CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
DECEMBER 2, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Henry James, Thompson Street Tabernacle of Praise Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Super Star Students of the Month.
2. Art in Public Places-Certificate of Participation for Stark Elementary.
3. Employee Years of Service Awards.

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. Consideration re Approval of Engineering and Planning Services - DeLand Airport's Master Plan Update.

   Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide engineering and planning services for the Master Plan Update in the amount of $468,200.

3. Resolution Approving Sole Source Purchase of Airfield Safety Equipment from Allen Enterprises Inc.

   Staff recommends that the City Commission approve Allen Enterprises as a Sole Source vendor.

4. Consideration re Utility Service Agreement for DeLand Arcade Amusement Center.

   Staff recommends that the City Commission approve the Utility Service Agreement for DeLand Arcade Amusement Center.

5. Resolution Approving Sole Source Purchase for FIAlyzer-Flex (2) Flow Injection Analyzer.

   It is recommended that the City Commission approve the Sole Source Resolution and allow for the quoted purchase of the FIAlyzer-Flex (2) Two Channel flow Injection Analyzer at a cost of $68,180.

6. Consideration re Award of Bid, FY 23-24 Right of Way, ADA Improvements.

Staff recommends that the City Commission award the FY 23-24 Right of Way ADA Improvements project to Sanderson Concrete of New Smyrna Beach, FL for an amount not to exceed $108,783.00.

7. Consideration re Contract Approving Emergency Disaster Debris Collection, Reduction & Disposal Services Contract with Philips and Jordan.

   It is recommended that the City Commission approve the new contract for debris removal, reduction and disposal services with Phillips & Jordan which will allow the City to obtain services for disaster related debris removal under the terms and conditions of the contract that was provided. This contract will be effective for three (3) years with two (2) subsequent one (1) year renewals with City Commission Approval.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-45, Update Land Development Regulations Related to Off-Street Parking Reduction for Added Bicycle Parking.

   City-Initiated Land Development Regulations Text Amendment to Modify Section 33-91.03(l) Bicycle Parking – To Lower the Bicycle Parking Reduction Amount, Set Performance Standards for Bicycle Parking Reduction Requests, Clarify the Intent Statement, and Associated Minor Revisions

NEW BUSINESS

1. First Reading of Ordinance Amending the Trinity Gardens Planned Development, for 183.93 Acres of Property, Located at 791 South Blue Lake Avenue.

   This is a request for approval of the first amendment to the Trinity Gardens PD Agreement. This request includes updated verbiage that allows construction of model homes to begin sooner, while still upholding infrastructure standards and requirements.

2. Consideration re Approval of Real Estate Purchase and Sale Agreement for North Wellfield Property.

   Approval of contract for property purchase adjacent to north wellfield.

3. Consideration re Engagement Agreement Between Dinsmore & Shohl LLP and the City of DeLand, Florida for Retention of Outside Counsel for an Eminent Domain Matter.

   Retention of outside counsel specializing in emenint domain law.

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 MANAGER'S OFFICE
MEMORANDUM

TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: November 27, 2024

SUBJECT: City of DeLand Super Star Student of the Month – December

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For the December 2, 2024 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Aylin Valdez

Chisholm Community Center After School Program: Jessyca Phillips

Citrus Grove Elementary: Ansley Self

DeLand High School: Addison Linan

DeLand Middle School: Wyatt Cross

DeLand PAL: Kayin Hines

DeLand Police Cadet: Croix Sandoval

DeLand Preparatory Academy: Raymond Kulpa

Freedom Elementary: Lillian Gagnon

George Marks Elementary: Opal Adkins

Southwestern Middle School: Willow Duffy

St. Barnabas: Winnie Salvatico

St. Peter's Catholic School: Skara Driscoll

Starke Elementary: Shun'Darius Jones

Stetson Baptist: No submission

TOP Academy: No submission

Woodward Avenue: Ella Warm

CERTIFICATE
OF PARTICIPATION

PRESENTED TO

Genasis Brown

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Fabian Velez Vale

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE
OF PARTICIPATION

PRESENTED TO

Roberto Ramirez

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE
OF PARTICIPATION

PRESENTED TO

Rosaliah Fernandez

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Yulyanna Perez

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Ana Olvera

FROM EDITH I. STARKE ELEMENTARY SCHOOL
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Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE
OF PARTICIPATION

PRESENTED TO

Emiliano Rivera

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Giovanni Bello

FROM EDITH I. STARKE ELEMENTARY SCHOOL
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Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Alan Acevedo

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Andrea Carmona

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Anthony Morales

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE
OF PARTICIPATION

PRESENTED TO

Mia Santiago

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE
OF PARTICIPATION

PRESENTED TO

Javion Jones

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Alberto Vargas Gonzalez

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Isabella Cabrera

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

McKenna Golden

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CERTIFICATE

OF PARTICIPATION

PRESENTED TO

Ty'liyah Williams

FROM EDITH I. STARKE ELEMENTARY SCHOOL
PARTICIPATED IN THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

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

20 Years of Service
Jon Hollman, Fire Department

10 Years of Service
Ryan Booth, Building Department
Whitney Zittle, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, Exhibit A, Department Head Memo

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The proposed Resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same. Staff has indicated that the 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.

We have been advised that The Neighborhood Center of West Volusia, a non-profit organization, is looking for donations. We are recommending this equipment be donated to them.

Their contact information is:
The Neighborhood Center of West Volusia
The Bridge Shelter
434 S Woodland Blvd
DeLand, FL 32720
386-734-8120 ext 401

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 2024 –

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:

INFORMATION SERVICES- [SEE ATTACHED EXHIBIT A]

- The equipment in Exhibit A will be donated to the following nonprofit organization: The Neighborhood Center of West Volusia, 434 S Woodland Blvd. DeLand, FL 32720.

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

PASSED AND ADOPTED this 2nd day of December, 2024.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

Manufacturer	model	serial
Dell	Latitude E5450	bzy2r52
Dell	Latitude 5491	8g596s2
Dell	Latitude E5450	b203r52
Dell	Latitude 5501	68rv3z2
Dell	Latitude 5501	jbkt3z2
Dell	Latitude 5491	db596s2
Dell	Latitude 5591	jvbj6s2
Dell	Latitude E5450	jxy2r52
Dell	Latitude E6540	6gj5q12
Dell	Latitude E6540	8YGY082
Dell	Latitude 5501	dyxv3z2
Dell	Latitude E6540	c9l5q12
Dell	Latitude E6540	8k37q12
Dell	Latitude E6540	8YC0182
Dell	Latitude E6540	8Y9Z082
Dell	Latitude E6540	8Y8Y082
Dell	Latitude E6540	drf3r52
Dell	Latitude 5580	72q3qh2
Dell	Latitude E5450	1zz2r52
Dell	Latitude 5591	69c96s2
Dell	Latitude E5450	2mz2r52
Dell	Latitude E5450	7403r52
Dell	Latitude E6540	8YFY082
Dell	Latitude E6540	8YG0182
Dell	Latitude 5480	bbz09h2
Dell	Latitude E5450	5zy2r52
Dell	Latitude 5501	bwxv3z2
Dell	Latitude 5501	22jv3z2
Dell	Latitude 5501	d8w93z2
Dell	Latitude 5501	b2zt3z2
Dell	Latitude 5501	bbrv3z2
Dell	Latitude 5501	jhrv3z2
Dell	Latitude 5501	j9kt3z2
Dell	Latitude E5450	61z2r52
Dell	Latitude 5480	CSS09H2
Dell	Latitude E5450	3xy2r52
Dell	Latitude E5450	10z2r52
Dell	Latitude 5501	g5rv3z2
Dell	Latitude 5501	37rt3z2
Dell	Latitude 5501	JB34M13
Dell	Latitude 5501	f2jv3z2
Dell	Latitude 5501	h3rt3z2
Dell	Latitude 5501	2jrv3z2
Dell	Latitude 5501	17rv3z2
Dell	Latitude 5501	c9rv3z2
Dell	Latitude 5501	51jv3z2

Dell	Latitude 5501	30yv3z2
Dell	Latitude 5501	70yv3z2
Dell	Latitude 5501	26rv3z2
Dell	Latitude 5580	c2q3qh2
Dell	Latitude 5501	4brv3z2
Dell	Latitude 5501	6zyt3z2
Dell	Latitude 5501	77rv3z2
Dell	Latitude 5501	7bkt3z2
Dell	Latitude 5501	1skv3z2
Dell	Latitude 5501	c4rt3z2
Dell	Latitude 5501	cdrv3z2
Dell	Latitude 5501	1vyt3z2
Dell	Latitude 5501	18rv3z2
Dell	Latitude E5450	9wy2r52
Dell	Latitude 5491	9m596s2
Dell	Latitude 5501	8wxv3z2
Dell	Latitude 5501	hzxv3z2
Dell	Latitude 5501	20jv3z2
Dell	Latitude 5501	ft4v3z2
Dell	Latitude 5501	1qkv3z2
Dell	Latitude 5501	f1yv3z2
Dell	Latitude 5501	3drv3z2
Dell	Latitude 5501	66rv3z2
Dell	Latitude 5501	hdrv3z2
Dell	Latitude 5501	h16t3z2
Dell	Latitude 5501	d7jv3z2
Dell	Latitude 5501	j3nw3z2
Dell	Latitude 5501	b1yv3z2
Dell	Latitude 5501	bcrv3z2
Dell	Latitude 5501	88jv3z2
Dell	Latitude 5501	gzhv3z2
Dell	Latitude 5501	61yv3z2
Dell	Latitude 5501	25jv3z2
Dell	Latitude 5501	9skv3z2
Dell	Latitude 5501	9frv3z2
Dell	Latitude 5501	cbrv3z2
Dell	Latitude 5591	d97k6s2
Dell	Latitude 5591	5tbj6s2
Dell	Latitude 5501	b3jv3z2
Dell	Latitude 5501	73jv3z2

Information Services
Memorandum

November 25, 2024

TO: **Julie Hennessy, City Clerk**

FROM: **Alberto Cirelli, IT Director**

SUBJECT: **Surplus Equipment**

Please have the attached list of equipment declared surplus with disposal at the City Manager's discretion. The equipment has been upgraded in accordance with our IT equipment rotation program.

We have been advised that The Neighborhood Center of West Volusia, a non-profit organization, is looking for donations. We are recommending this equipment be donated to them.

Their contact information is:
The Neighborhood Center of West Volusia
The Bridge Shelter
434 S Woodland Blvd
DeLand, FL 32720
386-734-8120 ext 401

Thank you

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Consideration re Approval of Engineering and Planning Services - DeLand Airport's Master Plan Update.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coordinator

ATTACHMENTS: DED Master Plan Update Proposal signed

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The Airport Mater Plan Update (MPU) was last completed in 2014. FAA requires an updated Master Plan to be completed every 10 years. The Master Plan Update will be funded by both FAA and FDOT and will be completed by the City airport's consultant, Avcon.

The engineering and planning services by Avcon includes the following services:
-

1. Project Management and Administration
2. Public and Stakeholder Involvement
3. Inventory of Existing Conditions
4. Aviation Activity Forecasts
5. Demand/Capacity Analysis and Facility Requirements
6. Alternatives Development and Evaluation
7. Environmental Overview
8. Implementation Plan and Capital Improvement Program
9. Financial Analysis
10. Airport Layout Plan Update
11. Exhibit A – Airport Property Inventory Maps
12. Airport Recycling, Reuse, and Waste Reduction
13. Master Plan Documentation

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Federal Aviation Administration (FAA) has agreed to pay 90% ($431,380), The Florida Department of Transportation (FDOT) has agreed to pay 8% ($37,456) and Airport Enterprise fund will pay the remaining 2% ($9,364).

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide engineering and planning services for the Master Plan Update in the amount of $468,200.

BACKGROUND/DISCUSSION:

Completion of the Master Plan Update is scheduled to be completed in late 2025.

PROPOSED SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES
PLANNING PHASE SERVICES

AIRPORT MASTER PLAN UPDATE

DELAND MUNICIPAL AIRPORT
DELAND, FLORIDA
MAY 2024

This scope of services covers the Airport Master Plan Update project at DeLand Municipal Airport.

PROJECT DESCRIPTION:

AVCON, Inc. and their subconsultant team (the Consultant) was asked to prepare an Airport Master Plan Update (MPU), Airport Layout Plan (ALP), and Exhibit A update for DeLand Municipal-Sidney H. Taylor Field (DED or the Airport). This project involves preparation of a MPU for DED in accordance with the requirements of the Federal Aviation Administration (FAA) and the Florida Department of Transportation Aviation Office (FDOT), if applicable. The MPU proposed in this scope of work will address the Airport's needs over the next twenty-years.

The MPU will be conducted in accordance with FAA Advisory Circulars 150/5070-6B, Airport Master Plans; 150/5300-13B, Airport Design; the FDOT Guidebook for Airport Master Planning (2021-2022), and other associated FAA and FDOT guidance, as may be revised periodically. This update will entail a comprehensive analysis of existing Airport facilities and recently completed studies/analyses; it will thoroughly consider the impact(s) that new safety and security requirements may pose; and it will develop a sound and defensible aviation activity forecast, which will be used to determine existing facility capacities/capabilities and identify any deficiencies that the MPU may need to address to meet the Airport's needs for the 20-year planning horizon. The MPU will incorporate appropriate findings and pertinent information from existing/previous DED studies and data including, but not limited to, the previous master plans, ALP's, sustainability plans, and other documents.

Goals of the Master Plan Update

The following summarizes the goals of the MPU.

- Maximize existing facility use and propose expansion of needed facilities by phase.

- Maximize aeronautical and non-aeronautical land use to support local economic development.
- Verify airfield capacity needs are accommodated in light of updated aviation demand forecast and recent changes in airfield geometry and design standard guidelines.
- Maximize the feasibility of projects and the revenue potential for the Airport
- Update the ALP to conform to the latest design standards published in AC150/5300-13B and the recommended alternative layout resulting from this MPU.
- Update the Exhibit A – Airport Inventory Property Maps to reflect the ownership of all Airport parcels.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Development of Project Schedule

The Consultant will prepare a preliminary detailed schedule for the MPU using Microsoft Project for Airport review and comment immediately following the Notice to Proceed (NTP). Revisions will be made based on the Airport's comments. A second round of schedule reviews will include discussions with the FAA and FDOT. Following their comments, the schedule will be refined and submitted to the Airport for review and comment. Upon the Airport's review, a third and final schedule will be prepared and set as the baseline. During the project, the Consultant will monitor and maintain the schedule, and will issue adjustments as required.

1.2 Project Kickoff Meeting (1 meeting)

The Consultant will convene an initial kickoff meeting with Airport staff (participants to be coordinated shortly after NTP). The purpose of the meeting will be to provide a high-level review of the SOW, identify the general types of information needed, methods of data collection proposed, review of the project schedule, and identify next steps. The kick-off meeting will also provide an opportunity for Airport staff to identify specific issues of concern or challenges that may warrant consideration in the MPU. The kickoff meeting will be in-person and attended by up to three consultant team members. Meeting agenda, presentation, and minutes will be prepared by the Consultant.

1.3 Monthly Coordination Meetings (assume 16 meetings [16-month schedule])

The Consultant (led by either the project manager and/or deputy project manager) will conduct monthly status meetings with the Airport PM and other key staff involved in the project (as requested) to review the project status, schedule, budget performance, ongoing efforts, anticipated challenges or issues, or to discuss other project-related information. Meetings will be conducted virtually and may align with other project meetings and activities when applicable.

An agenda and minutes will be prepared to support each meeting. Periodically, meetings may be rescheduled to accommodate schedule conflicts; however,

every attempt will be made to establish a consistent time/day of the week for status meetings. Preferred days/times will be coordinated at the project kickoff meeting.

1.4 Project Progress Reports (assume 16 reports)

The Consultant will provide the Airport PM with monthly written progress reports on ongoing project tasks, project schedule, upcoming milestones, and budget as well as any identified issues that may affect delivery of the MPU. The monthly progress report will be synched with the monthly status coordination meetings.

The format of the monthly progress reports will be discussed and agreed upon at the project kickoff meeting. Monthly progress reports will accompany the monthly invoice.

1.5 Project Administration

The Consultant will maintain the project record, prepare task authorizations, prepare invoices and supporting status reports, and related activities as part of the project administration. The preferred format of monthly invoice billing will be coordinated at the project kickoff meeting.

Summary of Task 1 Deliverables

- Master Plan Scope of Work
- Master Plan Budget
- Master Plan Work Schedule
- Monthly Progress Reports
- Meeting agendas, minutes, attendance lists, and supporting materials

TASK 2: PUBLIC AND STAKEHOLDER INVOLVEMENT

Public and stakeholder involvement ensures that the MPU includes the input of stakeholders, the public, relevant interested parties, and helps to build support for the recommendations. The public and stakeholder involvement will consist of committee meetings, workshops, various briefings, and the development of printed and online materials.

2.1 Technical Advisory Committee (TAC) Meetings (3 meetings)

The Technical Advisory Committee (TAC) will be defined to provide input and feedback on the technical aspects of the master planning analyses. TAC members will typically have a high level of technical competence associated with various aspects of aviation or airport operations and will typically be a significant stakeholder in the operation of DED. A committee of no more than 15 to 20 members is anticipated (including Airport staff). It is anticipated that TAC membership will include Airport staff from various divisions, representatives of the FAA (regional and/or ADO), as needed, FDOT District 5, local metropolitan planning organizations (MPOs), major tenants/operators/key airport users, and the general aviation (GA) community/Fixed Base Operators (FBOs), etc.

The Consultant will work with the Airport PM to identify those to be included on the TAC. A total of up to three (3) in-person meetings of the TAC will be held over the course of the project. These meetings will be scheduled to coincide with planning milestones and/or critical decision points in the planning process, as appropriate. Potential meeting milestones include the following:

- Following the development of the draft forecast (but before submittal to the FAA/FDOT) to serve as an introduction/study kick-off and present the draft forecasts and assumptions
- Following the selection of an initial preferred alternative
- Following the development of the draft master plan report to present conclusions, recommendations and serve as wrap-up meeting

The Consultant is responsible for preparing necessary agendas, graphics, sign-in sheets, and handouts and will have up to three (3) staff at each of the TAC meetings. Presentation materials will be provided to the Airport PM for review one week prior to the scheduled meetings. The Consultant will coordinate with the Airport PM to secure an appropriate location for each meeting. The Consultant will prepare a written summary document for each of the meetings. It is anticipated that the meetings will occur at the Airport or a public location close to the Airport.

2.2 Citizens Advisory Committee (CAC) Meetings (3 meetings)

The Citizens Advisory Committee (CAC) will provide insight and guidance from the community's perspective, including reaction, sensitivity, and desires for the Airport as related to the overall community. The primary function of the CAC is to provide policy guidance to the study process and report to their constituents the course and progress of the master plan process. The CAC should be comprised of policy and administrative representatives of local/regional organizations, key community leaders, and as needed local residential groups. In addition to Airport staff, it is recommended the CAC include approximately 8 to 10 members. The Consultant will coordinate with the Airport PM to identify the groups to be included on the CAC.

The Airport PM will chair each meeting and be responsible for establishing meeting dates, scheduling the meetings, notifications, and approving meeting agendas with support from the Consultant. The Consultant will prepare the necessary materials for the meetings (including meeting notes/minutes) and be present to discuss agenda items. Information from these meetings will be analyzed and evaluated for possible inclusion into the final Master Plan Update Report. It is anticipated that the CAC meetings will occur following the TAC meetings and will be scheduled adjacent to each other so that each of the three meetings can occur with one trip.

2.3 Public Information Workshops (2 workshops)

To engage, inform, and solicit input from the public, up to two (2) formal opportunities for public involvement are planned. The Consultant recommends

the first workshop take place following the selection of the initial preferred alternative (and sometime after the TAC/CAC meetings to consider feedback) and the second to present the final draft master plan.

The public workshops will be conducted in an open house format where interested persons can view various graphics, engage master plan team members, and ask questions in a casual environment at various workstations. The public workshops will include an opportunity for written public comment. The workshops will be conducted at a location that can accommodate both late afternoon and evening hours (the final schedule will be coordinated with the Airport PM but may include split sessions such as 1:00 to 3:00 p.m. and 6:00 to 8:00 p.m.).

The Consultant is responsible for preparing necessary graphics, boards, sign-in sheets, and handouts and will have up to four (4) staff available for each workshop. The Consultant is also responsible for advertising and placing appropriate notices to inform the public of the workshops, as well as securing an appropriate location in which to conduct the workshops. All public notices will be coordinated and reviewed with the Airport PM prior to distribution by the Consultant.

2.4 Webpage Coordination (15)

The Consultant will provide content to the Airport's web administrator (who will be responsible for posting and maintaining the information on the Airport's web site), including at key milestones throughout the MPU. Potential webpage update milestones will generally occur after each main task chapter report is completed and after each TAC/CAC and public workshop meetings (15 updates in total):

- TAC/CAC meeting minutes (3)
- Public information workshops (2)
- Tasks 3 through 11 (9)
- Final report/executive summary (1)

The files will be delivered to the web administrator via FTP site, email, or via regular mail. The files will be delivered in one of the following formats: jpg., .pdf, .doc, or PowerPoint.

Summary of Task 2 Deliverables

- Meeting agendas, minutes, attendance lists, and supporting materials for each TAC/CAC and public workshop
- Presentation materials for each TAC/CAC
- Boards for the public workshop
- Webpage update files, reports, and graphics
- The public workshops will not include a formal presentation

TASK 3: INVENTORY OF EXISTING CONDITIONS

This task includes a thorough review of the existing conditions at the Airport. It involves the collection and compilation of the necessary data to support the quantitative and qualitative analyses to be conducted in the MPU.

3.1 Review of Existing Documents

Previous planning, environmental, and other studies and materials will be gathered and reviewed. Federal and state aviation plans, as well as local reports and studies pertaining to the Airport's planning and development will also be investigated. These studies will provide essential background and reference information to enhance the understanding of airport activities and facilities, as well as provide insight into relevant planning issues. The Consultant will develop a data collection request for information following the project NTP. Where available, files are requested in their native format (excel, word, AutoCAD, etc.) in lieu of digital (pdf) files, or both formats.

3.2 Inventory Site Visits

The Consultant will visit with Airport tenants to inventory their facilities and visually inspect Airport facilities and infrastructure. The Consultant will prepare surveys specific to each type of tenant to ensure consistent data collection. Each site visit will be conducted by a two-person team. It is anticipated that site visits will take approximately two days.

3.3 Airport User and Tenant Surveys

An electronic survey will be prepared for distribution to Airport tenants as a means of gathering high level operational, functionality, and physical information on the facilities currently occupied at the Airport and the activities conducted at those facilities. It will also serve to notify tenants of the ongoing master planning process.

The Consultant will prepare a draft survey for review and approval by the Airport PM. This concise survey will request quantitative and qualitative data to inform the inventory effort, the development of facility requirements, and ultimately, the development of alternatives. A summary of responses will ultimately be incorporated into the inventory chapter report.

In general, a list of tenants, including electronic contact information, will be provided by the Airport. The survey will be administered in an electronic format (e.g., SurveyMonkey or other) for a specific period (approximately 30 days, to be confirmed during survey preparation). Up to two electronic invitations/ outreaches to tenants will be made to encourage responses.

3.4 Airport Background and History

A concise history the Airport's origin and evolution, aeronautical role, regional setting, surrounding land uses, environmental setting, and its place in the community's public infrastructure will be documented. Airport development including major airport developments and milestones as well as related information will be summarized.

Demographic data concerning population, income levels, unemployment, and other socioeconomic factors related to aviation activity will be identified and collected. These data elements provide a source of input for the forecasts of aviation demand element of the master plan report.

3.5 Historical Aviation Activity Statistics

Aviation activity statistics will be collected and summarized to support subsequent forecasting and planning activities. This information will include, but may not be limited to:

- Historical annual charter airline operations (if applicable)
- Historical GA and Military aircraft operations (local and itinerant)
- Based aircraft data by type and usage (business, charter, recreational) and based aircraft fleet
    - During this task, all existing Airport based aircraft will be entered/submitted/updated in the www.basedaircraft.com website
- Historical itinerant and local GA activity

Data sources will include but not be limited to:

- FAA's Air Traffic Statistics
- Form 5010
- Terminal Area Forecasts
- Airport monthly and annual activity summaries
- U.S. DOT databases
- Aircraft fleet reports (current and future profiles)
- Interviews with representatives from the Airport, the FBOs, and specific tenants (with concurrence by the Airport PM).

3.6 Historical Airport Financial Data

The Consultant shall identify and compile Airport financial data relating to current sources of revenue by source and include any restrictions relating to the use of the funds. Available audit and budget information will be gathered covering a five-year period. Rates and charges to Airport users and tenants and lease provisions will be collected as pertinent to master plan analyses.

The Airport's capital budgets including funding sources will be obtained for the current and the past five years to establish the level and type of expenditures typical for the Airport. Actual financial results will be requested to ascertain the

level of expenses, debt service, revenues, etc. incurred by the Airport for physical improvements, personnel expenses, equipment expenses, operation and maintenance costs, supplies, debt service, etc. Revenues and expenses will be analyzed (the past 5 years). This information will provide the basis for the financial feasibility analysis.

3.7 Airfield Facilities

The Consultant shall inventory existing airfield facilities through an on-site visual inspection (see inventory site visit task), investigate prior studies, conduct discussions with appropriate FAA and Airport staff, and review federal and local airport data records, aerial photography, photographs, and record drawings provided by the Airport. Information relating to airfield physical facilities, design characteristics, compliance with design standards, operational use, and pavement condition will be obtained, organized, and documented for use on this and subsequent tasks. A cursory review of past studies (including past pavement management system reports) will be conducted to supplement the on-site visual inspections.

The following airfield features will be inventoried:

- Runways, taxiways, and hold pads including geometric, physical and functional characteristics, current pavement assessment/condition of pavements, operational limitations, and usage patterns
- Identification and description of apron areas
- NAVAIDS, communications aids, airfield lighting, and instrumentation
- Airport-owned NAVAIDS will be documented
- FAA-owned NAVAIDS will be documented
- Lighting, airfield marking and signage
- Airfield safety areas
- Airfield security fencing and gates
- Perimeter service roadways
- Aircraft operational data including simultaneous operations, runway exit usage, other relevant material

3.8 Airspace and ATC Procedures

The Consultant shall review information on procedural aspects of the regional airspace, the location and utilization of the various flight tracks, approach fixes, and arrival and departure gates serving the region, and prepare a summary of that information.

- Specific elements to be inventoried include the following:
- Airfield Operating Practices
- Current noise mitigation procedures
- Runway Use Configurations
- Airfield Circulation Patterns
- Existing approach and departure procedure information

3.9 Meteorological Data Collection and Analysis

The Consultant shall assemble and analyze 10 years of historical wind and weather data for DED. Ceiling, visibility, wind speed, and direction will be analyzed to develop a wind rose, assess existing wind coverage, and determine the percentage of observations in visual and instrument meteorological conditions. The weather data will be used to develop the wind roses for VFR, IFR and All-Weather conditions. National Climactic Data Center (NCDC) 10-year historical data will be accessed through open-source, publicly available data.

3.10 Review of Roadway Access and Landside Facilities

The Consultant will review all existing access points to the Airport, including circulation, and parking. The assessment of existing landside facilities, including on-Airport roadways, terminal curb, on-Airport rental car facilities, public and employee parking, and vehicle staging areas (taxis, limousines, transportation network companies [TNCs], if applicable), will be limited to the review and validation of existing conditions based on prior and/or ongoing studies, projects under design or construction, and prior data collection efforts.

The Consultant will include a review of regional (off-Airport) transportation systems using existing data from readily available data sources. Regional access to the Airport will be documented to consider the existing origin points, interconnectivity of the interstate highway systems, proximity of the existing and planned railroads for passenger services, bus routes, and other access routes to the Airport.

Finally, existing parking capacity by facility type will be reviewed and documented. This will be helpful in understanding future parking requirements.

3.11 General Aviation Facilities

Structures devoted for the use of GA, including fixed base and corporate operators will be identified and evaluated as to their size, use (terminal, maintenance hangar, storage hangar, office, etc.), age and/or condition, and tenant lease lot uses. Also included in the inventory will be a description of the services provided by the FBO. GA facilities including apron areas, number of tiedowns, and hangars by type (conventional and T-hangar) will be identified and quantified by area or other appropriate measure. Age or condition of the facility will be identified, as will the utilization and location of the facility on the Airport.

3.12 Support Facilities

Support facilities encompass a broad set of functions that ensure the safe and efficient operation of the Airport. A general assessment of the age, condition, size, and function of the listed facilities will be documented based on information provided by Airport staff as needed. This will not include analysis of the interior, mechanicals, or utility support. An example of potential support facilities include:

- Aircraft Rescue and Fire Fighting facility (ARFF), if applicable
- Electrical vault
- Airport administration areas
- Airport maintenance facilities
- Aircraft fuel storage

3.13 Other Airport Facilities

Other non-aeronautical uses of the Airport such as publicly accessed dog parks, walking paths, community gardens, aircraft observation parking areas, and similar areas will be inventoried. Information will be obtained from existing drawings, aerials photographs, mapping, lease agreements, interviews of Airport staff and other readily available, pertinent documentation. This will include a general summary of the size, extent, and location of these areas in relationship to the overall boundaries of the Airport property.

3.14 Review of Existing Airport Utilities

Locations of main on-Airport service lines will be identified using existing data. Data on support systems such as sewerage lift stations and pump houses will also be assembled. The primary source of this data will be Airport records, pulling largely from existing as-built record drawings and data provided by the Airport. No physical verification of utility lines will be undertaken.

3.15 Environmental Conditions

This task is intended to inventory environmentally sensitive features of the Airport and its environs to use as a baseline and to inform the development, analysis, and refinement of alternatives. The inventory will consider readily available information from local, state, and federal resource agency online databases and environmental related data, which was developed as part of previous studies for the Airport. The inventory will include consideration of the categories identified in FAA's Order 5050.B US DOT Federal Aviation Administration (FAA) National Environmental Policy Act (NEPA) Implementing Instructions for Airport Action and 1050.1F Environmental Impacts: Policies and Procedures 5050.4B.

The Airport will provide recent environmental documents prepared for the Airport, including NEPA documents and field investigations related to the above categories, such as hazardous materials investigations, wetland delineation, and cultural resource reports. The Airport will provide relevant existing data related to water resources, including existing plans, stormwater drainage maps, including areas of existing and future identified stormwater management and existing permits.

3.16 On- and Off-Airport Land Use and Zoning

The regional setting of the Airport and the land uses around it will be examined. Information on political boundaries of the Airport and those neighboring cities

and communities shall be collected. A concise summary of other airports within the region will be developed, along with the various roles of these airports in relationship to that of DED.

3.17 Draft Inventory Chapter Report

An inventory chapter report will be prepared that summarizes all the information and analyses of this task. It is anticipated that once the draft report is prepared and has completed an internal quality control check, it will be shared with the Airport PM for one round of reviews. Following incorporation of Airport staff comments, the Final Draft chapter report will be incorporated into the final draft master plan document near the end of the project.

Summary of Task 3 Deliverables

- Inventory data request
- Summary of inventory site visit minutes
- Draft user and tenant survey
- Summary of user and tenant surveys
- Draft inventory chapter report

Summary of Task 3 Exclusions

- Review of existing facilities does not include analysis of the interior, mechanicals, or utility support areas
- Review of existing Airport utilities is only an examination of the existing utilities present and general location; no physical verification or sensing technologies will be undertaken to locate utility lines
- Vehicular traffic counts and volume will not be researched or surveyed

TASK 4: AVIATION ACTIVITY FORECASTS

The Consultant will develop forecasts of aviation activity, which will serve as input to various components of the MPU. Forecasts of aggregate measures of aviation activity shall be developed on an annual basis (for the most recent year for which a full year of historical data will be available) for a 20-year planning horizon.

4.1 Previous Projections of Aviation Activity

The Consultant will evaluate recent historical demand and activity patterns and review the latest aviation activity forecast to understand the existing needs as well as those for the 20-year planning period. Sources consulted will include the latest DED Master Plan Study, the FAA Aerospace Forecast, the latest FAA Terminal Area Forecast (TAF) and any applicable FDOT forecasts. Additional consideration will be given to other forecasts prepared for previous studies at DED.

4.2 Review of Factors Affecting Aviation Activity

The Consultant will prepare an overview and discussion of trends and changes occurring at the local, regional, and national levels that have the potential to influence aviation activity levels or trends at the Airport. This information will be used as an input in the development of aviation activity forecasts. Key elements in addressing future activity levels at the Airport include historical and forecast socioeconomic data related to aviation demand in the Study Area (to be defined in coordination with the Airport but could be up to a 30-minute or 60-minute drive time from the Airport, among other factors) and United States as well as the cost of fuel and the unpredictability of events such as the COVID-19 global pandemic or terrorist threats.

4.3 Forecasts of Aviation Activity

The Consultant will develop aviation activity forecasts based on socioeconomic projections, past trends, and previous federal, state, and local forecasts. The forecasts will be prepared for the 20-year planning period in five-year increments. Assuming a base year of 2023, this would include projections for 2028, 2033, 2038, and 2043. The following projections will be determined:

- Passenger activity, if applicable
- Annual aircraft operations
    - With split of itinerant and local operations
    - Summary of instrument operations
    - Operational fleet mix
- Forecast of based aircraft numbers
- Forecast of based aircraft fleet mix

4.4 Critical Aircraft Analysis

Using information previously gathered, an existing and future critical aircraft will be determined. The critical aircraft represents either a single aircraft or a grouping of aircraft with similar characteristics that equals or exceeds 500 annual operations (excluding touch and go operations). This information will be used to determine existing and future airfield facility requirements.

4.5 Peak Activity Metrics

Operational peaking characteristics will be prepared that relates the existing projected annual activity levels to a Peak Month, an Average Day, and a Peak Hour (PMADPH). These peaks are key elements in determining the sizing of airside and landside facilities.

4.6 Comparison to the FAA Terminal Area Forecast

Finally, a comparison will be prepared of the DED Master Plan Update forecast prepared under this SOW to the latest TAF. The FAA requires forecasts to be within 10 percent of the TAF in near-term projections and within 15 percent of long-term projections. In the event the forecast for this study deviates more than

those benchmarks, additional analysis and backup documentation will be required.

4.7 Draft Forecast Chapter Report

A forecast chapter report will be prepared that summarizes all the information and analyses of this task. In addition to the reports, a transmittal letter will be prepared that includes a table summarizing the activity forecasts in the FAA recommended format. It is anticipated that once the draft report is prepared and has completed an internal quality control check, it will be shared with the Airport PM for one round of reviews.

Following incorporation of Airport staff comments and their concurrence with the forecasts (and consideration of TAC/CAC comments), the Final Draft chapter report and transmittal letter (with formatted summary) will be sent to the FAA/FDOT for review, comment, and ultimate approval.

Please note that regulatory review of the forecasts can take anywhere from 30 to 90 days and lengthy delays will impact the project schedule.

