



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 6, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mark Schrade, City Sanctuary

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, Dr. Martin Luther King Jr. Day.

CONSENT AGENDA

1. Consideration re Appointment of City Commission Member to Airport Consultant Selection Committee.

Staff recommends that the City Commission select a member of its board to serve on the selection committee for airport professional engineering consultant.

2. Consideration re City of DeLand Vulnerability Assessment & Adaptation Plan, Change Order No. 1 to FDEP Standard Grant Agreement.

Staff recommends that the Commission approve the FDEP Grant Agreement Change Order No. 1 to the City of DeLand Vulnerability Assessment & Adaptation Plan.

3. Consideration re Award of Bid, Tra Thomas Park Improvements.

Staff recommends that the City Commission award the Tra Thomas Park Improvements project to Drewry Site Development for an amount not to exceed \$121,015.94

4. Resolution Approving Single Source Purchase, Upgrade to Timeclocks and Novatime Software.

Staff recommends the City Commission approve the upgrade to our current Novatime and Timeclock solution.

5. Consideration re Utility Service Agreement for Casablanca Condos.

Staff recommends that the City Commission approve the Utility Service Agreement for the Casablanca Condos subdivision.

6. Consideration re Utility Service Agreement for Plum Tree Townhomes.

Staff recommends that the City Commission approve the Utility Service Agreement for the Plum Tree Townhomes subdivision.

7. Consideration re Lease Agreement with United States Florida's 6th Congressional District Office.

Consideration of the lease agreement with United States Florida's 6th Congressional District Office.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Beresford Reserve Brownfield Advisory Committee Appointments and Resolution Creating the Beresford Reserve Brownfield Advisory Committee .

It is recommended that the City Commission appoint the five (5) applicants and adopt the resolution.

OLD BUSINESS

1. Request to Continue the Second Reading of Ordinance No. 2024-41, Annexing ±0.99 Acre of Property Located on the South Side of Cassadaga Road, West of Interstate 4. (DeLand Tech Park).

Requested to continue to the January 21, 2025, City Commission meeting.

2. Request to Continue the Second Reading of Ordinance No. 2024-42, Changing the Land Use for Approximately 0.99 Acre of Property, Located on the South Side of Cassadaga Road, West of Interstate 4 (DeLand Tech Park).

Requested to continue to the January 21, 2025, City Commission meeting.

3. Request to Continue the Second Reading of Ordinance No. 2024-43, Amending the DeLand Tech Park PD, for 143.80 Acres of Property Located on the South Side of Cassadaga Road, West of Interstate 4.

Requested to continue to the January 21, 2025, City Commission meeting.

NEW BUSINESS

1. Consideration re Change of Meeting Date, Dr. Martin Luther King, Jr. Holiday.

It is recommended that the City Commission reschedule the January 20, 2025 regular City Commission meeting for Tuesday, January 21, 2025.

2. Resolution Approving Florida League of Cities Legislative Platform and City of DeLand Legislative Program 2025.

Consideration of the City of DeLand Legislative Program 2025 and accompanying FLC Legislative Platform Resolution.

3. Resolution Approving the Establishment of Ad Valorem Tax Abatement Guidelines.

Establishment of Ad Valorem Tax Abatement Guidelines.

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.



Proclamation

Whereas, Martin Luther King was born on January 15, 1929, and lived his life promoting peace, freedom, equality, and justice for all through non-violent means, becoming one of the outstanding civil rights leaders of our time; and

Whereas, Dr. Martin Luther King, Jr. inspired millions of Americans to participate in non-violent protest to support the ideals of equality for all and inspired citizens to serve their neighbors and communities. He was a motivating force behind a civil rights movement that had as its goal the creation of a society tolerant of all races, cultures and nationalities; and

Whereas, this holiday is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to make an ongoing commitment to service throughout the year; and

Whereas, the celebration of Dr. King's birthday is intended as a time for all Americans to reaffirm their commitment to the basic principles that underlie our Constitution – equality and justice for all; and

Whereas, as we honor and celebrate this man's extraordinary life, we remain committed to promoting equality and freedom through service to our community; and

Whereas, the ideals of Dr. Martin Luther King, Jr. and the City of DeLand's commitment to human rights are worthy of reflection and serve as a reminder that improving the quality of life for all members of society is the responsibility of every member of our community.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, Monday, January 20, 2025 as:

Dr. Martin Luther King, Jr. Day

in the City of DeLand, as a memorial to this apostle of non-violence in the crusade for human rights. I urge all residents to join me in rededicating ourselves to the principles of human rights, justice and equality for all and to service to our community.

Done and proclaimed this 6th day of January 2025.

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re Appointment of City Commission Member to Airport Consultant Selection Committee.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

The City's contract with Avcon for airport consulting services was approved by the Commission on February 17, 2020. The term of the Agreement was for three years with two, one-year terms by mutual agreement of the parties. Both FAA and FDOT require that consultants should be selected via a competitive negotiation process no later than every five years.

Staff is in the process of developing a new Request for Expressions of Interest and Statements of Qualifications (RFQ) for airport consultants and intends to advertise shortly. According to State requirements for consultant selection, the expressions of interest, when received, would need to be reviewed and ranked by a selection committee, interviews of a short list of firms conducted if deemed necessary, and a final ranking recommended to and approved by the Commission prior to beginning negotiation of a new contract and fees with the top ranked firm.

In the past, the City Commission has expressed its desire to appoint a member of its board to serve on the selection committee with members of the city staff. The purpose of this RCA is to request this Commission appointment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Appointment of a Commission member to serve on the selection committee for airport consultants has no immediate fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission select a member of its board to serve on the selection committee for airport professional engineering consultant.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re City of DeLand Vulnerability Assessment & Adaptation Plan, Change Order No. 1 to FDEP Standard Grant Agreement.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Change Order 1

APPROVED BY: Michael Pleus, City Manager, December 30, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand Vulnerability Assessment & Adaptation Plan grant was selected for funding by Florida Department of Environmental Protection (FDEP) on December 18, 2023. FDEP Standard Grant Agreement was approved by the City Commission on May 20, 2024.

The Vulnerability Assessment is evaluating the vulnerabilities of critical and regionally significant assets to a broad range of flood hazards and will subsequently prioritize flood and climate adaptation action items which can be pursued through grant funding, local policies, and the identification of implementation activities. Since the City of DeLand is an inland community with limited vulnerabilities caused by tidal influences, the objective of the assessment will be to evaluate flood hazard vulnerabilities caused by current and future rainfall, stormwater runoff, hurricanes, and compound flooding. The FDEP Grant provides 100% funding for the City of DeLand Vulnerability Assessment & Adaptation Plan.

This Change Order No. 1 will provide City Consultant, Halff, with additional time to complete required tasks by FDEP. In addition, there are updates to the Special Terms and Conditions, Performance Measures and Consequences for Non-performance, and Attachment 6 following updates from the Office of the General Counsel and Resilient Florida Program.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Change Order No. 1 will not have any fiscal impact to the budget.

RECOMMENDATION:

Staff recommends that the Commission approve the attached FDEP Grant Agreement Change Order No. 1 to the City of DeLand Vulnerability Assessment & Adaptation Plan.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER No. 1
DEP AGREEMENT No. 24PLN11
CITY OF DELAND COMPREHENSIVE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

GRANTEE:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

This agreement, between the Department of Environmental Protection (DEPARTMENT) and GRANTEE, entered into on June 19, 2024 is hereby revised as follows:

WHEREAS, the GRANTEE has requested a change in task timelines within the Agreement period; and,

WHEREAS, the DEPARTMENT has requested an update to the Special Terms and Conditions; and,

WHEREAS, the DEPARTMENT has requested an update to the Performance Measures and Consequences for Non-Performance in Attachment 3, Grant Work Plan; and,

WHEREAS, the DEPARTMENT has requested an update to Attachment 6 following updates from the Office of the General Counsel and Resilient Florida Program.

NOW THEREFORE, the DEPARTMENT and the GRANTEE hereby agree as follows:

1. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
2. Attachment 3, Grant Work Plan is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
3. Attachment 6, Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.
4. All other terms and conditions of the Agreement remain in effect.

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IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year, last written below.

CITY OF DELAND

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Mayor

By: _____
Program Administrator

Christopher Cloudman

Hanna Tillotson

Date: _____

Date: _____

FEID No. 59-6000307

If someone other than the Mayor signs this Agreement, a resolution, statement, or other documentation authorizing that person to sign the Agreement on behalf of the City must accompany the Agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 24PLN11**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of DeLand Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN11**

ATTACHMENT 3-A

PROJECT TITLE: City of DeLand Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located in the City of DeLand within Volusia County, Florida.

PROJECT DESCRIPTION:

The City of DeLand (Grantee) will complete the City of DeLand Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 7: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **7.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **7.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **7.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **8.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **8.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **8.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 9: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **9.1:** Meeting agendas to include location, date, and time of meeting;
- **9.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **9.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **9.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **9.5:** A summary report including attendee input and meeting outcomes.

Task 10: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Adaptation Plan or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the “Conduct Steering Committee Meetings” and “Peril of Flood Compliance” tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department’s Grant Manager prior to submitting any subsequent deliverables. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Public Outreach Meeting #1	Contractual Services	\$5,000.00	\$0	\$5,000.00	7/1/2023	7/31/2024
3	Acquire Background Data	Contractual Services	\$40,000.00	\$0	\$40,000.00	7/1/2023	6/28/2024
4	Exposure Analysis	Contractual Services	\$50,000.00	\$0	\$50,000.00	7/1/2023	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$20,000.00	\$0	\$20,000.00	7/1/2023	6/30/2025
6	Public Outreach Meeting #2	Contractual Services	\$5,000.00	\$0	\$5,000.00	7/1/2023	9/30/2025
7	Identify Focus Areas	Contractual Services	\$2,000.00	\$0	\$2,000.00	7/1/2023	1/31/2026
8	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$8,000.00	\$0	\$8,000.00	7/1/2023	3/31/2026
9	Public Presentation	Contractual Services	\$5,000.00	\$0	\$5,000.00	7/1/2023	3/31/2026
10	Adaptation Plan	Contractual Services	\$50,000.00	\$0	\$50,000.00	7/1/2023	3/31/2026
Total:			\$185,000	\$0	\$185,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re Award of Bid, Tra Thomas Park Improvements.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Bid Tabulation - B-24-14, Bid Package

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

SUMMARY/HIGHLIGHT:

The Public Works Department in conjunction with Park & Recreation has identified a project at Tra Thomas Park, this project will add 13 new parking spaces along the west side of the park and improve the sidewalk and curbing along the east side of the park. This will help address the long-standing issue with available parking and stormwater erosion.

This project falls within the Community Development Block Grant (CDBG) target area.

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 five (5) bids were received as indicated on the attached bid tabulation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community.

SUSTAINABILITY:

Mobility.

FISCAL IMPACT:

Award to the low bidder, Drewry Site Development will result in an expenditure of \$121,015.94. 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 are available for this project.

RECOMMENDATION:

Staff recommends that the City Commission award the Tra Thomas Park Improvements project to Drewry Site Development for an amount not to exceed \$121,015.94.

BACKGROUND/DISCUSSION:

N/A

B-24-14 Tabulation
Tra Thomas Parl Improvements

				Asphalt Icons		DDS Enterprises, LLC		Drewry Site Development		Garcia Civil Construction		Sanderson Concrete Construction, Inc.		
Item No.	Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
101-2	Mobilization	LS	1	\$72,530.00	\$72,530.00	\$15,000.00	\$15,000.00	\$13,390.00	\$13,390.00	\$23,003.09	\$23,003.09	\$17,000.00	\$17,000.00	
102-1	Maintenance of Traffic	LS	1	\$10,417.49	\$10,417.49	\$15,000.00	\$15,000.00	\$4,800.00	\$4,800.00	\$4,506.01	\$4,506.01	\$8,500.00	\$8,500.00	
102-99	Portable Changeable Message Sign (Temporary)	ED	30	\$15.60	\$468.00	\$166.50	\$4,995.00	\$59.00	\$1,770.00	\$170.77	\$5,123.10		\$0.00	
104-10-3	Sediment Barrier	LF	454	\$2.44	\$1,107.76		\$5.50	\$2,497.00	\$4.25	\$1,929.50	\$5.59	\$2,537.86	\$1.65	\$749.10
104-15	Soil Tracking Prevention Device	EA	1	\$4,444.25	\$4,444.25	\$2,500.00	\$2,500.00	\$5,800.00	\$5,800.00	\$5,894.66	\$5,894.66		\$0.00	
104-18	Inlet Protection System	EA	1	\$143.00	\$143.00	\$500.00	\$500.00	\$750.00	\$750.00	\$358.87	\$358.87	\$200.00	\$200.00	
110-1-1	Clearing & Grubbing	LS	1	\$25,571.00	\$25,571.00	\$15,000.00	\$15,000.00	\$5,800.00	\$5,800.00	\$13,078.87	\$13,078.87	\$10,000.00	\$10,000.00	
110-4-10	Removal of Existing Concrete	SY	336	\$36.27	\$12,186.72	\$31.50	\$10,584.00	\$12.00	\$4,032.00	\$23.41	\$7,865.76	\$31.00	\$10,416.00	
120-1	Regular Excavation	LS	1	\$11,476.00	\$11,476.00	\$10,000.00	\$10,000.00	\$8,980.00	\$8,980.00	\$12,654.18	\$12,654.18	\$2,400.00	\$2,400.00	
160-4	Type B Stabilization (8")	SY	10	\$417.19	\$4,171.90	\$250.00	\$2,500.00	\$35.00	\$350.00	\$116.55	\$1,165.50	\$70.00	\$700.00	
334-1-12	Superpave Asphaltic Conc, Traffic B, 2", PG 76-22	TN	2	\$2,002.99	\$4,005.98	\$1,250.00	\$2,500.00	\$725.00	\$1,450.00	\$1,566.62	\$3,133.24	\$1,000.00	\$2,000.00	
520-2-4	Concrete Curb, Type D	LF	652	\$23.14	\$15,087.28	\$32.00	\$20,864.00	\$15.98	\$10,418.96	\$21.60	\$14,083.20	\$35.00	\$22,820.00	
520-3	Concrete Valley Gutter	LF	22	\$169.00	\$3,718.00	\$25.00	\$550.00	\$45.00	\$990.00	\$88.64	\$1,950.08	\$31.00	\$682.00	
522-1	Concrete Sidewalk 4" Thick	SY	93	\$126.36	\$11,751.48	\$85.00	\$7,905.00	\$47.00	\$4,371.00	\$84.98	\$7,903.14	\$49.00	\$810.00	
522-2	Concrete Sidewalk & Driveway 6" Thick	SY	684	\$146.25	\$100,035.00	\$115.00	\$78,660.00	\$64.90	\$44,391.60	\$63.98	\$43,762.32	\$54.00	\$36,936.00	
527-2	Detectable Warning (Preformed Thermoplastic)	SF	27	\$65.00	\$1,755.00	\$28.00	\$756.00	\$42.00	\$1,134.00	\$14.98	\$404.46	\$30.00	\$810.00	
542-70	Concrete Bumper Guard (Parking Lot)	EA	15	\$104.00	\$1,560.00	\$100.00	\$1,500.00	\$150.00	\$2,250.00	\$443.51	\$6,652.65	\$50.00	\$750.00	
570-1-2	Performance Turf, Sod	SY	817	\$7.25	\$5,923.25	\$4.50	\$3,676.50	\$5.25	\$4,289.25	\$14.51	\$11,854.67	\$6.50	\$5,310.50	
700-1-50	Single Post Sign, Relocate	AS	1	\$195.00	\$195.00	\$250.00	\$250.00	\$250.00	\$250.00	\$117.73	\$117.73	\$100.00	\$100.00	
710-90	Painted Pavement Marking, Standard White, Solid, 6"	LF	228	\$0.85	\$193.80	\$21.95	\$5,004.60	\$6.21	\$1,415.88	\$12.16	\$2,772.48	\$9.40	\$2,143.20	
711-11-123	Thermoplastic, Standard White, Solid, 12" for Crosswalk	LF	151	\$18.94	\$2,859.94	\$16.50	\$2,491.50	\$16.25	\$2,453.75	\$20.86	\$3,149.86	\$13.95	\$2,106.45	
Total					\$289,600.85		\$202,183.60		\$121,015.94		\$171,971.73		\$124,433.25	

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



TRA THOMAS PARK
IMPROVEMENTS
Bid # 24-14



400 Venture Dr., Ste F
South Daytona, FL 32119



www.DrewrySite.com



Office: 386-313-3220
Fax: 386-872-4788



TRA THOMAS PARK IMPROVEMENTS

Bid # 24-14

PROJECT MANUAL AND CONSTRUCTION SPECIFICATIONS

City of DeLand
1102 S. Garfield Avenue
DeLand, FL, 32724
386-626-7196

SUBMIT TO: CITY OF DeLAND FINANCE DEPT., 2 nd Floor Receptionist 120 SOUTH FLORIDA AVENUE DeLAND, FLORIDA 32720	 AN EQUAL OPPORTUNITY EMPLOYER	INVITATION TO BID	
CONTACT PERSON: Purchasing Coordinator			
PHONE: purchasing@deland.org			
BID TITLE: TRA THOMAS PARK IMPROVEMENTS		BID # 24-14	SUBMITTAL DEADLINE December 3, 2024 at 3:00 p.m.
PRE BID DATE, TIME AND LOCATION: November 12 th , 2024, 2:00 PM located at the Public Services Complex, 1102 S Garfield Ave, DeLand, FL, 32724		SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED	
RESPONDENT NAME: Drewry Site Development			
MAILING ADDRESS: 400 Venture Drive, Ste F		BID BOND REQUIRED 5 %	
CITY – STATE – ZIP: South Daytona, Fl 32119			
TELEPHONE #: (386) 313-3220	X 		
FAX #: (386) 872-4788	AUTHORIZED SIGNATURE		
EMAIL: Scott Drewry	Printed Name Scott Drewry		
FEDERAL ID # OF SOCIAL SECURITY #:	Title Managing Member		Date 12/02/2024
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 bidder.			
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 shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.
3. **OPENING:** Opening shall be public at City Hall immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.073(3)(0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.
4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public record Law, Chapter 119, Florida statutes. Pursuant to chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.
5. **TABULATION:** Anyone wishing to receive a copy of the tabulation of offers is required to enclose a stamped, self-addressed envelope with submittal, or include a written request to have the tabulation emailed to the email address listed above.
6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

 No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.
8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
9. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION; all packing, handling, shipping charges and delivery to any point(s) within the City to a secure area of inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
12. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the circuit Court of Volusia County, Florida.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS'.
19. **LIABILITY:** the supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
21. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the City may require, the city reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the City of DeLand, Florida.
26. **VIOLATIONS:** any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.
27. **PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the city of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and

insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc., coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's compensation Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

29. DEFINITIONS:

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR – The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

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

31. **PERMITS:** Contractor shall be responsible for payment of all applicable permit fees.

32. **PAYMENT:** Payment will be made in accordance with Local Government Prompt Payment Act (Florida Statutes 218.70 – 218.80). A City of DeLand VISA Purchasing Card will be used to pay for services or goods you provide, unless you are not currently VISA capable. Ability to accept VISA will not be considered in determining "lowest and best responsible bidder". If you are not currently VISA capable, invoices submitted by the first of the month will be paid with the regularly scheduled accounts payable run for that month unless stated otherwise.

33. **PERFORMANCE BOND:** Upon award the successful bidder will also be required to furnish and pay for a satisfactory contract 100% Performance and Construction Bond to be recorded by the vendor, with the Clerk of the Circuit Court, Volusia County, Florida, to enter into a contract for services with the City of DeLand. The recorded document shall be returned to the City of DeLand, City Clerk's Office, 120 south Florida Avenue, DeLand, FL, 32720

34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

PAY ITEM NOTES

- 101-1 INCLUDES THE COST FOR CONTRACTOR QUALITY CONTROL (CQC) TESTING FOR ANY OF THE FOLLOWING THAT ARE NECESSARY TO COMPLETE THE CONSTRUCTION OF THIS PROJECT: ASPHALT, CONCRETE EARTHWORK. INCLUDES THE COST OF CAPPING AND REPAIR OF ANY EXISTING IRRIGATION SYSTEM LOCATED WITHIN THE R/W. INCLUDES THE COST OF TEMPORARY DRAINAGE DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE
- 102-1 INCLUDES ALL ITEMS AND LABOR NECESSARY FOR THE IMPLEMENTATION OF THE JOBSITE OF CONSTRUCTION DEBRIS BEFORE LEAVING THE PROJECT SITE EACH DAY. FOLLOWING CONSTRUCTION, THE CONTRACTOR SHALL THOROUGHLY CLEAN AND NO TREES ARE TO BE REMOVED WITHOUT APPROVAL FROM CITY ENGINEER.
- 522-1 INCLUDES COST OF WATER VALVE ADJUSTMENTS AND OTHER UTILITY ADJUSTMENTS
AND AND/OR UTILITY COORDINATION DUE TO SIDEWALK AND DRIVEWAY RE-CONSTRUCTION.
522-2



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Drewry Site Development, LLC

400 Venture Dr., Suite F

South Daytona, FL 32117

OWNER:

(Name, legal status and address)

The City of DeLand

120 S. Florida Avenue

DeLand, FL 32724

BOND AMOUNT:

Five Percent (5%) of Amount of the amount bid

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

TRA Thomas Park Improvements-13 additional parking along KY Ave and new sidewalk and curbing along Frankfort Ave to correct drainage and erosion issues

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

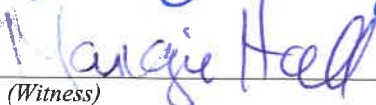
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd

day of December

2024


(Witness)


(Witness)

Drewry Site Development, LLC

(Principal)



(Title)

Merchants National Bonding, Inc.

(Surety)



(Title)

Tyler D DeBord Attorney In Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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081110

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penn Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of December, 2024.



Elisabeth Sandersfeld

Secretary

BID FORM
CITY OF DeLAND, FLORIDA
FOR THE CONSTRUCTION OF TRA THOMAS PARK IMPROVEMENTS

PROJECT:

CITY CONTRACT NO. Bid No. 24-14

Name of Bidder: Drewry Site Development

Mailing Address: 400 Venture Drive, Ste F, South Daytona, FL 32119

Street Address: 400 Venture Drive, Ste F,

City/State/Zip: South Daytona, FL 32119

Phone Number: (386) 313-3220

FAX Number: (386) 872-4788

Contractor License Number: CGC 1532583

TO: Finance Department of the City of DeLand, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Notice to Bidders), Invitation to Bid, and the other documents relating thereto, the undersigned Bidder, having ensured to its satisfaction that they have familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 1, on file at the Finance Department for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words and numbers in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Invitation to Bid.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that they will execute an Agreement with the CITY in the form set forth in the Contract Documents; that it will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that it is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Pursuant to and in compliance with your Notice to Bidders, the Invitation to Bid, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Base Bid and Alternate Bid herein. The Schedule of Values must be completed with the Lump Sum totals as follows:

Base Bid -

Perform all work shown on project plans and specified herein (Lump Sum) \$ 121,015.94

Base Bid amount (Lump Sum) in words _____

One Hundred Twenty One Thousand Fifteen Dollars and Ninety Four Cents

Schedule:

The Contractor will be permitted a maximum of 60 business days to final completion.

Bidder Acknowledgements:

1. Project shall be awarded to the lowest, responsible, responsive base bid bidder.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
3. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.
4. The Bidder acknowledges that the City may reject a proposal if it is irregular and if it shows omissions, alterations, of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section ITB – Signed Invitation to Bid
Section 00610 – Bid Bond
Section 00100 – Bid Forms, including alternates and addendum, if any.
Section 00150 – Trench Safety Act Form
Section 00160 – Bidder Information Forms (*Including W-9, Public Entity Crimes Form, E-Verify MOU, Human Trafficking Affidavit & Scrutinized company list*)
Section 00300 – Non-Collusion Affidavit of Bidders
Section 00330 – Drug-Free Work Place Form
Section 00630 – Americans with Disabilities Act Affidavit

Schedule of Values

The Bidder hereby indicates the following total units and total prices represent all materials, labor, equipment, transportation, performance of all operations relative to construction of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with all bidding documents. Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed.

Alternate Bids

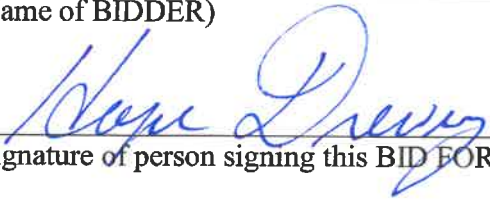
The Bidder hereby indicates the following total units and total prices for alternate construction to be added to the Work if selected by the Owner. The following represents all materials, labor, equipment, transportation, performance of all operations relative to construction of the project, overhead, and costs of all kinds and profit to complete the alternate work items in accordance with all bidding documents. Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed.

SUMMARY OF PAY ITEMS - BASE BID					
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL PRICE
101-1	MOBILIZATION	LS	1	\$13,390	\$13,390
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$4,800	\$4,800
102-99	PORTABLE CHANGEABLE MESSAGE SIGN (TEMPORARY)	ED	30	\$59	\$1,770
104-10-3	SEDIMENT BARRIER	LF	454	\$4.25	\$1,929.5
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$5,800	\$5,800
104-18	INLET PROTECTION SYSTEM	EA	1	\$750	\$750
110-1-1	CLEARING & GRUBBING	LS	1	\$5,800	\$5,800
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	336	\$12	\$4,032
120-1	REGULAR EXCAVATION	LS	1	\$8,980	\$8,980
160-4	TYPE B STABILIZATION (8")	SY	10	\$35	\$350
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, 2", PG 76-22	TN	2	\$725	\$1,450
520-2-4	CONCRETE CURB, TYPE D	LF	652	\$15.98	\$10,418.96
520-3	CONCRETE VALLEY GUTTER	LF	22	\$45	\$990
522-1	CONCRETE SIDEWALK 4" THICK	SY	93	\$47	\$4,371
522-2	CONCRETE SIDEWALK & DRIVEWAY 6" THICK	SY	684	\$64.9	\$44,391.60
527-2	DETECTABLE WARNING (PREFORMED THERMOPLASTIC)	SF	27	\$42	\$1,134
542-70	CONCRETE BUMPER GUARD FOR PARKING LOT	EA	15	\$150	\$2,250
570-1-2	PERFORMANCE TURF, SOD	SY	817	\$5.25	\$4,289.25
700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	\$250	\$250
710-90	PAINTED PAVEMENT MARKING, STANDARD WHITE, SOLID, 6"	LF	228	\$6.21	\$1,415.88
711-11-123	THERMOPLASTIC, STANDARD WHITE, SOLID, 12" FOR CROSSWALK	LF	151	\$16.25	\$2,453.75
	GRAND TOTAL				\$121,015.94

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 2nd day of December, 2024.

Drewry Site Development

(Name of BIDDER)


(Signature of person signing this BID FORM)

Hope Drewry

(Printed name of person signing this BID FORM)

Managing Member

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidder's Bond

(Insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the CITY OF DeLAND, FLORIDA.

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the CITY as liquidated damages (and not as a penalty in recognition of the complexity and lack of precision in calculating damages) in case this Bid is accepted by the CITY and the undersigned fails to execute an Agreement with the CITY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the CITY, and accompanied by the required certificates of insurance coverage, and endorsements.

Should the CITY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay City's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

We, the Undersigned, hereby declare that no person, persons, firm, or corporation, other than the undersigned are interested in this Proposal as principals and that this Proposal is made without collusion with any person, firm, or corporation.

CORPORATION/COMPANY

Company Name: Drewry Site Development (Seal)
By: Hope Drewry (Name typed or printed)

By: _____ (Name typed or printed)

Address: 400 Venture Drive, Ste F, South Daytona, FL 32119

Telephone No.: (386) 313-3220 FAX No.: (386) 872-4788

Florida State Registration Number: CGC1532583

Federal I.D. Tax Number: 86-2814630

INDIVIDUAL

Name:  Scott Drewry Managing Member
(Signature) (Name typed or printed) (Title)

Address: 400 Venture Drive, Ste F, South Daytona, FL 32119

Telephone No.: (386) 313-3220 FAX No.: (386) 872-4788

County/City Registration Number: CGC1532583

Social Security Number: 002-76-8231

Federal I.D. Tax Number: 86-2814630

Attachments: "A" Material and Equipment List
"B" List of Proposed Subcontractors/Shop Fabricators
"C" Certificate of Corporation
"D" Questionnaire

All attachments must be completed and attached to Bidders' Bid Proposal.

**ATTACHMENT A
MATERIAL AND EQUIPMENT LIST**

Bidder acknowledges that the bid is based on all of the specified products, unless specifically approved in writing by addendum prior to the bid date.

By: Drewry Site Development
Bidder

Authorized Signature
12/02/2024
Date

**ATTACHMENT B
LIST OF PROPOSED SUBCONTRACTORS/SHOP FABRICATORS**

**TRA THOMAS PARK IMPROVEMENTS
Bid No. 24-14
CITY OF DeLAND**

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Proposal, the major subcontractor and/or shop fabricator used in the prosecution of the work shall be those listed below. Only one (1) subcontractor and/or shop fabricator shall be listed in each category.

2. The following list includes all subcontractors and/or shop fabricators who will perform work.

3. The Bidder represents that the subcontractors and/or shop fabricators listed below are financially responsible and are qualified to do the work required. (Attach additional sheets if necessary.)

FAILURE TO COMPLETELY FILL IN THE LIST SHALL CONSTITUTE A NON-RESPONSIVE BID AND SHALL BE A CAUSE FOR REJECTION.

CATEGORY	NAME/ADDRESS	PREVIOUS WORK EXPERIENCE TOGETHER?	
		YES	NO
Concrete Supplier	Titan America	Yes	
Concrete Supplier	Maschmeyer Concrete	Yes	
Survey	K&K All Construction Layout	Yes	

**ATTACHMENT C
CERTIFICATE OF CORPORATION**

STATE OF FLORIDA

COUNTY OF Volusia

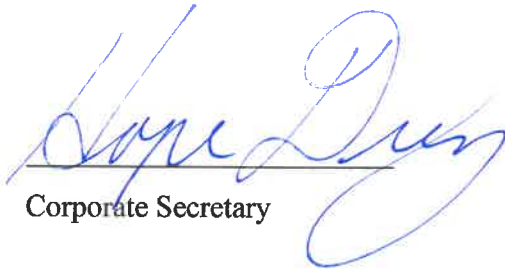
I HEREBY CERTIFY that a meeting of the Board of Directors of Drenny Site Development a corporation under the laws of the State of Florida, was held on 2nd Dec, 2024. The following resolution was duly passed and adopted:

“RESOLVED, that Scott Drenny as President of the corporation is hereby authorized to execute the Contract dated 12/2, 2024 between The City of DeLand, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 2nd day of December, 2024


Corporate Secretary

State of Florida

Department of State

I certify from the records of this office that DREWRY SITE DEVELOPMENT LLC is a limited liability company organized under the laws of the State of Florida, filed on March 15, 2021, effective March 20, 2021.

The document number of this limited liability company is L21000120967.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 8, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of December, 2024*




Secretary of State

Tracking Number: 6999042433CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**ATTACHMENT D
QUESTIONNAIRE**

DATE: 12/02/2024

NAME OF BIDDER: Drewry Site Development

BUSINESS ADDRESS: 400 Venture Drive, Ste F, South Beach, FL 32119

PHONE NUMBER: (386)313-3220

CONTRACTOR'S FL. LICENSE #: CGC 1532583

EXPIRATION DATE: 8/31/2026

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor?
2 years
2. How many years has your organization been in business as a Subcontractor?
Our organization has been a subcontractor for 4 years, with 25 years of experience in the industry.
3. Describe in detail and give the date and owner, including phone numbers and contact person(s), of the last ten (10) projects that you have completed similar in type, size, and nature as the project proposed? Please state if you were the main general contractor or sub-contractor (Use additional sheets if needed)
See Attached
4. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, where and why?
No

5. Have you ever failed, or been alleged to have failed, to complete work within the Contract Time?
If so, where and why?

No

6. Have you ever been assessed liquidated damages, or had liquidated damages assessed against you? If so, where and why?

No

7. Have you ever had your bonding restricted or limited?

No

8. Have you ever had a bond or letter of credit called by the owner of a project? If so, when?

No

9. Name three (3) individuals or corporations, not mentioned in 3 above, for which you have performed work and to which you refer:

Bay to Bay Properties - Chad DeWild, Frontier Building - Austin Burke,

Commercial Construction Inc. - Gary Roberts

10. Have you personally inspected the site of the proposed Work? Describe, in full, any anticipated problems with the site and your proposed solutions?

Yes, we have personally inspected the site of the proposed work and do not anticipate any issues at this time.

11. What equipment do you own that is available for the Work?

We own all our equipment and have everything necessary to successfully complete this scope of work.

12. What equipment will you purchase for the Work?
We own all our equipment and have everything necessary to successfully complete this scope of work.

13. What equipment will you rent for the Work?
We own all our equipment and have everything necessary to successfully complete this scope of work.

14. Complete the required disclosure form.

15. Attach a copy of the most current balance sheet (assets and liabilities) for the BIDDER.

16. State the true and exact, correct, and complete name under which you do business.

BIDDER is: Drewry Site Development, LLC

By [Signature]
(Signature)

Seal Managing Member
(Title)

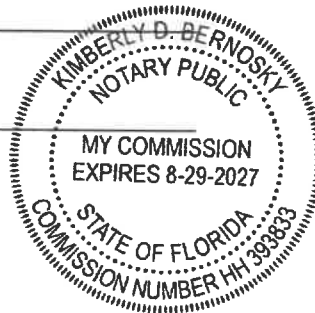
17. Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

Sworn and subscribed to before me this 2nd day of December, 2024,

in the State of Florida, County of Volusia.

