CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 7, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION Pastor Brian Garrison, St. Barnabas Episcopal Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, Kevar Williams Day.

2. Introduction of K-9 Midnight and Award of Appreciation of Central Florida K9.

3. Employee Years of Service Awards.

4. Presentation re Volusia District Schools Concurrency Review Process.

CONSENT AGENDA

1. Resolution re Surplus Equipment.

   It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

2. Resolution Approving Opioid Litigation Delegation of Authority to Michael Grebosz, Assistant City Manager.

   Approval of Resolution delegating authority to Assistant City Manager, Michael Grebosz, to execute all documents relative to the opioid litigation and as well as the settlement relating thereto.

3. Resolution Approving Budget Amendment for FY 21-22.

   Staff recommends the City Commission adopt the Resolution amending the FY 21-22 budget as presented.

4. Consideration re Amendment No. 2 to Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for Reclaimed Water System Expansion, Phase 4A Project.

   Staff recommends the City Commission approve Amendment No. 2 to the Cost Share Agreement between the St. Johns River Water Management District and the City of DeLand for DeLand's Reclaimed Water System Expansion, Phase 4A and Adelle Avenue project.

5. Consideration re Grant of Easement to Duke Energy, 1395 North Stone Street, City of DeLand Reclaimed Storage Tank and Pump Station.

   Staff recommends that the City Commission approve the attached easement granting Duke Energy the right to extend power service to the new Reclaimed Storage Tank and Pump Station Site.

6. Consideration re Task Order Assignment, East Regional Force Main Part ‘A’ Design and Bidding Services.

   Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the East Regional Force Main Part ‘A’ project.

7. Consideration re Utility Service Agreement for Arlington Heights.

   Staff recommends that the City Commission approve the Utility Service Agreement for Arlington Heights.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENTS

1. Consideration re Appointment to the Public Mural Art Committee.

   It is recommended that the City Commission appoint Erica Group to the Public Mural Art Committee for a partial term to expire June 7, 2025.

2. Consideration re Appointment to DeLand Municipal Police Officers Retirement Board.

   Recommendation that the Commission officially appoint city resident Dan Metz to the current vacant seat of the City of DeLand Municipal Police Officers Retirement Board.

3. Consideration re Appointment to DeLand Housing Authority.

   It is recommended that the City Commission reappoint Mike Newberry to Seat 5 on the DeLand Housing Authority, for a term to expire November 1, 2025.

4. Consideration re Appointment to Historic Preservation Board.

   It is recommended that the City Commission appoint Ross Janke to Seat 5 on the Historic Preservation Board for a term to expire October 1, 2025.

5. Announcement of Board Vacancies.

   Announcing three (3) vacancies on the Citizens Advisory Task Force.

OLD BUSINESS

1. First Reading of Ordinance Correcting Ordinance No. 2021-36, which Annexed Property Located at 230 East Taylor Road, to Correct a Scrivenor's Error therein.

Approval of an Ordinance annexing of real property addressed as 230 East Taylor Road and amending Ordinance Number 2021-36 on first reading.

NEW BUSINESS

1. First Reading of Ordinance Approving Code Enforcement Lien Amnesty Program.

   The City has implemented a Code Enforcement Lien Amnesty Program since 2016 by means of the adoption of resolutions. It is now proposed that the City Commission continue to provide property owners with a Code Enforcement Lien Amnesty Program by means of the enactment of an Ordinance providing for the Program.

2. Resolution Approving Sidewalk Cafe, Hyderhead Brewery, Inc. Located at 142 West Georiga Avenue.

   The owner of an existing business, Hyderhead Brewery, Inc., a Florida corporation, at 142 West Georgia Avenue (Hyder Head Brewery), has submitted an application for an approximately 80 sq. ft. temporary sidewalk café.

3. Resolution Approving Sole Source Procurement: TI Training Recon Simulation Environment.

   City staff recommends that the City Commission approve the sole source procurement of the TI Training Recon Simulation Environment using funds derived from the "special law enforcement trust fund."

4. Consideration re Report on Demolition of the 2-Story Accessory Building Located at 225 West New York Avenue at the Rear of the Putnam Hotel.

   It is recommended that the City Commission accept the report of the demolition of the rear accessory building.

5. Consideration re Design and Utility Complex Coordination Commission Staff Assignment & Presentation.

   Staff recommends that WRF Plant Expansion Project and the Utility Administration Project be delivered using a joint Construction Manager at Risk contractor and that Commissioner Cloudman be appointed to the joint CMAR - RFP selection committee.

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.

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Proclamation, Kevar Williams Day.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS: Proc - Kevar Williams

APPROVED BY: Julia Hewitt, Deputy City Clerk, January 31, 2022

SUMMARY/HIGHLIGHT:

N/A

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

BACKGROUND/DISCUSSION:

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *Kevar Williams is a DeLand High School student and athlete who will graduate in 2022. He is an outstanding track athlete with national rankings; and*

Whereas, *Kevar has set three individual track records for DeLand, the 100-meter at 10.40 seconds, 200-meters at 21.01 seconds, and the 400-meters at 48.4 seconds. These records were previously held by three separate individuals; and*

Whereas, *Kevar ran a 46.9 400-meter leg in the 4x400 meter relay setting the school record 3:21.24 along with three other DeLand High athletes; and*

Whereas, *Kevar won the 200-meter FHSAA 4A State Track and Field Championship at the University of North Florida in May, 2021. It was the first individual state champion for DeLand High School in track and field since 1968; and*

Whereas, *in June 2021, he was invited to compete in the Boston Adidas Outdoor Street Games where he participated in the 100-meter race; and Kevar participated in the Nike Outdoor National Track and Field Championships in the 100 and 200-meters; and*

Whereas, *Kevar was recruited by numerous outstanding college track programs including Stanford, Houston and Florida State and has signed a national letter of intent to continue his track career at the University of Florida starting in the fall of 2022, where he will be coached by Mike Holloway, Florida's Head Track Coach and the U.S.A. Olympic Coach in 2021; and*

Whereas, *Kevar has carried the name of DeLand, Florida to many corners of the United States and has made several appearances on national television.*

Now, therefore, *I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim, January 3, 2022 as:*

Kevar Williams Day

in the City of DeLand and urge all citizens of DeLand to recognize the contributions of Kevar Williams to the DeLand High School track team and wish him the best for his future at the University of Florida.

Done and proclaimed *this 7th day of February 2022.*

____

Robert F. Apgar, Mayor

Attest:

____

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Introduction of K-9 Midnight and Award of Appreciation of Central Florida K9.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS:

APPROVED BY: Julia Hewitt, Deputy City Clerk, February 1, 2022

SUMMARY/HIGHLIGHT:

N/A

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

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

25 Years of Service
Bruce Morehouse, Police Department
20 years of Service
Nave-Jean Mazzaglia, Police Department
15 Years of Service
Matt Dyer, Fire Department
Greg Higgs, Fire Department
10 Years of Service
Obiadiah Henry, Engineering Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Presentation re Volusia District Schools Concurrency Review Process.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS:

APPROVED BY: Julia Hewitt, Deputy City Clerk, February 1, 2022

SUMMARY/HIGHLIGHT:

N/A

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, Department Head Memos

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The proposed resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same.

Tamoka Corrections Institute has been contacted and they are not interested in any of the surplus equipment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2022 –

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

PUBLIC WORKS DEPT/ASSET NO.	VEHICLE # CITY WORKS ID	MAKE/MODEL	VIN/SERIAL NO.
143-N/A	MPW5 & 143-PW-003	Honda GX390	16-16406
134-N/A	BL-028 & 134-BL-028	STILH BR600	29991386
150 – N/A	PW-001 & 150-PW-001	John Deere 380 PSI 020297	1015803495
210– N/A	PC-01 & 210-PC-01	N/A JPC-940R	E1W15522
209-5482	17 & 2090017	2013 Ford Focus	1FADP3F29DL237281
206-N/A	BL-01 & 206-BL-01	STILH BG56C	509408604
450-N/A	Grapple-02 & 450-Grapple-02	Landpride	8261320L
132-N/A	TL-009 & 132-TL-009	AMP Trailers 7x16 Cargo	N/A

POLICE DEPT/ASSET NO.	VEHICLE # CITY WORKS ID	MAKE/MODEL	VIN/SERIAL NO.
127-5439	1270053	2013 Ford Explorer PD #53	1FM5K8AR8DGA13325
127-5249	1260072	2009 Toyota Camry PD # 2	4T1BB46K79U090235

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of February, 2022.

____
Robert F. Apgar
Mayor-Commissioner

ATTEST:

____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

____
Darren J. Elkind
City Attorney

City of DeLand
Public Works

Memorandum

Date: September 9, 2021

To: Julia Hewitt, City Clerk

From: Ray Underwood, Public Works Director

RE: Surplus Vehicles/Equipment

Listed below are vehicles/equipment that Public Works would like to surplus.

DEPT&ASSET	VEHICLE# & CITY WORKS ID	MAKE	MODEL	VIN/SERIAL #
143-N/A	**MPW5 & 143-PW-003**	**HONDA**	**GX390**	**16-16406**
134-N/A	**BL-028 & 134-BL-028**	**STILH**	**BR600**	**299913786**
150-N/A	**PW-001 & 150-PW-001**	**JOHN DEERE**	**3800 PSI 020297**	**1015803495**
210-N/A	**PC-01 & 210-PC-01**	**N/A**	**JPC-940R**	**E1W15522**
209-5482	**17 & 2090017**	**FORD**	**FOCUS**	**1FADP3F29DL237281**
206-N/A	**BL-01 & 206-BL-01**	**STILH**	**BG56C**	**509408604**
450-N/A	**GRAPPLE-02 & 450-GRAPPLE-02**	**LANDPRIDE**	**LANDPRIDE**	**8261320L**
132-N/A	**TL-009 & 132-TL-009**	**AMP TRAILERS**	**7X16 CARGO**	**N/A**

Per the recommendation of Brian Glenn, Fleet Superintendent, these vehicles/equipment have outlived their usefulness and were not offered to outside departments. Please proceed to surplus the above listed items.

Please contact me if you have any questions.

RW/SW

cc: Ruth Victor
Sandra Karlovich

DeLand Police Department

Jason D. Umberger
Chief of Police

TO: Julia Hewitt, Deputy City Clerk

FROM: Jason D. Umberger, Chief of Police JDU

SUBJECT: Surplus of Vehicle

DATE:

Listed below is City equipment we are requesting to surplus as we have received its replacement.

Vehicle Number	Dept.	Asset #	Make/Model	VIN Number
PD72	127	127-5249	2009 TOYOTA CAMRY	4T1BB46K79U090235

219 W. Howry Avenue • DeLand, FL 32720 • Phone: (386) 626-7400 • Fax: (386) 626-6842

www.delandpd.org

DeLand Police Department

Jason D. Umberger
Chief of Police

TO: Julia Hewitt, Deputy City Clerk

FROM: Jason D. Umberger, Chief of Police

SUBJECT: Surplus of Vehicle

DATE: September 9, 2021

Listed below is City equipment we are requesting to surplus as we have received its replacement.

Vehicle Number	Dept.	Asset #	Make/Model	VIN Number
PD53	127	127-5439	2013 FORD EXPLORER	1FM5K8AR8DGA13325

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Resolution Approving Opioid Litigation Delegation of Authority to Michael Grebosz, Assistant City Manager.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

Approval of the City Commission of a Resolution delegating authority to Assistant City Manager, Michael Grebosz, to execute all documents relative to the Opioid Litigation and as well as the settlement relating thereto.Approval of the City Commission of a Resolution delegating authority to Assistant City Manager, Michael Grebosz, to execute all documents relative to the Opioid Litigation and as well as the settlement relating thereto.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

High Value Government

FISCAL IMPACT:

There are no costs associated with this item. The reduction of administrative time and costs associated with processing actions pertaining to the Opioid Litigation will be reduced.

RECOMMENDATION:

It is recommended that the City Commission consider a Resolution delegating authority to Assistant City Manager, Michael Grebosz, to execute all documents relative to the opioid litigation and as well as the settlement relating thereto.

BACKGROUND/DISCUSSION:

The City has suffered harm from the opioid epidemic, as have many cities and counties throughout our state and nation. Indeed, approximately 2200 counties and cities that are plaintiffs in litigation seeking damages against manufacturers and distributors of opioids with claims being asserted against a multitude of wrongdoers involved in the Nation's opioid epidemic (*In re: National Prescription Opiate Litigation,* MDL No. 2804 (N.D. Ohio). Also, the State of Florida, through the Florida Attorney General, has filed its own actions. The City is not a litigating participant in the actions and looks to the Florida Attorney General for representation as part of the overall Opioid Litigation.

The City Attorney has participated in several Statewide conference calls of the chief legal counsel involved in the Opioid Litigation in which legal counsel for Florida cities and counties engaged in discussions relative to the ongoing issues pertaining to the Opioid Litigation. Likewise, the City Attorney has engaged in positive communications with the County Attorney's office with regard to this continuing matter which is taking the lead in working toward ensuring that it is determined to be a "Qualified County" under the terms of the settlements involving the Opioid Litigation with this particular action involving the "Distributors and J & J" as the Settling Defendants.

The City Commission previously approved a Memorandum of Understanding ("MOU") with the State which provides for apportionment of funds. The MOU, as anticipated, was reduced to a formal agreement consistent with the (the "Florida Opioid Allocation and Statewide Response Agreement" or "Allocation Agreement). Volusia County has been designated a Qualified County in terms of the distribution of settlement funds and deemed a Qualified County, an established County eligible to receive and distribute the Regional Funds for Volusia County. The City is participating in that effort in collaboration with the County and other municipalities within the County.

Numerous other documents and actions need to be taken as the Opioid Litigation winds down and numerous documents need to be acted upon a recurring basis. The adoption of the proposed Resolution delegating authority to Assistant City Manager, Michael Grebosz, to execute all documents relative to the Opioid Litigation and as well as the settlement relating thereto would be a sound administrative means of expeditiously and efficiently addressing the approval and execution of these documents as well as the intergovernmental decision-making pertaining to the use of settlement funds.

Detailed information about the settlements may be found at the following website, which is supplemented from time-to-time with updated information: https://nationalopioidsettlement.com/.. This national settlement website also includes links to helpful summary information, FAQs and flow charts describing how the settlements are being implemented in Florida, and how settlement funds will be allocated within Florida, including information about, and links to, any applicable allocation agreement or legislation.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, PERTAINING TO THE OPIOID LITIGATION IN WHICH THE CITY HAS JOINED; DELEGATING AUTHORITY TO THE ASSISTANT CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATIVE TO THE OPIOID LITIGATION AND AS WELL AS THE SETTLEMENT RELATING THERETO; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand has suffered harm from the opioid epidemic; and

WHEREAS, there are approximately 2,200 counties and cities that are plaintiffs in litigation seeking damages against manufacturers and distributors of opioids with the claims being asserted against a multitude of wrongdoers involved in the Nation's opioid epidemic (In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio); and

WHEREAS, the State of Florida, through the Florida Attorney General, has filed its own actions within the Opioid Litigation; and

WHEREAS, the City is not a litigating participant in the actions and looks to the Florida Attorney General for representation as part of the overall Opioid Litigation and to the County in terms of developing a targeted and unified effort of all Volusia County local governments to address the harms resulting from the opioid epidemic; and

WHEREAS, many documents must be approved and executed to implement actions and settlement of the Opioid Litigation to include, but not be limited to, a plan for the allocation and use of prospective settlement dollars from the Opioid Litigation; and

WHEREAS, the City of DeLand desires to maximize and enhance the use funds available to the City of DeLand resulting from settlement dollars arising from the Opioid Litigation collaboratively with other Volusia County cities, the Government of Volusia County and other appropriate agencies of government for the benefit of the citizens of the City and to minimize the administrative time and costs that would result from processing such documents; and

WHEREAS, the City Commission of the City of DeLand has deemed approval of this Resolution to be in the best interest of the residents and citizens of the City of DeLand, to further the public health, safety and welfare and would be in the public interest and serve a public purpose; and

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

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

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

Section 1. Legislative Findings And Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution.

(b). Article II, Section 13 of the *City Charter of the City of DeLand* relates to the general powers and duties of the City Commission and provides that "[e]xcept as otherwise provided in this Charter, all powers of the City and the determination of all matters of policy shall be vested in the City Commission" and Article III, Section 34 of the *City Charter of the City of DeLand* relates to the powers and duties of the City Manager and provides, in pertinent part that "[t]he City Manager shall be the chief administrative officer and head of the administrative branch of the city government. . . [and] shall be responsible to the City Commission for the proper administration of all affairs of the city, and to that end he shall have power and shall be required to . . . [e]xecute the laws and administer the government of the City."

Section 2. Delegation Of Authority To Assistant City Manager, Michael Grebosz; Opioid Litigation Documents.

The City Commission of the City of DeLand hereby delegates plenary authority to the Assistant City Manager to execute any and all documents relative to the Opioid Litigation to specifically include, but not be limited to, the use of the funds in the course of an agreement with other Volusia County governments.

Section 3. Implementing administrative actions.

The City Manager, Assistant City Manager, City Clerk and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution.

Section 4. Savings.

All prior actions of the City Commission, the City Manager, Assistant City Manager, and City Attorney relating to the matter of the Opioid Litigation, and all related activities, are hereby ratified and affirmed.

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution shall become effective immediately upon enactment.

PASSED AND DULY ADOPTED this 7th day of February, 2022.

____
Robert F. Apgar
Mayor - Commissioner

ATTEST:

____
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT:	Resolution Approving Budget Amendment for FY 21-22.
DEPARTMENT:	Finance
PREPARED BY:	Dan Stauffer, Finance Director
ATTACHMENTS:	Resolution, FY 21-22 Budget Amendment Details
APPROVED BY:	Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The budget amendment proposed is detailed in the attached summary. The amendment proposed is a revision to reflect the addition of a new position, Permitting Administration Specialist, in the Permits and Inspections Fund.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the FY 21-22 Budget to reflect recommended changes with the impact to each fund itemized in the summary.
Operating Contingency balances remain unchanged after this budget amendment and are as follows:

General Fund	$350,000
Water & Sewer Fund	$350,000
Airport Fund	$0
Stormwater Fund	$0
Permits & Inspections Fund	$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 21-22 budget as presented.