Summary of Task 4 Deliverables

- Draft forecast chapter report with transmittal letter and FAA summary for Airport review
- Final draft forecast chapter report with transmittal letter and FAA summary for FAA review

TASK 5: DEMAND/CAPACITY ANALYSIS AND FACILITY REQUIREMENTS

This task will project airside, landside, GA, and support facility requirements for DED and related “trigger points” to initiate development to accommodate the forecast of activity over the planning horizons, as well as defining the ultimate build-out of the Airport, beyond the planning horizon. Unless otherwise noted, facility requirements will be prepared for the base year and the 5-, 10-, and 20-year planning horizons. Note that due to the facility requirements heavily relying on the forecasts of aviation demand, this task cannot proceed until the forecasts are approved.

5.1 Airfield and Airspace Facilities

The Consultant will analyze the capacity of the airside system based on the updated aviation activity forecasts and identify physical, technology-based, or operational improvements and refinements to the existing airfield to meet future demand at an acceptable level of performance. Improvements to existing runways, taxiways, hold pads, aircraft apron areas, navigational aids, and airspace procedures will be considered in this task using qualitative best practices.

This task will determine if, or when, enhancements to airfield capacity will be

required at DED to either satisfy forecast future demand or to maximize the Airport's potential and/or minimize off-Airport impacts. The airfield components to be analyzed include:

- Airfield capacity (including Annual Service Volume [ASV] and hourly capacities)
- Runway length requirements analysis
- Airfield geometry
- Taxiway network
- Instrument approach capability
- Navigational aids
- Airport-wide compliance to 150/5300-13B design standards
- Airfield lighting, signage, and pavement markings

5.2 General Aviation Facilities

Using the results of previous tasks and accepted planning criteria, GA facility requirements necessary to meet both current and projected levels of demand for each of the planning horizons will be identified. GA facility requirements to be identified include:

- FBO facilities (including terminal)
- Non-scheduled passenger operator facilities
- Other GA facilities or non-aviation related users of the GA apron area
- GA hangars and apron areas
- GA fuel facilities
- GA user vehicle parking areas and access control
- GA facility landside and airside access
- Other GA supporting facilities (tenant storage, maintenance, etc.)

5.3 Support Facilities

Using information provided by existing studies and aviation planning criteria established under preceding tasks, a set of facility requirements addressing the Airport facilities necessary to support the airfield, GA areas, and their related activity will be provided. Requirements for facilities, such as aircraft fueling, large aircraft maintenance, City of DeLand Fire Department, and airport maintenance and equipment will be developed under this task.

5.4 Roadway Access and Landside Facilities

Roadway and landside facility requirements will be limited to developing and ensuring adequate access and parking for the planning horizons. Spreadsheet-based mathematical modeling will be used to identify existing facility demands and future requirements for public, tenant, and employee automobile parking lots as well as taxi, TNC, and rideshare lots and rental car facilities, if applicable.

5.5 Draft Demand/Capacity and Facility Requirements Chapter Report

A demand/capacity and facility requirements chapter report will be prepared that summarizes all the information and analyses of this task. It is anticipated that once the draft report is prepared and has been reviewed internally in a quality control check, it will be shared with the Airport PM for one round of reviews. Following incorporation of Airport staff comments, the Final Draft chapter report will be incorporated into the final draft master plan document near the end of the project.

Summary of Task 5 Deliverables

- Draft demand/capacity and facility requirements chapter report

Summary of Task 5 Exclusions

- Demand/capacity analyses do not include computer simulation
- Roadway analysis task does not include a capacity assessment nor a determination of the level of service on a link-by-link basis

TASK 6: ALTERNATIVES DEVELOPMENT AND EVALUATION

The alternatives task will aim to incorporate future facility requirements into potential master plan development concepts for initial screening and identification. Following the screening of preliminary alternatives, the initial preferred alternative will be prepared and evaluated. Following that evaluation, the initial preferred alternative will be refined to the final preferred alternative.

6.1 Initial Identification of Preliminary Alternatives

The Consultant will define concepts for the future, long-term (20-year) development of various functional areas of the Airport based on the individual facility requirements and any other considerations (such as the reconciliation of any modifications to standards [MOS]). Numerous concepts will be developed for each functional area, they include:

- Airfield concepts
- GA and facility concepts (FBO/terminal, box hangar, t-hangar, automobile parking, apron tiedown, taxilane, and fueling)
- Support Facilities (maintenance, ARFF [if applicable], etc.)
- Landside concepts (additional roadway access, rideshare lots, etc.)

These concepts will be screened internally by the Consultant, yielding a subset of up to four (4) concepts for each functional area. In all, this would amount to up to 16 preliminary alternatives. Consideration will be given to identifying alternatives on the east and north sides of the Airport including access and potential environmental concerns under the guidance of the Airport.

6.2 Screening and Evaluation of Preliminary Alternatives

The Consultant will define high-level criteria for the screening of various functional area development concepts. In addition to meeting projected needs, screening criteria will be developed considering environmental inventory/review, general financial practicability, flexibility to accommodate change (especially regarding the selected forecast scenarios), and the master plan goals. The screening will specifically focus on identifying “fatal flaws” of any of the concepts, recognized to be those deficiencies that could prevent the concept from performing as needed, could impair the financial feasibility of the concept, or other considerations. As part of this task, the Consultant will develop and coordinate the screening criteria with Airport staff for concurrence prior to use.

Up to two virtual workshops will be convened to engage Airport representatives in the exploration of concepts for meeting future demand. These workshops will include Consultant team staff as well as Airport representatives. The goal of the workshops is to identify the components for up to three (3) fully integrated development concepts recommended for further evaluation to support the selection of a preferred alternative.

6.3 Selection of an Initial Preferred Alternative

Using evaluation criteria that have been coordinated with Airport representatives, a final evaluation of the (up to) three shortlisted alternatives will be made by the Consultant with the goal of preparing the initial preferred development alternative that best meets the long-term needs, goals and vision of the Airport. The Consultant shall develop materials that facilitate comparisons between the three refined alternatives and present these materials to the Airport (and potentially the FAA/FDOT) for review in one final virtual workshop with the goal of selecting components to develop a final alternative. This includes high-level overall cost estimates for each shortlisted alternative).

6.4 Refinement of the Preferred Alternative

Following the initial preferred alternative workshop with Airport (and potentially the FAA/FDOT) staff, the Consultant shall make final refinements to develop the Preferred Alternative to incorporate Airport, FAA/FDOT, TAC, CAC, and public input. The Consultant will distribute the refined Preferred Master Plan Alternative to the Airport for acceptance of the recommendation.

6.5 Draft Alternatives Chapter Report

A draft alternatives chapter report will be prepared that summarizes all the information and analyses of this task. It is anticipated that once the draft report is prepared and has been reviewed in an internal quality control check, it will be shared with the Airport PM for one round of reviews. Following incorporation of Airport staff comments, the Final Draft chapter report will be incorporated into the final draft master plan document near the end of the project.

Summary of Task 6 Deliverables

- Up to four (4) preliminary concepts for each of the four (4) functional area with initial screening criteria for up to sixteen (16) preliminary concepts
- Up to three (3) fully integrated initial preferred alternatives
- The final preferred alternative
- Meeting agendas, minutes, attendance lists, and supporting materials for each of the three (3) workshops
- Draft alternatives chapter report

Summary of Task 6 Exclusions

- No modeling or simulation will be provided as part of this task
- ROM cost estimates for the three initial preferred alternatives and the one refined preferred alternative do not include detail and represent a general overall cost for the alternative (ROM cost estimates will be provided in Task 8)

TASK 7: ENVIRONMENTAL OVERVIEW

The Environmental Overview provides information beyond that included in the environmental inventory and analysis for select environmental categories, which are more frequently affected by airport development. This overview is not intended as a substitute for a National Environmental Policy Act (NEPA) document, although it can help inform of the likely NEPA documentation that may ultimately be required at the time of project implementation. For master planning, it is not necessary to carry out substantial investigations such as cultural resource studies or wetland delineations.

7.1 Environmental Overview of the Preferred Alternative

Per the guidance provided in the FAA Advisory Circular 150/5070-6B Change 1, Paragraph 905,2 the selection of an airport sponsor's preferred alternative will usually be based on a combination of efforts that includes the environmental evaluation that is part of the alternative evaluation criteria. The principal objective of this task is to gather information and data on the potential environmental impacts identified with the preferred alternative.

The focus of this task will be on the identification of any known wetland areas, identified hazardous materials or contaminated sites, determination from existing data sources of any endangered or threatened species in the Airport vicinity, and archeological or historic resources.

7.2 Develop Environmental Strategy

The evaluation of potential environmental issues will identify, as best possible, if the elements of the preferred alternative would require environmental processing as independent actions or dependent actions and what level of NEPA analysis would be needed (a Categorical Exclusion, Environmental

Assessment, or Environmental Impact Statement).

7.3 Draft Environmental Overview Chapter Report

A draft environmental overview chapter report will be prepared that summarizes all the information and analyses of this task. It is anticipated that once the draft report is prepared and has completed an internal quality control check, it will be shared with the Airport PM for one round of reviews. Following incorporation of Airport staff comments, the Final Draft chapter report will be incorporated into the final draft master plan document near the end of the project.

Summary of Task 7 Deliverables

- Draft environmental overview chapter report

Summary of Task 7 Exclusions

- The scope does not include completion of any environmental documentation (e.g., categorical exclusion, environmental assessment) to support development of any elements of the airport development plan

TASK 8: IMPLEMENTATION PLAN AND CAPITAL IMPROVEMENT PROGRAM

The implementation plan will consist of the implementation schedule and the capital improvement program (CIP). The recommended development plan will be subdivided into distinct projects for which estimates of probable costs at a master plan (or rough order of magnitude [ROM]) level will be prepared and funding sources identified. The CIP will be coordinated with Airport staff and the existing CIP to include both currently programmed and master plan-related capital improvements for the Airport.

The development schedule will be based on the improvements needed to satisfy demand at each of the 5-, 10-, and 20-year time frames, which will be assumed to occur as determined in the forecasting task. Individual development projects will be phased to allow improvements to be designed, constructed, and operational to meet demand. Development of the phasing plan will be an iterative process with the financial analysis to ensure that the CIP is both implementable and economically feasible.

8.1 Identify Project Sequencing

The Consultant will prepare the anticipated sequence for development based on the improvements needed to satisfy demand at the various demand levels (5-year, 10-year, and 20-year horizons), funding considerations, Airport objectives, and prerequisite project requirements where necessary. The project sequencing will be determined for the short- (0-5 years), intermediate- (6-10 years), and long-term (11-20 years) planning periods. The requirements for the short-term

will be determined on a year-by-year basis. These estimates will provide sufficient detail to develop a reasonable capital funding plan for the Airport.
The development schedule will include a Gantt chart showing the timing of each project and color drawings illustrating recommended phasing for project implementation to satisfy the needs of short-, intermediate-, long-term forecast aviation demands as well as any beyond the 20-year timeframe. The draft implementation schedule will be shared with Airport staff for comment prior to finalizing and preparing the CIP.

8.2 Define Individual Development Projects

Based on the project sequencing and development schedule, the Consultant will define the list of individual projects and coordinate with Airport staff. This task will include the identification of the recommended short-, intermediate- and long-range capital improvement projects to comprise the CIP list.
The short-term (5-year) plan will make up the 5-year CIP. The intermediate term (10-year), long-term (20-year) and beyond 20-year improvements will be described and incorporated into a long-term development plan, which, with the short-term CIP, will make up the basis for the financial plan.

8.3 Develop Rough Order of Magnitude Cost Estimates

Using labor and materials price data from recent Airport construction projects, supplemented by current industry data, the Consultant will estimate costs for each project in the CIP, which will include design, engineering, administrative, land acquisition, and construction costs. These will be prepared on a conceptual, budgetary level.

8.4 Prepare Project Summaries and Exhibits

The Consultant will prepare and provide graphic exhibits for applicable capital improvement projects to clarify limits of construction and other assumptions related to the estimated project budgets. In addition, summary sheets will be developed for each project that identify typical CIP entry fields to facilitate future programming of each project in the CIP for the Airport.

8.5 Draft Implementation Plan and CIP Chapter Report

A draft implementation plan and CIP chapter report will be prepared that summarizes all the information and analyses of this task. It is anticipated that once the draft report is prepared and has been reviewed in an internal quality control check, it will be shared with the Airport PM for one round of reviews. Following incorporation of Airport staff comments, the Final Draft chapter report will be incorporated into the final draft master plan document near the end of the project.

Summary of Task 8 Deliverables

- Draft project sequencing

- Draft project implementation schedule
- Draft CIP
- Draft implementation plan/CIP chapter report

Summary of Task 8 Exclusions

- Detailed cost estimates beyond rough order of magnitude
- Programming diagrams or conceptual design drawings or specifications

TASK 9: FINANCIAL ANALYSIS

The purpose of this task is to identify the funding sources available to support the planned CIP for DED and to determine the financial feasibility of the Airport in implementing the proposed CIP in a financially feasible manner that is affordable to all parties.

9.1 Financial Feasibility Analysis

The recommended airport financial plan will be prepared under this task. This effort will take into consideration typical participation levels from federal and state grant-in-aid programs to determine the net amount of capital funds required by the Airport to accomplish each proposed stage of improvement for the Airport. Alternative financing strategies that may be available for implementing the proposed development program will also be analyzed. The sources of airport funds as to their financial implications, their use to finance proposed airport development projects, and airport operations and maintenance needs will also be explored. The financial plan will be broken into a five-year initial phase (which will be delineated on an annual basis and based on the CIP), an intermediate five-year term, and a long-term of ten years, to complete the 20-year planning program.

Available sources of Airport revenue and expenditures will be obtained to provide an overview of the Airport's operating income. This information will be used to provide an analysis of the revenue that can be expected over the course of the short-term planning period only. Projections of future Airport revenue and expenditures will be made for the first five-years and then utilized to evaluate the financial feasibility of the projects needed within that timeframe. The analysis will focus on the first five years to keep the financial analysis as realistic as possible, while at the same time providing valuable data for the Airport to use when updating the CIP. Based on the findings, revisions will be made to the work program with the intent of producing a realistic approach to accomplishing future Airport projects, while at the same time maintaining the current airfield facilities.

During the development of a recommended financial plan, specific projects will be reviewed with the Airport to confirm project costs and timing, as well as to review the strategy for available funding sources, to maximize the financial feasibility of the capital program.

9.2 Draft Financial Analysis Chapter Report

A draft financial analysis chapter report will be prepared that summarizes all the information and analyses of this task. It is anticipated that once the draft report is prepared and has been reviewed in an internal quality control check, it will be shared with the Airport PM for one round of reviews. Following incorporation of Airport staff comments, the Final Draft chapter report will be incorporated into the final draft master plan document near the end of the project.

Summary of Task 9 Deliverables

- Draft financial analysis chapter report

Summary of Task 9 Exclusions

- Analysis and renegotiation of tenant lease agreements
- Preparation of financial models
- Collection and review of financial data and agreements

TASK 10: AIRPORT LAYOUT PLAN UPDATE

This task includes a complete update of the Airport Layout Plan (ALP) drawing set for DED. The ALP drawings will be prepared by the Consultant. The Consultant will also prepare an abbreviated ALP narrative chapter, complete the ALP Checklist contained in FAA Standard Operating Procedure (SOP) 2.00, and lead the coordination and submittal of the ALP plans package to the FAA/FDOT. The ALP plans package will consist of the following drawing sheets:

- Sheet 1 - Cover Sheet
- Airport Layout Drawings
    - Sheet 2 - Existing ALP
    - Sheet 3 -Future ALP
- Sheet 4 - Data Sheet(s)
- Sheet 5 - Terminal Area Plan
- Sheets 6 and 7 - Airport Airspace Drawings:
    - FAR Part 77 Airspace Drawing
    - Airport Airspace Plan & Profile
- Runway Approach/Departure Drawings:
    - Sheet 8 - Runway Centerline Profiles
    - Sheets 9 thru 12 - Inner Portion of the Approach Surfaces for each runway end
    - Sheets 13 thru 16 - Runway Departure Surfaces (for each runway end)
- Land Use Drawings:
    - Sheet 17 - On-Airport Land Use Map
    - Sheet 18 - Off-Airport Land Use Map
- Sheet 19 - Airport Property Map (largely based on the Exhibit A [scoped as a separate task])

10.1 Prepare Draft ALP Drawing Set

The ALP drawing set will be updated to reflect the preferred alternative recommended in Task 7 and to ensure conformance with current FAA ALP standards. The ALP shall graphically depict on this set of drawings the recommended airport development including the staged improvement of facilities. The drawings will be prepared in accordance with FAA Advisory Circular 150/5070-6B, Airport Master Plans and SOP 2.00, FAA Review and Approval of ALP's.

The drawing sheets developed by the Consultant will be created using AutoCAD and AutoCAD Civil 3D and will be published in digital (pdf) format. All drawing sheets will be sized 24- by 36-inches and will be included in a reduced size format within the chapter report.

10.2 ALP Abbreviated Chapter Report and SOP 2.00 and 8.00 Checklists

Since this ALP Update is being prepared in conjunction with the Airport Master Plan, a stand-alone ALP Narrative Report will not be prepared. In lieu of a stand-alone ALP Narrative Report, the overall Master Plan Document will serve as the supporting narrative. The Master Plan Report will include an ALP Chapter that will summarize the contents of the ALP Drawing sheets and associated data sources. In addition, a tabloid-size version of the ALP set (11"x17") will be printed and included in the report. The checklists contained in SOP 2.00 and SOP 8.00 will also be completed and included as an appendix to the Master Plan Report.

10.3 Client and Regulatory Review Meetings

For budgetary purposes, the Consultant assumes the following ALP page flip meetings. Prior to the page flip meetings, a digital copy will be sent to the respective party for review prior to the meeting.

- Up to two (2) ALP page flip meetings with the Airport PM and staff
  - Preliminary Draft for Airport review and comment
  - Revised Draft for Airport review and comment
- Up to two (2) ALP page flip meetings with the FAA/FDOT
  - Revised Draft for FAA/FDOT review and comment
  - Final Draft for FAA/FDOT review and comment

It is assumed that the page flip meetings will occur virtually. The Consultant will project each sheet of the ALP and the team will discuss comments and digitally mark up the plan set. Agendas and meeting notes will not be prepared for the ALP page flip meetings and will instead rely on the marked-up ALP plan set.

10.4 ALP Plan Set Production

Up to eight (8) submittals of the ALP plans package and chapter report working paper would be provided in both hardcopy and digital format. This includes the

five draft (5) digital submittals outlined above plus three (3) final hardcopies for the FAA/FDOT. Once final approvals and signatures are received, digital copies will be sent to the Airport and the FAA/FDOT.

Summary of Task 10 Deliverables

- List of current approved and proposed/revised MOS
- SOP 8.00 Checklist
- Preliminary Draft ALP plans package/chapter report for Airport page flip review (one digital copy)
- Revised Draft ALP plans package/chapter report for Airport page flip review (one digital copy)
- Revised Draft ALP plans package/chapter report for FAA/FDOT page flip review (one digital copy)
- Final Draft ALP plans package/chapter report for FAA/FDOT page flip review (one digital copy)
- Final ALP plans package/chapter report for final FAA/FDOT review and approval (up to three [3] hardcopies and a digital copy)
- AutoCAD files associated with ALP drawing set

Summary of Task 10 Exclusions

- Confirmation of prior mitigation (lighting, marking, charting, etc.) of objects that encroach FAR Part 77 imaginary surfaces or the runway end siting surfaces prescribed in FAA Advisory Circular 150/5300-13B
- Field verification and/or verification of prior FAA airspace filings associated with existing obstacles/obstructions
- Generation of aircraft noise contours
- Preparation, initiation, revision, coordination, or management of MOS requests
- Additional data requests that exceed the ALP requirements prescribed in SOP 2.00
- Runway Incursion Mitigation (RIM) Study
- ATCT Siting or Line-of-Sight Mitigation Study
- Runway Protection Zone (RPZ) Alternatives Evaluation or Risk Assessment

TASK 11: EXHIBIT A – AIRPORT PROPERTY INVENTORY MAPS

The preparation of the Exhibit A will follow the requirements of FAA SOP 3.00, Standard Procedure for FAA Review of Exhibit A Airport Property Inventory Maps. The SOW described herein documents the planned approach to gather the necessary parcel information, background data, and other information to prepare the proposed drawings for submission to the Airport and the FAA/FDOT.

11.1 Data Collection

This task involves the necessary data collection required prior to updating the Exhibit A, including, but not limited to:

- Historical property information available (deeds, etc.)
- Previous Exhibit A property maps prepared for DED

The Airport will provide all available records related to airport owned or disposed parcels and easements. This includes all available record documents (warranty deed, quitclaim deed, court judgments, easements, plats of subdivisions, etc.) pertaining to ownership or land interest of parcels within the limits of the Airport as well as plats of highways or roadway rights-of-way (ROW) bisecting Airport parcels. Upon receipt of deed parcel documents obtained from the Airport, the Consultant will review the data to ensure the information is present to fully populate the required tables per SOP 3.00. If needed, this task will employ the services of a title search firm to investigate any missing required information, and the SOW will be amended to include these services. This includes the following information for each parcel:

- The airport property boundary line and all airport parcels described in some manner (metes and bounds, township/range/section, lot and block, plat, or other appropriate boundary description)
    - If the above information is not available, the Consultant may rely on AutoCAD generated bearings and distances for each of the parcel boundaries
- Parcel numbers
- Name of grantor (selling owner)
- Type of conveyance instrument (warranty deed, quitclaim deed, court judgment, etc.)
- Purpose of acquisition/disposal
- Date of property acquisition/disposal/release
- Book and page of recording
- Type of interest acquired (fee simple, easement, etc.)
- Acreage of the parcel
- FAA grant number, including year, if acquired under a grant
- Surplus property transfer, government land transfer, if applicable
- Type of easement, if applicable
    - Easement benefiting the Airport, easements held by others within the Airport
    - Clearing, avigation, utility, right of way, expiration, easement held by others, subordination agreement, etc.
- Date and type of release/land use change approval, if applicable
- Public land references, if applicable
- Any know encumbrances on the property, if applicable

The Consultant will organize all data into an electronic file by property type (initial conveyance, acquisition, etc.) and by parcel.

11.2 Development of Exhibit A Map Sheets and Tables

The Exhibit A will document all land interest acquired and disposed of by the Airport. It is anticipated that the Exhibit A plan set will be comprised of at least the following sheets:

- Sheet 1 - Cover/title sheet
- Sheet 2 (and 3 if needed) - Property Inventory Map sheet, including parcels related to:
    - Initial conveyance parcels showing the original airport property acquired
    - Acquired parcels showing subsequent parcels acquired since initial conveyance to present day (September 2023), including the aforementioned tables
    - Disposed parcels showing any parcels that have been disposed of to present day
    - Easement and right-of-way to present day
- Sheets 3 and 4 (or 4 and 5) - Legal descriptions sheet and or parcel tables (if they cannot fit with the plan view on the previous sheets)

The plan set will be assembled in accordance with the checklist provided in SOP 3.00. This includes, but is not limited to:

- Airport property boundary line as provided by the Airport in accordance with the requirements of SOP 3.00
    - **If needed, this task will employ the services of a boundary survey firm to survey the official airport property boundary, and the SOW will be amended to include these services.**
- All the airport property parcels are shown and have a unique designation
- Each segment of a parcel's boundary is described in some manner
- A table containing the parcel information from SOP 3.00 and as provided in the data collection task

The background or basemap of the plan set shall include the existing and future configurations based on the ALP being prepared as part of this SOW, including bearing and distance information for each parcel.

11.3 Exhibit A Plan Set Production

Up to six (6) submittals of the Exhibit A plans package and SOP checklist would be provided in both hardcopy and digital format. This includes three (3) digital progress copies and up to three (3) hardcopies. Once final approvals and signatures are received, digital copies will be sent to the Airport and the FAA/FDOT.

Summary of Task 11 Deliverables

- Meeting agendas, minutes, attendance lists, and supporting materials meeting
- Exhibit A kickoff and data collection meeting (assume to be virtual)
    - Include a summarization of the information required for each parcel (deeds, easements, etc.)
- Draft Exhibit A review meeting
    - One (1) digital progress copy of the plan set and SOP checklist delivered virtually in advance of the meeting
- Final draft Exhibit A review meeting
    - One (1) digital progress copy of the plan set and SOP checklist delivered virtually in advance of the meeting
- Final Exhibit A deliverables
    - Final Exhibit A plans package for final FAA/FDOT review and approval (up to three [3] hardcopies and a digital copy)
    - Printed and electronic copies of FAA SOP 3.00 checklist for all parties
    - Backup documentation (land descriptions, sponsor certifications, or title opinions, if necessary, etc.) in electronic form
    - All plan set and survey files provided in AutoCAD format

Supporting Task 11 Subconsultants

Boundary survey firm: Blackwell Surveying

TASK 12: AIRPORT RECYCLING, REUSE, AND WASTE REDUCTION

The Consultant will work with the Airport to develop a Recycling, Reuse, and Waste Reduction Plan (ARRWR). The subtasks associated with the ARRWR Plan include:

- Investigate Current Waste Management Practices and Recycling Programs
- Waste Audit
- Review of Recycling Feasibility
- O&M Requirements
- Review of Waste Management Contracts
- Potential Cost Savings or Revenue Generation
- Plan to Minimize Solid Waste Generation

A draft ARRWR appendix will be prepared that summarizes all the information and analyses of this task. It is anticipated that once the draft appendix is prepared and has been reviewed in an internal quality control check, it will be shared with the Airport PM for one round of reviews. Following incorporation of Airport staff comments, the Final Draft appendix will be incorporated into the final draft master plan document near the end of the project.

Summary of Task 12 Deliverables
Draft ARRWR appendix

TASK 13: MASTER PLAN DOCUMENTATION

This final task at the conclusion of the master planning process will consolidate all of the chapter reports, key assumptions, technical and analytical analyses, findings, considerations and alternatives, and ultimate recommendations. An Executive-level graphically designed executive summary will also be part of the final deliverables.

13.1 Prepare Consolidated Draft Master Plan Report

Each of the final draft chapter reports prepared and finalized as part of previous tasks will be compiled and integrated into a single technical document that summarizes the process and results of the MPU. An introductory chapter will be included. The draft consolidated master plan report may span several volumes, including appendices, as needed to present supporting information generated or compiled as part of the planning process. The consolidated draft will be provided to the Airport electronically for internal review and comment.

13.2 Prepare Draft Executive Summary Chapter/Infographic

Concurrently, with the development of the draft consolidated report, the Consultant will prepare a brief executive summary chapter for inclusion in the final report. The executive summary chapter will highlight the major conclusions of the MPU and present a clear summary of the improvements needed at the Airport over the 20-year planning horizon.

In addition to this, a draft executive summary infographic will be prepared that communicates the conclusions and recommendations of the master plan graphically. It is anticipated that this infographic will be a two-to-four-page (8.5 x 11 portrait) document.

All draft documents will be shared and coordinated digitally.

13.3 Prepare Final Draft Report and Executive Summary Infographic

After the Airport reviews the preliminary draft report and executive summary and provides comments, the Consultant will prepare the Final Draft MPU Report for FAA/FDOT review and comment. The Final Draft MPU Report will be provided electronically.

All final draft documents will be shared and coordinated digitally.

13.4 Prepare Final Report and Executive Summary

After the review by the FAA/FDOT, the Consultant will address any final

comments and prepare the Final MPU Report. The Consultant will respond to and incorporate regulatory comments, subject to Airport concurrence, into the Final MPU Technical Report.

13.5 Final Production

Ten (10) hard copies of the Final MPU Report will be printed double-sided (assuming a 500-page final report) for DED (3-ring bound, with the potential for multiple volumes), and three (3) USB flash drives containing the MPU Report in a digital format will be provided to DED. Also, 100 copies of the executive summary infographic will be printed. The documents shall include all exhibits, graphs, tables, attachments, and appendices; all of which will be indexed by chapter. DED will be responsible for distribution of the MPU documents to the appropriate parties.

ATTEST:

Printed Name: Holly Donath
Title: _____

AVCON

By: _____
Printed Name: Sandeep Singh
Title: President

ATTEST:

_____
Julie A. Hennessy, MMC
City Clerk – Auditor

CITY OF DELAND

By: _____
Christopher M. Cloudman,
Commissioner - Mayor

Date: _____

ATTACHMENT A - HOUR AND FEE PROPOSAL
AIRPORT MASTER PLAN UPDATE - PLANNING PHASE SERVICES
DELAND MUNICIPAL AIRPORT

05/24/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Manager		Sr. Engineer / Planner		Engineer / Planner		Sr. CADD Designer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 240	Rate/Hour:	$ 220	Rate/Hour:	$ 167	Rate/Hour:	$ 142	Rate/Hour:	$ 82	Rate/Hour:	$ 89	Rate/Hour:	$ 65			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**PROJECT MANAGEMENT AND ADMINISTRATION**																	
1.1	Development of Project Schedule	2	$ 480	4	$ 880	8	$ 1,336		$ -		$ -		$ -		$ -	14	$ 2,696	$ -
1.2	Project Kickoff Meeting (1)		$ -	4	$ 880	8	$ 1,336	4	$ 568	10	$ 820	4	$ 356	4	$ 260	34	$ 4,220	$ -
1.3	Monthly Coordination Meetings (16)		$ -	16	$ 3,520	16	$ 2,672		$ -	8	$ 656		$ -	8	$ 520	48	$ 7,368	$ -
1.4	Project Progress Reports (16)		$ -		$ -	32	$ 5,344		$ -	8	$ 656		$ -	8	$ 520	48	$ 6,520	$ -
1.5	Project Administration		$ -		$ -	40	$ 6,680		$ -		$ -		$ -		$ -	40	$ 6,680	$ -
	Subtotal	**2**	**$ 480**	**24**	**$ 5,280**	**104**	**$ 17,368**	**4**	**$ 568**	**26**	**$ 2,132**	**4**	**$ 356**	**20**	**$ 1,300**	**184**	**$ 27,484**	**$ -**
2	**PUBLIC AND STAKEHOLDER INVOLVEMENT**																	
2.1	Technical Advisory Committee Meetings (3)		$ -	8	$ 1,760	42	$ 7,014	16	$ 2,272	60	$ 4,920	8	$ 712	10	$ 650	144	$ 17,328	$ -
2.2	Citizens Advisory Committee Meetings (3)		$ -	4	$ 880	8	$ 1,336		$ -	10	$ 820	8	$ 712	2	$ 130	32	$ 3,878	$ -
2.3	Public Information Workshop (2)	4	$ 960	16	$ 3,520	40	$ 6,680	12	$ 1,704	50	$ 4,100	16	$ 1,424	8	$ 520	146	$ 18,908	$ -
2.4	Webpage Coordination (15)		$ -		$ -	8	$ 1,336		$ -		$ -	16	$ 1,424		$ -	24	$ 2,760	$ -
	Subtotal	**4**	**$ 960**	**28**	**$ 6,160**	**98**	**$ 16,366**	**28**	**$ 3,976**	**120**	**$ 9,840**	**48**	**$ 4,272**	**20**	**$ 1,300**	**346**	**$ 42,874**	**$ -**
3	**INVENTORY OF EXISTING CONDITIONS**																	
3.1	Review of Existing Documents		$ -		$ -	4	$ 668		$ -	8	$ 656		$ -	2	$ 130	14	$ 1,454	$ -
3.2	Inventory Site Visits		$ -		$ -	16	$ 2,672	8	$ 1,136	24	$ 1,968		$ -	2	$ 130	50	$ 5,906	$ -
3.3	Airport User and Tenant Surveys		$ -	2	$ 440	8	$ 1,336	10	$ 1,420	30	$ 2,460		$ -	2	$ 130	52	$ 5,786	$ -
3.4	Airport Background and History		$ -		$ -	1	$ 167		$ -	8	$ 656		$ -		$ -	9	$ 823	$ -
3.5	Historical Aviation Activity Statistics		$ -		$ -	2	$ 334	4	$ 568	8	$ 656		$ -		$ -	14	$ 1,558	$ -
3.6	Historical Airport Financial Data		$ -		$ -	1	$ 167	4	$ 568	8	$ 656		$ -		$ -	13	$ 1,391	$ -
3.7	Airfield Facilities		$ -		$ -	2	$ 334	4	$ 568	8	$ 656		$ -		$ -	14	$ 1,558	$ -
3.8	Airspace and ATC Procedures		$ -		$ -	2	$ 334	2	$ 284	4	$ 328		$ -		$ -	8	$ 946	$ -
3.9	Meteorological Data Collection and Analysis		$ -		$ -	2	$ 334	6	$ 852	8	$ 656		$ -		$ -	16	$ 1,842	$ -
3.10	Landside Facilities		$ -		$ -	2	$ 334	2	$ 284	8	$ 656		$ -		$ -	12	$ 1,274	$ -
3.11	General Aviation Facilities		$ -	2	$ 440	2	$ 334	8	$ 1,136	8	$ 656		$ -		$ -	20	$ 2,566	$ -
3.12	Support Facilities		$ -		$ -	1	$ 167	2	$ 284	4	$ 328		$ -		$ -	7	$ 779	$ -
3.13	Other Airport Facilities		$ -		$ -	1	$ 167	2	$ 284	4	$ 328		$ -		$ -	7	$ 779	$ -
3.14	Airport Utilities		$ -	2	$ 440	2	$ 334	2	$ 284	6	$ 492		$ -		$ -	12	$ 1,550	$ -
3.15	Environmental Conditions		$ -		$ -	2	$ 334	4	$ 568	8	$ 656		$ -		$ -	14	$ 1,558	$ -
3.16	On- and Off-Airport Land Use and Zoning		$ -		$ -	2	$ 334	4	$ 568	8	$ 656		$ -		$ -	14	$ 1,558	$ -
3.17	Draft Inventory Chapter Report	2	$ 480	4	$ 880	16	$ 2,672	8	$ 1,136	24	$ 1,968	24	$ 2,136	4	$ 260	82	$ 9,532	$ -
	Subtotal	**2**	**$ 480**	**10**	**$ 2,200**	**66**	**$ 11,022**	**70**	**$ 9,940**	**176**	**$ 14,432**	**24**	**$ 2,136**	**10**	**$ 650**	**358**	**$ 40,860**	**$ -**
4	**AVIATION ACTIVITY FORECASTS**																	
4.1	Previous Projections of Aviation Activity		$ -		$ -	2	$ 334	4	$ 568	8	$ 656		$ -		$ -	14	$ 1,558	$ -
4.2	Review of Factors Affecting Aviation Activity		$ -		$ -	4	$ 668	4	$ 568	8	$ 656		$ -		$ -	16	$ 1,892	$ -
4.3	Forecasts of Aviation Activity		$ -	4	$ 880	16	$ 2,672	8	$ 1,136	40	$ 3,280		$ -		$ -	68	$ 7,968	$ -
4.4	Critical Aircraft Analysis		$ -	2	$ 440	8	$ 1,336	8	$ 1,136	16	$ 1,312		$ -		$ -	34	$ 4,224	$ -
4.5	Peak Activity Metrics		$ -	2	$ 440	4	$ 668	4	$ 568	10	$ 820		$ -		$ -	20	$ 2,496	$ -
4.6	Comparison to the FAA Terminal Area Forecast		$ -		$ -	2	$ 334	4	$ 568	8	$ 656		$ -		$ -	14	$ 1,558	$ -
4.7	Prepare Draft Forecast Chapter Report	2	$ 480	4	$ 880	16	$ 2,672	2	$ 284	16	$ 1,312	4	$ 356	2	$ 130	46	$ 6,114	$ -
	Subtotal	**2**	**$ 480**	**12**	**$ 2,640**	**52**	**$ 8,684**	**34**	**$ 4,828**	**106**	**$ 8,692**	**4**	**$ 356**	**2**	**$ 130**	**212**	**$ 25,810**	**$ -**
5	**DEMAND/CAPACITY ANALYSIS AND FACILITY REQUIREMENTS**																	
5.1	Airfield and Airspace Facilities		$ -	4	$ 880	16	$ 2,672	6	$ 852	30	$ 2,460		$ -		$ -	56	$ 6,864	$ -
5.2	General Aviation Facilities		$ -		$ -	12	$ 2,004	6	$ 852	30	$ 2,460		$ -		$ -	48	$ 5,316	$ -
5.3	Support Facilities		$ -	2	$ 440	4	$ 668	2	$ 284	10	$ 820		$ -		$ -	18	$ 2,212	$ -
5.4	Roadway Access and Landside Facilities		$ -		$ -	4	$ 668	2	$ 284	8	$ 656		$ -		$ -	14	$ 1,608	$ -
5.5	Draft Demand/Capacity and Facility Requirements Chapter Report	2	$ 480	2	$ 440	10	$ 1,670	4	$ 568	16	$ 1,312	2	$ 178	2	$ 130	38	$ 4,778	$ -
	Subtotal	**2**	**$ 480**	**8**	**$ 1,760**	**46**	**$ 7,682**	**20**	**$ 2,840**	**94**	**$ 7,708**	**2**	**$ 178**	**2**	**$ 130**	**174**	**$ 20,778**	**$ -**
6	**ALTERNATIVES DEVELOPMENT AND EVALUATION**																	
6.1	Initial Identification of Preliminary Alternatives		$ -	8	$ 1,760	40	$ 6,680	30	$ 4,260	64	$ 5,248	80	$ 7,120		$ -	222	$ 25,068	$ -
6.2	Screening and Evaluation of Preliminary Alternatives	2	$ 480	10	$ 2,200	24	$ 4,008	10	$ 1,420	30	$ 2,460	16	$ 1,424		$ -	92	$ 11,992	$ -
6.3	Selection of an Initial Preferred Alternative	2	$ 480	4	$ 880	20	$ 3,340		$ -	20	$ 1,640	16	$ 1,424		$ -	62	$ 7,764	$ -
6.4	Refinement of the Preferred Alternative		$ -	2	$ 440	16	$ 2,672		$ -	12	$ 984	16	$ 1,424		$ -	46	$ 5,520	$ -
6.5	Draft Alternatives Chapter Report	2	$ 480	8	$ 1,760	20	$ 3,340	8	$ 1,136	50	$ 4,100	32	$ 2,848	8	$ 520	128	$ 14,184	$ -
	Subtotal	**6**	**$ 1,440**	**32**	**$ 7,040**	**120**	**$ 20,040**	**48**	**$ 6,816**	**176**	**$ 14,432**	**160**	**$ 14,240**	**8**	**$ 520**	**550**	**$ 64,528**	**$ -**
7	**ENVIRONMENTAL OVERVIEW**																	
7.1	Environmental Overview of the Preferred Alternative		$ -	2	$ 440	6	$ 1,002	2	$ 284	20	$ 1,640	8	$ 712		$ -	38	$ 4,078	$ -
7.2	Develop Environmental Strategy		$ -		$ -	8	$ 1,336	8	$ 1,136	16	$ 1,312	8	$ 712		$ -	40	$ 4,496	$ -
7.3	Draft Environmental Overview Chapter Report	2	$ 480	2	$ 440	10	$ 1,670	8	$ 1,136	16	$ 1,312	8	$ 712	2	$ 130	48	$ 5,880	$ -
	Subtotal	**2**	**$ 480**	**4**	**$ 880**	**24**	**$ 4,008**	**18**	**$ 2,556**	**52**	**$ 4,264**	**24**	**$ 2,136**	**2**	**$ 130**	**126**	**$ 14,454**	**$ -**
8	**IMPLEMENTATION PLAN AND CAPITAL IMPROVEMENT PROGRAM**																	
8.1	Identify Project Sequencing		$ -	2	$ 440	10	$ 1,670	8	$ 1,136	16	$ 1,312	32	$ 2,848		$ -	68	$ 7,406	$ -
8.2	Define Individual Development Projects		$ -	2	$ 440	8	$ 1,336	8	$ 1,136	20	$ 1,640		$ -		$ -	38	$ 4,552	$ -
8.3	Develop ROM Cost Estimates	2	$ 480	10	$ 2,200	24	$ 4,008	12	$ 1,704	48	$ 3,936		$ -	2	$ 130	98	$ 12,458	$ -
8.4	Prepare Project Summaries and Exhibits		$ -	2	$ 440	8	$ 1,336	16	$ 2,272	20	$ 1,640	10	$ 890		$ -	56	$ 6,578	$ -
8.5	Draft Implementation Plan and CIP Chapter Report	2	$ 480	2	$ 440	16	$ 2,672	8	$ 1,136	24	$ 1,968	20	$ 1,780	4	$ 260	76	$ 8,736	$ -
	Subtotal	**4**	**$ 960**	**18**	**$ 3,960**	**66**	**$ 11,022**	**52**	**$ 7,384**	**128**	**$ 10,496**	**62**	**$ 5,518**	**6**	**$ 390**	**336**	**$ 39,730**	**$ -**
9	**FINANCIAL ANALYSIS**																	
9.1	Financial Feasibility Analysis		$ -	8	$ 1,760	24	$ 4,008	32	$ 4,544	20	$ 1,640		$ -		$ -	84	$ 11,952	$ -
9.2	Draft Financial Analysis Chapter Report	2	$ 480	4	$ 880	16	$ 2,672	16	$ 2,272	24	$ 1,968		$ -	6	$ 390	68	$ 8,662	$ -
	Subtotal	**2**	**$ 480**	**12**	**$ 2,640**	**40**	**$ 6,680**	**48**	**$ 6,816**	**44**	**$ 3,608**	**0**	**$ -**	**6**	**$ 390**	**152**	**$ 20,614**	**$ -**
10	**AIRPORT LAYOUT PLAN UPDATE**																	