[Signature]
Notary Public

My Commission Expires: _____





ATTACHEMENT D

QUESTIONNAIRE #3

Project	Customer	Contract Amount	Date	Contact	Contact Phone Number
4383 - SR A1A T5725	Halifax Paving Inc.	190,230.00	12/01/24	Melinda Spradling	(386) 676-0912
Construction	Kirton Enterprises	183,259.00	03/27/24	Kent Kirton	(386) 341-6232
Road Pompano	Titan America - Florida	186,475.00	05/20/24	Mark Wachtel	(954) 760-5949
4124.1 - Parkwood Ph 2	Parkwood Mobile Home Park	680,870.00	10/19/23	Steve White	(386) 405-5992
4456 - Holly Hill Fire Station #96	Saboungi Construction, Inc.	406,156.80	12/31/24	Hassan Saboungi	(386) 672-2077
Parkway Widening, C1899, HPI	Halifax Paving Inc.	101,363.33	11/01/24	Melinda Spradling	(386) 676-0912
4499 - St. Johns Avenue	Halifax Paving Inc.	208,393.99	11/25/24	Melinda Spradling	(386) 676-0912
4500 - Sawmill Branch	Halifax Paving Inc.	213,555.94	11/01/24	Melinda Spradling	(386) 676-0912
4506 - Starbucks DeLand	Construction, LLC	618,018.53	11/13/24	Ben Green	(727) 216-3378
4451 - Victoria Phase 1B	Hazen Construction	109,646.38	45252	George M Martinelli	(386) 506-1438
4219 - Monroe Place	NDC Construction Company	1,447,279.65	09/03/24	Edward Ferriter	(941) 747-1062
4321 - Par Storage	Par Builders II Inc	1,006,507.32	05/20/24	Jerry Ciaravino	(727) 532-6111



400 Venture Dr., Ste F
South Daytona, FL 32119



www.DrewrySite.com



Office: 386-313-3220
Fax: 386-872-4788

Drewry Site Development LLC

Balance Sheet

As of December 3, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1001 TD Savings 1201	-9.88
1010 TD Checking	0.00
1011 DO NOT USE (IC 10116565)	0.00
1012 Intracoastal Savings 20030985	196,521.88
1013 Intracoastal Operating 10139582	171,117.77
1015 Intracoastal Payroll 10139239	82,819.28
1025 Cash on Hand	0.00
1050 Trade/Barter Bank Account	83,153.79
Total Bank Accounts	\$533,602.84
Accounts Receivable	
1210 Accounts Receivable	3,214,956.95
Total Accounts Receivable	\$3,214,956.95
Other Current Assets	
1100 Retainage Receivable	1,079,950.26
1410 Prepaid Expenses	430.25
1450 Undeposited Funds	0.00
1460 Uncategorized Asset	0.00
1470 Employee Loans	843.22
1470-1 Ethan Turley Loan	1,150.00
Repayment	0.00
Ethan Turley	-450.00
Total Repayment	-450.00
Total 1470 Employee Loans	1,543.22
Repayment	0.00
Ethan Turley	-225.00
Humberto Zelaya -	0.00
Total Repayment	-225.00
Total Other Current Assets	\$1,081,698.73
Total Current Assets	\$4,830,258.52

	TOTAL
Fixed Assets	
1500 Machinery & Equipment	0.00
1501 Welder ARC 500	5,188.01
1502 SS-804 Ring Power Corp 2023 CAT 299D3	145,414.51
1504 Kubota M5-111HDC-1 Land Pride Cutter and Harrow	75,982.43
1505 CAT 336GC Hydraulic Excavator	386,052.70
1505.01 Rebuilt Motor for CAT 336GC	47,768.03
1509 ZX250-6 Excavator	231,520.89
1510 2021 KEESTRACK R5H	607,497.00
1514 2023 Weiler P385C Paver	302,357.07
1515 2015 Hamm Roller	49,845.00
1516 2023 Trimble R750	23,136.75
1517 CAT 950GC L-686	310,210.00
1538 Densifier	33,000.00
1539 Solar Cams	4,421.65
1540 Machinery & Equipment	1,799,279.20
1541 2015 CAT 299D Compact Trac Loader SS-950	55,000.00
1542 2016 Link-Belt 160X4 Excavator E-147	100,000.00
1543 500 Gallon Nurse Tank on Trailer	2,000.00
1545 2022 Link Belk Excavator	150,000.00
1548 Toyota Forklift F-501	9,565.00
1549 Loadrite Scale W/optional printer & Insight HQ - L-431	15,980.50
1550 Caterpillar Asphalt Compactor - A-332	21,798.85
1551 Caterpillar Hydraulic Excavator - E-198	139,659.41
1552 Caterpillar Hydraulic Excavator - E-900	135,508.55
1553 CAT 289D3 - SS-728	70,088.09
1555 Komatsu Hydraulic Excavator E-034	351,549.39
1556 2015 Laymor SM 300 Sweepmaster Towable SM-116	6,582.90
1558 Terex 883+ Screen - SC-553	313,503.00
1559 Bartell Power Generator	1,575.00
1560 Tsurumi Portable Generator	3,150.00
1561 Densifer	21,000.00
Total 1500 Machinery & Equipment	5,418,633.93

	TOTAL
1700 Vehicles	
1705 2019 Mack Truck T442	155,861.38
1706 Trucks T-402 & T403	238,098.00
1707 2 Mack Trucks 064 & 066	215,793.04
1709 2015 Chevy Silverado	32,811.99
1710 2019 Chevy Silverado 3500 - #7484	31,482.68
1713 2021 Chevy Silverado - Wayne	50,393.46
1714 F-800 Water Truck	3,008.67
1715 F550 Dually Pickup S1	1,742.33
1716 2018 Chevy Silverado S-993	19,189.87
1717 Ford F-150	7,200.00
1719 2016 Ford F-450 - SW-716	27,500.00
1720 2008 Chevy Water Truck	55,000.00
1721 2018 Chevy Silverado SW-515	36,931.78
1722 2021 Chevy 2500 - T-247	87,333.39
1723 2023 Chevy Silverado 2500 O-976	90,056.95
1724 2023 Ford F-350 - S-482	76,156.12
1725 2023 Ford F-250 - SW-774	71,913.77
1726 2019 Chevy Silverado T-900	61,486.94
1727 2024 Chevy Trax O-046	26,504.29
1728 2023 Chevy Silverado 1500 T-538	62,363.61
1729 2023 Cadillac Escalade O-724	111,729.27
1730 2019 DODGE RAM 3500 UU-524	28,000.00
1731 2020 DODGE RAM 1500 UU-910	25,000.00
1732 2021 DODGE RAM 3500 UU-155	55,000.00
1733 2022 DODGE RAM 1500 S-288	25,000.00
1734 2015 Chevy Silverado T-097	12,000.00
1735 1990 International 8100 Asphalt Truck - T-892	3,500.00
1736 2022 Ford F250 Super Duty T-483	44,545.00
1738 2020 GMC SIERRA 3 O-220	73,466.08
1739 2025 Chevy Silverado 2500 SW-294	64,588.35
Total 1700 Vehicles	1,793,656.97
1800 Trailers	10,120.84
1801 2015 Gooseneck Trailer TR-537	4,000.00
1802 2014 BIGT Trailer 14' Dump Trailer TR-030	5,000.00
1803 2018 Arising Trailer TR-947	13,000.00
1804 2017 Big Tex Deckover Trailer TR-288	0.00
1805 2020 ARNG Trailer - TR-699	5,500.00
Total 1800 Trailers	37,620.84
1900 Accumulated Depreciation	-1,868,624.06
Total Fixed Assets	\$5,381,287.68
Other Assets	
1949 Goodwill	112,425.00
1950 Accumulated Amortization	-1,612.92
1975 Land	735,801.89
1976 Land Improvements	85,856.77
Total Other Assets	\$932,470.74
TOTAL ASSETS	\$11,144,016.94

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2110 Accounts Payable	1,446,741.50
Total Accounts Payable	\$1,446,741.50
Credit Cards	
2150 Intracoastal Credit Card	985.07
2151 Cat CC	7,037.29
2166 American Express Corporate Card	-7,091.13
2169 Home Depot Credit Card	-8,840.47
2170 Lowe's Business Advantage - 6262	-957.43
2171 Power Plan	-5,515.69
4009 American Express Business Card- 4009	50,613.46
Total Credit Cards	\$36,231.10
Other Current Liabilities	
2110.1 Accrued Expenses	
2300 Payroll Liabilities	0.00
Direct Deposit Payable	0.00
Federal Taxes (941/944)	24,567.41
Federal Unemployment (940)	1,206.07
FL Unemployment Tax	5,427.20
Total 2300 Payroll Liabilities	\$31,200.68
2304 Insurance Payable - AFLAC	0.00
AFLAC	0.00
Total 2304 Insurance Payable - AFLAC	0.00
2305 Sales Tax Payable - FL DOR	-40,000.00
2306 Simple Plan Payable (EE)	-17,891.17
Simple IRA	-12,094.40
Total 2306 Simple Plan Payable (EE)	-29,985.57
2313 Child Support Payments	2,440.59
200010369FD64	0.00
950033249FC64	-1,067.49
Child Support - 080032935FC64 - Eugene Batarick	-584.57
Child Support - 180010894FD64 - Eric Steedly, Elena Steedly & Savannah Tucker	-105.93
Child Support - 18220001050DR - Daniel Kayden Alvarez - Joudanie Yournet	-856.08
Child Support - 200010369FD64 - Elena Steedly & Savannah Tucker	-415.35
Child Support - 64110011483FD - Gunner Holley - David Holley	-290.68
Child Support - 64170030621 - FC Eugene Dawyne Tyron Lundy	-615.60
Child Support - 912338039 Ron Edwardsen - Keegn, Lylah, & Ashlynn Edwardsen	-584.36
Child Support - Chris Horan #64230010204FC	-996.93
Child Support - Kelly Marie Voss & Caitlyn Joan Voss	-5,450.09
Child Support - Tucker, Stephen	0.00
Darren Bontempo ID #64190031993FC	-792.64

	TOTAL
Total 2313 Child Support Payments	-9,319.13
2314 Dental Insurance	0.00
Dental Insurance	0.00
Total 2314 Dental Insurance	0.00
2315 Vision Insurance	0.00
Vision Insurance	0.00
Total 2315 Vision Insurance	0.00
2317 Health Insurance	0.00
Medical Insurance	0.00
Total 2317 Health Insurance	0.00
2318 Florida Department of Revenue Payable	12,294.16
2319 Out Of Scope Agency Payable	0.00
2520 Other Current Liabilities	0.00
Total 2110.1 Accrued Expenses	-35,809.86
2313 Child Support Payments	-1,389.66
Child Support #64160010040FD - Chris Clark - T'onna Monae Marshall-Clark	-623.07
Total 2313 Child Support Payments	-2,012.73
2530 Intracoastal Line of Credit	223,000.00
Payroll Liabilities	
080032935FC64	652.80
180010594FD64	129.47
18220001050DR	1,046.32
200010369FD64	507.65
64070030585FC	403.83
64110011483FD	462.84
64160010040FD	761.53
64170030621FC	752.40
912338039	1,022.63
AFLAC	56.76
Darren Bontempo ID #64190031993FC	990.80
Dental Insurance	2,590.87
Federal Taxes (941/944)	-24,567.41
Federal Unemployment (940)	-1,206.07
FL Unemployment Tax	-5,471.36
Florida State Disbursement Unit - Child Support	1,218.47
Medical Insurance	17,030.09
Simple IRA	29,668.91
SIMPLE IRA Catch-up	1,003.22
Vision Insurance	484.23
Total Payroll Liabilities	27,537.98
Total Other Current Liabilities	\$212,715.39
Total Current Liabilities	\$1,695,687.99

	TOTAL
Long-Term Liabilities	
2700 Notes Payable - Equipment Loan	
2704 Notes Payable - Kubota M5-111HDC-1	24,061.26
2705 Note Payable - E-045 Ring Inv- CAT 336GC Hydraulic Excavator	183,474.05
2706 Notes Payable - E-231 One FL Bank - Hitachi ZX250-6 Excavator	91,195.67
2708 Notes Payable CR-138 Signature Financial - 2021 Keestrack R5h	349,100.61
2709 SS-804 Ring Power Corp 2023 CAT 299D3	84,808.19
2737 S-963 - 2019 Chevy 3500 - GM	7,700.25
2744 A-061 - 2023 Weiler P385C Paver Wells Fargo	211,570.15
2745 Note Payable Hamm Roller R-096	36,561.60
2751 SW-515 - 2018 Chevy Silverado - Ally	95.81
2771 T-442 - 2019 Mack Roll Off - Mack	0.00
2783 L-686 CAT 950GC Flagstar	239,247.88
2784 T-900 2019 Silverado	45,739.47
2785 SW-055 - 2020 Chevy 2500 - GM	5,629.54
2786 Note Payable - 2021 Chevy Silverado - Wayne	17,533.23
2789 E-935 - 2017 Hydraulic Excavator - CAT	3,816.03
2790 Notes Payable - Tandem Finance - REMAN Crusher Engine	36,939.46
2792 2021 Chevy 2500 T-247	29,245.21
2793 2023 Chevy Silverado 2500- O-976	65,211.93
2794 Ford F-350 S-482	55,988.98
2795 Ford F-250 SW-774	47,584.16
2796 2023 Trimble R750	7,269.70
2797 2023 Chevy Silverado 1500 - GM T-538	53,683.83
2798 2024 Chevy Trax O-046	22,650.74
2799 2023 Cadillac Escalade O-724	93,827.45
2800 MC-900, 6" Solid, Pneumatic Solid CB-06SPS	17,084.00
2801 2022 Ford F250 Super Duty T-483	38,512.52
2802 2018 Hamm Roller - R-058	41,219.17
2804 2020 GMC SIERRA 3 O-220	58,233.38
2806 CATx4 Contract 001--70142670	333,573.60
2807 E-034 Komatsu Hydraulic Excavator	329,577.57
2808 CB-213 - 2024 Wirtgen Slipform Paver	-24,387.14
2809 SC-553 - Terex 883+ Screen	304,828.63
2810 SW-294 2025 Chevy Silverado 2500	64,588.35
Total 2700 Notes Payable - Equipment Loan	2,876,165.28
2900 Notes Payable - Others	
2901 Notes Payable - 415 3rd St Land Loan	525,993.92
2902 Nour Loan - Nova Oaks Project	0.00
2903 H&H Purchase	412,108.40
Total 2900 Notes Payable - Others	938,102.32
2950.1 Notes Payable - Members	
2950 Scott Drewry - Shareholder Loan	603,564.57
2951 Hope Drewry - Shareholder Loan	21,328.99
Total 2950.1 Notes Payable - Members	624,893.56
Total Long-Term Liabilities	\$4,439,161.16
Total Liabilities	\$6,134,849.15

	TOTAL
Equity	
3000 Retained Earnings	1,777,409.97
3110 Shareholder Distribution - Scott Drewry	-53,500.00
3111 Shareholder Distribution - Hope Drewry	0.00
3200 Additional Paid-In Capital	1,656,605.97
3300 Opening Balance Equity	4,725.00
Net Income	1,623,926.85
Total Equity	\$5,009,167.79
TOTAL LIABILITIES AND EQUITY	\$11,144,016.94

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
Scott Drewry	President	Scott Drewry
Hope Drewry	Vice-President	Hope Drewry
	Secretary	
	Treasurer	
	Resident Superintendent	

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

EXPERIENCE OF BIDDER

NAME OF BIDDER Drewry Site Development

The Bidder shall provide the following information regarding experience within the **past five years** in this particular scope of work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size as this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
2023	PH (386) 238-1570	FX N/A	\$ 550,000
Project & Location: Parque Business Park -Parque Drive, Ormond Beach, FL			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
2023	PH (386) 451-5299	FX N/A	\$ 1,200.000
Project & Location: Riverwalk Development - Fysh Restaurant Port Orange			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
2024	PH (757) 705-7470	FX N/A	\$ 852,563.00
Project & Location: Raising Canes - Daytona Beach			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
2022	PH (407) 434-1633	FX N/A	\$ 270,000
Project & Location: Cowart Storage, Port Orange			

Do you have any similar work in progress at this time Yes X No

Length of time in business: 4 Years (Minimum three (3) years required)

Bank or Financial references: (Include Contact Name and telephone number)

Intracoastal Bank - Tara Gugliara -VP 386-236-7451

**SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The City of DeLand
(Name of public entity)

By Scott Drewry - Managing Member
(Individual's name and title)

For Drewry Site Development
(Name of entity submitting sworn statement)

Whose business address is: 400 Venture Drive, Ste F, South Daytona, FL 32119

and (if applicable) its Federal Employer Identification Number (FEIN) is 86-2814630. (If the
entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement:)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

SD Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order.)

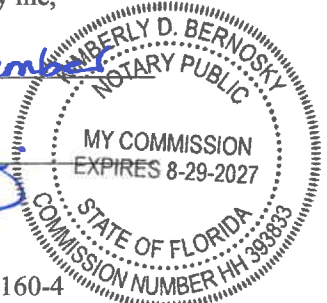
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DeLAND IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


SIGNATURE
2nd December 2021
DATE

State of Florida
County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Scott Drewry who, after first being sworn by me,
(Name of individual signing)
affixed his/her signature in the space provided above on the 2nd day of December
2021.


NOTARY PUBLIC
My commission expires:



BIDDER INFORMATION

00160-4

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Drewry Site Development

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

400 Venture Drive Ste. F

6 City, state, and ZIP code

South Daytona, FL 32119

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

8 6 - 2 8 1 4 6 3 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Drewry

Date **10/30/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Leighane Hall PHONE (A/C, No, Ext): (386) 239-5743 FAX (A/C, No): (386) 323-9172 E-MAIL ADDRESS: Leighane.Hall@bbbrown.com																					
INSURED Drewry Site Development, LLC 400 Venture Dr. Suite F South Daytona FL 32119	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Accelerant Specialty Insurance Company</td><td>16890</td></tr><tr><td>INSURER B:</td><td>FFVA Mutual Insurance Co</td><td>10385</td></tr><tr><td>INSURER C:</td><td>Clear Blue Insurance Company</td><td>28860</td></tr><tr><td>INSURER D:</td><td>Ascot Specialty Insurance Company</td><td>45055</td></tr><tr><td>INSURER E:</td><td>Markel American Insurance Company</td><td>28932</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Accelerant Specialty Insurance Company	16890	INSURER B:	FFVA Mutual Insurance Co	10385	INSURER C:	Clear Blue Insurance Company	28860	INSURER D:	Ascot Specialty Insurance Company	45055	INSURER E:	Markel American Insurance Company	28932	INSURER F:		
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INSURER E:	Markel American Insurance Company	28932																				
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			DACP0000122-00	04/16/2024	04/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AQ1YFL003329 - 01	04/16/2024	04/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ESXS2410003322-01	04/16/2024	04/16/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC840-0811373-2024A	04/17/2024	04/17/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			MKLM2IM0002457	04/16/2024	04/16/2025	Leased/Rented \$286,000 Installation \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS. PROJECT: BID 24-14 TRA THOMAS PARK IMPROVEMENTS
CITY OF DELAND IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE. 30 DAY NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT OF PREMIUM, WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION

CERTIFICATE HOLDER**CANCELLATION**CITY OF DELAND
120 S FLORIDA AVE

DELAND

FL 32720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Drewry Site Development, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**CURRENT BLANKET POLICY FORMS****GENERAL LIABILITY**

- 1) CG 20 10 04 13 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- 2) CG 20 37 04 13 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS
- 3) CG 24 04 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US.
- 4) DACP 0209 1123 - PRIMARY/NON-CONTRIBUTORY COVERAGE NAMED PERSON OR ORGANIZATION

AUTO LIABILITY

- 1) Q ADLIN - B 08 14 - ADDITIONAL INSURED ENDORSEMENT
- 2) Q WAIVER - B 0814 - WAIVER OF SUBROGATION ENDORSEMENT
- 3) Q PNC 03 17 - PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

EXCESS LIABILITY

- 1.) CX0001 0413 - COMMERCIAL EXCESS LIABILITY COVERAGE FORM (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

INLAND MARINE:

- 1.) IM7902 0404 (LOSS PAYEE)

SECTION 00300

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Volusia

Scott Drewry, being first duly sworn, deposes and says that:

- (1) He is Scott Drewry, of Drewry Site Development, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of DeLand City Commission, Volusia County, Florida, or any person interested in the proposed Agreement; and
- (5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: 

Name: Scott Drewry

Title: Managing Member

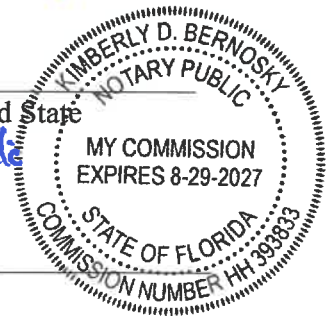
STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 2nd day of December, 2024, by Scott Drury who is personally known to me or who has produced identification.

Kimberly D Bernosky
Print Name

Kimberly D Bernosky
Notary Public in and for the County and State of
Aforementioned Volusia-Florida



My commission expires: _____

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed 2nd Dec 2024.

COMPANY

Drewry Site Development

NAME OF BUSINESS ENTITY



SIGNATURE

Scott Drewry - Managing Member

NAME AND TITLE

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

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

STATE OF FLORIDA

CITY OF Volusia

BEFORE ME, the undersigned authority, personally appeared

Scott Drewry, who, being by me first duly sworn, made the following statement:

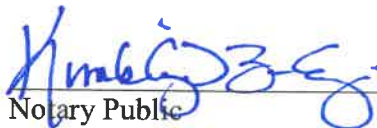
1. The Business address of Drewry Site Development (name of bidder or contractor) is 400 Venture Dr. St. 400
South Daytona, Fl 32119
2. My relationship to Managing Member (name of bidder or contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "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,

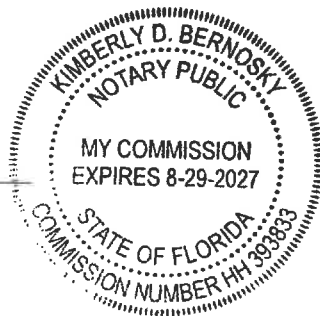
maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Drewry Site Development (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. Drewry Site Development (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. Drewry Site Development (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 2nd day of December, 2024.


Notary Public



(AFFIX SEAL or STAMP)

My commission expires:

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.

Company Drewry Site Development

Address 400 Venture Drive, Ste F

Authorized Signature

City, State, Zip Code South Daytona, FL 32119

Scott Drewry - Managing Member

Printed Name & Title

Telephone No. (386) 313-3220

Email Scott@drewrysite.com

Fax No. (386) 872-4788

State of Florida)

City of Volusia)

SUBSCRIBED AND SWORN to before me this 2nd day of December, 2022, by 24

Scott Drewry, who is personally known to me to be the

Managing Member for the Firm, OR who produced the following

identification:

Personally Known

Kimberly D. Bernosky

Notary Public

My Commission Expires:



DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

Drewry Site Development

does:

(Name of Business)

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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose 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 fully with the above requirements.



Proposer's Signature

Drewry Site Development

Firm

12/02*2024

Date

**AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR:

Drewry Site Development LLC

Signature:

[Signature]

Printed Name:

Scott Drewry

Title:

Managing Member

Date:

2nd Dec. 2024

Affix Corporate Seal

STATE OF Florida)

COUNTY OF Volusia) ss

The foregoing instrument was acknowledged before me this 2nd day of December, 2024, by Scott Drewry of Drewry Site Development LLC (firm), on behalf of the firm. He/She is personally known to me or has produced identification.

Kimberly D. Bernosky
Print Name

Notary Public in and for the County Volusia
and State Aforementioned Florida

My commission expires: _____



AMERICANS WITH DISABILITIES ACT AFFIDAVIT

E-Verify Requirement

Any Contractor/Subcontractor performing work or providing services pursuant to the state contract shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contactor/Subcontractors during the contract term.

**COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT
(90 96, LAWS OF FLORIDA)**

BIDDER hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the Total Estimated Base Bid or Lump Sum Bid. For informational purposes only, the Bidder is required to further identify these costs in the summary below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNIT OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A)	N/A				
B)					
C)					
D)					

Hope Drewry

SIGNED: 
TITLE: Hope Drewry Managing Member

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Total Estimated Base Bid or Lump Sum Bid. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this form may result in the Bid being declared non-responsive.)

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Resolution Approving Single Source Purchase, Upgrade to Timeclocks and Novatime Software.

DEPARTMENT: Information Technology

PREPARED BY: Alberto Cirelli, IT Director

ATTACHMENTS: Resolution, Andrews Upgrade, City of Deland_Andrews Technology_Master Agreement & Statement_of_Work-12-3-24, City of Deland-Andrews Technology Order Form-UKG Ready Migration-Rev 12-3-24

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

SUMMARY/HIGHLIGHT:

The City of DeLand currently utilizes the software Novatime through Andrews Technology to process and operate payroll functions (timecard, vacation leave, sick leave, etc.). The Novatime software has been purchased by UKG and support is coming to an end. The IT Department would like to continue our agreement with Andrews Technology to utilize them as a single-source vendor because the UKG system is the only system that will work almost seamlessly with our existing infrastructure. The upgraded software for the UKG system works well and communicates with all other interfaces and applications the department currently uses and staff will not need to be retrained on a new system. This is a 5 year contract term from 3/1/2025 to 2/28/2030. The installation as well as the new time clocks will cost \$67,126.50 which includes a software implementation discount of \$6,277.50.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This is a 5-year term from 3/1/2025 to 2/28/2030. The installation as well as the new timeclocks will cost \$67,126.50 which includes a software implementation discount of \$6,277.50. This project is not budgeted; however, funds are available in the BS&A capital project budget.

RECOMMENDATION:

Staff recommends the City Commission approve the upgrade to our current Novatime and Timeclock solution.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING ANDREWS TECHNOLOGY AS A SINGLE SOURCE
VENDOR OF NOVATIME SOFTWARE; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, The City of DeLand currently utilizes the software called Novatime, which is distributed and serviced by Andrews Technology, in order to process and operate payroll functions (timecard, vacation leave, sick leave, etc.); and

WHEREAS, the Novatime software has been purchased by a company called UKG which will discontinue the current Novatime software and related hardware and will replace it with upgraded software and hardware which is very compatible to the existing Novatime software; and

WHEREAS, the City's information technology director has informed the City Commission that the new software and hardware is only available from our existing vendor, Andrews Technology, and is considered a sole source because this software and related hardware is the only platform that will integrate seamlessly with the city's existing infrastructure and which will not require city staff to be retrained in order to transition to a new platform.

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

Section 1. The City Commission hereby authorizes the purchase of the UKG software and hardware from Andrews Technology as a single-source vendor, in accordance with the purchase agreement and order form attached hereto.

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

PASSED AND DULY ADOPTED this 6th day of January, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

UKG InTouch DX

A reimagined timeclock experience for the modern workforce



Key features

Large, 7" capacitive touchscreen with wide VGA full-color LCD

With its super-responsive touchscreen and reimagined user experience, the UKG InTouch DX drives rapid adoption and new levels of efficiency.

A personalized experience with real-time notifications

SmartLanding surfaces the issues and tasks that require immediate action, and Individual Mode provides instant access to employee-specific transactions.

Streamlined navigation for faster interactions

My Time brings the timecard and schedule together so employees can compare punches to time worked — without all the back and forth.

Optimized viewing angle for ergonomic use

The front panel is angled to optimize viewing when mounted at the height required by the Americans with Disabilities Act.

A rugged device designed for virtually any environment

With its industrial-strength enclosure, the UKG InTouch DX is extremely durable and reliable — even in the toughest, grimmest workplaces.

Multiclock schedule enforcement across your facility

Real-time access to the cloud lets employees and managers perform key transactions at any UKG InTouch DX during their shift for greater convenience.

Multilanguage support for your diverse workforce

UKG InTouch DX users can select their preferred language from the multiple options supported by our HCM solution.

Optional biometric authentication to prevent time theft

The UKG InTouch DX works with all major badge and card formats, and supports biometric identification and verification for added security and convenience.



UKG InTouch DX device specifications

User interface	7" color wVGA LCD and dedicated, always-on time and date display Rugged, capacitive touchscreen Multicolor LED indicator Speaker and microphone	
Available integrated readers and supported card technologies	Integrated bar code badge reader Integrated magnetic stripe card reader Integrated HID proximity card reader	Integrated contactless smart card reader supporting the following technologies: HID™ iCLASS™ MiFare Classic HID™ iCLASS SE™ MiFare DesFire EV1 HID™ iCLASS™ Seos™
Communications	10/100 Mbps auto-sensing Ethernet with DHCP, https, IPV4, and IPV6 support Optional wireless 802.11 b, g, or n 2.4 GHz with WPA, WPA2 Personal, and WPA2 enterprise security	
CPU type	TI OMAP 4460 Dual Core	
Memory	2GB Micro SD Card, 512 MB NAND Flash, 1 GB RAM	
Power	Integrated Power Over Ethernet (802.3af) and Power Over Ethernet Plus (802.3at) 100–240V, 1.0A max, AC power adaptor (optional)	
Environment	Operating temperature: 0°–40° Celsius Storage temperature: -20°–70° Celsius Humidity: 10%–95% noncondensing	
Dimensions	11.5" wide x 5.5" high x 4" deep	
Enclosure	Rugged polycarbonate/ABS resin	
Shipping weight	5 lbs.	
Options	UKG Touch ID™ Plus finger-based biometrics External proximity reader External linear imager bar code scanner Backup battery Universal relay Wi-Fi adaptor	



ANDREWS TECHNOLOGY
UKG TIME & ATTENDANCE PROJECT
Statement of Work

Prepared for City of Deland
December 3 2024

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Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology UKG Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - Includes all software licenses and time clocks shown on the Andrews Technology Purchase Order Form –(See Exhibit A).

Andrews Technology **Master Customer Agreement**

This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to the City of Deland.

Definitions

Transaction Document is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

Change Order is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

Discovery is a process performed to define a Statement of Work.

Deliverable is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

Materials are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

Product is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

Program Product is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Deland is the licensee (Andrews Technology is not the licensee.).

Services are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

Statement of Work is a detailed list of tasks to be performed during the implementation of a project.

Changes to the Master Agreement, Project Plan or Statement of Work: Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

Our Relationship

Mutual Responsibilities: Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

Your other responsibilities: You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations; and

To not disclose the terms of this Agreement without our prior written consent.

License Terms

Customer agrees to comply, in all material respects, with the following terms and conditions:

1. to operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
2. not to decompile, disassemble or reverse engineer the Software;
3. that the license to use the Software and the Service is limited based upon authorized Usage;
4. not permit use of the Software or the Service (including timesharing or networking use) by any third party;
5. not remove the Equipment from the place of original installation without the Company's prior written consent nor sell or encumber the Equipment;
6. to grant permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services offered to customers;
7. that the sublicense agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interests in the Software and the Service.
8. to take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement;

9. to ensure that the Customer has the right to publish and disclose the data and other content Customer includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
10. that Customer shall not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service;
11. to comply with the minimum security requirements for using the Service as reasonably determined by Company;
12. that when using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law; that if Customer is using any payroll service hereunder: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service, (ii) using such Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon the Service provider or its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Service to satisfy itself that those calculations are correct.
13. that Customer will acknowledge and agree that no person nor entity not a party to this Agreement will be a third party beneficiary of any provision of this Agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and

14. that Customer will acknowledge and agree that use of the Service includes the ability to enter into agreements and/or to make transactions electronically. As such, the following provision will be included in Partner's agreement with the Customer: "Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

Personnel

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

Ownership and Proprietary Rights

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

Compliance with Laws

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

Prices, Payment, and Taxes

You will pay to Andrews Technology the price reflected in City of Deland Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Deland.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are Net 30.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework

charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

Confidentiality

Andrews Technology will maintain the confidentiality of any information received throughout this project. This includes any confidential employee information. Upon termination Andrews Technology will return any confidential information at the request of the Customer. Customer has the responsibility of extracting any data from the system prior to the termination date. After the termination date access to the database will no longer be granted.

Termination

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Customer may terminate the agreement if it does not appropriate funding to continue the use of UKG, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 30 days before the next annual billing following the non-appropriation. Customer may also terminate for cause. Andrews Technology will be provided a 30 day cure period to resolve any identified issues to prevent the termination.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

Governing Law

The laws of the State of Florida govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Florida.

Agreed to: City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Deland

Date: _____
Andrews Technology

STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

As per the electronically attached "Order Form – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase – (InTouch DX Biometric)

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Other Andrews Technology Installation Responsibilities

To ensure an optimally performing UKG System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for City of Deland.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the UKG System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the UKG system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.

- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the UKG System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your UKG system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

City of Deland is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your UKG software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation (Not Applicable)

City of Deland is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your UKG software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). City of Deland is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Hardware Trainer: Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals. (Not Applicable)

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that City of Deland run a parallel test for one (1) to two (2) pay periods. This gives the UKG key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The BS&A Payroll interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The BS&A Payroll interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Deland

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Deland

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Deland

Date: _____
Andrews Technology

Exhibit B - Maintenance Agreement

Execution below entitles City of Deland (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for five years from the date of execution below. This agreement is renewed automatically every five years unless advised by the Customer in writing no less than thirty days prior to the five year anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - On-site support is available.
 - Machine replacement is next day provided call received prior to 2:00pm.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date, and continue for subsequent five-year terms thereafter until terminated. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: Five years of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a two hour minimum per phone call for support.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase. Historically 3% annually.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Deland

Date: _____
Andrews Technology



Andrews Technology HMS, Inc.

1213 Culbreth Drive
Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax: (516) 674-8119



VENDOR HOSTED ORDER FORM

Invoice To:	City of Deland	Hosted By:	Vendor
Ship To:	TBD	Terms:	5 Year Term
Account Executive:	Jamie Blundell		Software Billed Annually Maintenance Billed Annually Service Dates 3/1/25 - 2/28/30

Qty	Description	Item	Monthly
UKG Web-Based Time & Attendance System			
550	UKG Web-Based Time & Attendance Software	\$3.00	\$1,650.00
550	Employee Web Services (PC Entry, Mobile Applications)	Included	Included
140	Supervisor Module: Approval/Reporting/Review/Modification	\$5.00	\$700.00
1	BS&A Payroll Interface	Included	Included
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Standard Supply & Demand Scheduling Module	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Borrowing Manager	Included	Included
1	Schedule Lockout Module	Included	Included
UKG Migration Promotion: Software License Discount		10%	-\$235.00
550	Leave of Absence Module (FMLA Case Tracking)	\$1.00	\$550.00
550	Time Data Import Module	\$0.60	\$330.00
550	Single Sign On	\$0.50	\$275.00
1	Advanced Scheduling Module (up to 200)	\$700	Optional
1	Automatic Report Generator (Up to 5 Gig/month)	\$50	Optional
1	Document Storage (Up to 5 Gig/month of Upload/Download and Storage)	\$50	Optional
550	Facial Recognition/Thermal Reading Module	\$1.50	Optional
1	iPad Station Fee (Client must provide iPads)	\$50	Optional
Monthly Total			\$3,270.00
EA 15	12 Month Vendor Hosting Total	\$39,240/yr	\$39,240.00
	Novatime Annual Bill Credit		-\$34,686.00
	Synel Synergy Biometric Terminal	\$2,095	Optional
	InTouch DX Biometric Terminal	\$2,895	\$43,425
	Implementation		\$20,925
	UKG Migration Promotion: Software Implementation Discount	30%	-\$6,277.50
	Hardware Programming		\$4,500
	Annual Software & Hardware Maintenance	\$3,892/yr	Paid through 3/1/25
Sales Tax		TBD	
12 Month Deposit Total			\$67,126.50
One Time Implementation Fees			
Initial Planning Session		Included	
Rules Questionnaire Assistance		Included	
Install UKG Web-Based Software		Included	
Install Payroll Rules and Employee File		Included	
Unlimited Administrative/Supervisor Training		Included	
System Test/Go Live		Included	
Total One Time Fees		\$	20,925

Customer Authorization _____ Title _____

Date _____

Andrews Technology HMS, Inc. _____ Title _____

Date _____

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re Utility Service Agreement for Casablanca Condos.

DEPARTMENT: Utilities

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

ATTACHMENTS: Casablanca Condos - partially signed USA

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

SUMMARY/HIGHLIGHT:

The Casablanca Condos subdivision complex project is located at 216 S. Florida Avenue on the north west corner of the intersection of Florida Avenue and West Carolina Avenue. The proposed subdivision will equate to seven (7) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

The project is also in the Downtown Fair Share service area and per section #19 of the Utility Service Agreement has agreed to the payment of additional fees for their development. As is consistent with City policy, the developer has executed this agreement which is intended to compensate the City for the use and planned improvements to allow increased density in proportion to the capacity of such utilities used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the city will receive water and sewer impact fees and ongoing utility revenue from the seven residential units constructed. In addition, the city will receive payment for the Downtown Fair Share contribution in the amount of \$12,250 (\$1,750 per unit x 7 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the Casablanca Condos subdivision.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
CASABLANCA CONDOS**

THIS AGREEMENT is entered into this ____ day of _____, 2024, between the City of DeLand (City) and Faith Construction of Central Florida, LLC (Developer) regarding utility service for the, Casablanca Condos project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at 216 South Florida Avenue, DeLand FL. on the North West Corner of the intersection of Florida Avenue and West Carolina Avenue and described as:

TAX PARCEL NUMBERS
701610000014

LOTS A4 & A5 EXC W 10 FT FOR CITY SUB BLK 9 HOWRYS ADD DELAND PER OR 2709 PG 1688 PER OR 6686 PG 4826 PER OR 8187 PG 4102 PER OR 8193 PG 4856

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

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

- Connect to existing Water Main with a 6"x 6" stainless steel tapping sleeve, (2) 6" Gate Valves, (1) 6" x 6" x 6" Tee, (1) Fire Hydrant Assembly, (4) 6" x 6" x 2" Tee, (4) 2" water services with 2" Gate Valves Corporation Stops, (1) Blow Off Assembly and approximately 290 LF +/- of 6" PVC or HDPE Piping and approximately 36 LF +/- of 2" polyethylene piping.
- Connect to existing Manhole with an 8" Core and Inside Drop connection, and approximately 10 LF +/- of 8" PVC pipe
- All onsite water services piping, sewer lines, manholes, sewer laterals and cleanouts, will be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.
- The City will maintain the from the water main and services up to the bank of meters and sewer main up to the Clean-out at the right of way.

- All connections to City facilities shall be made at Developer's expense. All water meters 2" and below will be installed by the City at the Developer's expense.
- 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. Section not used.

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. Downtown Fair Share Payment. The City has adopted Ordinance No. 2024-11 which requires all new development and some redevelopment in a specifically identified area of the downtown to pay an additional fee related to necessary potable water and sanitary sewer transmission capacity upgrades in the defined area and is referred to herein as a "Fair Share Payment." The property which is the subject of this Agreement is within the area that is required

to pay a Fair Share Payment. The Fair Share Payment is \$1,750.00 per residential unit for residential development or per each equivalent residential unit or percentage thereof for non-residential developments. For this project, the number of residential units or equivalent residential units, as the case may be, is mutually agreed to be 7. The Developer shall be required to make payment for the total amount of its Fair Share Payment at the time of approval of the preliminary plat or site plan for the Project, and must be received by the City prior to issuance of any development permits by the City. The requirement to make the Fair Share Payment shall be deemed to be a condition of approval of the preliminary plat or site plan for the project, regardless of whether any resolution or other action of the City evidencing approval of the preliminary plat or site plan specifically references such condition. In the event that the actual number of lots approved by way of approval of a final plat exceeds those approved in a preliminary plat, then Developer shall pay, as a condition of approval of the final plat, the additional fee for those additional lots, or be entitled to a refund, as the case may be.

Section 20. 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.