BACKGROUND/DISCUSSION:

The duties of the Permitting Administration Specialist will relieve the burden of day-to-day Accela maintenance from the Land Development Manager and IT and most (probably not all) specialized work from Gray Quarter. Simply put, current staffing cannot adequately keep up with the daily maintenance/management issues of Accela (staff and customer support) along with permitting (Land Development Manager) and programming (IT) duties. This position would be fully funded out of the Permits and Inspection funds.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2021-2022; and

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

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

Section 1. The budget of the City of DeLand for fiscal year 2021-2022 is amended in the following manner:

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**3,277,181**	**71,000**	**0**	**3,348,181**
	Other Sources Revenue				
480-0000-322-000	BUILDING PERMIT FEES	1,491,873	71,000	0	1,562,873
EXPENDITURES		**3,277,181**	**71,000**	**0**	**3,348,181**
480-4800-412-100	REGULAR SALARIES & WAGES	1,118,553	56,000	0	1,174,553
480-4800-421-100	FICA TAXES	96,442	4,300	0	100,742
480-4800-422-100	RETIREMENT CONTRIBUTIONS	92,866	4,200	0	97,066
480-4800-423-100	LIFE & HEALTH INSURANCE	151,395	6,500	0	157,895

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2021-2022 is hereby ratified and confirmed as adopted by Resolutions 2021-65, 2021-76 and 2022-02.

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

PASSED AND DULY ADOPTED this 7th day of February, 2022.

____
Robert F. Apgar
Mayor-Commissioner

ATTEST:

____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

____
Darren J. Elkind
City Attorney

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
PERMITS & INSPECTIONS FUND				
REVENUES		***71,000***	***0***	
480-0000-322-000	BUILDING PERMIT FEES	71,000		increase funding for Building Permits based on updated year to date estimates
EXPENDITURES		***71,000***	***0***	
480-4800-412-100	REGULAR SALARIES & WAGES	56,000		increase appropriation for new Permitting Adminstration Specialist
480-4800-421-100	FICA TAXES	4,300		increase appropriation for new Permitting Adminstration Specialist
480-4800-422-100	RETIREMENT CONTRIBUTIONS	4,200		increase appropriation for new Permitting Adminstration Specialist
480-4800-423-100	LIFE & HEALTH INSURANCE	6,500		increase appropriation for new Permitting Adminstration Specialist

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Amendment No. 2 to Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for Reclaimed Water System Expansion, Phase 4A Project.

DEPARTMENT: Utilities

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

ATTACHMENTS: Amendment No 2

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

In December 2020, the City Commission approved a Cost Share Agreement with St. Johns River Water Management District (SJRWMD) to provide approximately 33% funding (up to $1,365,870) to construct reclaimed water distribution lines in the Glenwood Springs, Cascades and Cascades Park subdivisions. The grant also provided partial funding for construction of a new reclaimed line running south from the proposed reclaimed water storage tank on North Stone Street, along Adelle Avenue and eastward on Beresford Avenue to loop reclaimed water mains around the city’s west quadrants. The City has awarded a contract to construct this project and physical work is under way.

The Florida Department of Environmental Protection later agreed to modify the grant to pay up to 50% of the total estimated construction cost not to exceed $2,069,500. Amendment No. 1, that was approved, increased the cost share of St. Johns River Water Management District from $1,365,870 to $2,069,500.

This project will not be completed by the agreed upon date of March 31, 2022, as stated in the previously signed agreement. The reason for this delay was the procurement issues with purchasing pipe and getting it delivered in a timely manner. The contractor, as well, had issues with valves and fittings, which delayed NTP from being issued in April to July of 2021. Staff has therefore requested a ninety-day extension from SJRWMD to allow completion of the project and not lose the grant funds. This Amendment No. 2, will just modify the time in the agreement to June 30, 2022, to allow final completion and continuance of grant funds from SJRWMD.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resource Limits

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Commission approve Amendment No. 2 to the Cost Share Agreement between the St. Johns River Water Management District and the City of DeLand for DeLand's Reclaimed Water System Expansion, Phase 4A and Adelle Avenue project.

BACKGROUND/DISCUSSION:

N/A

AMENDMENT 2 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF DELAND, FLORIDA
FOR DELAND RECLAIMED WATER SYSTEM EXPANSION, PHASE 4A (CSP20-21)

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and CITY OF DELAND, FLORIDA ("Recipient") whose address is 120 SOUTH FLORIDA AVENUE, DELAND, FL, 32720, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 35659 on December 28, 2020 for Deland Reclaimed Water System Expansion, Phase 4A (CSP20-21) ("Agreement") and amended the Agreement on June 7, 2021. The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM OF AGREEMENT: delete – this paragraph and replace it with the following paragraph:
   (a) **Completion Date.** The Completion Date of this Agreement is June 29, 2022, unless extended by mutual agreement of the parties. The Work shall be completed for use no later than said date.

2. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: ______________________	By: ______________________
Louis J. Donnangelo, Bureau Chief, Project Management	______________________
	Typed Name and Title
Date: ______________________	Date: ______________________
	Attest: ______________________
	______________________
	Typed Name and Title

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Grant of Easement to Duke Energy, 1395 North Stone Street, City of DeLand Reclaimed Storage Tank and Pump Station.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Stone Street Temporary Easement , Stone Street Easement Location Sketch

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The subject project is well underway and is expected to be completed by early summer of this year. The attached easement, if approved, will allow Duke Energy to install and maintain an underground primary power line from their line in the right-of-way to the proposed transformer located near the pump station building. Duke Energy will not supply power without this easement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Granting this easement to Duke Energy has no fiscal impact; however, the City will incur costs to Duke Energy for contributions in aid of construction. Funds are available in the existing budget of the Reclaimed Storage Tank and Pump Station project to cover this cost.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached easement granting Duke Energy the right to extend power service to the new Reclaimed Storage Tank and Pump Station Site.

BACKGROUND/DISCUSSION:

Staff notes that the subject document is a "blanket easement" which allows Duke Energy to run its line anywhere on the parcel. The Easement will be, in general, 10.00 feet in width. The initial Easement will be temporary in nature with the temporary easement being replaced by a descriptive easement that will be shown on a certified surveyed sketch of description (legal description and sketch) that will be provided by the City to Duke within 60 days after the installation of facilities by Duke. City staff has coordinated the effort to procure the sketch and legal description in order that it may be received in a timely manner consistent with the requirements of the Easement.

Prepared by: **D**uke Energy Florida, LLC
Return to: **D**uke Energy Florida, LLC
Attn: Scott Garner, Land Services
3300 Exchange Place
Mail Code: NP04
Lake Mary, FL 32746

Parcel # 700503000070

EASEMENT

State of Florida

County of Volusia

THIS EASEMENT ("**Easement**") is made this ____ day of _____________ 20____, from **CITY OF DELAND**, a Florida corporation ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post **O**ffice Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of **O**ne and 00/100 **D**ollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of **I**ncumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference. ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

For Grantee's Internal Use:
Work Order #: 42167982

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. **This easement will be replaced with a Descriptive Easement, five (5) feet on either side of all Facilities installed by GRANTEE, as will be shown on a certified surveyed sketch of description to be provided by GRANTOR within sixty (60) days after the installation of Facilities by GRANTEE. If the sketch of description is not provided by GRANTOR within sixty (60) days after completion of installation, GRANTEE will record this easement.**
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of __________________, 20_____.

Witnesses:

CITY OF DELAND
a Florida corporation

____
(Witness #1)
Printed Name ______________________

____
______________________, ________________

____
(Witness #2)
Printed Name ______________________

Grantor(s) Mailing Address:

PO Box 449
DeLand, FL 32720
____

STATE OF ______________________

COUNTY OF ____________________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of __________________, 20_____ by ______________________, ________________________, of **CITY OF DELAND**, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced ____________________ as identification.

Notary Public: ____________________________
Printed/Typed Name: ______________________
Commission Expires: ______________________

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

Exhibit A

PARCEL 1: Lake Lot 6 and Lake Lot 7, Scarlett Subdivision, Section 5, Township 17 South, Range 30 East, according to Map in Deed Book G, Page 660, Public Records of Volusia County, Florida, excepting from the above described property all that land lying North of the center line of County Road in Lake Lot 6, and which road is known as the Lake Gertie Road.

The above described property being otherwise described as that part of Lake Lot 6, lying South of the center line of Lake Gertie Road and all Lake Lot 7, as per Scarlett Subdivision in Deed Book G, Page 660, Public Records of Volusia County, Florida.

AND

Less and Except:
A portion of Lake Lot No. 6, SCARLETT'S SUBDIVISION, according to map in Deed Book G, Page 660, Public Records of Volusia County, Florida, described as follows: From the Northwest corner of the Northeast 1/4, Section 5, Township 17 South, Range 30 East, run South along the West line of said Northeast 1/4, 1,539.30 feet to a point in the West line of Lake Lot No. 6; run thence East 30.0 feet to a point in the East line of Orange A venue as the Point of Beginning; thence East 130.0 feet; thence North 92.01 feet to a point in the Southerly line of Lake Gertie Road; thence North 61°38' West along the Southerly line of Lake Gertie Road, 147.74 feet to a point in the East line of Orange A venue aforesaid; thence South along the East line of Orange Avenue 162.21 feet to the Point of Beginning.

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

USP: FUSE - 5251355-1
USP: RECLOSER - 5251481-1
USP:
USP:
USP:

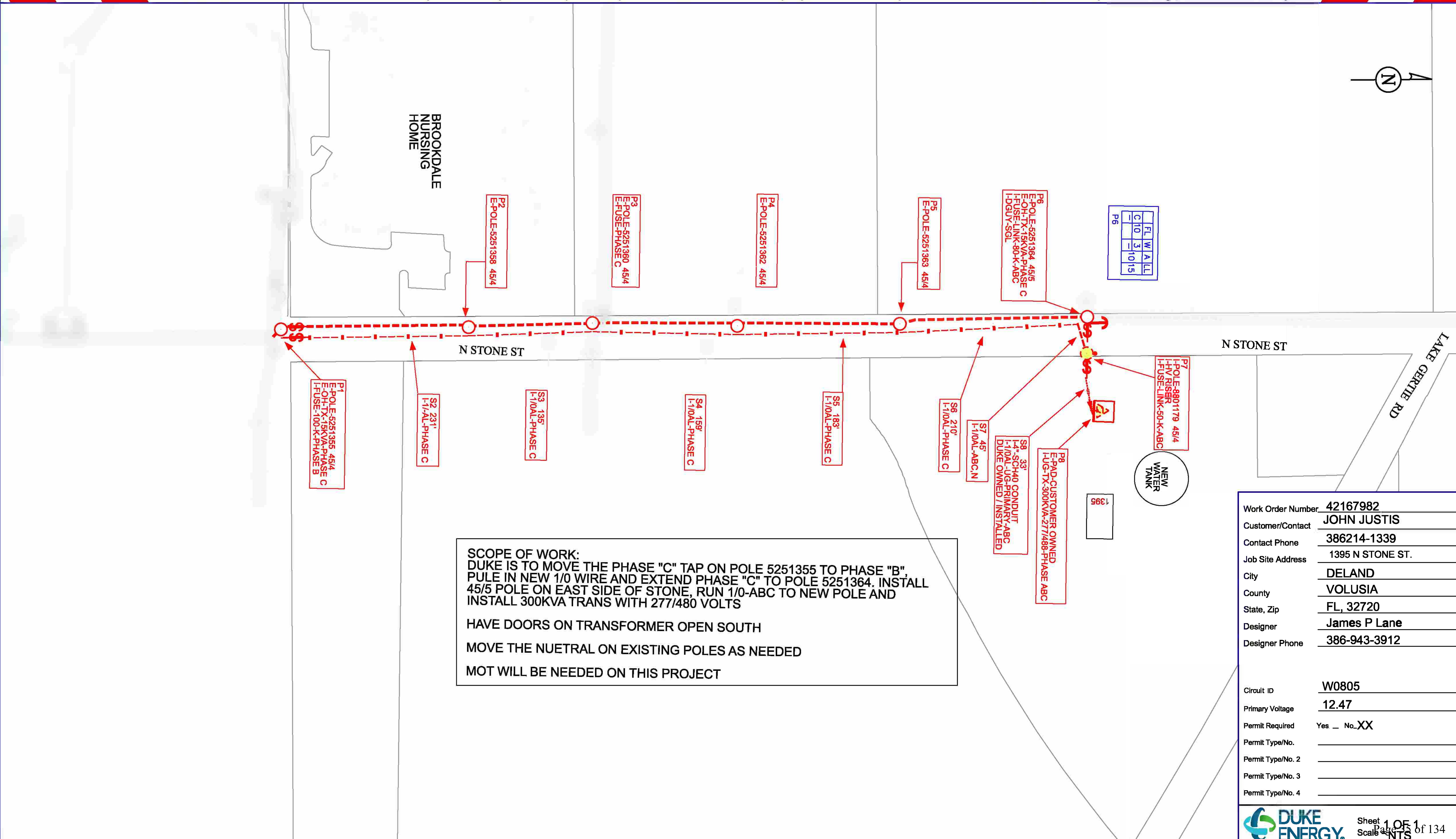
CIRCLE FOR SAFETY

Safety Reminders / Adverse Conditions

?:
?:
?:
?:

GPS FOR P1 - 29.050241, -81.316134

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



SCOPE OF WORK:
DUKE IS TO MOVE THE PHASE "C" TAP ON POLE 5251355 TO PHASE "B", PULE IN NEW 1/0 WIRE AND EXTEND PHASE "C" TO POLE 5251364. INSTALL 45/5 POLE ON EAST SIDE OF STONE, RUN 1/0-ABC TO NEW POLE AND INSTALL 300KVA TRANS WITH 277/480 VOLTS

HAVE DOORS ON TRANSFORMER OPEN SOUTH

MOVE THE NUETRAL ON EXISTING POLES AS NEEDED

MOT WILL BE NEEDED ON THIS PROJECT

Work Order Number	42167982
Customer/Contact	JOHN JUSTIS
Contact Phone	386214-1339
Job Site Address	1395 N STONE ST.
City	DELAND
County	VOLUSIA
State, Zip	FL, 32720
Designer	James P Lane
Designer Phone	386-943-3912
Circuit ID	W0805
Primary Voltage	12.47
Permit Required	Yes _ No XX
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

DUKE ENERGY

Sheet 1 OF 1
Scale NTS

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT:	Consideration re Task Order Assignment, East Regional Force Main Part 'A' Design and Bidding Services.
DEPARTMENT:	Utilities
PREPARED BY:	Jim Ailes, Deputy Public Serv. Director/Utilities Director
ATTACHMENTS:	East Regional Force Main Proposal
APPROVED BY:	Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

In the current fiscal year, the City Commission authorized design of the East Regional Force Main Part 'A' project. The new east regional force main line extension would extend a line from the Wiley M. Nash WRF to the Airport upon completion. Part 'A' would start at the Wiley M. Nash WRF and go north on Garfield Ave to Voorhis. At Voorhis it would proceed east to Blue Lake Avenue and turn north. The line would then run north to Minnesota Avenue. Once installed, a total of seven lift stations would be switched over from the East Side Gravity Interceptor to the new line. This switchover would free up capacity in the existing gravity main.

This project will accept flow from the northern portion of the service area and the eastern service area. The proposed East Regional Force Main Part 'A' is a 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.

The scope of this task order is limited to design and bidding services for this project. Additional funds for construction, engineering, grant administration, and inspection (CEI) Services will be proposed in the fiscal year budget for 22-23 to complete this Part 'A" phase.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Future Expansion of Capacity

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of $323,600.00 per the attached scope. This amount is slightly higher than the approved budget amount of $300,000 due to the higher than anticipated cost of survey work that was previously expected. Funds are currently available in Water and Wastewater trust Fund reserves to cover this expense. This will be included in a future budget amendment presented to the City

Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the East Regional Force Main Part ‘A’ project.

BACKGROUND/DISCUSSION:

N/A

Mead &Hunt

January 6, 2022

James V. Ailes
Deputy Public Services/ Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL, 32724

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

Subject: East Regional Force Main Part 'A' Design, Permitting and Bidding Assistance Scope of Services and Fee Estimate

Dear Jim,

In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for the above referenced project. This project involves survey, design, permitting and bidding assistance for the East Regional Force Main Part 'A' (as shown in Figure 1) consisting of:

1. Approximately 16,750 LF of sewage force main from the intersection of E. Minnesota Ave/ Blue Lake Ave, south of Blue Lake Ave to E. Voorhis Ave/ N. Blue Lake Ave, east on Voorhis Ave to S Garfield Ave and following S Garfield Ave to a termination point at the Wiley M. Nash Water Reclamation Facility (WRF).

2. Connection of existing force mains from Pump Stations #49, #44, #19, #33, #34, #02 and #61 to the new proposed East Regional Force Main.

3. Install new impellors to increase discharge pressure capacity from LS #69 and LS #24 in order to increase high flow discharge capacity.

This project will accept flow from the northern portion of the service area and the eastern service area. The proposed East Regional Force Main Part 'A' is a part of 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.

Part 'B' will be a future force main extension that will extend north to US Hwy 92. Future development east of Jacobs Dairy Rd., north of Blue Lake, will further define the route. At such time that Part 'B' is designed, Airport LS #24 will be re-routed into the Eastside FM further reducing the load on the 12" FM on Jacobs Dairy Rd and the eastside gravity interceptor.

The scope and fee estimate included herein describes proposed survey, geotechnical, planning, design, permitting and bidding assistance tasks to be completed. It defines deliverables, schedules and estimated fees for each project phase. This scope does not include contract administration, inspection or related construction services. It is intended that this work will be authorized under a separate task assignment upon completion of project bidding and prior to contract award.

We appreciate this opportunity to continue to be of service. I will be the primary point of contact for this proposal, Anant Sriram is the secondary point of contact. If you have any questions or require additional information, please do not hesitate to contact either Anant or myself.

Sincerely,
MEAD & HUNT, Inc.

Brad T Blais, P.E.
Vice President/Client Manager

Anant Sriram, P.E.
Project Manager

BTB/AS;bf

CITY OF DELAND
SCOPE OF SERVICES
FOR
EAST REGIONAL FORCE MAIN PART 'A'
DESIGN, PERMITTING AND BIDDING ASSISTANCE

The Task Order is in conformance with the Agreement for Continuing Professional Engineering Services dated August 6, 2007 between the City of DeLand (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL
This project involves planning, survey, design, permitting and bidding assistance for the proposed East Regional Force Main project (See Figure 1). The project consists of the following elements:

1. Approximately 16,750 LF of sewage force main from the intersection of E. Minnesota Ave/ Blue Lake Ave, south of Blue Lake Ave to E. Voorhis Ave/ N. Blue Lake Ave, east on Voorhis Ave to S Garfield Ave and following S Garfield Ave to a termination point at the Wiley M. Nash Water Reclamation Facility (WRF).