10.1	Prepare Draft ALP Drawing Set	4	$ 960	16	$ 3,520	24	$ 4,008	30	$ 4,260	80	$ 6,560	140	$ 12,460		$ -	294	$ 31,768	$ -
10.2	ALP Abbreviated Chapter Report and SOP 2.00 Checklist		$ -	4	$ 880	12	$ 2,004	8	$ 1,136		$ -		$ -		$ -	24	$ 4,020	$ -
10.3	Client and Regulatory Review Meetings		$ -	8	$ 1,760	30	$ 5,010		$ -		$ -		$ -		$ -	38	$ 6,770	$ -
10.4	ALP Plan Set Final Reviews and Production (3 copies)		$ -		$ -	8	$ 1,336	16	$ 2,272	24	$ 1,968	40	$ 3,560		$ -	88	$ 9,136	$ -
	Subtotal	**4**	**$ 960**	**28**	**$ 6,160**	**74**	**$ 12,358**	**54**	**$ 7,668**	**104**	**$ 8,528**	**180**	**$ 16,020**	**0**	**$ -**	**444**	**$ 51,694**	**$ -**
11	**EXHIBIT A - AIRPORT PROPERTY INVENTORY MAPS**																	
11.1	Data Collection		$ -	8	$ 1,760	40	$ 6,680	40	$ 5,680	64	$ 5,248	40	$ 3,560	80	$ 5,200	272	$ 28,128	$ 25,000
11.2	Development of Exhibit A Map Sheets and Tables		$ -		$ -	40	$ 6,680	32	$ 4,544	40	$ 3,280	80	$ 7,120		$ -	192	$ 21,624	$ -
11.3	Exhibit A Plan Set Final Reviews, Production and SOP 3.00 Checklist		$ -	4	$ 880	8	$ 1,336	16	$ 2,272	24	$ 1,968	40	$ 3,560		$ -	92	$ 10,016	$ -
	Subtotal	**0**	**$ -**	**12**	**$ 2,640**	**88**	**$ 14,696**	**88**	**$ 12,496**	**128**	**$ 10,496**	**160**	**$ 14,240**	**80**	**$ 5,200**	**556**	**$ 59,768**	**$ 25,000**
12	**AIRPORT RECYCLING, REUSE, AND WASTE REDUCTION**																	
12.1	Investigate Current Waste Management Practices and Recycling Programs		$ -		$ -	2	$ 334		$ -	8	$ 656		$ -		$ -	10	$ 990	$ -
12.2	Waste Audit		$ -		$ -	2	$ 334		$ -	8	$ 656		$ -		$ -	10	$ 990	$ -
12.3	Review of Recycling Feasibility		$ -		$ -	2	$ 334		$ -	8	$ 656		$ -		$ -	10	$ 990	$ -
12.4	O&M Requirements		$ -		$ -	2	$ 334		$ -	8	$ 656		$ -		$ -	10	$ 990	$ -
12.5	Review of Waste Management Contracts		$ -		$ -	2	$ 334		$ -	8	$ 656		$ -		$ -	10	$ 990	$ -
12.6	Potential Cost Savings or Revenue Generation		$ -		$ -	2	$ 334		$ -	8	$ 656		$ -		$ -	10	$ 990	$ -
12.7	Plan to Minimize Solid Waste Generation		$ -		$ -	2	$ 334		$ -	8	$ 656		$ -		$ -	10	$ 990	$ -
12.8	Draft Recycling, Reuse, and Waste Reduction Appendix		$ -	2	$ 440	4	$ 668	4	$ 568	12	$ 984	4	$ 356	2	$ 130	28	$ 3,146	$ -
	Subtotal	**0**	**$ -**	**2**	**$ 440**	**18**	**$ 3,006**	**4**	**$ 568**	**68**	**$ 5,576**	**4**	**$ 356**	**2**	**$ 130**	**98**	**$ 10,076**	**$ -**
13	**MASTER PLAN DOCUMENTATION**																	
13.1	Prepare Consolidated Draft Master Plan Report	2	$ 480	2	$ 440	4	$ 668		$ -	8	$ 656	16	$ 1,424		$ -	32	$ 3,668	$ -
13.2	Prepare Draft Executive Summary Report/Infographic	2	$ 480	2	$ 440	16	$ 2,672	8	$ 1,136	16	$ 1,312	40	$ 3,560	2	$ 130	86	$ 9,730	$ -
13.3	Prepare Final Draft Report and Executive Summary Infographic	2	$ 480	2	$ 440	8	$ 1,336	4	$ 568	10	$ 820	16	$ 1,424	4	$ 260	46	$ 5,328	$ -
13.4	Prepare Final Report and Executive Summary	2	$ 480	4	$ 880	4	$ 668		$ -	4	$ 328	16	$ 1,424	2	$ 130	32	$ 3,910	$ -
13.5	Final Production (ten 3-ring bound reports, 100 Infographics)		$ -		$ -	2	$ 334		$ -	4	$ 328	8	$ 712	8	$ 520	22	$ 1,894	$ -
	Subtotal	**8**	**$ 1,920**	**10**	**$ 2,200**	**34**	**$ 5,678**	**12**	**$ 1,704**	**42**	**$ 3,444**	**96**	**$ 8,544**	**16**	**$ 1,040**	**218**	**$ 24,530**	**$ -**
	Total	**38**	**$ 9,120**	**200**	**$ 44,000**	**830**	**$ 138,610**	**480**	**$ 68,160**	**1264**	**$ 103,648**	**768**	**$ 68,352**	**174**	**$ 11,310**	**3,754**	**$ 443,200**	**$ 25,000**

Total Project Fee	**$ 468,200**

Blackwell & Associates
LAND SURVEYORS, INC

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

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

October 9, 2023

Ryan J. Lenda, C.M.
Director of Aviation Planning
AVCON
rlenda@avconinc.om

Proposal for Boundary Survey - DeLand Airport Multi Parcel - 1000 Flightline Blvd, DeLand, FL

Dear Ryan,

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

This firm will provide a boundary survey for all of the Airport parcels based on the title search provided. (not to include locates of the Airports individual, interior leased parcels).

The price to complete this survey will be $25,000. We estimate it will take 8-12 weeks to complete from the "Notice to Proceed" date.

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

Sincerely,

Robert R. Evers

Robert R. Evers
PLS
Project Manager

Proposal Accepted By:

_____
Signature of Responsible Party

_____
Printed Name of Responsible Party

_____
Title

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Resolution Approving Sole Source Purchase of Airfield Safety Equipment from Allen Enterprises Inc.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution, Allen Enterprises - Sole Source Letter, Crystal Reports - Sales Order Printing

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The Airport's existing airfield signage currently utilize incandescent bulbs, which are becoming increasingly harder to get because of energy efficiency mandates. The sign manufacturers, ADB Safegate, have developed retrofit kits which can be installed by airport staff to upgrade the signs to LED.
Allen Enterprises, Inc. is the exclusive representative for ADB Safegate (previously known as ADB Airfield Solutions) and the sole provider for all ADB Safegate parts for the Southeast United States including Florida. ADB Safegate products are manufactured to FAA specifications and certified by Engineering Technical Letter (ETL).

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustanability

SUSTAINABILITY:

Maintain Equipment

FISCAL IMPACT:

The cost to purchase the LED retrofit kits is $40,223.80. The FDOT has agreed to pay 80% ($32,179.04) of the cost, with the remaining funds $8,046.76 or 20% to be funded from the Airport fund.

RECOMMENDATION:

Staff recommends that the City Commission approve Allen Enterprises as a Sole Source vendor.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF AIRFIELD SAFETY EQUIPMENT, FROM ALLEN ENTERPRISES, INC., THE SOLE DISTRIBUTOR OF RUNWAY CLOSURE LED CONVERSION KITS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that there is a legitimate need to purchase the LED sign retrofit kits for the airfield signage from Allen Enterprises, Inc., to properly meet the FAA requirements of AC 150/5345-53D; and

WHEREAS, the Airport Manager has informed the City Commission that, to the best of his knowledge, there are no other suppliers of the LED retrofit kits and that Allen Enterprises, Inc., is the only authorized distributor of this product.

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

Section 1. The City Commission of the City of DeLand hereby authorizes the sole source purchase from Allen Enterprises., the sole distributor and that the purchase of this item from any other vendor is not obtainable and that these findings support a sole source purchase without competitive bidding.

Section 2. The City Commission hereby authorizes the execution of the purchase order to Allen Enterprises, Inc., for airfield signage LED retrofit kits Equipment.

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

PASSED AND DULY ADOPTED this 2nd day of December, 2024.

_____
Christopher Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

ADB SAFEGATE

April 29, 2024

Mindy Considine
Office Administrator
Deland Municipal Airport
1000 Flightline Blvd
Deland, Florida 32724

RE: ADB Safegate Americas, LLC (previously ADB Airfield Solutions) \
Deland Municipal Airport

Allen Enterprises, Inc. is the exclusive representative for ADB Safegate (previously known as ADB Airfield Solutions) and the sole provider for all ADB Safegate parts for the Southeast United States including Florida. ADB Safegate products are manufactured to FAA specifications and certified by ETL. Maintaining your ADB Safegate airfield lighting systems with ADB Safegate parts is the only way to ensure and maintain conformance to these specifications. The ADB Safegate products installed at your airport have components that are exclusive to ADB Safegate and cannot or will not be interchangeable with parts from other manufacturers.

Please do not hesitate to call if you any questions regarding this letter.

Sincerely,

Jeff Ghilani

Regional Sales Director — Eastern US and Canada

QUOTE

Q

ALLEN ENTERPRISES, INC.
Airport Lighting Equipment Sales & Service
5659 Commerce Drive, Suite 100
Orlando, FL 32839-2969
Phone (407) 857-6778

Customer: D1460

Quote Number: 0069701

BILL TO:

DELAND AIRPORT AUTHORITY
CITY HALL
120 S. FLORIDA AVENUE
DELAND, FL 32720

SHIP TO: 1

DELAND AIRPORT AUTHORITY
1000 FLIGHTLINE BLVD
DE LAND, FL 32724

Print Date/Quote Date	Ship Via	FOB	Terms
11/05/2024	BEST WAY	ORIGIN PPD&ALL	VISA
11/05/2024		SP: 0003 KM ALLEN ENTERPRISES	

QTY QUOTED	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
17.00	94A0628/210	L858,LED,SZ2,1MODULE, RETROFIT KIT LIGHT BARS	771.22	13,110.74
16.00	94A0628/220	L858,LED,SZ2,2MODULE, RETROFIT KIT LIGHT BARS	886.12	14,177.92
13.00	94A0628/230	L858,LED,SZ2,3MODULE, RETROFIT KIT LIGHT BARS	995.78	12,945.14

Net:	40,233.80
(Estimated or TBD)Freight:	0.00
Sales Tax: NONTAX	0.00
Total	**40,233.80**

Valid for 30 days

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Consideration re Utility Service Agreement for DeLand Arcade Amusement Center.

DEPARTMENT: Utilities

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

ATTACHMENTS: USA DeLand Arcade (partially signed)

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The DeLand Arcade commercial project will be located at 1012 N. Woodland Boulevard in DeLand. The proposed commercial project will provide an Arcade Amusement Center for the family, when completed. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for DeLand Arcade Amusement Center

BACKGROUND/DISCUSSION:

N/A

UTILITY SERVICE AGREEMENT
FOR
DELAND ARCADE AMUSEMENT CENTER

THIS AGREEMENT is entered into this 18th day of November, 2024, between the City of DeLand (City) and, Robinson Family Properties, Inc (Developer) regarding utility service for the, DeLand Arcade Amusement Center 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 to 1012 N. Woodland Boulevard DeLand, FL and described as:

TAX PARCEL NUMBERS
700400001620

4 17 30 E 350 FT OF S 1/2 OF N 1/2 OF NE 1/4 OF SW 1/4 OF SW 1/4 EXC N 80 FT & EXC ST RD PER OR 4106 PG 1916-1917 PER OR 5766 PGS 2336-2337 PER OR 6588 PG 0478 PER OR 6838 PG 1804 PER OR 7194 PG 1753 PER OR 8040 PG 4291

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

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

- A 4" force main extension from the westside of Woodland Blvd to the eastside for approximately 94 LF +/- of 4" HDPE Pipe to a manhole.
- Existing manhole will be cored drilled to accommodate a 4" force main and be required to be lined.
- All onsite piping, valves, backflows, all sewer gravity lines, force main line, Lift Station and irrigation water piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and smaller will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

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

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

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

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

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

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

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

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City

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

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

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

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

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

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

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

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

Section 19. Miscellaneous.

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

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

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

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

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

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

Robinson Family Properties, Inc.

Name: Terry Robinson
Title: President

ATTEST:

Name: Terry Robinson
Secretary

Witness Amy Kremer

Witness Karen Shields

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public - State of Florida

Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of November, 2024 by Terry Robinson, the Owner of Robinson Family Properties, Inc. who is ☑ personally known to me or ☐ who has produced, _____ as identification.

Notary Public - State of Florida

LOREAL HENRY
MY COMMISSION # HH 118782
EXPIRES: July 5, 2025
Bonded Thru Notary Public Underwriters

Name: Loreal Henry
My Commission expires: 7.5.25

Development Team.

OWNER:	TERRY ROBINSON 401 N. STONE STREET DELAND, FL 32720
ENGINEER:	ENGINEERED PERMITS, INC. 311 SOUTH WOODLAND BLVD SUITE A DELAND, FL 32720 PHONE: 386-734-0830 FAX: 386-734-8226 EMAIL: epl@epleng.net
SURVEYOR:	IRELAND & ASSOCIATES SURVEYING, INC. 800 CURRENCY CIRCLE, SUITE 1020 LAKE MARY, FL 32746 PHONE: (407) 678-3366 FAX: (407) 320-8165

Utilities:

City of Deland
1101 South Amelia Avenue
DeLand Fl 32724
Attn: Jim Ailes
Phone (386) 626-7250

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Resolution Approving Sole Source Purchase for FIAlyzer-Flex (2) Flow Injection Analyzer.

DEPARTMENT: Utilities

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

ATTACHMENTS: Sole Source Resolution, Sole Source Quote - Letter

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand currently operates and maintains an Environmental Testing Lab for regulatory compliance with both water and wastewater requirements. As such, much of their equipment is specialized in nature and not able to be purchased from many sources. In this year's budget, a FIAlyzer-Flex (2) Two Channel flow Injection Analyzer and additional software with license and computer hardware was placed in the Utilities budget for purchase.

This unit would replace the antique Latchet in the lab that is no longer supported by technical support nor part replacement. This unit would perform the nutrient testing that is used to test for fluoride, ammonia, nitrogen, and chloride analysis in the lab that is required by the regulatory agencies. The set up for this unit is much easier and once up and running is fully automated and can be left running on automatic, thus allowing the lab personnel to perform other testing. A two-year warranty is provided and multi-year service contract for support. Old unit could only run on Windows 7 program as the new unit will run on Windows 11 and allow IT to better support the lab with an updated PC unit.

A quote was obtained from FIAlab Instruments, Inc. and a sole source letter was received from FIAlab Instruments Inc stating that they are the authorized municipal distributor in the USA market for FIAlab Instruments Inc, which is attached. The quote provides for a $3,000 trade in credit of the Latchet unit and will need to be declared surplus.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

The current fiscal year 24/25 budget has an allowance of $81,816 in the Utility Division 4205 capital account to purchase this equipment. The attached quote is in the amount of $68,180 for the proposed purchase. The remaining amount will be put toward the CPU hardware and software to make the unit functional for the lab. So, funds are currently available to cover this purchase at this time.

RECOMMENDATION:

It is recommended that the City Commission approve the attached Sole Source Resolution and allow for the quoted purchase of the FIAlyzer-Flex (2) Two Channel flow Injection Analyzer at a cost of $68,180

BACKGROUND/DISCUSSION:

This purchase does include installation, setup assistance and training in the lab. Once up in running they will be a more efficient unit.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF A FIALYZER-FLEX (2) FLOW INJECTION ANALYZER FOR THE ENVIRONMENTAL SERVICES LAB FROM FIALAB INSTRUMENTS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that there is legitimate need to purchase a FIAlyzer-Flex(2) Flow Injection Analyzer for operation of the environmental services lab at the Wiley M. Nash Reclaim Facility; and

WHEREAS, the City's Utilities Director has informed the City Commission that FIAlyzer-Flex(2) Flow Injection Analyzer is the only device that the City's testing lab can utilize under the City's current certifications; and

WHEREAS, the Utilities Director has informed the City Commission that, to the best of his knowledge, there are no other suppliers of the FIAlyzer-Flex(2) Flow Injection Analyzer specialized lab equipment and that FIAlab Instruments, Inc. is the only known authorized supplier of this product.

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

Section 1. The City Commission hereby authorizes the sole source purchase of the FIAlyzer-Flex(2) Flow Injection Analyzer from FIAlab Instruments, Inc., the sole distributor, and that the purchase of this item from any other vendor is not obtainable and that these findings support a sole source purchase without competitive bidding.

Section 2. The City Commission hereby authorizes the execution of a purchase agreement per the attached Quote.

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

PASSED AND DULY ADOPTED this 2nd day of December, 2024.

_____
Christopher M. Cloudman, Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy, City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind, City Attorney

FIA Lab *Fluidics Intelligently Automated*

FIAlab Instruments, Inc.
(206) 258 2290
4259 23rd Ave W
Seattle, WA 98199

October 29th, 2024

To Whom it May Concern,

This letter is to confirm that the FIAlab Instruments, Inc. is the sole of provider of the FIAlyzer-FLex & FIAlyzer X000's models in the United States. All instruments, accessory & service, are not available through any other distributor. The FIAlab products are manufactured, shipped, and invoiced by FIAlab Instruments, Inc in Seattle, WA.

The unique specifications that are not available via other instrumentation would be:

- **Displaying the full absorbance spectrum in real time. Also, utilizing alternative wavelengths to extend linear range.**
- **Analyzer is able to include absorbance flow cells up to 100 mm path**
- **Each channel has its own power supply and light source and detector. The instrument does not share power supplies, or light source or detectors in order to do multiple channels. Each channel can be a standalone unit without any added cost.**
- **Full view of fluid movement in manifold.**
- **Able to analyze samples while running with different variables-Analyze on the fly (changing wavelengths for example)**
- **Software is compatible with Window 10 or Windows 11. Written in C# with programmers in house that have Ph.D. in Chemistry**
- **Must have EPA approved fluorescence method for TKN & Ammonia without the need to switchover manifolds. This Methodology is an improvement for Industrial Wastewater for interferences.**

If you have any further questions, please contact us at 206-258-2290

Sincerely,

Regards,

Scott Schroeder
National Sales Director
(206) 619-6705
(Mobile)
(800) 963-1101
X100 (Office)

FIA Lab
Fluidics Intelligently Automated

Proud to be a small US business with 100% of manufacturing done in the USA.

664-000-UT2521

FIAlab Instruments, Inc.
4259 23rd Ave W
Seattle, WA 98199, USA
Tel + 1 206 258 2290
accounting@flowinjection.com

QUOTE

QUOTE #	10060-3
DATE	3/6/2024
VALID UNTIL	11/30/2024

CUSTOMER CONTACT INFORMATION
City of Deland ATTN: Larissa McCoy 1101 South Amelia Avenue DeLand, FL 32724 United States

DESCRIPTION

TERMS	SHIPPING TERMS	REP
Net 30	CIF	BAS

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
793731	FIAlyzer-FLEX(2) - 120 V - Two-channel flow injection analyzer -Includes one license for FIAsoft control software package -Includes two days training and installation by a FIAlab scientist.			46,876.00T
41032	Customer to Provide Lachat ASX280 and Computer Pump for FIAlyzer-FLEX - up to two channels - 115V	1	7,196.00	7,196.00T
796015	FLEX Module: ammonia / TKN w/ gas diffusion	1	2,448.00	2,448.00T
796082	FLEX Module: TKP EPA 365.4	1	1,916.00	1,916.00T
810140	Service Plan - Silver - 2yr new FIA instrument -first channel at location Service plan provides: - extension of warranty on non-consumable parts from 1 year to 2 years from original instrument invoice date - one service visit - phone, e-mail and remote desktop support - free software upgrades		9,262.00	9,262.00T
810141	Service Plan - Silver - 2yr new FIA instrument - additional channel at location		2,419.00	2,419.00T
83101	Credit QC8500 Trade In (Serial # will be recorded at install) taken when customer is ready		-3,000.00	-3,000.00
83004	Packing and Handling		218.00	218.00T
83003	Shipping and Insurance Out-of-state sale, exempt from sales tax		845.00 0.00%	845.00T 0.00

TOTAL	$68,180.00

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Consideration re Award of Bid, FY 23-24 Right of Way, ADA Improvements.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Bid Tabulation - B-25-02

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The Public Works Department has identified a number of sidewalk curb ramps and sidewalk segments throughout the City which need to be improved to meet requirements of the Americans with Disability Act (ADA). Ramps in these areas do not meet the current dimensional requirements or cross slope requirements and are considered non-compliant.

Bid documents for this project and related site work were developed by City staff. The project was advertised in the Daytona Beach News-Journal and via the internet-based systems DemandStar and VendorLink. A total of two (2) bids were received as indicated on the attached bid tabulation.

Staff formulated a list of priority improvements needed within the Community Development Block Grant (CDBG) target areas.

Targeted areas will be in the following locations.
- S Thompson Ave between W Volusia Ave & W Winnemissett Ave
- W Winnemissett Ave and S Delaware Ave, which will include a new All-Way stop.
- W Winnemissett Ave and S Parsons Ave, which will include a new All-Way stop.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community

SUSTAINABILITY:

Mobility

FISCAL IMPACT:

Award to the low bidder, Sanderson Concrete of New Smyrna Beach, FL will result in an expenditure of $108,783.00. Staff notes that this amount is based on the sum of extended unit prices with quantities which were estimated by staff. Community Development Block Grant funds in the amount of $73,024.00 are available for this project. The remaining $35,759.00 will be funded from the capital reserve fund.

RECOMMENDATION:

Staff recommends that the City Commission award the FY 23-24 Right of Way ADA Improvements project to Sanderson Concrete of New Smyrna Beach, FL for an amount not to exceed $108,783.00.

BACKGROUND/DISCUSSION:

N/A

Bid Tabulation
B-25-02
FY 23-24 ADA Improvements

Item No.	Item Description	Unit	Quantity	Sanderson Concrete		Thadcon LLC	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization	LS	1	$13,000.00	$13,000.00	$89,000.00	$89,000.00
2	Maintenance of Traffic	LS	1	$6,000.00	$6,000.00	$57,000.00	$57,000.00
3	Inlet Protection System	EA	5	$150.00	$750.00	$1,000.00	$5,000.00
4	Clearing & Grubbing	LS	1	$12,000.00	$12,000.00	$57,000.00	$57,000.00
5	Removal of Existing Concrete	SY	345	$35.00	$12,075.00	$45.00	$15,525.00
6	Concrete Sidewalk 4" Thick	SY	620	$58.00	$35,960.00	$69.00	$42,780.00
7	Concrete Sidewalk & Driveway 6" Thick	SY	28	$75.00	$2,100.00	$200.00	$5,600.00
8	Concrete Curb, Type F	LF	490	$33.00	$16,170.00	$75.00	$36,750.00
9	Detectable Warning (Preformed Thermoplastic	SF	176	$28.00	$4,928.00	$75.00	$13,200.00
10	Thermoplastic, Remove Existing Thermoplastic Pavement Markings	SF	155	$7.00	$1,085.00	$75.00	$11,625.00
11	Thermoplastic, Standard White, Solid, 12" for Crosswalk	LF	361	$8.00	$2,888.00	$45.00	$16,245.00
12	Thermoplastic, Standard White, Solid, 24" for Stop line	LF	126	$14.50	$1,827.00	$55.00	$6,930.00
	Total Price				**$108,783.00**		**$356,655.00**

***Note: All bids are subject to review and tabulation is not final.**

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Consideration re Contract Approving Emergency Disaster Debris Collection, Reduction & Disposal Services Contract with Philips and Jordan.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Phillips & Jordan Contract, Phillips & Jordan Exhibits A-C

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

As the Commission may be aware, the Federal Emergency Management Agency (FEMA) offers a Public Assistance Program to assist states, local governments and nonprofit organizations who are affected by presidentially declared natural disasters. The documentation and administrative processes required by FEMA to receive reimbursement for the cost of cleanup and recovery are complex and time consuming. In order to receive funding from this program, eligible participants must utilize a competitive and/or sealed bid/proposal process to receive prices for debris removal and disposal services from qualified contractors. This is, of course, impractical immediately following a disaster so it must be done in advance.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Environmental Cleanup and Recovery.

FISCAL IMPACT:

There will be no fiscal impact to the City unless this contract is activated as the result of a hurricane or similar disaster. If activated, the actual cost will depend on the type of natural disaster and the amount of debris Staff authorizes the contractor to remove. All contract pay items are based on unit prices, so the City's cost will depend upon the quantity of debris actually handled or the quantity of other services performed by the contractor.

RECOMMENDATION:

It is recommended that the City Commission approve the new contract for debris removal, reduction and disposal services with Phillips & Jordan which will allow the City to obtain services for disaster related debris removal under the terms and conditions of the contract that was provided. This contract will be effective for three (3) years with two (2) subsequent one (1) year renewals with City Commission Approval.

BACKGROUND/DISCUSSION:

- A Debris removal contract has been in place since 2015 and has proven to be the best method for natural disasters and storm-related clean up.

- A request for proposals (RFP) for Disaster Debris Collection, Reduction & Disposal Services was advertised on August 22, 2024.

- A selection committee ranked the submittals in accordance with the evaluation criteria issued with the City's requests for proposals on September 6, 2024.

- Permission to enter into contracts was granted by the City Commission at the September 16, 2024 meeting.

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AGREEMENT FOR DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL

This Agreement for Disaster Debris Removal, Reduction and Disposal (hereinafter "Agreement" or "Contract") made and entered by and between Phillips and Jordan, Inc., a North Carolina Corporation registered to conduct business in the State of Florida, whose principal place of business is located at 10142 Parkside Drive, Suite 500, Knoxville, Tennessee 37922 ("Contractor") and CITY OF DELAND, a political subdivision of the State of Florida, whose address is 120 South Florida Avenue, DeLand, Florida 32720 ("City").

RECITALS:

WHEREAS, the City desires to retain the services of a competent and qualified Contractor to provide Disaster Debris Removal, Reduction and Disposal; and

WHEREAS, the City has issued Request for Proposals RFP-24-05 (the "RFP") seeking a qualified firm to perform Disaster Debris Removal, Reduction and Disposal, and has received responses from various potential vendors; and

WHEREAS, the City has determined that Contractor is fully qualified to render the required services and has otherwise selected vendor in accordance with Florida law and the City of DeLand Charter and Code of Ordinances; and

WHEREAS, it has been determined that the execution of this Agreement is beneficial to the people of City of DeLand, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and City, the parties agree and stipulate as follows:

1 PROJECT MANAGERS

The City and the Contractor shall each designate in writing from time to time a project manager which shall be that party's representative responsible to take actions relative to this Agreement on behalf of the City and the Contractor as set forth herein.

2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1 Exhibit A—Scope of Services,

2.1.2 Exhibit B—Price Sheet

2.1.3 Exhibit C – Required Forms:

Signed Proposal
Acknowledgement of Terms, Conditions & Addenda
Contractor Affidavit Regarding Scrutinized Company List

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Public-Entity Crimes Form
Foreign Influence Disclosure Form
Conflict of Interest Affidavit
Non-Collusion Affidavit
Drug-Free Workplace Form
Byrd Anti-Lobbying Amendment Certification
FEMA Provisions
Addendums
Special Conditions

3 **ORDER OF PRECEDENCE**

3.1

In the event of any conflicts or inconsistencies between any exhibit to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

3.1.1 In the event of any conflicts or inconsistencies between Exhibit A – Scope of Services and any other exhibit of this Agreement in regard to the work to be performed by Contractor, Exhibit A – Scope of Services shall be controlling.

3.1.2 In the event of any conflicts or inconsistencies between Exhibit B – Price Sheet and any exhibit in regard to the types of services to be provided under this Agreement; Exhibit B – Price Sheet shall be controlling.

3.1.3 In the event of any conflicts or inconsistencies between the Agreement and any exhibit to the Agreement in regard to all terms and conditions addressed in the Agreement; the Agreement shall be controlling.

4 **SCOPE OF SERVICES.** Contractor shall provide services under this Agreement and act as a contractor to the City in accordance with the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide Disaster Debris Removal, Reduction and Disposal Services to the City in accordance with the Scope of Services attached as Exhibit A (the "Services").

4.2 **Performance Criteria:**

4.2.1 All Services shall be performed in accordance with the Agreement and carried out under the direction of the City's Project Manager.