Faith Construction of Central Florida, LLC

Joseph Faith
Name: Joseph Faith
Title: owner

ATTEST:

Hannah Faith
Name: Hannah Faith
Secretary

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

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

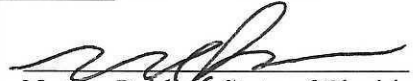
Notary Public - State of Florida

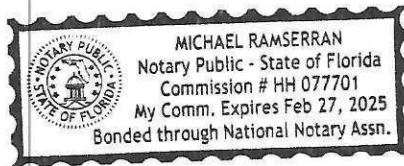
Name: _____
My Commission expires: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of December, 2024 by Joseph Faith, the owner of Faith Construction of Central Florida, LLC who is ☐ personally known to me or ☒ who has produced, FDLE as identification.


Notary Public - State of Florida



Name: Michael Ramserran
My Commission expires: 02-27-2025

Contact Information:

PROPERTY OWNER/
APPLICANT: FAITH CONSTRUCTION OF CENTRAL FLORIDA LLC
555 MORGAN WOOD DRIVE
DELAND, FL 32724
PHONE: (386) 848-7522
EMAIL: FCGCORPO@GMAIL.COM

ENGINEER/
PROJECT MANAGER/
LANDSCAPE
ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: GBOGART@NEWKIRK-ENGINEERING.COM

ARCHITECT: KEESE ASSOCIATES / FDS ENGINEERING
258 SOUTHWALL LANE, SUITE 201
MAITLAND, FL 32751
PHONE: (407) 880-2333
EMAIL: SUSAN.LEI@MYTSGHOME.COM

SURVEYOR: A1A SURVEYING, INC.
711 PINELAND TRAIL
ORMOND BEACH, FL 32174
PHONE: (386) 676-2363
EMAIL: ALLEN@A1ASURVEYING.COM

ENVIRONMENTAL: MATANZAS GEOSCIENCES, INC.
77 SARAGOSSA STREET
ST. AUGUSTINE, FL 32084
PHONE: (904) 824-0488
EMAIL: CONTACT@MATANZASGEO.COM

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
FAX: (386) 760-4067
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

Utility Contact

WATER - CITY OF DELAND UTILITIES DIVISION (386) 626-7250
WASTEWATER - CITY OF DELAND UTILITIES DIVISION (386) 626-7250
SOLID WASTE - WASTE MANAGEMENT, INC 1-(866) 909-4458
GAS - FLORIDA PUBLIC UTILITIES (386) 668-2600
ELECTRIC - DUKE ENERGY (800) 700-8744
TELEPHONE - AT&T (386) 254-8550
CABLE - SPECTRUM (386) 760-9950

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re Utility Service Agreement for Plum Tree Townhomes.

DEPARTMENT: Utilities

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

ATTACHMENTS: Plum Tree Townhomes partialy signed USA

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

SUMMARY/HIGHLIGHT:

The Plum Tree Townhomes subdivision complex project is located at the south west corner of the intersection of west Rich Avenue and north Orange Avenue. The proposed subdivision will equate to fifteen (15) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided. As is consistent with City policy, the developer has executed this agreement for the use and planned improvements to allow increased density in proportion to the capacity of such utilities used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the city will receive water and sewer impact fees and ongoing utility revenue from the fifteen residential units constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the Plum Tree Townhomes subdivision.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
PLUM TREE TOWNHOMES**

THIS AGREEMENT is entered into this 6 day of Dec, 2024, between the City of DeLand (City) and VIVEMEX LLC (Developer) regarding utility service for the Plum Tree Townhomes project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at the South West intersection of West Rich Ave and North Orange Ave in DeLand, FL and described as:

TAX PARCEL NUMBERS

700843110020

N 259.6 FT OF LOT B BLK & INC N 259.60 FT OF W 22.70 FT OF LOT A & INC N 75 FT OF E 125 FT OF LOT A BLK 11 RICHES ADD DELAND PB L PG 688 PER OR 3846 PG 3250 PER OR 8005 PG 3146

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:

- One 10" X 10" X 8" stainless steel tapping sleeve with an 8" Gate Valve and approximately 40 LF +/- of 8" C900 PVC piping.
- One 12" Manhole core with 8" rubber boot and approximately 20 LF +/- of 8" C900 PVC piping.

All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services outside of the meter box, all sewer gravity lines, 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 meters 2" and below will be installed by the City at the Developer's expense.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for any utilities as deemed necessary by the City. The City will install water meters which shall remain the property of the City, but all other utility lines and infrastructure not currently owned by the City shall be and remain the property of the Developer. 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. This Section Not Used.

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.

VIVEMEX LLC
Name: Sergio Peralta
Title: President

CITY OF DELAND

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

ATTEST:

Name: _____
Secretary

Julie A. Hennessy
City Clerk - Auditor

Witness Mario Comacho.

Witness

Witness Caroline Vanderlinder Aquino

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

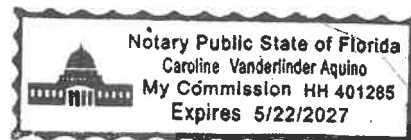
Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ CVA
Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of December, 2024 by Sergio Peralta, the President of VIVEMEX LLC who is ☐ personally known to me or ☒ who has produced, Driver License as identification.

Notary Public - State of Florida

Name: Caroline Vanderlinder Aquino
My Commission expires: 5/22/2027



Contact Information:

Project Team

OWNER: VIVEMEX LLC 250 S Orange ave, Ste 1100 Orlando FL 32801	Applicant Mimeca Construction Group LLC 300 S Orange ave, Ste 1000 Orlando FL 32801	SURVEYORS: EFIRD SURVEYING GROUP, INC. 475 BLUE LAKE AVE. DELAND, FL 32724 386-740-4144 LARRY@EFIRDSURVEYING.COM
ENGINEER: THE ALANN ENGINEERING GROUP, INC. 880 AIRPORT RD. STE. 113 ORMOND BEACH, FL 32174 386-673-7640 KAB@AE-GROUP.COM	LANDSCAPE ARCHITECT: CARA CULLIVER, RLA, ASLA CULLIVER DESIGN, INC. 173 SUNTREE COURT ORMOND BEACH, FL 32174 386-871-5293 CULLIVERDESIGN@CFL.RR.COM	Building Contractor: Mimeca Construction Group LLC 300 S Orange ave, Ste 1000 Orlando FL 32801

Utility Contacts

WATER/SEWER: CITY OF DELAND UTILITIES 1101 S. AMELIA AVENUE DELAND, FL 32720 CONTACT: JIM AILES, UTILITY DIRECTOR PHONE: (386) 626-7250	SPECTRUM: PAUL LIAKOS PAUL.E.LIAKOS@CHARTER.COM 407-215-8838	AT&T: MICHAEL J. MOORE MM0409@ATT.COM 386-281-6953	DUKE ENERGY: SERVICE & INSTALLATION NEWCONSTRUCTION@DUKE-ENERGY.COM 866-372-4663
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CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re Lease Agreement with United States Florida's 6th Congressional District Office.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Congressional Office Lease , 119th_district_office_lease_packet 2025 for CC

APPROVED BY: Michael Pleus, City Manager, December 30, 2024

SUMMARY/HIGHLIGHT:

This is a Lease Agreement between United States Florida's 6th Congressional District Office for office space in City Hall (300 square feet) on the 3rd floor of City Hall, from January 6, 2025 - April 2, 2025. The term aligns with the special election dates for the 6th District. The DeLand location enables the District to maintain an area office that enhances the service level in the 6th District of Florida until the special election has concluded. Staff recommends approval of the attached Lease Agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a positive fiscal impact.

RECOMMENDATION:

It is recommended that the City Commission approve the lease agreement with United States Florida's 6th Congressional District Office for the term in the lease agreement.

BACKGROUND/DISCUSSION:

The lease agreement with Congressman Waltz expired on January 2, 2025, and the United States Florida's 6th Congressional District Office has expressed interest in continuing to have an office at DeLand City Hall through April 2, 2025. Congressman Waltz (United States Congress Florida District 6) has had the office space inside City Hall since 2019.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2025, by and between the City of DeLand, a Florida municipal corporation, whose address is 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as "Lessor") and the office of the United States Congressperson, Florida's 6th District, whose address is 244 Cannon House Office Building, Washington, DC 20514 (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the real property in DeLand, Volusia County, Florida, such real property having a street address of 120 South Florida Avenue, otherwise known as the DeLand City Hall; and

WHEREAS, Lessor is desirous of leasing one room totaling approximately 300 square feet on the 3rd floor of the DeLand City Hall (hereinafter referred to as the "Premises") to the Lessee for use as District Office for the United States Congressional Representative for Florida's 6th District; and

WHEREAS, the Premises is surplus space in DeLand City Hall and it is in the public's best interest to use the Premises for the purpose set forth herein until such time as the space is needed for City of DeLand employees; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the Premises together with any and all appurtenances thereto, for a term beginning January 6, 2025, and ending on April 2, 2025. Any other provisions of this Agreement notwithstanding, Lessor or Lessee may terminate this lease with 60 days' written notice to the other party.

2. RENT. The rent for the Premises shall be THREE HUNDRED AND 00/100 DOLLARS (\$300.00) per month, payable on or before the 1st day of each month of the term.

3. USE OF PREMISES. The Premises shall be used and occupied by the Lessee and Lessee's immediate staff, exclusively, as a United States Representative's office. No part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any other business, profession, trade of any kind, or for any purpose other than as a United States Representative's office. Lessee shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.

4. **CONDITION OF PREMISES.** Lessee stipulates, represents, and warrants that Lessee shall examine the Premises, and that Lessee shall accept said Premises in the condition in which they are delivered to Lessee. In the event that the condition of the Premises is not acceptable by Lessee in Lessee's sole discretion, then Lessee may terminate this lease by providing written notice to Lessor within ten (10) days after the Premises are available for occupancy.

5. **ACCESS TO PREMISES.** Lessee shall have access to the Premises during regular business hours when the DeLand City Hall is open. Lessee shall not be entitled, pursuant to this Agreement, to use any other rooms (excepting of course incidental use of restrooms, hallways, elevators, etc.) in the DeLand City Hall, except by specific permission granted by the City of DeLand.

6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof.

7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the Premises or construct any interior walls or other structures.

8. **NON-LIABILITY OF LESSOR.** Lessor shall not be liable for any damages or injury of or to the Lessee, Lessee's guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment.

9. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

10. **RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

11. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Florida.

12. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

13. **BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

14. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

15. CONSTRUCTION. The pronouns and herein include, where appropriate, either gender or both, singular and plural.

16. NON-WAIVER. No indulgence, waiver, election, or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

17. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed.

EXECUTED by the Lessee this _____ day of _____, 2025.

EXECUTED by the Lessor this _____ day of _____, 2025.

United States Representative
Florida 6th District, Lessee

CITY OF DELAND, Lessor

By: _____
Signature

By: _____
Christopher M. Cloudman
Mayor-Commissioner

Print Name and Title

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

This Instrument Prepared By:
City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- Prior to either party signing a Lease, the Member/Member-elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 119th Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
 - Landlord’s name and address; and Member/Member-Elect’s name
- Section 1 — Insert:
 - Square footage of the leased office (if known)
 - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
 - Date lease begins (must be on or after January 3, 2025)
 - Date lease ends (must be on or before January 2, 2027)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 12” and note any rent variations in Section 12.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert the notice contact information for each lease party.
- Section 12 — Insert any additional lease provisions.

Note: Sections 1-9, other than filling in the blanks, may not be altered or deleted.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 119th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts,
 City of DeLand _____, 120 S Florida Ave DeLand FL 32720

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Michael Waltz - US Congress FL Dis, a Member/Member-elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 300 square feet of office space located at
 DeLand City Hall, 3rd Floor, 120 South Florida Avenue

 (Office street address)
 in the city, state and ZIP code of DeLand, FL 32720.

 (Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive, and Lessor shall be required to provide, the amenities as set forth in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease, or as otherwise described herein.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 2,
2025 and ending April 2, 2025. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2027, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \$300.00 monthly, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving 60 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 119th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 119th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Notice.** All notices required or permitted under this Lease shall be in writing sent to the addresses identified below or as otherwise designated by the parties from time to time via written notice. All such notices shall be deemed sufficiently given at the time three (3) days following the day they are postmarked in any post office or branch post office.

Notice to Landlord

All notices required to be delivered to Landlord from Lessee shall be delivered to Landlord at:

Contact Name: Michael Grebosz, Assistant City Manager, "
Address: 120 S Florida Ave Deland FL 32720
Phone: 386-626-7110
Email: Greboszm@deland.org

Notice to Lessee

All notices required to be delivered to Lessee from Landlord shall be delivered to Lessee at:

Contact Name: Michael Waltz, US Congress District 6 Offi
Address: 244 Cannon House Office Building Washin
Phone: (202) 225-2706
Email: FL06MWALTZ@mail.house.gov

12. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of DeLand

Print Name of Lessor/Landlord

Mike Waltz, US Congress FL District 6

Print Name of Lessee

By: _____
Lessor Signature

Title: Christopher Cloudman, Mayor

Lessee Signature

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment - Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.
- Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 5 – 119th Congress)

SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

☒ * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

Spectrum

☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

☐ Amenities are separately listed elsewhere in the Lease.

(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☒ Lockable Space for Networking Equipment.

☒ Telephone Service Available.

☒ Parking. _____ Assigned Parking Spaces

✓ _____ Unassigned Parking Spaces

☒ General Off-Street Parking on an As-Available Basis

☒ Utilities. Includes: Power, Monday thru Friday

☒ Janitorial Services. Frequency: Daily

☒ Trash Removal. Frequency: Daily

☒ Carpet Cleaning. Frequency: Spot Cleaning

☐ Window Washing. ☒ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

☒ After Hours Building Access.

☐ Office Furnishings. Includes: _____

☒ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

☒ Building Manager. ☒ Onsite ☐ On Call Contact Name: Mike Grebosz

Phone Number: (386) 626-7110 Email Address: Greboszm@deland.org

District Office Lease Attachment

(Page 2 of 5 – 119th Congress)

SECTION B **(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of DeLand

Print Name of Lessor/Landlord

Mike Waltz, US Congress FL District 6

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Title: Christopher Cloudman, Mayor

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____
(Administrative Counsel)

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re Beresford Reserve Brownfield Advisory Committee Appointments and Resolution Creating the Beresford Reserve Brownfield Advisory Committee .

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS: Beresford Brownfield Committee Resolution, Joseph DeGaetano Application, Denise DeGarmo Application, Brian Diaz Application, Catherine Clarke Application, Lance Harding Application

APPROVED BY: Michael Pleus, City Manager, December 30, 2024

SUMMARY/HIGHLIGHT:

In 2022 the City Commission considered a resolution (numbered 2022-72) for the adoption of the Beresford Reserve Brownfield Advisory Committee. The Commission at that time voted to approve the resolution with a change to provide for a termination date. At that point in time, it was believed that the remediation planning process would have progressed much more quickly with State of Florida and that the resolution would be brought back with a termination date at the same time that the Committee members were appointed. However, it has taken much longer for the remediation planning process than originally anticipated, but the City is now ready to appoint the members to the Committee. As such, the original resolution is being brought back with a few changes, to include a specific termination provision and the appointment of five specific members, who are identified below. In addition, a few changes were made to the original resolution for the purpose of giving more guidance to the members for conducting their meetings and addressing the frequency of meetings.

The Brownfield Advisory Committee requires the appointment of five (5) members for the Beresford Reserve project. The following individuals have submitted applications for consideration:

1. Joseph DeGaetano
2. Denise DeGarmo
3. Brian Diaz
4. Catherine Clark
5. Lance Harding

CRITERIA:

Each Brownfield Advisory Committee shall consist of an odd number of members numbering no less than three and no more than seven, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an ex officio member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

Staff has contacted the applicants and advised them of the City Commission meeting date.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission appoint the five (5) applicants and adopt the attached resolution.

BACKGROUND/DISCUSSION:

When the City Commission established this brownfield advisory committee, they asked that the committee have an identifiable end date so that there would not be any question about that. The attached resolution provides that the Committee shall be in effect until ninety (90) days after a Site Rehabilitation Closure Order is issued by the Florida Department of Environmental Protection. That is the official document from the state which basically ends the remediation process for this site.

The attached resolution also provides that meetings will generally be held four times per year (unless more are necessary), but in no event less than twice per year. The resolution, specifically in Section 3, also provides some additional guidance for the Committee in relation to running meetings and adopting recommendations to the City Commission.

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, CREATING THE BERESFORD RESERVE BROWNFIELD ADVISORY COMMITTEE IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE NUMBER 2022-22; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT; PROVIDING FOR THE COMMITTEE'S PURPOSE, TERM, MEMBERSHIP, DUTIES, RESPONSIBILITIES AND MEETINGS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand established, as part of the City's Brownfield Redevelopment Program, through the enactment of Ordinance Number 2022-22, the ability to appoint City brownfield advisory committees for various specific areas of the City which appointment process is unique from the economic development functions of the City and the City's Economic Development Committee; and

WHEREAS, the City Commission of the City of DeLand desires to and does hereby establish the Beresford Reserve Brownfield Advisory Committee, and has deemed approval of this Resolution to be in the best interests of the residents and citizens of the City of DeLand and to further the public health, safety and welfare; and

WHEREAS, this Resolution is enacted pursuant to the statutory and constitutional home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable controlling law to include, but not be limited to, the provisions of Ordinance Number 2022-22; and

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

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

Section 1. Legislative and Administrative Findings and Intent.

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

Section 2. Creation of the Beresford Reserve Brownfield Advisory Committee.

The Beresford Reserve Brownfield Advisory Committee is created pursuant to City of DeLand Ordinance Number 2022-22.

Section 3. Membership of Beresford Reserve Brownfield Advisory Committee; Jurisdiction; Initial Appointments; Meetings; Chairperson; and Term.

(a). The Beresford Reserve Brownfield Advisory Committee shall the serve the purposes set forth in Section 376.80(4), Florida Statutes for the brownfield area previously designated by the City of DeLand and referred to, at least formerly, as the Sandhill Golf Course Brownfield Area.

(b). The Beresford Reserve Brownfield Advisory Committee shall consist of five (5) Committee members appointed by the City Commission. Such members shall serve on the Beresford Reserve Brownfield Advisory Committee for the entire duration of the Beresford Reserve Brownfield Advisory Committee's existence, or until any such member shall resign or otherwise be replaced by the City Commission.

(c). Additionally, the City Commission hereby appoints a City staff member, designated by the City Manager, to serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

(d). At the initial meeting of the Beresford Reserve Brownfield Advisory Committee, the members thereof shall select by majority vote from amongst the members, to include the *ex officio* member identified above, a member to serve as the chairperson. The chairperson shall serve as the parliamentarian for the purpose of running an orderly meeting but shall have no other powers or authority.

(e). Meetings of the Beresford Reserve Brownfield Advisory Committee shall generally be held four times per year, but in no event less than two times per year. The foregoing notwithstanding, meetings may be held as often as is reasonably necessary in order for the Beresford Reserve Brownfield Advisory Committee to serve the purposes as more particularly set forth in Section 4 of this Resolution.

(f). If and when the Beresford Reserve Brownfield Advisory Committee makes a recommendation to the City Commission as contemplated by Section 4(b)(1) of this Resolution, such recommendations shall be adopted by a majority vote of the members, excluding of course the *ex officio* member.

(g). Vacancies on the Beresford Reserve Brownfield Advisory Committee shall be filled by the City Commission.

(h). The Beresford Reserve Brownfield Advisory Committee shall remain in existence until ninety (90) days following the issuance of a Site Rehabilitation Closure Order by the Florida Department of Environmental Protection for this site (Brownfield Site ID BF642001001) unless the Beresford Reserve Brownfield Advisory Committee is earlier terminated by the City Commission.

(i). The City Commission hereby appoints the following members to the Beresford Reserve Brownfield Advisory Committee:

- Joseph DeGaetano
- Denise DeGarmo
- Brian Diaz
- Catherine Clark
- Lance Harding

Section 4. Purpose of the Beresford Reserve Brownfield Advisory Committee; Duties and Responsibilities.

(a). The purpose of the Beresford Reserve Brownfield Advisory Committee is to monitor the administration of the brownfield area established by City of DeLand Resolution Number 2020-94 (generally the former Sandhill / Southridge golf course site) which is hereinafter referred to as the “Beresford Reserve Brownfield”, provide a forum for the dissemination of information to the public about the redevelopment process, and to provide any input to the City Commission, and otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

(b). The Beresford Reserve Brownfield Advisory Committee shall:

(1). Be responsible for making recommendations to the City Commission regarding the Beresford Reserve Brownfield.

(2). Receive public comment on the rehabilitation and redevelopment of the Beresford Reserve Brownfield, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials and recommend ways to encourage public interest and local participation in the initiatives relating to the Beresford Reserve Brownfield.

(3). Review and recommend ways to encourage public interest and participation in the redevelopment of the Beresford Reserve Brownfield and initiatives of the City related thereto.

(4). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord or in collaboration with other entities.

(5). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

Section 5. Future Implementing Actions.

(a). The City Manager is assigned the responsibility to take any and all necessary administrative actions necessary to implement the actions of the Beresford Reserve Brownfield Advisory Committee to be taken pursuant to the provisions of this Resolution.

(b). The City Attorney is instructed to assist the Beresford Reserve Brownfield Advisory Committee and the City Manager in the implementation of this Resolution.

Section 6. Conflicts.

All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed and rescinded.

Section 7. Savings.

The prior actions of the City of DeLand relating to brownfield regulation activities of and within the City including, but not limited to, those pertaining to the Beresford Springs Redevelopment Brownfield Site, as well as any and all related matters, are hereby ratified and affirmed.

Section 8. Severability.

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

Section 9. Effective Date.

This Resolution shall take immediate effect upon adoption.

PASSED AND DULY ADOPTED this ___ day of January, 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney



CITY OF DeLAND

APPLICATION FOR APPOINTMENT TO BROWNFIELD ADVISORY COMMITTEE

Project Name: _____

CRITERIA:

Each Brownfield Advisory Committee shall consist of an odd number of members numbering **no less than three and no more than seven**, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

DUTIES:

The Brownfield Advisory Committee shall:

- (1). Be responsible for making recommendations to the City Commission regarding brownfields within the City.
- (2). Receive public comment on the rehabilitation and redevelopment of brownfields areas, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials.
- (3). Review and recommend ways to encourage public interest and participation in the brownfields initiatives of the City.
- (4). Invite persons to its meetings in an effort to provide local knowledge concerning the location of potentially contaminated sites and the possibility of redevelopment.
- (5). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord.
- (6). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

[Ord. 2022-22; Reso. 2022-___]

APPLICANT INFORMATION

Please Type, if possible (or print clearly)

Date: 4/27/23

Name: DEGAETANO
(Last)

JOSEPH
(First)

ROBERT
(Middle)

Address: (H) 724 N BOSTON AVE, DELAND

Zip Code: 32724

(O) 600 BUSINESS CENTER DRIVE, HEATHROW, FL Zip Code: 32746

Phone: (H) (407) 756-0268 (O) (407) 771-3203

E-Mail Address: JRDEGAETANO@GMAIL.COM

Employer: JPMORGAN CHASE

Position: SENIOR BUSINESS ANALYST How Long: 15 YEARS

Education: School	Yrs. Completed	Degrees
High School: <u>DELAND HIGH SCHOOL</u>	<u>4</u>	<u>HIGH SCHOOL DIPLOMA</u>
Colleges: <u>SEMINOLE STATE</u>	<u>2</u>	<u>ASSOCIATE'S DEGREE</u>
<u>UNIVERSITY OF FLORIDA</u>	<u>1 (CURRENTLY ATTENDING)</u>	<u>COMPUTER SCIENCE</u>

1. Do you work within the City Limits? Yes No X
2. Are you a City of DeLand resident? Yes X No
3. Do you own property in DeLand? Yes X No
4. Are you currently serving on a City Board? Yes No X
5. Have you ever served on a City Board? Yes No X

If yes, when and which Board?

6. Are you currently serving on any advisory board for any other governmental agency? NO

If yes, which board?

7. How long have you lived in the DeLand area? Years 33 YEARS

Work Experience: I HAVE WORKED AT JPMORGAN CHASE FOR 15 YEARS AND HAVE SPENT 10 YEARS AS A BUSINESS ANALYST. I HAVE ALSO SERVED AS BOARD CHAIR ON THE BOARD OF A NON-PROFIT.

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

X Industry/Business Environmental Science Economic Development

Community Involvement: I WAS CHAIRMAN OF THE BOARD OF CHILDREN'S HOUSE MONTESSORI SCHOOL IN DELAND FOR 3 YEARS. I AM ALSO THE CONTEMPORARY WORSHIP DIRECTOR AT DELAND FIRST PRESBYTERIAN CHURCH.

Interests/Activities: I ENJOY SPENDING TIME WITH MY FAMILY, ESPECIALLY IN OUR BEAUTIFUL DOWNTOWN DISTRICT. I ALSO LOVE TO MAKE AND PLAY MUSIC, AS WELL AS ATTENDING LIVE SHOWS.

Why do you desire to serve on this Board? I AM INTERESTED IN SERVING ON THIS BOARD BECAUSE I HOPE TO LEVERAGE MY PROFESSIONAL EXPERIENCE AND BUSINESS ACUMEN TO HELP REHABILITATE AND REDEVELOP THE CITIES BROWNFIELDS. I AM ALSO INTERESTED IN PROTECTING OUR ENVIRONMENT AND RESIDENTS FROM ANY CONTAMINATION RELATED FALLOUT.

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

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



Signature

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

JOSEPH R. DEGAETANO

724 N Boston Ave. Deland, FL, 32724 || joseph.x.degaetano@chase.com || (407) 756-0268

EDUCATION

Bachelor of Science, Computer Science

May 2024

University of Florida, Gainesville, Florida

Associate of Arts, General Studies

May 2022

Seminole State College, Lake Mary, Florida

Daytona State College, Daytona Beach, Florida

LEADERSHIP

Contemporary Worship Director, First Presbyterian Church of Deland

Dec 2019 - Present

- Manage, organize, and lead diverse group of musicians having different skill levels
- Introduce and facilitate learning of new material to musicians and congregation
- Maintain and enhance organizational culture derived from contemporary worship program

Major Achievements:

- Increased organizational membership and attendance post-COVID through increased strength of music program and facilitation of community outreach initiatives
- Enhanced music program by introducing new material on a regular basis
- Facilitated implementation of live-streaming initiative to increase visibility and access to mobility-challenged members and non-members

Chairman of the Board, Children's House Montessori School, Deland, Florida

Jun 2019 – May 2022

- Provided oversight on operational aspects of the organization and ensured all board officers fulfilled their duties
- Organized and lead all regular and special meetings
- Oversaw and lead strategic planning, budget planning, and overall vision of the organization

Major Achievements:

- Increased financial stability and viability of organization through proactive marketing efforts, strategic planning, and implementation of improved budget planning
- Implemented professional development for staff and administration including Diversity, Equity, and Inclusion training
- Increased student enrollment by more than double

PROFESSIONAL EXPERIENCE

JPMorgan Chase, Lake Mary, Florida

Apr 2008 – Present

Senior Business Systems Analyst

Oct 2017 – Present

- Lead team in implementing multiple high-impact projects and initiatives from start to finish with multi-million dollar returns on investment and low defect occurrence
- Obtain requirements from business and project partners, and transcribe them into technical development instructions to be consumed by development teams using Agile methodology
- Coordinate with IT groups, business partners, and process owners to understand and interpret the needs of the business and deliver lasting solutions to meet given requirements
- Present proposed solutions to key stakeholders and obtain buy-in and approval
- Create and maintain numerous complex workflows supporting multiple lines of business (Auto, Business Banking, Asset Wealth Management, Card)

Business Systems Analyst

Aug 2013 – Oct 2017

- Administered enterprise software (ODM, C3) used for account collections activities and account management
- Conducted extensive root-cause analysis to solve complex business problems
- Contributed to the successful deployment of large-scale system enhancements to improve operational efficiency and mitigate risk

Strategic Support Analyst

Jan 2012 – Aug 2013

- Conducted process mapping and re-engineering
- Automated manual administrative processes to reduce risk and increase overall productivity
- Developed reporting solutions to identify data trends for internal process

Customer Support Advisor

Apr 2008 – Jan 2012

- Reduced and prevented bank losses by contacting customers to obtain payments on delinquent accounts while providing world-class customer service
- Provided hardship assistance to customers through attentive listening, partnership, and collaboration

SKILLS

Atlassian Tools (JIRA, Confluence), Requirement Writing, Process Engineering, Root Cause Analysis, Data Analytics, SQL, Reporting Solutions, Software Development Lifecycle, Scrum, Agile Methodology, Project Management, Microsoft Office (Word, Visio, Access, Excel), Microsoft SharePoint Administration, Business Documentation



CITY OF DeLAND
APPLICATION FOR APPOINTMENT TO
BROWNFIELD ADVISORY COMMITTEE
Project Name: Brown Field Advisory Committee

CRITERIA:

Each Brownfield Advisory Committee shall consist of an odd number of members numbering no less than three and no more than seven, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

DUTIES:

The Brownfield Advisory Committee shall:

- (1). Be responsible for making recommendations to the City Commission regarding brownfields within the City.
- (2). Receive public comment on the rehabilitation and redevelopment of brownfields areas, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials.
- (3). Review and recommend ways to encourage public interest and participation in the brownfields initiatives of the City.
- (4). Invite persons to its meetings in an effort to provide local knowledge concerning the location of potentially contaminated sites and the possibility of redevelopment.
- (5). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord.
- (6). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

[Ord. 2022-22; Reso. 2022-____]

APPLICANT INFORMATION

Please Type, if possible (or print clearly)

Date: September 22, 2022

Name: DeGarmo
(Last)

Denise
(First)

K.
(Middle)

Address: (H) 279 Luis Lane Debary, FL

Zip Code: 32713

(O) Not Applicable.

Zip Code:

Phone: (H) (352) 4596555

(O) N/A

E-Mail Address: denise_degarmo@mac.com

Employer: Professor Emerita ,Southern Illinois University Edwardsville

Position: Full Professor

How Long: 17 years

Education: School

Yrs. Completed

Degrees

High School: Liverpool High School.

4

New York State Regents Diploma

Colleges: SUNY Buffalo

4

BS Political Science

University of Michigan

6

PhD Political Science with cognate in
Natural resources and the Environment

1. Do you work within the City Limits?

Yes _____ No ☒

2. Are you a City of DeLand resident?

Yes _____ No ☒

3. Do you own property in DeLand?

Yes _____ No ☒

4. Are you currently serving on a City Board?

Yes _____ No ☒

5. Have you ever served on a City Board?

Yes _____ No. ☒

If yes, when and which Board? _____

6. Are you currently serving on any advisory board for any other governmental agency? NO

If yes, which board? Not Applicable

7. How long have you lived in the DeLand area?

I have lived in DeLand for 5 years

Work Experience: Professor of International Relations and Comparative Politics, Peace Studies and Natural Resources and the Environment at Southern Illinois University Edwardsville, International Lecturer/Presenter, research and data collection, author. **Please see attached vitae.**

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

X. Industry

☒

Environmental Science

☒

Economic Development

Community Involvement: Member of the Board of the Environmental Council of Volusia and Flagler; representative for SHOA re: Beresford Reserve, Advocate and Authorized Representative for the Department of Labor's Energy Employees Occupational Illness Program. **See Vitae for complete listing.**

Interests/Activities: Environment and Climate Change, Atomic/Nuclear weapons history, gardening.

See Vitae for complete listing.

Why do you desire to serve on this Board? My previous research and representation of the SHOA regarding the Beresford Reserve means that I am already familiar with the issues and can hit the ground running. My insights and research and presentations helped convince the Commission that such an oversight Committee was necessary. My understanding of the various chemical toxins on property and their public health impacts is critical to understanding cleanup initiatives.

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

Denise DeLauro

Signature

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

Curriculum Vitae
Denise DeGarmo, Ph.D.
279 Luis Lane
Debary, Florida 32713
Email: degarmo@umich.edu

CURRENT POSITION

- Authorized Representative under the Division of Energy Employees Occupational Illness Compensation, Department of Labor
- Board Member at Large, Environmental Council of Volusia and Flagler Counties, Florida
- Professor Emerita
Department of Political Science
Southern Illinois University Edwardsville
- Independent Researcher, Atomic Weapons Facilities and Department of Energy Facilities and Their Employees
- Archivist, The Arthur V. DeGarmo Jr. Archive for the Study and Preservation of the Manhattan Project
- International Senior Research Associates Program (IRAP) Applied Research Institute – Jerusalem

EDUCATION

- PhD, Political Science, University of Michigan, Ann Arbor, Michigan, 2001, International Relations and Comparative Politics with a Cognate in Natural Resources and the Environment.
- B.S. Political Science (Summa Cum Laude) State University of New York Buffalo, 1992, Political Science
- A.S. in Liberal Arts with Certificate in Human Service Monroe Community College, 1990

ACADEMIC EXPERIENCE

2017-present Professor Emerita

2016 – 2017 Professor (Full), Department of Political Science
Manage teaching, research and publications in the Department of Political Science. Conduct lectures and seminars in a broad array of international relations issues. Perform advanced research in the field of international relations. Provide community service including consulting and providing expert commentary. Assessing students in their field of expertise.

2011-present Research Associate, Applied Research Institute – Jerusalem
Serve as a principal investigator on issues surrounding the occupied Palestinian territories, including but not limited to role of Israeli occupation on human security and environment.

2009-2015 Chair, Department of Political Science
Noteworthy accomplishments: Responsible for 10 faculty and 1 staff member; development and implementation of new departmental Operating Papers; implementation

of departmental and college strategic plans; Fiscal Officer: responsible for department budget and foundation accounts; supervised retention reviews, midpoint, and tenure and promotion reviews for department faculty; mentored untenured faculty in preparation for tenure and promotion; supervised department faculty searches; initiated efforts to internationalize curriculum and faculty; initiated revisions of department Senior Assignment and Merit Review papers; curricular development in both department and Peace and International Studies minor; hired and supervised lectures and instructors (adjunct faculty); pilot tested Turn-it-in.com for the Office of the Provost of Academic Affairs; developed and implemented department policy on student academic misconduct; and served a Chair of the University's Teaching Excellence Awards Committee.

2007-2016 Associate Professor

Noteworthy Accomplishments: Established the Arthur V. DeGarmo, Jr. Research Room for the Study & Preservation of the Manhattan Project Legacies; Coordinated College of Arts Sciences Interdisciplinary Roundtable on Collective Violence; Chaired the College of Arts and Sciences Taskforce on Bullying and Intimidation; Assessment Scholar Office of Undergraduate of Undergraduate Assessment & Program Review; Palestinian American Research Center, Faculty Development Seminar in Palestine; SIUE Meridian Award: "Exposed: The Atomic Bomb, Radiation and Worker Health in the Metro-East (documentary); and Principal investigator for Congressman John Shimkus and Senator Barack Obama in regard to Dow Madison Special Exposure Cohort for The Energy Employees Occupational Illness Compensation Program Act (EEOICPA).

2001-2006 Assistant Professor

Noteworthy Accomplishments: Became coordinator of the Peace and International Studies minor and retooled the program; Excellence in Undergraduate Education Grant, Principal Grant Writer and Principle Investigator for the construction of the Virtual Data Web Site; Mark C. Stevens Researcher Travel Fellowship, Bentley Historical Library, University of Michigan

1992-2000 PhD, Political Science, University of Michigan, Ann Arbor, Michigan Degree Program: Joint major in International Relations and Comparative Politics with a Cognate in Natural Resources and the Environment. Dissertation: Factors Influencing State Accession to International Environmental Treaties Research Advisers: Professor. Harold Jacobson (Chair), Professor. J. David Singer, Professor. Paul Huth, and Professor Doug Lemke

PEER REVIEWED PUBLICATIONS AND CONFERENCE PROCEEDINGS

Books

- 2018 *Israeli Settlement Expansion and the Breach of International Law: An Overview*, June 19, 2014 – May 31, 2015. Lap Lambert Academic Press.
- 2016 *The Geneva Conventions of 1949 and Their Protocols: The Case of Israel*. Lap Lambert Academic Press.
- 2016 *The U.S.-Israeli Strategic Alliance and the Disappearing Palestine*. Lap Lambert Academic Press.
- 2006 *The Disposal of Radioactive Wastes in the Metropolitan St. Louis Area: The Environmental and Health Legacy of the Mallinckrodt Chemical Works*. Mellen Press.

- 2004 *International Environmental Treaties and State Behavior: Factors Influencing Cooperation*, Routledge Press.