2. Connection of existing force mains from Pump Stations #49, #44, #19, #33, #34, #02 and #61 to the new proposed East Regional Force Main.

3. Install new impellors to increase discharge pressure capacity from LS #69 and LS #24 in order to increase high flow discharge capacity.

SCOPE OF SERVICES
After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly updates and invoices for the CITY. It is assumed that these services will cover the estimated 18 -month project design and construction.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Survey Coordination

MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the survey efforts and administration of the subconsultants contract are included herein.

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements, and points of connection. 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating design alternatives and budget level pricing. The preliminary design concepts detailed in the PDR will be viable options for a comparison of alternatives. The PDR will include an initial engineer's opinion of probable construction cost (EOPCC) and confirmation of project permitting requirements.

A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a draft PDR review meeting to review the CITY's comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents.

Deliverables – Preliminary Design

- Draft Preliminary Design Report
- Preliminary Design Review Meeting Summary
- Final Preliminary Design Report

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% Drawings that reflect the proposed improvements. The 60% plans will depict plan view at 1" = 20' scale with (2) panels per sheet. Plan and profile will be prepared for road crossings at intersections and details/cross sections will be prepared for conflict areas. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 2 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 90% review meeting are addressed in the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – PERMITTING

FDEP Wastewater Collection System Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

FDOT Utility Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts

PHASE 5 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at the CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare one (1) addendum

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 6 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, permit application fees, etc. Items included in this phase will be billed at actual cost plus 10%.

- Geotechnical – Soil borings will be performed by a qualified subconsultant. This will be billed at actual cost as a separate allowance.

- Survey – The design survey will be performed by Southeastern Surveying and shall include the entire route, underground utilities identified by surveyor, topography to a point 10' behind the R/W, and existing house pad elevations. This work will be billed at actual cost as a separate allowance. The survey scope is included as Exhibit 1

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed within 18 months of authorization.

COMPENSATION

The not-to-exceed cost for this Scope of Services is $323,600.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$20,900*	*Lump Sum*
Phase 2 – Preliminary Design	*$12,700*	*Lump Sum*
Phase 3 – Project Design		
Task – 60% Design	*$95,300*	*Lump Sum*
Task – 90% Design	*$18,300*	*Lump Sum*
Task – 100% Design	*$10,900*	*Lump Sum*
Phase 4 – Permitting	*$19,700*	*Lump Sum*
Phase 5 – Bidding Services	*$10,600*	*Lump Sum*
Phase 6 – Subconsultants/Reimbursables	*$135,200*	*Actual Cost +10%*
TOTAL	***$323,600***	

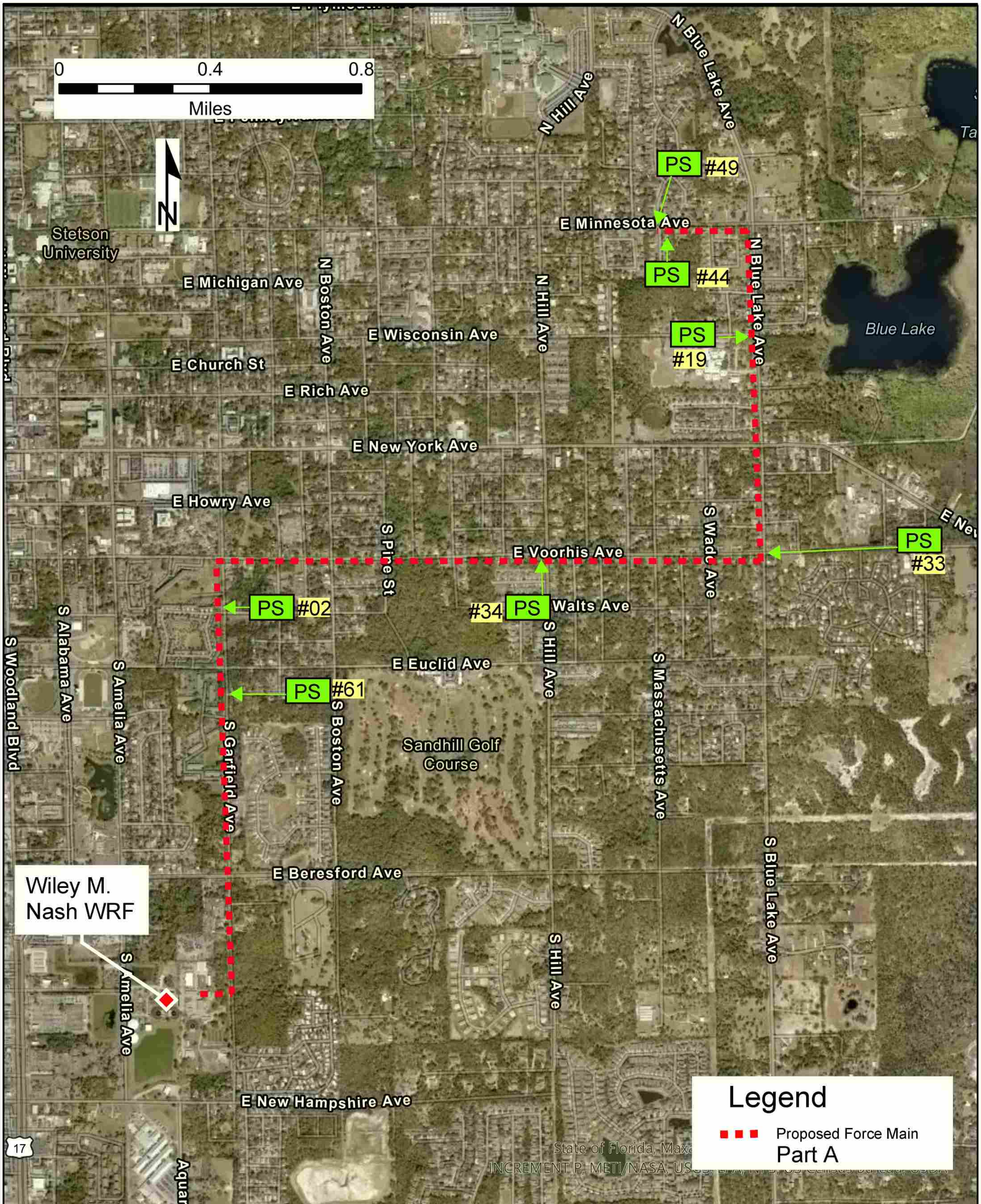
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF DELAND	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	Brad T. Blais, PE
Title:		Title:	Vice President/Client Manager
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:		Date	January 6, 2022

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DELAND, 120 SOUTH FLORIDA AVENUE, DELAND, FL 32720, City Clerk, Julie A. Hennessy, MMC (386) 626-7130, Hennessy@deland.org.



City of DeLand

Figure 1 - DeLand East Regional Forcemain

X:\30000-00\1001\TECH\GIS\MXD\Map1.MXD

November 17, 2021

VIA EMAIL: Anant.Sriram@meadhunt.com

Mr. Anant Sriram, PE
Mead & Hunt, Inc.
4401 Eastport Parkway
Port Orange, Florida 32127

RE: City of DeLand – New Force Main
S Kepler Road, E Voorhis Avenue and S Garfield Avenue, DeLand, FL 32724
Section 14, 15, 16 & 21, Township 17 South, Range 30 East, Volusia County, Florida

Dear Mr. Sriram,

We are pleased to submit our proposal for Surveying Services and Utility Services on the above referenced project.

TASK I –Topographic Survey

1. Locate all improvements, as evidenced by above ground features.
    a. Locate trees
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
3. Establish a minimum of eight (8) site benchmarks referred to the North American Vertical Datum 1988 (NAVD88).
4. Topographic coverage will be limited to the full right-of-way from the intersection of S Kepler Road and E Voorhis Avenue, along E Voorhis Avenue to S Garfield Avenue going south to the Wiley M. Nash Water Reclamation Facility.
5. Establish the location of the right-of-way lines based on a combination of sectional monumentation, existing right-of-way monumentation, recorded plats, recorded Right of Way Maps and a review of parcel descriptions as found on the Volusia County Property Appraisers Site.

TASK II – Subsurface Utility Designation

1. Field mark (paint & flags) and horizontally locate (survey collection) fall public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation for the full right-of-way from the intersection of S Kepler Road and E Voorhis Avenue, along E Voorhis Avenue to S Garfield Avenue going south to the Wiley M. Nash Water Reclamation Facility as shown outlined in **Exhibit "B."**

DELIVERABLE
The final product will be electronically certified prints (.pdf) and an electronic file (.dwg format). Signed and sealed hard copies available upon request or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

PROJECT TIMELINE
We anticipate the completion of the above-described work within **ten (10) weeks** after receipt of a written notice to proceed.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**

Utility Terms and Conditions

Mead & Hunt, Inc. agrees to abide by the Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Mead & Hunt, Inc. **MUST** provide Southeastern Surveying and Mapping Corporation (SSMC) all plans and records for this site prior to the commencement of field efforts **AND** review plans with SSMC technician. SSMC will rely on the accuracy of such plans and records and will notify Mead & Hunt, Inc. if there are any patently or reasonably identifiable defects in the documents prior to performing services. Mead & Hunt, Inc. representative will be responsible for reviewing plans with SSMC technician and indicate what utility structure are expected to be encountered and where.

SSMC shall review the site conditions with the use of a Ground Penetrating Radar (GPR) in the presence of Mead & Hunt, Inc. Authorized Representative based upon the plans and records provided.

Mead & Hunt, Inc. is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar and Electronic Line Locating Equipment, as needed. Additional research will only be conducted by SSMC if requested in writing by Mead & Hunt, Inc.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC will certify that the surface designation is within two (2) feet of the true underground position of the utility relative to the mark as shown on the surface in accordance with the plans provided and the reasonable efforts conducted to locate the utilities as outlined above.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

EXPENSES AND FEES

Our fee for this project will be as follows:

TASK I – Topographic Survey:	**$ 81,507.00**
TASK II - Subsurface Utility Designation:	**$ 28,943.50**
Anticipated Total:	**$ 110,450.50**

Payment Terms:

Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of $25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

Sincerely,

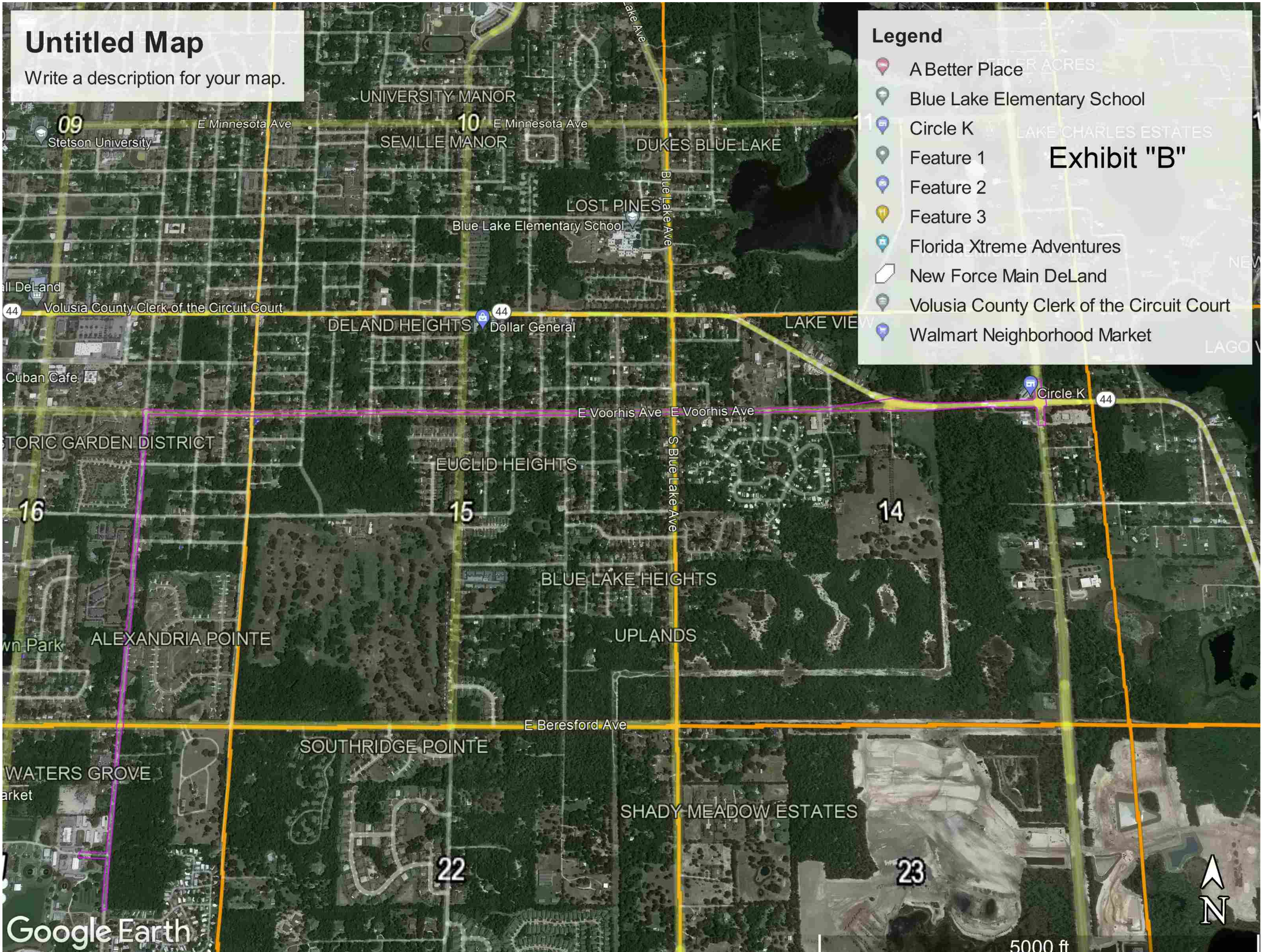
Jorge Ramirez, P.S.M.
Project Manager
JDR/jls

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature	Date
Printed Name	Title (if any)



Untitled Map
Write a description for your map.
Legend
A Better Place
Blue Lake Elementary School
Circle K
Feature 1
Feature 2
Feature 3
Florida Xtreme Adventures
New Force Main DeLand
Volusia County Clerk of the Circuit Court
Walmart Neighborhood Market
Exhibit "B"
UNIVERSITY MANOR
SEVILLE MANOR
DUKES BLUE LAKE
E Minnesota Ave
Stetson University
LOST PINES
Blue Lake Elementary School
Blue Lake Ave
Volusia County Clerk of the Circuit Court
DELAND HEIGHTS
Dollar General
LAKE VIEW
Cuban Cafe
Circle K
E Voorhis Ave
EUCLID HEIGHTS
S Blue Lake Ave
BLUE LAKE HEIGHTS
ALEXANDRIA POINTE
UPLANDS
E Beresford Ave
SOUTHRIDGE POINTE
WATERS GROVE
SHADY MEADOW ESTATES
09
10
14
15
16
22
23
44
5000 ft
N
Google Earth

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Utility Service Agreement for Arlington Heights.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

Atlas Homes is constructing a new housing development in Southeast DeLand at the intersection of South Pine Street and East Voorhis Avenue. The proposed development site is located within the City's utility service area, requiring the developer to obtain utilities from the City. The attached Utility Service Agreement contains the usual terms and conditions required by the City for connection to City Utilities.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Smart Growth

SUSTAINABILITY:

Sustainability

FISCAL IMPACT:

The City will receive significant income from utility connection fees and ongoing charges for water and sewer services. No payment for upsizing is contemplated in this agreement.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Arlington Heights.

BACKGROUND/DISCUSSION:

N/A

UTILITY SERVICE AGREEMENT
FOR
ARLINGTON HEIGHTS

THIS AGREEMENT is entered into this ____ day of __________, **2021**, between the City of DeLand (City) and Atlas Homes, LLC. (Developer) regarding utility service for the **Arlington Heights** project. In consideration of the mutual covenants and conditions in this agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at the South East corner of the intersection of South Pine Street and East Voorhis Avenue in DeLand, FL and described as:

TAX PARCEL NUMBER

700902140010

ALL BLK 158 DELAND EXC W 25 FT PER OR 5543 PGS 0801-0867 PER OR 5577 PG 2719-2720 PER OR 8066 PG

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

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

- Two 6"x 6" wet tap with a 6" stainless steel tapping sleeves, 6" Gate Valves, and approximately 47 LF+/- of 8" C900 PVC or HDPE piping.
- One 2"x 6" wet tap with a 6" x 2" epoxy coated tapping saddle with stainless steel bolts, and approximately 40 LF +/- of 2" poly
- One 1"x 6" wet tap with a 6" x 1" epoxy coated tapping saddle with stainless steel bolts, and approximately 40 LF +/- of 1" poly
- An 8" core into an existing sewer manhole and approximately 30 LF+/- of 8" C900 PVC or HDPE piping
- Three 6" Sewer taps into existing sewer main, approximately 90 LF+/- of 6" C900 PVC

- 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 and reuse 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 necessary.

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 Arlington Heights, 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.

ATLAS HOMES, LLC

Randall W Stallard

Name: RanDall W. Stallard

Title: Manager

CITY OF DELAND

____

Robert F. Apgar

Mayor - Commissioner

ATTEST:

____

Name: Thomas M Denove

Secretary

____

Witness

Joe Skinner

Witness

ATTEST:

____

Julie A. Hennessy

City Clerk - Auditor

____

Witness

____

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me____________________, by Robert F. Apgar, Mayor - Commissioner of the City of DeLand, Florida, this ____day of _________, 2021.

____

Notary Public - State of Florida

Name:____________________

My Commission expires:___________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by Randy Stallard ________________ of Atlas Homes LLC this ________day of_____________, 2021.

THOMAS M DENOVE
Notary Public - State of Florida
Commission # GG 272606
My Comm. Expires Oct 30, 2022
Bonded through National Notary Assn.