4.2.2 All labor necessary to complete the Services shall be performed in a good and competent workmanlike manner, in accordance with industry standards and to the satisfaction of the City.

4.2.3 Time is of the essence for all Services performed under this Agreement.

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5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Services to be provided, Contractor shall promptly confer with the City's Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Contractor shall also include the following:

5.1.1 Contractor shall keep the City informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the City.

5.1.2 Contractor covenants and agrees as follows:

5.1.2.1 That there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Services.

5.1.2.2 That Contractor recognizes that its special talent, training, and experience caused the City to select Contractor to perform the Services;

5.1.2.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;

5.1.2.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a professional in the same field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;

5.1.2.5 That Contractor shall provide all information and documentation required as part of the Services accurately with regard to the information contained therein. City's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the City is relying on Contractor's status as an industry professional in accepting such documentation.

5.2 **Supervision.** Subject to Subsection 5.1.2.4, Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor shall hire, compensate, supervise, and terminate members of its work force, and Contractor shall direct and control the manner in which Services are

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performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for Contractor's employees and/or subcontractors shall be the responsibility of Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering Services pursuant to this Agreement, except to the extent that the same are specifically set forth in the Scope of Services, Exhibit A or by State or Federal law.

5.3 **Assurance.** Subject to Subsection 5.1.2.4, Contractor gives City its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.

5.4 **Accuracy of Reports / Summaries.** Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Contractor under this Agreement. Contractor shall, without additional cost to the City, correct or revise any errors or deficiencies in its Services for which it is responsible.

5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor shall comply with the Scope of Services and all applicable laws and regulations.

5.6 **Subcontractors.**

5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any subcontractor, other person, or organization against whom the City may have reasonable objection, nor shall Contractor be required to employ any subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any subcontractor who has been accepted by the City without the City's approval.

5.6.2 **Disapproval of Subcontractors.** City's disapproval or requirement of removal or replacement of Contractor's employee or subcontractor shall be deemed for lawful reasons if in City's reasonable judgment, such Contractor's employee or subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.

5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its subcontractor(s),

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if any, and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any monies due any subcontractor, except as may otherwise be required by law.

5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every subcontractor it retains to the applicable terms and conditions of the Agreement for the benefit of the City, and shall require all subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for Contractor.

6 TERM OF AGREEMENT

6.1 The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate three (3) years from the Effective Date. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties with City Commission approval.

6.2 The Services to be rendered by Contractor shall be commenced, as specified in this Agreement or as may be requested by the City.

6.3 Effect of Expiration of Agreement. Upon expiration of the Agreement (1) no new Services shall begin; and (2) Services started prior to the expiration of the Agreement that cannot be completed until after the expiration of the Agreement shall expire on the completion date of said Services, and after all work or Services associated with said event/project have been approved and accepted by the City's Project Manager. As such the obligations entered therein by both parties under this Agreement and said Services shall remain in full force and effect until completion of all work or Services performed under this Agreement.

7 AGREEMENT PRICE AND COMPENSATION

7.1 **Payment Pursuant to Price Sheet.** Contractor shall be paid compensation for all Services. Total compensation for this Agreement shall be comprised of the total cost of all Services rendered and at the rates and other provisions set forth in Exhibit "B" – Price Sheet attached hereto and incorporated herein. The City agrees to pay Contractor in current funds, as compensation for its Services.

7.2 **Reimbursable Expenses**. City's payment to Contractor pursuant to the Price Sheet, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.

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7.3 **Payments**. Any payments shall be made in accordance with Exhibit B – Price Sheet.

7.3.1 **Approval of Payment**. If, on the basis of the City Project Manager's observation and review of Contractor's Services, the City Project Manager is satisfied that the Services has been completed and Contractor has fulfilled all of its obligations under the Agreement, the City Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the City Project Manager shall return the invoice to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor will make the necessary corrections and resubmit the invoice.

7.3.2 **Invoice Detail.** Contractor shall submit an invoice for which professional Services were rendered to the City upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by unit prices as set forth in the Price Sheet attached as Exhibit B.

7.4 **Invoices.** Invoices or payment requests shall be addressed from Contractor and submitted to the City's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes (Florida's Local Government Prompt Payment Act).

7.4.1 **Documentation.** Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the City Project Manager. City Project Manager shall review Contractor's Invoice and supporting data and notify Contractor in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.4.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit B, Contractor shall invoice City for all payments due Contractor under this Agreement. City shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the City.

7.4.3 **Withholding.** The City may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.4.4 **Payment Due.** Within forty-five (45) days of acceptance by the City Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice, subject to section 7.4.3, above.

7.4.5 **Taxes.** City is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

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7.5 **Contractor's Continuing Obligations**. Contractor's obligation to perform the Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the Agreement: approval of any progress; final payment to Contractor; documentation confirming acceptance of the Work by the City; any payment by the City to Contractor under the Agreement; any act of acceptance by the City or any failure to do so.

7.6 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Section 166.241, Florida Statutes. Termination by the City due to non-appropriation shall be without a termination charge by Contractor. The City shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in this Agreement. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the DeLand City Commission for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

8 PAYMENT OF SUBCONTRACTORS

8.1 **Payment.** Contractor shall pay its subcontractors, if any, within thirty (30) days following receipt of payment from the City for such subcontracted Services or supplies.

8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the City harmless from any and all claims and actions from Contractor's subcontractors for payment for Services provided by subcontractors for Contractor under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see the payment of any moneys due any subcontractor, except as may otherwise be required by law.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF CITY

9.1 **Indemnification**. The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

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9.2 **Sovereign Immunity**. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

The Contractor shall procure and maintain, at its own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Services under this Agreement. The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of DeLand as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation

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policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement. Subcontractor's insurance shall be the responsibility of the Contractor.

11 TERMINATION

11.1 The Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.

11.2 City may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor for convenience or non-appropriations.

Upon delivery of notice of termination from the City to Contractor, Contractor shallstop rendering Services under the Agreement on the date and to the extent specified in City's Notice of Termination.

11.3 For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 – Agreement Price and Compensation, and this Article 11 - Termination, the City shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City shall review such invoice for payment and City shall pay any undisputed amount within forty five (45) days.

11.4 With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination. City's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the City of reports, documents and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

11.5 The right of termination provided to the City and Contractor herein shall be cumulative of all other remedies available at law.

11.6 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

12 DISPUTE RESOLUTION

12.1 **Good Faith Efforts to Resolve**. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. Contractor and City Project Managers shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually

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convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.

12.2 **Informal Dispute Resolution**. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) City Work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the City) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute to the appropriate senior managers

12.4 **Formal Dispute Resolution**. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12.5 **Right to Terminate Reserved**. Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

13 CITY DATA

13.1 Contractor agrees and understands that all files and other information and data

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created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.

13.2 Upon any termination or expiration of this Agreement, Contractor, upon City's written request, shall promptly deliver, but not more than thirty (30) days after City's request, to City an extract of City's data in such format as mutually agreed upon by City and Contractor.

13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

14 LOCAL GOVERNMENT REQUIREMENTS

14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE 386-626-7132, HENNESSY@DELAND.ORG, by mail, Attn: Public Records Custodian, 120 SOUTH FLORIDA AVENUE DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the City is required to:

A. Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or

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termination of the Contract if Contractor does not transfer the records to the City.

D. Upon completion or termination of the Contract, transfer, at no cost, to the City all public records in the possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion or termination of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If Contractor receives any such request, Contractor shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify Contractor of such request, and Contractor must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. Contractor shall indemnify, defend, and hold the City harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes City to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia City on an expedited basis to enforce the requirements of this section.

14.2 **E-VERIFY.** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the

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person or entity.

The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes , as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

14.3 **SECURITY BREACH.** The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Contractor obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Contractor shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Contractor shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Contractor.

14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with

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Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the City and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by City, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The City will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the City is aware and Contractor will promptly correct such deficiencies. If the City, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the City, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the City against any and all claims, sanctions, or penalties assessed against the City, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14.6 **Drug Free Workplace.** The City of DeLand is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.

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14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

14.8 **Equal Opportunity; Disadvantaged Business Enterprises.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship.

14.9 **Public-Entity Crime Act.** Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised , which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

14.10 **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

14.11 **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, no preference

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for this contract was given based on Contractor's social, political or ideological interests. Such interests include: political opinions, speech, or affiliations; religious beliefs, religious exercise, or religious affiliations; lawful ownership of a firearm or engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition; engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking; engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph; a failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: (1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures; (2) Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; (3) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or (4) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training. By this agreement, Contractor agrees it is also prohibited from giving preference to subcontractors based on the above referenced factors.

14.12 **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

14.13 **Scrutinized Companies**.

Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Agreement amount equals or exceeds one million dollars, Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

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Contractor understands and agrees that the City may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

15 COMPLIANCE WITH 2 CFR 200 AND FEMA REQUIREMENTS

15.1 Compliance with the Contract Work Hours and Safety Standards Act.

15.1.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

15.1.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth above this section 15.1.1 the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause set forth in section 15.1.1 in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 15.1.1 of this section.

15.1.3 **Withholding for unpaid wages and liquidated damages.** The City or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 15.1.3 of this section.

15.1.4 **Subcontracts.** The Contractor or any subcontractor shall insert in any subcontracts the clauses set forth in paragraph 15.1.1 through 15.1.4 of this

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section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 5.1.1 through 15.1.4 of this section.

15.2 **Clean Air Act and the Federal Water Pollution Control Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

15.2.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

15.2.2 The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

15.3 **Suspension and Debarment**

15.3.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

15.3.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

15.3.3 This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

15.4 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (See Exhibit D).

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15.5 **Access to Records:**

15.5.1 The Contractor agrees to provide the State of Florida, City of DeLand, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

15.5.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

15.5.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15.5.4 In compliance with the Disaster Recovery Act of 2018, the City of Volusia and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15.6 **DHS SEAL, LOGO, AND FLAGS:** The Contractor shall not use the Department of Homeland Security (DHS) "DHS" seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15.7 **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15.8 **Equal Employment Opportunity Provisions:**

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the City; and refer the case to the Department of Justice for appropriate legal proceedings.

15.9 **No Obligation by Federal Government:** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Contract.

15.10 **Payment and Performance Bonds:** Contractor shall provide payment and performance bonds as required in order to comply with 2 CFR §200 and any other applicable Federal regulation.

15.11 **Domestic Preferences for Procurements:** To the extent applicable to this Agreement, Contractor shall comply with 2 CFR § 200.322 - Domestic preferences for procurements. To the greatest extent possible, Contractor shall purchase, acquire, or use of goods, products, or materials produced in the United States.

15.12 **Program Fraud and False or Fraudulent Statements or Related Acts:** The

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Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16 MISCELLANEOUS PROVISIONS

16.1 **Independent Contractor.** Contractor shall provide the services required herein strictly in an independent contractor relationship with the City and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the City. Nothing herein shall create any association, partnership, joint venture or agency relationship between Contractor and the City. The City shall not provide vehicles or equipment to Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Contractor is not exclusively bound to the City and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Contractor or for such entities will not conflict or otherwise interfere with Contractor's provision of Services to the City under this Agreement.

16.2 **Other Agencies.** Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.

It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to Contractor.

16.3 **Third Party Beneficiaries.** Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

16.4 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Contractor shall have no more than thirty (30) calendar days to present or file any claims against the City concerning the Agreement. After that period, the City will consider Contractor to have waived any right to claims against the City concerning the Agreement.

16.5 **Safety.** Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Contractor shall indemnify and hold harmless the City from and against all liabilities, suits, damages, costs, and expenses (including

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attorney's fees and court costs) which may be imposed on the City because of Contractor, Subcontractor, or supplier's failure to comply with the regulations.

16.6 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties designate the following:

In the case of City:	**with a copies of legal notices to:**
City of DeLand Attn: Public Works Director Address: 120 South Florida Avenue DeLand, Florida 32720 Phone: 386-626-7194	**City of DeLand** Attn: City Attorney Address: 120 South Florida Avenue DeLand, Florida 32720 Phone: 386-626-7118
In the case of Contractor:	**with a copy of legal notices to:**
Phillips and Jordan, Inc. Attn: Brian Smallwood Address: 10142 Parkside Drive, Suite 500 Knoxville, Tennessee 37922 Phone: 865-688-8342	**Phillips and Jordan, Inc.** Attn: CT Corporation System Address: 1200 S. Pine Island Road Plantation, FL 33324 Phone: 865-688-8342

16.7 **Assignment**. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining the City's prior written consent, which consent the City may withhold, limit and/or condition in the City's sole discretion, including, but not limited to, requiring Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the City under this article shall be by written amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall provide the City with a written request for City's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the City assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle Contractor to the City's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the City to waive its rights under this Section but no waiver shall be granted by the City without a written and duly executed amendment to the Agreement.

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16.8 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

16.9 **Audit Right and Retention of Records.** The City shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Agreement, require its subcontractors to agree; (i) to the requirements and obligations of this Article 16.9 – Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Knoxville, TN. Nothing in this Article 16.9 – Audit Right and Retention of Records shall require Contractor to violate any laws applicable to Contractor as a provider of Disaster Management Services.

16.10 **Location of City Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any City Data outside the territorial limits of the United States of America, without the written approval of the City.

16.11 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to City or specified in the Scope of Services, and City must grant approval before any such initial personnel or change or substitution can become effective. City agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) City work Days after such injury or illness, or from the date of departure from employment or of death. Contractor

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shall obtain prior written approval of the City Project Manager to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the City Project Manager with such information as necessary for City to evaluate the new key personnel. In the event the City Project Manager has reasonable objections to any replacement of key personnel, City shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with City. If City thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give City as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide City with at least thirty (30) days' notice of changes to Contractor's Project team participants. Contractor agrees to provide City with resumes of new Project team participants and City may choose to interview new Project team members.

16.12 **References to City or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference City in Contractor's website, and/or press releases, and, may not place City's name or logo on Contractor's website or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by City. Further, Contractor agrees that it may not use City's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without City's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

16.13 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

16.13.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

16.13.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in

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reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

16.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

16.14 **Bankruptcy Rights of City.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to City are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefor, licenses to rights to "intellectual property" as defined in the Code. The parties agree that City, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, City shall be entitled to retain all of its rights under this Agreement.

16.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless City or Contractor elects to terminate this Agreement.

16.17 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and City. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

16.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and the City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

16.19 **Prior Agreements.** This document represents the final and complete understanding

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of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Disaster Management Services on the date last written below.

Attest:

_____
Julie A. Hennessy
City Clerk - Auditor

CITY OF DELAND, FLORIDA

BY:_____
Christopher M. Cloudman
Mayor-Commissioner

Date: _____

Phillips and Jordan, Inc.

DocuSigned by:
BY: Morgan Pierce
Morgan Pierce, President

Date: 11/20/2024

EXHIBIT
A

DISASTER DEBRIS COLLECTION, REDUCTION & DISPOSAL SERVICES
RFP-24-05
SCOPE OF SERVICES AND SPECIFICATIONS

A. BACKGROUND

Contractor(s) selected by the City shall support The City in the collection and processing of debris resulting from, but not limited to, catastrophic events such as tornadoes, hurricanes, and floods. The Scope of Work on a Contract resulting from this solicitation will generally include:

a. Debris removal operations from residential public and private streets (with City approval), roads and Right-of-Ways, public properties and facilities and delivery of debris to Temporary Disaster Debris Management Sites (DDMS) or authorized landfills;
b. Set-up and operation of DDMS, including daily operations and reclamation of the sites to pre-storm condition or as directed by the City; and
c. Processing, loading, and hauling material from DDMS to the final destination for disposal or beneficial use.

The City does not guarantee a Contractor will be activated if awarded a Contract. The Contract will be a contingency Contract that will be activated through a Notice to Proceed (NTP) only in the face of an emergency. As such, no compensation will accrue to the Contractor unless and until the Contract is activated either in anticipation of a natural disaster or immediately after such disaster.

The City's goal is to complete the debris removal and disposal process from a natural disaster in no more than 120 days. This assumes that the entire area of the City will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the City simultaneously immediately after a storm. The tasks and responsibilities described in this Scope of Work are in addition to those listed in the Contract.

B. PROJECT MANAGEMENT

City Contract Administration

1. The City's Public Works Director (Director) or designee will direct the disaster debris removal and disposal operations under any Contract resulting from this Disaster Debris Collection, Reduction, and Disposal solicitation.
2. At the City's direction the Contractor may be required to be under the direction of the City's Disaster Recovery Management Consultant (DRMC).

Contractor's Management Responsibilities

1. The Contractor, in responding to this solicitation, confirms it has an established management team and established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects to efficiently remove large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris.

2. The Contractor submits they have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major

recovery operation prior to the initial City payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.

3. For each Notice to Proceed, the Contractor shall review the contract to compare and report, in writing any conflicts, errors, ambiguity, or discrepancy that Contractor may discover and shall obtain a written interpretation or clarification from the City before proceeding with any Work affected.

4. The Contractor must be duly licensed to perform the Work in accordance with the State of Florida statutory requirements. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall be responsible for determining what permits and licenses are necessary to perform under the Contract. Copies of all permits shall be submitted to the Director prior to beginning work.

5. The Contractor shall perform all work in accordance with the Federal Emergency Management Administration (FEMA) guidelines in order to maximize recovery of reimbursable expenses by the City. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. If requested by the City, the Contractor shall accompany and assist the City in assessing and preparing initial estimates of debris volume and damage assessment reports for submittal to FEMA and/or the Florida Division of Emergency Management (FDEM).

6. Each Contractor will serve as a General Contractor for the purpose of debris removal and disposal operations and will be able to use his/her own and subcontractor resources to meet the obligations of the Contract. It is anticipated that the Contractor will use both local and non-local subcontractors. Notwithstanding, the Contractor will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.

7. The Contractor shall assign a Project Manager (PM) to the City to serve as the principal liaison between the Director or designee and the Contractor's forces. The assigned PM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the Contractor.

8. The PM shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall have electronic linkage capability for transmitting and receiving relevant contractual information and shall plan for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities.

9. The PM will report to the Director. This position will not require constant presence; rather the PM will be required to be physically capable of responding to the Director or designee within one hour of notification. The PM will participate in daily meetings, functioning as a source to provide essential information regarding the status of operations. The PM shall provide up-to-date information to the City's Public Information Officer (PIO) for public announcements concerning debris collection schedules, project details, safety requirements, and other information necessary for the proper conduct of operations.

10. The PM shall be responsible for acquiring, supervising, and directing the Work, using skilled labor and proper equipment for all tasks.

Notice to Proceed

1. Specific work authorization by the City will be through a written Notice to Proceed (NTP) which will define the Project Area boundaries, Work Zones and the work to be accomplished.

The NTP may be amended in writing as needed to accomplish the goal of efficient debris collection and removal.

Work Plan

1. The Contractor will develop a Work Plan for acceptance by the City prior to the commencement of the Work. The Work plan must describe the Contractor's proposed means, methods, and sequencing of the Work outlined in this Scope of Work and shall include, at a minimum:
    a. Contractor's key staff, their responsibilities, and means of communicating with the key staff including their cellular phone and email addresses. Personnel shall be sufficiently familiar and experienced with the Contractor's personnel, equipment, and methods of operation to make key and timely decisions so that the debris removal operation proceeds in an efficient, well-coordinated manner.
    b. Contractor's Project Manager and substitute personnel who will be authorized to act on its behalf
    c. Contractor's subcontractors and the areas of the Work that each subcontractor will execute,
    d. Contractor's personnel responsible for resolving all claims of damage including all contact information, a list of the equipment that will be used for the Project,
    e. A description of procedures that will be followed by the contractor to document all Work efforts,
    f. A proposed progress schedule indicating the number of days for execution and completion of all areas of Work
    g. A traffic control plan
    h. A list of any items or decisions that are needed by the Contractor from the city to complete the Work in accordance with the requirements of the Contract Documents.
2. Contractor cannot amend or modify the Work Plan nor commence with any modifications to the Work without the prior acceptance of the proposed amendments by the City.

C. DEBRIS COLLECTION & DISPOSAL OPERATIONS

General

1. Contractor will be responsible for debris collection, removal, and disposal from the Project Area. The Project Area will be subdivided into Work Zones to aid in the scheduling of debris collection and removal efforts. The City will prescribe the specific schedule for debris removal to be used after ascertaining the scope and nature of the disaster's impacts in consultation with the DRMC and Contractor. The general concept of debris removal operations includes multiple, scheduled passes of each Work Zone.
2. The debris removal and disposal work shall consist of clearing and removing disaster generated debris as directed by the Director or designee and may include:
    a. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways
    b. Clearing debris from residential, private (with City approval) and public road Right-of-Ways and public properties

c. Loading the debris from roads and Right-of-Ways
d. Hauling the debris to an approved DDMS or an authorized landfill
e. Offloading the debris at the DDMS or at an authorized landfill

3. The City intends to provide emergency road clearing using its own forces. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner. Therefore, from 0-72 hours following such a disaster, the Contractor, as directed by the City, may be tasked with assisting City with emergency road clearing services.
4. Emergency road clearing service is to be considered a supplemental and optional service. It is anticipated that debris clearance activities if needed, would be paid on an hourly basis for equipment and labor. These services may include:
    a. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways
    b. Perform emergency removal of debris if needed for life-saving measures
5. For emergency road clearing, the Contractor shall "cut and toss" debris to road shoulders. "Cut and toss" is defined as "the minimum actions necessary to clear the road, within the roadway boundary, for use by emergency crews." Contractor shall minimize damage to the road shoulder, curb and gutter, and sidewalks. Contractor shall avoid and minimize placing materials in adjacent ditches or drainage structures (or blocking driveways, mailboxes).
6. Prior to the commencement of any emergency clearance work, the City shall identify the sequencing for clearance work and the Contractor shall provide a schedule for the execution and completion of all such Work for acceptance by the City.
7. Unless otherwise directed by the City, eligible debris removal will generally be limited to vegetative debris and construction and demolition debris in, upon, or brought to City or participating municipality residential streets and roads, Right-of-Ways, public properties and facilities (this includes debris from customers assessed for residential solid waste collection services by the City).
8. The contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the City's Debris Management Plan. Disposal of debris will be at a DDMS, permitted landfill, or other waste management site approved by the City. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all DDMS.
9. The Contractor shall not solicit work from private citizens or others to be performed in the designated Project Area during the period of this Contract. Under no circumstance will the Contractor mix debris hauled for others with debris hauled under this Contract. Failure to comply will result in no payment to Contractor and the operator and the vehicle will be declared ineligible to provide any additional emergency debris collection services.
10. The City will conduct daily meetings with Contractor and other officials to update the progress of Work and discuss issues.

Mobilization

1. When a major disaster occurs or is imminent, the City will contact the Contractor to advise them of the City's intent to activate the Contract(s). This will serve to activate the lines of communication between the Contractor representatives and the City.

2. The City will issue a Notice to Proceed (NTP) which will authorize the Contractor to send a Project Manager to the City within 24 hours of receiving such notice to meet with the Director and begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This NTP will also direct the Contractor to execute the required Performance and Payment Bond. The Contractor should anticipate receiving this NTP 24 to 72 hours after the landfall of the hurricane. The Contractor shall commence mobilization immediately upon receipt of the NTP and shall meet the following minimum progress patterns:
    a. Within 24-hours of NTP: Contractor will establish an operations center (Center) in the City to maintain continuous communications with all of the Contractor's ancillary sites and facilities, work crews, other key response and recovery groups involved in the Project, and City personnel, and if directed, the City's Disaster Recovery Management Contractor (DRMC)
    b. Within 48-hours: Contractor shall begin collection activity within the assigned Work Zone(s)
    c. Within ten (10) calendar days: Contractor shall provide equipment sufficient to collect a minimum of 5,000 cubic yards of debris per day. Failure to provide sufficient equipment and labor necessary to collect the required amount may result in the City entering into a separate Contract with another contractor for collection services

Hours of Operation

1. The contractor is authorized to collect debris during daylight hours (sunrise to sunset), seven (7) days per week.
2. Any deviations from the schedule will require City approval.

Equipment and Vehicle Certifications

1. All trucks and equipment used to perform Work must comply with all applicable federal, state, and local rules and regulations.
2. The City or DRMC shall complete truck certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris in accordance with FEMA guidelines. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the City or DRMC. Each operator shall keep City certification with them at all times. The City reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retroactive to the initial load, and the total volume adjusted accordingly.
3. Prior to commencing operations, the City or DRMC shall affix to each piece of equipment, placards or signs indicating the Contractor's name, Owner/Operator's name, and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. The maximum volume of any load bed shown on the placards affixed to each piece of equipment shall be the same as the reported maximum measured volume on the truck certification.

4. Any and all unapproved changes to placard will result in no payment to Contractor and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.
5. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the City Inspector or monitoring firm.
6. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment.

Segregation of Waste

1. Curbside segregation of debris and disaster-generated or related wastes is an element of the city's disaster recovery program. The Contractor will be required to aid in the segregation and waste stream management processes.
2. Putrescible residential garbage, white goods, and furniture will be collected by City's franchise waste hauler and are not considered eligible debris and are not to be collected or transported by Contractor forces unless expressly authorized by the City. White goods and furniture may be delivered to a DDMS or landfill if approved by the City.

Vegetation, Construction, & Demolition Debris

1. It is the City's goal to ensure that vegetation and construction/demolition debris remain separate. Mixing of loads by the Contractor at the road Right-of-Way will not be permitted unless expressly authorized by the City.
2. Any waste, other than vegetation or construction and demolition debris, i.e. household hazardous waste (HHW), hazardous waste, biohazardous waste, dead animals, etc. encountered by the Contractor is to be set aside and not collected unless specifically authorized by the City.

Hazardous Waste & Biohazardous Waste

1. Typically, household hazardous waste, hazardous waste, and biohazardous waste disposal shall be the responsibility of the generator. However, if determined by the City to be necessary to protect the public health and safety, the City may authorize the Contractor to collect these wastes and transport them to a designated site for temporary storage prior to disposal. The Contractor shall provide copies of all hazardous waste and biohazardous waste licenses, certifications and permits necessary for handling such wastes prior to undertaking this work.
2. The Contractor shall identify locations in the public Right-of-Way with suspected HHW, hazardous or biohazardous waste, secure the sites by placing stakes and flagging tape around the area where the waste has been identified, notify the City and obtain authorization from the City to remove such waste.
3. The Contractor shall transport hazardous waste to an approved DDMS or an authorized landfill or another facility designated by the City.
4. Contractor is strictly prohibited from bringing any hazardous or biohazardous wastes to any temporary debris-processing site or solid waste disposal facility without prior authorization from the city.

Sand/Sediments

1. The Contractor is responsible for collecting debris-laden sand and other sediments from Rights-of-Way and roadways only as directed by the City and transporting the debris-laden sand to a DDMS.
2. Contractor shall screen sand using equipment designed with a heavy-duty grid and screens to filter and remove all debris larger than 1/4 inch in diameter.
3. Contractor shall stockpile and segregate all screened sand at the DDMS and stabilize, maintain and protect such sand stockpiles from contamination until the clean sand material is removed by the City. The Contractor is also responsible for ensuring that sand is not removed from the stockpiles by wind erosion, water erosion, or other means.
4. At the direction of the City, the Contractor shall remove other sediments (e.g. sand, gravel, clay, and other materials not suitable for return to their place or origin) from Rights-of-Way, roadways, and public property. The Contractor will haul these materials to spoil areas designated by the City.

Collection of Debris

1. The Contractor shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractors.
2. The Contractor shall remove vegetative and construction and demolition debris from public property and public Rights-of-Way within the Project Area within City Limits to temporary DDMS or authorized landfill as designated by the Director.

Private Property

1. Contractor will not proceed onto or collect debris from private property unless directed to do so by the City.
2. Should the City deem a disaster event to be of such magnitude that pick-up on the public right-of-way is not practical or sufficient to eliminate immediate threats to public health and safety, the Contractor may be directed by the City to collect debris from private property.
3. Contractor will assist the City in obtaining rights-of-entry, hold harmless consents, and insurance information from property owners prior to entry onto private property.
4. When directed by the City, the Contractor will load and haul destroyed vehicles to a holding area designated by the City. Once delivered, final resolution will be negotiated between the City and respective insurance companies.

Work Zones

1. The Contractor shall not begin collection of debris within a Work Zone without a City or DRMC loading site monitor present.
2. The Contractor shall not move from one designated Work Zone to another without prior approval from the Director or designee. Contractors and/or subcontractors that move to a Work Zone without prior City approval may be terminated immediately.
3. The City reserves the right to relocate Contractor to another Project Area based on need and ability to perform required work at an acceptable level. The City reserves the right to immediately terminate Contractor and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the City.

4. The Contractor's drivers will be given electronic or paper load tickets at the loading site by the City's or DRMC's loading site monitor for each load delivered to the DDMS. Debris hauled to a DDMS will require a valid load ticket.

Securing Debris

1. The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport.
2. Tarps or other coverings shall be provided by the Contractor to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any City approved DDMS which may result in non-payment to Contractor.
3. Cyclone fence may be used as temporary tailgates if they comply with the following specifications, however, truck may incur an automatic capacity deduction per FEMA guidelines:
    a. Fencing must be permanently attached to one side of the truck bed
    b. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire
    c. Fencing must extend to the bottom of the bed
    d. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations
    e. Solid iron metal bars must be secured to both sides of the fencing

Safety, Maintenance, & Protection of Traffic

1. Safety of the Contractor's personnel and equipment is the responsibility of the contractor.
2. The Contractor shall develop a traffic control plan along potential haul routes and at debris management and disposal sites. The plan shall be approved by the Director.
3. The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the Project Area as necessary.
4. All streets and travel ways shall remain open to the passage of vehicular and pedestrian traffic during the prosecution of the Work unless prior written consent is obtained from the City and the governing body having jurisdiction over the street or travel way.
5. In order to maintain effective traffic control and warn of hazards, Contractor shall provide all necessary signs, signals, barricades, flares, lights, other devices, and personnel and be responsible for the maintenance of all such devices. The Contractor shall ensure that all equipment is in place and in good condition.
6. Maintenance and protection of traffic shall be provided in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and any provisions contained in the plans or the contract documents in areas affected by the Contractor's operations.
7. The correct sequence and spacing of signs, either permanent or temporary must be maintained at all times in accordance with MUTCD. All signs, including guide signs, shall indicate actual conditions at all times. The traffic maintenance schemes shown in the MUTCD describe the minimum methods and control devices necessary. The City may order

additional devices, the immediate covering, movement, removal, or change of any device, and/or may order additional methods to meet field conditions.

8. Contractor shall provide and maintain safe and adequate ingress and egress to and from intersecting highways, homes, and commercial establishments to the satisfaction of the City.
9. When crossings, obstructions, or the temporary closures of streets or travel ways are required, the Contractor shall provide and maintain suitable bridges, detours, or other temporary measures, all of which must be to the satisfaction of the City, for the accommodation of traffic.
10. Unless otherwise agreed to or specified, the Contractor will provide the City and any affected party a minimum of 48-hours advance notice of any operations that will impact police, fire, and other emergency response operations.
11. Unless otherwise agreed to or specified, the Contractor will provide the City and any affected party a minimum of 24-hours advance notice of any operations that will impact owners and tenants of private properties for a period of two or more hours.
12. The Contractor shall remove temporary equipment and facilities when no longer required, and restore the area to original or specified conditions upon removal.
13. The duration of the operation shall be for the minimum time practical. Traffic shall be restored as soon as the street or travel way is safely passable.

Parking Control

1. Contractor shall control all Contractor-related vehicular parking so as to not interfere with public traffic and parking, access to emergency vehicles, the City's operations, or Work operations.
2. Contractor shall coordinate with the City to provide temporary parking facilities for the public as Work operations dictate.
3. Contractor shall provide parking areas for workers' private vehicles that comply with applicable laws, regulations, codes, and ordinances.
4. Contractor shall ensure free vehicular access to and through the parking areas.
5. Contractor shall not permit parking on or adjacent to access roads or in non-designated areas.

Haul Routes

1. Contractor shall consult with governing authorities and establish thoroughfares, which shall be used as haul routes and DDMS access.
2. Contractor shall confine the prosecution of the Work to designated haul routes.
3. Contractor will be required to provide traffic control at critical points of haul routes to expedite traffic flow and minimize interference with normal public traffic.

D. TEMPORARY DISASTER DEBRIS MANAGEMENT SITE OPERATIONS

General

1. The City will make every effort to identify strategically located temporary DDMS throughout the City prior to a natural disaster. Depending upon the severity of the natural disaster, additional temporary DDMS will be identified as needed. The locations of City landfills and publicly owned sites currently under consideration as DDMS are shown below in the section "Temporary Disaster Debris Storage Sites".

2. Locations of any additional DDMS will be approved by the City. The CONTRACTOR shall use only DDMS approved by the City and FDEP.
3. The City plans include the use of two types of Temporary Disaster Debris Management Sites (DDMS):
    a. Vegetative DDMS will be devoted to the temporary storage of clean vegetative debris, and reduction by grinding only. The City expects the material to be recycled and/or beneficially once grinded
    b. Construction & Demolition (C&D) DDMS may be required depending upon the size and type of devastation to the City with separate C&D and mixed debris staging areas. The City requests that Contractor implement recycling and/or reduction programs to minimize the quantity of construction debris material to be landfilled
4. The Contractor shall manage and operate the DDMS. Only debris authorized to be collected and hauled from the Contractor's Project Area shall be accepted at the DDMS. The public will not be permitted to use these sites.
5. The City or participating municipality may also establish designated homeowner drop-off sites within the Project Area for the convenience of the residents. The Contractor will be responsible for removing all eligible debris from those sites at the direction of the Director or designee.
6. Contractor shall provide all necessary labor, materials, and equipment to process, load, and haul mulch and construction and/or mixed debris from DDMS to the final destination for disposal as directed by the City. The work shall consist of performing debris reduction by grinding, mulching of storm-generated debris as directed by the City.
7. The City reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the City. All mulch, wood chips, construction and/or mixed debris shall be disposed of or put to beneficial use in accordance with all local, State of Florida and federal guidelines.

Temporary Debris Site Management Plan

1. The Contractor shall provide a Site Management Plan to the Director. The plan shall be drawn to a Scale of 1" = 50' and address the following functions:
    a. Access to site
    b. Site preparation -clearing, erosion control, and grading
    c. Traffic control procedures
    d. Safety
    e. Segregation of debris
    f. Location of inspection tower, sanitary facilities, debris storage area, mulching operations area, hazardous material containment area, Contractor work area,
    g. Location of existing structures or sensitive areas requiring protection

Temporary DDMS Set Up

1. All pre-storm identified DDMS sites shall be set up according to the Plan, opened by the Contractor and operational within 24-hours after receiving approval from the City to operate the debris site; or within 72-hours for post-storm identified DDMS sites.
2. The City shall take photographs of the site prior to set-up and operations to document the condition of the site prior to use and as basis for site restoration.