Journal Articles

- 2016 "The U.S.-Israeli Strategic Alliance: How the United States is Contributing to a 'Disappearing' Palestine." *Open Journal of Political Science*.
 2011 "Abode of Peace?" Wandering Thoughts, *Center for Conflict Studies*.
 2007 "Fermi and Pooh: A Strange Mix." *Parity, Japanese Journal of Physics*.
 2006 "Fermi and Pooh: A Strange Mix." *Physics Today*.
 2006 "2006 APSA Teaching and Learning Conference Track Summary - Internationalizing the Curriculum." *PS: Political Science and Politics*, with Bob Reinalda, Gordon Babst, and, A.C. Harth.

Book Chapters & Encyclopedia Entries2014. Denise DeGarmo and E. Duff Wrobbel

- 2014 "Liberation Hip-Hop: Palestinian Hip-Hop and Peaceful Resistance" in Chris Malone (editor) *The Organic Globalizer: Hip Hop, Political Development, and Movement Culture* with E. Duff Wrobbel.
 2005 "Conscientious Objection," in Stephens and Scheb (eds.), *An Encyclopedia of Civil Rights and Liberties*, Greenwood Press
 2006 "Environmental Justice," in Stephens and Scheb (eds.), *An Encyclopedia of Civil Rights and Liberties*, Greenwood Press.
 2006 "Border Patrol," in Stephens and Scheb (eds.), *An Encyclopedia of Civil Rights and Liberties*, Greenwood Press.

Research Handbooks & Websites

2007. International Data Resource Center (www.icpsr.umich.edu/IDRC) Inter-university Consortium for Political and Social Research, University of Michigan. <http://www.icpsr.umich.edu/icpsrweb/instructors/international.jsp>

Undergraduate Teaching Manuals

- 2012 *Approaching Democracy*, 6th edition, Test Item File for Pearson/Prentice Hall.
 2010 *World Conflicts Since 1900*, Test Item File for Excelsior College, Albany, New York.
 2009 *Approaching Democracy*, 6th edition, Test Item File for Pearson/Prentice Hall.
 2009 *MyPoliSciLab*, Pearson/Prentice Hall.
 2008 *Understanding American Politics and Government Instructor's Manual and Study Guide*, Pearson.

Government Reports

- 2009 Extension of Dow Madison Special Exposure Cohort, 1961-1972 written for Larry J. Elliot, MSPH, CIH, Director, Office of Compensation Analysis and Support Centers for Disease Control and Prevention National Institute of Occupational Safety and Health 4676 Columbia Parkway Cincinnati, Ohio 45226 (non remunerated – part of research for Senator Barak Obama and John Shimkus, House of Representatives on behalf of the Dow Madison former Atomic Weapons Workers).

- 2008 Legislative assistance to Congressman John Shimkus in addressing inclusion of basal cell carcinoma in The Energy Employees Occupational Illness Compensation Program Act (EEOICPA) and writing overview of the effectiveness of EEOICPA legislation.
- 1994 "Biological Diversity in USSR/ Russian Federation: A Country Study"
Consortium for International Environment Science and Information Network.

EDITORIAL WORK

Book Reviews

- 2014 Houston Wood, *Current Debates in Peace and Conflict Studies* Cary, North Carolina: *Oxford University Press*.
- 2011 Craig Parson (2011) *Reclaiming Politics*, Pearson Longman.
- 2010 Bonita Meyersfeld, *Domestic Violence and International Law*, Oxford: Hart Publication for Law and Politics Journal, Law & Courts Section of the American Political Science Association
- 2009 Carolyn Abbot (2009) *Enforcing Pollution Control Regulation: Strengthening Sanction and Improving Deterrence* for Law and Politics Journal, Law & Courts Section of the American Political Science Association
- 2008 Benjamin Schiff, *Building the International Criminal Court for Law and Politics Journal*, Law & Courts Section of the American Political Science Association
- 2007 Philip Shively, *Comparative Governance: Political Structures and Diversity Across the Globe*, McGraw-Hill Publishers.
- 2007 Thomas Patterson, *American Democracy*, Prentice Hall.
- 2006 Christopher P. M. Waters, ed. *British and Canadian Perspectives on International Law*. (Leiden, The Netherlands: Martinus Nijhoff Publishers) for the Law and Politics Journal, Law & Courts Section of the American Political Science Association
- 2006 John Ishiyama, *Fundamentals of Political Science*, Blackwell Publishing, Oxford, England.
- 2006 Richard Oliver Collin, *Whole Earth: Life and Politics on a Small Planet*, AB Longman Publishers.
- 2006 *Understanding Political Decisions: An Interactive Decision Approach to American Government*, McGraw-Hill publishers
- 2006 *Pulse of Politics*, McGraw-Hill Publishers
- 2004 Antony Anghie, *Imperialism, Sovereignty, and the Making of International Law* (Cambridge: Cambridge University Press) for the Law and Politics Journal, Law & Courts Section of the American Political Science Association
- 2003 Robert T. Nakamura and Thomas W. Church, *Taming Regulation: Superfund and the Challenge of Regulatory Reform* (Washington: D.C. Brookings), Law and Politics Journal, Law & Courts Section of the American Political Science Association
- 2003 Martin Slann *Introduction to Politics*, Atomic Dog Publishers.
- 2003 Mathew Kerbel, *American Government*, Atomic Dog Publishers.
- 2003 Hans Morgenthau, Revised by Kenneth W. Thompson, *Politics Among Nations*, McGraw- Hill Publishers.

Article Reviews

- 2020 "Workshopping Essay Structure: A Hollywood-Inspired Classroom Model," *International Journal of Teaching and Learning in Higher Education*.
- 2019 "How Does The TRACK Model Inform Teachers' Teaching Practices and How Can This Knowledge Be Used in the Classroom." *International Journal of Teaching and Learning in Higher Education*.
- 2018 "A reflection on Interdisciplinary Co-Teaching – Five Teaching Tips," *Journal of Political Science Education*.
- 2018 "The Shifting Tides of PH Economic Diplomacy: The New Philippine – China Relations." *Open Journal of Political Science*
- 2018 "The Continuous Case Study: Designing a Unique Assessment of Student Learning." *International Journal of Teaching and Learning in Higher Education*.
- 2017 "Civic Republicanism: An Alternative to Berlin's Dichotomy?" *Scientific Research Publishing*.
- 2017 "Revisiting Turkish-Armenian Reconciliation." *Open Journal of Political Science*.
- 2017 "Public Diplomacy - Strategic Communication of 'Soft Power' in Hybrid Warfare" *Open Journal of Political Science*.
- 2017 "Evaluation of Quality of a Project Management and Scientific Publications Based on a New Wisdom Framework." *Open Journal of Political Science*.
- 2017 "Teaching Research Skills to Undergraduate Students Using an Active Learning Approach: A Proposed Model for Preparatory-year Students in Saudi Arabia." *International Journal of Teaching and Learning in Higher Education*.
- 2016 "Using Simulation to Develop Entrepreneurial Skills and Mind-sets: An Exploratory Case Study." *International Journal of Teaching and Learning in Higher Education*.
- 2015 "Active Learning Via Student Karaoke Videos." *International Journal of Teaching and Learning in Higher Education*.
- 2015 "US Hegemony in the 21st Century: New Approach." *Open Journal of Political Science*.
- 2014 "Reinventing the Democratization Process in the Middle East: Towards A Methodology for the Theorization of the Arab Spring – Egypt as a Case Study." *Open Journal of Political Science*.
- 2014 "Utilizing TeachLive (TLE) to Build Educational Leadership Capacity: The Development and Application of Virtual Simulations" *International Journal of Teaching and Learning in Higher Education*.
- 2012 Jerry W. Samples and Susan E. Copeland, "The Universality of Good Teaching: A Study of Descriptors Across Disciplines" *International Journal of Teaching and Learning in Higher Education*.
- 2011 "Political Science Courses, Discussing Elections and Civic Engagement" *Polymath: An Interdisciplinary Arts and Sciences Journal*.
- 2011 "Is It Time to Revisit Tobacco Policies on University Campuses?" *Polymath: An Interdisciplinary Arts and Sciences Journal*.
- 2011 "Supplemental Instruction – who does it serve?" *International Journal of Teaching and Learning in Higher Education*.
- 2010 "The Effectiveness of the Dialectical Pedagogy in Instructing Cultural Studies." *International Journal of Teaching and Learning in Higher Education*.
- 2009 "Developing Skills for Effective Academic Presentations in EAP." *International Journal of Teaching and Learning in Higher Education*.

- 2009 "MS 2009-204 Pedagogy of the Oppressors: Building Global Identities." *Journal of Political Science Education*.
- 2008 "Group Peer Review as an Active Learning Strategy in a Research Course." *International Journal of Teaching and Learning in Higher Education*.
- 2007 "Natural Resource Dependency and United States' National Security Interests," *Geography Online*.
- 2007 James J. Corbett, Boualam Kezim, and James Stewart "Student Perceptions of Value Added in an Active Learning Experience: Producing, Reviewing and Evaluating a Sales Team Video Presentation." *International Journal of Teaching and Learning in Higher Education*.
- 2007 "From teacher-fronted to learner-centeredness in tertiary educational settings: Staking out the mid-ground." *International Journal of Teaching and Learning in Higher Education*.
- 2006 Joette Stefl-Mabry, Pamela Theroux, Michael Doane, and E. J. William "Redefining Schools as Learning Organizations: A Model for Trans-Generational Teaching and Learning." *International Journal of Teaching and Learning in Higher Education*.
- 2006 Kathleen Gray, Rosemary Chang, and Alex Radloff "Enhancing the Scholarship of Teaching and Learning: Evaluation of a Scheme to Improve Teaching and Learning Through Action Research." *International Journal of Teaching and Learning in Higher Education*.

Non-Peer Reviewed Publications

Book Chapter

- 2010 "The Apocalyptic Tour." *Adventures in Academia*, Al Romero, Larry LaFond and Charles Berger (eds.) Southern Illinois University Press.

Social Media Outlets

- 2011 "The Use of Torture is Never Acceptable," policymic.com
- 2011 "The Israeli Wall Separating Palestine," policymic.com
- 2011 "Nuclear Proliferation Leads to Peace," policymic.com

Conference Proceedings

- 2019 Organizing Committee Member, 2nd World Congress on Toxicology: Exploring the tailored strategies and vivid technologies in toxicology, June 24-25, Stockholm, Sweden.
- 2019 Presenter: "How Trump's Domestic & Foreign Policy Threatens to Make America **Weak** Again. Ibrahim Abu-Lughod Institute of International Studies – International Conference – The International System with Trump: To Where? April 16-17, 2019.
- 2018 Organizing Committee Member, Keynote Speaker and Presenter: 17th International Conference on Environmental Toxicology and Ecological Risk Assessment, Chicago, Illinois
- Presenter: Israeli Occupation and The Lasting Environmental and Health Legacy of the occupied Palestinian territories

- Keynote Address: The Disposal of Radioactive Wastes in the Metropolitan St. Louis Area: The asting Environmental and Health Legacy of the Mallinckrodt Chemical Works – What have we learned?
- 2016 Human Rights Implications of Operation Protective Edge: Fifty Days of Death and Destruction in the Gaza Strip. International Studies Association Midwest, St. Louis
- 2016 Human Rights in International Settings: Challenges, Opportunities, and Lessons Learned. International Studies Association – Midwest, St. Louis
- 2015 Teaching International Relations to a Multicultural Audience. International Studies Association Annual Conference, New Orleans, Louisiana
- 2015 Teaching Palestine. International Studies Association Annual Conference, New Orleans, Louisiana
- 2015 Teaching Research Methods to a Multicultural Audience: Lessons from the APSA Workshops in Africa and the Middle East/North Africa. American Political Science Association, 2015 Teaching and Learning Conference. Washington, D.C.
- 2014 The Field of International Relations.” International Studies Association Midwest Conference, St. Louis, Missouri.
- 2014 Ballistic Missiles and Strategic Military Assets: The Case of the Jordan Valley, Network Analysis in IR. International Studies Association Midwest Conference, St. Louis, Missouri.
- 2013 Liberation Hip-Hop: Palestinian Hip-Hop and Peaceful Resistance, International Studies Association-Midwest Conference, St. Louis, Missouri.
- 2013. Human Security in the Occupied Palestinian State, Applied Research Institute-Jerusalem and the Palestinian National Authority, Bethlehem, West Bank, Palestine.
- 2012 Defying the Rules of Conflict Resolution: The Case of the Israeli-OPT Conflict. Modeling the Israeli Conflict Panel. Midwest Political Science Association Annual Conference, Chicago Illinois.
- 2012 The Role of Pop Culture in Nuclear Energy Perceptions. Cultural Explanations of Media Content and Meaning Panel. Southern Political Science Association Annual Conference, New Orleans.
- 2011 Pop Culture and Nuclear Energy Perceptions, Public Opinion: Attitudes, Collective Identity Formations, and Policy Issue panel. International Studies Association Midwest Conference, St. Louis.
- 2011 Developing World Dilemmas: Resource Curses, Rentier States and Economic Cooperation. International Studies Association Midwest Conference, St. Louis.
- 2009 Political Leadership, International Studies Association Midwest Conference, St. Louis.
- 2009 The Bush Foreign Policy and the War in Iraq, International Studies Association Midwest Conference, St. Louis.
- 2009 Change or Continuity? Assessing U.S. Foreign Policy in the First Year of the Obama Administration, International Studies Association Midwest Conference, St. Louis.

2009. Global Competence: The Challenges of Measurement at Southern Illinois University Edwardsville, Southern Political Science Association, New Orleans.
- 2008 Global Competence: The Challenges of Measurement at Southern Illinois University Edwardsville, International Studies Association Midwest Conference, St. Louis.
- 2008 Critique of the IREP Model, Presidential Advisory Board on Radiation and Workers Health, Redondo Beach, California.
- 2007 The Disposal of Radioactive Wastes in the Metropolitan St. Louis Area: The Environmental and Health Legacy of the Mallinckrodt Chemical Works, 4th College of Arts and Science Colloquium, "Thinking About the Environment," SIUE.
- 2006 Are Democracy and Torture Compatible? Illinois Political Science Association Conference, Elmhurst College, Chicago, Illinois.
- 2006 Are you there, God? It's me, George; 3rd Annual College of Arts and Sciences Colloquium: Thinking About Religion, SIUE.
- 2006 ICONS and "Resistant Populations": Assessing the impact of the International Communication and Negotiation Simulations Project on Student Learning at Southern Illinois University Edwardsville, American Political Science Association Conference on Teaching and Learning in Political Science, Washington, D.C.
- 2006 Engaging Resistant Populations in the Study of International Relations, Southern Political Science Association Annual Meeting, New Orleans.
- 2005 Teaching and Learning in International Relations - a venture into international relations pedagogy, Illinois Political Science Association, Elmhurst, Illinois.
- 2005 Bringing the World into the Classroom, International Studies Association Midwest Conference, October 21-22, 2005, St. Louis, Missouri.
- 2005 Civil, Military and Security Relations, International Studies Association Midwest Conference, St. Louis, Missouri.
- 2005 Scientific Underpinnings of the Atomic Bomb, 46th Annual International Studies Association Convention, Honolulu, Hawaii.
- 2005 Simulations and International Relations: Teaching Resistant Populations, American Political Science Association Annual Conference on Teaching and Learning in Political Science, Washington, D.C.
- 2005 They Blinded U.S. With Science: Entrepreneurial Underpinnings of the Atomic Bomb, Southern Political Science Association Annual Meeting, New Orleans, Louisiana.
- 2004 Pedagogical Roundtable - Teaching War and Peace, International Studies Association Midwest Annual Meeting, St. Louis, Missouri.
- 2004 International Environmental Treaties and State Behavior: Factors Influencing Cooperation, International Studies Association Midwest Annual Meeting, St. Louis, Missouri.
- 2004 They Blinded Us With Science: Scientific Underpinnings of US Foreign Policy - The Case of the Atomic Bomb, American Political Science Association Annual Conference, Chicago, IL.

- 2003 Movers, Shakers and Policy Makers: Entrepreneurial Models of Foreign Policy Decision Making, International Studies Association Midwest Annual Meeting, St. Louis, Missouri.
- 2002 Factors Influencing Nation-State Accession to International Environmental Treaties, International Studies Association Midwest Annual Meeting, St. Louis, Missouri.
- 2002 Environmental Implications of the Militarization of Vieques, University of Puerto Rico, San Juan.
- 1994. Biological Diversity in USSR/ Russian Federation: A Country Study, CIESIN's Scholars Series, August 1994

FUNDED RESEARCH GRANTS

- 2014 Project Title: "Explaining Cross National Variations in Challenges to Old Regimes During the Early Stages of the Arab Spring Movements, 2010-2012" American Political Science Association (APSA/MENA Workshop Award: Amman, Jordan May 12-17, 2014 and Beirut, Lebanon August 31 - September 6, 2014 (\$50,000) <http://web.apsanet.org/mena/2014-workshops/>
- 2012. Seed Grants for Transitional and Exploratory Projects (STEP) Achieving Human Security for an Independent Palestinian State. (\$15,784)
- 2011 Palestinian American Research Center, Faculty Development Seminar in Palestine. (\$4,000) <http://parc-us-pal.org/facultyDevSem.htm>
- 2011 SIUE Meridian Award: "Exposed: The Atomic Bomb, Radiation and Worker Health in the Metro-East (documentary). (\$2,000)
- 2008. Mark C. Stevens Researcher Travel Fellowship, Bentley Historical Library, University of Michigan (\$1500)
- 2008 Urban Research Scholar, Institute for Urban Research, SIUE: Dow \ Madison Atomic Weapons Workers (\$3,000)
- 2007-2010 Principal investigator for Congressman John Shimkus and Senator Barack Obama in regard to Dow Madison Special Exposure Cohort. Assist the offices of the Senator and Congressman with collecting data to assist Dow Madison workers receive compensation under The Energy Employees Occupational Illness Compensation Program Act (EEOICPA).
- 2007 Interuniversity Consortium for Political and Social Research (ICPSR) Official Representative Sabbatical Fellowship, University of Michigan. (\$7,000) <https://www.icpsr.umich.edu/icpsrweb/instructors/international.jsp>
- 2007 SIUE Seed Grant for travel to China to collect data on Chinese perception of its role in the international community. Office of Graduate Studies and Research @ Southern Illinois University Edwardsville (\$3000)
- 2006 Mark C. Stevens Researcher Travel Fellowship, Bentley Historical Library, University of Michigan. (\$1000)
- 2006 SIUE Seed Grant to hire student worker to assist with book with Mellen Press: Nuclear Wasteland – the Nuclear Legacy of St. Louis and the Metro-East, Office of Graduate Studies and Research @ Southern Illinois University Edwardsville (\$1000)
- 2005 Summer Research Fellowship, Southern Illinois University Edwardsville for continued research on the Nuclear Legacy of St. Louis. (\$6,000)

- 2003 Institute for Urban Research to conduct a preliminary study of the Nuclear Legacy of St. Louis. (\$6800)
- 2001 SIUE New Scholarship Initiative Recipient (SIUE Fall 2001 for the purpose of undertaking new research on the role of information technology on US Foreign policy. (\$2500)
- 1994 Research Fellow, Consortium for International Earth Science Information Network (CIESIN) Saginaw, Michigan
- 1993 Research Assistant to William Zimmerman, Department of Political Science, University of Michigan: "International Environmental Change: Soviet Union/ Russian Case Study"
- 1993 Research Assistant to Ted Hopf, Department of Political Science, University of Michigan, "Social Construction of Identity in Kazakhstan"

TEACHING EXPERIENCE

- POLS111 Introduction to Political Science (3 credits): Institutional, behavioral, and ideological comparisons of major types of political systems and processes; approaches and systems.
- POLS111FR Introduction to Global Issues (3 credits): This course analyzes the extent and effects of globalization on the international and domestic fronts. The central questions we assess are: What is globalization? What issues are considered global issues? What are the effects of globalization? How do I become a citizen of the world? To address these questions, the course proceeds through these a brief history of the international system and the move toward globalization and analysis of the effects of globalization on specific issues of importance
- POLS 300 Political Analysis (3 credits): Survey of models and quantitative techniques for organizing and analyzing data about politics; emphasis on application; use of appropriate computer programs.
- POLS310 Directed Research and Readings (1-4 credits): Individualized instruction through specialized program designed by instructor and student. Normal assignment 1000 pages per credit hour; requirements determined prior to registration.
- POLS 370 Introduction to International Relations (3 credit hours): Past and contemporary nation- state system; foreign policy behavior and processes, power, national interests, war, international law, organizations, economy, global problems and prospects.
- POLS 410 Legal Internship (3-6 credits): Assignment as paralegal assistant to legal aid attorneys, public defenders, and prosecuting officers under supervision of professional legal officers.
- POLS 411 Internship in Government (3-6 credits): Assignment as paraprofessional in legislative or administrative offices assisting, and under supervision of, regular professional employees.

- POLS430 Review for Teacher Certification (3 credit hours): Review of major concepts and processes necessary for teaching political science at the secondary education level.
- POLS459 The Politics of Occupation (3 credit hours): Military occupation has been a constant feature of international relations and yet receives very little attention from international relations scholars. This course aims to rectify this situation. Topics to be covered are: 1) sovereignty; 2) conceptualization of occupation; 3) contested definitions of occupation; 4) belligerent occupation as a form of government; 5) key trends in the development of military occupations over the last 100 years; 6) discussion of the difficulties encountered by occupiers; and, 7) case studies of occupation.
- POLS459: The UnIslamic State (3 credit hours): It all started in 2004 when the late Abu Musab al-Zarqawi formed an al Qaeda splinter group in Iraq. Within two years, al-Zarqawi's al Qaeda in Iraq was trying to fuel a sectarian war against the majority Shiite community. In June 2006, al- Zarqawi was killed in a U.S. strike. Abu Ayyub al-Masri, his successor, several months later announced the creation of the Islamic State in Iraq (ISI). In April 2013, Islamic State in Iraq absorbed the al Qaeda-backed militant group in Syria, Jabhat al-Nusra, also known as the al- Nusra Front. Its leader Abu Bakr al-Baghdadi said his group will now be known as Islamic State in Iraq and the Levant. ISIL has engaged in public executions, beheadings and other brutal acts as part of their strategy to form an Islamic state, or caliphate, over the entire region, stretching from Turkey through Syria to Egypt and including the Palestinian territories, Jordan and Lebanon. This course will examine the Politics of the Islamic State in Iraq and the Levant.
- POLS 472 International Organizations (3 credit hours): Past and present international organizations, origins, structure, decision making processes, functioning of United Nations and its specialized agencies, problems and prospects.
- POLS473 U.S. Foreign Policy (3 credit hours): Formulation, implementation, content, general policy patterns, international, domestic sources, policy instruments, regional dimensions and implications.
- POLS 479 Special Topics: Understanding Political Terrorism (3 credit hours): The purpose of the course is to examine the phenomenon of terrorism in the global arena. Students will explore theories, definitions, purposes, forms and effects of terrorism around the world to increase their understanding of this political phenomenon.
- POLS 479 Special Topics: International Relations Theory and Zombies (3 credit hours): If the dead rose from the grave and starting to consume the living what would happen to international relations? This course will answer this question - really..... Against the backdrop of scholarly work on zombies, this course will examine the main theories of international relations and how they would be applied to a WAR WITH ZOMBIES. We will focus on the explanatory value of these theories and their validity in explaining policy responses in the face of a zombie threat. We will analyze the following theoretical constructs: realism, liberalism, constructivism, neo- conservatism, and bureaucratic politics.

- POLS 479 Special Topics: International Environmental Policy (3 credit hours): Students will explore the implications of environmental problems across the globe on international policy mechanisms and organizations.
- POLS479 Special Topics: International Relations in Cyberspace (3 credit hours): As a global and vital resource, the Internet has become a dangerous place because of the accessibility of important resources stored on the world-wide-web. This course will examine the security implications of conducting international relations in cyberspace.
- POLS 479 Special Topics: The Apocalyptic Tour – US Nuclear History (3 credit hours) This course examines the history of US nuclear policy beginning with the first atomic sustained reaction to the incorporation of nuclear devices into conventional warfare. The course will also survey the various atomic weapons sites throughout the United States and discuss the role each played in US efforts to maintain nuclear superiority. Finally, implications of this policy on human health and the environment will be examined.
- POLS 479 Special Topics: Political Terrorism and the Transformation of Irish Politics -Travel Study Course in Ireland and Northern Ireland (3 credits) This course focuses on the historic use of Terrorism by both the Catholics and Protestants throughout Ireland as a political tool to achieve political goals and objectives.
- IS 340 The Problem of War and Peace (3 credit hours): The primary objective of this course is to provide students with the concepts, skills and information required for a sophisticated understanding of matters pertaining to the explanation and justification of war. The secondary objective is to model and motivate the habits of thought that promote autonomous critical thinking about political, social, and ethical issues.
- IS 334 Natural Resources: Issues and Conflicts (3 credit hours): In this course, students will consider a variety of natural resource issues at both the local and global scale. Students that successfully complete this course should have (1) basic scientific literacy regarding natural resource issues, (2) an understanding of public policy issues related to the extraction and consumption of natural resources, and (3) the ability to think critically about natural resource issues from both scientific and policy perspectives.

COMPLETED GRADUATE STUDENT THESES

- 2014 Ashley Benedict – (PhD. Political Science –University Missouri – St. Louis) “The Under- representation of Women in Kazakhstan.”
- 2013 Jeffrey Cox (M.S. Historical Studies - SIUE) “Venezuela and Public Opinion.”
- 2012 Jewel Potoae (M.S. Environmental Sciences - SIUE) “Water Quality in American Samoa.” Chair of Committee
- 2008 Rupak Thapaliya (M.S. Environmental Sciences - SIUE) “Environmental Scarcity and Social Implications: The Case of Nepal.” Chair of Committee
- 2007 Ben Eveloff (M.S. Mass Communication- SIUE) “Common Sense: A Concept and Its Relationship to Mass Media.”

CURRICULUM DEVELOPMENT AT THE GRADUATE LEVEL

- 2013 Author/Developer, Master of Art in Government and Local Government Studies. Birzeit University, Ramallah, Palestine.

CURRICULUM DEVELOPMENT: GRANTS AWARDED

- 2009 IDEA HS Alliance (\$4,000) for development of "Terrorism and Counterterrorism" course for the Alliance.
- 2008 Southern Illinois University Edwardsville Assessment Scholar: \$3,500 from the Office of Undergraduate Assessment & Program Review to assess global competency at SIUE
- 2007 SIUE Excellence in Undergraduate Education Grant, Co-Investigator and Grant Writer: \$10,901.00 for Peace Studies Program – "Growing and Interdisciplinary Minor, Southern Illinois University Edwardsville"
- 2007 SIUE Faculty Development Funds: \$4395: Perception and Power: China's March to Global Hegemony.
- 2007 Inter-University Consortium for Political and Social Research (ICPSR): \$7,500 Official Representative Sabbatical Fellowship for the development of the International Data Resource Center website
- 2006 SIUE Online Initiative Grant (Spring 2006): \$5000 for the online development of POLS479 Understanding Political Terrorism, College of Arts and Sciences @ Southern Illinois University Edwardsville.
- 2002 Excellence in Undergraduate Education Grant, Principal Grant Writer and Principle Investigator (SIUE Summer 2002): \$7500 for the purpose of constructing a Virtual Data Web Site aimed at the enhancement of undergraduate research and education in methodology.

PROFESSIONAL TRAINING

- 2014 The World Bank, Turn Down the Heat: Why A 4°C World Must Be Avoided, Certificate of Completion.

FUNDED TEACHING GRANTS

- 2013 United States Institute of Peace (USIP) and the Institute of International Education (IIE), USIP Public Education for Peacebuilding Support I initiative. Co-awardees: Cheryl Brunsmann and Ron Schaefer. (\$2,000)
- 2013 SIUE Meridian Award: "Building an International Speakers Series," in collaboration with Ron Schaeffer and Cheryl Brunsmann. Awarded (\$5,000)

PROFESSIONAL AWARDS

- 2018 Recipient of the Albert Nelson Marquis Lifetime Achievement Award, Marquis Who's
- 2017 Who's Who of Professional Women
- 2017 Who's Who of Top Educators
- 2013 Black Heritage Month Salute to the Stars Award, SIUE
- 2011 Dr. Martin Luther King, Jr. Humanitarian Award recipient, SIUE
- 2011 Nominated for the SIUE Alumni Association 2011 Great Teacher Award
2010. Who's Who of American Women
- 2010-2017 Honorary Member of the National Residence Hall
- 2010-2017 Phi Kappa Phi
- 2010 National Society of Collegiate Scholars, Inducted as Distinguished

Scholar

- 2009 Southern Illinois University Edwardsville Teaching Recognition Award
- 2008 "Who's Who of American Women"
- 2008 "Continental Who's Who
- 2008 "Cambridge Who's Who
- 2008 "Who's Who in America"
- 2007 SIUE – "Students First Award for Building a Just Community"
- 2007 Recipient of Faculty Award for Sesame Street Tackles the Science Environment: A Performance, 4th Annual College of Arts and Colloquium: Thinking About the Environment. SIUE
- 2007 "Who's Who in the World"
- 2007 "Who's Who in America"
- 2006 "Who's Who Among America's Teachers"
- 2006 "Who's Who in America"
- 2006 "Who's Who of American Women"
- 2006 "Who's Who in the World"
- 2005 "Who's Who in America"
- 2004 Southern Illinois University Student Organization Advisor of the Year
- 2002 Illinois Board of Higher Education's Student Advisory Committee's Faculty Member of the Year
- 2000 Department of Political Science Dissertation Write Up Award, University of Michigan
- 1999 Department of Political Science Dissertation Fellowship, University of Michigan
- 1998 Outstanding Graduate Student Instructor Award, University of Michigan
- 1992 University of Michigan One Year Fellowship, University of Michigan
- 1992 "Who's Who Among Students in American Universities and Colleges"
- 1992 Pi Sigma Alpha, Rho Tau Chapter
- 1992 The President and Provost Award for Excellent Scholarly Achievement, SUNY Buffalo
- 1990-1992 Outstanding Performance in Political Science, SUNY Buffalo
- 1990-1992 University Honors Scholar, SUNY Buffalo
- 1990-1992 Dean's List, SUNY Buffalo
- 1990 Certificate of Achievement for Academic Excellence, Monroe Community College
- 1990 "Who's Who Among Students in American Junior Colleges"
- 1990 Medallion for Academic Achievement, Monroe Community College
- 1989 Phi Theta Kappa Honors Society, Alpha Iota Chapter
- 1988-1990 Dean's List, Monroe Community College

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

American Political Science Association
Association for Women's Rights in
Development
Bread for the World
Conservation Action Network of the World Wildlife
Federation Foreign Policy Association

International Studies Association
National Association for Conflict
Resolution National Association of
Professional Women Nuclear Age
Peace Foundation
Palestinian American Research Center
Peace and Collaborative Development
Network Phi Kappa Phi Honor Society
Southern Political Science Association
Women In International Security
World Pulse Network, Global Issues through the Eyes of Women

REFERENCES:

Available upon request

View History Report

Audit Trail

Show detailed result

Application Submitted by Brian Diaz <b.diaz@kw.com>

Are you a City of DeLand resident?	Yes
How long have you lived in the DeLand area?	I have owned a home in DeLand since 2015. However, I grew up in neighboring Orange City and have lived in the area since 1985.
Do you own property in DeLand?	Yes
Do you work within the City limits?	Yes
Have you ever served on a City Board?	No
Are you currently serving on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
Please indicate if you have working knowledge or expertise in any of the following areas:	Industry/Business
Please describe your community involvement:	As a real estate agent and small business owner, I have gained a strong understanding of property values, market trends, and community development. My role frequently involves assessing homes and land to determine their highest and best use and working closely with stakeholders to create outcomes that benefit everyone involved.
Please describe your interest/activities:	I enjoy riding my bike for exercise, practicing Muay Thai, and catching Orlando City soccer games or Orlando Magic basketball when possible. Most of my time is spent with my two young boys, who keep my wife and me pretty busy. I am passionate about responsible, sustainable redevelopment. I'm particularly interested in how thoughtful design and architecture can enhance both functionality and beauty. As someone who has a strong connection to the city of DeLand, I take pride in supporting initiatives that foster economic growth while preserving the character and health of our community. My combined expertise in real estate and business and my commitment to serving DeLand positions me to contribute meaningfully to the Brownfield Advisory Committee and help guide projects that will benefit our city's future.
Why do you desire to serve on this Board or Committee?	
First name:	Brian
Last name:	Diaz
Email address:	b.diaz@kw.com
Primary phone number:	(386) 837-2386
Address:	243 Jackson Lp, DeLand, FL 32724, USA

Employment History

Employer: Keller Williams Advantage Realty
Position: Realtor
Employment date: 09/18/2018

Education

Degree(s): Master of Science in Leadership
School or college: Embry-Riddle Aeronautical University
Graduation date: 12/2015
Degree(s): Bachelor of Science
School or college: University of Central Florida
Graduation date: 08/2011

Completed Stages:

Application:  12/03/2024 03:12:53 PM - Brian Diaz <b.diaz@kw.com>

[0 Comments](#) [0 Emails](#)

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-c95c0c3e88ed4741acff35d819af85b0.prod@simpligov.com . All emails sent into the workflow will display in the list below.

Application



DELAND
FLORIDA

Bownfield Advisory Committee - Application

CRITERIA:

Each Brownfield Advisory Committee shall consist of an odd number of members numbering no less than three and no more than seven, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an ex officio member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

DUTIES:

The Brownfield Advisory Committee shall:

- (1). Be responsible for making recommendations to the City Commission regarding brownfields within the City.
- (2). Receive public comment on the rehabilitation and redevelopment of brownfields areas, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials.
- (3). Review and recommend ways to encourage public interest and participation in the brownfields initiatives of the City.
- (4). Invite persons to its meetings in an effort to provide local knowledge concerning the location of potentially contaminated sites and the possibility of redevelopment.
- (5). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord.
- (6). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

Are you a City of DeLand resident? *

Yes

Do you own property in DeLand? *

Yes

Do you work within the City limits? *

No

Have you ever served on a City Board? *

No

Are you currently serving on a City Board? *

No

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

No

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

Please describe your community involvement: *

I have been employed as a teacher in Boston 30 years.

Please describe your interest/activities: * Tutor in Deltona, and Paraprofessional in Gardening, Reading, Community Orange City. I have been a Guardian Ad

Why do you desire to serve on this Board or Committee? * Litum for about 5 years in Deland.

There is a brownfield near my condo. I want to make sure the I volunteered at Blue Lake E.S.

Personal Information process is done competently.



DELAND
FLORIDA

Bownfield Advisory Committee - Personal Information

First name: *

Catherine

Middle name:

Clarke

Last name: *

Samuels

Email address: *

walk144@gmail.com

Primary phone number: *

207-583-5417

Secondary phone number:

Address: *

630 S Hill Ave.
Deland, FL 32724

Apartment number:

Employment History

Employer: *

Blue Springs Middle School

Boston Public Schools
Elementary Teacher

Position: * ParaProfessional

9-1987 - 6-2013

Employment date: * 8-2023 - 6-2024

09/17/2024

Education

Degree(s): * Bachelors - U Mass Boston

Emmanuel - Boston

School or college: *

Graduation date: * 1994

09/2024

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

Application



DELAND
F L O R I D A — ...

Bownfield Advisory Committee - Application

CRITERIA:

Each Brownfield Advisory Committee shall consist of an odd number of members numbering no less than three and no more than seven, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an ex officio member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

DUTIES:

The Brownfield Advisory Committee shall:

- (1). Be responsible for making recommendations to the City Commission regarding brownfields within the City.
- (2). Receive public comment on the rehabilitation and redevelopment of brownfields areas, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials.
- (3). Review and recommend ways to encourage public interest and participation in the brownfields initiatives of the City.
- (4). Invite persons to its meetings in an effort to provide local knowledge concerning the location of potentially contaminated sites and the possibility of redevelopment.
- (5). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord.
- (6). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

Are you a City of DeLand resident?

Yes

How long have you lived in the DeLand area?

22 years

Do you own property in DeLand?

No

Do you work within the City limits?

Yes

Have you ever served on a City Board?

No

Are you currently serving on a City Board?

No

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

No

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

Industry/Business , Environmental science

Please describe your community involvement:

Presently, I serve as the 1st Vice President of the Garden Club of DeLand which is responsible for maintaining the downtown deland planters and from 2019-2022 I volunteered at the Spring Hill Community Garden

Please describe your interest/activities:

My interests professionally are ecological, sound choices for land use, improving the lives of residents so they can enjoy DeLand to the fullest.

Why do you desire to serve on this Board or Committee?

I desire to service on this committee to continue to improve deland. I have made strides in my professional career of teaching residents the benefits of a proper landscaping and I feel the Brownfields Action Committee with its focus on the rehabilitation and redevelopment of brownfields areas, future of land uses, local employment, and community safety and economic justice is the next right step for to better serve my community.

Personal Information



DeLAND
FLORIDA — ...

