20 feet
- iii. Corner Lots – 2 street setbacks
- iv. Vehicle use separation of 5 feet. The vehicle use separation area may encroach up to 5ft in the perimeter setback

5. Minimum separation between structures

- i. 10 feet

6. Impervious surface

- i. Maximum 60% impervious surface

7. Height

- i. Maximum height 30 feet

8. Parking

- i. All parking shall be clustered or grouped to maximize open space and common areas.
- ii. 1 space per unit
- iii. 0.25 guest spaces per unit

9. Bicycle Parking

- i. 0.5 bicycle parking space per unit
- ii. Bicycle parking shall be secure, covered, and centrally located.

10. Landscape buffers

Landscaping shall be provided to minimize impact to surrounding properties and to create a cohesive site.

- i. A minimum Class B landscape buffer is required along the street frontage.
- ii. A minimum of a 10-foot landscape buffer shall be provided along the perimeter, and shall contain a minimum of 1 tree and 10 shrubs every 100 linear feet.
- iii. Landscape buffers may be reduced upon formal request to the Technical Review Committee (TRC), and may be granted on a case-by-case basis, provided the minimum 15% tree protection area is provided.

11. Tree Protection Area 15%

- i. The minimum 15% tree protection area may reduced to 10% upon formal request, on a case-by-case basis, provided additional site amenities are provided and all other performance standards such as parking, landscaping, buffers, and maximum impervious areas are met.

12. Design Standards

- i. Structures shall include 360 degree / 4-sided architecture.
- ii. Front porches, decks, patios, or covered rear stoops shall be included on all of the units.
- iii. Pitched roofs are encouraged.
- iv. For sites with six (6) or more units, a variety of architectural styles is required:

<u>6-15 units</u>	<u>3 styles</u>
<u>16-30 units</u>	<u>5 styles</u>
<u>31-40 units</u>	<u>6 styles</u>

13. Common Area

- i. All units should face the common area or common walkways.
- ii. The common area shall be usable and may include gathering spaces, common green space, community gardens, recreational areas, play areas, and plazas.
- iii. An internal paved sidewalk system shall be included to connect all tiny homes to the common open space area and group/clustered parking areas as well as any on-site amenities such as covered bike parking area(s), recreation areas, community gardens, dog park, etc.

14. Storage

- i. At least 1 storage structure (maximum 100 sq. ft) shall be constructed in each tiny home community. No more than 3 storage structures shall be allowed.

15. Maintenance

Each tiny home community shall be responsible in maintaining all common areas, common landscaping, stormwater facilities, buffers, parking area, lighting, shared utility buildings and sidewalks, emergency vehicle access, and internal drives.

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re Amendment to Solid Waste Collection Contract to Provide for Weekly Residential Bulk Service Collection.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: GFL Amendment - Residential Bulk Pickup Revised, Exhibit D-GFL Contract Amendment

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

The current solid waste collection contract provides for residential bulk pick up (items that do not fit in a garbage can) two times per year and requires the customer to contact GFL. Staff proposes to amend the contract to provide for automatic weekly pick up on the scheduled garbage collection date for an increase of \$1.25 per month per customer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There will be no net impact to the City from this amendment as the charge is passed through to the customer.

RECOMMENDATION:

Staff recommends that the City Commission approve the amendment.

BACKGROUND/DISCUSSION:

The solid waste contract currently provides for residential bulk waste removal two times per year for each residential customer without additional charge. This requires the resident to call GFL and schedule the pickup. Additional pick-ups are charged. Residents routinely leave their bulk waste out with their garbage and do not schedule the pickup, which creates significant collection inefficiencies. GFL has offered to collect up to three cubic yards from each residential customer for an additional charge of \$1.25 per residence per month. This amount would be charged to every customer regardless of how many times they take advantage of the bulk pick-up.

**AMENDMENT TO CONTRACT/FRANCHISE AGREEMENT BETWEEN THE CITY
OF DELAND AND GFL SOLID WASTE SOUTHEAST, LLC RELATING TO
SOLID WASTE AND RECYCLE COLLECTION SERVICES**

THIS AMENDMENT TO THE CONTRACT/FRANCHISE AGREEMENT BETWEEN THE CITY OF DELAND AND GFL SOLID WASTE SOUTHEAST, LLC RELATING TO SOLID WASTE AND RECYCLE COLLECTION SERVICES dated October 1, 2022 is made and entered into this 15th day of July, 2024, by and between the CITY OF DELAND, a Florida municipal corporation (the “City”), whose mailing address is City Hall, 120 South Florida Avenue DeLand, Florida 32720, and GFL SOLID WASTE SOUTHEAST, LLC, a Delaware limited liability company (“GFL”), whose corporate address is 3301 Benson Drive, Suite 602, Raleigh, North Carolina 27609, and whose local address is 1378 South Volusia Avenue, Suite A, Orange City, Florida 32763 (the City and GFL are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the City and the GFL entered into that certain Contract/Franchise Agreement Between the City of DeLand and GFL Solid Waste Southeast, LLC Relating to Solid Waste and Recycle Collection Services (the “Agreement”); and

WHEREAS, the City and the GFL desire to amend the terms of the Agreement to include the collection of residential bulk waste on a weekly basis in place of bulk removal twice a year for an additional \$1.25 fee per home per month.