3. The Contractor shall set up an Inspection Tower for City monitor(s). The tower shall have a roof for rain and sun protection with a minimum of 6'-6" of headroom, and be of sufficient size to support a minimum of three (3) inspectors and of adequate height to measure all incoming trucks. The Contractor may use OSHA approved scaffolding towers or scissor lifts.
4. Each DDMS shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly.
5. The Contractor will set-up a lined containment area and separate any HHW inadvertently delivered to a DDMS.
6. The Contractor shall assign a DDMS foreman to direct DDMS operations. The foreman is responsible for the management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
7. Contractor shall maintain all temporary debris-processing sites in accordance with all local, state, and federal rules and regulations including requirements for erosion control, storm water management, and fire control.
8. Contractor shall provide a water truck, or other approved means for applying water to site surface and debris piles to minimize fugitive emissions.
9. Only the Contractor's vehicles and others specifically authorized by the City will be allowed to use the DDMS. Only one (1) level of subcontractor will be allowed to operate the site. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate DDMS.

Temporary DDMS Services

1. The Contractor is responsible for all debris management activity at DDMS operated by their subcontractor and who must have an employee on site at all times debris is being loaded or unloaded, moved, or reduced to oversee daily operations.
2. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
3. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.
4. The City may inspect each load to verify the contents are considered eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at a landfill or another approved facility. The Contractor will not invoice the City for such loads. No payment will be made for ineligible loads.
5. The City or the City's Agent shall make load calls and will be responsible for determining cubic yards of material brought to the site by the Contractor's certified trucks.
6. The City's DDMS monitor will issue load tickets and provide a copy of each load ticket or disposal ticket indicating the measured quantity of the load to the driver operating each of the Contractor's trucks. The City DDMS monitor will retain one copy of the load ticket.
7. Material entering a DDMS shall be deposited in manageable piles; different types of debris shall be kept in separate piles. Contractor shall be responsible for inspection and maintenance of each pile to ensure traffic maneuverability and ease of load dumping, access to the piles by emergency vehicles and personnel in case of fire or other emergency, and relocation of all loads not dumped in the appropriate locations or that result in the mixing of once separated debris at

no additional charge to the City. The Contractor shall perform the inspection and necessary maintenance a minimum of once per operating day.

8. Contractor shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into a solid waste container for collection and disposal at a solid waste landfill or transfer station.
9. Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site. The entrance roadway and surrounding area within 1/2 mile of the site's entrance shall be kept free of debris by the Contractor.

Processing, Loading and Hauling Material

1. The Contractor shall provide all necessary labor, material and equipment to process, load and haul mulch/wood chips and construction and demolition debris or mixed debris from DDMS to final destination in Volusia County for disposal or beneficial use as directed by the City. The City reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the City.
2. Contractor shall reduce large stumps to a size capable of being processed by the Contractor's grinding equipment. All vegetative debris at each DDMS must be processed.
3. The Contractor shall begin grinding vegetative debris within 7 calendar days of notification by the City and shall begin removing mulch/wood chips within 28 calendar days of date mulching begins. The Contractor shall begin removal of construction and demolition debris and mixed debris from DDMS to an approved final destination within 60 days of site opening date.

Mulching/Grinding

1. Contractor will only mulch/grind clean vegetation that contains less than 10% contaminants and no plastics.
2. The grinding must produce a mulch product with ninety-five (95%) of its final particle size less than three (3) inches in its longest diameter.
3. Contractor will place mulch in piles no greater than 15 feet high. An adequate fire lane shall be provided between piles to permit access by water trucks or firefighting equipment as necessary. Once the mulch has been transported to a designated facility within Volusia County, it becomes the responsibility of the City for further resolution.

Recycling

1. The Contractor is encouraged to recycle materials in accordance with local, state, and federal regulations.
2. Any efforts to segregate recyclable materials and the potential economic return are at the discretion of the Contractor.

Removal

1. The Contractor shall notify the City three (3) days in advance of removal of mulch/wood chips, C&D or mixed debris from DDMS to final disposal site.
2. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and federal guidelines.

3. Any accumulations of HHW inadvertently delivered to a DDMS shall be transported to a Household Hazardous Waste Collection Center under the direction of the Director or designee.

DDMS Reclamation

1. At the completion of the Work, Contractor shall remove all garbage, waste materials, rubbish, debris, contaminated soils, etc. from and about the DDMS, as well as all tools, appliances, equipment and machinery.
2. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Such restoration may include grading of the site to pre-use condition, and seeding and mulching of the exposed areas per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, January 2018, Section 570-Performance Turf, or paving as deemed necessary by the City.
3. Contractor may use screened soils that are free of contaminants for site restoration.
4. The City shall determine the acceptability of the restoration upon inspection by the Director or designee.

Temporary Disaster Debris Storage Sites

1. Site Name: ISB Disaster Debris Staging Area-101905
   Address: 761 E International Speedway Blvd., DeLand, FL 32724
2. Site Name: Flightline Disaster Debris Management Site-107051
   Address: 810 Flightline Blvd., DeLand, FL 32724

E. PAYMENTS

1. The City will determine the actual quantities and classifications of Unit Price Work performed by Contractor by measuring all loads brought by the Contractor to each DDMS or solid waste disposal facility.
2. Payment for debris collected, hauled, processed and disposed will be based on the quantity of debris hauled to the DDMS or landfill in cubic yards as recorded on the electronic or paper load ticket.
3. In accordance with FEMA requirements, payment will be made against the Contractor's invoice once the City and Contractor load tickets and/or scale tickets match. Load tickets not properly completed may not be paid until corrected. The Prompt Payment Act date calculation will be restarted with the corrected load tickets.
4. The Contractor will not be compensated for disposing of any material not defined as eligible debris.

F. TERMINATION

1. Contractor may be immediately terminated and not paid for the following:
   a. Collection of any non-eligible debris
   b. Moving to another designated Work Zone without prior City approval
   c. Failure to provide service in accordance with guidelines set forth by FEMA and the City

d. Soliciting work from private citizens or others to be performed in the designated Project Area during the period of this Contract
e. Alteration of placards placed on certified trucks and/or trailers
f. Alteration of certified trucks and/or trailers without prior approval, re-measurement and re-certification by City

G. DISPUTES & DAMAGES

1. Any disputes regarding the performance of the Contractor will be presented to the Public Works Director or designee for review. The Director or designee shall conduct a complete review and make determination within three (3) calendar days. Decisions of the Director or designee shall be final.
2. The Director, or designee, shall forward all claims of damage to the Contractor daily. Contractor must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days, unless otherwise approved by the City.
3. Mailboxes must be repaired or replaced within two (2) calendar days.
4. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided, the Director may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Director for review. The decision of the Director will be final.
5. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the City.
6. The City shall have the right to correct for Contractor's default or under-performance by any means it deems in its best interest.

EXHIBIT
B

RFP-24-05 PRICE SHEET

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE		
Tipping Fees will not be included in the Price Schedule*		
1	**Eligible ROW Vegetative Debris Removal** Work consists of collection & transportation of Eligible vegetative debris on the ROW to a City approved DMS location or City Designated Final Disposal Site. Mileage is based on one-way haul distance.	Price Per CY
	0 - 14.99 miles	$7.95
	15 - 29.99 miles	$8.45
	30 miles or greater	$11.45
2	**Eligible ROW C&D Debris Removal** Work consists of the collection & transportation of Eligible C&D debris on the ROW to a City Designated Final Disposal Site. Mile is based on one-way haul distance	Price Per CY
	0 - 29.99 miles	$9.45
	30 - 59.99 miles	$11.45
	60 - 89.99 miles	$13.95
	90 miles or greater	$15.00
3	**Eligible Demolition, Removal, Transport, & Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, & disposal of Eligible Non-RACM Structures on the public or private property and hauling the resulting debris to City Designated Final Disposal Site. Mileage is based on the one-way haul distance.	Price Per CY
	0 - 29.99 miles	$16.45
	30 - 59.99 miles	$18.45
	60 - 89.99 miles	$20.95
	90 miles or greater	$22.00
4	**Eligible Demolition, Removal, Transport, & Disposal of RACM Structures** Work consists of the decommissioning, demolition, & disposal of Eligible RACM Structures on the public or private property and hauling the resulting debris to City Designated Final Disposal Site. Mileage is based on the one-way haul distance.	Price Per CY
	0 - 29.99 miles	$18.45
	30 - 59.99 miles	$20.45
	60 - 89.99 miles	$22.95
	90 miles or greater	$24.00
5	**DMS Management & Reduction of Through Grinding**	Price Per CY
	Work consists of of management & operation of DMS locations for the reduction of Eligible disaster related debris through grinding.	$3.85
6	**DMS Management & Reduction of Through Air Curtain Incinerators**	Price Per CY
	Work consists of of management & operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration.	$2.95

7	**DMS Management & Reduction of Through Controlled Open Burning**	Price Per CY
	Work consists of of management & operation of DMS locations for the reduction of Eligible disaster related debris through controlled open burning.	$2.75
8	**Haul-out of Reduced Eligible Debris to a City Designated Final Disposal Site**	Price Per CY
	Work consists of loading & transporting reduced Eligible disaster related debris at City approved DMS location or a City Designated Final Disposal Site. Mileage is based on one-way haul distance.	
	0 - 14.99 miles	$4.25
	15 - 29.99 miles	$5.95
	30 - 44.99 miles	$6.95
	45 - 59.99 miles	$7.95
	60 - 74.99 miles	$9.45
	75 - 99.99 miles	$11.00
	100 miles or greater	$13.25
9	**Removal of Eligible Hazardous Leaning Trees & Eligible Hanging Limbs**	Price Per Tree
	Work consists or removing Eligible hazardous leaning trees or hanging limbs & placing them on the safest possible location on the City ROW for collection under the terms & conditions of scope of services.	
	6 in. - 12.99 in. diameter Eligible Leaning Tree	$95.00
	13 in. - 24.99 in. diameter Eligible Leaning Tree	$150.00
	25 in. - 36.99 in. diameter Eligible Leaning Tree	$275.00
	37 in. - 48.99 in. diameter Eligible Leaning Tree	$395.00
	49 in. and larger diameter Eligible Leaning Tree	$425.00
	Removal of all Eligible Hanging Limbs (per tree)	$85.00
10	**Removal of Eligible Hazardous Stumps**	Price Per Stump
	Work consists of removing Eligible hazardous stumps & transporting resulting debris on the ROW to a City approved DMS location or City Designated Final Disposal Site.	
	24.1 in. - 36.99 in. diameter Eligible Stump	$325.00
	37 in. - 48.99 in. diameter Eligible Stump	$425.00
	49 in. and larger diameter Eligible Stump	$495.00
11	**Eligible Household Hazardous Waste Removal, Transport, & Disposal**	Price Per Gallon
	Work consists of the removal, transportation, & proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	$24.00
12	**Eligible ROW White Goods Debris Removal (Collect & Haul)**	Price Per Unit
	Work consists of the removal of Eligible white goods from the ROW to a designated City approved DMS location. The Contractor shall also be responsible for the transportation of the Eligible white goods from the designated City approved DMS location to a City designated facility for recycling.	

	Refrigerators & freezers requiring refrigerant recovery & decontamination	$80.00
	Washers, dryers, stoves, ovens, AC units, & hot water heaters	$65.00
	Eligible E-Scrap Item Removal	Price Per Unit
13	Work consists of the recovery & recycling of Eligible E-Scrap such as televisions, computers, computer monitors, & microwaves unless otherwise specified in writing by the City.	$45.00
14	**Eligible Dead Animal Carcasses**	Price Per Pound
	Work consists of the recovery & disposal of dead animal carcasses	$2.00

SCHEDULE 2 - HOURLY EQUIPMENT & LABOR PRICE SCHEDULE

	EQUIPMENT TYPE WITH OPERATOR	Hourly Rate
1	Air Curtain Burner (Self-Contained System)	$295.00
2	Bobcat Loader	$120.00
3	50' Bucket Truck	$170.00
4	Crash Truck w/Impact Attenuator	$135.00
5	Dozer, Tracked, D4, or Equivalent	$125.00
6	Dozer, Tracked, D6, or Equivalent	$130.00
7	Dozer, Tracked, D7, or Equivalent	$135.00
8	Dozer, Tracked, D8, or Equivalent	$140.00
9	Dump Truck, 10 CY - 17 CY	$95.00
10	Dump Truck, 18 CY - 20 CY	$100.00
11	Dump Truck, 21 CY - 30 CY	$105.00
12	Generator, 16 - 100 kW, List kW Capacity	$125.00
13	Generator, 210 - 350 kW, List kW Capacity	$325.00
14	Generator, 1,100 - 2,500 kW, List kW Capacity	$475.00
15	Light Plant w/Fuel & Support	$30.00
16	Grader w/12' Blade	$95.00
17	Hydraulic Excavator, 1.5 CY	$130.00
18	Hydraulic Excavator, 2.5 CY	$130.00
19	Knuckle Boom Loader	$145.00
20	Lowboy Trailer w/Tractor	$110.00
21	Mobile Crane (up to 15-ton)	$95.00
22	Pump, 40 - 140 HP (minimum 25' intake and 200' discharge to include fuel & support personnel)	$100.00
23	Pump, 200 - 350 HP (minimum 25' intake and 200' discharge to include fuel & support personnel)	$200.00
24	Pump, 500 - 650 HP (minimum 25' intake and 200' discharge to include fuel & support personnel)	$395.00
25	Vac Truck (Mist Capacity), List Capacity	$225.00
26	Pickup Truck (5-ton)	$10.00
27	Skid-Steer Loader (1,000 lb. capacity)	$125.00
28	Skid-Steer Loader (2,000 lb. capacity)	$125.00
29	Tub Grinder (800 - 1,000 HP)	$295.00
30	Track Hoe, John Deere 690 or equivalent	$130.00
31	Truck (Flatbed)	$15.00
32	4-Wheel drive lift or tower	$15.00
33	Water Truck (Non-potable, dust control, & pavement maintenance	$100.00

34	Wheel Loader, 2.5 CY, 950 or equivalent	$130.00
35	Wheel Loader, 3.5 - 4.0 CY, 966 or equivalent	$130.00
36	Wheel Loader, 4.5 CY, 980 or equivalent	$130.00
37	Wheel Loader-Backhoe, 1 - 1.5 CY	$125.00
	LABOR CATEGORY	Hourly Rate
1	Operations Manager w/cell phone & pickup truck	$75.00
2	Crew Foreman w/cell phone & pickup truck	$70.00
3	Tree Climber w/chainsaw & gear	$65.00
4	Laborer w/chainsaw	$65.00
5	Laborer w/small tools, traffic control, or flag person	$65.00
6	Bonded & Certified Security personnel	$45.00
	CREW CATEGORY	Hourly Rate
1	Wheel Loader, 2.5 CY, 950 or equivalent w/operator; Foreman w/support vehicle & small equipment; Laborer w/chainsaw & two laborers w/small tools.	$365.00

*All final disposal fees will be paid by contractor and billed back to the City at cost.

EXHIBIT C

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720	**REQUEST FOR PROPOSAL**	
CONTACT: **Corey McMillen** mcmillenc@deland.org purchasing@deland.org		
PHONE: **386-626-7078**	**RFP-24-05**	*SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED*
RFP TITLE: Disaster Debris Collection, Reduction, & Disposal Services		**SUBMITTAL DEADLINE:** **August 22, 2024 @ 3:00 P.M.**
PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal meeting will be held on August 15, 2024 at 10:00 a.m. located in the Williamson Conference Room, Public Works Building, 1102 S. Garfield Ave., DeLand, FL 32724		**PROPOSAL BOND REQUIRED: $500,000**
RESPONDENT NAME: Phillips and Jordan, Inc.		**FEDERAL ID # OR SOCIAL SECURITY #:** 56-0694573
MAILING ADDRESS: 10142 Parkside Drive, Suite 500		**TELEPHONE #:** 865-688-8342
CITY – STATE – ZIP: Knoxville, TN 37922		**FAX #:** 865-688-8369
X *AUTHORIZED SIGNATURE*		**EMAIL:** disasterservices@pandj.com
		Title President, Power
Printed Name Morgan Pierce		Date August 20, 2024

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

******PLEASE READ CAREFULLY******

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.
2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror

DISASTER DEBRIS COLLECTION, REDUCTION & DISPOSAL SERVICES
RFP-24-05
ACKNOWLEDGEMENT OF TERMS, CONDITIONS & ADDENDA

The Unit pricing includes all labor, materials, equipment and operator, transportation and other facilities as necessary and/or required to execute all of the Work, including debris pickup, reduction and disposal of vegetation and C&D, sand screening, hazardous/biohazardous waste and transport as described by the Bidding documents. The Contractor also shall avoid the acquisition of unnecessary or duplicative items (supplies or services). Additionally, the following contract types are prohibited (per 2 CFR 200.324): "cost plus a percentage of cost" or "percentage of construction cost."

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

_____

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated 8/12/2024 / Add. No. 2 Dated 8/16/2024

Add. No._____ Dated_____ / Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-24-05/Disaster Debris Collection, Reduction, & Disposal Services.

VENDOR NAME Phillips and Jordan, Inc.

ADDRESS 10142 Parkside Drive, Suite 500 Knoxville, TN 37922

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE Morgan Pierce DATE August 20, 2024

TELEPHONE# 865-688-8342 FAX # 865-688-8369

EMAIL ADDRESS disasterservices@pandj.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF ~~FLORIDA~~ Tennessee

CITY OF Knoxville

BEFORE ME, the undersigned authority, personally appeared Morgan Pierce - President, Power, who, being by me first duly sworn, made the following statement:

1. The Business address of Phillips and Jordan, Inc. (name of bidder or Contractor) is 10142 Parkside Drive, Suite 500 Knoxville, TN 37922.

2. My relationship to Phillips and Jordan, Inc. (name of bidder or Contractor) is President, Power (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is

participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Phillips and Jordan, Inc. (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Phillips and Jordan, Inc. (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Phillips and Jordan, Inc. (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and City first mentioned above on the 20th day of August, 2024.

(AFFIX SEAL or STAMP)

SAMANTHA KRIEWS
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

Notary Public

My commission expires: 11/23/2025

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged:_____ Date: August 20, 2024

Morgan Pierce - President, Power

ATTACHMENT B

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / (NO) I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

(YES) / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / (NO) I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / (NO) Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name Phillips and Jordan, Inc.

Signature: _____ Date: August 20, 2024

Title: President, Power

STATE OF ~~FLORIDA~~ Tennessee

COUNTY OF Knox

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 20 day of August, 2024, by (name of person making statement). Morgan Pierce

[Notary Seal]

SAMANTHA KRIEWS STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Samantha Kriews
Notary Public

Samantha Kriews
Name typed, printed or stamped

My Commission Expires: 11/23/2026

✓ Personally, Known OR _____ Produced Identification

Type of Identification Produced _____

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Phillips and Jordan, Inc.
Company

Authorized Signature

Morgan Pierce - President, Power
Printed Name & Title

disasterservices@pandj.com
Email

10142 Parkside Drive, Suite 500
Address

Knoxville, TN 37922
City, State, Zip Code

865-688-8342
Telephone No.

865-688-8369
Fax No.

State of Tennessee)
City of Knoxville)

SUBSCRIBED AND SWORN to before me this 20 day of August, 2024 by Morgan Pierce, who is personally known to me to be the President, Power for the Firm, OR who produced the following identification:

Notary Public Samantha Kriews

My Commission Expires: 11/23/2025

SAMANTHA KRIEWS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

NON-COLLUSION AFFIDAVIT

State of Tennessee)

City of Knoxville)

Morgan Pierce being first duly sworn, deposes and says that:

(1) He/she is the President, Power, (Owner, Partner, Officer, Representative or Agent) of Phillips and Jordan, Inc., the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature of Individual

Morgan Pierce
Printed Name of Individual

President, Power
Title of Individual

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Witness

State of Tennessee

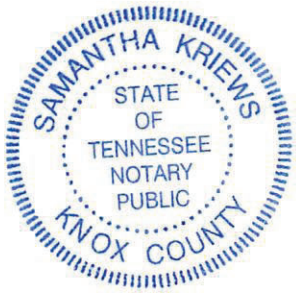
County of Knox

The foregoing instrument was acknowledged before me this 20th day of August, 2024 by Morgan Pierce, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Samantha Kriews
NOTARY PUBLIC

Samantha Kriews
(Name of Notary Public: Print, Stamp, or Type as Commissioned)



CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Phillips and Jordan, Inc.
Business Name

Authorized Representative's Signature

Morgan Pierce
Name

RFP-24-05 Disaster Debris Collection, Reduction, and Disposal Services
Bid Number and Name

August 20, 2024
Date

President, Power
Position

August, 20 24, all pursuant to due authorization.

Phillips and Jordan, Incorporated (Seal)
Principal

By
Surety Liberty Mutual Insurance Company

By
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF Tennessee)
COUNTY OF Knox) *S.S.*

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 22nd day of August, 20 24, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Samantha Kriews
NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC STATE

N/A
COMMISSION NUMBER

MY COMMISSION EXPIRES: 11/23/2025

(AFFIX SEAL or STAMP)

SAMANTHA KRIEWS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Scott Dryden Harford
FL Non-Resident Agent License #P131422

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS REQUIRED FOR CONTRACTS OVER $100,000

CONTRACTORS who apply or bid for an award of $100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, Phillips and Jordan, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Phillips and Jordan, Inc.

Address 10142 Parkside Drive, Suite 500

Knoxville, TN 37922

Telephone 865-688-8342 Fax 865-688-8369

Email Address disasterservices@pandj.com

Name and Title of Authorized Signature Morgan Pierce - President, Power

Authorized Signature

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS[1]

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. **Contract Work Hours and Safety Standards Act.**
   Any contract in an amount in excess of $100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

   a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.

   c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

   d. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

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1 Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

2. Equal Employment Opportunity provisions:

During the performance of this contract, the Consultant/Contractor agrees as follows:

a. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor's legal duty to furnish information.

d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to

ascertain compliance with such rules, regulations, and orders.

g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant/Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the County; and refer the case to the Department of

Justice for appropriate legal proceedings.

3. **Clean Air Act and the Federal Water Pollution Control Act**

Contractor shall comply with the following on all contracts in excess of $150,000:

a. **Clean Air Act**

(1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. **Federal Water Pollution Control Act**

(1) The Consultant/Contractor agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(4) The Consultant/Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

4. **Suspension and Debarment**:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) ordisqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any

lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractor must submit this certification for each bid or offer exceeding $100,000.

The Consultant/Contractor certifies, to the best of his or her knowledge, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

	August 20, 2024	Morgan Pierce - President, Power
Signature	Date	Name and Title

7. **Procurement of Recovered Materials**:

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Additional FEMA Requirements**:

a. **Access to Records**

(1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the Consultant/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant/Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. **DHS (Department of Homeland Security) Seal, Logo and Flags**

The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA

pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations and Executive Orders**

The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of thecontract. The Consultant/Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

d. **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.

e. **Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)**

If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

f. **License and Delivery of Works Subject to Copyright and Data Rights**

The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:

The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by

the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed

in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract,

the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of

agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for

less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility.

(1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Copeland Anti-Kickback Act

a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. Remedies

a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:

(1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.

(2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.

b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the sole remedy of the Consultant/Contractor for

such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment of Services

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an

executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:
(i) Are not used as a substantial or essential component of any system; and
(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or

as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

16. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name Phillips and Jordan, Inc.

Address 10142 Parkside Drive, Suite 500

Knoxville, TN 37922

Telephone 865-688-8342 Fax 865-688-8369

Email Address disasterservices@pandj.com

Name and Title of Authorized Signature Morgan Pierce - President, Power

Authorized Signature

Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

Disaster Debris Collection, Reduction, & Disposal Services
RFP-24-05
August 12, 2024
Addendum #1

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **Q:** Can the City confirm that we are allowed to submit our submission electronically, and if we are allowed, can the city make the option to submit online available on VendorLink?
   A: Electronic submission is not option.
2. **Q:** Attachment A, row 3 states "Tipping Fees will not be included in the Price Schedule". Can you confirm that tipping fees will be the contractor's responsibility and should be included in the applicable line items?
   A: Yes, include in price.
3. **Q:** Attachment A, item 2 states "Work consists of the collection & transportation of Eligible C&D debris on the ROW to a City Designated Final Disposal Site. Mile is based on one-way haul distance. Has the "City Designated Final Disposal Sites" been identified? If so, can the City please provide said locations so pricing and project approach can be specific to the area?
   A: Tomoka Landfill - 1990 Tomoka Farms Road Port Orange, FL 32128-3752
   https://www.volusia.org/services/public-works/solid-waste-and-recycling/tomoka-landfill.stml
4. **Q:** Pg. 11 of the proposal states, "from 0-72 hours following such a disaster, the contractor, as directed by the City, may be tasked with assisting City with emergency road clearing services." On pg. 12 it states, "The Contractor should anticipate receiving this NTP 24 to 72 hours after the landfall of the hurricane. The Contractor shall commence mobilization immediately upon receipt of the NTP…" Can the city please clarify if DRC will be expected to provide emergency road clearing services from the issuance of a NTP?
   A: 24-72 hours
5. **Q:** Pg. 12 says, "The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP." Can the city please clarify if this is referring to the attached reference form, or must this information be provided for all past and ongoing experience required in tab 3?
   A: The reference information must be provided on the reference sheet and in tab 3, you may use the same information for each.

Please note that the proposal opening date and time remains August 22, 2024 @ 3:00 P.M.
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Manager

END OF ADDENDUM #1

Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

Disaster Debris Collection, Reduction, & Disposal Services
RFP-24-05
August 16, 2024
Addendum #2

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **Q:** When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?
   A: Hurricane Ian is the most recent activation with 61K Cubic Yards removed.
2. **Q:** The Certificate as to Corporate Principal form does not have a signature line and only asks for the Corporate Seal to be affixed. Can the City please confirm if this form needs a signature as well?
   A: Yes, signature is required.
3. **Q:** Has the city determined which landfill(s) can be used? If so, please provide locations.
   A: See below:
   - Tomoka Landfill – 1990 Tomoka Farms Road Port Orange, FL 32128-3752 https://www.volusia.org/services/public-works/solid-waste-and-recycling/tomoka-landfill.stml
   - Gel Recycling (Grand Avenue) – 480 Grand Avenue Deland, FL 32720
4. **Q:** Can the City provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?
   A: Currently DRC Emergency Services, see Attachment A for pricing.
5. **Q:** Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?
   A: A public bid opening will occur in the City Commission Chambers at the specified time, there is no other venue.
6. **Q:** Does the City/County have a monitoring firm contracted? If so, which monitoring firm?
   A: Currently Thompson Consulting Services, LLC
7. **Q:** Page 22 of the RFP states that Tab 4., Project Approach should be no more than 20 pages, excluding financial statements. Can the City confirm the financial information that is to be included?
   A: No Financial Statement is required, just standard language if a Financial Statement was required.
8. **Q:** Page 23 of the RFP lists Foreign Influence Disclosure Form as a required proposal form, however it is not included in the RFP packet. Can the City confirm that this form is required and if so, provide the form?

A: Yes, see Attachment B

9. **Q:** The RFP document includes two copies of the FEMA Provisions form and Byrd Anti-Lobbying Form. Can the City please confirm we are only to complete and return one copy of each form?
   A: Only one copy is required.
10. **Q:** Can the contract be negotiated after an award?
    A: The contract can be negotiated if the selection committee decides to do so.
11. **Q:** Can a sample contract be provided?
    A: See Attachment C
12. **Q:** Attachment A, row 3 states "Tipping Fees will not be included in the Price Schedule". Can you confirm that tipping fees will be the contractor's responsibility and should be included in the applicable line items?
    A: Tipping/Disposal fees will be a pass-through expense.
13. **Q:** Would the City consider allowing for additional pages to meet the minimum requirements requested in the RFP?
    A: The page limit for Tabs 3-4 is now 35 pages.

Please note that the proposal opening date and time remains August 22, 2024 @ 3:00 P.M.
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Coordinator

END OF ADDENDUM #2

DISASTER DEBRIS COLLECTION, REDUCTION & DISPOSAL SERVICES
RFP-24-05
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

The purpose of this Request for Proposal (RFP) is to select a firm(s) to provide Disaster Debris Collection, Reduction, and Disposal Services in the event of a disaster, such as tornadoes and hurricanes, within the City of DeLand. Such services may be necessary to eliminate immediate threats to lives, public health, and safety, as well as eliminate threats of damage to improved public or private property, and in order to ensure the economic recovery of the community.

This Proposal is being solicited in accordance with the procurement requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed online at http://www.FEMA.gov/Public-assistance-policy-and-guidance, and incorporated herein in order to be eligible for reimbursement under the Public Assistance Program. All contracts resulting from this solicitation must comply with the requirements of 44 CFR 13.36(b) and 2 CFR 200.317 thru 326.

Interested firms who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability, to demonstrate they can provide the following services and experience:

- Fast mobilization and ability to remove wide-scale debris volumes produced by hurricanes or storms for a local government of similar size (City of DeLand)
- Ability to collect and remove debris in an environmentally acceptable manner
- Ability to minimize impact to surrounding residential and business communities
- Provide sufficient crews and equipment to remove all debris in a timely manner
- Execute tasks in full compliance with all Federal Emergency Management Agency (FEMA) procedures and documentation processes required by FEMA
- Full compliance with federal and state rules and regulations governing operations

2. **CONTRACT PERIOD:**

The Contract will be for a period of three (3) years commencing on the effective date of the contract and ending on September 30, 2027, with the option to extend two (2) additional one-year terms upon mutual agreement of both parties.

Proposal prices shall remain firm for the original term of this contract. The awarded Contractor(s) may have an opportunity to request a price adjustment upon contract renewals. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the contract renewal start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase, and a copy must be sent to the Purchasing Manager and the Public Works Director. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager and the Public Works Director or designee prior to the new price becoming effective.

Contractors may not submit a proposal for this RFP (Disaster Debris Collection, Reduction, and Disposal Services) and RFP-24-06 – Disaster Debris Monitoring Services.

3. **BACKGROUND:**

The City of DeLand (the City) is located in West Volusia County and serves an area of 18.5 square miles with a population of approximately 42,000. The City's disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane, tornado, or severe flooding and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, using a combination of county, municipal, and contracted forces.

4. **PROPOSAL SUBMITTAL:**

Proposals must be submitted no later than 3:00 P.M. local time on August 22, 2024. If submitting paper proposals Four (4) paper copies, with the original marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-24-05, Disaster Debris Collection, Reduction, and Disposal Services" and returned to:

> Purchasing Manager – Corey McMillen
> DeLand City Hall, 2nd Floor
> 120 S. Florida Ave.
> DeLand, FL 32720

All proposals received on or before the due date and time will be opened after 3:00 P.M. local time August 22, 2024, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second *(2nd) floor* at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk.** To be considered, **a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time**. If the proposal is delivered anywhere else, it may not reach the Purchasing Manager in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

5. **MANDATORY PRE-PROPOSAL MEETING DATE AND TIME:**

A mandatory pre-proposal meeting will be held on August 15, 2024 at 10:00 a.m. located in the Williamson Conference Room, Public Works Building, 1102 S. Garfield Ave., DeLand, FL 32724.

☒ **Mandatory** ☐ **Non-Mandatory**

7. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Manager at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Manager. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Manager at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Manager in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Manager and posted to the DemandStar website http://www.demandstar.com and on VendorLink at www.myvendorlink.com. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities (2 C.F.R. §200.334). The City maintains records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (2 CFR 200.318(i)).

The City of Deland must make available upon request (for the Federal awarding agency or pass-through entity pre-procurement review) procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates in compliance with 2 CFR 200.325(b) and 200.325(c). FEMA or the pass-through entity may conduct pre-procurement

reviews of a non-state entity's procurements consistent with the terms of 2 C.F.R. §§ 200.317-200.327.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

Attachment A – Price Sheet

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Second Reading of Ordinance No. 2024-45, Update Land Development Regulations Related to Off-Street Parking Reduction for Added Bicycle Parking.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance , Staff Report Bicycle Parking Reduction, LDR24-222 Zoning Map, Business Impact Estimate - Bicycle Reduction

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The current Land Development Regulations (LDR) provide for off-street parking and loading requirements for specific land uses. The LDRs also include a provision to allow a 30% reduction in the amount of off-street parking if additional bicycle parking is provided. While a number of cities include a provision to allow a reduction in off-street parking if additional bicycle parking is provided, the reduction typically ranges from 5 to 10%, if a provision for a reduction is allowed.

Planning staff researched all cities within Volusia County, as well as a number of similarly sized cities throughout Florida. The City of DeLand's 30% provision was far greater than all other cities researched. Within Volusia County, 11 cities did not have any provisions for a bicycle parking reduction. Those that did allow for a reduction in off-street parking for additional bicycle parking ranged from 5 to 10%.

Based on the review of surrounding jurisdictions and cities with similar size and character, staff finds that a 5% reduction in bicycle parking is adequate, along with clarifying language regarding the need to provide bicycle parking for all developments versus the request for a parking reduction when adding additional bicycle parking. The addition of performance standards also provides clarity when determining if a request for a parking reduction is reasonable and justified based on proximity to existing or proposed bicycle lanes or trail networks.

The City Commission approved the ordinance on First Reading on November 18, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the city through adoption of this amendment.

RECOMMENDATION:

It is recommended that the City Commission approve the ordinance at Second Reading.

BACKGROUND/DISCUSSION:

The current Land Development Regulations (LDR) provide for off-street parking and loading requirements for specific land uses. The LDRs also include a provision to allow for a 30% reduction in the amount of off-street parking if additional bicycle parking is provided. While a number of cities include a provision to allow a reduction in off-street parking if additional bicycle parking is provided, the reduction typically ranges from 5 to 10%, if a provision for a reduction is allowed. Planning staff researched all cities within Volusia County, as well as a number of similarly sized cities throughout Florida. The City of DeLand's 30% was far greater than all other cities researched. Within Volusia County, 11 cities did not have any provisions for a bicycle parking reduction. Those that did allow for a reduction in off-street parking for additional bicycle parking ranged from 5 to 10%.

ORDINANCE NO. 2024 - 45

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 33-91.03(L) "BICYCLE PARKING"; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend Chapter 33 "Land Development Regulations" of the Code of Ordinances of the City of DeLand, in order to update the regulations and provide standards for Bicycle Parking in the City of DeLand; and

WHEREAS, staff has undertaken a comprehensive review of the City's Land Development Regulations and it has been determined that the revisions set forth in this ordinance will be beneficial to the efficient administration of Chapter 33 of the Code of Ordinances of the City of DeLand.

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

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-91.03(l) "*Bicycle parking.*" by adding the new underlined language and by deleting the ~~strike~~-through language, to be read in full as follows:

33-91.03 Number and type of parking spaces required.

******

(l) *Bicycle parking.* To facilitate the lessening of car-related congestion in the city and to promote the use of alternative modes of transportation, to provide for general health and fitness and to promote air quality and reduce pollution, the accommodation of bicycle commuting is required through the provision of adequate and safe facilities for the storage of bicycles. Further, as specified by this section, a reduction in required automobile parking spaces is allowed when additional bicycle parking is provided, creating an incentive for providing additional bicycle parking in accordance with the provisions of this chapter.