____

Notary Public - State of Florida

Name:____________________

My Commission expires:___________

Contact Information:

Project Team

OWNERS: HARLAN L. PAUL VOORHIS PARTNERS, LLC 142 E. NEW YORK AVE. DELAND, F-L 32724- 386-734-3020 HPAUL@PAULANDIELKIND.COM		**SURVEYOR:** BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. 995 W. VOLUSIA AVE. DELAND, FL 32720 386-734-8050 INFO@BLACKWELLSUREYING.COM
APPLICANT: RANDY STALLARD, MEMBER ATLAS HOMES, LLC 827 S. SPRING GARDEN AVE. DELAND, FL 32720 386-626-3040 R.STALLARD@ATLASHOMESLLC.COM	**LANDSCAPE ARCHITECT:** CARA CULLIVER, RLA, ASLA CULLIVER DESIGN, INC. 173 SUNTREE COURT ORMOND BEACH, FL 32174 386-871-5293 CULLIVERDESIGN@CFL.RR.COM	**ENGINEER:** THE ALANN ENGINEERING GROUP, INC. 880 AIRPORT RD. STE. 113 ORMOND BEACH, FL 32174 386-673-7640 KAB@AE-GROUP.COM

Utility Contacts

WATER/SEWER: CITY OF DELAND UTILITIES 1101 S. AMELIA AVENUE DELAND, FL 32720 CONTACT: JIM AILES, UTILITY DIRECTOR PHONE: (386) 626-7250	**AT&T:** MICHAEL J. MOORE MM0409@ATT.COM 386–281–6953	**Spectrum:** PAUL LIAKOS PAUL.E.LIAKOS@CHARTER.COM 407–215–8838	**Duke Energy:** SERVICE & INSTALLATION NEWCONSTRUCTION@DUKE–ENERGY.COM 866–372–4663

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Appointment to the Public Mural Art Committee.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Application

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

Seat 3 on the Public Mural Art Committee is vacant due to the passing of Mary Swiderski. This seat term is for four (4) years. A majority of the members shall either live, work, volunteer or own property in the Greater DeLand Area. All members shall have a background or other involvement in artwork as determined by the City Commission.

The City Clerk's Office has received an application for appointment from: Eric Group.

At the June 07, 2021 meeting, Erica submitted her application for appointment and was runner up for selection.

Pursuant to the City Commission's board appointment procedure, the applicant has been invited to attend this Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission appoint Erica Group to the Public Mural Art Committee for a partial term to expire June 7, 2025.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
APPLICATION FOR APPOINTMENT
PUBLIC MURAL ART COMMITTEE

CRITERIA: The Committee shall have five (5) members appointed by the City Commission. A majority of the members shall either live, work, volunteer or own property in the Greater DeLand Area. All members shall have a background or other involvement in artwork as determined by the City Commission.

DUTY: To review and approve mural designs for aesthetic quality, design integrity and appropriateness pursuant to Ordinance 2021-18, and any resolutions that may be adopted by the City Commission from time to time, in order to create and maintain a strong community image, identity and a sense of place.

APPLICANT INFORMATION

Please Type, if possible (or print clearly) Date: 5-12-21

Name: Group (Last) Erica (First) (Middle)

Address: (H) 826 N Garfield Ave Zip Code: 32724

(O) Zip Code:

Phone: (H) ( ) (O) ( )

E-Mail Address: hello@erica.group

Employer: Self Employed/West Volusia Tourism

Position: Artist/Artist in Residence How Long: WVT since 2017

Education: School	Yrs. Completed	Degrees
High School: DeLand High School	4	
Colleges: University of South Florida	2	Associates
Cazenovia College	2	Bachelor of Fine Arts

1.	Do you work within the Greater DeLand Area?	Yes X	No
2.	Are you a resident of the Greater DeLand Area?	Yes X	No
3.	Do you own property in the Greater DeLand Area?	Yes	No X
4.	Do you volunteer in the Greater DeLand Area?	Yes X	No
4.	How long have you lived in the DeLand Area?	Years 32	
5.	Are you currently serving on a City Board?	Yes X	No
6.	Have you ever served on a City Board?	Yes	No

If yes, when and which Board? Currently Serving on ACED and Consulted on Public Engagement meetings for the "You are DeLand" Campaign in 2019

7. Are you currently serving on any advisory board for any other governmental agency?

If yes, which board?

Work Experience:

Visual Merchandising and Marketing for South of New York Market

Artist in Residence for West Volusia Tourism – Wings of the West Mural trail and "What's Up in West Volusia" video series

Downtown DeLand logos: Sidecar Bar, Georgia Avenue Hair Company, Salon Blondie, The Old Town Butcher, ACED DeLand, You Are DeLand campaign, Fogle Constructors

Please indicate the extent of your knowledge or expertise in the area of art/artwork:

Aside from my BFA, I've been so fortunate to have an abundance of practical experience in the arts; from small scale Graphic Design to large scale murals.

Community Involvement: ACED board member, 'You Are DeLand' consultant, Artist in Residence for West Volusia Tourism, host of "What's Up in West Volusia" video series, volunteering for the Museum of Art DeLand.

Interests/Activities: Illustrating, painting, designing, dining in DeLand and raising a little young man

Why do you desire to serve on this Board? DeLand is abundant with beautiful murals. I know it is vital to protect the integrity of the reputation it has earned in the Arts community. I'd argue DeLand gains notoriety and popularity daily and we have a duty to maintain its appeal with its public display of art.

A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board.

____
Signature

If you have questions, please call the Office of City Clerk (626-7132). Return this form to City Hall, 120 South Florida Avenue, DeLand 32720 ATTENTION CITY CLERK'S OFFICE.

[Ord. 2021-18]

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Appointment to DeLand Municipal Police Officers Retirement Board.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

DeLand Municipal Police Officers Retirement Plan Board Member Tom Ellis resigned his position on the board. Tom Ellis was one of the two city residents on the board. City resident Dan Metz was presented to the board as a replacement to this vacant position. On August 31st, 2021, Dan Metz (241 Meghan Circle, DeLand, FL 32724) was unanimously approved during a board meeting as the person to be presented to the City Commission for appointment. This RCA is to maintain compliance with F.S.S. 185.05 and City Ordinance 23-90.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommendation that the Commission officially appoint city resident Dan Metz to the current vacant seat of the City of DeLand Municipal Police Officers Retirement Plan board.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Appointment to DeLand Housing Authority.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Application

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The term for Seat 5 on the DeLand Housing Authority has expired. Terms are for four (4) years. A majority of the Board Members are required to be residents of the City of DeLand. Staff has not received any applications, but has received a request for reappointment from Mike Newberry (current Seat 5 member), who is a City resident.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission reappoint Mike Newberry to Seat 5 on the DeLand Housing Authority, for a term to expire November 1, 2025.

BACKGROUND/DISCUSSION:

CITY OF DeLAND
APPLICATION FOR APPOINTMENT
DeLAND HOUSING AUTHORITY

CRITERIA: Majority must be City residents.

DUTY: A local public housing agency for undertaking and carrying out preliminary planning of low-rent housing projects and financial assistance in providing low-rent housing by leasing dwelling units in existing privately-owned structures.

APPLICANT INFORMATION

Please Type, if possible (or print clearly) Date: 7-18-14

Name: Newberry (Last) Mike (First) R (Middle)

Address: (H) 1508 Ginger Snap Tr. (DeLand) Zip Code: 32720

(O) ______ Zip Code: ______

Phone: (H) (____) ______ (O) (____) ______

E-Mail Address: MNewberry@contractors Businesssys.Com

Employer: Newberry Homes

Position: Pres How Long: ______

Education: School	Yrs. Completed	Degrees
High School:	12	
Colleges:		

1. Do you currently work within the City limits? Yes ✓ No ______
2. Are you a City of DeLand resident? Yes ✓ No ______
3. Do you own property in DeLand? Yes ✓ No ______
4. Have you ever served on a City Board? Yes ______ No ✓
   If yes, when and which board? ______
5. Are you currently serving on any advisory board for any other governmental agency?
   Yes ______ No ✓
6. How long have you lived in the DeLand area? Years 18

Work Experience: See Resume

Community Involvement: Served As Board Member OF Cross Creek subdivison

Interests/Activities: Sports & Flying

Why do you desire to serve on this Board? To Give Back To Community By Sharing my years of Experience As Builder/GC And To Help The Less Fortunate

A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board.

Signature

If you have questions, please call the Office of City Clerk (626-7130). Return this form to City Hall, 120 South Florida Avenue, DeLand 32720 ATTN CITY CLERK.

LIFESTYLE DESIGN & CONSTRUCTION GROUP
1508 Ginger Snap Trail. DeLand, Florida 32720
Office: (386) 736-7677 Cell: (386) 801-2441 E-mail: mnewberry@cfl.rr.com

Michael R. Newberry - Managing Director

HIGHLIGHTS

Mike Newberry has over 40 years and $4 billion dollars in construction experience. As a builder, Mr. Newberry has overseen over 3,000 multi-family units, 1,000 single family residences and over 400,000 square feet of commercial retail space. As a consultant, Mr. Newberry has assisted over 150 construction companies some with individual annual sales topping $200 million dollars. In addition, Mr. Newberry has worked with some of the top 400 construction companies in the world such as Fluor Corporation (www.fluor.com), Foster Wheeler (www.fwc.com), Fru-Con Construction (www.fru-con.com) and Kiewit Construction Company (www.kiewit.com). Working closely with these companies' construction teams, Mr. Newberry has implemented job-cost and project management systems to manage multi-million dollar projects.

PROFESSIONAL EXPERIENCE

1992-2006
Owner Operator – *Lifestyle Design & Construction Group*

QUALIFICATIONS

- *Over 30 years experience in construction, including residential custom homes, and commercial projects.*
- *Extensive background in all facets of construction, including project management, cost control, scheduling, job costing, processing design change orders and record-keeping functions.*
- *Twenty years of management/ownership, with exceptional skills in public relations, contract negotiation, and cost estimations.*
- *Highly skilled in employee and subcontractor relations. Able to acquire and manage a highly competent crew and subcontractors.*
- *Serving as liaison with developers, architects, engineers and owners to determine needs, priorities and time schedules.*
- *Troubleshooting actual and potential problem areas and implementing viable solutions.*

EDUCATION AND CERTIFICATIONS

Continued Education - Seminars and Training Programs:

- Value-Added Selling
- Problem Solving and Decision Making
- Successful Negotiations
- SAP Consultant Certification Program

State Certifications by Department of Business and Professional Regulations

- *State certified Commercial Building Contractor License - Georgia and Florida*
- *State certified General Contractor License - Michigan*
- *State certified Mechanical Contractor License - Michigan*
- *State certified Master Plumbing License – Michigan and Florida*

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Appointment to Historic Preservation Board.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Application

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

Seat 5 is vacant on the Historic Preservation Board. The Board shall have seven members appointed by the City Commission to serve for a period of three years. At least four (4) of the seven members shall be residents of the City of DeLand. Three (3) members may be non-residents who own land in the Historic District. One member of the Board shall be a registered architect, if available. The remaining six appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. The City Commission should, whenever possible, appoint a representative from each of the following areas of expertise:

(a) History
(b) Real estate or real property appraisal
(c) Urban planning

Staff has received an application from Mr. Ross Janke. Mr. Janke was previously on the Volusia County Valuation Board, but his term expired on 12/31/21. Mr. Janke meets the requirements for membership on the Board.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Citizen Advisory Boards support the Focus Area of "High Value Government."

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission appoint Ross Janke to Seat 5 on the Historic Preservation Board for a term to expire October 1, 2025.

BACKGROUND/DISCUSSION:

APPLICATION FOR APPOINTMENT
HISTORIC PRESERVATION BOARD

Submitted On:
November 13th, 2019 @ 1:22pm

City of DeLand

Requester Name	Ross Janke
Address	2222 Ridge Road DeLand Florida 32720 United States
Email	rossjanke@outlook.com
Employment	The DeLand Hotel Owner 3 years
High School	Savino High School
Colleges	
Degree(s)	
Do you work within the City Limits?	Yes
Are you a City of DeLand resident?	No
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	Yes
How long have you lived in the DeLand area?	3 years

Work Experience

• Owner, The DeLand Hotel, DeLand, FL
o Assumed ownership in 2016 and initiated full restoration of hotel, restoring the hotel to its 1925 roots, reflecting its historical significance in the City of DeLand.
o Conducted and supervised remodeling activities including carpentry, plumbing, and electrical.
o Working knowledge of historic preservation standards and regulations.
o Received City of DeLand's Historic Designation in February 2019
o Earned designation on the National Register of Historic Places in June 2019
o Provide retail/incubator space for small businesses.

• Sole Proprietor, San Diego, CA
o Engineered and conducted renovation projects, restoring depressed properties and contributing to the revitalization of the local neighborhoods.
o Guided investments for multi-family commercial and single-family properties.
o Purchased, renovated, and managed commercial properties.

• CEO, Perfect Green Inc., Orange County, CA
o Commercial landscape contractor for Fortune 500 companies
o Re-engineered complex irrigation and acquisition models to produce more cost-effective solutions.
o Introduced water conservation management programs to client businesses.
o Environmental land management to minimize environmental impact.

• Corporal, United States Marine Corp
o Marine Reconnaissance
o Marine Infantry, 1st Battalion 4th Marines
o Reserve, 4th Force Reconnaissance

Please indicate if you have working knowledge or expertise in any of the following areas:

History
Real Estate/Real Property Appraisal
Building construction

Indicate which area(s) you have expertise:

History
Real estate or real property appraisal
Engineering or building construction

Community Involvement

• Appointed to Volusia County Value Adjustment Board
• Special Assistant to City of Deltona's Economic Development Ecological Tourism Sustainability Director
• Member:
o West Volusia Regional Chamber of Commerce
o Deland Area Chamber of Commerce

Interests/Activities

Preserving the rich, architectural history of DeLand.
Working with the local Chambers to improve the business climate.

Why do you desire to serve on this Board?

I have a strong passion and track record for historical preservation and am looking to bring my experience and qualifications to our community to ensure we remain true to the history of DeLand. Historic preservation is critical for successful neighborhood development. Preserving our historical character is paramount in expanding economic diversity and growth.

User's Session Information

IP Address: 24.73.153.166
Referrer URL: https://www.deland.org/boards-committees/historic-preservation-board

Upload Supplemental File(s)

https://seam.ly/l3wsqVaS

Signature Data

First Name: Ross

Last Name: Janke

Email Address: rossjanke@outlook.com

Ross Janke

Signed at: 11/13/2019 01:21PM

Memorandum

DATE: February 7, 2022

TO: MAYOR AND COMMISSIONERS

FROM: JULIE A. HENNESSY, CITY CLERK

RE: Announcement of Board Vacancies

CITIZENS ADVISORY TASK FORCE

Seats 1, 2 and 4 are vacant on the CATF. Terms are for four (4) years.

Requirements: Five (5) members appointed by the City Commission. A majority of the members shall, at all times, be residents of the area served by CDBG funds and all members shall be residents of the City. Members shall demonstrate an affirmative interest and concern about their community.

INTENT:
To provide advisory recommendations to the City Commission on the governance and applications for funding under the CDBG program; establish procedures for its operation and recommend to the City Commission the creation of a permanent Community Relations Committee when appropriate; serve in an advisory capacity on issues brought forth by the City Commission for its deliberation and recommendation. [Reso. 02-60; Reso 08-29].

Appointments are tentatively scheduled for the February 14, 2022 Regular Meeting of the City Commission. Applications are available in the City Clerk's office in City Hall Monday through Friday, 8:00 AM to 4:30 PM., or on the City's website.

cc: Marla Ivey, Community Dev. Coordinator
Chris Graham, Community Information Specialist

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: First Reading of Ordinance Correcting Ordinance No. 2021-36, which Annexed Property Located at 230 East Taylor Road, to Correct a Scrivenor's Error therein.

DEPARTMENT: Planning

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance, Exhibit A-Revised Sketch and Description

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

Approval of an Ordinance on first reading relating to the annexation of real property addressed as 230 East Taylor Road and amending Ordinance Number 2021-36 is requested.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

NA

FISCAL IMPACT:

The City will benefit from clarifying the legal description of the annexed real property and, thus, the City Limits. Otherwise, there is no substantial fiscal impact to this action and the applicant is paying the costs of correcting Ordinance Number 2021-36.

RECOMMENDATION:

It is recommended that the City Commission consider the approval of an Ordinance annexing real property addressed as 230 East Taylor Road on first reading which action will correct Ordinance Number 2021-36.

BACKGROUND/DISCUSSION:

The City Commission enacted Ordinance Number 2021-36 on November 1, 2021. Subsequent to its enactment, Volusia County staff noted discrepancies with the legal description of the southern most parcel that had been provided to the City by the petitioner. Although the owners of the property are Vincent W. Gould, III and Faye S. Gould, Michael Wojtuniak, P.E., was authorized to act on their behalf as the petitioner and for the contract purchaser of the property, Steven R. Parks. The total real property being annexed is 2.36 acres in size and is intended to become part of the existing development known as DeLand Toyota PD. The southern most parcel (subject property) contains 1.37 acres. The proposed Ordinance will correct the discrepancies of the legal description utilized in Ordinance Number 2021-36 with the sketch and legal description being updated to match the recorded deed. The real property which is proposed to be annexed into the City Limits is reasonably compact and contiguous to the corporate areas of the City and its annexation will not result in the creation of any enclave (and, indeed, logically fills in the City Limits and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and otherwise fully complies with the requirements of State law. The legal sketch and description, dated December 31, 2021, prepared by Scott Bechir, P.S.M. of Scott's Surveying Services, Inc., Debary, Florida, is an exhibit to the Proposed ordinance.