Bownfield Advisory Committee - Personal Information

First name:

Lance

Last name:

Harding

Email address:

ecnal386@gmail.com

Primary phone number:

(386) 279-3667

Address:

513 W Minnesota Ave, DeLand, FL 32720, USA

Employment History

Employer: *

Self

Position: *

Owner

Employment date: *

01/01/2020

Education

Degree(s): *

High school diploma

School or college: *
DeLand High School

Graduation date: *
05/2008

City Clerk



DELAND
FLORIDA — ...

City Clerk

Vetting result: *

Public - Message to applicant:

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Request to Continue the Second Reading of Ordinance No. 2024-41, Annexing ±0.99 Acre of Property Located on the South Side of Cassadaga Road, West of Interstate 4. (DeLand Tech Park).

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: Continuation Memo, ORD-2024-41, Exhibit A-Legal Description, Exhibit B-Zoning Map, AN24-111 Staff Report, Business Impact Estimate - Tech Park Annex, AN24-111 Aerial Map, AN24-111 Property Record Card 8106-00-00-0072

APPROVED BY: Michael Pleus, City Manager, December 30, 2024

SUMMARY/HIGHLIGHT:

The subject property is 0.987 acres in size, located in unincorporated Volusia County and is currently zoned VC: R-4 (Volusia County Urban Single Family), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by Longleaf Four, LLC, and the property is currently vacant. The applicant intends on combining the subject property's 0.987 acres with the existing 140.07 acres of property within the Tech Park Planned Development to the south.

On July 17, 2024, the Planning Board unanimously voted to recommend approval of the annexation request. On August 19, 2024, the City Commission unanimously voted to approve the annexation request on first reading.

On October 21, 2024, the City Commission voted to continue the item to the November 4, 2024, meeting, per the applicant's request.

On November 4, 2024, the City Commission voted to continue the item to the December 16, 2024, meeting, per the applicant's request.

On December 16, 2024, the City Commission voted to continue the item to the meeting on January 6, 2024, per the applicant's request.

This is a request for a continuance to the January 21, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Smart Growth Principles

SUSTAINABILITY:

Strategic Plan Focus Area: Preparing for Future Sustainability - Annexing the property into the city's jurisdiction will subject it to the city's adopted policies and allow implementation of the city's Sustainability Action Plan.

FISCAL IMPACT:

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

RECOMMENDATION:

Requested to continue to the January 21, 2025, City Commission meeting.

BACKGROUND/DISCUSSION:

The DeLand Tech Park PD was originally approved on October 3, 2022. The applicant has applied for a land use amendment and first amendment to the DeLand Tech Park PD that will include the subject property.



Planning Department

Memorandum

TO: City Commission

DATE: January 6, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue Second Reading of Ordinance No. 2024-41, Annexing ±0.99 Acre of Property Located on the South Side of Cassadaga Road, West of Interstate 4. (DeLand Tech Park).

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the January 6, 2025, City Commission meeting to the January 21, 2025, City Commission meeting.

ORDINANCE NO. 2024 – 41

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 0.99 ACRES OF PROPERTY LOCATED ON THE SOUTHSIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4 (DELAND TECH PARK); AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Mark Watts, Esquire, on behalf of the owner Longleaf Four, LLC, submitted a petition for annexation of approximately +/- 0.99 acres of land located on the southside of Cassadaga Road, west of Interstate 4 (DeLand Tech Park); and

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

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

Section 1. The following described parcel of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mark Watts, Esquire, on behalf of the owner, Longleaf Four, LLC, totaling approximately +/- 0.99 acres, located on the southside of Cassadaga Road, west of Interstate 4 (DeLand Tech Park) is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

Parcel Identification No. 810600000072

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

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 p.m., on January 6, 2025, after notice published in accordance with Florida Statutes Section 171.044.

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

PASSED AND DULY ADOPTED this 6th day of January, 2025.

Christopher M. Cloudman
Mayor-Commissioner

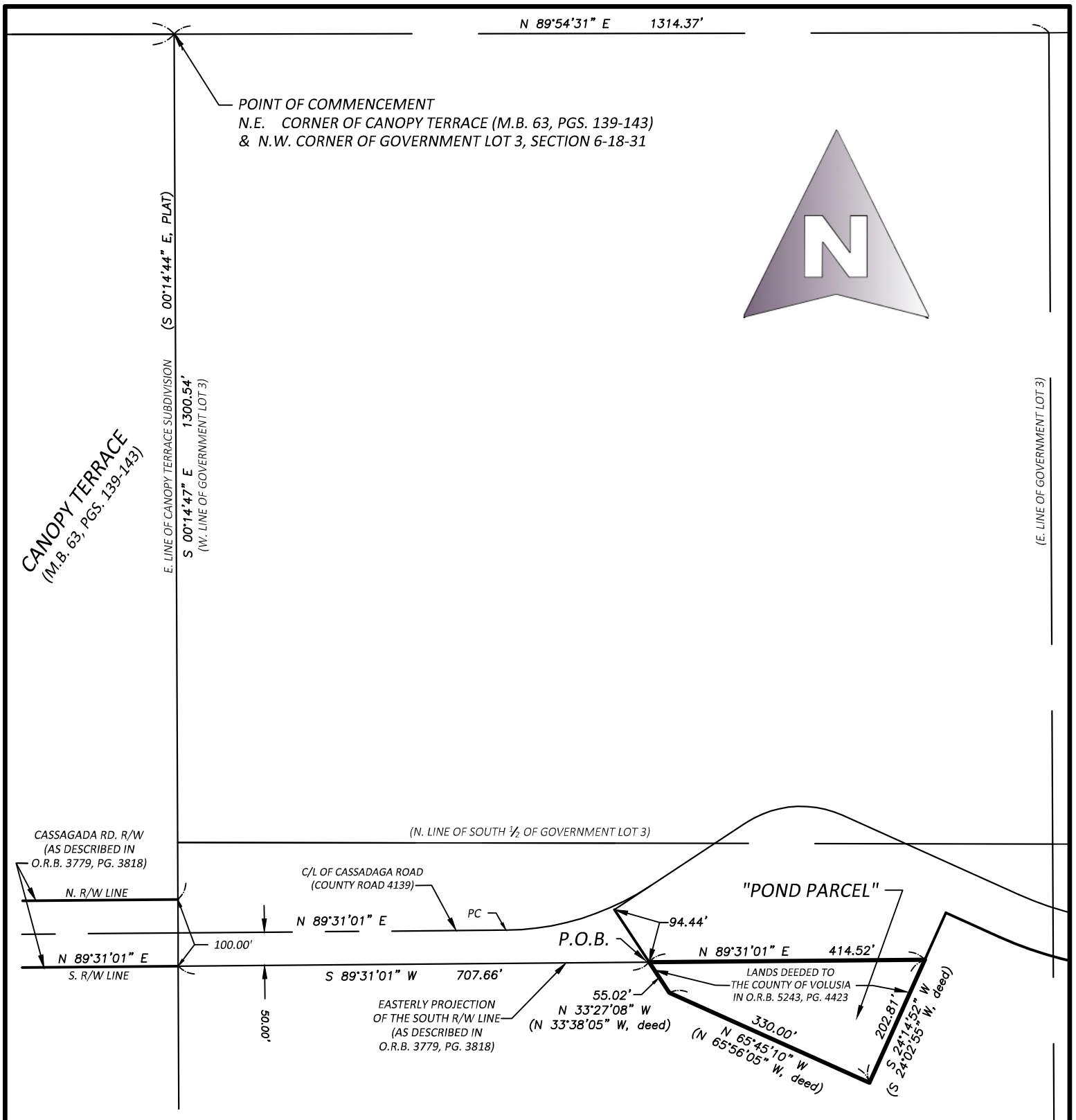
ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 19, 2024
Adopted on second reading: January 6, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



REVISED:

LEGEND & ABBREVIATIONS (UNLESS OTHERWISE NOTED)

C/L = CENTERLINE
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
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**CASSADAGA ROAD (C.R. 4139)
PARCEL TRANSFER (PORTION OF POND PARCEL) TO
LONGLEAF FOUR, LLC.**

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 6, TWP. 18 SOUTH, RNG. 31 EAST, VOLUSIA COUNTY, FLORIDA



COUNTY OF VOLUSIA
PUBLIC WORKS DEPARTMENT
CONSTRUCTION ENGINEERING
SURVEY DIVISION
123 W. INDIANA AVE. DELAND, FL 32720
PHONE 1-386-736-5967 FAX 1-386-822-5736

NAME	DATE	PLOT DATE:	DRAWING #
CADD	MM	1/24	1/16/24
SURVEY DATE	N/A	N/A	SCALE:
CHECKED	EAB	1/24	1" = 200'
PROJECT #	LEGAL	FIELD BOOK	SHEET #
		N/A	1 OF 2

LEGAL DESCRIPTION (POND PARCEL TO LONGLEAF FOUR, LLC):

A PORTION OF THE SOUTH ½ OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE CANOPY TERRACE SUBDIVISION AS RECORDED IN MAP BOOK 63, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 3; THENCE RUN S 00°14'47" E (S 00°14'44" E, PLAT), ALONG THE EAST LINE OF SAID CANOPY TERRACE SUBDIVISION AND THE WEST LINE OF SAID GOVERNMENT LOT), A DISTANCE OF 1300.54 FEET (1300.63', PLAT) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 3818 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE, S 00°14'47" E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET TO ITS INTERSECTION SOUTH RIGHT-OF-WAY LINE OF SAID CASSADAGA ROAD; THENCE, DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 3, RUN N 89°31'01" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3779, PAGE 3818, A DISTANCE OF 707.66 FEET TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF THOSE LANDS DEEDED TO THE COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE CONTINUE N 89°31'01" E, A DISTANCE OF 414.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE AFORESAID LANDS DEEDED TO COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423; THENCE, DEPARTING THE SAID EASTERLY EXTENSION, RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 THE FOLLOWING THREE (3) COURSES, S 24°14'52" W (S 24°02'55" W, DEED), A DISTANCE OF 202.81 FEET; THENCE N 65°45'10" W (N 65°56'05" W, DEED), A DISTANCE OF 330.00 FEET; THENCE N 33°27'08" W, (N 33°38'05" W, DEED), A DISTANCE OF 55.02 FEET TO ITS INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 43,031 SQUARE FEET MORE OR LESS.

SKETCH OF DESCRIPTION NOTES:

1. SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AS BEING S 00°14'47" E (ASSUMED).
3. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. THE BOUNDARY INFORMATION SHOWN HEREON WAS ESTABLISHED USING THE INFORMATION FROM THE FOLLOWING.
 - A. O.R.B. 5243, PG. 4423 (REFERENCE TO O.R.B. 130, PG. 435) (VOLUSIA COUNTY PARCEL)
 - B. O.R.B. 3192, PG. 1149. (OWNERSHIP DEED), O.R.B. 7959, PG. 3833. (OWNERSHIP DEED), O.R.B. 8493, PG. 1088 . (OWNERSHIP DEED), AND O.R.B. 3779, PG. 3818 (R/W DEED)
 - C. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 79110 (F.P. NO. 408463 1).
 - D. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 7716-4018 .
 - E. VOLUSIA COUNTY R/W MAP FOR THE PROPOSED "I-4 FRONTAGE ROAD" (COUNTY PROJECT #4738).

REVISED:

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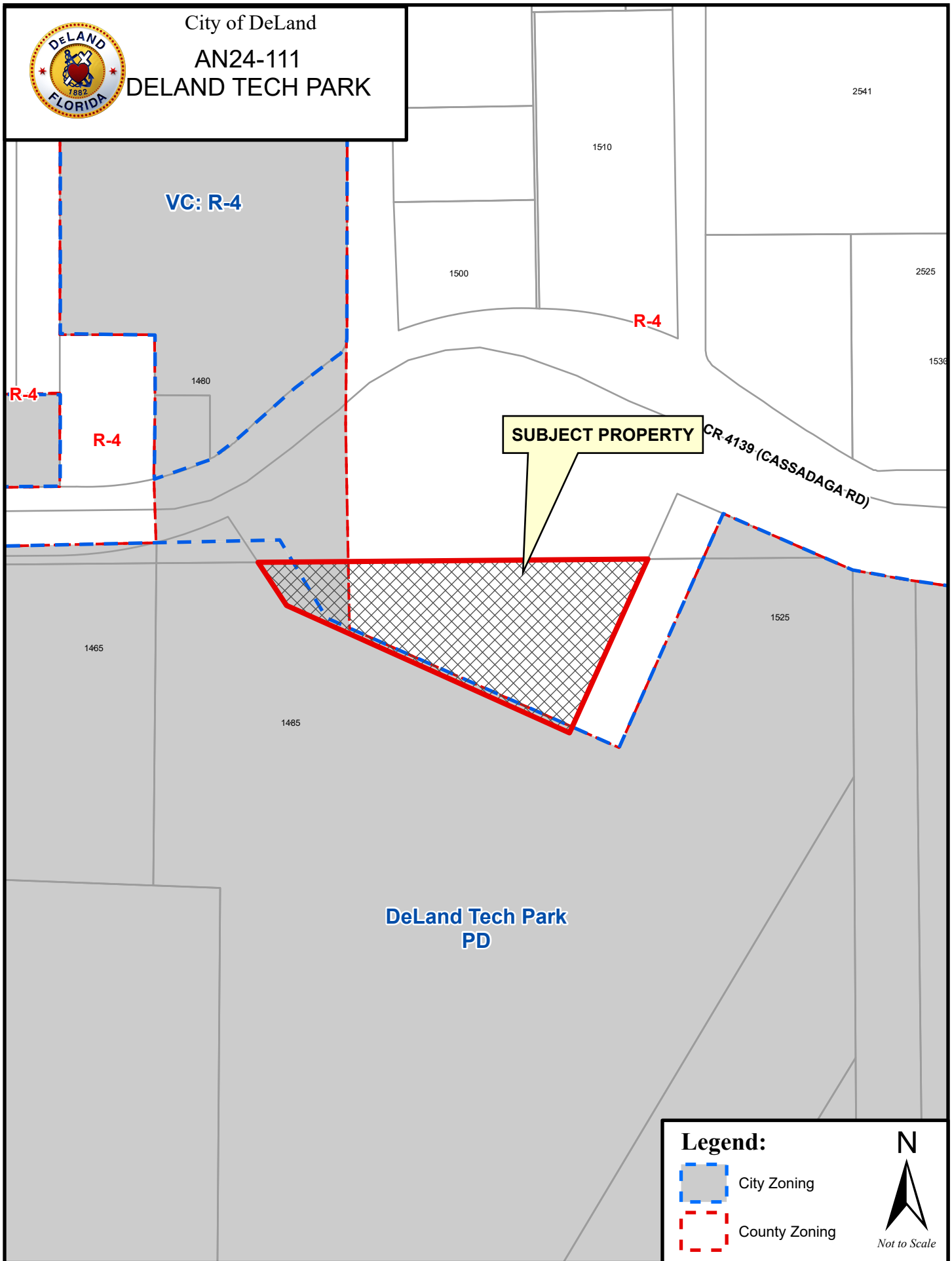
**CASSADAGA ROAD (C.R. 4139)
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	NAME	DATE	PLOT DATE:	DRAWING #
CADD	MM	1/24	1/16/24	2542
SURVEY DATE	N/A	N/A	SCALE:	
CHECKED	EAB	1/24	N/A	
PROJECT #			FIELD BOOK	SHEET #
LEGAL			N/A	2 OF 2



**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

July 17, 2024

Continued from June 12, 2024

APPLICATION: AN24-111

1. **Requested Action:** Annexation of 0.987 acres of property into the City limits of DeLand
2. **Location:** Cassadaga Rd., west of I-4
3. **Petitioner:** Mark Watts, CobbCole
4. **Owner:** Longleaf Four, LLC
5. **Size of parcel(s):** ± 0.987 acres
6. **Parcel ID:** 810600000072
7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Low Intensity (ULI)

Existing Zoning: Volusia County: R-4

Existing Use: Wooded/Undeveloped

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

	LAND USE	ZONING
North:	VC: URBAN LOW INTENSITY	VC: R-4
South:	COMMERCE	TECH PARK PD
East:	COMMERCE	TECH PARK PD
West:	COMMERCE	TECH PARK PD

9. **Physical Characteristics:** The subject property is ± 0.987 acres in size and is wooded and undeveloped. It does not appear to contain any wetlands and does not lie within the 100-year flood zone.

The subject property is located in unincorporated Volusia County and is currently zoned VC: R-4 (Volusia County Urban Single Family), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by Longleaf Four, LLC, and the property is currently vacant. The applicant intends on combining the subject property's 0.987 acres with the with existing 143.24 acres of property within the Tech Park Planned Development to the south. This application is accompanied by a request for a future land use amendment (SMLU24-112) and a request for a rezone (Z24-081). If the requests are approved, any future site improvements will require review and approval of a separate development application.

10. Public Services & Utilities: The City's Utilities Department determined the closest City water main is an 8" main on Cassadaga Rd. and the closest city sewer main is also located on Cassadaga Rd., with a 6" force main.

11. Growth Management Plan Consistency:

North of the property is mostly rural, with residential homes and located in unincorporated Volusia County. To the south, east and west will be commercial and industrial uses as part of the DeLand Tech Park Planned Development.

12. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property does not create an enclave, is contiguous to the City of DeLand, is reasonably compact and is not circuitous. The parcel is contiguous to the city to the south, by $\pm$ 587 ft.

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

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

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2024- 41

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 0.99 ACRES OF PROPERTY LOCATED ON THE SOUTHSIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4 (DELAND TECH PARK); AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance annexes a parcel of land totaling approximately +/- 0.99 acres of property located on the southside of Cassadaga Road, west of Interstate 4. Into the City of DeLand.

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.

(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:

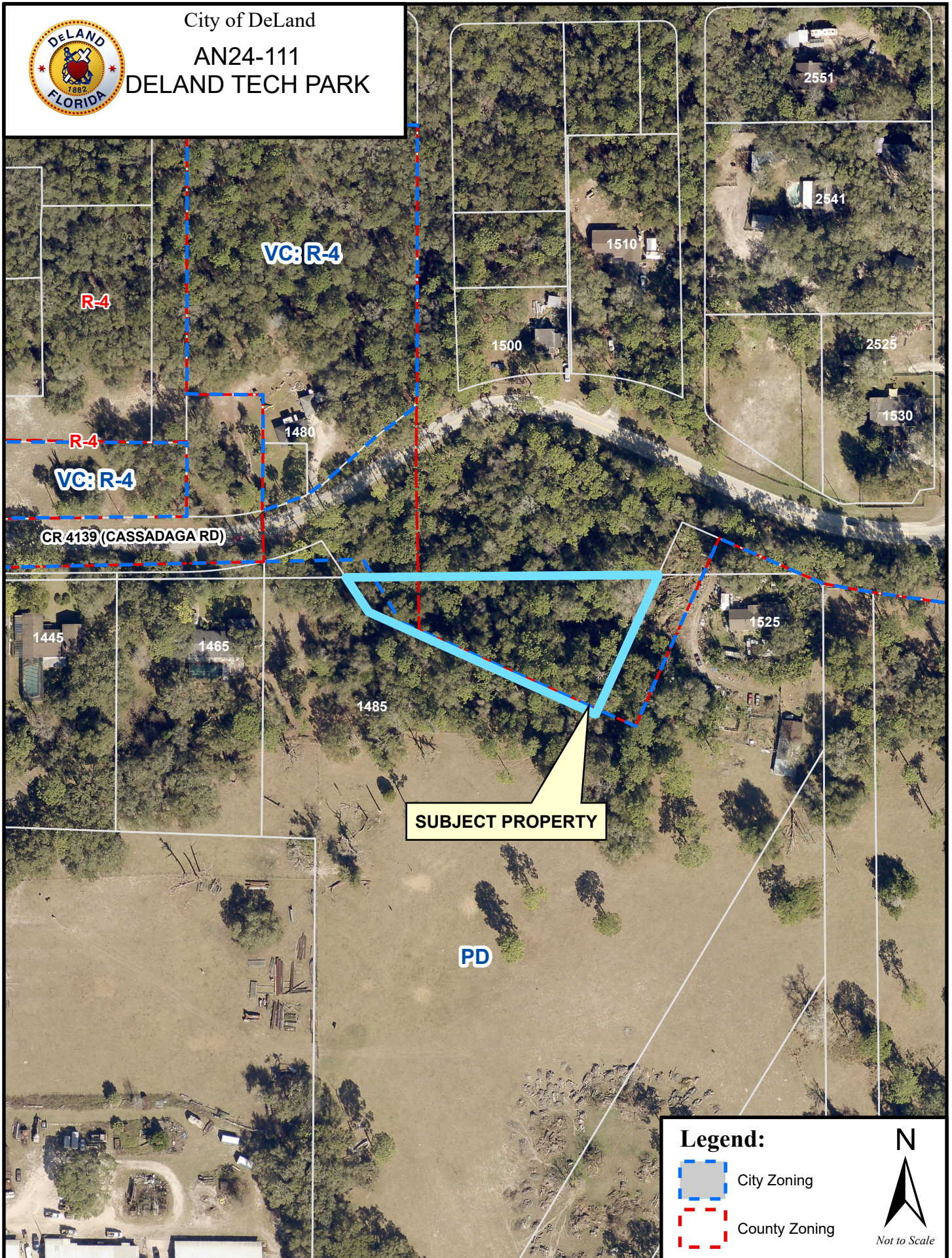
The estimated number of businesses that may be impacted by the proposed ordinance is unknown.

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

N/A



City of DeLand
AN24-111
DELAND TECH PARK





Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 8025456
LONGLEAF FOUR LLC

Parcel ID: 810600000072
CASSADAGA RD, DELAND, FL

Parcel Summary

Alternate Key:	8025456
Parcel ID:	810600000072
Township-Range-Section:	18 - 31 - 06
Subdivision-Block-Lot:	00 - 00 - 0072
Owner(s):	LONGLEAF FOUR LLC - FS - Fee Simple - 100%
Mailing Address On File:	320 N MERIDIAN ST STE 700 INDIANAPOLIS IN 46204 1744
Physical Address:	CASSADAGA RD, DELAND 32724
Property Use:	0000 - VACANT RES
Tax District:	012-DELAND
2023 Final Millage Rate:	18.7526
Neighborhood:	5045
Subdivision Name:	
Homestead Property:	No

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Request to Continue the Second Reading of Ordinance No. 2024-42, Changing the Land Use for Approximately 0.99 Acre of Property, Located on the South Side of Cassadaga Road, West of Interstate 4 (DeLand Tech Park).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, ORD-2024-42, Exhibit A-Legal Description, SMLU24-112 Staff Report , SMLU24-112 Aerial Map, SMLU24-112 Zoning Map, SMLU24-112 Current Land Use Map, SMLU24-112 Proposed Land Use Map, SMLU24-112 Applicant Statement, SMLU24-112 VGMC Consistency Certification Letter

APPROVED BY: Michael Pleus, City Manager, December 30, 2024

SUMMARY/HIGHLIGHT:

Request to amend the future land use designation for a parcel located on the south side of Cassadaga Rd., west of Interstate-4. The request is to change the future land use designation from Volusia County Urban Low Intensity (VC: ULI) to City of DeLand Commerce (COM). The parcel is wooded and undeveloped. The applicant intends on combining the 0.99 acres with the existing development known as the Tech Park Planned Development. Concurrent applications to annex and rezone the property (AN24-111) (Z24-081) were also submitted.

On July 17, 2024, the Planning Board unanimously voted to recommend approval of the requested land use amendment.

On August 19, 2024, the City Commission unanimously voted to approve the future land use amendment request on first reading.

On October 21, 2024, the City Commission voted to continue the item to the November 4, 2024, meeting, per the applicant's request.

On November 4, 2024, the City Commission voted to continue the item to the December 16, 2024, meeting, per the applicant's request.

On December 16, 2024, the City Commission voted to continue the item to the meeting on January 6, 2024, per the applicant's request.

This is a request to continue the item to the January 21, 2025, City Commission meeting.

In a letter dated September 20, 2024, the Volusia Growth Management Commission (VGMC) issued a Certificate of Consistency regarding the proposed land use change.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

The Strategic Plan Focus Area: Preparing for the Future/Sustainability recognizes that, "...the city itself is dynamic and that extensive changes will occur in the near and long term future", and that "...it is important that

there be a strategic focus on the future". Amending the future land use designation of the subject property is a necessary step for a newly-annexed property. By changing the land use from Volusia County's ULI to the City of DeLand's COM supports the Southwest Activity Center, as the intent of the Commerce (COM) future land use designation is to develop the Southwest Activity Center in a manner that contributes to the creation of quality light industrial and commercial space for southwest Volusia County and the City of DeLand.

FISCAL IMPACT:

Inclusion of the subject property in the city's tax rolls will increase funds towards city services.

RECOMMENDATION:

Requested to continue to the January 21, 2025, City Commission meeting.

BACKGROUND/DISCUSSION:

The subject property is adjacent to the Southwest Activity Center (SWAC) and shall comply with the policies identified within the Local Plan as Commerce (COM). The SWAC has trip allowances based on the uses and the district (Commerce/West Central/Community). According to the Local Plan, the maximum average daily trips in the Commerce district is 13,700; the West Central district allows for average daily trips of up to 19,600; and for the Community district, the maximum allowable average daily trips per day is 4,700 trips. This trip allowance was incorporated in the PD agreement that was approved by City Commission on October 3, 2022. With the incorporation of the 0.987-acre parcel, those trips are not being exceeded with the approval of the land use amendment.



Planning Department

Memorandum

TO: City Commission

DATE: January 6, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue Second Reading of Ordinance No. 2024-42, Changing the Land Use for Approximately 0.987 Acre of Property, Located on the South Side of Cassadaga Road, West of Interstate 4, from Volusia County Urban Low Intensity to City of DeLand Commerce. (DeLand Tech Park).

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the January 6, 2025, City Commission meeting to the January 21, 2025, City Commission meeting.

ORDINANCE NO. 2024 - 42

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED ON THE SOUTH SIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4; FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S COMMERCE FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

1. The proposed amendment involves the change to the land use designation of a parcel of property that is 50 acres or less; and
2. The cumulative effect of the above amendment does not exceed 120 acres annually; and

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

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately +/- 0.99 acre of land located on the south side of Cassadaga Road, west of Interstate 4; from Volusia County's Urban Low Intensity future land use designation to City of DeLand's Commerce future land use designation; and

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

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11); and

WHEREAS, this land use amendment has been transmitted to and reviewed by the Volusia Growth Management Commission.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located on the south side of Cassadaga Road, west of Interstate 4; consisting of approximately +/- 0.99 acre of land from Volusia County's Urban Low Intensity Future Land Use designation to City of

DeLand's Commerce Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND DULY ADOPTED this 6th day of January, 2025.

Christopher M. Cloudman
Mayor - Commissioner

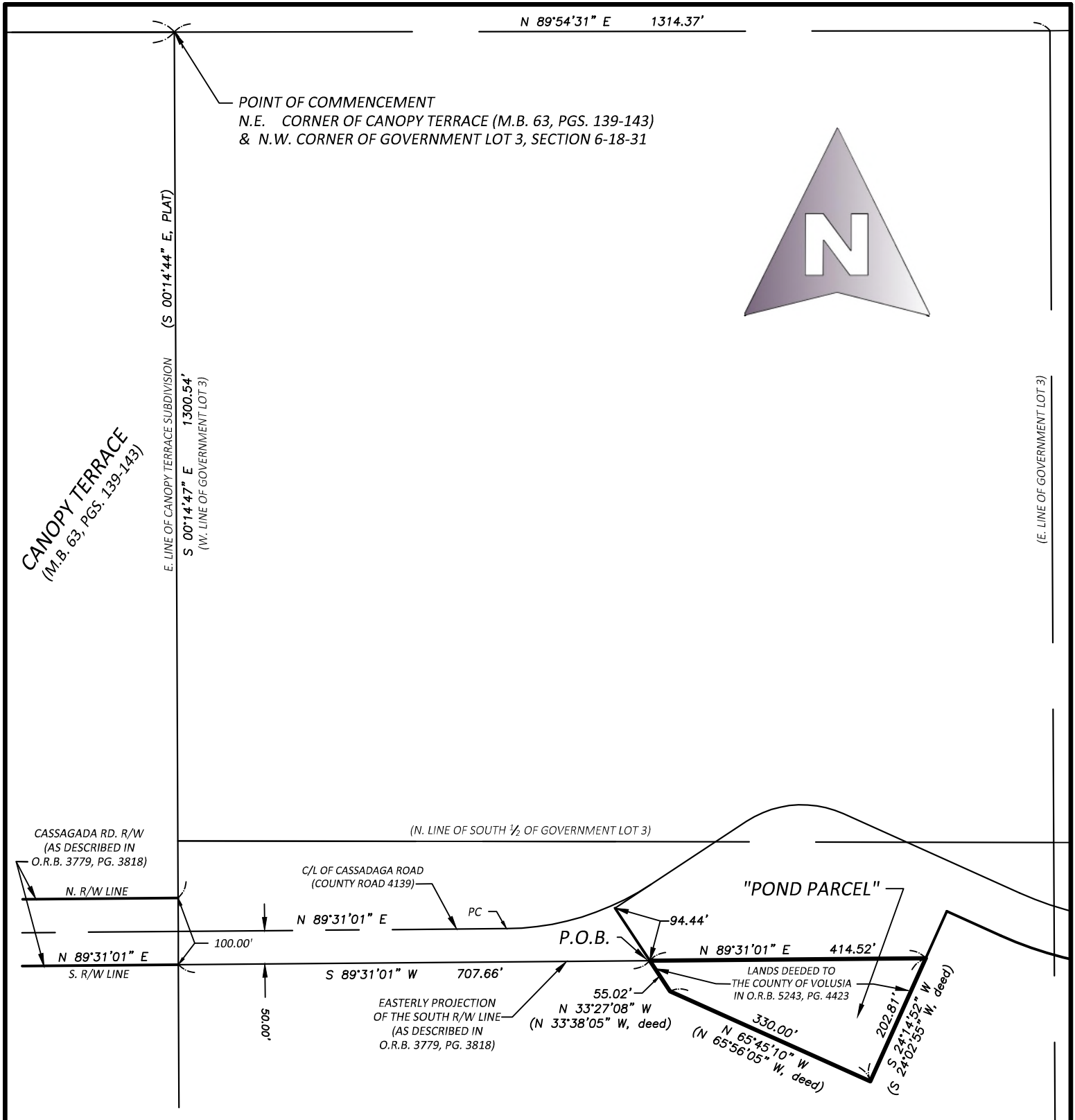
ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 19, 2024
Adopted on second reading: January 6, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



REVISED:

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**CASSADAGA ROAD (C.R. 4139)
PARCEL TRANSFER (PORTION OF POND PARCEL) TO
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SECTION 6, TWP. 18 SOUTH, RNG. 31 EAST, VOLUSIA COUNTY, FLORIDA



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NAME	DATE	PLOT DATE:	DRAWING #
CADD	MM 1/24	1/16/24	2542
SURVEY DATE	N/A	N/A	
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LEGAL	N/A		1 OF 2

LEGAL DESCRIPTION (POND PARCEL TO LONGLEAF FOUR, LLC):

A PORTION OF THE SOUTH ½ OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE CANOPY TERRACE SUBDIVISION AS RECORDED IN MAP BOOK 63, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 3; THENCE RUN S 00°14'47" E (S 00°14'44" E, PLAT), ALONG THE EAST LINE OF SAID CANOPY TERRACE SUBDIVISION AND THE WEST LINE OF SAID GOVERNMENT LOT), A DISTANCE OF 1300.54 FEET (1300.63', PLAT) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 3818 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE, S 00°14'47" E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET TO ITS INTERSECTION SOUTH RIGHT-OF-WAY LINE OF SAID CASSADAGA ROAD; THENCE, DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 3, RUN N 89°31'01" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3779, PAGE 3818, A DISTANCE OF 707.66 FEET TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF THOSE LANDS DEEDED TO THE COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE CONTINUE N 89°31'01" E, A DISTANCE OF 414.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE AFORESAID LANDS DEEDED TO COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423; THENCE, DEPARTING THE SAID EASTERLY EXTENSION, RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 THE FOLLOWING THREE (3) COURSES, S 24°14'52" W (S 24°02'55" W, DEED), A DISTANCE OF 202.81 FEET; THENCE N 65°45'10" W (N 65°56'05" W, DEED), A DISTANCE OF 330.00 FEET; THENCE N 33°27'08" W, (N 33°38'05" W, DEED), A DISTANCE OF 55.02 FEET TO ITS INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 43,031 SQUARE FEET MORE OR LESS.

SKETCH OF DESCRIPTION NOTES:

1. SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AS BEING S 00°14'47" E (ASSUMED).
3. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. THE BOUNDARY INFORMATION SHOWN HEREON WAS ESTABLISHED USING THE INFORMATION FROM THE FOLLOWING.
 - A. O.R.B. 5243, PG. 4423 (REFERENCE TO O.R.B. 130, PG. 435) (VOLUSIA COUNTY PARCEL)
 - B. O.R.B. 3192, PG. 1149. (OWNERSHIP DEED), O.R.B. 7959, PG. 3833. (OWNERSHIP DEED), O.R.B. 8493, PG. 1088 . (OWNERSHIP DEED), AND O.R.B. 3779, PG. 3818 (R/W DEED)
 - C. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 79110 (F.P. NO. 408463 1).
 - D. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 7716-4018 .
 - E. VOLUSIA COUNTY R/W MAP FOR THE PROPOSED "I-4 FRONTAGE ROAD" (COUNTY PROJECT #4738).

REVISED:

LEGEND & ABBREVIATIONS (UNLESS OTHERWISE NOTED)

C/L = CENTERLINE
L = ARC LENGTH
O.R.B = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
P.O.B. = POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

R = RADIUS
RNG. = RANGE
R/W = RIGHT OF WAY
Δ = CENTRAL ANGLE
RNG. = SECTION
TWP. = TOWNSHIP
T = TANGENT

**CASSADAGA ROAD (C.R. 4139)
PARCEL TRANSFER (PORTION OF POND PARCEL) TO
LONGLEAF FOUR, LLC.**

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 6, TWP. 18 SOUTH, RNG. 31 EAST, VOLUSIA COUNTY, FLORIDA



COUNTY OF VOLUSIA
PUBLIC WORKS DEPARTMENT
CONSTRUCTION ENGINEERING
SURVEY DIVISION
123 W. INDIANA AVE. DELAND, FL. 32720
PHONE 1-386-736-5967 FAX 1-386-822-5736

	NAME	DATE	PLOT DATE:	DRAWING #
CADD	MM	1/24	1/16/24	2542
SURVEY DATE	N/A	N/A	SCALE:	
CHECKED	EAB	1/24	N/A	
PROJECT #			FIELD BOOK	SHEET #
LEGAL			N/A	2 OF 2

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

July 17, 2024

Continued from June 12, 2024

A. APPLICATION NO.: SMLU24-112

APPLICANT: Mark Watts, CobbCole

REQUEST: To amend the land use designation from Volusia County Urban Low Intensity (ULI) to City of DeLand Commerce (COM)

B. SITE FACTORS:

Location: Cassadaga Rd., west of I-4 and east of Dr. Martin Luther King Jr. Bltwy.
Parcel ID: 810600000072
Parcel Size: ± 0.987 acres
Land Use: VC: ULI
Existing Use: Vacant

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

C. REQUESTED ACTION & HISTORY:

A request is being made for the future land use designation to be amended for a parcel located on Cassadaga Rd., west of Interstate-4. The request is to change the future land use designation from Volusia County Urban Low Intensity (VC: ULI) to City of DeLand Commerce (COM). The parcel is wooded and undeveloped. The applicant intends on combining the 0.987 acres with the existing 143.24-acre development known as the Tech Park Planned Development. *Concurrent applications to annex and rezone the property (AN24-111) (Z24-081) were also submitted.*

D. CHRONOLOGY OF PAST EVENTS:

The request to amend the future land use designation consists of ± 0.987 acres of property owned by Longleaf Four, LLC. The subject property is adjacent to the Southwest Activity Center (SWAC) and shall comply with the policies identified within the Local Plan as Commerce (COM). The SWAC has trip allowances based on the uses and the district (Commerce/West Central/Community). According to the Local Plan, the maximum average daily trips in the Commerce district is 13,700; the West Central district allows for average daily trips of up to 19,600; and for the Community district, the maximum allowable average daily trips per day is 4,700 trips. This trip allowance was incorporated in the PD agreement that was approved by City Commission on October 3, 2022. With the incorporation of the 0.987-acre parcel, those trips are not being exceeded with the approval of the land use amendment.

E. ALTERNATIVES & ANALYSIS:

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

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

- a.* The subject property is within the city's service area for both water and sewer and availability has been confirmed.
- b.* A Traffic Impact Analysis was reviewed with the application submittal and meet the standards set forth in the SWAC Local Plan and the DeLand Tech Park PD.
- c.* The change in designation will not generate a new demand for recreational facilities.
- d.* Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.
- e.* The City can provide an adequate LOS of Fire/Rescue & Police service.