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

1. The foregoing preamble is incorporated herein and forms a material part of this Agreement.
2. Section 25 “Miscellaneous Contractual Provisions” of the Agreement is amended to replace Exhibit “D”: List of collection charges with the attached as Exhibit “D”.
3. All other terms and conditions of the Contract/Franchise Agreement between the City of DeLand and GFL Solid Waste Southeast, LLC Relating to Solid Waste and Recycle Collection Services dated October 1, 2022, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by their undersigned officials as duly authorized.

GFL SOLID WASTE SOUTHEAST, LLC
a Delaware limited liability company

By: _____
Todd Strong
Regional VP

CITY OF DELAND

By: _____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

Solid Waste & Recycle Collection Services / RFP-22-03

Price Form – **FY24/25 CPI Adjustment = 3%. Effective 10-1-2024.**

All prices will be fixed for the first year of the contract.

Service Description	Unit Price
Residential Service Collection Component	
Once a week solid waste collection, transport, and disposal (64 or 96-gallon cart)	\$ <u>15.82</u> Monthly Unit Price
Once a week recycling collection, transport, and disposal (64-gallon cart or 18-gallon bin)	
Once a week yard waste/trash collection, transport, and disposal (1 cubic yard or less)	
Once a week Bulk Collection (Up to 3 cubic yards)	\$ 1.25 Monthly Unit Price
Fuel Component	
Fuel Component (Each Residential Service Unit)	\$ <u>1.23</u> Monthly Unit Price
Total Monthly Charges (Services Above)	\$ <u>18.30</u> Monthly Unit Price

Additional Costs

Service Description	Unit Price
Additional 64 or 96-gallon Cart	\$ <u>7.44</u> Monthly/Cart
Side/Rear yard service (non-disabled, 64 or 96-gallon cart)	\$ <u>82.67</u> Monthly/Cart
Apartments/Multi-family (served by carts)	\$ <u>20.94</u> Monthly/Unit
Residential Bulk Waste Collection (exceeding 3 cubic yards)	\$ <u>8.82</u> Each Item
Residential Yard Waste Special Pick-up (exceeding 1 cubic yard)	\$ <u>\$21.56</u> Per Cubic Yard
Two (2) Community Document Shredding Events per year	\$ <u>0.00</u> Annual Cost

Commercial Rates

Fees 10-1-2024

Container Size	Weekly Pick ups	Monthly Charges (Per cart provider)
96-gallon cart	1	\$ 22.04
96-gallon cart	2	\$ 44.09
96-gallon cart	3	\$ 66.14
96-gallon cart	4	\$ 88.17
96-gallon cart	5	\$ 110.23

Containerized (Uncompacted)

Non-Compacting	Weekly pick ups	Monthly Charge
2 yard	1	\$ 82.67
2 yard	2	\$ 165.35
2 yard	3	\$ 248.01
2 yard	4	\$ 330.68
2 yard	5	\$ 413.35
2 yard	6	\$ 496.03
2 yard	7	\$ 578.70
3 yard	1	\$ 141.05
3 yard	2	\$ 282.10
3 yard	3	\$ 423.14
3 yard	4	\$ 564.19
3 yard	5	\$ 705.20
3 yard	6	\$ 846.25
3 yard	7	\$ 987.30
4 yard	1	\$ 153.85
4 yard	2	\$ 307.69
4 yard	3	\$ 461.54
4 yard	4	\$ 615.40
4 yard	5	\$ 769.23
4 yard	6	\$ 923.09
4 yard	7	\$ 1,070.52
5 yard	1	\$ 167.81
5 yard	2	\$ 335.59
5 yard	3	\$ 503.41
5 yard	4	\$ 671.21
5 yard	5	\$ 839.01

5 yard	6	\$ 1,006.81
5 yard	7	\$ 1,174.62

6 yard	1	\$ 214.94
6 yard	2	\$ 374.78
6 yard	3	\$ 644.83
6 yard	4	\$ 859.77
6 yard	5	\$ 1,074.72
6 yard	6	\$ 1,289.66
6 yard	7	\$ 1,504.60

8 yard	1	\$ 286.59
8 yard	2	\$ 573.18
8 yard	3	\$ 859.77
8 yard	4	\$ 1,146.37
8 yard	5	\$ 1,432.96
8 yard	6	\$ 1,719.55
8 yard	7	\$ 2,006.14

Containerized (Compacted)

Non-Compacting	Weekly pick ups	Monthly Charge
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2 yard	1	\$ 159.83
2 yard	2	\$ 319.65
2 yard	3	\$ 479.48
2 yard	4	\$ 639.30
2 yard	5	\$ 799.13
2 yard	6	\$ 958.95
2 yard	7	\$ 1,118.78