1. *Locations and facilities.*

a. Bicycle parking shall be provided in a well-lighted area.

b. Bicycle parking shall be at least as conveniently located as the most convenient automobile spaces, other than those spaces for persons with disabilities. Safe and convenient means of ingress and egress to bicycle parking facilities shall be provided. Safe and convenient access shall include, but is not limited to, stairways, elevators and escalators.

c. Bicycle parking facilities shall not interfere with accessible paths of travel or accessible parking as required by the Americans with Disabilities Act of 1990.

d. Protected and unprotected bicycle racks shall be located in highly visible areas to minimize theft and vandalism.

e. In cases of structured automobile parking, protected bicycle parking spaces shall be used.

f. In the event compliance with location requirements set forth above is not feasible because of demonstrable hardship, the technical review committee may approve an alternative storage location as guided by the following criteria:

(1) Such alternative facilities shall be well-lighted and secure.

(2) All bicycle parking spaces outside of a building shall be located within 100 feet of the primary building entrance.

2. *Layout of spaces.* Bicycle parking spaces or alternative spaces approved by the technical review committee shall be laid out according to the following:

a. ~~A~~ Each bicycle parking space shall be four feet by six feet and shall provide for locking up ~~to~~ two (2) bicycles to a bicycle rack or a bicycle locker that can accommodate ~~store up to~~ two (2) bicycles per locker ~~unit~~.

b. At a minimum, bicycle racks shall consist of a stationary device with a base that can wedge anchors for surface mounting, provides steel tubing one inch to four inches outside diameter, containing locking points between one ~~feet~~ foot and three feet off the ground and a gap near the bottom for pedal clearance, enabling one to lock a bicycle frame and one of the wheels with a standard U-lock. Such a rack must be able to accommodate at least two bicycles upright by rack frame. Bicycle racks within Historic Overlays shall reflect the historic nature of the area in design aesthetic and finish.

c. At a minimum, protected bicycle parking spaces shall be secure facilities which protect the entire bicycle, its components and accessories against theft and against inclement weather, including wind-driven rain. This type of facility includes, but is not limited to, bicycle lockers, check-in facilities, monitored bicycle parking, restricted access parking, and personal storage.

d. All bicycle parking areas shall ~~afford~~ include a four-foot-wide access aisle to ensure safe access to spaces.

e. Bicycle parking and automobile parking shall be located so as to protect bicycles from damage.

f. Where bicycle parking spaces are not visible from the primary street, signage shall be used to direct cyclists safely to bicycle parking areas.

g. All bicycle racks and lockers shall be securely anchored to the ground or building structure.

h. Bicycle parking spaces shall not interfere with pedestrian circulation and shall adhere to ADA requirements.

i. Bicycle parking shall be an integral part of the overall site layout and designed to minimize visual clutter. In any designated Historic District, the design shall compliment the surrounding structures.

3. *Off-street parking reduction for bicycle parking.*

a. A five percent (5%) reduction in the number of required off-street parking spaces ~~required~~ (excluding parking spaces for persons with disabilities) shall be permitted for the provision of additional bicycle parking provided that:

(1) The site is located within 1/8 of a mile of the city-wide bicycle transportation network, SunRail station, or designated bicycle lanes;

(2) The site is designed with on-site bicycle circulation;

(3) Patrons, residents or other typical persons expected to be at the property can reasonably be expected to utilize bicycle transportation;

(4)~~(1)~~ No fee is required for using the bicycle parking associated with the off-street parking reduction ~~made available~~; and

~~(2) When calculation of the maximum number of reduced parking spaces results in a fraction, the resulting number shall be rounded to the next highest integer.~~

(5) ~~(3)~~ All additional bicycle parking spaces comply with the requirements for the size and layout of spaces, as specified above in Section 33-91.03(l)2 ~~Complies with the bicycle parking spaces table below~~.

b. The reduction in the number of automobile parking spaces shall be reduced by ~~no more than~~ one (1) space for each bicycle parking space, ~~but by no more than 30~~up to a maximum of five percent (5%) of the total required automobile parking spaces. When calculating the maximum number of automobile parking spaces that may be reduced by providing parking spaces, such that 5% of the required number of automobile parking spaces is a fractional number, a fraction of less than one-half shall be disregarded and a fraction of one-half or more shall be rounded to the next highest whole number

c. The~~is~~ provisions for the reduction in vehicle parking spaces on account of providing bicycle parking as set forth in this subsection 33-91.03(l) cannot be applied to single-unit residential, animal care, car wash, salvage yard, service station, self-storage facilities, and vehicle/equipment repair uses.

4. *Bicycle parking standards.* ~~If b~~Bicycle parking spaces ~~are provided, they~~ shall be provided in accordance with the following tables:

a. For all non-single-family residential uses except, hotel/motel, commercial parking, parking structure, and low occupancy facilities with limited customer or non-employee contact and less than one employee per every 10,000 square feet of gross floor area:

******

Section 2. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 3. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 4. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2 through 5 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 DeLand 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 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 2nd day of December, 2024.

_____
Christopher M. Cloudman
Mayor–Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: November 18, 2024
Adopted on second reading: December 02,2024

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

PLANNING STAFF REPORT
CITY OF DELAND PLANNING BOARD
November 13, 2024

APPLICATION NO: LDR24-222 Text Amendment to Land Development Regulations

APPLICANT: City of DeLand

STAFF PLANNER: Carol Kuhn, AICP, Planning Director

REQUEST: City-Initiated Land Development Regulations Text Amendment to Modify Section 33-91.03(l) Bicycle Parking – To Lower the Bicycle Parking Reduction Amount, Set Performance Standards for Bicycle Parking Reduction Requests, Clarify the Intent Statement, and Associated Minor Revisions

APPLICABLE ORDINANCES: *Sec. 33-135. Procedure for text amendments.*

> *33-135.01(a)* Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.
>
> *33-135.12(b)* The Planning Board shall review proposed changes in this chapter, which shall make a recommendation to the City Commission prior to final action adopting or not adopting the amendment. However, at the request of the Planning Board or the City Commission, or in the discretion of the City Manager, proposed amendments may be taken directly to the City Commission for action.

LOCATION: City-wide

STAFF SUMMARY:
The current Land Development Regulations (LDR)provide for off-street parking and loading requirements for specific land uses. The LDRs also include a provision to allow a 30% reduction in the amount of off-street parking if additional bicycle parking is provided. While a number of cities include a provision to allow a reduction in off-street parking if additional bicycle parking is provided, the reduction typically ranges from five (5) to 10%, if a provision for a reduction is allowed.

Planning staff conducted research on all cities within Volusia County, as well as a number of similarly sized cities throughout Florida. The City of DeLand's 30% was far greater than all other cities researched. Within Volusia County, 11 cities did not have any provisions for a bicycle parking reduction. Those that did have allow for a reduction in off-street parking for additional bicycle parking ranged from five (5) to 10%. The table below outlines the findings from the staff research.

Bicycle Parking Reduction Table

City	Bike Parking Reduction
Volusia County	
DeLand	30%
Port Orange	10%
Ormond Beach	5 to 10% based on locational criteria
Holly Hill	5 to 10% based on locational criteria
Daytona Beach	5%
Daytona Beach Shores	None
Debary	None
Deltona	None
Edgewater	None
Lake Helen	None
New Smyrna Beach	None
Oak Hill	None
Orange City	None
Pierson	None
Ponce Inlet	None
South Daytona	None
Volusia County	None
Other Florida Cities	
Mt. Dora	5%
Ocala	5%
Tarpon Springs	10%
Winter Park	10%
Dunedin	None
Lake Mary	None
Eustis	None
Sanford	None

Over the past several years, the City has seen numerous projects with the bicycle parking reduction included. Many of these developments are not close to existing or proposed bicycle trails or bike lanes. The current code language also specifies that the off-street parking shall be reduced by 30% if bicycle parking is provided, rather than "may" be reduced. The existing code language also presents some confusion regarding the need to provide for bicycle parking as part of the development, and the request to provide additional bicycle parking to reduce the required amount of off-street parking.

To clarify the code requirements, lower the maximum reduction for additional bicycle parking, and add performance standards for proximity to bike lanes or trail networks, staff is proposing the following revisions:

Sec. 33-91. Off-street parking and loading.

33-91.01. *Generally.*

(l) *Bicycle parking.* ~~To facilitate the lessening of~~ Safe and adequate bicycle parking is required to reduce car-related congestion in the city, ~~and~~ to promote the use of alternative modes of transportation, to provide for general health and fitness, and to promote air quality and reduce pollution., ~~the accommodation of bicycle commuting is required through the provision of adequate and safe facilities for the storage of bicycles. Further,~~ In addition to the required bicycle parking, a 5% reduction in off-street parking ~~as specified by this section, a reduction in required automobile parking spaces is~~ may be ~~allowed~~ requested, ~~when bicycle parking is,~~ provided specific performance criteria are met. ~~provided,~~

~~creating an incentive for providing~~ additional ~~bicycle parking in accordance with the provisions of this chapter~~.

1. *Locations and facilities.*

   a. Bicycle parking shall be provided in a well-lighted area.

   b. Bicycle parking shall be at least as conveniently located as the most convenient automobile spaces, other than those spaces for persons with disabilities. Safe and convenient means of ingress and egress to bicycle parking facilities shall be provided. Safe and convenient access shall include, but is not limited to, stairways, elevators and escalators.

   c. Bicycle parking facilities shall not interfere with accessible paths of travel or accessible parking as required by the Americans with Disabilities Act of 1990.

   d. Protected and unprotected bicycle racks shall be located in highly visible areas to minimize theft and vandalism.

   e. In cases of structured automobile parking, protected bicycle parking spaces shall be used.

   f. In the event compliance with location requirements set forth above is not feasible because of demonstrable hardship, the technical review committee may approve an alternative storage location as guided by the following criteria:

      (1) Such alternative facilities shall be well-lighted and secure.

      (2) All bicycle parking spaces outside of a building shall be located within 100 feet of the primary building entrance.

2. *Layout of spaces.* Bicycle parking spaces or alternative spaces approved by the technical review committee shall be laid out according to the following:

   a. ~~A~~ Each bicycle parking space shall be four feet by six feet and shall provide for locking up to two (2) bicycles to a bicycle rack or a bicycle locker that can accommodate ~~store up to~~ two (2) bicycles per locker ~~unit~~.

   b. At a minimum, bicycle racks shall consist of a stationary device with a base that can wedge anchors for surface mounting, provides steel tubing one inch to four inches outside diameter, containing locking points between one ~~feet~~ foot and three feet off the ground and a gap near the bottom for pedal clearance, enabling one to lock a bicycle frame and one of the wheels with a standard U-lock. Such a rack must be able to accommodate at least two bicycles upright by rack frame. Bicycle racks within Historic Overlays shall reflect the historic nature of the area in design aesthetic and finish.

   c. At a minimum, protected bicycle parking spaces shall be secure facilities which protect the entire bicycle, its components and accessories against theft and against inclement weather, including wind-driven rain. This type of facility includes, but is not limited to, bicycle lockers, check-in facilities, monitored bicycle parking, restricted access parking, and personal storage.

   d. All bicycle parking areas shall ~~afford~~ include a four-foot-wide access aisle to ensure safe access to spaces.

   e. Bicycle parking and automobile parking shall be located so as to protect bicycles from damage.

   f. Where bicycle parking spaces are not visible from the primary street, signage shall be used to direct cyclists safely to bicycle parking areas.

   g. All bicycle racks and lockers shall be securely anchored to the ground or building structure.

   h. Bicycle parking spaces shall not interfere with pedestrian circulation and shall adhere to ADA requirements.

   i. Bicycle parking shall be an integral part of the overall site layout and designed to minimize visual clutter. In any designated Historic District, the design shall compliment the surrounding structures.

3. *Off-street parking reduction for bicycle parking.*

   a. A maximum of a 5% reduction in the number of required off-street parking spaces ~~required~~ (excluding parking spaces for persons with disabilities) ~~shall be permitted~~ may be requested, provided: ~~for the provision of bicycle parking provided that:~~

      (1) The site is located within 1/8 of a mile of the city-wide bicycle transportation network, SunRail station, or designated bicycle lanes;

      (2) The site is designed with on-site bicycle circulation;

      (3) The anticipated patrons can reasonably be expected to utilize bicycle transportation;

      ~~(1)~~(4) No fee is required for using the bicycle parking associated with the off-street parking reduction ~~made available~~;

      ~~(2)~~(5) When ~~calculation of the maximum number of reduced parking spaces results in a fraction, the resulting number shall be rounded to the next highest integer.~~ calculating the minimum number of bicycle parking spaces results in a fractional number, a fraction of less than one-half shall be disregarded and a fraction of one-half or more shall be rounded to the next highest whole number;

      ~~(3)~~(6) All bicycle parking spaces shall comply with the size and layout of spaces, as specified above in Section 33-91.01(l)2, with each bicycle space accommodating two (2) bicycles for each reduced off-street parking space. ~~Complies with the bicycle parking spaces below~~.

   b. ~~The reduction in the number of automobile parking spaces shall be reduced by no more than one space for each bicycle parking space, but by no more than 30 percent of the total required spaces.~~

   c. This ~~provision~~ reduction request cannot be applied to single-unit residential, animal care, car wash, salvage yard, service station, self-storage facilities, and vehicle/equipment repair uses.

4. *Bicycle parking standards.* ~~If b~~ Bicycle parking spaces ~~are provided, they~~ shall be provided in accordance with the following tables:

   a. For all non-single-family residential uses except~~,~~ hotel/motel, commercial parking, parking structure, and low occupancy facilities with limited customer or non-employee contact and less than one employee per every 10,000 square feet of gross floor area:

Gross Floor Area	**Required Minimum Number of Bicycle Parking Spaces**
0—6,000 square feet	0
6,001—20,000 square feet	1
Over 20,000 square feet	1 per every 10,000 square feet or fraction thereof

   b. For multi-unit residential:

Number of Dwelling Units	**Required Minimum Number of Bicycle Parking Spaces**
Less than 12	0
12 or more	1 per every 4 dwelling units or a fraction thereof

(1) At least 60 percent of all bicycle parking spaces provided must be protected bicycle parking spaces.

c. For commercial parking and parking structure uses:

Number of Automobile Spaces	Required Minimum Number of Bicycle Parking Spaces
0—4	0
4—20	1
21—40	2
Over 40	1 per every 20 spaces or a fraction thereof

d. For low occupancy facilities and hotel/motel uses:

Number of Employees	Required Minimum Number of Bicycle Parking Spaces
0—5	0
6—20	1
21—80	2
Over 80	1 per every 20 employees or a fraction thereof

(1) To certify a building or use as a low occupancy facility, the building owner or applicant shall attach to any zoning permit application, an affidavit attesting to the number of employees required for the use.

e. When calculating the minimum number of protected and/or unprotected parking spaces required results in a fractional number, a fraction of less than one-half shall be disregarded and a fraction of one-half or more shall be rounded to the next highest whole number.

STAFF ANALYSIS AND FINDINGS: Based on the review of surrounding jurisdictions and cities with similar size and character, staff finds that a 5% reduction in bicycle parking is adequate, along with clarifying language regarding the need to provide bicycle parking for all developments versus the request for a parking reduction when adding additional bicycle parking. The addition of performance standards also provides clarity when determining if a request for a parking reduction is reasonable and justified based on proximity to existing or proposed bicycle lanes or trail networks.

STAFF RECOMMENDATION: Staff recommends that the Planning Board forward this proposed text amendment, project number LDR24-222, Text Amendment to Modify Section 33-91.03(l) Bicycle Parking – To Lower the Bicycle Parking Reduction Amount, Set Performance Standards for Bicycle Parking Reduction Requests, Clarify the Intent Statement, and Associated Minor Revisions, to the City Commission for review and approval.

City of DeLand
LDR24-222
BICYCLE PARKING UPDATE

Zoning Districts

VC	VOLUSIA ZONING (Refer to County Zoning Ordinance)
R-R	RURAL RESIDENTIAL DISTRICT
R-R1	SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT
R-1AA	SINGLE FAMILY DWELLING DISTRICT
R-1A	SINGLE FAMILY DWELLING DISTRICT
R-1B	SINGLE FAMILY DWELLING DISTRICT
R-1C	SINGLE FAMILLY DWELLING DISTRICT
R-1	SINGLE FAMILY DWELLING DISTRICT
R-2	TWO-FAMILY DWELLING DISTRICT
R-8	MULTIPLE FAMILY DWELLING DISTRICT
R-12	MULTIPLE FAMILY DWELLING DISTRICT
R-16	MULTIPLE FAMILY DWELLING DISTRICT
R-M	RESIDENTIAL MOBILE HOME DISTRICT
P-1	PROFESSIONAL RESIDENTIAL DISTRICT
E-1	EDUCATIONAL DISTRICT
C-1	LIMITED NEIGHBORHOOD COMMERCIAL DISTRICT
C-2	GENERAL COMMERCIAL DISTRICT
C-2A	DOWNTOWN COMMERCIAL DISTRICT
C-2AC	COMMERCIAL ACTIVIITY CORE ZONING CATEGORY
C-3	RAILSPUR COMMERCIAL DISTRICT
C-4	WHOLESALE COMMERCIAL DISTRICT
M-1	INDUSTRIAL DISTRICT
BR	BUSINESS RETAIL

Legend

Streets
City Zoning
County Zoning
Parcel Lines
Map Index Grid

Cities:
DeLand
Lake Helen
Orange City
Deltona

Sources: Volusia County GIS
City of DeLand Planning Dept.

N

1:12,000

0 1,000 2,000 4,000 Feet

Source: County of Volusia GIS
City of DeLand Planning Dept.

Prepared by the City of DeLand Planning Department. This map is a generalized representation and is not intended to be used for any engineering, surveying, or legal purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map. To verify the zoning of a property, please call the City of DeLand Planning Department.

Current as of September 27, 2024

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2024- 45

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 33-91.03(L) "BICYCLE PARKING"; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance reduces the maximum allowance for vehicular parking reduction for providing addition bicycle parking from 30% to 5%.

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

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

There is no direct economic impact to existing businesses. Future business will need to comply with the vehicular parking requirements.

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

None.

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

The City does not anticipate any regulatory costs associated with this ordinance.

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

The estimated number of businesses that may be impacted by the proposed ordinance is unknown, however all new businesses will need to comply with the parking requirements.

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

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: First Reading of Ordinance Amending the Trinity Gardens Planned Development, for 183.93 Acres of Property, Located at 791 South Blue Lake Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, EXHIBIT A - Legal Description, EXHIBIT B - PD Amendment Trinity Gardens, Exhibit B to PD- Revised Phasing Plan, Z24-192 Staff Report, Z24-192 Original Phasing Plan, Z24-192 Zoning Map, Z24-192 Aerial Map, Z24-192 Narrative

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The applicant is proposing an amendment to the Trinity Gardens PD to clarify the timing of the model home construction for each phase. The proposed revision allows for construction of model homes to begin prior to recording of the Final Plat. The proposed revision was reviewed and approved by the Building Department and the Utilities Department and ensures that the required infrastructure is operational prior to the issuance of a Certificate of Occupancy. Moreover, the amendment stipulates that the project's amenities must be completed prior to issuance of the 125th Certificate of Occupancy, and no later than 18 months from the recording of the Phase 2 Plat.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

Allowing the construction of model homes and the amenity center to begin prior to final plat approval does not negatively affect sustainability, as strict infrastructure standards are required and connections to utilities must be made prior to issuance of a Certificate of Occupancy.

FISCAL IMPACT:

Approving the amendment will positively impact the city’s tax roll sooner than originally planned.

RECOMMENDATION:

It is recommended that the City Commission approve the requested Trinity Gardens PD Amendment on first reading.

BACKGROUND/DISCUSSION:

The requested amendment is not altering the density or development standards as outlined in the original PD agreement.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE TRINITY GARDENS PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 791 SOUTH BLUE LAKE AVENUE; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN ORIGINALLY CONSISTING OF APPROXIMATELY 183.93 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Michael Woods, Esquire, on behalf of the owners, has filed for an amendment to the Trinity Gardens Planned Development (PD) originally consisting of approximately 183.93 +/- acres of land located at 791 S. Blue Lake Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Trinity Gardens Planned Development was approved by the City Commission on May 16, 2022 (Ordinance No. 2022-10); and

WHEREAS, the applicant is proposing an amendment to the Trinity Gardens PD to update the verbiage that allows construction of homes to begin sooner, while still upholding infrastructure standards and requirements;

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Urban Low Intensity future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the amendment to the Trinity Gardens, Planned Development (PD) Agreement originally consisting of approximately 183.93 +/- acres of land located at 791 S. Blue Lake Avenue.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Trinity Gardens PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for the Trinity Gardens PD, Planned Development District, as well as the documentation submitted along with the current application, all of

which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan and Development Agreement for Trinity Gardens PD, Planned Development District, shall be amended as per the attached Exhibit "B" which by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 8. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____day of _____, 2024.

_____
Christopher M. Cloudman
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

EXHIBIT “A”

LEGAL DESCRIPTION

PARCEL 1:
The North ½ of the Southeast ¼ of the Southwest ¼, also the Northeast ¼ of the Southwest ¼, less and except the Northeast ¼ thereof, also the South ½ of the Southeast ¼, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast ¼ of the Southeast ¼, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:
The South ½ of the Northwest ¼ of the Southeast ¼, and the Northeast ¼ of the Northwest ¼ of the Southeast ¼, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:
The North ½ of the Southwest ¼ of the Southwest ¼, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:
The South ½ of the Southeast ¼ of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:
The South ½ of the Southwest ¼ of the Southwest ¼, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.92 acres, more or less.

BOUNDARY & TOPOPGRAPHIC SURVEY

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

DESCRIPTION

PARCEL 1:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

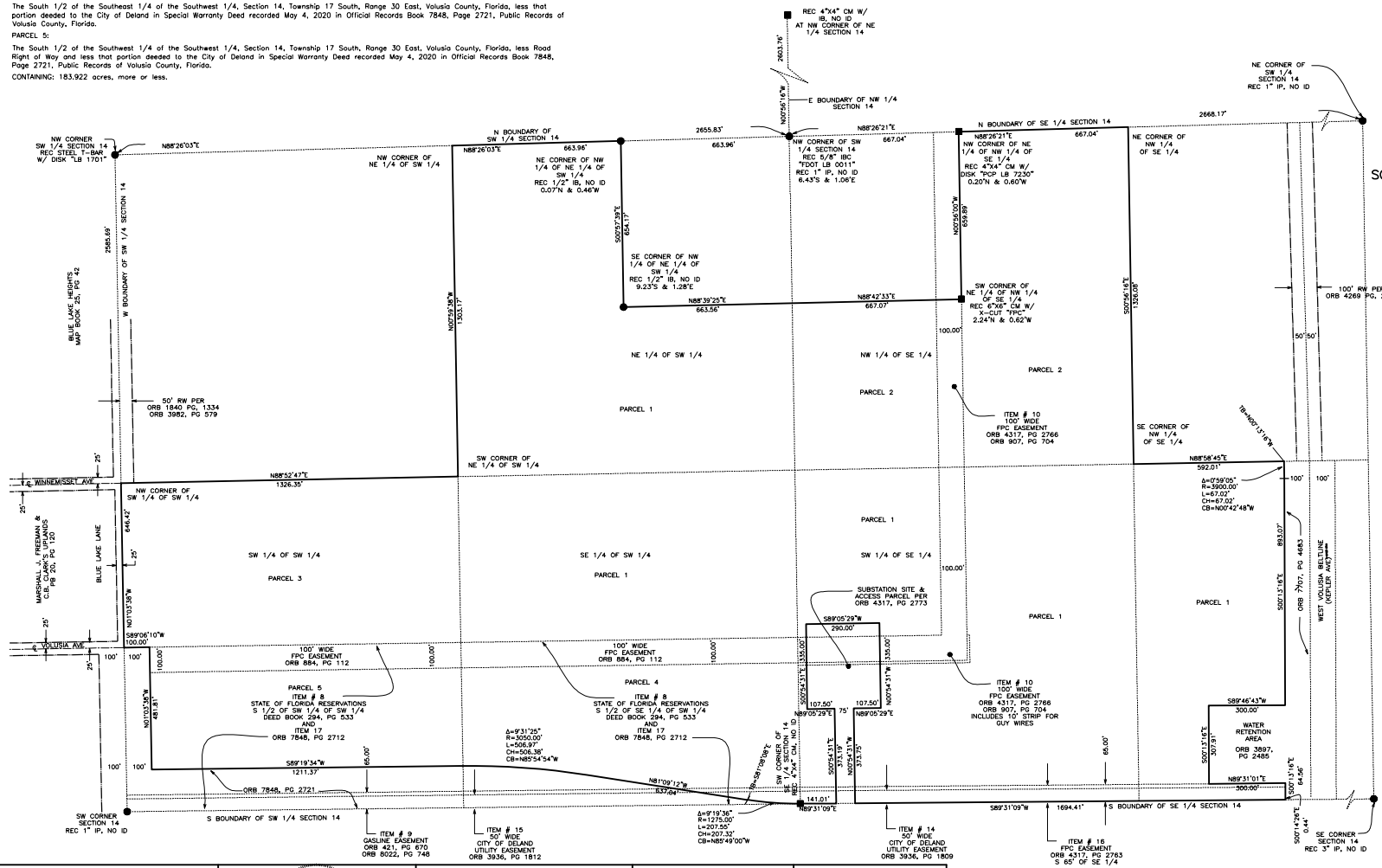
PARCEL 4:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.922 acres, more or less.



NOTES

1. This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
2. Bearings shown hereon are based on the West Boundary of the Southwest 1/4 of Section 14 as bearing N01°03'38"W, per Florida State Plane coordinates Zone East.
3. A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RTG2120856 with a commitment date of April 19, 2021 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:

ITEM 8. Phosphate, Minerals, Metals and Petroleum Reservations and rights in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 294, Page 533. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (Blanket over Parcels 4 and 5).

ITEM 9. Easement Grant in favor of Houston Texas Gas and Oil Corporation recorded January 16, 1962 in Official Records Book 421, Page 670, as affected by Encroachment Agreement recorded April 7, 2021 in Official Records Book 8022, Page 748. (Parcels 1, 4 and 5) as shown hereon

ITEM 10. Easement in favor of Florida Power Corporation recorded June 2, 1967 in Official Records Book 907, Page 704, Supplemental Easement for Distribution Facilities in Existing right of Way recorded June 9, 19, 1998 in Official Records Book 4317, Page 2766. (Parcels 1 and 2) as shown hereon

ITEM 11. Covenant to Support Annexation recorded September 25, 1990 in Official Records Book 3527, Page 1921. (Parcels 1 and 4) Blanket

ITEM 12. Covenant to Support Annexation recorded October 15, 1990 in Official Records Book 3537, Page 793. (Parcels 1 and 4) Blanket

ITEM 13. Ordinance No. 90-41 recorded February 22, 1991 in Official Records Book 3592, Page 551. (Parcels 1 and 4) Blanket

ITEM 14. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1809. (Parcel 1) as shown hereon

ITEM 15. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1812. (Parcels 4 and 5) as shown hereon

ITEM 16. Easement in favor of Florida Power Corporation recorded June 19, 1998 in Official Records Book 4317, Page 2763. (Parcel 1) as shown hereon

ITEM 17. Declaration of Covenants and Restrictions recorded May 4, 2020 in Official Records Book 7848, Page 2712. (Parcels 4 and 5) Blanket

LEGEND

R = RADIUS
Δ = DELTA
L = LENGTH
CH = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
BNDY = BOUNDARY
℄ = CENTERLINE
C&G = CURB & GUTTER
CM = CONCRETE MONUMENT
CONC. = CONCRETE
CSL = CONCRETE SLAB
DOC. = DOCUMENT
EL. = ELEVATION
EP = EDGE OF PAVEMENT
F = FIELD
FPC = FLORIDA POWER CORPORATION
IBC = IRON BAR & CAP
ID = IDENTIFICATION
MES = MITERED END SECTION
OHE = OVERHEAD ELECTRIC WIRES
ORB = OFFICIAL RECORDS BOOK
P = PLAT
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RCP = REINFORCED CONCRETE PIPE
REC = RECOVERED
R/W = RIGHT OF WAY
-○- = POWER POLE-WOOD
■ = 4"X4" CONCRETE MONUMENT
● = 5/8" IRON BAR & CAP, UNLESS NOTED OTHERWISE

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

NOT VALID WITHOUT SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DANIEL E. GENTRY, STATE OF FLORIDA, Registration Number 5047

FOR: HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: DG3
DATE: 07-12-2021
DRAWING: 29282-bdy.dwg
JOB #: 29282
SHEET: 1 OF 1 SHEET

EXHIBIT “B”

FIRST AMENDMENT TO TRINITY GARDENS

PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Trinity Gardens Planned Development Agreement (the "First Amendment") is made this _____ day of _____, 2024 between the **CITY OF DELAND,** a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, **TLC TRINITY GARDENS, LLC**, a Florida limited liability company with a mailing address of 605 Commonwealth Ave., Orlando, FL 32803 (hereafter, “Trinity”) and **LANDSEA HOMES OF FLORIDA, LLC**, a Delaware limited liability company with a mailing address of 1717 McKinney, Suite 1000, Dallas, TX 75202 (hereafter, “LandSea” and collectively with Trinity as “Owners”)

WHEREAS, the City and Trinity previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about May 16, 2022 and recorded in Official Records Book 8309, Page 3859 of the Public Records of Volusia County, Florida in connection with the rezoning of +183.92 acres known as the "Trinity Gardens PD”; and

WHEREAS, Owners desire to modify the language regarding the timing of model home construction for each phase and clarify the timing of the construction on the Phase II Amenity Tract; and

WHEREAS, the application of Owners to amend the Trinity Gardens PD was duly and properly filed with the City on September __, 2024 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to the Trinity Gardens PD Agreement were held by the Planning Board on _____ and the City Commission on _____ and _____ after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

NOW THEREFORE, the City and Owners acknowledge and agree that the Trinity Gardens PD is hereby amended to reflect the following changes, revisions and amendments to the Trinity Gardens PD Agreement and amended Planned Development Plan:

1. Paragraph H (8) of the Development Agreement for the Trinity Gardens PD is amended and restated in its entirety as follows (changes shown in ~~strikethrough~~/underline format):

~~8. Model Homes and Temporary Sales Offices. Construction of a Model Home and/or Temporary Sales Office for a particular phase may commence after final plat approval, **and** all the infrastructure improvements for said phase have been approved and accepted by the City of DeLand. The City Engineer shall make the final determination on the acceptance and approval.~~

8. Model Homes and Temporary Sales Offices. Up to six (6) model homes and two (2) homes for use as a temporary sales office may be constructed within each phase of the project following approval of the preliminary plat and construction plans for the corresponding phase, installation and activation of fire hydrants, and paved roads from the nearest open public road up to the point of the model home(s) (first lift of asphalt is acceptable if multiple lifts being installed) within the said phase. Under no circumstances may the homes be occupied or otherwise utilized until such time as they are connected to potable water and sanitary sewer pursuant to a permit issued by the City of DeLand. The applicant and its successors and assigns shall be and remain jointly and severally liable for any violation of this provision. Furthermore, the applicant and its successors and assigns hereby acknowledge and agree that any violation of this provision shall

constitute a serious threat to the public health, safety and welfare for purposes of Section 162.06(4), Florida Statutes, hereby waive any argument in reference thereto, and waive any and all statutory notice requirements as may otherwise be required for entry of a code enforcement lien.

2. Paragraphs O (1)(c)(i-iii) of the Development Agreement for the Trinity Gardens PD is amended as follows (changes shown in ~~strikethrough~~/underline format):

c. Amenity Tracts: Amenity Tracts are identified on Exhibit "B" ~~and shall be constructed concurrent with the development of the Phase within which it is located~~ and shall be recorded within the plat for the Phase within which it is located. Construction of the amenity improvements identified herein shall begin concurrent with the development of the Phase within which it is located. Amenity Tracts shall be owned and maintained by the homeowner's association and shall be reserved for the use of the residents of the community.

i. Phase 1 Amenity Tract. A passive, open space park shall be provided in the southeast corner of Phase 1.

ii. Phase 2 Amenity Tract. Phase 2 shall consist of the primary amenity center, which shall include a pool facility (with zero degree entry, a lap segment and child splash area), fire pit, gazebo and bathroom facilities. Construction of said amenities must be completed prior to the issuance of the 125th Certificate of Occupancy (either Single Family or Townhome) and no later than 18 months from the recording of the Phase 2 Plat.

iii. Phase 3 Amenity Tracts. Phase 3 shall consist of three amenity tracts. Outdoor exercise stations shall be provided in the northwest portion of the Property. A dog park, with segregated fencing for small and large dogs, shall be provided near the southern boundary of Phase 3. A playground facility shall be provided near the Property entrance at Blue Lake.

IN WITNESS WHEREOF, the City and Owners have caused this First Amendment to the Trinity Gardens Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

City Commission of DeLand Florida

_____

Michael Pleus
City Manager

_____

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ (mo/yr), 2024 by Michael Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.: _____

My Commission Expires: _____

WITNESSES

TLC TRINITY GARDENS, LLC,
a Florida limited liability company

_____
Print Name

_____
Sign Name

By: _____
Print: _____
Title:

_____
Print Name

_____
Sign Name

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____, as _____ for and on behalf of **TLC TRINITY GARDENS, LLC**. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

WITNESSES

_____
Print Name

_____
Sign Name

_____
Print Name

_____
Sign Name

LANDSEA HOMES OF FLORIDA, LLC,
a Delaware limited liability company

By: _____
Print: _____
Title:

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____, as _____ for and on behalf of **LANDSEA HOMES OF FLORIDA, LLC**. He/She is personally known to me or has produced _____ as identification.