ORDINANCE NO. 2022 –

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CORRECTING A SCRIVENERS ERROR IN THE LEGAL DESCRIPTION FOR THE ANNEXATION ORDINANCE BEARING ORDINANCE NUMBER 2021-36 AND THEREBY ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY (TAX IDENTIFICATION PARCEL NUMBER 702800000490) WHICH IS APPROXIMATELY 1.37 ACRES IN SIZE AND GENERALLY ADDRESSED AS 230 EAST TAYLOR ROAD LOCATED CONTIGUOUS TO THE CITY OF DELAND IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGAL DESCRIPTION AND A MAP AND PROVIDING FOR THE INCORPORATION OF THAT EXHIBIT; PROVIDING FOR FINDINGS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance Number 2021-36 was adopted on November 1, 2021 which ordinance was intended to annex into the corporate limits of the City of DeLand the real property which is the subject of this Ordinance; and

WHEREAS, the statutorily required metes and bounds legal description of the subject property contained in Ordinance Number 2021-36 had a scrivener's error such that the subject property was improperly described; and

WHEREAS, it is the intent of this Ordinance to repeal and replace Ordinance Number 2021-36 with this Ordinance for the purpose of annexing the subject property into the corporate limits of the City of DeLand with a correct legal description; and

WHEREAS, the following are the fee simple title owners of the real property being addressed as 230 East Taylor Road and assigned the following Tax Identification Parcel Number by the Volusia County Property Appraiser which property owners have authorized the Petitioner, Michael Wojtuniak, P.E., to act on their behalf and for the contract purchaser, Steven R. Parks:

Tax Identification Parcel Number	**Owners** *
702800000490	Vincent W. Gould, III and Faye S. Gould

; and

WHEREAS, the subject real property (a site 1.37 acres in size) is intended to become part of the existing development known as DeLand Toyota PD; and

WHEREAS, City staff reviewed and recommended approval of the annexation of said property to the City Commission of the City of DeLand and has accomplished all actions required under the *Code of Ordinances of the City of DeLand* and State law; and

WHEREAS, the City Commission, upon the recommendation of City staff and the City Attorney, has determined that all of the property which is proposed to be annexed into the City of DeLand is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of DeLand, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law relative to annexation it being specifically found and determined that the property being annexed does not leave any real property in unincorporated Volusia County totally enclosed within the City Limits of the City; and

WHEREAS, the City Commission of the City of DeLand, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Commission of the City of DeLand, Florida hereby determines that it is to the advantage of the City of DeLand and in the best interests of the citizens of the City of DeLand to annex the aforedescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

> *Recording.*—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map and the legal descriptions attached hereto as Exhibit “A” shows, describes and depicts the property which is hereby annexed into the City of DeLand said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

Section 1. Legislative and Administrative Findings/Annexation of Property.

(a). The recitals set forth above in the "whereas clauses" are hereby adopted as legislative findings of the City Commission of the City of DeLand.

(b). The property that is the subject of this Ordinance consists of the following parcel of land assigned the Tax Identification Parcel Number set forth above and below, said property being situated in Volusia County, Florida: Tax identification Parcel Number 702800000490. (See Exhibit "A" the legal sketch and description and more specifically described as dated December 31, 2021, prepared by Scott Bechir, P.S.M. of Scott's Surveying Services, Inc., Debary, Florida. All of said property is hereby annexed into and are hereby made a part of the City of DeLand, Florida pursuant to the provisions of Section 171.044, *Florida Statutes*.

(c). Upon annexation of the subject real property the property owners shall be responsible for all impact and connection fees associated with obtaining utility services from the City to serve the annexed property. The property owners of the annexed property fully understand that the property owners and the transferees and assigns of the property owners shall incur any and all of the costs of routing, extending, connecting and installing all utility services to the annexed property that may result and be incurred as well as the obligation to pay any and all other applicable fees and costs in any way relating to connection to, metering of, and provision of services by, the City's utility systems. Future development shall meet all utility code and system requirements as well as the requirements of controlling State law. The property owners shall be responsible for any and all costs and expenses relating to the routing any and all lines to the subject property and for providing any necessary facilities and equipment including, but not limited to, the granting of utility easements to the City as may be determined to be necessary by the City.

(d). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, "[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . ." This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties.

Section 2. Effect of Annexation. Upon this Ordinance becoming effective, the property owners of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of DeLand, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of DeLand, Florida and the provisions of said Chapter 171, *Florida Statutes*. The City has not waived any rights or remedies by taken the action set forth herein or by approving any successive development orders and reserves any and all rights and remedies available to the City under controlling law including, but not limited to, the protections under the laws pertaining to sovereign immunity.

Section 3. Administrative Actions.

(a). Within 7 days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into *the City of DeLand Comprehensive Plan* and the Official Zoning Map of the City of DeLand in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said property to include, but not be limited to, rights-of-way and natural features. Also, in accordance with the provisions of Section 171.091, *Florida Statutes*, a copy of the document submitted to the Florida Department of State must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

Section 4. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed including, but not limited to, Ordinance Number 2021-36.

Section 5. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise to be invalid, unlawful, or unconstitutional.

Section 6. Codification. The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of DeLand by the City Manager, or designee(s), and the City Manager, or designee(s), is/are hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance. Also, all maps of the City shall be modified to address this annexation and all previous annexations.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this __ day of _________, 2022.

____
Robert F. Apgar
Mayor - Commissioner

ATTEST:

____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: _______, 2022.
Adopted on second reading: ______, 2022.

APPROVED AS TO FORM AND LEGALITY:

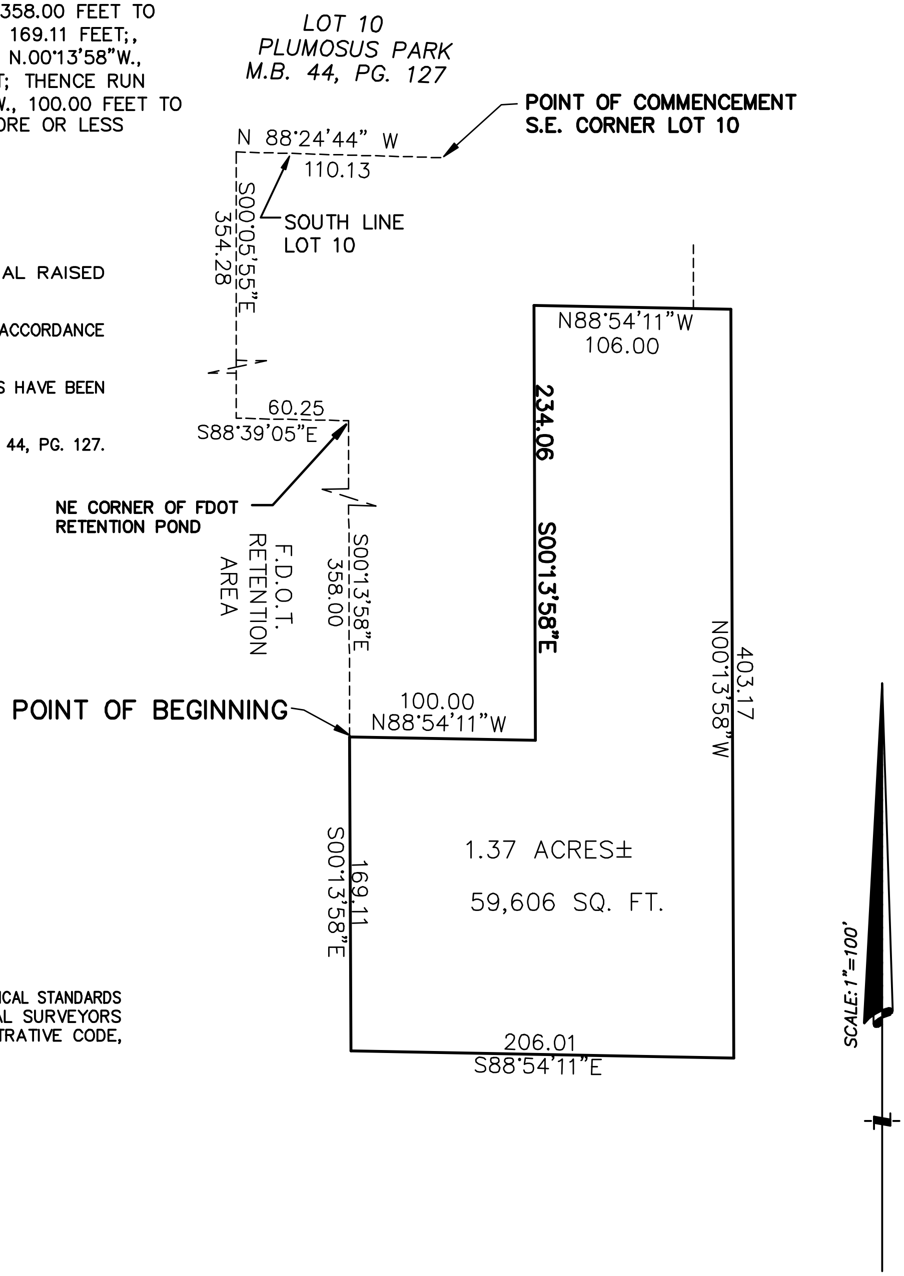
____
Darren J. Elkind
City Attorney

"EXHIBIT A"

" METES & BOUNDS SKETCH OF DESCRIPTION "

"PROPOSED REAL PROPERTY DESCRIPTION"

COMMENCING AT THE SOUTHEAST CORNER LOT 10, PLUMOSUS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGE 127 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N.88°24'44"W. ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 110.13 FEET; THENCE LEAVING SAID SOUTH LINE RUN S.00°05'55"E., 354.28 FEET; THENCE RUN S.88°39'05"E., 60.25 FEET TO THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA PARCEL; THENCE RUN S.00°13'58"E., ALONG EAST LINE OF SAID RETENTION AREA PARCEL 358.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.00°13'58"E., 169.11 FEET;, THENCE RUN S88°54'11"E., 206.01 FEET; THENCE RUN N.00°13'58"W., 403.17 FEET; THENCE RUN N.88°54'11"W., 106.00 FEET; THENCE RUN S.00°13'58"E., 234.06 FEET; THENCE RUN N.88°54'11"W., 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.37 ACRES MORE OR LESS



SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE "REAL PROPERTY DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS HAVE BEEN LOCATED OTHER THAN SHOWN.
4. BEARINGS ARE BASED ON THE PLAT OF PLUMOSUS PAK, M.B. 44, PG. 127.

CERTIFIED TO:

PARKS AUTOMOTIVE GROUP, INC.
FIRST AMERICAN TITLE INSURANCE COMPANY
SHUTTS & BOWEN LLP

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechir

REGISTERED SURVEYOR & MAPPER 5807 SCOTT R. BECHIR No. 5807 STATE OF FLORIDA

SCOTT BECHIR, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5807

CLIENT: DELAND TOYOTA
JOB NUMBER: 11-12
CADD DWG. FILE: 11-12

COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	2/1/21
REVISED DESCRIPTION	NA	NA	S.R.B.	12/30/21

SCOTT'S SURVEYING SERVICES, INC.
LB # 7442
8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA
PH. (386) 668-7332 FAX 668-7337

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: First Reading of Ordinance Approving Code Enforcement Lien Amnesty Program.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The City has implemented a Code Enforcement Lien Amnesty Program since 2016 by means of the adoption of resolutions. It is now proposed that the City Commission continue to provide property owners with a Code Enforcement Lien Amnesty Program by means of the enactment of an Ordinance providing for the Program.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Smart Growth Principals - Encourage Redevelopment

SUSTAINABILITY:

Strategic Hyothesis #6 - Safety and Security

FISCAL IMPACT:

The City has implemented a Code Enforcement Lien Amnesty Program by means of the adoption of resolutions in the past and has successfully collected funds and assisted the active DeLand real estate market to place properties into useful uses which enhance the overall City with code compliant properties as well as the tax base of the City as properties are improved. The enactment of an Ordinance will continue those positive results into the future.

RECOMMENDATION:

It is recommended that the City Commission approve the Ordinance relating to the City's Code Enforcement Lien Amnesty Program on first reading.

BACKGROUND/DISCUSSION:

The City has implemented a Code Enforcement Lien Amnesty Program since 2016 by means of the adoption of resolutions on an annual basis. It is now requested that the City Commission continue to provide property owners with a Code Enforcement Lien Amnesty Program by means of the enactment of an Ordinance providing for the Program.

The Program provides an incentive to and opportunity for property owners who may have outstanding code enforcement violations to bring their property into compliance, encourage the payment of outstanding fines and allow property owners to clear their property titles, all of which enhances the overall DeLand real estate market.

The City's ultimate goal is compliance with regard to code violations and the Code Enforcement Lien Amnesty Program provides a reasonable time period during which property owners may take advantage of the opportunity to bring their property into compliance and rectify outstanding code enforcement liens at a reduced cost. Code enforcement liens imposed pursuant to Chapter 7A of the Code of Ordinances of the City of DeLand and Chapter 162, Florida Statutes, resulting from orders issued by the City's Code Enforcement Special Magistrate run in favor of the City. Liens on property can make it difficult for a property owner to sell or refinance properties.

The proposed Ordinance provides that the duration of the Code Enforcement Lien Amnesty Program shall be from the effective date of the Ordinance for an indeterminate period and that the Program may be sunsetted and terminated upon the adoption of a resolution by the City Commission.

Property owners may apply for relief under the Program upon paying a $100.00 non-refundable application fee. Property owners with multiple code enforcement liens must apply for each lien simultaneously under the Program with each lien being subject to the application fee.

Liens for which relief under the Program may not be granted include utility liens, special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition. Such liens must be paid in full prior to a property owner requesting a lien reduction under the terms of this Ordinance.

To be eligible for relief under the Program, property must be in compliance with all City codes and ordinances and all property owned by the same property owner in the City must be fully in compliance. Additionally, all outstanding or unpaid special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition or any other costs or liens imposed by the City must be paid and the property must be current on all utility payments.

Lien reductions are adjudicated by the City Manager, or designee, and may be to an amount equal to all hard costs/amounts otherwise due to the City plus an amount equal to the greatest of the following:

(1). 5% of the total amount owed on the code enforcement fine/lien; or

(2). 2% of the just fair market value of the property, as set forth in the records of the Volusia County Property Appraiser, which is subject to the lien and on which the violation giving rise to the lien occurred; or

(3). All administrative staff costs and legal costs associated with the City code enforcement activities related to the property.

The reduced lien/fine amount must be paid in full within 30 days of the date of approval of the application and, if the reduced lien/fine is not timely paid, the lien/fine amount reverts back to the original lien/fine amount and the application fee shall be forfeited.

The proposed Ordinance also provides for various implementing administrative actions.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR PROGRAM DURATION, ACCEPTANCE OF APPLICATIONS, APPLICATION FEE, AND APPLICATION PROCEDURE WHEN MULTIPLE VIOLATIONS PRESENT; PROVIDING FOR INELIGIBLE LIENS; PROVIDING FOR ELIGIBILITY CRITERIA; PROVIDING FOR CALCULATION OF LIEN REDUCTIONS, DEADLINE FOR PAYMENT OF REDUCED LIEN, AND CONSEQUENCE OF NONPAYMENT OF REDUCED LIEN BY DEADLINE; PROVIDING FOR ACCEPTABLE METHODS OF PAYMENT OF APPLICATION FEES AND REDUCED LIENS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand wishes to continue to provide property owners with a Code Enforcement Lien Amnesty Program as has been implemented by the adoption of resolutions in the past; and

WHEREAS, in order to provide an incentive to and opportunity for property owners who may have outstanding code enforcement violations to bring their property into compliance, to encourage the payment of outstanding fines and to allow property owners to clear their property titles it has been determined to legislatively enact the Code Enforcement Lien Amnesty Program; and

WHEREAS, the City of DeLand's ultimate goal of compliance as to code violations and the Code Enforcement Lien Amnesty Program provides a reasonable time period during which property owners may take advantage of the opportunity to bring their property into compliance and rectify outstanding code enforcement liens at a reduced cost; and

WHEREAS, code enforcement liens imposed pursuant to Chapter 7A of the *Code of Ordinances of the City of DeLand* and Chapter 162, *Florida Statutes*, resulting from orders issued by the City's Code Enforcement Special Magistrate run in favor of the City of DeLand and the City recognizes that a lien on property can make it difficult for a property owner to sell or refinance properties; and

WHEREAS, the City Commission of the City of DeLand has the authority to execute a satisfaction or release of such code enforcement liens and desires to expedite the process of settlement of certain code enforcement liens for a limited period of time through its Code Enforcement Lien Amnesty Program; and

WHEREAS, the City Commission of the City of DeLand desires to grant the authority to the City Manager the ability to reduce such code enforcement liens/fines for a limited period of time; and

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

WHEREAS, the City Commission of the City of DeLand has determined that it is in the best interest of the citizens of the City of DeLand to enact this Ordinance.

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

Section 1. Legislative Findings.

(a). The City staff report and City Commission agenda memorandum relating to this matter are hereby adopted as if fully set forth herein.

(b). This Code Enforcement Lien Amnesty Program and the provisions of this Ordinance shall be construed and applied separately and apart from any other provision of the *City Code* providing for fines or lien reductions.

(c). The City of DeLand has complied with all requirements and procedures of controlling Florida law.

Section 2. Program Duration/Sunset; Acceptance of Applications; Application Fee; Multiple Violations.

(a). The duration of the Code Enforcement Lien Amnesty Program shall be from the effective date of this Ordinance for an indeterminate period; provided, however, that the Program may be sunsetted and terminated upon the adoption of a resolution by the City Commission.

(b). Property owners making application under the Code Enforcement Lien Amnesty Program must complete a Code Enforcement Lien Amnesty Program application on a form as prepared by the City.

(c). Property owners applying to the Code Enforcement Lien Amnesty Program must, in addition to completion a Code Enforcement Lien Amnesty Program application, pay a $100.00 non-refundable application fee.

(d). Property owners with multiple code enforcement liens must apply for each lien simultaneously under the Program with each lien being subject to the application fee.

Section 3. Ineligible Liens.

(a). Utility liens that may arise under the *City Code* or controlling law are not eligible for the Code Enforcement Lien Amnesty Program.

(b). Special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition are not eligible for the Code Enforcement Lien Amnesty Program and such liens must be paid in full prior to a property owner requesting a lien reduction under the terms of this Ordinance. The City Manager shall not approve, compromise or settle any such hard costs or any associated legal fees incurred by the City as a result of a code enforcement case.

Section 4. Eligibility Criteria.

(a). Property must be in compliance with all City codes and ordinances in order to be eligible for the Code Enforcement Lien Amnesty Program and, to that end, all property owned by the same property owner in the City must be fully in compliance. Without limiting the generality of the prior statement, property owners of property on which a repeat violation has been found to have occurred pursuant Chapter 162, *Florida Statutes*, must prove that all properties owned by the owner in the City are fully in compliance.

(b). The property owner must not be subject to any outstanding or unpaid special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition or any other costs or liens imposed by the City and must be current on all utility payments.

(c). Both commercial and residential properties are eligible to participate in the program.

Section 5. Calculation Of Lien Reductions; Deadline For Payment Of Reduced Lien; Consequence Of Nonpayment Of Reduced Lien By Deadline.