2. Compatibility with Land Use and Other Elements: The Future Land Use element requires that the subject property be consistent with surrounding development. Per the City of DeLand SWAC Local Plan, the intent of the Commerce (COM) land use designation is to, "provide for a mix of office and light industrial uses". The uses may include Industrial/Business Park, Office/Office Park ancillary supportive commercial uses.

The subject property is being incorporated into the Southwest Activity Center with the Commerce land use designation. The Commerce designation is one of three land uses permitted within the SWAC. The adjacent parcels are compatible with the Commerce designation, as they are also part of the SWAC, with land use designations being a mixture of Commerce, West Center and Community.

3. Future Land Use Map: The proposed change in the land use designation to Commerce (COM) will be shown on the revised Future Land Use Map.

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

5. Analysis of Natural Resources:

- a.* *Soil types:* Astatula Fine Sand, 8-17% slope
- b.* *Presence of Endangered Species:* None known of at this time.

6. Existing and Future Impact upon Infrastructure Capacity:

- a.* *Water* – obtained from City – availability confirmed
- b.* *Sewer* – obtained from City – availability confirmed
- c.* *Drainage* –Stormwater capture for future development will be addressed on-site and will be reviewed with the site plan application.
- d.* *Solid Waste* – Solid waste services are available for the property.
- f.* *Fire/Rescue Service* – The City can provide an adequate LOS of Fire/Rescue service.
- g.* *Police Service* - The City can provide an adequate LOS of Police protection.

7. Impact upon Recreation and Open Space: No need for new recreational facilities is anticipated as recreational facilities are not needed for commercial property.

8. New Public Facilities Needed to Serve Land Use: No need for new public facilities is anticipated as services such as water/sewer and public safety are already in place for the property to connect to.

9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater mitigation and minimize any off-site stormwater impacts that the development may create.
10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.
11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.
12. **Compatibility with Existing Zoning Classification:** The existing zoning classification may be amended upon approval of the land use amendment to the DeLand Tech Park PD which is compatible with both the Southwest Activity Center's Local Plan and the Commerce land use designation. The zoning request is being reviewed concurrent to the land use amendment.
13. **Will the proposed land use change impact schools?** The proposed amendment is to Commerce (COM) which does not allow for residential uses.
14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**

- a. *Located in the Urban Core/Activity Center Overlay (Category 2) – “emphasizes an intensive mix of uses that are compatible with and include residential. These centers will become the major commercial areas”.* The site is located west of Interstate-4 and east of Dr. Martin Luther King Jr. Blvd and adjacent to other industrial uses to the south, east and west that are designated in the Local Plan as being Commerce (COM) or West Center (WCD). The COM and WCD designations allow uses such as light industrial, office or commercial uses. To the north is a 140-lot single-family residential subdivision known as Canopy Terrace which, according to the Local Plan, has a land use designation of Community (CMN), allowing for a mixture of residential and neighborhood retail uses.
- b. *DeLand 2050 Land Use Guidelines: “...Concentrate development at the core of the city or at transit-oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.”*– the subject property is within the Southwest Activity Center which has “the ultimate goal of developing a key employment area for the City of DeLand and the rest of southwest Volusia County”. The 0.987-acre parcel will be added into the Tech Park Planned Development which supports the uses outlined in the Local Plan, such as light industrial uses and retail/commercial uses.

- F. **CONCLUSION:** The facility analysis presented in the above sections suggests the proposed land use should not cause any of the City's facilities to degrade below the adopted or current operational LOS. The proposed land use designation, COM (Commerce), is consistent with the surrounding area, and is not expected to create any land use incompatibilities.
- G. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation from VC: ULI (Volusia County Urban Low Intensity), to City of DeLand's COM (Commerce) land use.

H. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

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

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

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

Impact Analysis Table 4 (Theoretical Max.)

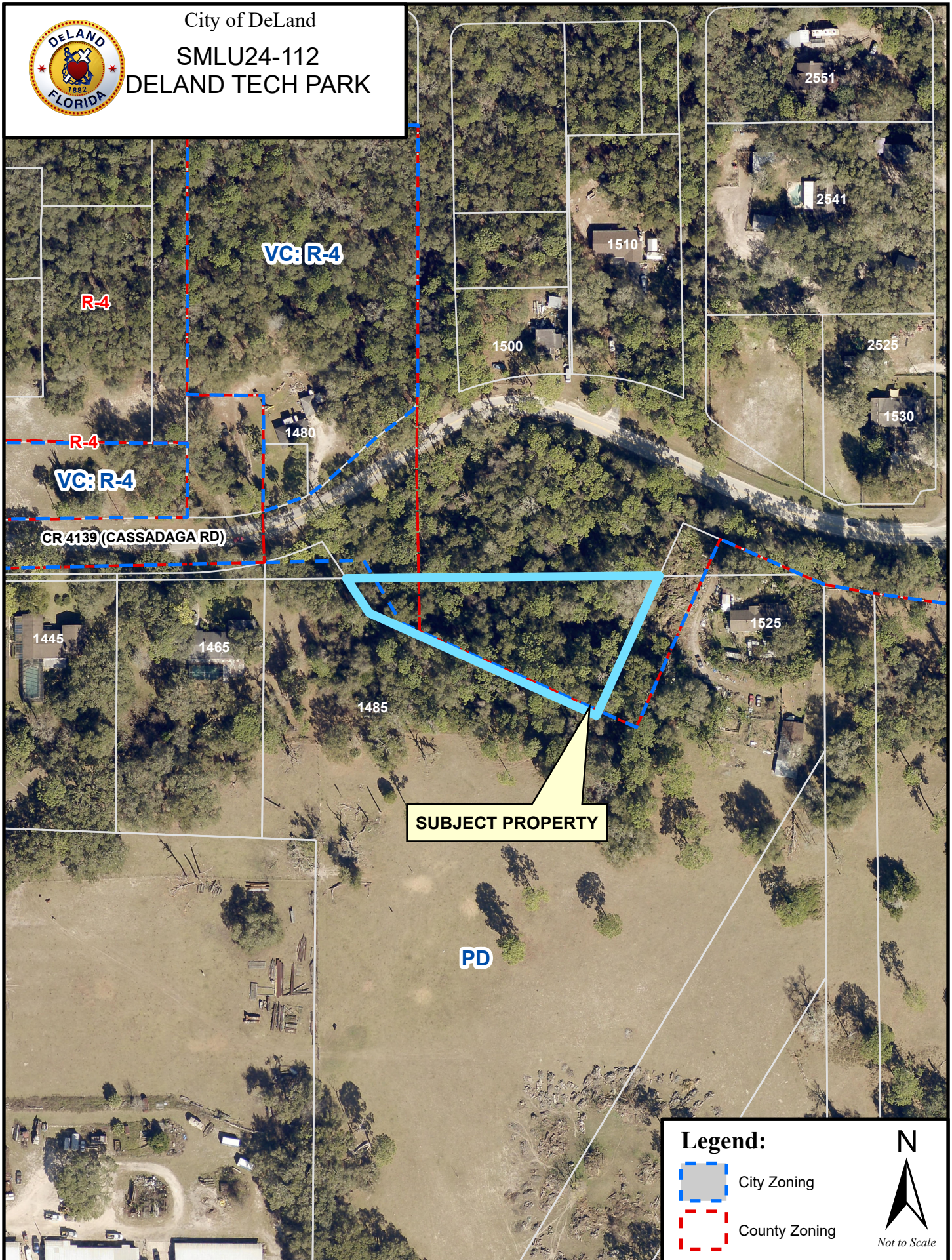
Development Variable	EXISTING Future Land Use	PROPOSED Future Land Use	Net Change
	<i>Theoretical Maximums</i>		
Permitted Density/Intensity	0.50 F.A.R.	60% impervious	N/A
Dwelling Units	4	N/A	-4
Non-residential Sq. Ft.	21,500 sq. ft.	25,800 sq. ft.	+4,300
1. Population	10	N/A	-10
2. Average Daily Trips	Residential: 203 ADT Industrial: N/A	Residential: N/A Industrial: 105 ADT	-203 +105
3. Sanitary Sewer (gallons/day)	Residential: 1,600 Industrial (other): N/A	Residential: N/A Industrial (other): 2,580	-1,600 +2,580
4. Potable Water (gallons/day)	Residential: 800 Industrial (other): N/A	Residential: N/A Industrial (other): 1,000	-800 +1,000
5. Solid Waste (pounds/day)	Residential: 13 lbs. Industrial (other): N/A	Residential: N/A Industrial (other): 83 lbs.	-13 lbs. +80 lbs.
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.3	N/A	N/A

Notes:

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



City of DeLand
SMLU24-112
DELAND TECH PARK



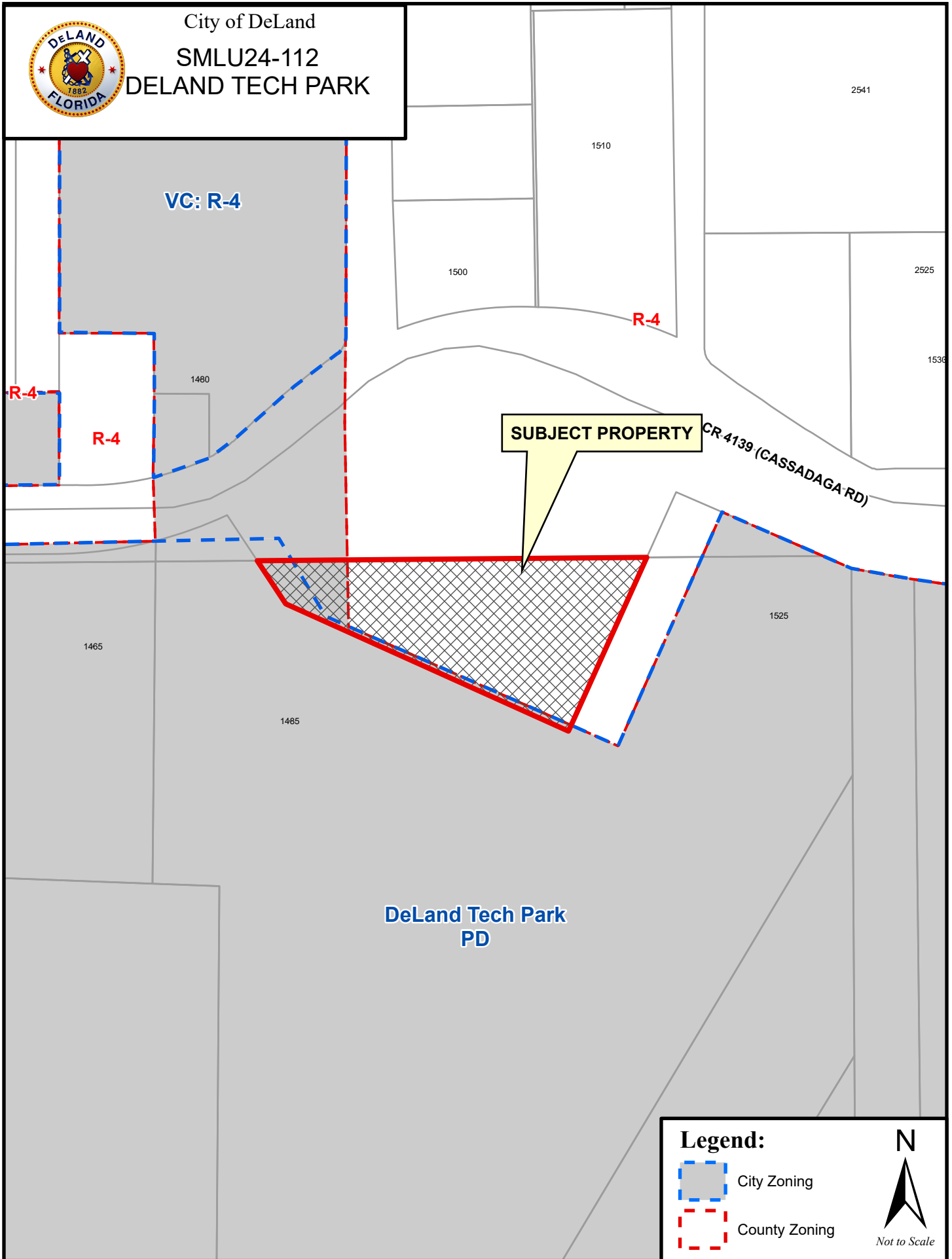
Legend:

-  City Zoning
-  County Zoning





City of DeLand
SMLU24-112
DELAND TECH PARK



Legend:



City Zoning

County Zoning

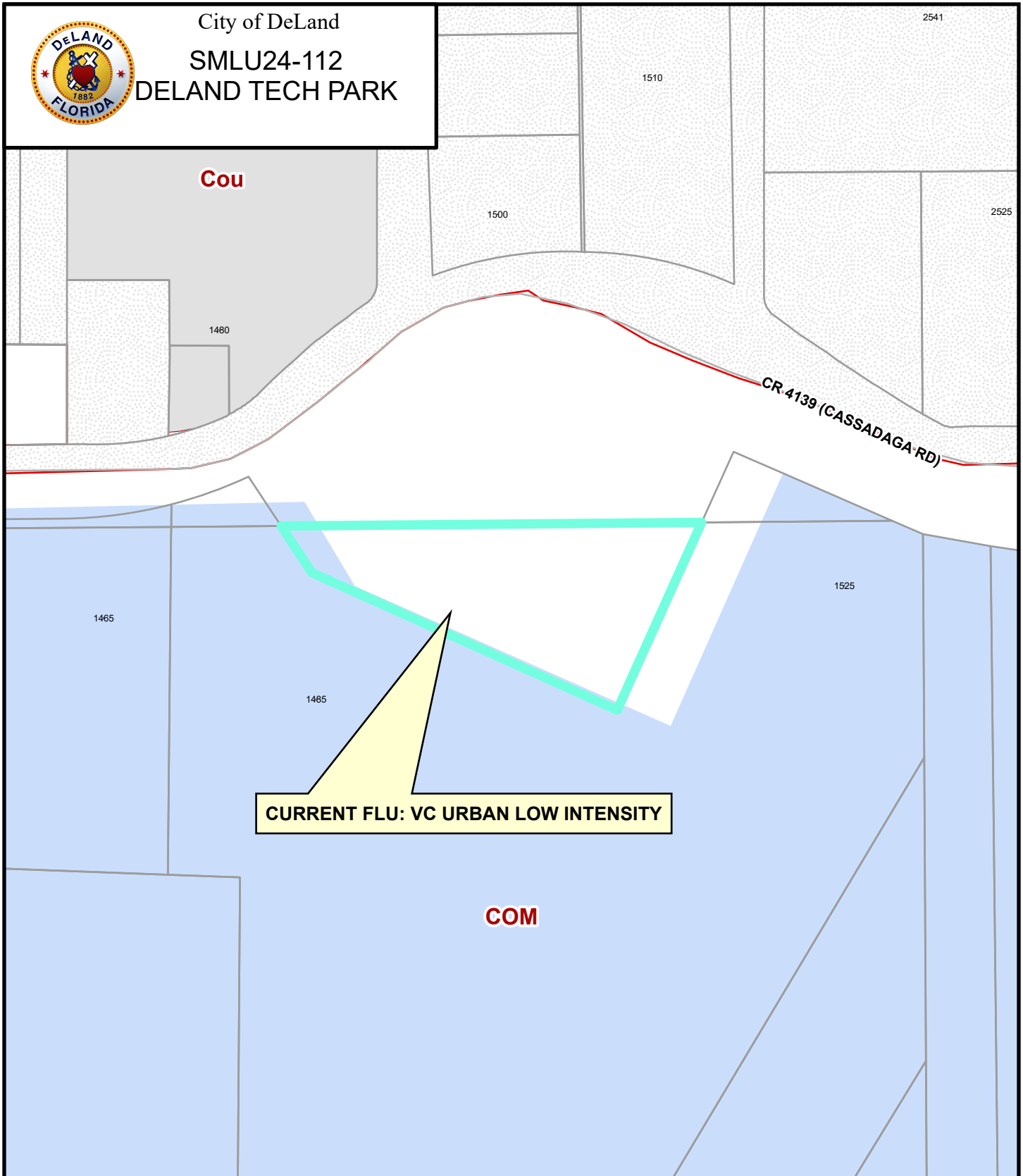
N



Not to Scale



City of DeLand
SMLU24-112
DELAND TECH PARK



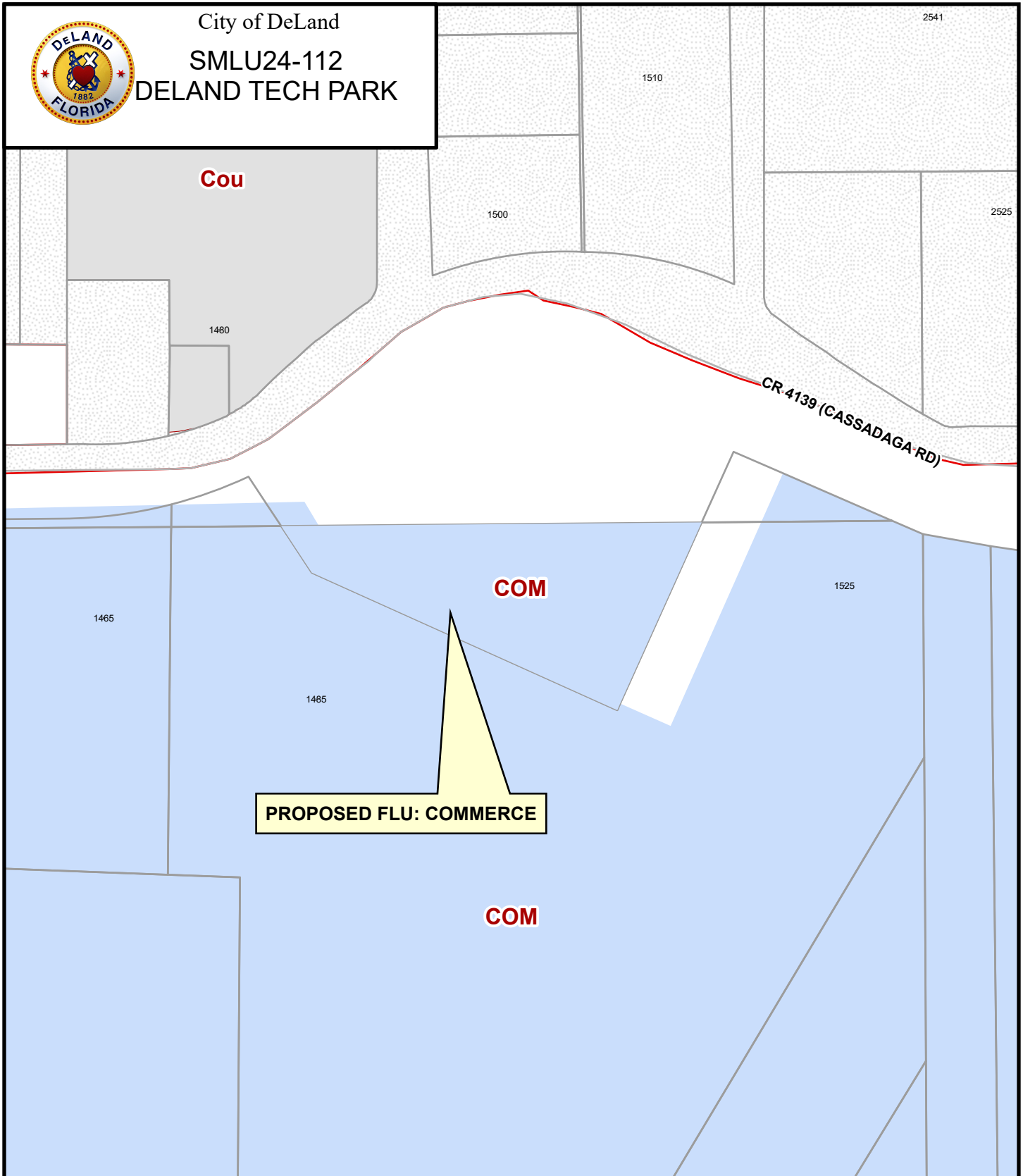
DeLand Future Land Use:

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





City of DeLand
SMLU24-112
DELAND TECH PARK



DeLand Future Land Use:

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



STATEMENT FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT REQUEST

PARCEL ID NO. 8106-00-00-0072

Longleaf Four, LLC is the owner of parcel 8106-00-00-0072. They recently acquired this parcel in a swap of land with Volusia County. Longleaf Four, LLC is looking to amend the land use designation on this parcel from County ULI to City Commerce to match the land use designations of the surrounding DeLand Tech Park project parcels.



Volusia Growth Management Commission

September 20, 2024

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

**RE: VGMC Case #24-044 – City of DeLand
Small Scale Comprehensive Plan Amendment, SMLU-24-112
Certificate of Consistency**

Dear Ms. Kuhn,

VGMC Case No. 24-044 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 24-044 is hereby deemed certified as consistent effective September 19, 2024 without the need for a public hearing.

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

Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Request to Continue the Second Reading of Ordinance No. 2024-43, Amending the DeLand Tech Park PD, for 143.80 Acres of Property Located on the South Side of Cassadaga Road, West of Interstate 4.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, ORD-2024-43, Exhibit A - Legal Description - ORD, EXHIBIT B - ORD First Amendment to DeLand Tech Park PD Agreement, Exhibit B - Amended PD Plan - PD, Attachment A Legal Description - PD, Exhibit C - Building Elevations - PD, Z24-081 Staff Report, Z24-081 Renderings, Z24-081 Aerial, Z24-081 Zoning, Z24-081 Added Parcels to the PD

APPROVED BY: Michael Pleus, City Manager, December 30, 2024

SUMMARY/HIGHLIGHT:

The applicant is requesting to amend the Planned Development Agreement for the DeLand Tech Park Planned Development, which was approved by the City Commission on October 3, 2022, originally consisting of 140.07 acres. The purpose of the amendment is to incorporate additional 3.73 acres of property into the existing Planned Development, update the expiration date of the Planned Development and to allow for off-site Tree Protection Area (TPA).

The amendment provides the option to utilize adjacent property for off-site Tree Protection Area through an easement dedicated to the City of DeLand. The easement agreement will ensure that the city has access to inspect the property. However, all maintenance will be the responsibility of the owner/owner's association. Additionally, the amended agreement requires that when the city determines that it is legally permissible to annex an offsite TPA into the DeLand Tech Park PD, the applicant shall submit an application to once again amend the PD agreement to formally include the offsite TPA within twelve (12) months from the date notice is provided to the city. At that point, once annexed into the city, the offsite TPA will be incorporated into the DeLand Tech Park PD, via an amendment to the PD agreement.

Since first reading, additional edits were made to the amended PD agreement. The changes address internal landscaping requirements, building setbacks and building orientation. Exposed, insulated metal panels are proposed if part of a cold storage or refrigerated storage facility or structure. An example elevation is attached to this amendment. All changes since first reading are in the amended PD agreement and are highlighted in yellow.

On August 14, 2024, the Planning Board recommended approval of the zoning amendment.

On August 19, 2024, the City Commission unanimously voted to approve the zoning amendment on first reading.

On October 21, 2024, the City Commission voted to continue the item to the meeting on November 4, 2024, per the applicant's request.

On November 4, 2024, the City Commission voted to continue the item to the meeting on December 16, 2024, per the applicant's request.

On December 16, 2024, the City Commission voted to continue the item to the meeting on January 6, 2024, per the applicant's request.

This is a request to continue the item to the January 21, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Regional High Value Job Creation

SUSTAINABILITY:

Strategic Focus Area: Preparing for the Future/Sustainability - The Strategic Plan recognizes that "...the city itself is dynamic and that extensive changes will occur in the region in the near and long term future". The subject property is located within the Southwest Activity Center (SWAC). One of the objectives of the SWAC is to, "...provide adequate and appropriate areas resulting in the mixture of urban land uses". The DeLand Tech Park PD supports said objective, as it will provide for commercial, office and light industrial jobs while being located to varying residential uses, such as Canopy Terrace (single-family residential) to the north and Yardly (detached multi-family) to the west.

FISCAL IMPACT:

Once constructed, the DeLand Tech Park PD will positively impact the city's tax roll and increase funds for city services.

RECOMMENDATION:

Requested to continue to the January 21, 2025, City Commission meeting.

BACKGROUND/DISCUSSION:

The subject property lies within the Southwest Activity Center (SWAC) and shall comply with the policies identified in the Local Plan. The DeLand Tech Park PD was originally approved on October 3, 2022 and includes a mixture of commercial and light industrial uses. All development shall comply with the land development regulations and development standards outlined in the PD agreement, to include a maximum impervious area of 60-70%, landscaping requirements that utilize Florida-Friendly plantings and LID - low impact development practices.



Planning Department

Memorandum

TO: City Commission

DATE: January 6, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue Second Reading of Ordinance No. 2024-43, First Amendment to the DeLand Tech Park Planned Development: Approximately 143.24 Acres of Property Located on the South Side of Cassadaga Road, West of Interstate 4, to add 3.73 Acres of Property to Allow for off-site Tree Protection Areas. (DeLand Tech Park).

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the January 6, 2025, City Commission meeting to the January 21, 2025, City Commission meeting.

ORDINANCE NO. 2024 - 43

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE DELAND TECH PARK PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED ON THE SOUTH SIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN ORIGINALLY CONSISTING OF APPROXIMATELY 140.07 +/- 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, Mark Watts, Esquire, on behalf of the owners, has filed for an amendment to the DeLand Tech Park Planned Development (PD) originally consisting of approximately 140.07 +/- acres of land located on the southside of Cassadaga Road, west of Interstate 4, 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 DeLand Tech Park Planned Development was approved by the City Commission on October 3, 2022 (Ordinance No. 2022-30); and

WHEREAS, the applicant is proposing an amendment to the DeLand Tech Park PD to incorporate additional property into the existing PD, update the expiration date of the PD, and to allow for off-site Tree Protection Area; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the “Code”); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to change certain development standards for the property described in Exhibit “A” (hereinafter the “Property” or the “Project”); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Commerce District/West Central District 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 DeLand Tech Park, Planned Development (PD) Agreement originally consisting of approximately 140.07 +/- acres of land located on the southside of Cassadaga Road, west of Interstate 4.

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 DeLand Tech Park 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 DeLand Tech Park 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 DeLand Tech Park 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 6th day of January, 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 19, 2024
Adopted on second reading: January 6, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Attachment A Legal Description

A PORTION OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, THENCE RUN N89°54'53"E ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1406.09 FEET TO THE EAST LINE OF GOVERNMENT LOT 4, SAID SECTION 6; THENCE ALONG SAID EAST LINE S00°05'07"E 1400.66 FEET TO THE MONUMENTED SOUTHERLY RIGHT OF WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE EASTERLY EXTENSION THEREOF N89°31'56"E, 1314.15 FEET; THENCE N00°23'02"W, 3.98 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 567.62 FEET, A CENTRAL ANGLE OF 10°54'08", A CHORD BEARING OF S80°02'11"E AND A CORD DISTANCE OF 107.84 FEET; THENCE ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 108.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE S85°29'15"E, 356.07 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N89°16'03"E, 313.13 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79110, FINANCIAL PROJECT 242655-1; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE ALONG SAID WESTERLY RIGHT OF WAY LINE S15°45'16"W, 2426.29 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 7, SAID SECTION 6; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 7 AND GOVERNMENT LOT 6, N89°30'43"W, 802.91 FEET TO THE SOUTHEAST CORNER OF LOT 19, YOURLANDO FARMS AND GROVES, ACCORDING TO THE MAP OF PLAT RECORDED IN MAP BOOK 10, PAGES 227-228, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°50'02"W, ALONG THE SOUTH LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 617.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF LOT 27 OF SAID PLAT; THENCE S00°14'30"E ALONG EAST LINE OF LOT 27, A DISTANCE OF 250.12 FEET; THENCE DEPARTING SAID EASTERLY LINE S35°50'39"W, 354.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 472, AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N54°12'54"W, 1481.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING, JR BELTWAY AS SHOWN ON VOLUSIA COUNTY RIGHT OF WAY MAP, PROJECT 1113-3; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 472 ALONG SAID EASTERLY RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING, JR BELTWAY N00°27'19"W, 703.97 FEET TO THE

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CONTAINING 6263726 SQ. FT., OR 143.795 ACRES MORE OR LESS.

FIRST AMENDMENT TO DELAND TECH PARK
PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the 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, and **LONGLEAF FOUR, LLC**, a limited liability company, whose mailing address is 320 N. Meridian St., Ste 700, Indianapolis, IN 46204 (hereafter, "Applicant").

WHEREAS, the City and Applicant previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about **Month XX, 2024**, and recorded in Official Records Book **XXXX, Page XXXX** of the Public Records of Volusia County, Florida in connection with the rezoning of ± 143.24 acres known as the "DeLand Tech Park PD"; and

WHEREAS, the Applicant wishes to amend the DeLand Tech Park PD to incorporate additional property, more specifically described in Exhibit "A", for a total of ± 143.80 acres of property, and to revise the reverter provision; and

WHEREAS, the application to amend the DeLand Tech Park PD was duly and properly filed with the City on April 10, 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 DeLand Tech Park Planned Development Agreement were held by the City of DeLand's Planning Board on August 14, 2024, and the City Commission on August 19, 2024, and **Month XX, XXXX**, after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

WHEREAS, the owners of the properties: Longleaf Four, LLC, Stonekirk Ventures, LLC, J. Scott Kirk, and W.L. Kirk, Jr., are in agreement with the provisions of this Amendment.

NOW THEREFORE, the City and Applicant acknowledge and agree that the DeLand Tech Park PD is hereby amended to reflect the following changes, revisions and amendments to the DeLand Tech Park Planned Development Agreement and amended Planned Development Plan:

1. Exhibit A is amended to replace the original legal description with an updated legal description to reflect the current property included in the PD.

See attached Exhibit “A”

2. Exhibit B is amended to replace the existing Planned Development Plan of the Development Agreement to incorporate additional acreage.

See attached Exhibit “B”.

3. The following revisions are made to certain standards set forth in Section E:

1. The following lot development criteria shall apply to industrial or similar development within the DeLand Tech Park PD:

- a. Maximum building height: 65 feet (ft.)
- b. Minimum perimeter building setbacks*:

(a) Side, Street: 30 ft.

Side, Interior: 10 ft.

(b) Front: 35 ft.

(c) Rear: 25 ft.

*Minimum perimeter building setbacks shall not be required adjacent to stormwater tracts or internal drive aisles.

4. Landscape buffer requirements: The landscape buffers shall be installed per the City's applicable Land Development Regulations (see Buffer Standards listed in 33.92.02 of the City of Deland Land Development Regulations), unless otherwise noted herein. No landscape buffers shall be required adjacent to internal property or tract boundaries within the industrial

areas of the DeLand Tech Park PD. Existing vegetation within the buffers will be preserved to the extent possible; however, changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using native or low-water landscape material and may use a combination of *saved* and planted material to meet this standard.

6. Architectural and Site Design Standards:

1. As to industrial structures within the property, the following architectural standards shall apply:

a. The exterior materials shall be of hard wall construction, meaning pre-cast or tilt-up concrete panels, masonry or cast stone. Exposed insulated metal panels shall be permitted if part of a cold storage or refrigerated storage facility or structure. Accent materials at or near office areas, entrances or along the facades of the building, as designed to provide a break in the continuous facade of the principal industrial building, may consist of wood, or wood appearing materials, architectural metal panels or metal and glass panels. Examples of acceptable building elevations are attached as Exhibit .

b. A parapet wall, ~~or~~ rooftop screen, or fence shall be installed to screen mechanical equipment that may be installed on the roof of the principal industrial building. A parapet wall, ~~or~~ rooftop screen or fence shall not be included in the measurement of the total height of the principal industrial building. The purpose of the parapet wall, ~~or~~ rooftop screen or fence is to screen rooftop mechanical units from the line of sight of 1-4, Kirk Drive and Cassadaga Road, acknowledging that,

depending on surrounding elevations, such rooftop units may not be entirely screened from view from these roadways.

- c. Industrial buildings located along or oriented to 1-4 shall be oriented so that ~~their long axis runs east to west in order that the more narrow ends of the buildings are oriented toward 1-4.~~ No loading bays shall face 1-4.

...

- e. The building facade of a principal industrial building that is facing 1-4 shall include a minimum of at least three (3) of the four (4) following architectural elements:

- i. Corner offices with appropriate window panels and entryways, as extending at least 12' 10' in height;

- 4. Subparagraph F(2)(g) is added as follows:

- f. Option for Off-site TPA. At the Applicant's option, TPA areas shown on the Planned Development Plan may be replaced, in whole or in part, through the dedication of one or more areas of land located within the City's incorporated area and adjacent to the Property (including across any public right of way) as TPA ("Offsite TPA"). If Offsite TPA is provided, the Applicant shall provide an easement dedicating the Offsite TPA area to the City in a form acceptable to the City Attorney during subdivision or final site plan review. The Offsite TPA easement shall provide the City with the right to access and inspect the Offsite TPA area, but shall not obligate the City to perform any ongoing maintenance in the Offsite TPA area. Offsite TPA area dedicated in accordance with this section may also count toward the required open space for the development of the Property. When the City

determines that it is legally permissible to annex an offsite TPA area in the DeLand Tech Park PD, the Applicant shall submit an application to amend the DeLand Tech Park PD to formally include the Offsite TPA within twelve (12) months from the date notice is provided by the City.

5. Paragraph L – Reverter Provision is amended to replace the paragraph in its entirety with the Expiration condition as follows (changes shown in ~~strike through~~/underline format):

~~L. Reverter Provision: The City Commission may rezone any portion of the project which has not secured a final development order on or before 7 years from the effective date of this ordinance as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph.~~

L. Expiration: The terms of this Development Agreement shall be vested upon issuance of a final plat development order for the development issued within five (5) years from the effective date of the ordinance which adopts the Planned Development Plan unless the City Commission, for good cause shown, extends the time period indicated in this paragraph. If not vested by said date, the Planned Development Plan shall expire and will be of no further force or effect and no development shall occur on the subject property until it is rezoned. The City Commission may rezone the subject property as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare if the Planned Development Plan expires.

IN WITNESS WHEREOF, the City and the Applicant have caused this First Amendment to the DeLand Tech Park 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), 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

LONGLEAF FOUR, LLC

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: Harry F McNaught

Title: Manager

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202____, by Harry F. McNaught, as Manager of **LONGLEAF FOUR, LLC**, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name:_____

Commission No. _____

My Commission Expires:_____

WITNESSES

STONEKIRK VENTURES, LLC

Print Name

Sign Name

Print Name

Sign Name

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 _____, 202____, by _____, as _____ for and on behalf of **STONEKIRK VENTURES, LLC**, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name:_____

Commission No. _____

My Commission Expires:_____

WITNESSES

W. L. Kirk Jr. Trustees and J. Scott Kirk

Print Name

Sign Name

Print Name

Sign Name

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 _____, 202____, by _____, as _____, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name:_____

Commission No. _____

My Commission Expires:_____

WITNESSES

W. L. Kirk, Jr.

Print Name

Sign Name

Print Name

Sign Name

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 _____, 202____, by _____, as _____, who is personally known to me or has produced _____ as identification.

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CONTAINING 6263726 SQ. FT., OR 143.795 ACRES MORE OR LESS.