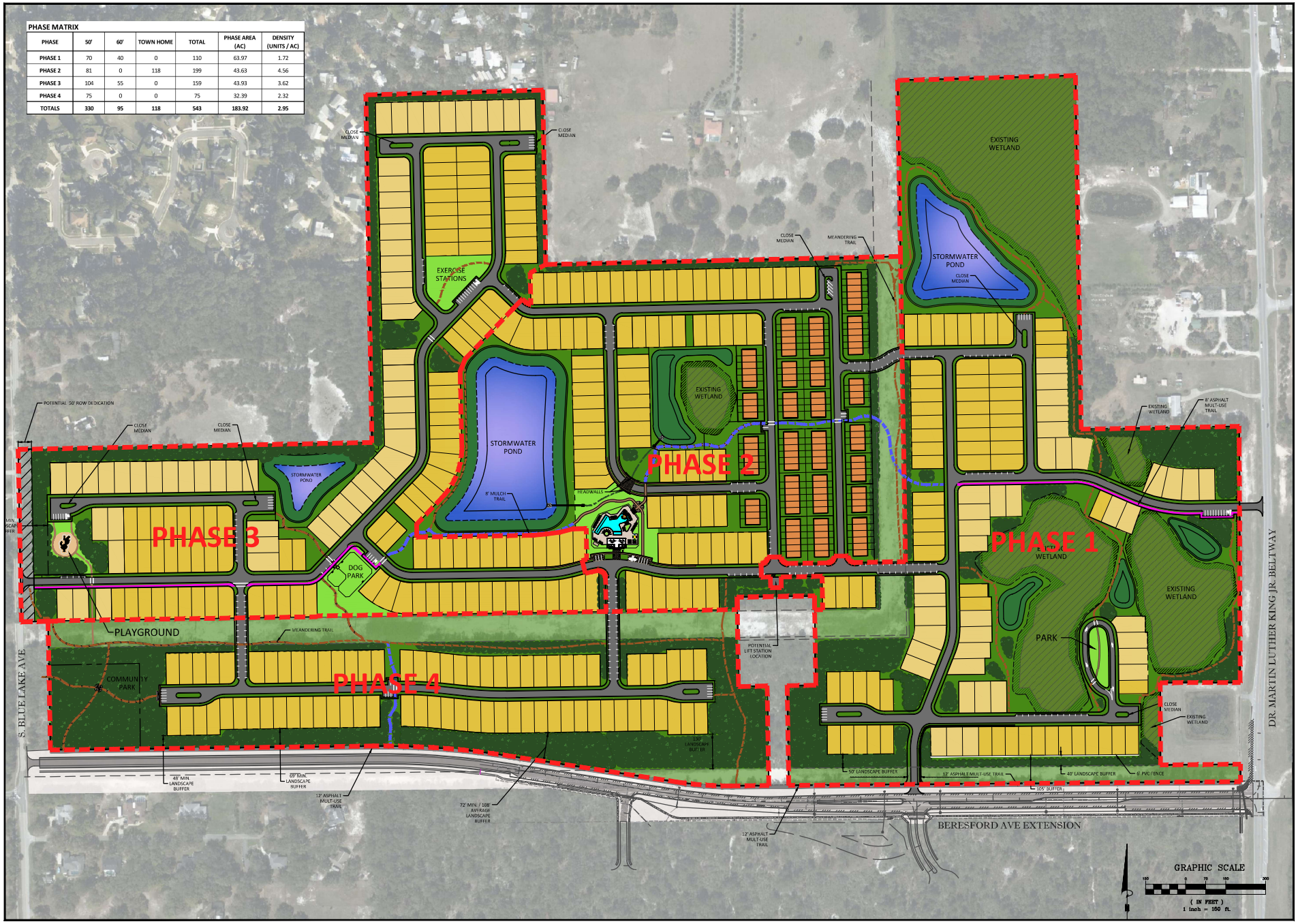
_____
Notary Public

Seal

Type or Print Name:_____
Commission No. _____
My Commission Expires:_____

Exhibit B

PHASE MATRIX						
PHASE	50'	60'	TOWN HOME	TOTAL	PHASE AREA (AC)	DENSITY (UNITS / AC)
PHASE 1	70	40	0	110	63.97	1.72
PHASE 2	81	0	118	199	43.63	4.56
PHASE 3	104	55	0	159	43.93	3.62
PHASE 4	75	0	0	75	32.39	2.32
TOTALS	330	95	118	543	183.92	2.95



KELLY, COLLINS & GENTRY, INC.
KCG
1709 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
(407) 540-7600 FAX (407) 896-1486

REVISION | DATE

PREPARED FOR:
HANOVER LAND COMPANY

TRINITY GARDENS

PHASING PLAN

DRAWN: GPR
DESIGN: SCE
CHECKED: SCE
JOB NO.: 1501.020
DATE: 09/21/22

SHEET
2 OF 3

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

November 13, 2024

APPLICATION NO.: Z24-192

APPLICANT: Michael Woods, Esq., Cobb Cole

REQUEST: First Amendment to the Trinity Gardens Planned Development

APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONES
	Sec. 33-32 – Planned Development District.
Article XII	ADMINISTRATION AND ENFORCEMENT
	Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	791 S. Blue Lake Ave.
Parcel Size:	± 183.93 acres
Land Use:	ULI Urban Low Intensity
Existing Zoning:	Trinity Gardens PD

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Urban Low Intensity, New Community Development	VC: A-3,
South:	Low Density Residential	PD (Victoria Park)
East:	VC: Urban Low Intensity; Low Density Residential	VC: A-3
West:	VC: Urban Low Intensity; Low Density Residential	VC: R-1B; PD (The Oaks)

B. ANALYSIS:

The applicant is requesting to amend the Planned Development Agreement for Trinity Gardens, which was originally approved by the City Commission on May 16, 2022 and it consists of 183.93 acres. The purpose of the amendment is to change text in the agreement regarding the timing of model home and amenity construction.

The original PD did not allow construction of the amenities to begin until after the final plat. This amendment will allow the construction of model homes and the amenities to begin within each phase to which it is located, once the construction plans are approved. Additional restrictions are being put in place requiring installation and activation of fire hydrants, and paved roads from the nearest open public road to the point of the model homes within said phase. Under no circumstance may the homes be occupied or otherwise utilized until such a time as they are connected to potable

water and sanitary sewer. Also specified in the amendment is that the construction of amenities must be completed prior to issuance of the 125th Certificate of Occupancy and no later than 18 months from the recording of the Phase 2 plat.

None of the development standards or uses from the original Trinity Gardens Planned Development agreement are being changed and the developer will need to follow the requirements that were previously outlined in the original Planned Development Agreement.

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

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

The proposed zoning classification of Planned Development is consistent with the Comprehensive Land Use Plan and the Urban Low Intensity Future Land Use Designation.

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

The amendment will not have any additional impact upon the environment or natural resources, as the development standards will remain, and only the timing is being updated. This agreement protects the city by specifying that under no circumstances may the homes be occupied or otherwise utilized until such time that they are connected to potable water and sanitary sewer.

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

The rezoning will not have any additional impact upon the economy of the affected area, as the development standards will remain, and only the timing of construction is being updated.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property.

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

There have not been any changes in the area surrounding Trinity Gardens PD since its original approval in 2022.

6. Was there a mistake in the original classification?

There was no mistake in the original classification, however, clarification of timing and requirements for permitting have been added to ensure that all applicable infrastructure is built and connected, prior to utilization and issuance of a Certificate of Occupancy.

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

The proposed amendment will not have an effect on the use or negatively affect the value of the area, as the proposed amendment will maintain the same development standards as the original Agreement.

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

The approval of the amendment will not have any additional effect upon the public health, safety and welfare, as the requirements being added into the Agreement are to protect the city, ensuring all facilities are in place prior to occupation.

C. CONCLUSION:

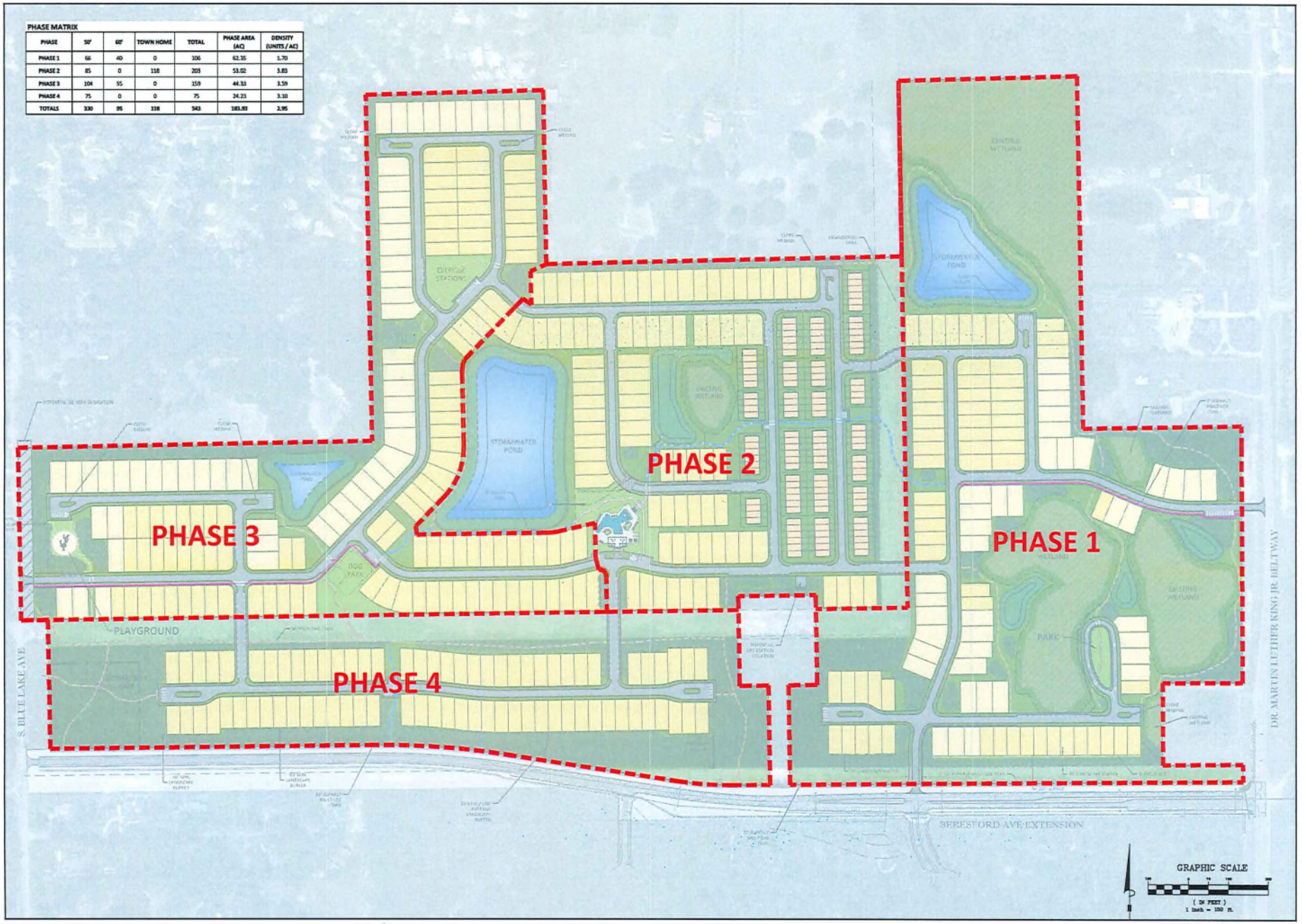
With this application, the applicant is proposing an amendment to the Trinity Gardens PD to clarify the timing of the model home construction for each phase, relative to infrastructure, which was revised in consultation with the Building Department and the Utilities Department, to ensure that the required infrastructure was not only available, but connected, prior to issuing a Certificate of Occupancy. Additionally, the amendment stipulates that the amenities must be completed prior to issuance of the 125th Certificate of Occupancy, and no later than 18 months from the recording of the Phase 2 Plat.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the requested amendment to City Commission recommending approval for the request.

PHASE MATRIX

PHASE	50'	60'	TOWN HOME	TOTAL	PHASE AREA (AC)	DENSITY (UNITS / AC)
PHASE 1	66	40	0	106	62.35	1.70
PHASE 2	85	0	118	203	53.02	3.83
PHASE 3	104	55	0	159	44.33	3.59
PHASE 4	75	0	0	75	24.23	3.10
TOTALS	330	95	118	543	183.93	2.95



KELLY, COLLINS & GENTRY, INC.

KCG

REVISION

DATE

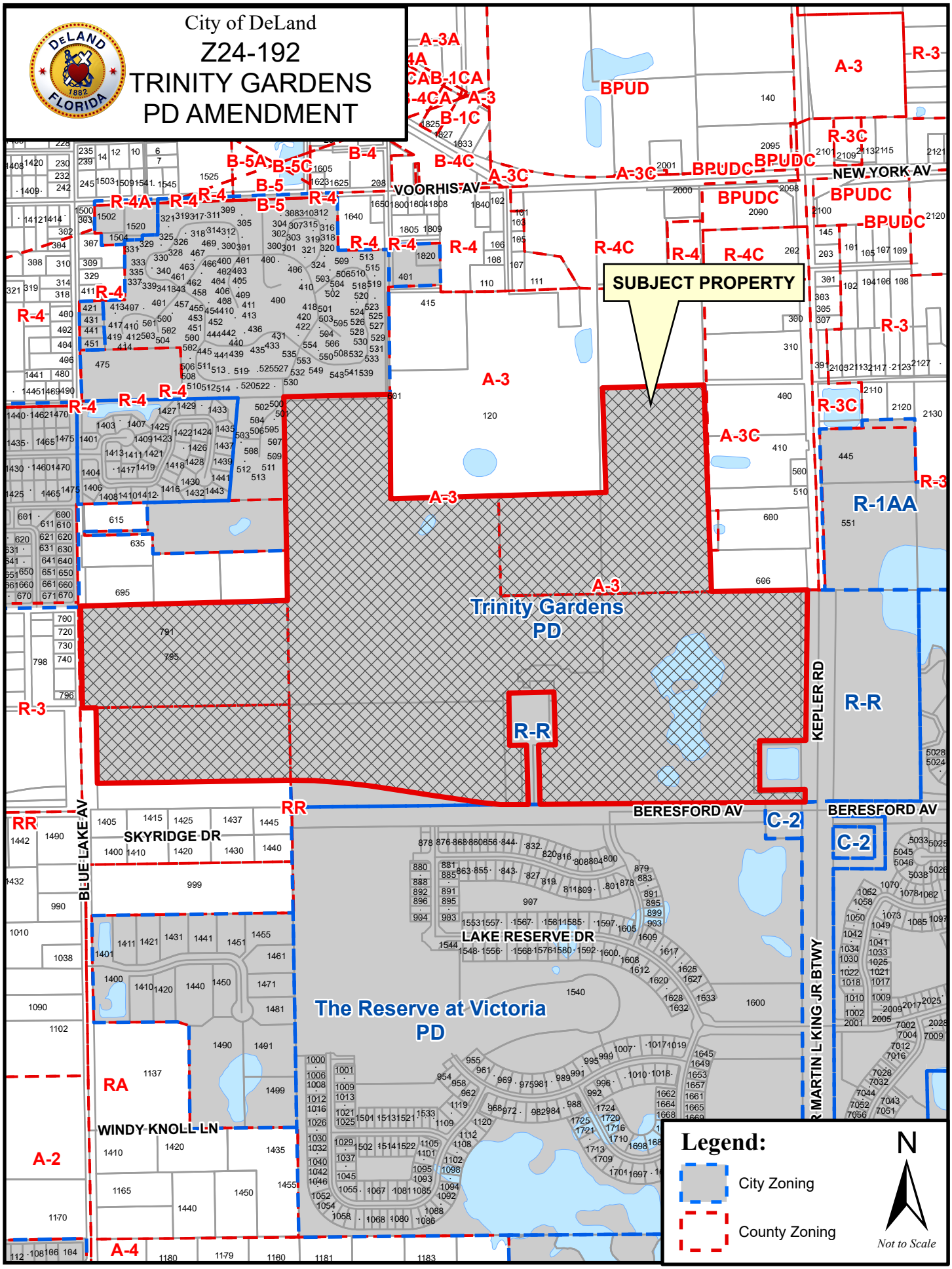
PREPARED FOR:
HANOVER LAND COMPANY

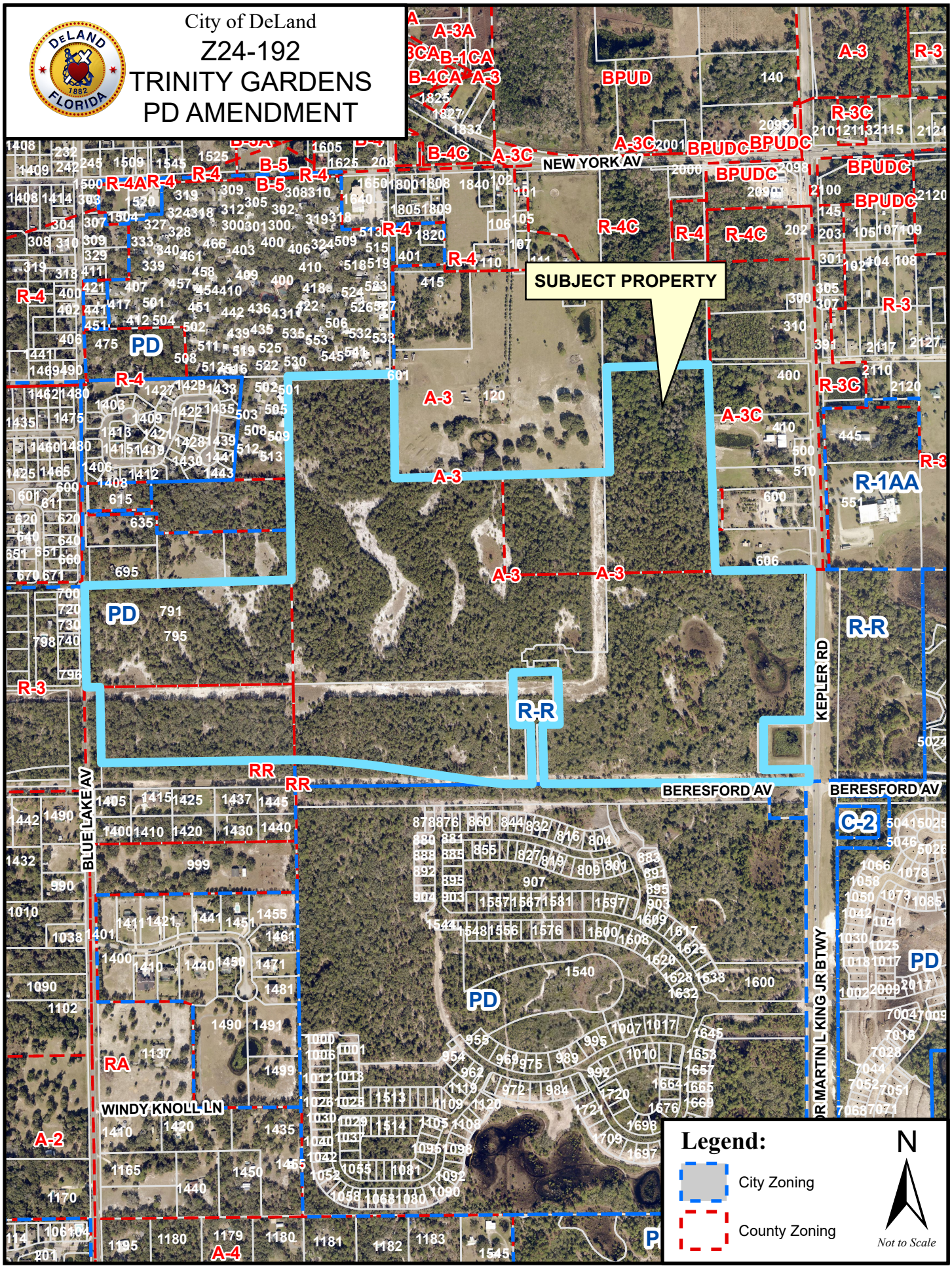
TRINITY GARDENS

PHASING PLAN

DRAWN:
DESIGN:
CHECKED:
JOB NO.:
DATE:

SHEET
2 OF 3


City of DeLand
Z24-192
TRINITY GARDENS
PD AMENDMENT
SUBJECT PROPERTY
Trinity Gardens
PD
The Reserve at Victoria
PD
VOORHIS AV
NEW YORK AV
BERESFORD AV
SKYRIDGE DR
LAKE RESERVE DR
WINDY KNOLL LN
BLUE LAKE AV
KEPLER RD
MARTIN L KING JR BTWY
Legend:
City Zoning
County Zoning
N
Not to Scale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WINDY KNOLL LN
R MARTIN L KING JR BTWY
Legend:
City Zoning
County Zoning
N
Not to Scale

Statement regarding Request of PD Amendment

for Trinity Gardens PD

We are submitting a PD Amendment request for two changes to the text of the DA. The first revision clarifies the timing of model home construction for each phase relative to infrastructure. This was revised in consultation with the building department and utilities. The second revision clarifies the timing of the main amenity that is being constructed in Phase II of the project.

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Consideration re Approval of Real Estate Purchase and Sale Agreement for North Wellfield Property.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Stonestreet - Seller signed PSA 11-20-2024, Stonestreet Acquisition Area Map

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

The City proposes to purchase 133 acres of land adjacent to existing well site north of the City along SR 11 for $700,000 ($5,263 per acre) and proposes to approve the attached purchase and sale contract for same. The land will be used for additional wells and because the well field is proximate to our existing wellfield, it will be cost effective and efficient to locate the additional wells in this location. The land will not otherwise be developed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainable communities.

SUSTAINABILITY:

By expanding the north wellfield, the city is able to disburse it's ground water withdrawals across a greater area, and in this case an area that is well outside of the springshed for Blue Spring.

FISCAL IMPACT:

The acquisition cost is $700,000 and there will be costs for surveying the property, doing inspections and the closing. Funds are included in the FY 24/25 Budget.

RECOMMENDATION:

Approve the attached purchase and sale contract.

BACKGROUND/DISCUSSION:

In 2006 the City acquired a 30-acre site from Dr. James Stonestreet in the northwest part of the county upon which the City installed a wellfield and potable water production facilities in the northwest part of the county. The City desires to expand this wellfield and has been negotiating with Dr. Stonestreet for quite some time to acquire this property. The City's existing site is outlined in green in the attached map and the purchase area is outlined in blue on the map. Expansion of the wellfield will be cost effective in this location due to the fact that the City already has the production facilities and potable water main to move the water from this location.

The contract allows for Dr. Stonestreet to continue to hunt on the property and to manage the timber on the property, including the harvesting of timber, for a period of ten years (or upon his death in the unlikely event that occurs sooner than ten years). Dr. Stonestreet has actively managed the timber on the property and adjacent property that he currently owns for a number of years and still enjoys doing so. The other details

related to Dr. Stonestreet's rights for the ten year period following the sale are laid out in Exhibit "B" to the attached contract.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement" or "Contract") is entered by and between CITY OF DELAND, a Florida municipal corporation ("Buyer") and JAMES F. STONESTREET, as Trustee of the James F. Stonestreet Revocable Trust ("Seller"). Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the following property owned by Seller:

> The land depicted in the attached Exhibit "A" consisting of 133.9 acres of land, more or less, and being a portion of the tax parcel bearing Volusia County Tax Parcel Identification Number 603703000039 and located in Volusia County, Florida.

(the "Property"). The description of the Property set forth above will be replaced with a legal description and sketch of description prepared by a licensed surveyor following execution of this Agreement by both parties, with the cost of such survey being borne solely by the Buyer. In addition, the Buyer will obtain at its sole cost a sketch and description prepared by a licensed surveyor of the Access Easement described in Section 5(c) below. The Property will be conveyed together with all easements, water rights, licenses, consumptive use permits, rights and approvals appertaining to, benefiting or affecting the said real estate; including without limitation all development-related approvals, permits, impact fee credits, utility capacity reservations, tax abatements, concurrency exemptions or similar rights, credits, reservations, abatements, exemptions or approvals, if any, that appertain to the Property or may have been granted to Seller pertaining to the Property and subject to the terms and reservations to Seller contained herein. The "Agreement Date" for purposes of this Agreement shall be the date the last of Buyer or Seller shall execute and deliver this Agreement. The Property will also be subject to the rights and reservations set forth in the attached Exhibit "B"

1. PURCHASE PRICE. The Purchase Price to be paid by Buyer to Seller for the Property is Seven Hundred Thousand and 00/100 Dollars ($700,000.00). In connection with the closing of this transaction and conveyance of title to the Property to Buyer (the "Closing"), Buyer shall pay the Purchase Price, subject to prorations as provided herein.

2. CONVEYANCE STIPULATIONS. Buyer and Seller stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and warranty deed described in Section 7.(a) below is not subject to documentary stamps tax pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2023).

3. SELLER'S PROPERTY MATERIALS. Within ten (10) days following the Agreement Date, Seller shall deliver to Buyer copies of the following materials which are in Seller's possession or reasonable control (collectively, "Seller's Property Materials"): (i) Seller's most recent title insurance policy for the Property, and copies of all exception documents shown thereon that are in Seller's possession or control (the "Existing Title Materials"); (ii) Seller's most recent survey(s) pertaining to the Property (the "Existing Surveys"); (iii) all development approvals and permits that have been issued by any governmental authorities and/or private utility companies with respect to the Property, if any (and with respect to any development approvals or permits that have been applied for but not yet issued, a copy of the application materials and all correspondence relating

thereto), including without limitation, any development orders, site plan approvals, permits for installation of water and sewer facilities, and also including any conditions, restrictions, obligations, covenants, declarations or agreements that may exist or may have been submitted, received by, entered into or accepted by Seller pertaining to development of the Property (collectively, the "Existing Entitlement Materials"); (iv) all engineering and geotechnical drawings, plans, reports and materials that exist pertaining to development of the Property in accordance with the Existing Entitlement Materials; and (v) all environmental assessment reports, soil tests, wetland delineation reports, endangered species reports and other engineering reports and materials pertaining to the physical condition of the Property that presently are in Seller's possession or control. Buyer acknowledges that the Seller's Property Materials are being furnished to Buyer as an accommodation and, except as may be expressly set forth elsewhere in this Agreement, Seller makes no warranty or representation whatsoever to Buyer concerning the completeness and/or accuracy of any of the Seller's Property Materials.

4. TITLE AND SURVEY. During the Inspection Period, (i) Buyer shall obtain at Buyer's expense a title insurance commitment (the "Title Commitment") issued by a nationally recognized title insurance company ("Title Company") showing marketable title in the name of the Seller and binding Title Company to deliver to Buyer upon Closing an extended coverage ALTA Form B policy of owner's title insurance in the amount of the purchase price (the "Title Policy"), and (ii) Buyer may obtain at its expense, from a licensed surveyor, a new or updated survey of the Property (a "New Survey"). In the event any of the Existing Title Materials, Existing Surveys, the Title Commitment or any New Survey shall evidence any matter reasonably objectionable to Buyer, Buyer shall notify Seller of same in writing (a "Title Objection") prior to expiration of the Inspection Period and Seller shall promptly commence reasonable diligence to cure such Title Objection prior to Closing; provided, if Seller reasonably concludes that notwithstanding its reasonable efforts, Seller will not be able to cure or remove any Title Objection prior to Closing, then Seller shall, within ten (10) days following its receipt of the Title Objection, deliver written notice to Buyer (a "Non-Cure Notice") informing Buyer of Seller's inability to cure the Title Objection and detailing the circumstances that render Seller not able to cure the Title Objection; further provided, in the event Seller shall deliver a Non-Cure Notice to Buyer, Buyer may terminate this Agreement by written notice delivered to Seller within ten (10) days following Buyer's receipt of the Non-Cure Notice, in which event Buyer shall return the Seller's Property Materials to Seller and neither Seller nor Buyer shall have any further rights or obligations under this Agreement except for indemnity obligations which shall survive termination of this Agreement. All matters disclosed by the Existing Title Materials, Existing Surveys, the Title Commitment or any New Survey and not objected to by Buyer as a Title Objection, and any Title Objection which is the subject of a Non-Cure Notice, shall be deemed "Permitted Exceptions" hereunder; provided, however, notwithstanding anything to the contrary in this Agreement, no mortgage lien, judgment lien, mechanic's lien or other lien or encumbrance upon the Property which can be removed by payment of a liquidated sum of money (herein, a "Money Lien") shall qualify as a Permitted Exception. Seller shall not be required to remove any Money Lien prior to Closing; however, in connection with the Closing Seller shall remove or bond off all Money Liens, using the Purchase Price proceeds as necessary, with the instrument releasing or discharging such Money Lien being recorded after the Closing in accordance with customary conveyancing practices.

5. TERMINATION AND GRANT OF EASEMENTS. At Closing, Buyer and Seller

shall execute the following:

(a) A termination of easement document for the purpose of terminating the easements reserved unto Seller in that certain Warranty Deed dated September 12, 2006 and recorded on September 19, 2006, in Official Records Book 5916, Page 4381, of the Public Records of Volusia County, Florida;

(b) A termination of easement document for the purpose of terminating that certain Grant of Easement dated September 3, 2014, and recorded on October 24, 2014, in Official Records Book 7046, Page 3903, of the Public Records of Volusia County, Florida; and

(c) A grant of easement from Buyer to Seller for an access easement over the shaded area on Exhibit "C" (the "Access Easement"). Buyer will, at its expense and prior to Closing, have a surveyor prepare a sketch and legal description for the Access Easement Area. The Access Easement will be for the sole purpose of allowing the owner and any future owner of the property bearing tax parcel identification number 603703000037 and being approximately 109.9 acres in size (the "Benefitted Forestry Parcel") to access the Access Easement for the purpose of providing access to the Benefitted Forestry Parcel.

6. CLOSING DATE AND LOCATION. The Closing hereunder shall be held on or before February 14, 2025, at the offices of Paul, Elkind, Branz & Paul, LLP or at such other place as the parties may mutually agree (the "Closing Agent").

7. CLOSING DELIVERIES. At the Closing, and as an express condition of Buyer's obligation to close, Seller shall deliver to the Closing Agent the following documents, all in form reasonably satisfactory to Buyer and Title Company in accordance with customary title standards and conveyancing practices in Volusia County, Florida:

(a) A statutory warranty deed conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens and encumbrances except applicable governmental zoning, building and use restrictions and the Permitted Exceptions;

(b) Such other instruments of sale, authority, assignment, conveyance or transfer as shall reasonably be necessary or desired to transfer all Seller's rights, title and interest in or appertaining to the Property to Buyer;

(c) A non-foreign affidavit meeting the requirements of the Internal Revenue Service;

(d) A Seller's affidavit in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, including the parties in possession, mechanic's lien, and gap exceptions, from the title commitment and policy and running to the benefit of Buyer and the Title Company insuring title to the Property stating that there are no outstanding unrecorded options or contracts for sale of the Property involving anyone other than Buyer, that the Property is unencumbered except as specifically set forth in the Title Commitment, and that no construction or repairs have been made, nor any work done to or on the Property by Seller which has not been paid for in full, nor any contract entered into nor

anything done upon Seller's instructions which would cause or result in a lien or claim of lien to be made against the Property under any construction lien law; and

(e) An instrument terminating all interests of the Seller or any other person in or related to the easements describe in Section 5 above.

8. CLOSING EXPENSES AND PRORATIONS. At the Closing, Buyer shall pay all state, county and municipal stamps, fees and transfer taxes required to be paid in connection with conveying the Property from Seller to Buyer and all premiums and fees for the Title Policy. Buyer shall pay the cost of recording the deed and, if applicable, Buyer's mortgage and related security instruments. Each party shall pay any fees due to its own attorneys or other consultants. Ad-valorem real estate taxes for the tax fiscal year during which the Closing occurs and any utility charges or similar expenses pertaining to the Property shall be apportioned between the parties as of the end of the day of Closing in accordance with customary practice. Seller shall be responsible for special assessment liens existing as of the day of Closing. Seller and Buyer agree that if any supplemental information becomes available within one (1) year following the Closing that indicates any prorations made at time of Closing were incorrect, then upon written request by either party to the other, Seller or Buyer shall promptly adjust the said incorrect proration(s) by separate payment from/to Seller or Buyer as applicable (which obligation shall survive the Closing hereunder for a period of one (1) year following Closing without regard to whether any express statement to such effect appears on the Closing statement).

9. BUYER RESPONSIBLE FOR ALL COSTS AND DAMAGES. Notwithstanding anything to the contrary in this Agreement, and without regard to whether Buyer or Seller shall Close under this Agreement or the Agreement is terminated by either party without a Closing pursuant to the terms of this Agreement, Buyer shall be responsible for all engineering fees, legal fees and consultant fees and all other costs and expenses incurred in connection with Buyer's investigations related to the Property.

10. SELLER'S WARRANTIES. As a material inducement to Buyer entering into this Agreement and expending substantial monies and effort to conduct its due diligence investigations, and as a condition to Buyer's obligation to Close hereunder, Seller represents and warrants to Buyer that the following statements are true and correct and, will remain true and correct through the date of Closing hereunder.

(a) Seller has good and indefeasible title for sale and purchase of the Property and shall maintain this title in good standing and the title, at closing, shall be good and indefeasible and shall comply, upon title transfer, as called for in this Agreement within paragraph 5.

(b) No party except Seller is in possession of any portion of the Property, no person or entity except Buyer has any right or option to acquire all or any portion of the Property and, to the best of Seller's knowledge, no prescriptive or other implied or expressed rights-of-way or easements in the Property exist in the public, in any adjacent lands or in any third parties.

(c) Seller has not filed and has no present intention of filing any voluntary petition in bankruptcy or seeking any similar relief under any applicable federal or state law; and Seller is not

aware of any fact, condition, agreement, claim, circumstance or legal action or proceeding currently existing, pending, threatened or contemplated against Seller which might impair Seller's right to convey the Property to Buyer as contemplated by this Agreement.

(d) To Seller's knowledge, the Property is in compliance with all applicable federal, state or local health, safety, pollution, or similar laws, rules or regulations pertaining to the environmental condition of the Property, and Seller is not aware of any hazardous or toxic substances or materials on or beneath the Property, or on or beneath lands located near to the Property, that would require a response or remedial action under any such environmental law.

(e) Seller is not aware of any pending or anticipated special assessments, moratorium, proceeding in the nature of a condemnation or governmental taking, or other legal or administrative proceeding currently existing, pending, threatened or contemplated against any portion of the Property.

From and after the Agreement Date and until Closing or earlier termination of this Agreement, Seller will exercise good faith and all reasonable care and diligence to maintain the herein representations and warranties of Seller true and accurate, and if Seller shall become aware of any fact, matter or circumstance which makes any of the herein representations and warranties of Seller no longer true or accurate, Seller will immediately notify Buyer of same in writing. It shall be a condition to Buyer's obligation to Close under this Agreement that the herein representations and warranties of Seller remain true and correct as of the Closing Date, and in the event that at any time prior to Closing any of the said representations or warranties shall become no longer materially true and correct, Buyer shall have the remedies available to Buyer in the event of a default by Seller under this Agreement.

11. MAINTENANCE OF PROPERTY. Through the Closing or earlier termination of this Agreement Seller shall (i) maintain the Property in the same condition as it exists as of the Agreement Date, normal wear and tear excepted, provided however, and notwithstanding anything herein to the contrary, Seller may continue all scheduled or reasonably anticipated timber maintenance on the Property during the pendency of this Agreement, including but not limited to, prescribed burns, mechanical mulching, or forestry management practices consistent with Seller's previous use of the Property and in accordance with timber industry best management practices, and such timber maintenance practices shall not constitute deterioration, waste, or misuse of the Property; (ii) comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Property; and (iii) not suffer or permit any sale, transfer, lease or encumbrance of, or lien upon, the Property.

12. DEFAULT. If Buyer shall fail or refuse to perform any of Buyer's obligations under this Agreement and such failure or refusal continues for ten (10) days following written notice thereof given to Buyer by Seller, Seller may terminate this Agreement by written notice to Buyer. If Seller shall fail or refuse to perform any of Seller's obligations under this Agreement and such failure or refusal continues for ten (10) days following written notice thereof given to Seller by Buyer, Buyer may either (i) terminate this Agreement by written notice to Seller, or (ii) commence a suit for specific performance of Seller's obligations under this Agreement.