(a). Upon meeting the conditions set forth in Section 4, the amount of the code enforcement lien shall be reduced to the amount of all hard costs (these include, but are not limited to, code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition as well as administrative and legal charges) incurred by the City as a result of the subject code enforcement lien plus an amount equal to the greatest of the following:

(1). 5% of the total amount owed on the code enforcement fine/lien; or

(2). 2% of the current just fair market value of the property, as set forth in the records of the Volusia County Property Appraiser, which is subject to the lien and on which the violation giving rise to the lien occurred.

(c). The reduced lien/fine amount shall be paid in full within 30 days of the date of approval of the application and, if the reduced lien/fine is not timely paid, the lien/fine amount shall revert to the original lien/fine amount and the application fee shall be forfeited.

(d). The code enforcement lien/fine will not be released by the City until full payment of the amount determined to be due pursuant to the Code Enforcement Amnesty Program is received by the City.

Section 6. Implementing Administrative Actions.

(a). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

(b). The City Manager, or designee, shall provide an administrative release of lien or satisfaction of lien upon compliance with the requirements set forth in this Ordinance.

(c). All documents executed pursuant to this Ordinance shall be subject to review and approval by the City Attorney prior to execution by the City Manager, or designee.

Section 7. Savings. The prior actions of the City of relating to code enforcement actions and matters of the City, as those terms are used in their broadest sense, as well as any and all related matters, are hereby ratified and affirmed.

Section 8. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 9. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 10. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions Sections 2 through Section 6 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of* , with all other sections not being codified, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all other sections shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the *Code of Ordinances of the City of* to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 11. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this __ day of _________, 2022.

____
Robert F. Apgar
Mayor - Commissioner

ATTEST:

____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Resolution Approving Sidewalk Cafe, Hyderhead Brewery, Inc. Located at 142 West Georiga Avenue.

DEPARTMENT: Planning

PREPARED BY: Caroline Turgeon, Senior Planner

ATTACHMENTS: Resolution, Exhibit A- License Agreement, Exhibit B (site plan), Staff Memo

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The owner of an existing business, Hyderhead Brewery Inc., a Florida corporation, at 142 West Georgia Ave, Hyder Head Brewery, has submitted an application for an approximately 80 sq. ft. temporary sidewalk café.

The proposed eating area complies with the minimum criteria for a temporary sidewalk café per Section 26- 9.5 of the City of DeLand Code of Ordinances as discussed in the attached staff memo. Site plan shows compliance with the required minimum 5-foot pedestrian clearance for all sidewalk café's located on Georgia Avenue. (Seating adjacent to the building's façade on N. Florida Ave. is not located on the City's sidewalk.)

Planning staff recommends that the City Commission approve the request for a sidewalk cafe license as presented.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community"

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There are no municipal finance impacts. New outdoor seating areas will have a positive financial impact for the business by attracting people to the downtown, in keeping with its unique atmosphere.

RECOMMENDATION:

Staff recommends the City Commission approve the sidewalk license agreement as presented.

BACKGROUND/DISCUSSION:

Refer to attached memo for discussion on compliance with sidewalk cafe regulations.

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING A LIMITED LICENSE AGREEMENT FOR A TEMPORARY SIDEWALK CAFÉ HYDERHEAD BREWERY, INC, A FLORIDA CORPORATION, FOR ITS BUSINESS, "HYDER HEAD BREWERY", LOCATED AT 142 WEST GEORGIA AVENUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant, Hyderhead Brewery, Inc., has submitted a proper and complete application under Section 26-9.5 of the City of DeLand Code of Ordinances (hereinafter the "Code") for a license agreement for a temporary sidewalk café; and

WHEREAS, the applicant is proposing outdoor seating during normal business operating hours for the establishment doing business as "Hyder Head Brewery"; and

WHEREAS, the City Commission finds that the proposed application for a limited license agreement is consistent with the criteria of the Code.

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

Section 1. The City Commission hereby grants the Limited License Agreement attached hereto as Exhibit A for a temporary sidewalk café to Hyderhead Brewery, Inc., a Florida corporation, for its establishment doing business under the name of "Hyder Head Brewery" located at 142 West Georgia Avenue.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 7th day of February, 2022.

____
Robert F. Apgar
Mayor-Commissioner

ATTEST:

____
Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

____
Darren J. Elkind
City Attorney

LIMITED LICENSE AGREEMENT

This Agreement is made and entered into at DeLand, Volusia County, Florida, by and between the City of DeLand, a municipal corporation located at 120 South Florida Avenue, DeLand, Florida (the "City") and Hyderhead Brewery, Inc., a Florida corporation, for their micro-brewery "Hyder Head Brewery" located at 142 West Georgia Avenue, DeLand, Florida (the "Licensee"), this 20 day of January, 2022.

WITNESSETH:

WHEREAS, the City recognizes that traditional commercial areas which exhibit high amounts of pedestrian activity can support the vitality of the commercial district by incorporating the sidewalk area into selected commercial activities, and that granting the privilege of using the sidewalk for commercial activity is consistent with the City's comprehensive plan and Land Development Regulations; and

WHEREAS, Licensee acknowledges that, notwithstanding any legal ownership which it may or may not hold to a portion of the sidewalk, the general public and the City of DeLand have a prescriptive easement over the full width of the sidewalk as it now exists by virtue of the public's use of the sidewalk as a walking thoroughfare and the City's maintenance of the sidewalk in years past. Licensee further acknowledges that use of the sidewalk under the terms of this Agreement shall not, in any way, alter the prescriptive easement rights of the general public and the City of DeLand, as use of the subject property under this Agreement is a privilege and not a right and may be revoked at any time; and

WHEREAS, the parties hereto acknowledge that the City possesses right of ownership and/or a prescriptive easement over that portion of the sidewalk located in front of and immediately adjacent to Licensee's business establishment located at 142 West Georgia Avenue, commonly known as "Hyder Head Brewery" and being more particularly described in the attached Exhibit A (hereinafter the "Sidewalk"); and

WHEREAS, Licensee has made proper application to the City under Section 26-9.5 of the Code of Ordinances of the City of DeLand for use of the Sidewalk for the purposes set forth herein, and the prescribed procedures for approval and minimum criteria as set forth in Section 26-9.5 of the Code have been met; and

WHEREAS, it is the desire of the City of DeLand to grant unto Licensee a nonexclusive, limited license to use the Sidewalk for the purposes set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is agreed as follows:

Section 1. Grant of nonexclusive, limited license. The City hereby grants unto Licensee nonexclusive, limited license and access to the Sidewalk for use as a "temporary sidewalk cafe" pursuant to the provisions of Section 26-9.5 of the Code of Ordinances of the City of DeLand (hereinafter the "Code"). This License is non-transferable, non-assignable, and considered temporary in nature.

Section 2. Term of agreement; renewals; termination. This Agreement shall begin upon all parties completing the signature page, and shall continue until and unless otherwise terminated as set forth herein. So long as Licensee is in full compliance with all of the terms, covenants and conditions of this Agreement and Section 26-9.5 of the Code, this Agreement shall renew annually thereafter with the renewal of the Licensee's Business Tax Receipt under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. A new license agreement must be applied for and approved by the City whenever there is a change of ownership of the business, even if the new owner acquires all of the stock or other interest of the Licensee.

Notwithstanding the foregoing, the City may terminate this Agreement for any violation by Licensee of this Agreement or of Section 26-9.5 of the Code, the City will provide written notice of termination to Licensee by certified mail, return receipt requested. The City reserves the right to remove from the Sidewalk any of the Licensee's personal property.

Section 3. Design criteria. Licensee shall observe the following design criteria:

(a) The design of the sidewalk cafe shall provide for a free flow of pedestrian traffic around the sidewalk cafe area. A minimum clear pedestrian area of seven feet (7') shall be maintained.

(b) The sidewalk cafe area is limited to the sidewalk area directly adjacent to the restaurant frontage, as shown on the sketch plan attached hereto as Exhibit B.

(c) The sidewalk cafe area must be clearly delineated from the area to remain open for pedestrian traffic.

(d) Umbrellas shall be allowed provided that the umbrellas are contained within the sidewalk cafe area and do not impede pedestrian traffic or vision at intersections.

(e) Additional signs are limited to one (1) additional sign on an outdoor menu board and the restaurant name or advertising on any umbrellas. The outdoor menu board may be two-sided, not to exceed four (4) square feet per side.

(f) Outdoor lighting, if provided, must be permanently installed in accordance with the City code and be approved as part of the application. Licensee shall take necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunset to sunrise.

Section 4. Operating standards. Licensee shall observe the following operating standards:

(a) Alcoholic beverages may be temporarily served within the Sidewalk consistent with any alcoholic beverage license in effect for Licensee's restaurant; provided, however, that the sale and consumption of alcoholic beverages shall be in compliance with all state and local laws as related to such use. The provisions of this subsection are a privilege, not a right, and the City Commission of the City of DeLand reserves the right to revoke the privilege of serving alcohol on the Sidewalk.

(b) The hours of operation for the sidewalk cafe may not exceed the operating hours of the restaurant.

(c) Tables, chairs and other furniture shall be brought inside when the sidewalk cafe is not in operation.

(d) The sidewalk café area shall be kept in a clean condition (including regular removal of trash and debris) and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation by the license holder.

Section 5. Public's right of use. The sidewalk cafe shall be open for use by the public and such use shall not be restricted to patrons of Licensee. Neither the use of Licensee's seating area nor the tables and chairs the Licensee places on the Sidewalk shall be limited to the exclusive use of Licensee's patrons. All members of the public shall have the right to use the sidewalk cafe's seating area and the tables and chairs which Licensee places on Sidewalk without charge.

Section 6. Right of inspection. The City Manager or his designee shall have the right to inquire, from time to time, into the conduct of the operations, activities and services of Licensee in order to ensure that the services being provided by Licensee are in conformity with the purpose and intent of this Agreement and the Code of Ordinances.

Section 7. Liability insurance, indemnity and hold harmless. Licensee shall defend, indemnify and hold harmless the City from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the premises, or any act or omission of Licensee or its agents, servants, employees, customers, patrons or invitees, whether on the premises or elsewhere.

Contemporaneously with the beginning date of this Agreement, Licensee shall, at its own cost and expense, procure and maintain general liability coverage with an aggregate limit of not less than $1,000,000.00 from an insurer licensed in the State of Florida which names the City of DeLand as an additional insured, which insurance shall cover the operations of the Licensee which take place within the sidewalk café area.

Section 8. Nonliability of the City to Licensee. The City shall not be liable to Licensee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Licensee's property or loss of revenue, caused by any third persons connected with Licensee's use and access to the Sidewalk, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 9. Permits and licenses. Licensee shall at all times hold any and all permits or licenses required by any proper licensing authority to conduct its business.

Section 10. Compliance with zoning regulations. Licensee shall at all times be in compliance with all applicable zoning regulations as set forth in the City of DeLand Land Development Regulations, and with all other relevant state and local regulations.

Section 11. Non-assignability. Licensee shall not assign this Agreement and any attempted assignment in contravention hereof shall be void.

Section 12. Abandonment of use. Should Licensee voluntarily abandon its use of the subject premises for any reason whatsoever for a period of sixty (60) consecutive days this Agreement shall automatically terminate.

Section 13. Notices. Any notices required by this Agreement shall be made in writing and sent by certified mail, return receipt requested, addressed to the parties as follows:

City Manager
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

Jeffery P. Hyder
HYDERHEAD BREWERY, INC.
1492 Robinwood Drive
DeLand, FL 32720

Section 14. Construction of agreement. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 15. Amendments to agreement. This Agreement may be amended only in a writing signed by both parties.

Section 16. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in a writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

*** Signatures on following page ***

EXECUTED BY THE CITY this ____day of ______________________________, 2022.

EXECUTED BY LICENSEE this 20 day of January, 2022.

CITY OF DELAND

By:_____________________________
Michael Pleus, City Manager

Address: City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

HYDERHEAD BREWERY, INC.

By: _____________________________
Jeffery P. Hyder, CEO

Address:
1492 Robinwood Drive
DeLand, FL 32720

WITNESSES AS TO THE CITY:

____
(Witness' Signature)

____
(Print Name)

____
(Witness' Signature)

____
(Print Name)

WITNESSES AS TO LICENSEE:

____
(Witness' Signature)

Tasheldon Starke
(Print Name)

____
(Witness' Signature)

Caroline Turgeon
(Print Name)

This Instrument Prepared By:

City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

EXHIBIT A

A PART OF PARCEL # 7016-01-03-0062, MORE PARTICULARLY DESCRIBED AS:

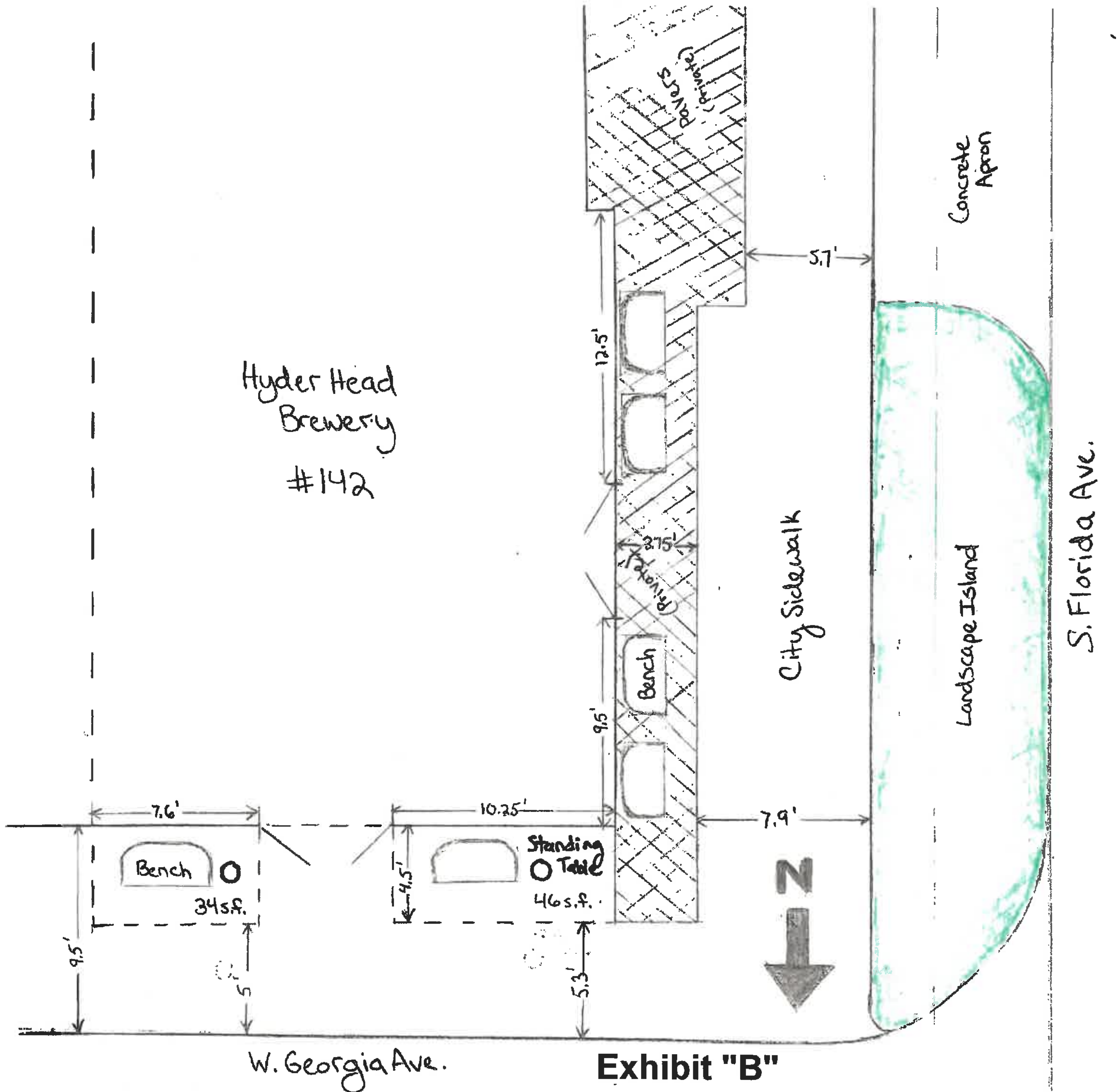
Lot 6, Block 3, Howry's Addition to Deland, as recorded in Deed Book G, Page 701, of the Public Records of Volusia County, Florida; LESS AND EXCEPT the South 214.6 feet thereof; and LESS AND EXCEPT that portion of aforesaid Lot 6, being more particularly described as follows:

From the Point of Beginning, said point being the Northwest corner of the South 214.6 feet, of aforesaid Lot 6, run thence Easterly along the North line of the South 214.6 feet of said Lot 6, a distance of 74.6 feet; thence Northerly to a point on the South line of Georgia Avenue, as now occupied and established, said point being 76.6 feet Easterly of the Easterly Right-of-Way line of Florida Avenue, as now occupied and established and being measured along the Southerly line of said Georgia Avenue; thence Westerly along the Southerly line of aforesaid Georgia Avenue, a distance of 76.6 feet to the Easterly line of aforesaid Florida Avenue; thence Southerly along the Easterly line of aforesaid Georgia Avenue, 63.0 feet, more or less, to the Point of Beginning.

AND

That portion of Lot 6, Block 3, Howry's Addition to Deland, as recorded in Deed Book G, Page 701, of the Public Records of Volusia County, Florida, being more particularly described as follows:

From the Point of Beginning, said point being the Northwest corner of the South 214.6 feet, of aforesaid Lot 6, run thence Easterly along the North line of the South 214.6 feet of said Lot 6, a distance of 74.6 feet; thence Northerly to a point on the South line of Georgia Avenue, as now occupied and established, said point being 76.6 feet Easterly of the Easterly Right-of-Way line of Florida Avenue, as now occupied and established and being measured along the Southerly line of said Georgia Avenue; thence Westerly along the Southerly line of aforesaid Georgia Avenue, a distance of 76.6 feet to the Easterly line of aforesaid Florida Avenue; thence Southerly along



Pavers (Private)
Concrete Apron
5.7'
12.5'
Hyder Head Brewery #142
3.75'
Pavers (Private)
City Sidewalk
Landscape Island
S. Florida Ave.
Bench
9.5'
7.6'
10.25'
7.9'
Bench
34 s.f.
Standing Table
46 s.f.
4.5'
9.5'
5'
5.3'
N
W. Georgia Ave.