Exhibit B
Amended PD Plan

Project Size	143.80 AC
Wetland Acreage	0

Future Land Use	Commerce (West Activity Center), West Central District (West Activity Center)
Existing Zoning	VC: I-1, VC: A-1, VC: A-1c, VC: I-1c, VC: R-4
Proposed Zoning	(PUD) Planned Unit Development

North	South	East	West
Urban Low Intensity (County)/West Central District (City)	Crossing PUD (Orange City)	Urban Low Intensity/ Urban Medium Intensity (County)	SWAC Commerce (County)

North	South	East	West
VC:R-4 (Urban Single-family Residential)	VC:I-1 (Light Industrial)	VC:R-R (Rural Residential)/R-4 (Urban Single-family Residential)	VC:SWC

DEVELOPMENT PROGRAM

Parcel NO	Land Use	Gross Acres	Development Program
1	Industrial	90.70 AC	1,500,000sf
2	Commercial: Power Center/Neighborhood Retail	38.29 AC	130,000 sf
3	Commercial: Power Center/Neighborhood Retail/ Gas Station with Convenience Store	14.81 AC	110,000 sf
TOTAL		143.80 AC	1,740,000 sf

Phasing: TBD

LAND USE	ACREAGE PROVIDED
Commercial/Mixed Use	8.81 AC
Industrial	18.36 AC

NON-RESIDENTIAL DEVELOPMENT STANDARDS

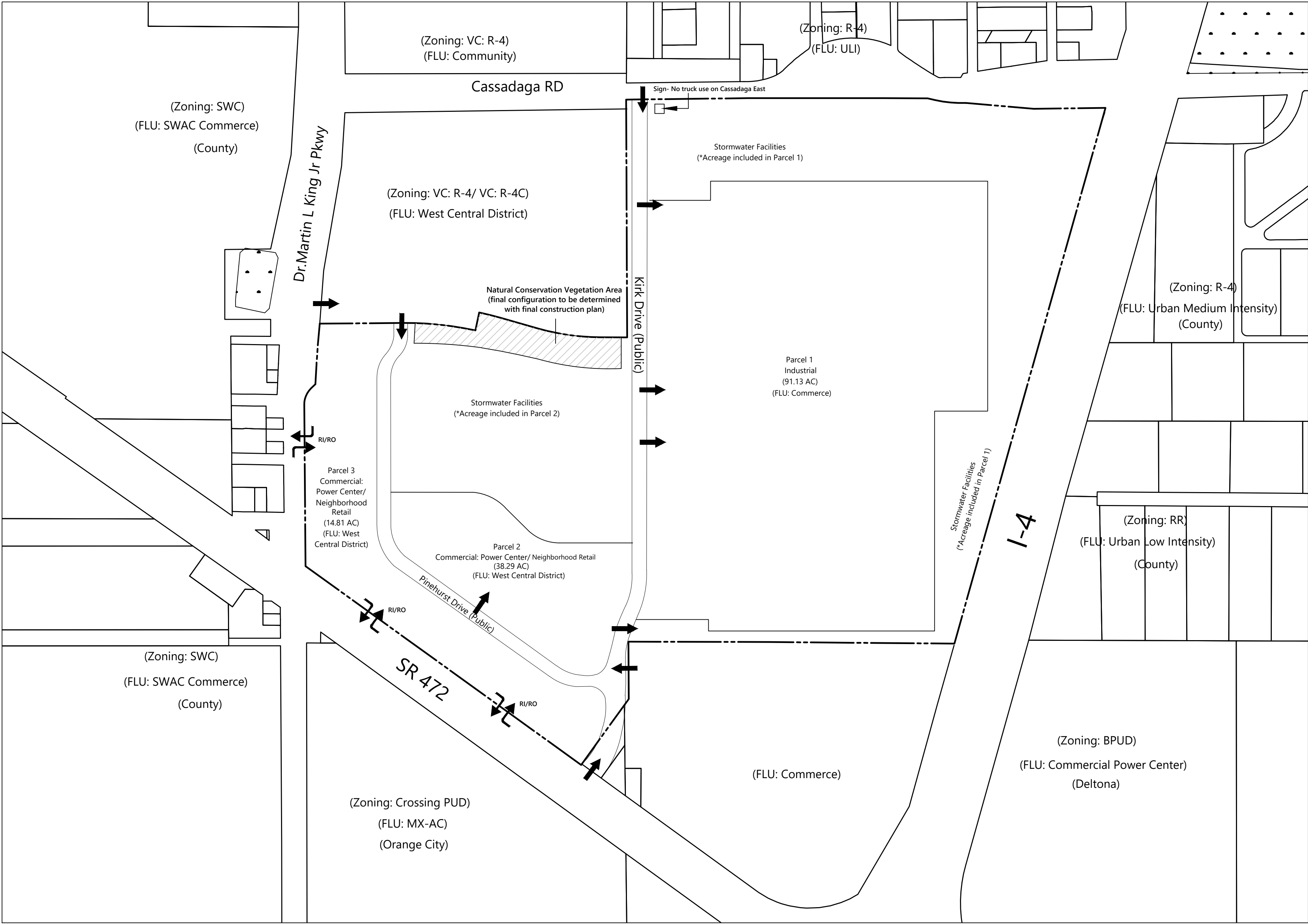
Max Lot Coverage	60%
Max Building Height	80'
Minimum Setbacks	
Front	20'
Side	10' (25' when abutting residential-zoned properties) (20' when abutting streets)
Rear	10' (25' when abutting residential-zoned properties)

Max Lot Coverage	70%
Max Building Height	65'
Minimum Setbacks	
Front	35'
Side	10' (30' when abutting streets)
Rear	25'

PARKING:	PARKING RATIO (SPACE/SF)	SPACE PROVIDED
Industrial	1 space/1,000 square feet of net floor area * for the first 20,000 square feet devoted to warehousing plus the required parking for square footage devoted to other uses 1 space/2,000 square feet for the second 20,000 square feet 1 space/4,000 square feet for floor area in excess of 40,000 square feet	345
Commercial	3 spaces/300 square feet of net floor area* and 1 space/every additional 250 square feet	485

DEVELOPMENT NOTES

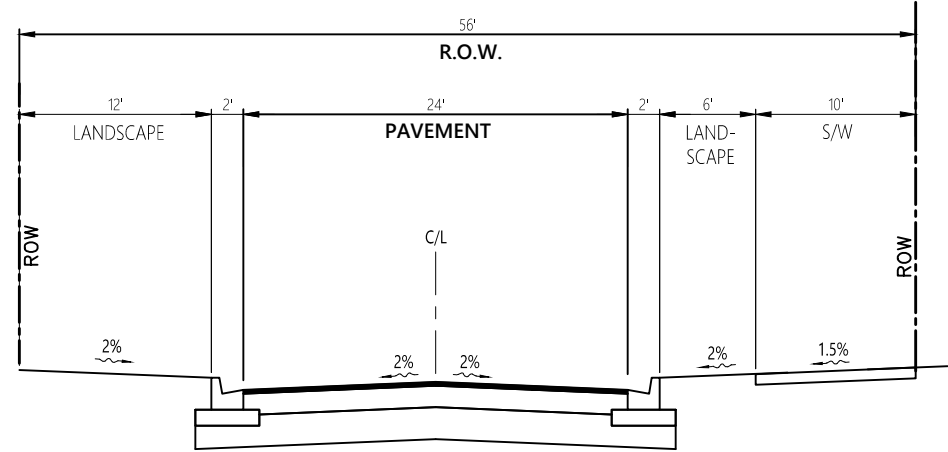
1. All acreages are subject to change with final engineering and final plat review and approval.
2. Per City of DeLand LDC Sec 33-17, additional buffer and sign requirements apply to developments within and/or along special overlay districts per article IV of chapter 33.
3. Per City of DeLand LDC Sec 33-91, parking on grass and sidewalks is prohibited. Vehicle use areas shall be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas shall be included in the site's impervious surface calculation.
4. Unless otherwise prohibited in the list of primary, conditional or special-exception uses for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.
5. Stormwater management areas shall be provided per each phase of development.



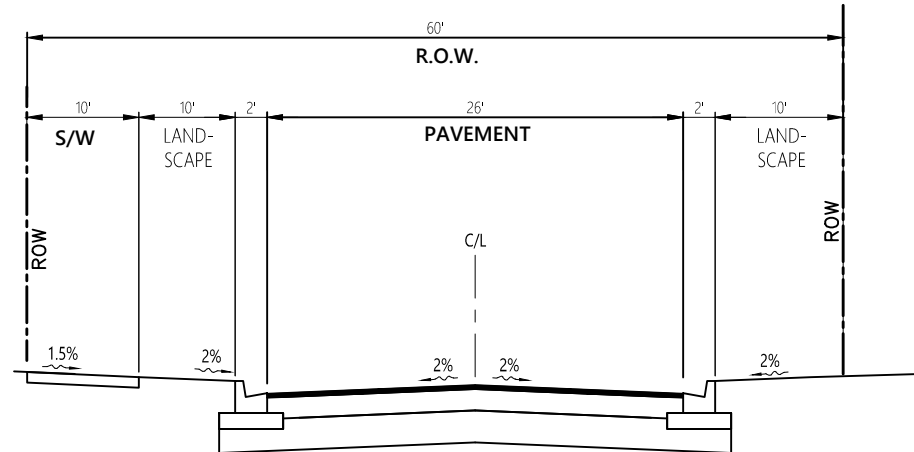
- a. Rain Garden. Vegetated depressions (also referred to as bioretention cells) that collect runoff and facilitate its infiltration into the ground. Sizes of rain gardens, or bioretention cells, may vary based on the development area they are intended to serve.
- b. Filter Strip. Bands of dense vegetation planted immediately downstream of a runoff source designed to filter runoff before it reaches a receiving water body.
- c. Swales. Shallow channel lines with vegetation or grass and used to convey and store runoff.
- d. Green Roofs. Impermeable roof membranes overlaid with a lightweight planting mix with a high infiltration rate and vegetated with plants tolerant to heat, drought, and periodic inundation used to reduce the volume of runoff discharged to a receiving water body.
- e. Dry well. Also referred to as a French Drain, a dry well is a gravel or stone filled pit that is located to catch water from roof downspouts or paved areas.
- f. Subsurface Recharge Trenches. Trenches filled with porous media, such as sand or aggregate that collect runoff and exfiltrate it into the ground.
- g. Permeable Pavement. Manufactured paving stones, concrete, or asphalt that allow for infiltration into porous media placed underneath.
- h. Infiltration Basin. Small, vegetative basins or dry ponds designed to receive runoff and exfiltrate it into the ground.
- i. Rain Barrel or Cistern. Containers that store runoff delivered through building downspouts. Rain barrels are generally smaller structures and located above ground. Cisterns are generally larger than barrels and often buried. These elements may be connected to the building's plumbing or irrigation systems, or otherwise used to reuse water that is collected.

-
- The diagram illustrates a typical cross-section of a two-lane highway with a median. The total Right-of-Way (R.O.W.) is 96 feet. The central section consists of a 12-foot wide median flanked by two 18-foot wide pavement lanes, totaling a 36-foot pavement width. On either side of the pavement is a 9-foot shoulder with a 15% slope. Beyond the shoulders are 17-foot wide land-landscape areas. The entire section is bounded by a 9-foot shoulder width (S/W) and a 15% slope on the outer edges. Traffic directions are indicated by arrows pointing up and down the centerline.

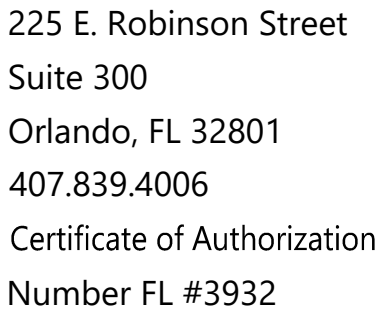
Kirk Drive Typical Road Section - South of Pinehurst Dr. to SR 472



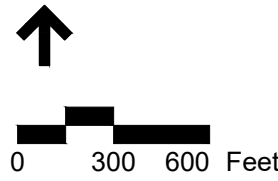
Pinehurst Drive Typical Road Section From Kirk Dr. to E/W Connector to MLK Beltway
N.T.S.



Kirk Drive Typical Road Section - North of Pinehurst Dr. to Cassadaga Rd.
N.T.S.



	PROJECT BOUNDARY
	PARCEL LIMITS
	NATURAL CONSERVATION VEGETATION AREA
	PROPOSED ACCESS POINT
	RI/RO ACCESS



City of DeLand, Florida

[illegible]

September 30, 2022

Vertical Datum NAVD 1988

LAND USE PLAN

Drawing Number

Sheet of

Attachment A Legal Description

A PORTION OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, THENCE RUN N89°54'53"E ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1406.09 FEET TO THE EAST LINE OF GOVERNMENT LOT 4, SAID SECTION 6; THENCE ALONG SAID EAST LINE S00°05'07"E 1400.66 FEET TO THE MONUMENTED SOUTHERLY RIGHT OF WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE EASTERLY EXTENSION THEREOF N89°31'56"E, 1314.15 FEET; THENCE N00°23'02"W, 3.98 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 567.62 FEET, A CENTRAL ANGLE OF 10°54'08", A CHORD BEARING OF S80°02'11"E AND A CORD DISTANCE OF 107.84 FEET; THENCE ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 108.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE S85°29'15"E, 356.07 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N89°16'03"E, 313.13 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79110, FINANCIAL PROJECT 242655-1; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE ALONG SAID WESTERLY RIGHT OF WAY LINE S15°45'16"W, 2426.29 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 7, SAID SECTION 6; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 7 AND GOVERNMENT LOT 6, N89°30'43"W, 802.91 FEET TO THE SOUTHEAST CORNER OF LOT 19, YOURLANDO FARMS AND GROVES, ACCORDING TO THE MAP OF PLAT RECORDED IN MAP BOOK 10, PAGES 227-228, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°50'02"W, ALONG THE SOUTH LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 617.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF LOT 27 OF SAID PLAT; THENCE S00°14'30"E ALONG EAST LINE OF LOT 27, A DISTANCE OF 250.12 FEET; THENCE DEPARTING SAID EASTERLY LINE S35°50'39"W, 354.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 472, AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N54°12'54"W, 1481.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING, JR BELTWAY AS SHOWN ON VOLUSIA COUNTY RIGHT OF WAY MAP, PROJECT 1113-3; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 472 ALONG SAID EASTERLY RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING, JR BELTWAY N00°27'19"W, 703.97 FEET TO THE

BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.09 FEET, A CENTRAL ANGLE OF 45°56'03"; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 78.64 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N45°28'45"E, 26.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET, A CENTRAL ANGLE OF 02°41'26", A CHORD BEARING OF N04°10'14"E AND A CHORD DISTANCE OF 264.32 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 264.35 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N89°31'31"E, 361.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 12°42'11", A CHORD BEARING OF S84°07'35"E AND A CHORD DISTANCE OF 318.61 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE 319.26 FEET; THENCE N12°13'31"E, 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1519.95 FEET, A CENTRAL ANGLE OF 03°39'55", A CHORD BEARING OF S75°56'11"E AND A CHORD DISTANCE OF 97.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 97.23 FEET; THENCE S74°06'12"E, 169.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 15°36'56"; THENCE ALONG THE ARC OF SAID CURVE 272.54 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 4, SAID SECTION 6; THENCE ALONG SAID SOUTH LINE S89°43'08"E, 118.51 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 4, N00°10'37"W, 1028.79 TO THE POINT OF BEGINNING.

CONTAINING 6263726 SQ. FT., OR 143.795 ACRES MORE OR LESS.



PPG1160-5 BLUE BEADS



mcmillan | pazdan | smith
ARCHITECTURE

PPG1161-7 BRILLIANT BLUE



mcmillan | pazdan | smith
ARCHITECTURE

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

August 14, 2024

Continued from July 17, 2024

APPLICATION NO.: Z24-081

APPLICANT: Mark Watts, CobbCole

REQUEST: Amend the existing zoning designation from Volusia County's R-4 (Urban Single-Family) and DeLand Tech Park Planned Development to First Amendment to DeLand Tech Park 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:	Northwest quadrant of SR 472 and Interstate 4
Parcel Size:	± 3.73 being added to original PD
Land Use:	Southwest Activity Center (Commerce District/West Central District)
Existing Zoning:	Volusia County R-4, Tech Park Planned Development
Existing Use:	Mostly undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: ULI; SWAC Community	Kirk DeLand PD (Canopy Terrace); R-4
South:	Orange City	Orange City
East:	VC: ULI	VC: RR
West:	VC: Unincorporated	VC: Unincorporated

B. ANALYSIS:

The applicant is requesting to amend the Planned Development Agreement for the DeLand Tech Park Planned Development, which was approved by the City Commission on October 3, 2022, originally consisting of 143.24 acres. The purpose of the amendment is to incorporate additional property into the existing Planned Development, update the expiration date of the Planned Development and to allow for off-site Tree Protection Area (TPA). The additional property will add 3.73 acres of property to DeLand Tech Park, with a grand total of 146.97 acres. Additionally, the amendment provides the option to utilize adjacent property for off-site Tree Protection Area through an easement dedicated to the City of DeLand. The easement agreement will ensure that the city has access to inspect the property, however, all maintenance will be the responsibility of the owner/owner's association.

Additionally, the amended agreement requires that when the city determines that it is legally permissible to annex an offsite TPA in the DeLand Tech Park PD, the applicant shall submit an application to once again amend the PD agreement to formally include the offsite TPA within twelve (12) months from the date notice is provided to the city. At that point, once annexed into the city, the offsite TPA will be incorporated into the DeLand Tech Park PD, via an amendment to the PD agreement.

The subject property lies within the Southwest Activity Center (SWAC) and shall comply with the policies identified within the Local Plan as “Commerce” and “West Central”. According to the vision of the SWAC, the ultimate goal is to develop a key employment area for the City of DeLand and the rest of southwest Volusia County. As described in the original Planned Development, the applicant seeks to develop the eastern side of the subject property as industrial space and the western side of the property as commercial/neighborhood retail.

None of the development standards from the original DeLand Tech Park 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 such as maximum impervious area and all landscaping standards.

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 existing Commerce/West Central District Future Land Use Designations.

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

The site is heavily wooded and the proposed development would reduce this tree coverage significantly. However, the Planned Development Agreement and associated plan ensures that tree preservation areas, buffering and other tree requirements meet the minimum standards of the Land Development Regulations. The proposed development should not have any other negative impacts on environmental or natural resources on the site or the surrounding area. The developer will be required to conduct an environmental study of the property prior to site plan approval.

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

The subject site is currently vacant. The proposed rezoning would allow for development of commercial and industrial uses, which would lead to additional jobs and tax revenue for the City.

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.

The Southwest Activity Center (SWAC) has trip allowances based on the uses and the district (Commerce/West Central/Community). According to the SWAC plan, the maximum allowable trips for the Commerce district is 13,700 average daily trips; for the West Central District the allowable trips totals to 19,600 average daily trips; and for the Community district, the maximum allowable average daily trips per day is 4,700 trips.

In a Trip Comparison Memo provided by the applicant dated May 27, 2022, the three land use categories for the SWAC are compared. In this memo, trip data for upcoming projects within the SWAC are compared with the maximum trip threshold for the entirety of the SWAC, if fully developed. The comparison includes not only the DeLand Tech Park Planned Development, but it also includes data from the proposed DeLand CTC development, Canopy Terrace and a trip projection for the Advent Health parcel. The provided trip comparison demonstrates how the proposed DeLand Tech Park Planned Development will not cause the maximum number of trips allotted in the SWAC plan to be exceeded.

The applicant also submitted a Traffic Impact Analysis dated July 2023 which was reviewed by staff. The additional acreage being added as part of this amendment to DeLand Tech Park is not anticipated to have any affect on the original study.

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 DeLand Tech Park since its original approval in 2022.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

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

The proposed project will be developed for industrial, neighborhood commercial and retail uses, all of which will positively contribute to the jobs in the area. The proposed rezoning will not have an effect on the use or negatively affect the value of the area, as the proposed development is in line with the City's long-range plans.

Additionally, the development will provide a road connecting the north end of the development to the south end, lessening congestion on nearby thoroughfares.

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

Impacts upon public health, safety and welfare will generally be positive impacts, as the development will reduce traffic congestion from roads by providing alternate routes for drivers. The approval of the amendment should have no additional impacts, as the property being added into the Planned Development totals less than one acre.

C. CONCLUSION:

The original Southwest Activity Center (SWAC) designation was designed for high intensity uses including office, commercial, industrial and recreational uses. With this application, the applicant is proposing a rezoning from Volusia County's R-4 to the First Amendment to DeLand Tech Park Planned Development in order to develop the subject property, to include the additional acreage, allow for off-site Tree Protection Area, and to modify the expiration date.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the requested amendment to City Commission recommending approval for the rezoning request.



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #7932

DESIGN NARRATIVE

THE LANDSCAPE DESIGN GOAL FOR THE DELAND TECH PARK IS TO CREATE A UNIFYING LANDSCAPE CHARACTER AND SETTING WITH THE SURROUNDING ENVIRONMENT THAT IS INVITING, SAFE, AND COMPLEMENTS THE EXISTING LANDSCAPE. CONSISTENCY IN LANDSCAPE MATERIALS, FORM, AND ORGANIZATION WILL COLLECTIVELY RESULT IN A COHERENT HIGH-QUALITY ENVIRONMENT ENCOURAGING CONSISTENT SITE DESIGNS FOR FUTURE BUILDING EXPANSIONS IN THIS PLANNED DEVELOPMENT AS WELL AS CREATE A STRONG "SENSE OF PLACE".

LANDSCAPE DESIGN OBJECTIVES

- ENHANCE PEDESTRIAN CONNECTIONS- REINFORCING LINKS FROM OUTSIDE THE PLANNED DEVELOPMENT TO THE COMMERCIAL AND INDUSTRIAL DEVELOPMENTS.
- MAINTAIN VIEWS INTO THE PLANNED DEVELOPMENT.
- MAXIMIZE OPPORTUNITIES TO INTEGRATE THE EXISTING CANOPY TREES.
- CELEBRATE BUILDING FORMS AND SPACES THAT IS AN INVITING, SOFT GATHERING AREA SURROUNDED BY GREEN SPACE, SEATING AND ACCENT PAVING.
- MAXIMIZE THE USE OF CANOPY TREES TO CREATE SHADE AND FRAME WALKWAY EDGES, PARKING AND OPEN SPACES. REPLACE LOST CANOPY WITH NEW SHADE TREES WITHIN LANDSCAPE APPROVED PALETTE.
- USE PEDESTRIAN PAVEMENTS THAT MEET THE RECOMMENDED STANDARDS AND FIND WAYS TO REINFORCE BUILDING ENTRANCES WITH DECORATIVE PAVEMENT MATERIALS OR PATTERNS.
- MAXIMIZE HIGH-EFFICIENCY IRRIGATION AND WATER REUSE TO MEET THE LEED CREDIT CLASSIFICATION.
- PLAN FOR HIGH-EFFICIENCY IRRIGATION USING RECLAIMED WATER AS POSSIBLE TO REDUCE POTABLE WATER CONSUMPTION.
- DESIGN UTILIZING WATER EFFICIENT LANDSCAPING TO HELP SATISFY LEED REQUIREMENTS

LANDSCAPE VISION STANDARDS

LANDSCAPE ARCHITECTURAL DEVELOPMENT MUST CONFORM TO CITY OF DELAND'S REGULATIONS. KEY CONSIDERATIONS INCLUDE:

PLANTINGS

- PRESERVE EXISTING MAJOR CANOPY TREES WHERE POSSIBLE AND INCORPORATE INTO PLANTING DESIGN.
- MAINTAIN EXISTING MAJOR CANOPY TREES WHERE POSSIBLE AND INCORPORATE INTO PLANTING DESIGN.
- PATHWAYS, PLANTINGS ALSO PROVIDE DISTINCT VISUAL IDENTITY AT ENTRIES AND CREATE AN ATMOSPHERE CONDUCTIVE TO ITS USERS.
- APPROPRIATELY SCALED TREE, SHRUB, AND HEDGE PLANTINGS ENHANCE THE USE AND MICROCLIMATE OF THE SITE. NATIVE PLANTS WITHIN NATURAL COMMUNITY ASSOCIATIONS ARE THE HIGHEST PLANTING PRIORITY.
- PROVIDE ATTRACTIVE AND SUSTAINABLE PLANTINGS.
- IN ORDER TO MAINTAIN AESTHETIC APPEAL, PLANTINGS SHOULD BE AUGMENTED WITH COLOREFUL, TROPICAL, FRIENDLY, NON-INVASIVE - SPECIES THAT ARE NON-INVASIVE, DROUGHT TOLERANT AND HISTORICALLY ASSOCIATED WITH A FLORIDA LANDSCAPE.
- COLORFUL ORNAMENTAL TREES AND PALMS IN A SIMPLE GROUNDCOVER, MULCHED OR NATIVE LANDSCAPE "TERRACE" MAKES UP THE BUILDING FOUNDATION PLANTINGS. PLANT MATERIALS AT ENTRANCES WILL BE SELECTED FOR YEAR-ROUND ATTRACTIVENESS.

WALKWAYS

- WALKWAYS SHOULD BE CONSTRUCTED OF LIGHT-COLORED PAVEMENTS WITH ACCENT PAVING AT NODES AS WANDERING ELEMENTS AND SHOULD BE CONSISTENT THROUGHOUT THE DEVELOPMENT.
- WALKWAY SIZE SHOULD ACCOMMODATE PEDESTRIAN AND BICYCLE FLOWS.
- PEDESTRIAN WALKWAYS SHOULD BE A MINIMUM WIDTH OF TWELVE FEET.
- COMBINED PEDESTRIAN/BICYCLE WALKS SHOULD HAVE A MINIMUM WIDTH OF TWELVE FEET.

SITE FURNISHINGS

- BICYCLE RACKS - BICYCLE PARKING SHOULD BE LOCATED NEAR BUILDING ENTRANCES WITH GOOD VISIBILITY ON PAVED AREAS AND CONFIGURED TO THE LANDSCAPE WITH SUFFICIENT RACKS PROPORTIONAL TO WHAT IS REQUIRED BY THE CITY OF DELAND. BICYCLE RACKS SHOULD BE PLACED NEAR SEATING AREAS.
- SEATING - BENCHES AT ENTRIES AND NODES ARE TO HAVE RAISED BACK AND SEAT STYLES TO MEET THE ESTABLISHED CAMPUS STANDARD. SEAT WALLS MAY BE USED WHERE APPROPRIATE AND ARE TO COMPLEMENT BUILDING MATERIALS AND FINISHES.

LIGHTING

- PRIMARY WALKWAYS ARE TO BE ILLUMINATED BY VISIBLE SOURCE LED LIGHT FIXTURES INSTALLED ON PEDESTRIAN LIGHT POLES, 12 TO 15 FEET IN HEIGHT WITH SPACING TO MEET THE RECOMMENDED FOOT CANDLE REQUIREMENT.
- SPECIALTY LIGHTING SHOULD BE PROVIDED FOR BUILDING FACADES AND PLAZA ENTRY SPACE. EXTERIOR LIGHTING OF BUILDINGS COMPLEMENTS WALKWAY FIXTURES.

IRRIGATION

THE DESIGN INTENT OF THE LANDSCAPE IRRIGATION SYSTEM(S) IS TO CREATE THE MOST EFFICIENT IRRIGATION SYSTEM POSSIBLE WHILE MAINTAINING FLEXIBILITY TO ADAPT TO A NUMBER OF SEASONAL AND REGULATORY REQUIREMENTS. THE IRRIGATION SYSTEM IS DESIGNED USING VARIOUS HYDRO-ZONES WITH PLANT MATERIALS OF SIMILAR WATERING REQUIREMENTS TO REDUCE THE AMOUNT OF WATER REQUIRED. IT SHOULD ALSO HAVE THE ABILITY TO DRAW FROM SEVERAL WATER SOURCES (POTABLE, RECLAIMED AND/OR RECYCLED WATER) DEPENDING ON WATER AVAILABILITY TO ENSURE THAT ADEQUATE WATER IS AVAILABLE AT ALL TIMES WHILE REDUCING POTABLE WATER USE.

THE DESIGN OBJECTIVES FOR THE IRRIGATION SYSTEM ARE AS FOLLOWS:

- IRRIGATION SYSTEMS MUST BE DESIGNED TO CONFORM TO CITY OF DELAND'S LAND DEVELOPMENT REGULATIONS AND MEET VOLUSIA COUNTY'S WATERWISE LANDSCAPE IRRIGATION ORDINANCE REQUIREMENTS AND THE POTENTIAL FOR WATER AVAILABILITY AND STRICT WATER RESTRICTIONS AND ACCOMMODATE FOR BOTH.
- DESIGN A SYSTEM THAT HAS THE ABILITY OF WATERING TWICE PER WEEK AT A RATE OF 1-1/2" (UP TO 1/2" OF WATER PER IRRIGATION ZONE CAN BE APPLIED ON THE DESIGNATED DAY), AND IS CAPABLE ENOUGH TO WATER THAT SAME AMOUNT 1X PER WEEK WHEN TIGHT WATER RESTRICTIONS ARE IN EFFECT.
- IMPLEMENTATION OF MICRO ZONE AREAS THAT REQUIRE LITTLE TO NO WATER FROM AREAS REQUIRING AVERAGE AMOUNTS OF WATER.
- UTILIZE DRIP AND SPRAY HEAD IRRIGATION FOR SHRUBS AND GROUNDCOVERS AND BUBBLERS FOR TREES LARGER THAN 3-1/2" CALIPER.
- UTILIZE SPRAY HEADS FOR ALL SMALL TURF GRASS AREAS AND BIO-SWALES.
- UTILIZE ROTOR HEADS FOR LARGE TURF AREAS.
- IRRIGATION SYSTEM SHOULD INCLUDE CENTRAL CONTROLLER TECHNOLOGY FOR MONITORING AND MANAGEMENT OF THE IRRIGATION SYSTEM, ALLOWING SPRAY HEADS TO BE TURNED OFF OR DOWN WHEN NOT NEEDED.
- PROVIDE A FLEXIBLE SYSTEM, ALLOWING SPRAY HEADS TO BE TURNED OFF OR DOWN WHEN NOT NEEDED, PARTICULARLY WITHIN BIO-SWALES.

EXHIBIT E

DeLand Tech Park PD

City of Deland, Florida

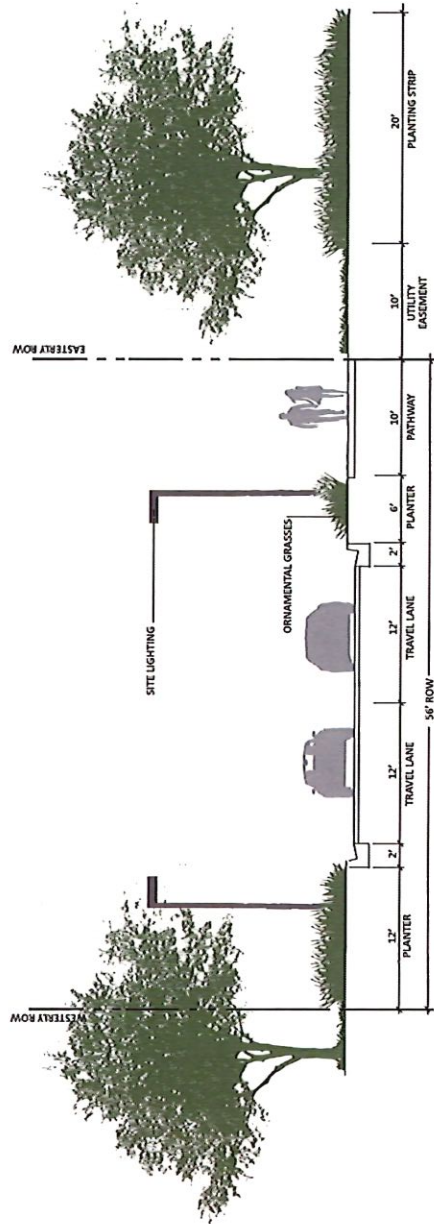
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Project Number	
Project Location	
Project Date	
Project Status	
Project Manager	
Project Engineer	
Project Designer	
Project Checker	
Project Approver	
Project Date	March 21, 2022

Vertical Datum NAVD 1988

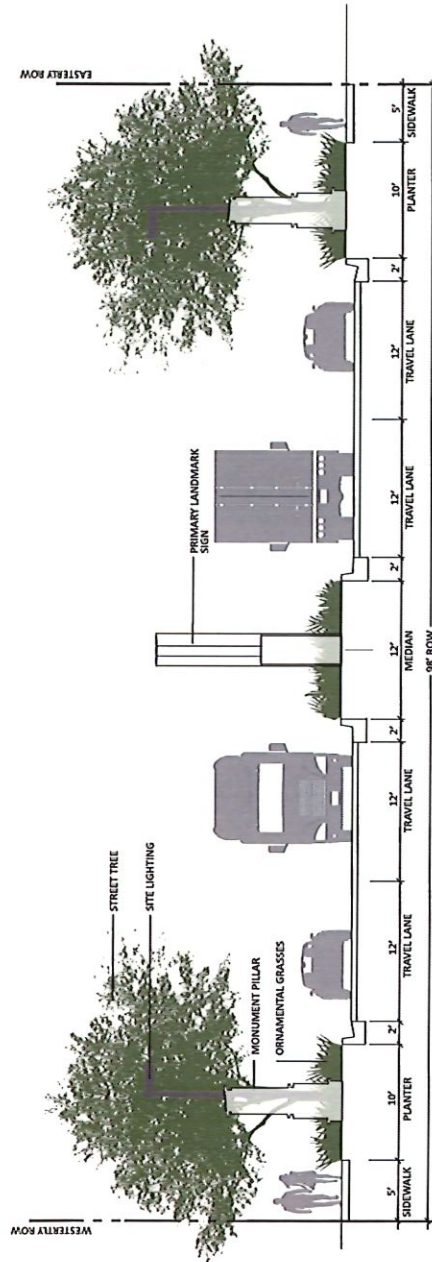
Design Intent
Narrative

L1.00

SWT Sept. 29, 2022 640564-00



PINEHURST DRIVE TYPICAL ROAD SECTION FROM KIRK DR TO E/W CONNECTOR TO MLK BELTWAY (A)



KIRK DRIVE TYPICAL ROAD SECTION - SOUTH OF PINEHURST DRIVE TO SR 472 (B)

DeLand Tech Park PD

City of Deland, Florida

CITY OF DELAND, FLORIDA

5. Ca^{2+} (nmol) and Ca^{2+} (nM)

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Vertical Datum NAVD 1988

April 1997

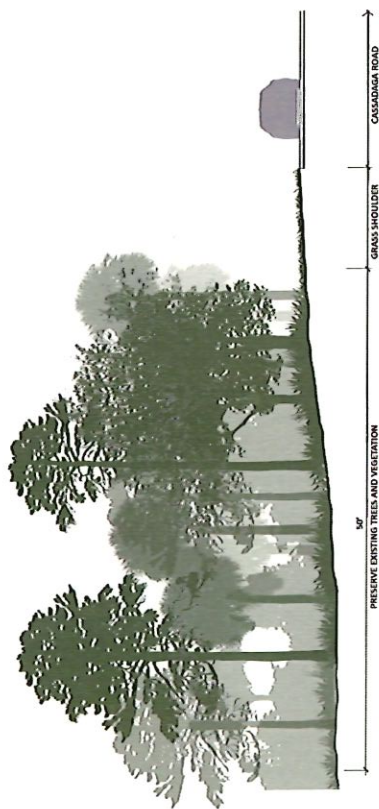
Typical Roadway Cross-Sections

L1.01

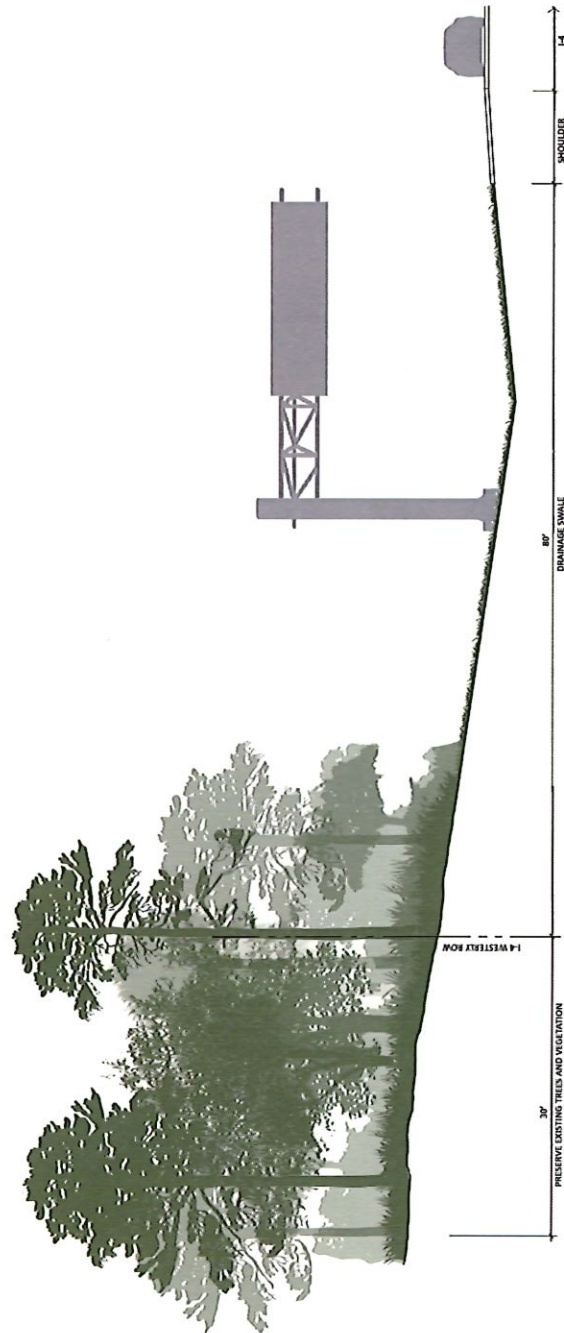
DATE Sept. 29, 2022

64054.00

TYPICAL TREE PROTECTION CROSS-SECTIONS



TYPICAL SECTION FOR TREE PROTECTION AREA ALONG CASSADAGA ROAD (A)