13. CONDEMNATION. In the event that prior to Closing, all or any portion of the Property or any rights or easements therein shall be taken by condemnation or rights of eminent domain or like process, or shall be threatened therewith, and the same, in Buyer's reasonable opinion, would have a materially adverse impact upon Buyer's use of the Property for Buyer's Intended Purposes, Buyer shall, within fifteen (15) days after having received written notice thereof from Seller, elect in writing to either (a) terminate this Agreement by giving written notice thereof to Seller whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, except as otherwise provided or; (b) require Seller to convey the remaining portion or portions of the Property to Buyer pursuant to the terms and provisions hereof and to transfer and assign to Buyer at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation.

14. BROKERS. Seller and Buyer shall each pay their own real estate agent fees separately from the Closing. Seller hereby indemnifies Buyer and agrees to defend and hold harmless Buyer from any loss, damage, cost, expense, liability or claim, including legal fees, which Buyer may reasonably incur or suffer in connection with any real estate brokers or agents claiming by, through or under Seller seeking any commission, fee or payment in connection with the transaction contemplated by this Agreement. For clarity, Seller's agent is Frank Lalashuis of Palmetto Realty, and Seller shall be solely responsible for compensation of Seller's agent, and expressly indemnifies Buyer from the same.

15. NOTICES. All notices, demands or communications given pursuant to this Agreement shall be in writing and shall be delivered pursuant to one of the following methods of delivery: (i) United States Post Office certified mail or registered mail, return receipt requested, (ii) a nationally recognized overnight courier service which obtains a signed receipt upon delivery (e.g., U.S. Post Office Express Mail, Federal Express, Airborne Express, etc.), (iii) hand delivery, upon a signed receipt, or (iv) email transmission, provided that the addressee party acknowledges in writing its receipt of the transmission (sender's own email confirmation sheet or message not sufficient). Notice shall be addressed to the party or person to whom the notice is to being given, at the following addresses:

To Seller:

James F. Stonestreet, as Trustee of the James F. Stonestreet Revocable Trust
1013 Lakemont Circle
Winter Park, FL 32792
Telephone: (407) 718-5034
docstonestreet@gmail.com

_____

With a Copy to:

Joshua C. Wells
Wright & Casey, P.A.

340 N. Causeway
New Smyrna Beach, FL 32169
386-428-3311
jwells@surfcoastlaw.com

To Buyer:

City of DeLand
c/o Edwin R. Barfield, SR/WA
Barfield Group
3165 McCrory Place, Suite 172
Orlando, FL 32803
Telephone: (407) 893-5759
ed@barfieldgroup.com

_____

With a Copy to:

Darren J. Elkind, Esq.
142 East New York Avenue
DeLand, FL 32724
386-734-3020
delkind@paulandelkind.com

Any notice, demand or communication so given, must be in writing, and if delivered or made by United States Post Office certified or registered mail, shall be deemed given, delivered or made on the second business day after the same is deposited in the United States mail. Any notice, demand or communication not given, delivered or made by registered or certified mail as aforesaid shall be deemed given, delivered or made upon receipt of same (or refusal of receipt of same) by the party to whom the same is to be given, delivered or made. Seller or Buyer may from time to time notify the other party of changes with respect to whom and where notices should be sent by sending notification of such changes pursuant to this Paragraph.

16. GENERAL PROVISIONS.

(a) *Legal Holiday.* If any date set forth herein for the performance of any obligation by Seller or Buyer or for the delivery of any instrument or notice should fall on a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday.

(b) *Entire Agreement.* This Agreement represents the entire understanding between Seller and Buyer with respect to the transaction contemplated herein and supersedes, incorporates and merges all prior negotiations, representations and agreements, whether oral or written. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement.

(c) *Amendment.* This Agreement may not be amended, nor shall any waiver,

change or modification be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement is sought.

(d) *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors and assigns of the respective parties, and be a burden running with title to the Property.

(e) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

(f) *Interpretation.* Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted.

(g) *Waiver of Breach*. The failure of any party hereto to enforce any provision of this Contract shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Contract or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Contract shall be held to constitute a waiver of any other or subsequent breach.

(h) *Severability.* In the event any provision of this Agreement or any paragraph, sentence, clause or wording appearing herein in this Agreement shall prove to be invalid, void or illegal for any reason and same shall not materially interfere with the fairness of this Agreement or either party's ability to perform its other obligations under this Agreement, then such invalidity, voidance or illegality shall not affect, impair or invalidate any other provision of this Agreement, and the remaining terms and provisions of this Agreement shall nevertheless remain in full force and effect.

(i) *Legal Expenses and Attorneys' Fees.* In the event a dispute arises between Seller and Buyer related to or arising out of any breach or alleged breach of this Agreement, or any representation, covenant or warranty contained in this Agreement, and such dispute gives rise to any administrative proceeding, arbitration, court action or other legal process or proceeding, then, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all losses, damages, costs, liabilities or expenses reasonably incurred by the prevailing party in furtherance of or defense of said action, process or proceeding, including, without limitation, reasonable attorneys fees whether incurred in preparation for or conduct of trial, administrative or arbitration proceedings, appellate proceedings, or post-judgment proceedings. The term "prevailing party" as used in reference to proceedings in the Federal Bankruptcy Court shall be deemed to mean the prevailing party in any adversary proceeding or contested matter, or any other actions taken by the non-bankrupt party which are reasonably necessary to protect its rights in the Property and under the terms of this Agreement.

(j) *Applicable law and Venue.* This Contract shall be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is where the property is located: the Seventh Judicial Circuit Court in Volusia County, Florida.

(k) *WAIVER OF JURY TRIAL.* IN THE INTEREST OF AVOIDING THE DELAYS AND EXPENSES ASSOCIATED WITH JURY TRIALS, SELLER AND BUYER MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

17. EXECUTION. No binding legal obligation shall be created hereunder until such time as both Seller and Buyer have both formally executed and delivered this Agreement and the first party to execute this Agreement shall remain free to withdraw from its offer to enter into this Agreement at any time prior to such time as it shall receive written evidence of the other party's formal execution of this Agreement (facsimile evidence of such transmission being acceptable provided the said executing party shall promptly post at least one original for delivery to the other party). Electronic execution of this Agreement by Docu-Sign, Adobe, or otherwise, shall be deemed an original if executed and delivered in accordance with the notice provisions of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed in multiple copies as of the date indicated below.

SELLER:

James F. Stonestreet Revocable Trust

James F. Stonestreet (Nov 20, 2024 09:32 EST)

BY: James F. Stonestreet, Trustee

Date: 11/20/, 2024

BUYER:

City of DeLand, a Florida municipal corporation

By: Christopher M. Cloudman, Mayor

Date: _____, 2024

EXHIBIT A

AERIAL EXHIBIT DEPICTION OF SUBJECT PROPERTY

EXHIBIT B

ADDITIONAL TERMS

1. For a period of ten (10) years following the Closing, James F. Stonestreet individually shall have a license to utilize and access the Property for purposes of hunting, forestry and timber maintenance and harvesting, and activities related thereto including but not limited to harvesting of existing timber, prescribed burning, and mechanical mulching. This license shall include the right to place hunting accoutrements such as tree stands, trail cameras, and food plots within the Property, but not the right to place any cabins, trailers, camps or any fixtures upon the Property, nor does it include any right to improve or otherwise modify the Property in any way. This license is individual and belongs to James F. Stonestreet ("Licensee") only, however the parties acknowledge that the Licensee may, at his reasonable discretion, utilize the Property with guests, friends, family members, agents, or invitees, provided that Licensee shall supervise and retain complete responsibility for the actions of such guests and invitees during their occupancy of the Property. Licensee may utilize professional service providers in effectuating the forestry and hunting practices and activities reserved to License referenced herein, provided that such service providers are supervised by Licensee, and provided that Licensee shall indemnify Buyer from and against any liabilities arising from such service providers actions within the Property. Licensee may not assign or otherwise transfer this license to any other party without the express written consent of Buyer, which consent may be withheld in the sole discretion of Buyer. This license to enter upon and hunt on the Property shall cease upon the earlier of the death of James F. Stonestreet (Licensee) or ten (10) years following the Closing. Licensee shall remove any hunting accoutrements left upon the Property upon the termination of this license and in the case that the license terminates due to the death of James F. Stonestreet (Licensee), his heirs may enter the Property for the sole purpose of retrieving his hunting accoutrements from the Property within 180 days following his death. The heirs shall notify the City of DeLand Utilities Director or City Manager prior to entering the Property for this purpose. Except as otherwise provided herein, no other person or entity other than the City of DeLand and its agents, employees and assigns shall have any right to enter upon the Property.

2. Licensee shall obtain a liability insurance policy in the amount of $1,000,000 per occurrence, which policy shall name the City as an additional insured, for any liability arising out of or otherwise related to the entry upon or use of the Property by Licensee or any of his guests or invitees. Licensee hereby releases, holds harmless and indemnifies the City of DeLand for any bodily injury or property damage, or any other claim whatsoever, suffered by Licensee or any of his guests or invitees as a result of or arising out of the entry upon and use of the Property by Licensee or any of his guests or invitees.

3. As consideration for the license granted to Licensee to enter and hunt on the Property, Licensee agrees to manage the existing timber stands on the Property, at his sole and reasonable discretion and in accordance with timber industry best management practices,

and at no cost to the City of DeLand during the term of the hunting license. Such timber management shall be conducted in accordance with forestry best management practices.

4. Licensee shall be authorized to harvest and sell the timber on the Property during the term of the hunting license and retain the proceeds thereof. However, any such timber harvesting must be done in coordination with the City of DeLand and in a manner that is reasonably acceptable to the City of DeLand. At least fifteen (15) calendar days prior to conducting any timber harvesting operations on the Property, or at least five (5) business days prior to conducting any controlled burns on the Property, Licensee shall notify the City of DeLand of the impending operations. Notwithstanding the foregoing, the parties acknowledge and agree that standard forestry practices such as but not limited to installation of fire lines, mowing, mechanical mulching, prescribed burning, and related activities, are acceptable activities related to such timber harvesting. Licensee and any contractors that he retains to conduct timber harvesting operations or other operations requiring the operation of machinery on the Property shall carry pollution liability insurance covering such operations in an amount reasonably acceptable to the City of DeLand and the City of DeLand shall be listed as an additional insured on any such policies.

5. The City of DeLand will notify Licensee of the proposed location of the proposed wells that the City plans to install on the Property, but the City of DeLand shall in no way be restricted by this provision in the placement of such wells, except that such wells shall not be located within the Access Easement described in Section 5(c) above.

6. Seller or Licensee may install gates or chains adjacent to the common property line between the Property and the Seller's remaining adjacent property for the purpose of restricting vehicular access from the Property onto Seller's adjacent property. City's surveyor will install wood lathes where: vehicle paths cross the shared property boundary with Seller's remaining adjacent property; the vehicle path is located at the shared property boundary with the Four Star Timber, Inc. property; the vehicle path is located at the shared property boundary with the St. Johns River Water Management District property; the common property line with Seller's adjacent property extends across the food plot located within the limits of the Access Easement area at both the west and east limits of the food plot.

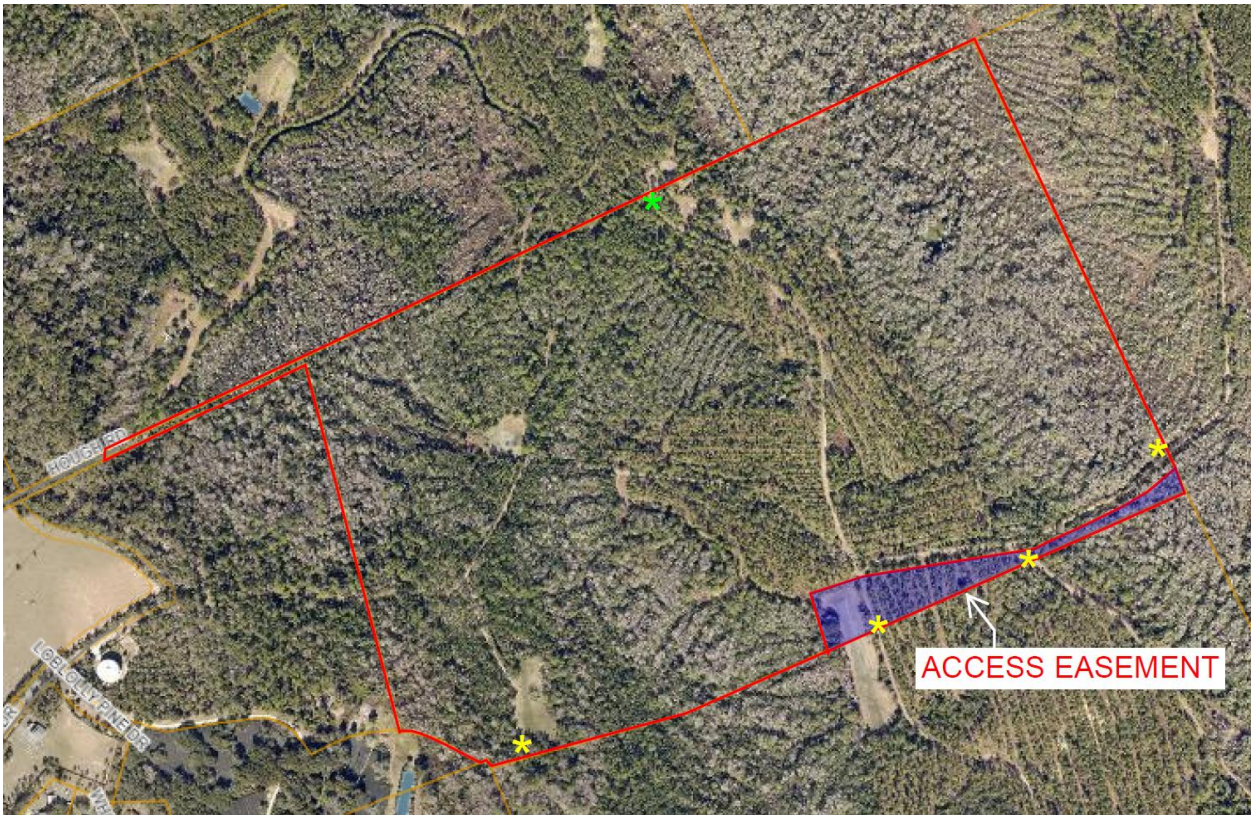
7. The City of DeLand will post up to five signs adjacent to the vehicle paths at the shared property boundary with Seller's adjacent property stating "No Trespassing Allowed Beyond This Point" onto Seller's adjacent property and the St. Johns River Water Management District property, at the locations depicted on Exhibit "C" by the yellow asterisks, and a sign adjacent to the vehicle path at the shared property boundary with the Four Star Timber, Inc. property stating "No Trespassing Allowed Beyond This Point" onto City's property, at the location depicted on Exhibit "C" by the green asterisk.

8. The provisions of this Exhibit B shall survive the Closing. For the sake of clarity, all rights granted to Licensee with respect to the access to or use of the Property, except for the rights granted by the Access Easement shall terminate on the earlier of the death of James F. Stonestreet (Licensee) or ten (10) years following the Closing.

9. Buyer agrees to cooperate with Seller in Seller's efforts to participate in a tax-deferred 1031 Exchange.

EXHIBIT C

AERIAL EXHIBIT



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Final Audit Report 2024-11-20

Created:	2024-11-20
By:	Joshua Wells (jwells@surfcoastlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANQB_h7oy1V_M7OyVnvPZR5oxXLtQ4dbd

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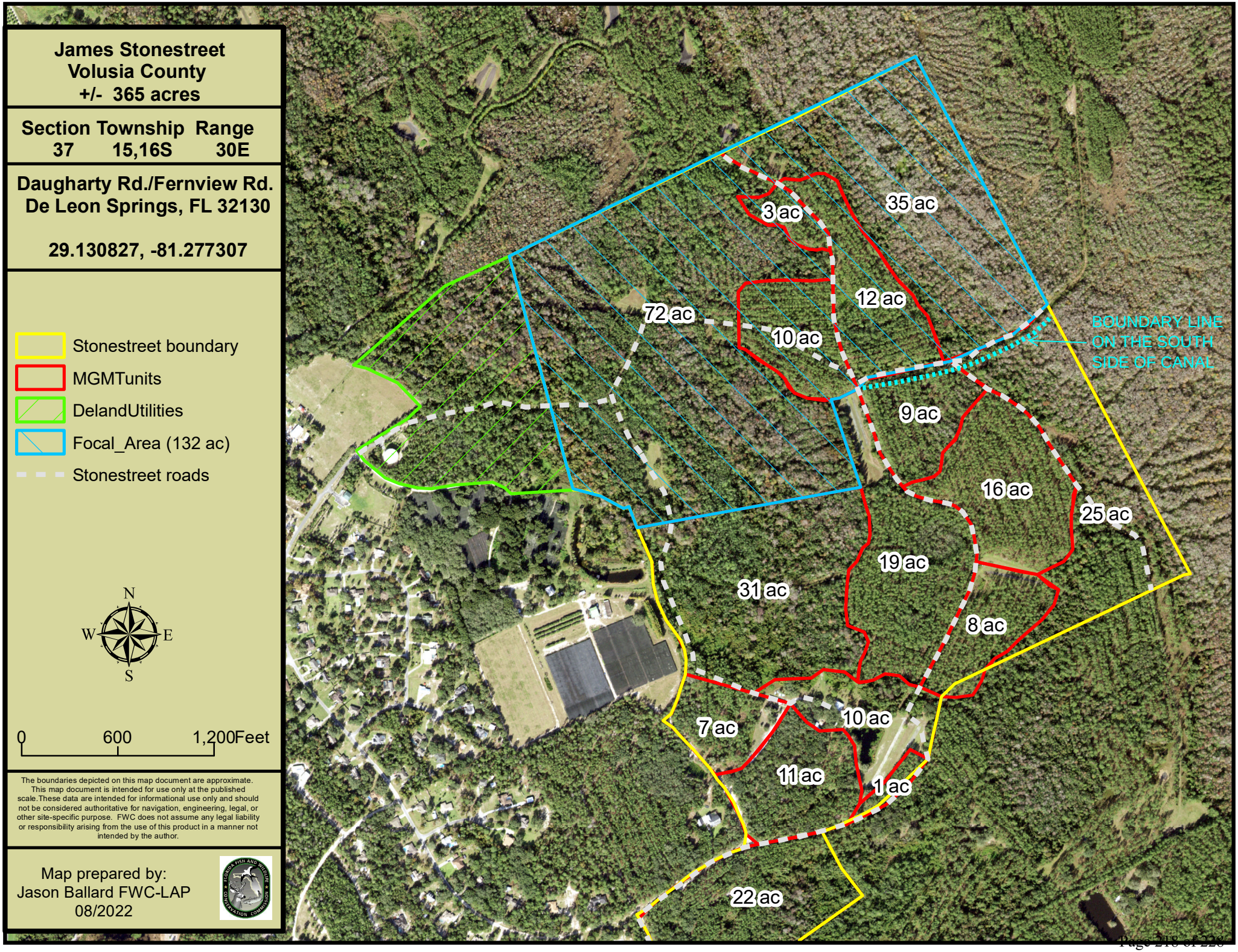
Document created by Joshua Wells (jwells@surfcoastlaw.com)
2024-11-20 - 1:37:03 PM GMT- IP address: 71.43.42.14

Document emailed to James F. Stonestreet (docstonestreet@gmail.com) for signature
2024-11-20 - 1:37:07 PM GMT

Email viewed by James F. Stonestreet (docstonestreet@gmail.com)
2024-11-20 - 2:25:54 PM GMT- IP address: 74.125.210.134

Document e-signed by James F. Stonestreet (docstonestreet@gmail.com)
Signature Date: 2024-11-20 - 2:32:46 PM GMT - Time Source: server- IP address: 35.145.4.168

Agreement completed.
2024-11-20 - 2:32:46 PM GMT


James Stonestreet
Volusia County
+/- 365 acres
Section Township Range
37 15,16S 30E
Daugharty Rd./Fernview Rd.
De Leon Springs, FL 32130
29.130827, -81.277307
Stonestreet boundary
MGMTunits
DelandUtilities
Focal_Area (132 ac)
Stonestreet roads
N
W
E
S
0
600
1,200Feet
3 ac
35 ac
12 ac
72 ac
10 ac
BOUNDARY LINE
ON THE SOUTH
SIDE OF CANAL
9 ac
16 ac
25 ac
19 ac
31 ac
8 ac
7 ac
10 ac
11 ac
1 ac
22 ac
The boundaries depicted on this map document are approximate. This map document is intended for use only at the published scale.These data are intended for informational use only and should not be considered authoritative for navigation, engineering, legal, or other site-specific purpose. FWC does not assume any legal liability or responsibility arising from the use of this product in a manner not intended by the author.
Map prepared by:
Jason Ballard FWC-LAP
08/2022

CITY OF DELAND
Request for Commission Action
December 2, 2024

SUBJECT: Consideration re Engagement Agreement Between Dinsmore & Shohl LLP and the City of DeLand, Florida for Retention of Outside Counsel for an Eminent Domain Matter.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Engagement Agreement - City of Deland

APPROVED BY: Michael Pleus, City Manager, November 25, 2024

SUMMARY/HIGHLIGHT:

City staff believe that it may be necessary to condemn a parcel of property for a wellfield expansion and the City Attorney has advised that the City should hire an outside attorney who is an expert in such matters. At this juncture, the City Commission is NOT being asked to consider the taking of property or even to discuss it, but only the retention of a law firm to handle the matter. Typically, the City Attorney would designate outside counsel and have the City Manager execute a retainer agreement. However, when interviewing attorney Jay Small that the City Attorney was considering for this purpose, the City Attorney learned that a cousin of our City Manager works in the same firm with Mr. Small, as such the City Attorney and City Manager needed to bring this particular outside counsel selection to the City Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact will be almost entirely dependent on whether the city actually proceeds with the condemnation (a subject to be addressed at a later date and not as part of this agenda item). Mr. Small, the prospective outside counsel, has prepared a comprehensive and detailed budget outlining what the case could cost if it went all the way to a trial.

RECOMMENDATION:

Approve the attached retainer agreement.

BACKGROUND/DISCUSSION:

The City Attorney needs the City to retain outside legal counsel for the City who is an expert in eminent domain cases. Although the City Attorney has previously handled the city's eminent domain cases (most recently the property purchased to accommodate the Utility Administration Building, there is concern that a potential upcoming case would necessitate a lawyer who specializes specifically in eminent domain cases. The City Attorney contacted the well-known eminent domain attorney Jay Small. When the City Attorney was

discussing the engagement with Mr. Small, they realized that one of Mr. Small's law partners, in a large firm, is the cousin of the City Manager. Although this does not preclude the retention of Mr. Small and his firm, nor is there any ethical issue with their retention, the City Manager and City Attorney wanted the City Commission, as opposed to the City Manager, authorize the retention. Mr. Small is imminently well qualified for the undertaking as is his law firm.

Notably absent from this agenda item is any discussion of what property may be condemned. The reason is that there are a number of legal steps that the City has to take in order to comply with the provisions of Chapters 73 & 74 of the Florida Statutes related to eminent domain cases. City staff will, and is required by law, to come back to the City Commission for authorization to commence eminent domain proceedings. So the actual property and particulars will be the subject of a future agenda item.

Legal Counsel.

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Jay W. Small
(407) 377-6174 (direct) · 407-423-2016 (fax)
Jay.Small@dinsmore.com

November 20, 2024

Via E-mail to: cloudmanc@deland.org

Chris Cloudman, Mayor
City Commission
120 S. Florida Avenue
DeLand, Florida 32720

Re: Engagement Agreement between Dinsmore & Shohl LLP and City of Deland, Florida

Dear Mayor Cloudman:

Thank you for your consideration of our firm as eminent domain counsel. This letter sets forth our agreement to provide legal services, the basis on which the firm charges for those services, the policy of the firm concerning fees and billing arrangements, and the terms and conditions under which our firm will provide representation.

1. Parties.

This Engagement Agreement ("Agreement") is between Dinsmore & Shohl LLP ("Firm" or "firm") and the City of DeLand ("City").

2. Scope of Engagement.

This Agreement establishes the scope and terms of our legal representation of the City regarding the condemnation property. The firm will serve as counsel to render pre-condemnation, negotiation, and condemnation litigation services including, if necessary, appellate representation pertaining to the property acquisition, or such other matters as are as are assigned to the firm. The firm will work directly with and report to the City Attorney and designated City staff. This Agreement does not guarantee or entitle the firm to any minimum amount of work or compensation. Assignment of cases or legal work will be made at the sole discretion of the City.

3. Rates.

The City agrees to compensate the firm for its services at discounted hourly rates from the firm's standard hourly rates. The firm shall be compensated at the following hourly rates for actual reasonable time spent by either an attorney fully licensed in the State of Florida or a practicing paralegal:

Attorney	Hourly Rate
Partner	$ 440.00
Associate	$ 360.00
Paralegal	$ 185.00

The stated hourly rates may be subject to an increase of no more than 4% per year on the anniversary date of this Agreement. The firm shall provide the City notice of any such increase at least 30 days prior to the anniversary date of this Agreement. Any type of billing or time keeping which allows compensation for time not actually spent by the firm is not permitted under this Agreement. It shall be a material breach of this Agreement for the firm to submit for payment any invoice for services rendered which either: (i) overstates the amount of time spent by a member or employee of the firm pursuant to this Agreement; or (ii) includes time spent by any person not affiliated with the firm, unless approved in advance by the County.

The rates agreed upon herein are based upon the provision of services to the City by an attorney or paralegal who is experienced in the areas of law assigned by the City. Should the City assign to the firm a matter involving areas of law in which the firm is inexperienced, then the firm shall either decline the assignment within five working days or accept the assignment but, pursuant to Rule 4-1.5, Florida Bar Rules of Professional Conduct, the firm shall not bill the City for time expended to gain expertise in such areas of law or practice.

4. Expenses.

Unless the City and the firm agree otherwise, the City will reimburse the firm for direct expenses (if any) actually incurred by the firm for or on behalf of the City as follows:

A. Copying (up to $ .20 per page);

B. Postage;

C. Overnight courier delivery to out-of-town locations;

D. Long-distance telephone calls (exclusive of long-distance telephone calls incurred between the firm and the City);

E. Transportation, lodging, meals when traveling out of the metropolitan-Orlando area in the course of providing services to the City (all reimbursements for travel, lodging and meals shall comply with the restrictions under § 112.061, Fla. Stat., as if the firm was legally subject to them);

F. Court reporter fees and transcript expenses;

G. Court-filing fees and process server charges; and,

H. Internet research, such as Lexis.

Reimbursement for these expenses will be made only in the exact amounts incurred by the firm, without any mark-up or multiplier. There will be no reimbursement for any type of expenses not identified above without the written authorization of the City Attorney or his designee.

5. Invoicing.

The firm will submit, each month, an invoice of its fees for services rendered and costs incurred to the City Attorney or his designee. The portion of the invoice setting forth the fees for services rendered shall specify for each entry a description of the service performed, the date such service was performed, the person performing the service, the amount of time expended billed in increments of tenths of an hour, the rate charged per hour, and the total fee. The section of the invoice setting forth the costs to be reimbursed shall contain an itemization of all such costs, the date each cost was incurred, and the amount of such cost. Upon request, the firm shall submit copies of appropriate receipts and other evidence of incurring of the expense.

Each invoice shall be deemed to warrant that the invoice sets forth the actual time spent and the actual costs incurred. The City shall be entitled to rely on this warranty. The City shall remit payment to firm within 45 days of its receipt of firm's invoice. The City Attorney or his designee will authorize payment of fees and costs, upon review and approval of the invoice, if such fees and costs for any are reasonable and justified.

6. Document Retention.

The law imposes a duty upon persons to preserve evidence if litigation might ensue. Whether a suit has been filed or even threatened in this case, if a claim is reasonably possible, then the City must preserve its evidence. The City should therefore retain all documents, both paper

and those stored electronically, which potentially relate to this matter. Electronically stored documents include all those maintained on a computer, including all e-mails. The City should suspend any document destruction procedures that could possibly affect documents relating to this matter. The City must not discard or overwrite computer backup storage so as to avoid the potential loss of documents in electronic form relating to this matter. If a lawsuit ensues on the relevant matters, the City can be required to provide all potentially relevant documents, paper and electronic, to the adverse party, and the City agrees to do so. The City is advised that the destruction of relevant evidence, whether intentionally or not, could lead to liability for spoliation of evidence, the court's presumption of adverse evidence in the destroyed documents, and imposition of severe sanctions by the court, up to and including the loss of the City case. The City should consult with the firm or City Attorney to go over any questions the City have about this duty.

7. Public Records.

The firm acknowledges City's obligations under Art. 1, § 24, Fla. Const., Chapter 119, Fla. Stat., to release public records to members of the public upon request. The firm acknowledges that the City is required to comply with Art. 1, § 24, Fla. Const., Chapter 119, Fla. Stat., in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon the City's request, the firm shall provide the City with all requested public records in the firm's possession or shall allow the City to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Fla. Stat. Consistent with Florida law, including but not limited to Chapter 119, Fla. Stat., the firm shall be entitled to redact certain confidential information and other information and documents protected by the attorney client and work product privileges. The firm specifically acknowledges its obligations to comply with § 119.071, Fla. Stat., regarding public records and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law; and,

C. Ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

Upon termination of this Agreement, the firm shall transfer, at no cost to the City, all public records in possession of the firm, or keep and maintain public records required by the City under this Agreement. If the firm transfers all public records to the City upon completion of this Agreement, the firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains the public records upon completion of this Agreement, the firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City, in a format that is compatible with the information technology systems of the City.

Failure to comply with this section shall be deemed a material breach of this Agreement for which the City terminate this Agreement immediately upon written notice to the firm. The firm may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHPT. 119, FLA. STAT., TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ENGAGEMENT, THE FIRM MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY ATTORNEY, OR HIS DESIGNEE.

8. Expert Witnesses and Consultants.

The firm will not retain any expert witnesses or consultants without the City's prior authorization. The City will be responsible for payment of all expert witness fees. The firm will itemize expert witnesses' invoices in its monthly invoices in accordance with this letter and approve expert witness invoices. The firm, however, will not cost advance the fees or invoices of expert witnesses.

9. Termination.

The City always have the right to terminate the firm's representation at any time and for any reason. Should the City elect to do so, the firm will promptly issue a final statement for all professional service rendered and all costs and expenses incurred and/or advanced by us on the City behalf through the effective date of such termination or the later date of any court-required withdrawal and/or substitution of counsel. The City agrees that the final statement so issued following the City's termination of this Agreement will be paid by the City within forty-five (45) days from the City's receipt of the same.

The firm will likewise have, and hereby reserves, the same right of termination of or withdrawal from this Agreement (and any other representation of the City) at any time and for any reason (including, without limitation, for non-payment or untimely payment of our fees and/or expenses), subject only to leave of court, if required, and those obligations imposed upon the firm by

the Florida Bar Rules of Professional Conduct, including the obligation on our part to provide the City with reasonable notice of any such termination of or withdrawal from this engagement. If the firm elect to exercise such right of termination or withdrawal, the firm will provide reasonable assistance to the City in the transition of the City representation to any successor attorney whom the City may engage to handle the matter which is the subject of this Agreement. Upon the City's request, the firm will promptly surrender to the City (and/or any such successor attorney whom the City may so engage) any documents, papers, funds and/or other property and/or copy any such documents, papers, funds and/or other property in our possession to the extent permitted by applicable law. In addition, The firm shall make available to the City and/or any such successor attorney, on the City's behalf, at our premises and in the presence of our designated representative(s), such portion or portions of our file(s) in respect of the subject matter of this engagement as are required by applicable law and/or the aforesaid Florida Bar Rules of Professional Conduct, for inspection and copying at the City's expense.

10. Trials.

The City understand and agree, of course, that, unless otherwise expressly agreed by us in writing, The City's obligation to pay our professional fees and/or costs and expenses for any trial, arbitration, or mediation is not contingent upon the success or ultimate outcome of such proceedings. The City acknowledges that the firm has made no warranties, guarantees, or other commitments with respect to the outcome of any aspect of this representation. All representations contained in this letter are statements of opinion based on our understanding of the facts.

11. Estimates.

Although the firm may from time to time respond to a client request for an estimate of the amount(s) of professional fees and/or costs and expenses that may be incurred in an engagement, or on a particular task or undertaking in furtherance of an engagement, such estimates, even though given by us in good faith and on the basis of our best judgment when given, are inherently inexact and are always subject to unforeseen contingencies and changed facts or circumstances. Accordingly, The firm cannot be bound by any such estimates, and will not, except to the extent that the firm may expressly agree in writing at the time such estimate is given, any limit to our compensation to the amount(s) of any such estimates.

12. Communications.

Throughout this Agreement, the firm will endeavor to keep the City apprised of and informed about all significant developments and regularly communicate and consult with the City about the status and progress of this Agreement and the manner in which it is being handled on the City's behalf. If there are limitations on how the City would like for us to communicate with the City in that regard, please advise us of the City's preference(s) as to acceptable method(s) of communication. For

example, some methods of communication, such as facsimile transmissions or e-mail correspondence, may not be convenient for some clients or may be considered to compromise confidentiality or otherwise present greater risk of interception than other methods of communication. The firm will make every reasonable effort to accommodate the City's expressed preferences in that regard.

A. The City is responsible for letting the firm know where the City's key staff can be contacted during normal business hours and times, and that information includes a current mailing address, office telephone and cell phone numbers, and email address if applicable. The City also specifically agrees and acknowledges that the firm may mail all notices and invoices to the address listed above, or, if the City subsequently provide us with a new address in writing, to that address.

B. The City also agrees and acknowledges that all such notices and invoices mailed to the City address of record shall be deemed to have been conclusively received by the City for purposes of this Agreement. If the City fails to meet these requirements concerning maintaining current contact information with the firm, the firm has the right to withdraw from representation of the City.

13. Digital Communication Safeguards.

With respect to e-mail communications to the firm, the City should be aware that, in order to preclude or reduce "spam" e-mail and prevent "viruses" from entering our computer network, the firm is currently utilizing computer software and have engaged the services of an independent third-party contractor to filter incoming e-mail correspondence. This filtering process may result in certain incoming e-mail correspondence to the firm (i.e., that identified as "spam" or suspected of having a "virus") being quarantined (thus, potentially not received at our site at all) and/or delayed in reaching us. For this reason, the firm cannot be certain that it will receive all e- mail correspondence or that the firm will receive it in a timely manner. Therefore, the City should consider sending communications to us which are particularly important or time-sensitive via means other than e-mail.

14. Effective Date.

This Agreement shall be effective as of the date of the last signature hereto. This Agreement may be signed in counter-part by the firm and the City.

15. Miscellaneous.

The firm believes these provisions outline in reasonable detail this Agreement for the firm's representation. If the City has any questions about this letter or the other terms and conditions of our

representation, please let me know. Otherwise, please sign this letter signifying the City's acknowledgment and acceptance of these terms, and return this Agreement to me. The firm is pleased to have the opportunity to provide legal services to the City, and the firm appreciates the City's confidence.

Dinsmore & Shohl LLP

By: _____
Jay W. Small

The foregoing letter is agreed to, acknowledged, and accepted this ____ day of _____, 2024.

City of Deland, Florida

By: _____
Chris Cloudman, Mayor
City Commission

Cc: Darren J. Elkind, Esq.