Exhibit "B"

Planning Department
Memorandum

TO: Mike Holmes, Planning Director **DATE**: December 30, 2021

FROM: Caroline Turgeon, Senior Planner

SUBJECT: Sidewalk Café Application, 142 W. Georgia Ave. (LA21-237)

The owner for an existing business at 142 W. Georgia Ave., Hyder Head Brewery, has submitted an application for an approximately 80 sq. ft. temporary sidewalk café. Below are the minimum criteria for a temporary sidewalk café per Section 26-9.5 of the City of DeLand Code of Ordinances. Per the site plan and supporting documentation submitted by the applicant, the following has been determined:

1. The zoning of the subject property permits the operation of a sidewalk café.

   The property is zoned C-2A&H, Downtown Commercial, which permits sidewalk cafés.

2. The sidewalk café is adjacent to the front of the building with which it is associated.

   Proposed outdoor seating is located adjacent to the building's frontages on West Georgia and South Florida Avenue. (Only proposed seating on the West Georgia side is subject to the regulations of the Sidewalk Café ordinance, as seating on Florida Ave. is located outside of the public sidewalk area.)

3. The sidewalk café is an extension of a permanent restaurant or other establishment lawfully selling food and/or beverage.

   Yes, Hyder Head Brewery.

4. The sidewalk café is auxiliary and will not operate outside the operating hours of the restaurant.

   Per applicant, operating hours will be the same as the business.

5. The sidewalk café is temporary in nature; and all tables, chairs, umbrellas, outdoor menu boards, and other such items will be secured indoors during non-operational hours.

   Per submitted application, applicant acknowledges this requirement.

6. As it is a temporary sidewalk café, no permanent structures, except for lighting, will be constructed.

   No permanent structures are proposed.

7. If proposed, additional permanent outdoor lighting has been indicated on the site plan.

   No additional outdoor lighting is proposed.

8. The sidewalk café will not impede pedestrian traffic; meets the minimum clearance requirements for its district.

    Site plan shows compliance with the minimum 5-foot pedestrian clearance for all sidewalk cafés located on Georgia Avenue, and a minimum 7-foot pedestrian clearance for those fronting on Florida Avenue.

9. Alcoholic beverages will only be served or consumed within the proposed sidewalk café area boundary to be approved and only after the appropriate beverage license has been obtained from the Department of Business and Professional Regulation.

    The applicant does maintain CMB (manufacturer's) and 2COP alcohol licenses for the site; however, said license will need to be updated with the State to include outside areas.

10. Outdoor food preparation, if proposed, is restricted to the area to be licensed; and meets all applicable city, fire, safety, and health codes and all other relevant local and state regulations regarding outdoor food preparation.

    No outdoor food preparation has been proposed.

11. The outside seating will not exceed 30% of the establishment's gross floor area, unless additional parking has been approved.

    True; proposed outside seating constitutes less than 30% of the indoor restaurant gross floor area.

As the applicant appears to meet all criteria for a temporary sidewalk café; and as the café will not adversely affect public health, safety, or welfare; staff recommends **approval** of said application.

\U\PLANNING\MEMOS\2021\LA21-237 142WGeorgiaAve.docx

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT:	Resolution Approving Sole Source Procurement: TI Training Recon Simulation Environment.
DEPARTMENT:	Police
PREPARED BY:	Rebecca Ackerman, Project Cord.
ATTACHMENTS:	Resolution, TiTraining Quote
APPROVED BY:	Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The sole source procurement of the TI Training Recon Simulation Environment using funding from the "special law enforcement trust fund" is being proposed for approval by the City Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed procurement of a Recon simulation system (TI Training RECON Simulation Environment) to be utilized for training at the training range is eligible for use of no ad valorem revenues under the provisions of Section 932.7055(5)(c), Florida Statutes, which pertains to the administration of the "special law enforcement trust fund". Thus, the procurement is a sound use of a funding source which has no impact upon the taxpayers of the City. The training would occur in a safe environment that is not only more cost-effective than using ammunition at a traditional training facility, but is also likely to generate no injuries that implicate workers compensation, or other, claims. The amount of the purchase totals $49,150.

RECOMMENDATION:

City staff recommends that the City Commission approve the sole source procurement of the TI Training Recon Simulation Environment using funds derived from the "special law enforcement trust fund".

BACKGROUND/DISCUSSION:

A sole source procurement, which is technically referred to as a "procurement by noncompetitive proposals", is a procurement activity in which only one vendor can supply the commodities, technology and/or perform the services required by the agency procuring the commodities, technology or services. The proposed sole source vendor located in Golden, Colorado, is TI Training Corp., a Delaware corporation, a wholly owned subsidiary of Table Mountain Group LLC, a Delaware limited liability company, which was established in 2006 and, according to its Web site, has since served over 1,200 domestic and international customers.

TI Training Recon Simulation Environment is the only upgradable and reconfigurable simulation training environment available to law enforcement. It includes multi-screen capability and takes officers and civilians (for education and community relations purposes) through an entire training exercise from first contact to resolution and has additional smart screens that are wirelessly connected to the core system allowing projected video may be placed anywhere inside or outside the training room. A wide-open footprint allows for full tactical movement within the training environment. The system offers trainee capture camera capability, engaging realistic training content (it is the only product that offers in-house audio), flexible weapon options, auxiliary device control and true distance stereoscopic display (a vendor proprietary module that includes fully-branching high-definition video which provides realistic simulation). The Recon system provides for simulated traditional training where all the action is in front of the shooter or for “peripheral” training where the shooter must focus their attention on potential threats on all sides. The simulations provide for real-life simulations which are invaluable for enhancing use of force training by incorporating relevant and realistic scenarios for shooters.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF DELAND, FLORIDA RELATING TO PURCHASING BY THE CITY UNDER THE PROVISIONS OF ARTICLE VIII, SECTION 63 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATING TO AN EXCEPTION TO COMPETITIVE BIDDING PERTAINING TO PURCHASES WITHOUT COMPETITIVE BIDDING WHEN AVAILABLE ONLY FROM A SINGLE SOURCE; AUTHORIZING A PROCUREMENT FROM TI TRAINING CORP. AS A SOLE SOURCE PROCUREMENT; TI TRAINING RECON SIMULATION ENVIRONMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN EXHIBIT PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 63 of the *Code of Ordinances of the City of DeLand* provides for an exception to the general competitive bidding requirements of the City as states, in pertinent part, that:

> The City Commission may also authorize by resolution the purchase of equipment, materials or supplies without competitive bidding when these are available only from a single source . . .

; and

WHEREAS, the City of DeLand continually desires that the City's Police Department personnel be well trained and well equipped to face the demands of the challenges facing law enforcement in today's world all for the benefit of the citizens of DeLand and for the protection of the health, safety and welfare of the general public; and

WHEREAS, the high-quality and cost-effective training of City police officers provided by the TI Training Recon Simulation Environment system would enhance the protection of public safety within the City for the benefit of the citizens of the City while doing so in a manner that has no impact to the taxpayers of the City; and

WHEREAS, the proposed vendor of the TI Training Recon Simulation Environment system is Golden, Colorado, is TI Training Corp., a Delaware corporation, a wholly owned subsidiary of Table Mountain Group LLC, a Delaware limited liability company, which was established in 2006 and, according to its Web site, has since served over 1,200 domestic and international customers; and

WHEREAS, the proposed procurement of the TI Training Recon Simulation Environment system to be utilized for training at the training range is eligible for use of non-ad valorem tax generated revenues under the provisions of Section 932.7055(5)(c), *Florida Statutes*, which pertains to the administration of the "special law enforcement trust fund" and, thus, the procurement is a sound use of a funding source which has no impact upon the taxpayers of the City; and

WHEREAS, the training of City police officers using the TI Training Recon Simulation Environment system would occur in a safe environment that is not only more cost-effective than using ammunition at a traditional training facility, but is also likely to generate no injuries that implicate workers compensation, or other, claims; and

WHEREAS, the City of DeLand desires to use public funds in the most prudent and beneficial manner; and

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

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

Section 1. Legislative Findings And Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution.

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

(c). The sole source justification standards applicable to this matter have been meet and adhered to and the subject vendor is deemed the only capable provider of the subject goods and the sole source procurement activity authorized herein is in the best interest of the City.

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

Section 2. Sole Source Procurement; TI Training Recon Simulation Environment System; Exhibit.

(a). The City Commission hereby waives the City's competitive bidding requirement for the purchase of the TI Training Recon Simulation Environment system to be utilized by the City's Police Department.

(b). The City Commission hereby authorizes the necessary purchase of the TI Training Recon Simulation Environment system from TI Training Corp.

(c). The City Commission hereby declares that the purchase herein authorized is clearly and legitimately limited to a single source of supply and that the sole source of that supply for the TI Training Recon Simulation Environment system is TI Training Corp.

(d). The attached procurement documents relating to the TI Training Recon Simulation Environment system needed for training of City Police Department personnel as provided by TI Training Corp. is hereby incorporated herein as a substantive part of this Resolution and approved for payment.

Section 3. Implementing administrative actions.

The City Manager, City Clerk and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution to include, but not be limited to, the approval and execution of procurement documents relating to the purchase of the TI Training Recon Simulation Environment system.

Section 4. Savings.

All prior actions of the City Commission relating to City procurement and purchasing matters, and any and all related activities, are hereby ratified and affirmed.

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution shall become effective immediately upon enactment.

PASSED AND DULY ADOPTED this 7th day of February, 2022.

____
Robert F. Apgar
Mayor - Commissioner

ATTEST:

____
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

____
Darren J. Elkind
City Attorney

Quote

Deland Police
219 W Howry Ave.
Deland, FL 32720
3868044579

Training. Outdoors.

4680 Table Mountain Drive
Suite 150
Golden, CO 80403
(800) 634-1936
http://TiTraining.com/

Estimate No. 5647 Issued on Tue Sep 7, 2021

Qty	Name	Description	Rate	Amount	Tax
1	RECON Single Screen CORE System-	RECON Single Screen CORE Portable Laptop system with Travel Cases; 25' Cables; Portable speakers; 750+ interactive scenarios, graphic marksmanship & skill builders. 12' Portable Screen 2- Replica Dry Fire Blue Guns 1- Flashlight	$19,950.00	$19,950.00	NON
1	*Shipping		$300.00	$300.00	NON
1	*Disoount	Florida Discount	$-1,500.00	$-1,500.00	NON
2	Additional Recoil Kit for Handgun	Dvorak drop-in air Recoil Kit for Handgun with 1-magazine. Handgun Not Included	$2,950.00	$5,900.00	NON
2	Taser 7 Laser Device	Inert Taser 7 Device with 2 mounted lasers	$2,650.00	$5,300.00	NON
2	Additional OC Laser Canister	Trigger Style	$1,400.00	$2,800.00	NON
1	Additional Flashlight	Additional handheld flashlight.	$250.00	$250.00	NON
1	Master Instructor Train Onsite	At Customer Location for 6 Trainees	$3,500.00	$3,500.00	NON
1	Additional Recoil Kit for Rifle	Dvorak drop-in air Recoil Kit for Rifle with 1 Co2 magazine.	$2,950.00	$2,950.00	TAX
1	Refill Station for Recoil Kits	CO2 Tank; Refill Nozzle and All necessary items for the Handgun Magazines and Rifle Magazines to be refilled.	$700.00	$700.00	NON
1	Firing Line	Full Marksmanship and Course of Fire with 4 Blue Guns	$4,000.00	$4,000.00	NON
1	Custom Scenario	Editor Software	$5,000.00	$5,000.00	NON

Editor
Software
Upgrade

Tax	$0.00
Estimated Total	**$49,150.00**
Deposit Due	**$0.00**

Signature:
Signature Date:

Thank you for considering Ti Training.

If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

Kila Otte
kila@titraining.com
(303) 414-3555

TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE:

This is not an invoice. Please contact Ti Training/Ti Outdoors if you approve this quote and wish to proceed with an order.

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT: Consideration re Report on Demolition of the 2-Story Accessory Building Located at 225 West New York Avenue at the Rear of the Putnam Hotel.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Memo on Putnam Two Story Building Demolition

APPROVED BY: Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

This report is for acknowledgement of the demolition of the 2-story accessory building located at the rear of the former Putnam Hotel. At the discretion of the Chief Building Official, as an emergency measure, and upon the recommendation of BBM Structural Engineers, Inc. as provided for under Section 33-35.05, Emergency Conditions, of the DeLand Code of Ordinances, it was determined that the accessory building needed to be demolished. The Putnam Hotel is under renovation for residential purposes and the subject property was uninhabitable and deemed unable to be repaired. The Land Development Regulations allow for emergency situations to be addressed by the Building Official but also requires City staff to bring the matter to the City Commission for a report.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth principles:
Redevelopment -
Action Steps:

1. Pursue downtown residential redevelopment.

Strategic Focus Area: Preserving "Sense of Community" as a key asset.
Promote additional investment
Action Steps:

1. Continue private investment in those core assets that define "sense of community."
    1. Encourage private investment in commercial redevelopment and residential restoration.

SUSTAINABILITY:

n/a

FISCAL IMPACT:

The demolition of the structure was conducted in conjunction with the renovation and redevelopment of the Putnam Hotel into residential units.

RECOMMENDATION:

It is recommended that the City Commission accept the report of the demolition of the rear accessory building.

BACKGROUND/DISCUSSION:

The applicant, Willen Beneventano, seeks to demolish the accessory structure as part of the redevelopment of the former Putnam Hotel site for residential use. The request for demolition is normally under the advisement of the Historic Preservation Board. However, this situation was an emergency as determined by the Chief Building Official.

ORLANDO
(407) 645-3423
2300 Maitland Center Parkway
Suite 201
Maitland, FL 32751

November 17, 2021

Mr. Joe Levrault, BCA, MCP, CFM, CFI

Chief Building Official

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

Re: Putnam Building – Demolition of Existing 2-Story Building.

Dear Mr. Levrault:

As requested, we have visited the above-mentioned building yesterday to observe the existing conditions. The visit was visual and non-destructive in nature. We walked both first floor and second floor. The following are pictures from our visit and their locations described.

Here is a picture taken from outside.

Here is a picture from inside of 1st floor. The picture shows damage associated with excessive settlement of the building.

Most of the ground floor is still covered with plaster in the ceilings and walls with plaster on both sides.

Here are some pictures from 2nd floor. Excessive termite and water damage in walls and roof.

More pictures from 2nd floor termite and water damage. The existing wood structure has lost its structural integrity. Termite damage is visible all over the wall studs and roof framing members, and the entire exterior envelope has experienced water intrusion damage.

It is my professional opinion, to the best of my knowledge and ability that the existing building with damage due to settlement cracks, termite and water damage to wood structural members is not economically feasible to repair and make it structurally safe to occupy.

Furthermore, it is also my opinion that this building is not safe to have workers present in it.

It is my recommendation to demolish this building.

If you have any questions, please do not hesitate to contact us.

With best regards,

BBM STRUCTURAL ENGINEERS, INC.

Bora Erbilen

Digitally signed by Bora Erbilen
DN: c=US, o=BBM Structural Engineers, dnQualifier=A01410D0000017B730C71FC00041E4E, cn=Bora Erbilen
Date: 2021.11.18 15:36:43 -05'00'

Bora Erbilen, P.E., S.E., M.L.S.E., SECB, F. SEI, M.B.A.

President

cc: Mr. Miles Beach, Mr. Matt Dadisman

21168

CITY OF DELAND
Request for Commission Action
February 7, 2022

SUBJECT:	Consideration re Design and Utility Complex Coordination Commission Staff Assignment & Presentation.
DEPARTMENT:	Engineering
PREPARED BY:	Chad Gamble, Public Services Director
ATTACHMENTS:	DeLand Utility Presentation
APPROVED BY:	Michael Pleus, City Manager, February 2, 2022

SUMMARY/HIGHLIGHT:

The Public Service Department (PSD) is set to begin one of the most challenging years to manage the procurement of the largest construction projects in the last 50 years. The $35 million Water Reclamation Plant Expansion Project (EP) and the $10 Million Utilities Administration Building (UAB) are both set to begin construction in the next 1 to 2 years. With the high probability of overlapping construction schedules, limited construction support space at the PSD campus, supply chain challenges, and person power challenges looming it places additional pressures and coordination on the construction crews and operational staff working on the same campus. We continually look to streamline the procurement process and leverage the very best contractors with the most cost-effective high-quality final product that we can. Being the stewards of the Utility fund, there is a tremendous opportunity to combine the EP and the UAB projects together under one master contract. This contract would be a combined construction management at risk project (CMAR) using the utility construction division and commercial construction division of a construction management company. The joining of these two impactful, important and transformational projects provides many positive opportunities. Some of these are; the utilization of sub-contractors to perform work on both projects (electrical, flat work, skill trades), the sharing of equipment and person power, the unified orchestration of space management at the PSD campus, significant reduction of the overall construction timelines, eliminate the duplication of bond, insurance, mobilization, and mobile office costs etc. The elimination of these duplicative costs would save upward of 5%+/- of the $45 Million combined project cost. The CMAR process is a construction delivery method that has been around and generally used for commercial build projects consistently for 20+ years. Over the past 10 years the this procurement process has been the predominate method in the construction of utility/waste/reclaim facilities. It works on the principal of establishing a guaranteed maximum price for all construction related items of a project including a specified and fix fee for the construction management company. Additional benefits of the CMAR process is that the construction costs are calculated at 30%, 60% and 90% of design. Thus, allowing a calibration to project scope and budget before design is finalized. This is especially critical now noting the massive fluctuations in construction costs and material availability. The CMAR process also avails the purchase of critical equipment and early performance of long lead construction items ahead of the final design of the overall construction package. To take advantage of this we would have to stop the UAB design at the 60% plans design stage that is due to be submitted later in February. The City would then issue a joint RFP for a CMAR contractor that would be selected on experience, skilled staff and delivery capabilities. The three-month delay in the design of the UAB facility would be substantially, if not entirely, made up by eliminating the necessity of bidding out the UAB project for construction in the fall of 2022. Staff will present the draft UAB design layout of the UAB for feedback and comments at this meeting. In order to facilitate this packaging of the projects we are requesting the assignment of Commissioner Chris Cloudman, selected to serve on the UAB CMAR selection committee, to serve on the joint CMAR project for the EP and UAB.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Increase investment in Infrastructure, High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The combination of the EP and UAB in to one CMAR project will create the opportunity for savings between $1 and $2+ million. The selection of a a commissioner to the CMAR RFP selection committee has no financial impact.

RECOMMENDATION:

Staff recommends that WRF plant Expansion Project and the Utility Administration Project be delivered using a joint Construction Manager at Risk contractor and that Commissioner Cloudman be appointed to the joint CMAR - RFP selection committee.

BACKGROUND/DISCUSSION:

N/A

PRESENTATION FOR THE

City of DeLand
Utility Administration Center

February 7, 2022

GOALS AND OBJECTIVES

Consolidation of staff

Create a safe and secure environment for staff and crew

Plan for the future—technology/transit/growth

Collaborative environments to foster internal communication and interaction between departments

Be responsible users of tax payers dollars

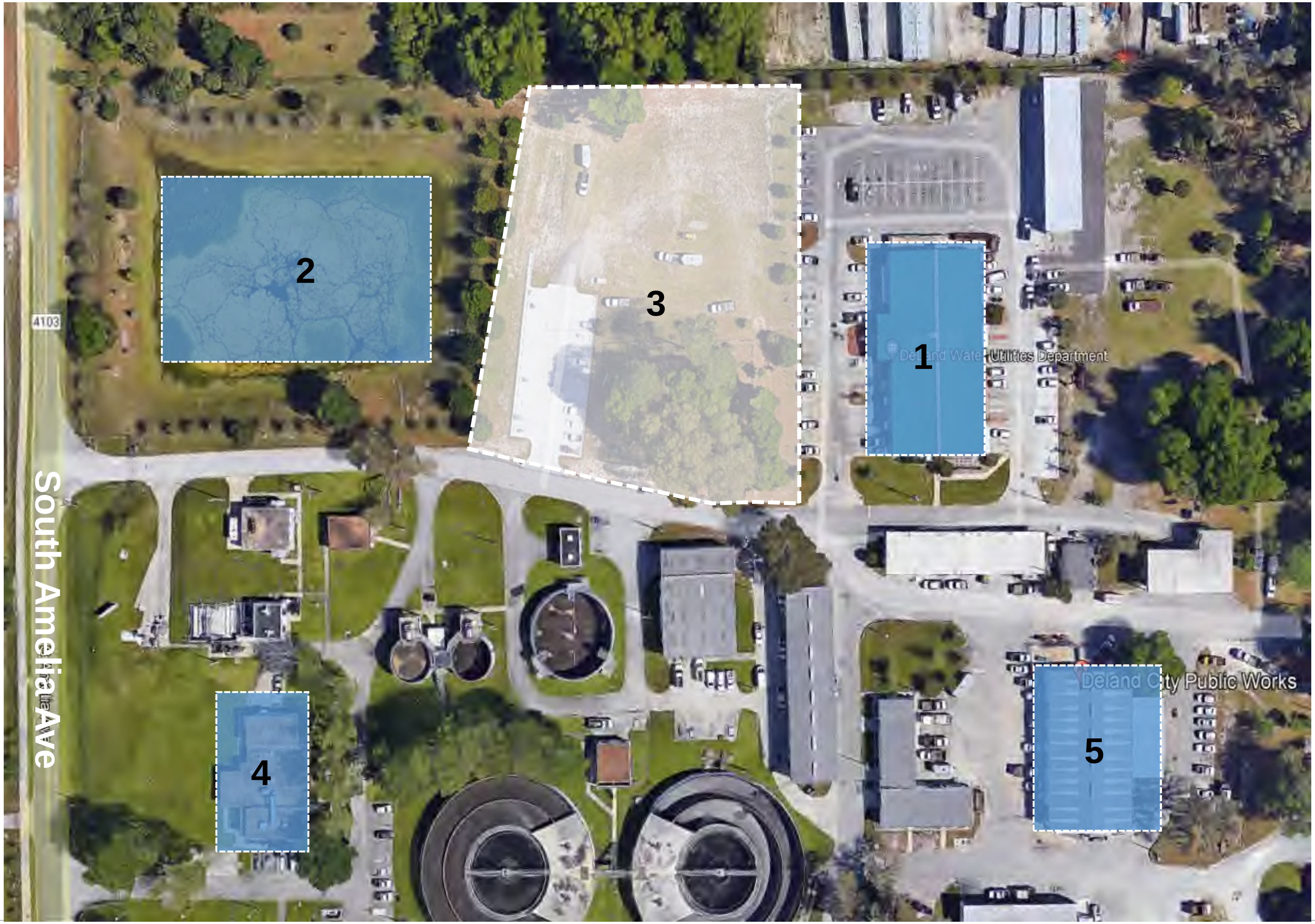
Maximize the amount of shared building spaces

Maintenance friendly / durable facility

SITE PLANNING

SITE ANALYSIS
Google Earth Image

1. Existing Public Works Offices
2. Existing Retention
3. Proposed Project Site
4. Existing Utility Building
5. Existing Fleet Building



SITE ANALYSIS
Google Earth Image

SITE PLAN

Security/Site Access

Staff vs. Public Parking

Building Orientation
-Sun/Wind
-Civic Presence

Storm water Locations

Vehicular Circulation

Visual Connection to Existing

Maintain Historic Trees

Future Growth

BUILDING DESIGN CONCEPT

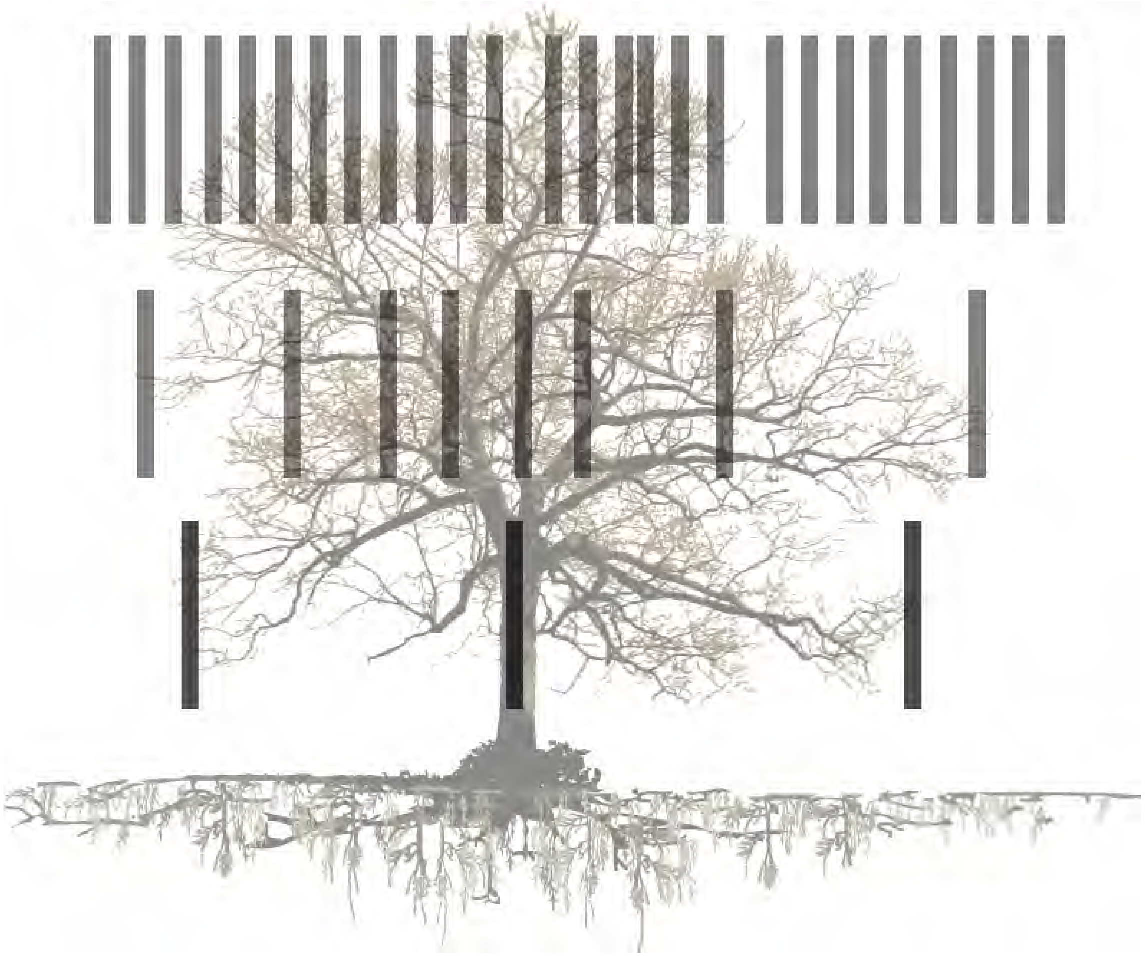
DESIGN CONCEPT
Rhythm of the Oak

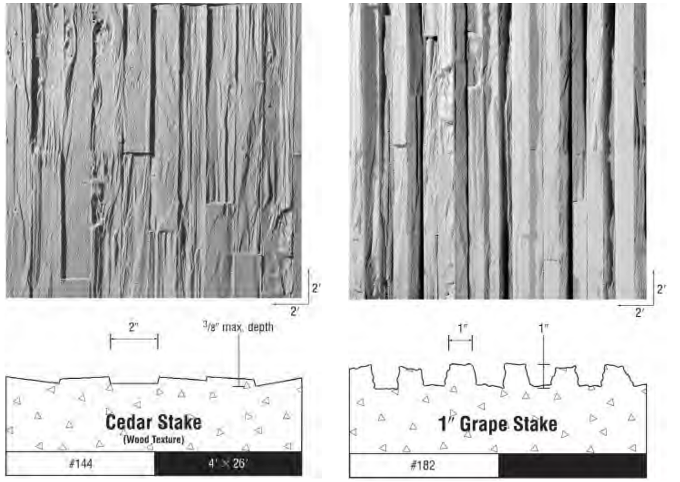
Neighborhood
- -civic presence
- -pride

Industrial
- -materials
- -efficiency
- -durability

DeLand Community
- -materials
- -colors

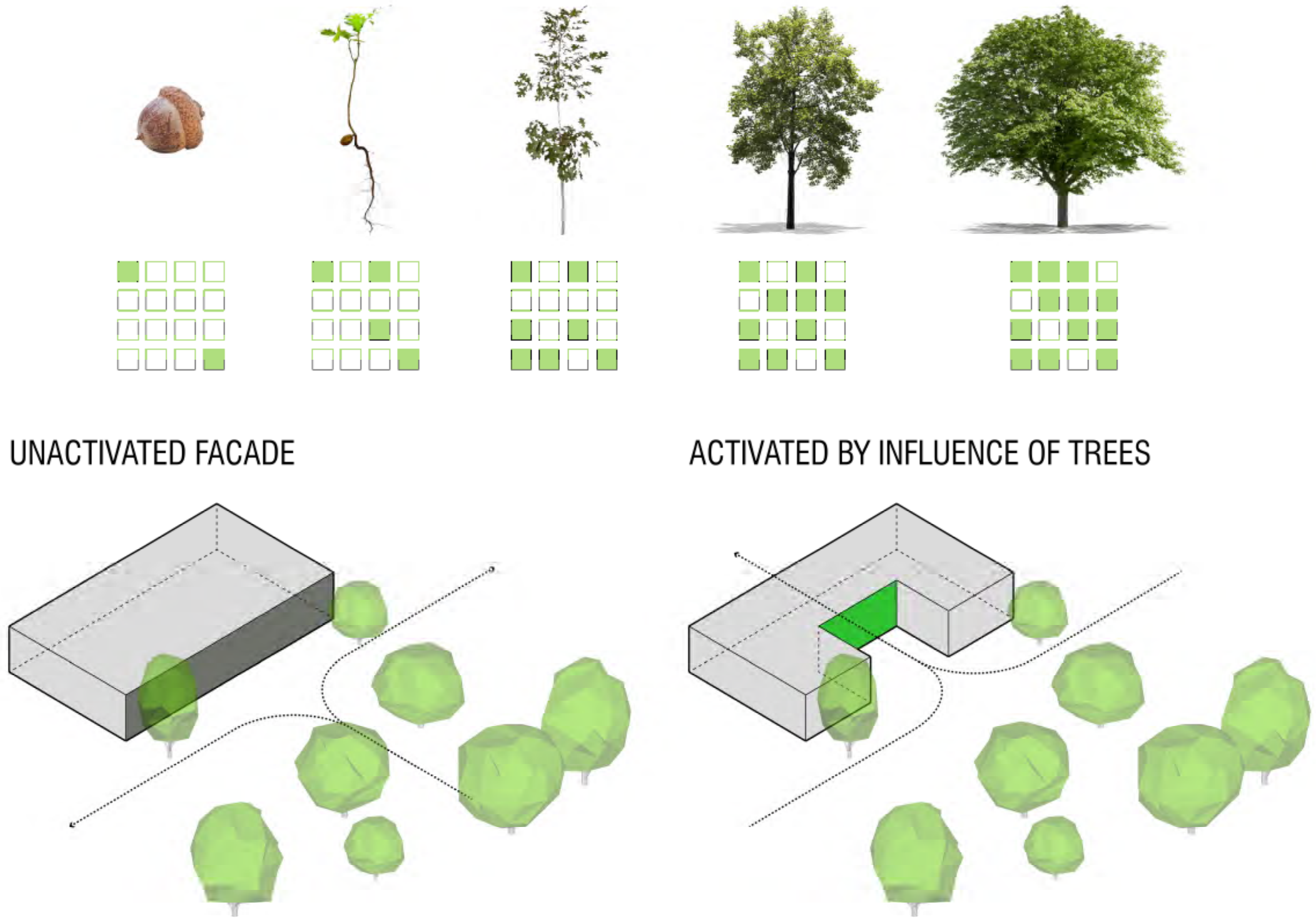
Respect the Environment
- -conservation
- -sustainability





Texture of the Forms

DESIGN CONCEPT
Courtyard



EXTERIOR RENDERINGS

CONCEPTUAL DESIGN
EXTERIOR RENDERING

Public Entry

CONCEPTUAL DESIGN
EXTERIOR RENDERING

Courtyard

CONCEPTUAL DESIGN

EXTERIOR RENDERING

Courtyard

CONCEPTUAL DESIGN
EXTERIOR RENDERING

Courtyard and Bridge - Building Expansion

CONCEPTUAL DESIGN

EXTERIOR RENDERING

Staff Entry

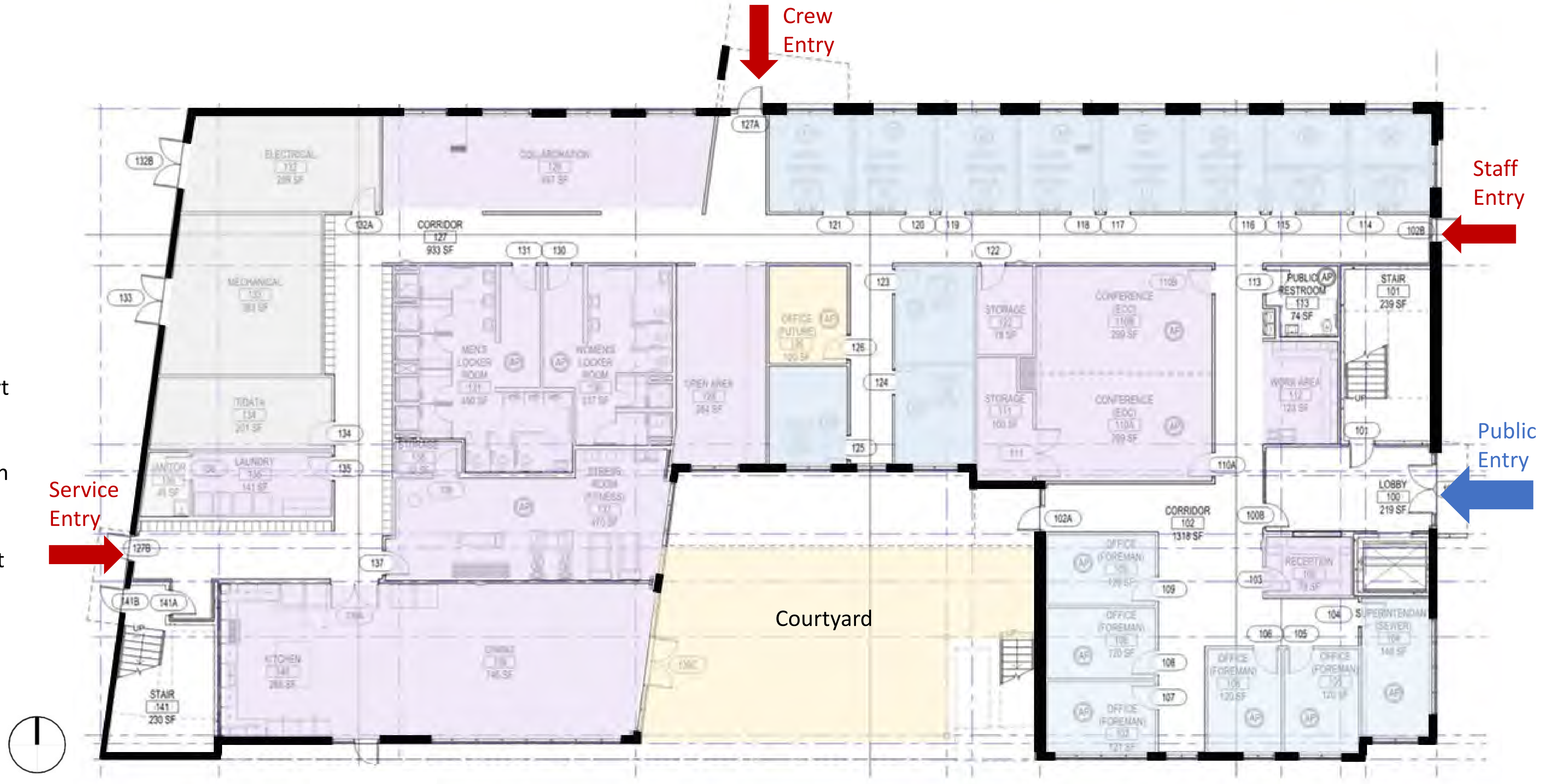
FLOOR PLANS

CONCEPTUAL DESIGN
FLOOR PLANS

Level 1

Legend

- Utilities
- Engineering
- Program Support
- Future/Expansion
- Building Support



CONCEPTUAL DESIGN
FLOOR PLANS

Level 2

Legend

- Utilities
- Engineering
- Program Support
- Future/Expansion
- Building Support