TYPICAL SECTION FOR TREE PROTECTION AREA ALONG I-4 (B)

DeLand Tech Park PD

City of Deland, Florida

City of Orlando, Florida	Page	3 of 4
Employee	Check No.	DE
Amount Due		March 21, 2022

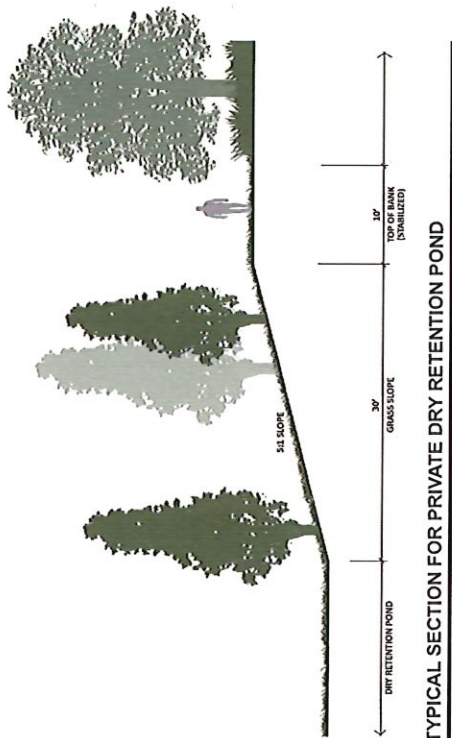
Vertical Datum NAVD 1988

Typical Tree Protection Cross-Sections

L1.03

DATE Sept. 29, 2022 64054.00
 PR 64054.00 64054.00

TYPICAL PRIVATE DRY RETENTION POND CROSS-SECTION



DeLand Tech Park PD

City of DeLand, Florida

March 27, 2022

Vertical Datum NAVD 1988

**Typical Dry Retention Pond
Cross-Section**

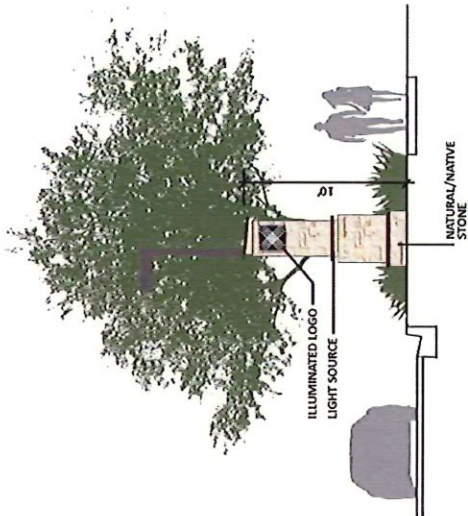
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DATE Sept. 29, 2022 Project Tagline 64054.00

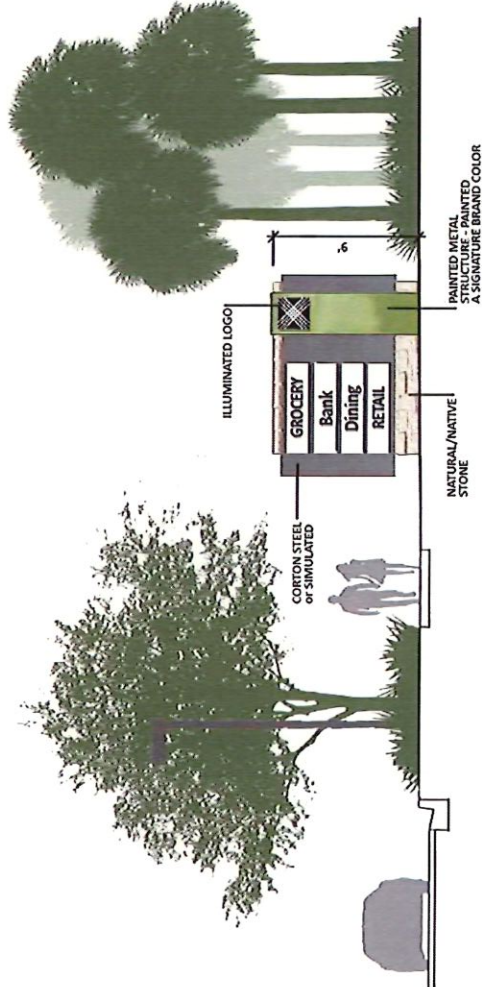
CONCEPTUAL SIGN ELEVATIONS -- OPTION 2



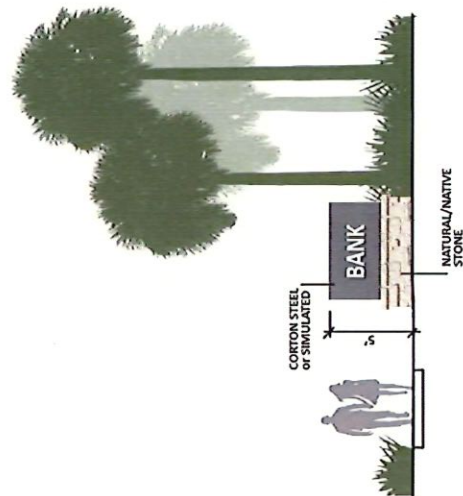
PRIMARY LANDMARK SIGN



MONUMENT PILLAR



COMMERCIAL MULTI-TENANT SIGN



COMMERCIAL SINGLE TENANT SIGN

DeLand Tech Park PD

City of DeLand, Florida

Project No. 2022-001

Project Name

Project Location

Project Date

Project Status

Project Owner

Project Manager

Project Designer

Project Engineer

Project Architect

Project Contractor

Project Consultant

Project Subcontractor

Project Supplier

Project Manufacturer

Project Installer

Project Maintainer

Project Operator

Project User

Project Viewer

Project Printer

Project Scanner

Project Copier

Project Fax

Project Mail

Project Phone

Project Internet

Project Email

Project Social Media

Project Website

Project App

Project Database

Project Cloud

Project Server

Project Network

L1.06

DATE: Sept. 29, 2022

64054.00



FLORIDA NATIVE PLANT MATERIAL

A grid of 20 photographs of various plants and trees, each with a label. The plants are arranged in four rows of five. The labels are:

- Row 1: LIVE OAK, STCAMORE, SOUTHERN MAGNOLIA, SLASH PINE, SABAL PALM
- Row 2: WAX MYRTLE, FIREBUSH, RUSTY LYONIA, BLANKET FLOWER, COONIE FERN
- Row 3: HOLLY FERN, SWORD FERN, FAKAHATCHEE GRASS, SAW PALMETTO
- Row 4: WALTER VIBURNUM, MUHLY GRASS, CORDGRASS, YAUPOIN HOLLY

DeLand Tech Park PD

[illegible]

PLANTINGS

- APPROPRIATELY SCALED TREE, SHRUB, AND HEDGE PLANTINGS ENHANCE THE USE AND MICROCLIMATE OF THE SITE. NATIVE PLANTS WITH NATURAL LIFE CYCLES PROVIDE PRIORITY HIGHLY ATTRACTIVE AND SUSTAINABLE PLANTINGS.
- IN MORE FORMAL ENTRY AREAS, THE USE OF COLORFUL, FLORIDA FRIENDLY, NON-INVASIVE, DROUGHT TOLERANT AND HISTORICALLY ASSOCIATED WITH A COLORFUL ORNAMENTAL TREES AND PALMS IN A SIMPLE GROUND COVER, MULCHED OR NATIVE LANDSCAPE "TERRACE" MAKES UP THE "BUILDING FOUNDATION" PLANTINGS. PLANT SELECTION SHOULD BE YEAR-ROUND ATTRACTIVE.

NUTTALLI OAK

CHINESE ELM

SILVER TRUMPET

JAPANESE BLUEBERRY

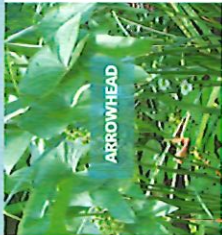
GRAPE MYRTLE

LIGUSTRUM

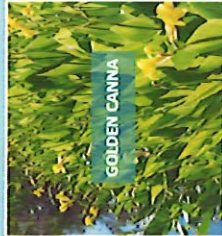
BOTANICAL NAME	COMMON NAME
----------------	-------------

[illegible][illegible]

STORMWATER POND AMENITY



ARROWHEAD



GOLDEN CANNA



PICKERELWEED



SOFT RUSH



AMERICAN WHITE WATER LILY



REC PATH AROUND STORMWATER PONDS AS AMENITY

POND PLANTINGS CREATE HEALTHY ECOSYSTEMS & WILDLIFE SUPPORT

BIOSWALE & RAINGARDEN FEATURE



CORDGRASS



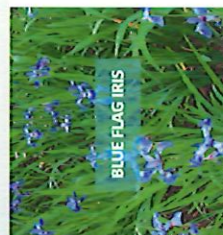
MUHLY GRASS



BUTTERFLY AFRICAN IRIS



SWAMP SUNFLOWER



BLUE FLAG IRIS



INTRODUCE RAINGARDENS / BIOSWALES ALONG ROADWAY NETWORKS

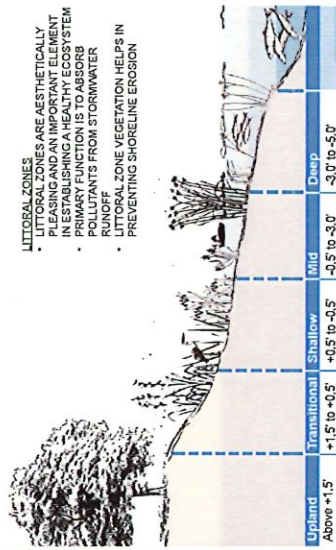


ENCOURAGE RAINGARDENS / BIOSWALES IN LARGE PARKING LOTS

AQUATIC PLANT LIST

BOTANICAL NAME	COMMON NAME
Nymphaea odorata	American white water lily
Sagittaria latifolia	Arrowhead
Iris hexagona	Blue flag iris
Sagittaria latifolia	Duck potato
Scirpus californicus	Coast bulrush
Eleocharis acicularis	Spikerush
Eleocharis acicularis	Gulf Coast spikerush
Potamogeton nodosus	Pondweed
Sagittaria arifolia	Soft rush
Scirpus tabernaemontani	Softstem bulrush
Hypericum perforatum	St. John's wort
Vallisneria spiralis	Tape or reedgrass
Scirpus cyperinus	Wood grass bulrush

- LITTORAL ZONES**
- LITTORAL ZONES ARE AESTHETICALLY PLEASING AND AN IMPORTANT ELEMENT IN ESTABLISHING A HEALTHY ECOSYSTEM
 - PRIMARY FUNCTION IS TO ABSORB POLLUTANTS FROM STORMWATER RUNOFF
 - ZONE VEGETATION HELPS IN PREVENTING SHORELINE EROSION



BIOSWALE /RAIN GARDEN PLANT LIST

BOTANICAL NAME	COMMON NAME
Anthericum illiigo	St. Bernard's Lily
Dietes iridoides	Butterfly African Iris
Iris versicolor	Blue flag iris
Helianthus angustifolius	Swamp Sunflower
Nichterborgia capillaris	Muhly Grass
Spartina	Cord Grass

- BIOSWALES /RAIN GARDENS**
- USE OF BIOSWALES ARE HELPFUL IN THE COLLECTION OF STORMWATER RUNOFF, AND REDUCTION OF STORMWATER, AND LOCATE BIOSWALES ALONG ROADWAYS, AND LARGE PARKING LOTS WITHIN INDUSTRIAL PARCELS.

Deland Tech Park PD

City of Deland, Florida

Project No. _____

Sheet No. _____

Scale _____

Revision _____

March 21, 2022

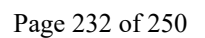
Vertical Datum NAVD 1988

Typical Stormwater Pond and Bioswale Amenity

L1.13

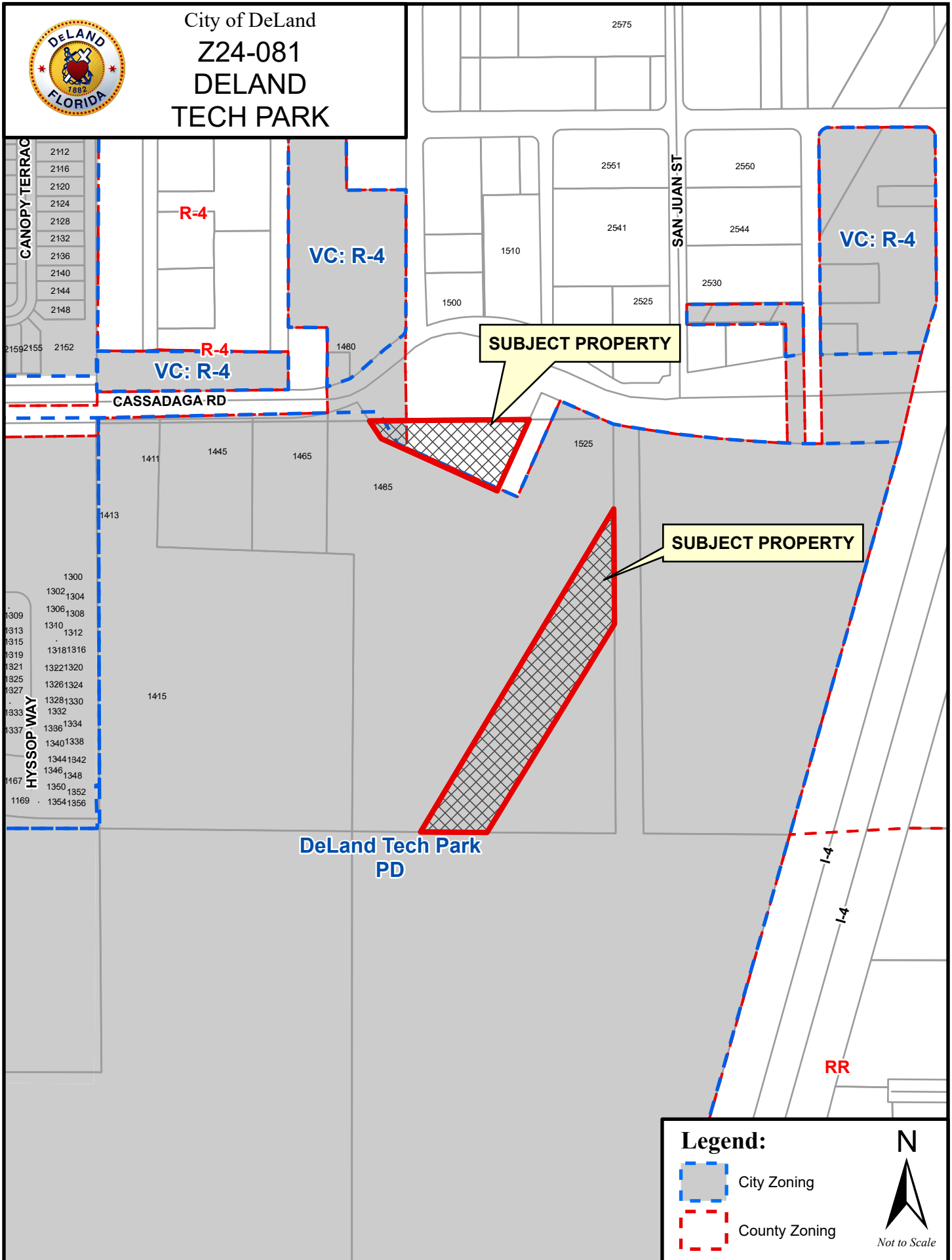
DATE: Sept. 20, 2022

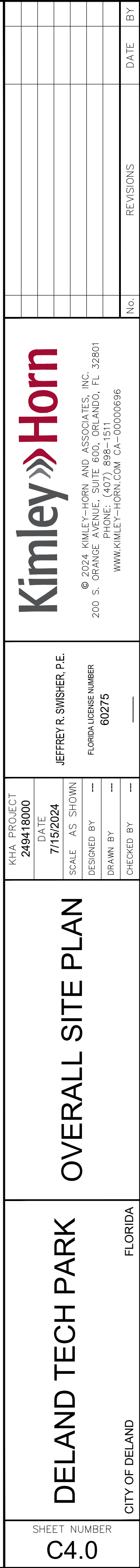
64054.00





City of DeLand
Z24-081
DELAND
TECH PARK





CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Consideration re Change of Meeting Date, Dr. Martin Luther King, Jr. Holiday.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, December 19, 2024

SUMMARY/HIGHLIGHT:

The second regular City Commission meeting in January is scheduled for Monday, January 20, 2025, which is the Dr. Martin Luther King, Jr. holiday. Section 2-3 of the Code of Ordinances grants the City Commission the authority to reschedule regular meetings which fall on a legal holiday, or fall within one (1) week of a legal holiday.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Commission reschedule the January 20, 2025 regular City Commission meeting for Tuesday, January 21, 2025.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Resolution Approving Florida League of Cities Legislative Platform and City of DeLand Legislative Program 2025.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: 2025 FLC Legislative Platform Resolution, 2025 Legislative Program City of DeLand

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

SUMMARY/HIGHLIGHT:

The Volusia Legislative Delegation will hold their annual Delegation hearings on January 7th 2025. During this hearing, the City of DeLand presents a legislative program consisting of issues of concern and requests for action or assistance. This program also includes several of the priority items identified by the Florida League of Cities because of their impact on all Florida cities.

The following legislative initiatives are what City staff proposed to include in this year's City program:

- Enterprise Fund Transfers
- Affordable Housing
- Property Taxes
- Sovereign Immunity
- One Water
- Annexation
- Impact Fees
- Local Business Taxes
- Public Safety Recruitment and Retention
- Electric Vehicles

In addition to the legislative priorities listed above, the City will be seeking an appropriation request for The Bridge.

Staff recommends that the City support the legislative platform document and its accompanying Resolution.

If there are any additional legislative program requests from the City Commission tonight, staff will also incorporate those into the final City legislative program. After tonight, staff and the City's Lobbyist will work to finalize the formal City program so that we will have it to distribute when needed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff requests that the Commission consider approving the City's legislative program and accompanying FLC Legislative Platform Resolution.

BACKGROUND/DISCUSSION:

In addition to the City of DeLand hosting the Volusia Delegation Hearing on January 7th 2025, staff notes that the Florida League of Cities plans a Legislative Action Days event each year. This event will focus the Legislature on our local and municipal issues. The Florida League of Cities Legislative Action days are scheduled from March 24th through March 26th. Session starts on March 4th and session concludes on May 2nd.

The Volusia Delegation	
Representative Richard Gentry	District 27
Representative Bill Partington	District 28
Representative Webster Barnaby	District 29
Representative Chase Tramont	District 30
Senator Tom Leek	District 7
Senator Tom Wright	District 8

City of DeLand Lobbyist: Alex Setzer

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES' LEGISLATIVE PLATFORM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature will convene the 2025 Legislative Session on March 4, 2025; and

WHEREAS, the membership of the Florida League of Cities (FLC) adopted its 2025 Legislative Platform during the FLC Legislative Conference on December 6, 2024; and

WHEREAS, City of DeLand supports the 2025 FLC Legislative Platform, which includes:

- Supporting legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.
- Supporting legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida's transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.
- Supporting the preservation of municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.
- Supporting the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.
- Supporting the preservation of reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure the delivery of public services.

WHEREAS, City of DeLand also supports the FLC policy positions relating to:

- Annexation
- Impact Fees
- Local Business Taxes
- One Water
- Public Safety Recruitment and Retention

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

Section 1. The City Commission of the City of DeLand will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns and villages during the upcoming 2025 Legislative Session.

Section 2. A copy of this resolution shall be provided to the members of our local legislative delegation and the Florida League of Cities, Inc.

PASSED AND DULY ADOPTED this 6th day of January, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

2025 City of DeLand Legislative Priorities

*Adopted by the DeLand City Commission
January 6, 2025*



DeLand City Commission:

Christopher Cloudman, Mayor

Jessica Davis, Vice Mayor

Kevin Reid, Commissioner

Dan Reed, Commissioner

Richard "Charlie" Paiva, Commissioner

Contact: Michael Pleus, ICMA-CM, City Manager

Phone: (386) 626-7109

Email: pleusm@deland.org

Website: www.deland.org

Lobbyist: Alex Setzer

Home of America's Best MainStreet



120 South Florida Avenue
DeLand, FL 32720



January 6, 2025

- **City of DeLand Legislative Action Items:**
 - **Enterprise Fund Transfers**
 - **Affordable Housing**
 - **Property Taxes**
 - **Sovereign Immunity**
 - **One Water**
 - **Annexation**
 - **Impact Fees**
 - **Local Business Taxes**
 - **Public Safety Recruitment & Retention**
 - **Electric Vehicles**
 - **Appropriation Requests:**
 - **The Bridge**

Enterprise Fund Transfers & Extraterritorial Surcharges

City of DeLand and the Florida League of Cities SUPPORTS preserving municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.

Affordable Housing

City of DeLand and the Florida League of Cities SUPPORTS legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.

Property Taxes

City of DeLand and the Florida League of Cities SUPPORTS the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.

Sovereign Immunity

City of DeLand and the Florida League of Cities SUPPORTS preserving reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure delivery of public services.

One Water

City of DeLand and the Florida League of Cities SUPPORTS the state legislature's endorsement of One Water policies that seek to enhance integration between different water systems while maintaining local flexibility.

Annexation

City of DeLand and the Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas in a manner that respects municipal boundaries, protects private property rights and encourages cooperation between municipal and county governments.

Impact Fees

City of DeLand and the Florida League of Cities SUPPORTS protecting municipal authority to set impact fees that safeguard existing taxpayers from incurring additional infrastructure costs.

Local Business Taxes

City of DeLand and the Florida League of Cities SUPPORTS reserving municipal ability to collect local business taxes in order to foster economic growth, ensure public safety, deliver emergency services and drive community development.

Public Safety Recruitment & Retention

City of DeLand and the Florida League of Cities SUPPORTS legislation and funding to enhance recruitment and retention of municipal public safety personnel, which will help communities maintain effective emergency response and public safety services.

Electric Vehicles

City of DeLand and the Florida League of Cities SUPPORTS legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida's transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.

DeLand Appropriation Request

- The Bridge
 - The City of DeLand is seeking \$950,000 in state funding to support the continued operation of The Bridge. The Bridge is a facility that houses crises shelter beds, commercial kitchen, showers, laundry and includes a day center.
 - The day center includes Coordinated Entry, Case Management, Job Counseling, Mental Health Counseling, Basic Medical, Food, Showers, Laundry and an array of services specifically oriented to serve the

population. The facility also provides a platform for which we can provide immediate housing (Housing First).

- Since opening in 2020, the Bridge has found housing for 261 individuals, 364 have found work, served 98,696 meals. All with the help of over 50,000 volunteer hours since inception. A portion of the costs are funded through annual grants from businesses, churches and other local governments in West Volusia.

*Thank you for your service to the citizens of DeLand
and the people of the great state of Florida.*



CITY OF DELAND
Request for Commission Action
January 6, 2025

SUBJECT: Resolution Approving the Establishment of Ad Valorem Tax Abatement Guidelines.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: 2025 Ad Valorem Tax Abatement Resolution, Average-Wage-Requirements-2023

APPROVED BY: Michael Pleus, City Manager, December 30, 2024

SUMMARY/HIGHLIGHT:

In a referendum held August 20, 2024, the voters of the City of DeLand approved an Ad Valorem Tax Abatement program for qualified new or expanding businesses. This referendum enabled the city to continue offering the Tax Abatement Program that was originally approved in 1995, and subsequently reapproved in 2005 and 2015. The proposed guidelines do not include a specific wage scale and reference that the maximum allowable abatement shall be based upon compliance with the applicable employment/sales criteria outlined in F.S. 196.012 and the State of Florida Average Annual County Wage Data in effect at the time of Commission action on a request for tax abatement consideration.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Regional High Value Job Creation.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Adoption of the guidelines could result in a reduction in tax revenue if a qualified new or expanding business were to take advantage of the program.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution.

BACKGROUND/DISCUSSION:

In a referendum held August 20, 2024, the voters of the City of DeLand approved an Ad Valorem Tax Abatement program for qualified new or expanding businesses. This referendum enabled the city to continue offering the Tax Abatement Program that was originally approved in 1995, and subsequently reapproved in 2005 and 2015.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA REPEALING RESOLUTION NO. 2015-15, ADOPTED FEBRUARY 16, 2015, REGARDING GUIDELINES FOR AD VALOREM TAX ABATEMENT FOR QUALIFIED NEW OR EXPANDING BUSINESSES; ADOPTING NEW GUIDELINES FOR AD VALOREM TAX ABATEMENT FOR QUALIFIED NEW OR EXPANDING BUSINESSES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a majority of voters of the City of DeLand, in a special referendum held August 20, 2024, voted to empower the City Commission of the City of DeLand to grant ad valorem tax abatements for qualified new or expanding businesses; and

WHEREAS, City staff has formulated guidelines which are based on state law and other criteria to establish minimum qualifications for the award of ad valorem tax abatements; and

WHEREAS, the adoption of such guidelines and standards by the City Commission is necessary for the uniform review of applications made by new or expanding businesses for ad valorem tax abatement.

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

Section 1. Resolution No. 2015-15, adopted February 16, 2015, regarding guidelines for ad valorem tax abatement for qualified new or expanding businesses, is hereby repealed in its entirety.

Section 2. The City Commission hereby adopts the "Guidelines for Tax Abatement" attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof

Section 3. Any other Resolutions or parts of Resolutions in conflict herewith are hereby repealed in their entirety.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 6th day of January, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy, City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

EXHIBIT "A"

CITY OF DELAND, FLORIDA Guidelines for Tax Abatement

PURPOSE: These general and flexible guidelines are submitted for use in deliberation of an ad valorem tax abatement application. The City Commission, being the approval authority for ad valorem tax abatements, will exercise wide discretion in evaluating each application, on a case-by-case basis, and under other applicable criteria found in the State of Florida Statutes. The maximum allowable abatement shall be based upon compliance with the applicable employment/sales criteria outlined in F.S. 196.012 and the State of Florida Average Annual County Wage Data in effect at the time of Commission action on a request for tax abatement consideration.

New Business (F.S. 196.012)	
A. Maximum Years For Abatement	10
B. Wage Scale	
1. 115% of Annual Average Wage	50% Ad Valorem Abatement
2. 150% of Annual Average Wage	75% Ad Valorem Abatement
3. 200% of Annual Average Wage	100% Ad Valorem Abatement
Expansion of an Existing Business (F.S. 196.012)	
A. Maximum Years For Abatement	10
B. Wage Scale	
1. 115% of Annual Average Wage	50% Ad Valorem Abatement
2. 150% of Annual Average Wage	75% Ad Valorem Abatement
3. 200% of Annual Average Wage	100% Ad Valorem Abatement

All tax abatement will include both real property and personal property for new or expanded businesses, which qualify in the categories above. Land value, by statute, will not be abated.

On or before September 1 of each year a report will be submitted by the abated business to the City's Finance Director summarizing the number of employees and wage scale for those employees who were added to the payroll from the date the ordinance providing for tax abatement was adopted. These annual reports will be reviewed by the City to ensure that the minimum criteria for which the company received tax abatement still exists. A copy of that report will be presented to the City Commission for renewal/approval each year. The City reserves the right to audit the records of any company receiving tax abatement to ensure that the minimum criteria for which the abatement was granted is being met each year.

STATE OF FLORIDA AVERAGE WAGE REQUIREMENTS

2022 Average Annual County Wage Data

Effective January 1, 2024

	Average Annual Wage ¹	Hourly Wage	115% of Avg Annual Wage	Hourly Wage	150% of Avg Annual Wage	Hourly Wage	200% of Avg Annual Wage	Hourly Wage
STATEWIDE	\$63,670	\$30.61	\$73,221	\$35.20	\$95,505	\$45.92	\$127,340	\$61.22
ALACHUA	\$52,328	\$25.16	\$60,177	\$28.93	\$78,492	\$37.74	\$104,656	\$50.32
BAKER	\$38,734	\$18.62	\$44,544	\$21.42	\$58,101	\$27.93	\$77,468	\$37.24
BAY	\$48,771	\$23.45	\$56,087	\$26.96	\$73,157	\$35.17	\$97,542	\$46.90
BRADFORD	\$43,868	\$21.09	\$50,448	\$24.25	\$65,802	\$31.64	\$87,736	\$42.18
BREVARD	\$61,784	\$29.70	\$71,052	\$34.16	\$92,676	\$44.56	\$123,568	\$59.41
BROWARD	\$66,081	\$31.77	\$75,993	\$36.54	\$99,122	\$47.65	\$132,162	\$63.54
CALHOUN	\$35,344	\$16.99	\$40,646	\$19.54	\$53,016	\$25.49	\$70,688	\$33.98
CHARLOTTE	\$48,264	\$23.20	\$55,504	\$26.68	\$72,396	\$34.81	\$96,528	\$46.41
CITRUS	\$46,763	\$22.48	\$53,777	\$25.85	\$70,145	\$33.72	\$93,526	\$44.96
CLAY	\$48,447	\$23.29	\$55,714	\$26.79	\$72,671	\$34.94	\$96,894	\$46.58
COLLIER	\$62,660	\$30.13	\$72,059	\$34.64	\$93,990	\$45.19	\$125,320	\$60.25
COLUMBIA	\$44,886	\$21.58	\$51,619	\$24.82	\$67,329	\$32.37	\$89,772	\$43.16
DESOTO	\$43,811	\$21.06	\$50,383	\$24.22	\$65,717	\$31.59	\$87,622	\$42.13
DIXIE	\$40,106	\$19.28	\$46,122	\$22.17	\$60,159	\$28.92	\$80,212	\$38.56
DUVAL	\$65,951	\$31.71	\$75,844	\$36.46	\$98,927	\$47.56	\$131,902	\$63.41
ESCAMBIA	\$54,774	\$26.33	\$62,990	\$30.28	\$82,161	\$39.50	\$109,548	\$52.67
FLAGLER	\$44,801	\$21.54	\$51,521	\$24.77	\$67,202	\$32.31	\$89,602	\$43.08
FRANKLIN	\$38,592	\$18.55	\$44,381	\$21.34	\$57,888	\$27.83	\$77,184	\$37.11
GADSDEN	\$43,747	\$21.03	\$50,309	\$24.19	\$65,621	\$31.55	\$87,494	\$42.06
GILCHRIST	\$41,476	\$19.94	\$47,697	\$22.93	\$62,214	\$29.91	\$82,952	\$39.88
GLADES	\$52,466	\$25.22	\$60,336	\$29.01	\$78,699	\$37.84	\$104,932	\$50.45
GULF	\$46,745	\$22.47	\$53,757	\$25.84	\$70,118	\$33.71	\$93,490	\$44.95
HAMILTON	\$56,945	\$27.38	\$65,487	\$31.48	\$85,418	\$41.07	\$113,890	\$54.75
HARDEE	\$40,976	\$19.70	\$47,122	\$22.66	\$61,464	\$29.55	\$81,952	\$39.40
HENDRY	\$48,891	\$23.51	\$56,225	\$27.03	\$73,337	\$35.26	\$97,782	\$47.01
HERNANDO	\$44,247	\$21.27	\$50,884	\$24.46	\$66,371	\$31.91	\$88,494	\$42.55
HIGHLANDS	\$42,580	\$20.47	\$48,967	\$23.54	\$63,870	\$30.71	\$85,160	\$40.94
HILLSBOROUGH	\$68,448	\$32.91	\$78,715	\$37.84	\$102,672	\$49.36	\$136,896	\$65.82
HOLMES	\$34,379	\$16.53	\$39,536	\$19.01	\$51,569	\$24.79	\$68,758	\$33.06
INDIAN RIVER	\$53,863	\$25.90	\$61,942	\$29.78	\$80,795	\$38.84	\$107,726	\$51.79
JACKSON	\$41,186	\$19.80	\$47,364	\$22.77	\$61,779	\$29.70	\$82,372	\$39.60
JEFFERSON	\$41,434	\$19.92	\$47,649	\$22.91	\$62,151	\$29.88	\$82,868	\$39.84
LAFAYETTE	\$39,904	\$19.18	\$45,890	\$22.06	\$59,856	\$28.78	\$79,808	\$38.37
LAKE	\$48,226	\$23.19	\$55,460	\$26.66	\$72,339	\$34.78	\$96,452	\$46.37
LEE	\$54,994	\$26.44	\$63,243	\$30.41	\$82,491	\$39.66	\$109,988	\$52.88
LEON	\$54,139	\$26.03	\$62,260	\$29.93	\$81,209	\$39.04	\$108,278	\$52.06
LEVY	\$39,262	\$18.88	\$45,151	\$21.71	\$58,893	\$28.31	\$78,524	\$37.75
LIBERTY	\$45,760	\$22.00	\$52,624	\$25.30	\$68,640	\$33.00	\$91,520	\$44.00
MADISON	\$39,023	\$18.76	\$44,876	\$21.58	\$58,535	\$28.14	\$78,046	\$37.52
MANATEE	\$55,069	\$26.48	\$63,329	\$30.45	\$82,604	\$39.71	\$110,138	\$52.95
MARION	\$47,344	\$22.76	\$54,446	\$26.18	\$71,016	\$34.14	\$94,688	\$45.52

MARTIN	\$54,526	\$26.21	\$62,705	\$30.15	\$81,789	\$39.32	\$109,052	\$52.43
MIAMI-DADE	\$70,988	\$34.13	\$81,636	\$39.25	\$106,482	\$51.19	\$141,976	\$68.26
MONROE	\$53,367	\$25.66	\$61,372	\$29.51	\$80,051	\$38.49	\$106,734	\$51.31
NASSAU	\$48,731	\$23.43	\$56,041	\$26.94	\$73,097	\$35.14	\$97,462	\$46.86
OKALOOSA	\$55,830	\$26.84	\$64,205	\$30.87	\$83,745	\$40.26	\$111,660	\$53.68
OKEECHOBEE	\$42,994	\$20.67	\$49,443	\$23.77	\$64,491	\$31.01	\$85,988	\$41.34
ORANGE	\$62,011	\$29.81	\$71,313	\$34.28	\$93,017	\$44.72	\$124,022	\$59.63
OSCEOLA	\$47,686	\$22.93	\$54,839	\$26.36	\$71,529	\$34.39	\$95,372	\$45.85
PALM BEACH	\$70,979	\$34.12	\$81,626	\$39.24	\$106,469	\$51.19	\$141,958	\$68.25
PASCO	\$50,300	\$24.18	\$57,845	\$27.81	\$75,450	\$36.27	\$100,600	\$48.37
PINELLAS	\$61,433	\$29.54	\$70,648	\$33.97	\$92,150	\$44.30	\$122,866	\$59.07
POLK	\$51,588	\$24.80	\$59,326	\$28.52	\$77,382	\$37.20	\$103,176	\$49.60
PUTNAM	\$46,039	\$22.13	\$52,945	\$25.45	\$69,059	\$33.20	\$92,078	\$44.27
ST JOHNS	\$56,425	\$27.13	\$64,889	\$31.20	\$84,638	\$40.69	\$112,850	\$54.25
ST LUCIE	\$48,278	\$23.21	\$55,520	\$26.69	\$72,417	\$34.82	\$96,556	\$46.42
SANTA ROSA	\$47,340	\$22.76	\$54,441	\$26.17	\$71,010	\$34.14	\$94,680	\$45.52
SARASOTA	\$59,664	\$28.68	\$68,614	\$32.99	\$89,496	\$43.03	\$119,328	\$57.37
SEMINOLE	\$60,623	\$29.15	\$69,716	\$33.52	\$90,935	\$43.72	\$121,246	\$58.29
SUMTER	\$51,404	\$24.71	\$59,115	\$28.42	\$77,106	\$37.07	\$102,808	\$49.43
SUWANNEE	\$41,279	\$19.85	\$47,471	\$22.82	\$61,919	\$29.77	\$82,558	\$39.69
TAYLOR	\$47,274	\$22.73	\$54,365	\$26.14	\$70,911	\$34.09	\$94,548	\$45.46
UNION	\$47,894	\$23.03	\$55,078	\$26.48	\$71,841	\$34.54	\$95,788	\$46.05
VOLUSIA	\$49,175	\$23.64	\$56,551	\$27.19	\$73,763	\$35.46	\$98,350	\$47.28
WAKULLA	\$46,143	\$22.18	\$53,064	\$25.51	\$69,215	\$33.28	\$92,286	\$44.37
WALTON	\$52,388	\$25.19	\$60,246	\$28.96	\$78,582	\$37.78	\$104,776	\$50.37
WASHINGTON	\$38,668	\$18.59	\$44,468	\$21.38	\$58,002	\$27.89	\$77,336	\$37.18

- 1 Florida Department of Commerce, Labor Market Statistics Center, Quarterly Census of Employment and Wages Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.
- 2 All incentives applications received on or after January 1, 2024 will be subject to the new 2022 wages