3 yard	1	\$ 217.72
3 yard	2	\$ 435.44
3 yard	3	\$ 653.16
3 yard	4	\$ 870.89
3 yard	5	\$ 1,089.29
3 yard	6	\$ 1,306.33
3 yard	7	\$ 1,524.05

4 yard	1	\$ 297.62
4 yard	2	\$ 595.24
4 yard	3	\$ 892.86
4 yard	4	\$ 1,193.56
4 yard	5	\$ 1,488.09
4 yard	6	\$ 1,785.71
4 yard	7	\$ 2,083.33

5 yard	1	\$ 301.36
5 yard	2	\$ 602.71

5 yard	3	\$ 904.07
5 yard	4	\$ 1,205.43
5 yard	5	\$ 1,506.81
5 yard	6	\$ 1,808.14
5 yard	7	\$ 2,109.50

6 yard	1	\$ 440.91
6 yard	2	\$ 881.82
6 yard	3	\$ 1,322.74
6 yard	4	\$ 1,763.65
6 yard	5	\$ 2,204.56
6 yard	6	\$ 2,645.47
6 yard	7	\$ 3,086.38

8 yard	1	\$ 409.89
8 yard	2	\$ 819.78
8 yard	3	\$ 1,229.67
8 yard	4	\$ 1,639.55
8 yard	5	\$ 2,049.44
8 yard	6	\$ 2,459.33
8 yard	7	\$ 2,869.22

Roll Off Container	20 yard	\$ 329.03
Per Pull Charge:	30 yard	\$ 329.03
	40 yard	\$ 329.03
	Compactors	\$ 358.24

Roll Off Compactor	10 yard	\$ 523.58
Monthly Rental/Lease:	20 yard	\$ 523.58
	30 yard	\$ 523.58
	40 yard	\$ 523.58

Delivery charge for all roll off type containers	\$ 275.57
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Additional charge for commercial containers:

Wheels on containers	
(each)	\$ 55.12
Locking bars and/or locks (each)	\$ 82.67

CITY OF DELAND
Request for Commission Action
July 15, 2024

SUBJECT: Consideration re Request for Informal Attorney General Opinion - School Speed Zone Cameras.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution School Speed Zone AGO Request

APPROVED BY: Michael Pleus, City Manager, July 10, 2024

SUMMARY/HIGHLIGHT:

Section 316.008(9), Florida Statutes, was adopted by the legislature in 2023 and provides for the enforcement of school speed zones through the use of traffic cameras. The City has analyzed the use of traffic cameras for school speed zone enforcement. The roads on which the speed zones would be enforced are within the corporate limits of the City but are on County roads. The County Attorney's office believes the overall statute requires the County to adopt an ordinance in order to allow the City to use cameras for school speed zones, but the City Attorney believes that a County ordinance is not required. The attorneys for the City and County have discussed this and believe the easiest way to answer this question is by requesting an informal opinion from the Attorney General's office.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution authorizing the City Attorney to request an informal opinion from the Florida Attorney General.

BACKGROUND/DISCUSSION:

The Florida Attorney General will not issue an Attorney General's Opinion without the request being accompanied by a resolution from the governing board of the governmental entity requesting the opinion (in this case the City Commission). Furthermore, the Attorney General will not issue opinions for the purpose of resolving disputes between governmental entities. However, in this case there is no dispute, and the City and County attorneys have the same question regarding the proper interpretation of the statute vis-a-vis the requirement for the County to adopt an ordinance as opposed to the City adopting the ordinance. The City and County attorneys both agree that requesting an informal opinion from the Florida Attorney General will be the

quickest and surest way to answer this question. The City Attorney will request an informal opinion because it will be answered more quickly than a formal opinion.

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE CITY ATTORNEY TO REQUEST AN ATTORNEY
GENERAL OPINION REGARDING SCHOOL SPEED ZONES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Florida Legislature enacted and the Governor signed into law House Bill 657 in the 2023 Legislative Session which provides counties and municipalities with the authority to enforce speed limit in school zones utilizing speed detection systems by enacting an ordinance; and

WHEREAS, the City Commission finds that speed violations in school zones present a danger to health and safety to the general public; and

WHEREAS, the City Commission wishes to implement a school speed zone detection system pursuant to Section 316.008(9) and Section 316.1895, Florida Statutes; and

WHEREAS, speed studies were conducted for Freedom Elementary, Starke Elementary, St. Barnabas School, and DeLand Middle School; and

WHEREAS, the City Attorney's Office interprets the statute to require only the City and not the County to enact an ordinance to authorize the implementation of a speed zone detection system when such speed zone falls within the corporate limits of the city, but the statute could be interpreted, due to the exact language of the statute, to require the County to adopt an ordinance in order for the City to be able to enforce the statute on a county road within the corporate limits of the City.

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

Section 1. In order to further the City's interest in public safety, the City of DeLand hereby authorizes the City Attorney to request an informal opinion from the Florida Attorney General regarding the interpretation of Section 316.008(9) and Section 316.1895, Florida Statutes, relating to school speed zone regulation .

Section 2. The City Attorney 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 ___ day of _____, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy, City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney